

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JUNE 26, 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
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 26, 2023, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to 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. (*Recommended Motion: None; presentation only.*) (*Presentation by Jamal Simington, Chief of Police.*)
 - B. Proclamation for EID-UL-ADHA Celebration Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Recognition of Boards and Commissions Appointments and Reappointments, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
6. Public Comment

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

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

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

- 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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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 #21-05-476-022, in the Amount of \$99,900, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Contract be approved.)
- 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.)
- 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.
(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-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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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.)
- 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.)

- 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.)*
- 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.)*
- 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.)*
- 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.)*

8. Regular Agenda

- A. Consideration and Action on an Ordinance Establishing a Special Commission for Safe Communities, as requested by City Council. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 10 minutes; and City Council Discussion, 20 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Jose Zavala, Jaime Tabeling, Dakota DeMoss, Tre' Jones, Weston Gresham and John Gaffney.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Darcy Hoffman,

ATTACHMENTS:

[PD 1B Commission Certificate - Jose Zavala](#)

[PD 1C Commission Certificate - Jamie Tabeling](#)

[PD 1D Commission Certificate - Dakota DeMoss](#)

[PD 1E Commission Certificate - Tre Jones](#)

[PD 1F Commission Certificate - Weston Gresham](#)

[PD 1G Commission Certificate - John Gaffney](#)

City of Bloomington



Police Department

Police Officer's Commission

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

Jose X Zabala

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the second of August, two thousand and twenty one.
As Evidence thereof, we set our hand and seal*


Mboka Mwilambwe

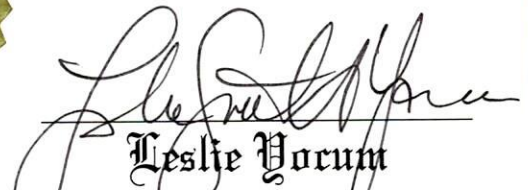
Mayor


Tim Gleason

City Manager




Jamal Simington
Chief


Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Jaime C Tabeling

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the second of August, two thousand and twenty one.
As Evidence thereof, we set our hand and seal*


Mboka Mwilambwe

Mayor



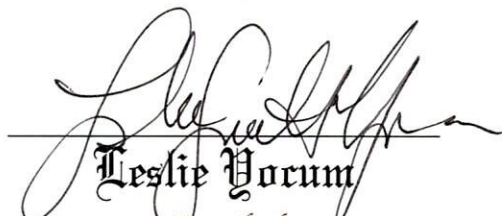
Tim Gleason

City Manager




Jamal Simington

Chief


Leslie Harum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Dakota J DeMoss

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

Mboka Mwilambwe

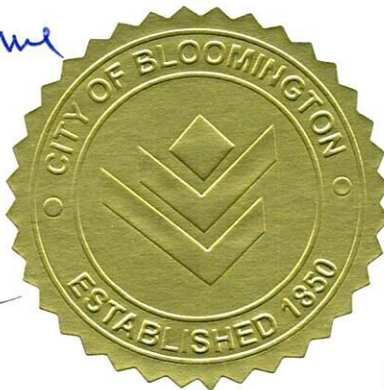
Mboka Mwilambwe

Mayor

Tim Gleason

Tim Gleason

City Manager



Jamal Simington

Jamal Simington

Chief

Leslie Vocum

Leslie Vocum

City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Tré W Jones

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

Aboka Mwilambwe
Aboka Mwilambwe

Mayer

Tim Gleason

Tim Gleason

City Manager



Jamal Simington
Jamal Simington

Chief

Leslie H. H. H.
Leslie H. H. H.
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Weston Gresham

*Having been duly sworn
was appointed and commissioned a*

Police Officer

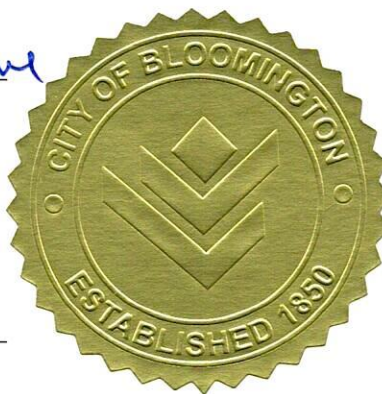
*On
the second of February, two thousand and twenty two.
As Evidence thereof, we set our hand and seal*

Mboka Mwilambwe
Mboka Mwilambwe

Mayor

Tim Gleason
Tim Gleason

City Manager



Jamal Simington
Jamal Simington

Chief

Leslie Vocum
Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

John M Gaffney

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

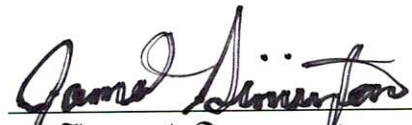

Mboka Mwilambwe

Mayor


Tim Gleason

City Manager




Jamal Simington

Chief


Leslie Horum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for EID-UL-ADHA Celebration Day, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Mayoral Proclamation
EID-UL-ADHA CELEBRATION DAY
June 28, 2023 (10th Day of Dhul Hajj)

WHEREAS, on June 28th, 2023, EID-UL-ADHA is celebrated by the Muslim community all over the world; and

WHEREAS, this "Eid" is a day of gathering by the people of Allah (swt) as He renews His bounties in them and distributes His blessings to His worshippers, while also calling on them to share their bounties with the needy; and

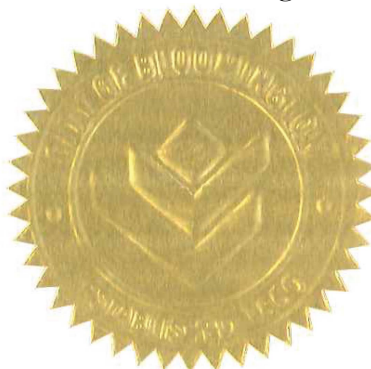
WHEREAS, on this day Muslims will sacrifice an animal: a ram, goat, sheep, cow or camel. The meat is divided among the poor and needy, one part is distributed among relatives and friends, and the family uses one part. Also, Muslims go to Mecca to perform Hajj in Mecca (one of the important pillars of Islam). This is a major holiday for Muslims to visit each other and give gifts to children; and

WHEREAS, Bloomington is a culture diversified community and through the graciousness of the Islamic Center of McLean County, they have invited others of the community to witness the strength of their faith and to share in their joyousness on this day; and

WHEREAS, the strong and serious character of the families of the Islamic Center of McLean County have enriched the fabric of Bloomington through their faith, good deeds, substantial achievements, and commitment to the American values of "life, liberty and the pursuit of happiness."

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby proclaim June 28, 2023 as **"EID-UL-ADHA CELEBRATION DAY"** in Bloomington, and urge all our residents to recognize and respect the goodness of the Islamic faith and its people, to move beyond tolerance of others who may not share religions, and learn to accept and appreciate all people in a spirit of true brotherhood, to further build Bloomington's intercultural strengths.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Boards and Commissions Appointments and Reappointments, 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 reappointments are representative of City Council's approval from the June 12, 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 2B Recognition of Appointments](#)

Reappointment

Michael Raikes: Building Board of Appeals

Reappointments

John M. Scott Health Care Commission

Angela Chasensky

Judy Neubrandner

Feli Sebastian

Karen Stipp



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Draft Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MAY 22, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom 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	Remote
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	Absent
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Council Member Boelen made a motion, seconded by Council Member Becker, to allow Council Member Montney to attend remotely.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Montney joined the meeting at 6:04 p.m.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. Emailed public comment was received from Noah Tang and Krystle Able and the following spoke: (1) Matthew Toczko; (2) Jenee Clark; (3) Zach Carlson; (4) Andy Hoffman; (5) Shelly Garland; (6) Mike Raikes; (7) Troy Zeleznik; and (8) Robbie Ozinga.

Recognition/Appointments

The following item was presented:

Item 6.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Molly Monahan upon Completion of the Probationary Period, as requested by the Police Department.

Jamal Simington, Chief of Police, addressed Council and recognized Officer Monahan for her accomplishments during her Probationary Period. He presented her with her Police Officer's Commission Certificate.

The following item was presented:

Item 6.B. Proclamation for National Public Works Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Kevin Kothe, Public Works Director, accepted the Proclamation.

The following item was presented:

Item 6.C. Proclamation for Historic Preservation Month, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Greg Koos, Historic Preservation Commission Chair, accepted the Proclamation.

The following item was presented:

Item 6.D. Proclamation for Emergency Medical Services (EMS) Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Cory Matheny, Deputy Fire Chief; Carl Reeb, Deputy Fire Chief; Jason Greer, Fire Captain; Frank Radek, Firefighter/Paramedic; and Luke Pool, Firefighter Paramedic, accepted the Proclamation.

The following item was presented:

Item 6.E. Proclamation for Gun Violence Awareness Day, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Cathy Norton, Karen Irvin, and Sheila Harris of Mom's Demand Action accepted the Proclamation.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve the Minutes of the April 24, 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 \$16,408,886.75, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action to Reject the Bid for the O'Neil Park and Pool Landscape Project (Bid #2023-32), as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Bid Rejection be approved.)

Item 7.E. Consideration and Action to Reject the Bid for Demolition Work at 831-833 W. Jackson Street (Bid #2023-22), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Bid Rejection be approved.)

Item 7.F. Consideration and Action to Approve an Agreement with Ferguson Enterprises, LLC, as a limited source, for the Ferguson Back Office Solution Application, in the Amount of \$26 per Account, Not to Exceed \$117,000, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.G. Consideration and Action on (1) a Resolution Approving a Contract with Fehr Graham for Professional Engineering Services; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

RESOLUTION NO. 2023 - 013

A RESOLUTION APPROVING A CONTRACT FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES

ORDINANCE NO. 2023 - 041

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

Item 7.H. Consideration and Action to Approve a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with the University of Illinois College of Veterinary Medicine Veterinary Teaching Hospital for Veterinary Services at Miller Park Zoo through June 30, 2026, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution and Agreement to be approved.)

RESOLUTION NO. 2023 - 014

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH THE UNIVERSITY OF ILLINOIS COLLEGE OF VETERINARY MEDICINE VETERINARY TEACHING HOSPITAL FOR VETERINARY SERVICES AT MILLER PARK ZOO THROUGH JUNE 30, 2026

Item 7.I. Consideration and action on a Resolution Approving Fiscal Year 2024 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements in the amount of \$15,000, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 015

A RESOLUTION APPROVING THE FISCAL YEAR 2024 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY III GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$15,000

Item 7.J. Consideration and Action on a Resolution Authorizing Waiving the Formal Bidding Process and Approving the P.J. Hoerr Inc. O'Neil Park & Pool Start-up Operation Concession Appliances Agreement, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution and Contract to be Approved.)

RESOLUTION NO. 2023 - 016

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING PROCESS AND APPROVING THE P.J. HOERR INC. O'NEIL PARK & POOL START-UP OPERATION CONCESSION APPLIANCES AGREEMENT

Item 7.K. Consideration and Action on (1) an Ordinance Authorizing to Waive the Formal Bidding Process and Approve a Construction Agreement between the City of Bloomington and American Ramp Company for the O'Neil Park & Pool Skatepark Project; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024, as requested by the

Parks & Recreation Department. (Recommended Motion: The proposed Ordinances be approved.)

ORDINANCE NO. 2023 - 042

AN ORDINANCE AUTHORIZING TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND AMERICAN RAMP COMPANY REPLACING SPOHN RANCH INC. FOR THE O'NEIL PARK & POOL SKATEPARK PROJECT

ORDINANCE NO. 2023 - 043

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

Item 7.L. Consideration and Action on an Ordinance Approving an Amendment to the Agreement and Contract Documents between the City and P.J. Hoerr for the O'Neil Park & Pool Improvement Project Related to the Skatepark and Substantial Completion, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 044

AN ORDINANCE APPROVING AN AMENDMENT TO THE AGREEMENT AND CONTRACT DOCUMENTS BETWEEN THE CITY AND PJ HOERR FOR THE O'NEIL PARK & POOL IMPROVEMENT PROJECT RELATED TO THE SKATE PARK AND SUBSTANTIAL COMPLETION

Item 7.M. was pulled from the Consent Agenda by Mayor Mwilambwe.

Item 7.N. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 42 Ravenwood Circle, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 045

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

Item 7.O. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 2721 Essington Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 046

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT
2721 ESSINGTON STREET

Item 7.P. 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 1210 W. Mill Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 047

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1210 W. MILL STREET

Item 7.Q. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the GAP- 3 Neighborhood District for the Property Located at 612 N. Oak Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 048

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE GAP-3 NEIGHBORHOOD DISTRICT, FOR THE PROPERTY LOCATED AT 612 N. OAK STREET

Item 7.R. Consideration and Action on an Ordinance Approving a Site Plan and a Special Use to allow a Financial Services Use with Drive-Through in the B-2 (Local Commercial) District for Property Located at 602 S. Gridley Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 049

AN ORDINANCE APPROVING A SITE PLAN AND A SPECIAL USE TO ALLOW A FINANCIAL SERVICES USE WITH DRIVE-THROUGH IN THE B-2 (LOCAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 602 S. GRIDLEY STREET

Item 7.S. Consideration and action on: (1) an Ordinance Approving a First Amendment to the Development Agreement by and between the City of Bloomington and 102 South East, LLC, and Consenting to a Delay in the Substantial Completion Date; and (2) an Ordinance Approving a First Amendment to the Tax Abatement Agreement between the Bloomington Public Schools, District 87, the City of Bloomington, & 102 South East, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinances be approved.)

ORDINANCE NO. 2023 - 050

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND 102 SOUTH EAST, LLC, AND CONSENTING TO A DELAY IN SUBSTANTIAL COMPLETION

ORDINANCE NO. 2023 - 051

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE TAX ABATEMENT AGREEMENT BETWEEN THE BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87, THE CITY OF BLOOMINGTON & 102 SOUTH EAST, LLC

Item 7.T. Consideration and Action on an Application from CreatiVets for the Tailgates N' Tallboys Event to be Held at the Interstate Center Located at 1106 Interstate Dr. Requesting a Class LA (Limited, All Types of Alcohol) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

Item 7.M. Consideration and Action on an Ordinance Amending Chapter 35 Regarding the Composition of the Bloomington Police Department, as requested by the Police Department.

Mayor Mwilambwe confirmed with City Clerk, Leslie Yocum, that the Item pulled was no longer wished to be considered at the meeting and would likely return at a later time.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on an Ordinance Approving a Redevelopment Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC, as requested by the Economic & Community Development Department.

Deputy City Manager Billy Tyus provided a brief overview of Tax Increment Financing ("TIF") Districts, as well as the Downtown East Washington Street TIF District. He then spoke about the proposed project and agreement terms including incentives. He wrapped up by outlining steps for approval of the project.

Council Member Crumpler thanked the developer for interest in developing the property and stressed the importance of adding prevailing wage language to the agreement. He also encouraged the o use local apprenticeship programs through local unions.

Council Member Crumpler made a motion, seconded by Council Member Hendricks, to table the Item until the June 12, 2023 Council Meeting for further discussion and consideration.

Council Member Becker did not support the motion. He expressed support in the development and believed it would support local workers and businesses.

Council Member Hendricks stressed the City needing additional housing, but believed additional language in the agreement was necessary to ensure local businesses and workers be included in the project.

Council Member Boelen noted the project being a public-private development, not a City-driven project, and stressed the parcel had not been revenue generating for many years. She supported additional agreement language for the use of local labor, but did not support tabling the Item.

Council Member Kearns discussed the difference in housing terminology between "luxury" and "affordable".

Council Members Montney and Lee did not support tabling the Item.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Hendricks, Crumpler, Mwilambwe

NAYES: Boelen, Montney, Becker, Lee

Motion carried.

The following item was presented:

Item 8.B. Presentation and Discussion of Fiscal Year (FY) 2024 and 2025 General Resurfacing and Pavement Preservation Programs and the State of the Street and Sidewalk Network, as requested by the Public Works Department.

Deputy City Manager Jeff Jurgens introduced the Item.

Kevin Kothe, Public Works Director, and Craig Shonkwiler, Asst. Public Works Director & City Engineer, addressed Council. Mr. Shonkwiler explained various statistics the Public Works Department ("PW") used for reporting. He noted that about 40% of the street networks and 15-20% of the sidewalk networks were in the fair to poor surface rating. He explained various elements that affected pavement deterioration and explained the benefits of various

strategies for pavement maintenance. He presented street and sidewalk program expenses over the past 20 years, as well as Fiscal Years ("FY") 2024 and 2025 Program Allocations describing various pavement preservation treatments and costs. He went on to discuss various subdivisions needing work, the proposed FY 2024 Program Schedule, and how PW leveraged new technology to gain additional data on pavement deterioration.

Council Member Becker thanked Mr. Shonkwiler for the level of detail in his presentation. He confirmed that, even with the increased budget for preservation, funding was not enough to make progress on historical pavement deterioration. He noted that in order to increase the budget as needed to make desired improvements, Council needed to drive up the tax base through development.

Council Member Crumpler and Mr. Shonkwiler discussed how pavement rejuvenators increased the life of the pavement by 5-7 years.

Mayor Mwilambwe noted Council Member Montney exited the meeting at 7:55 P.M.

Finance Director's Report

Scott Rathbun, Finance Director, addressed Council and reminded the community of how taxes lagged due to required reporting timelines. He provided additional detail on formatting for the new Council Members and then discussed major tax revenues for Fiscal Year (FY) 2023 comparing year-to-date figures to projected budget figures. He presented General Fund Revenues and Expenditures, as well as Enterprise Funds highlighting significant changes, and then presented FY 2023 expenditures. He noted expected delayed impacts on expenses due to supply costs and ended by reminding the community where to find his presentations on the City's website.

Council Member Boelen thanked Mr. Rathbun for his presentation.

City Manager's Discussion

Deputy City Manager Jurgens discussed multiple upcoming events Downtown and announced that City Manager, Tim Gleason, had appointed Chris Spanos as the City's new Corporation Counsel. He then briefly described Mr. Spanos' resume.

Mayor's Discussion

Mayor Mwilambwe thanked multiple Council Members for filling in for him at recent events.

Council Member's Discussion

Council Member Hendricks highlighted various vacancies in Boards and Commissions and encouraged community members to view the Board and Commission pages on the City's website for more information.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

ABSENT: Montney

Motion carried (viva voce).

The meeting adjourned at 8:18 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 \$10,252,637.11 (Payroll total \$3,262,275.95, Accounts Payable total \$6,674,004.43, Bank Transfers total \$162,997.91, and Procurement Card Purchases total \$153,358.82).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
6/16/2023	\$ 2,680,301.87	\$ 581,974.08	\$ 3,262,275.95

Off Cycle Adjustments

PAYROLL TOTAL	\$ 3,262,275.95
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
6/26/2023	AP General	\$ 6,363,628.33
6/26/2023	AP JMScott	\$ 10,000.00
	AP Comm Devel	
	AP IHDA	
6/26/2023	AP Library	\$ 32,857.84
	AP MFT	
6/8/23-6/19/23	Out of Cycle	\$ 267,518.26
4/23/23-6/6/23	AP Bank Transfers	\$ 162,997.91
	AP TOTAL	\$ 6,837,002.34

PCARDS

Date Range	
4/4/23-5/1/23	\$153,358.82

PCARD TOTAL	\$153,358.82
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GRAND TOTAL	\$ 10,252,637.11
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: If approved, the City will purchase a 2024 Elgin Broom Bear through a joint purchasing contract and use it to replace Unit R57, a 2018 Elgin Broom Bear. Unit R57 is used daily by the Streets and Sewers Division of the Public Works Department to comply with the Illinois Environmental Protection Agency NPDES Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (MS4) Best Management Practices number F6 - Other Municipal Controls.

The City operates a street sweeping program that annually cleans approximately 9,000 curb miles of street to remove material that otherwise may have entered the MS4. Street sweeping is a Best Management Practice to meet the permit requirements. It is also used to collect leaves in the fall. Other uses include clean up after Downtown events and removal of debris after water main, sewer, and road milling repairs.

The current Unit R57 is 5 years old and has 29,199 miles and 5,883 hours of use. The maintenance cost to date is \$43,478.12. Repair issues with this unit have included tires, side broom carriage bushings and pins, EGR system, drive line, broom replacements, engine fuel pump, electrical issues, lights, and hydraulic system.

The City is utilizing the Sourcewell Contract (Contract: #093021-ELG - valid through 11/16/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Staff requests that the replaced unit be declared surplus and traded in toward the purchase of the new unit, with a trade-in credit of \$100,000. The trade-in credit is included in the \$239,543 purchase amount.

The City has been operating Elgin Eagles for several years. After market research, which included the operation of several different units and contacting several municipalities and private contractors, the Elgin Broom Bear was chosen for its performance, ease of maintenance, and lower operating cost with the elimination of an auxiliary drive engine. Seeking to maintain consistency, focus on efficiency, and leverage the operational experience of staff, Public Works is recommending the purchase of Elgin brand sweeper. The City owns Elgin brand equipment and staff is familiar with their operation, maintenance, and repair, and Fleet stocks replacement and repair parts and has made a significant capital investment with sweepers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase of a 2024 Elgin Broom Bear Street Sweeper from Key Equipment, in the amount of \$239,543, and trade in the 2018 Elgin Broom Bear (R57), for a Credit of \$100,000. The net cost after the trade credit is \$239,543. The Public Works Department has budgeted \$350,314 for the purchase of the sweeper for the Streets and Sewers Section of Public Works. This will be paid from the Storm Water-Capital Outlay Equipment Other than Office account (53103100-72140). Stakeholders can locate this in the FY 2024 Budget Book titled “Other Funds & Capital Improvement” on pages 91 and 98.

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-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), and 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: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 6B Proposal](#)

[PW 6C R57 Photo](#)

[PW 6D Sourcewell Joint Purchasing Contract](#)



Presents a Proposal Summary

of the



New Elgin Broom Bear Single Engine Street Sweeper with Dual Side Brooms

for



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

PRODUCT DESCRIPTION

- Conveyor squeegee, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Broom side, 46" steel vertical digger 4 or 5 segment, Hydraulic suspension
- Broom side, Hydraulic floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Chevron Belt loading system
- Belt lift independent from main broom
- Belt conveyor flush out system
- Belt Conveyor raise in reverse
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator, and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360-gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual



ADDITIONAL FEATURES:

- Electric switches to control water to Side & main brooms
- Strip Main Broom (URB) - Center Sweep
- Sidebroom Tilt Option Right & Left-Hand Including Indicator
- High temp low hyd oil shutdown system
- Extended Hopper Door
- JA Autolube Sweeper Only
- Package 2: Amber Single Rear/Single Hopper Beacon; LED with Guard & mirror flashers
- Package A: LED Stop/Tail/Turn Lights
- Package C: (2) Rear Low Mounted Oval Amber LED Flashers
- Hopper Interior LED Flood Light with camera

Mounted on:

New 2024 International MV607 4x2 single axle chassis

Cummins diesel engine
Allison Automatic transmission
Dual steering and controls

One New Elgin Broom Bear / International MV607 chassis

\$346,331.00

Less Sourcewell Discount:

-\$ (6,788.00)

Trade in allowance for 2018 Elgin Broom Bear S/N 4MH11133

-\$100,000.00

VIN: 1HTMKTAN0JH602488

Total Invoice Amount:

\$ 239,543.00

*Price includes delivery, start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes, or license & title fees.

Proposal date: April 26,2023.

Proposal is valid through June 30,2023.

Sourcewell Contract #: 093021-ELG



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

Customer Name _____ PO# _____

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

Date _____



Brad Franklin
Territory Manager

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as, but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications, or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident, or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

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



**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: If approved, the City will purchase three 2024 Titan Leaf Pro Leaf Vacuums through a joint purchasing contract and use them to replace Unit R72, Unit R73, and Unit R74. These units are used by the Solid Waste Division of the Public Works Department, along with brush pickup equipment, for seasonal curbside leaf collection in late fall.

The Solid Waste Division's leaf collection equipment consists of three units that are 24 years old, two units that are 20 years old, one unit that is 5 years old, one unit that is 4 years old, and three units that will be put into service this fall. These units average 113 hours of use per year. Leaf collection averages four to five weeks a year. To reduce downtime and maintenance costs, the City seeks to replace these older units, as it is getting harder to find replacement parts. Staff are still working through leaf collection approaches, and, while that is not finalized, the age of the equipment requires that they be replaced while finalization efforts are underway.

Unit R72, a 1999 ODB LTC600 Leaf Vacuum, is 24 years old and has 2,448 hours on it. The maintenance cost to date for this unit is \$63,399.26. Repair issues with this unit have included electrical issues, jack, suction and discharge hoses, safety switches, main drive belt, and fan bearings.

Unit R73, a 1999 ODB LTC600 Leaf Vacuum, is 24 years old and has 2,600 hours on it. The maintenance cost to date for this unit is \$50,567.51. Repair issues with this unit have included the main drive belt, safety switches, fuel injection pump, fuel nozzles, electrical issues, suction and discharge hoses, lights, and fan bearings.

Unit R74, a 1999 ODB LTC600 Leaf Vacuum, is 24 years old and has 2,673 hours on it. The maintenance cost to date for this unit is \$63,447.95. Repair issues with this unit have included safety switches, lights, suction and discharge hoses, fuel tank cracks, engine belts, main drive belt, and auto lube system.

The City is utilizing the Sourcewell Contract (Contract: #093021-ELG - valid through 11/16/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Staff requests that the replaced units be declared surplus and traded in toward the purchase of the new units, with a trade-in credit of \$19,500. The trade-in credit is included in the \$190,152 purchase amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase three 2024 Titan Leaf Pro Leaf Vacuums from Key Equipment, in the amount of \$190,152. The Public Works Department has budgeted \$183,015 for the purchase of the three leaf vacuums for the Solid Waste Division of Public Works. The new units will cost \$209,652 with a trade-in credit of \$19,500 for a total purchase cost of \$190,152. The leaf vacuums will be paid for using the Capital Lease - Capital Outlay Equipment Other than Office account (40110149 -72140). During the fiscal year, items are often over or under budget on the Capital Lease. Although this is \$7,137 over the budgeted amount the Finance Department monitors this to ensure that the City stays within the overall Capital Lease budget. If necessary at fiscal year-end, a budget amendment would be brought to Council for consideration. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 91 and 98.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal NE-5. (Provide more efficient and sustainable municipal solid waste, management), Objective NE-5.2. (Continue to address solid waste issues at a regional level)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 5B Quote](#)

[PW 5C R72 and R74 Photo](#)

[PW 5D R73 Photo](#)

[PW 5E Sourcewell Joint Purchasing Contract Elgin_Sweeper_Contract_093021.pdf](#)

6/6/2023

City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702
Attn: Rob Krones



Re: Titan Pro Sourcewell Proposal



Rob,

Thank you for the opportunity to supply you with a proposal for a new Titan Leaf Pro Sourcewell proposal. Please review the features listed below.

Titan Leaf Pro

Engine:

- Kubota 3800 Turbo Diesel 4 cylinder rated for 74 HP Tier 4
- Murphy PV450 Engine control Monitor with safety & High-Low shutdown mounted at operators' station.
- Magnetic Perforated radiator screen
- 50-gallon Aluminum fuel tank
- 11.5" Clutch assembly with 2-3/16" PTO shaft with 2 greaseable Pillow Block bearings

Fan & Blower Housing:

- Blower Housing: front and back constructed of 7ga. Steel, Outer Skin 10Ga Steel.
- 30" Suction impeller with six 3/8" thick, 12" wide AR-400 steel blades with two gussets per blade
- 5 strand 5VX Power band belt drive for suction impeller

Hose & Boom:

- Hydraulic hose boom powered by Hydraulic Gear pump mounted to the engine
- Proportional Hydraulics integrated with a Murphy PV450 engine control monitor.
- 16" diameter x 120" rubber intake hose with steel nozzle
- LED DOT lights and an oval LED amber flasher light at rear
- 16" diameter x 48" rubber exhaust hose

Trailer:

- HD height adjustable pintle eye
- Manual Crank Parking jack with drop foot jack stand 8,000lb with caster wheel
- Electric brakes with break-away actuator

Single 7,000lb axle
Oval Safety flashers at rear of unit

Additional Enhancements:

Elbow Liner, Bolt in 1/4" Elbow liner to protect elbow from premature wear,
Clean-out door, At the bottom of the vacuum housing there shall be a top-hinged clean
Clean-out door for easy removal of unwanted debris in the vacuum housing. The door shall has
a safety interlock that will prevent the engine from starting if the door is open.

2024 Titan Leaf Pro Sourcewell Price:

Total Amount for One (1) Unit: \$ 69,884.00 x 3 units = \$ 209,652.00
Trade allowance for Units R72, R73 & R74. (6,500ea x 3) \$ (19,500.00)
Total Invoice amount for Three (3) Units: \$ 190,152.00

Sourcewell Contract #093021-GEP

Includes Delivery, PDI and Lifetime Training.
Pricing valid until 6/30/23



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

Customer Name _____ PO# _____

By _____ Date _____

A handwritten signature in black ink that reads "Brad Franklin".

Brad Franklin
Territory Manager



Springfield Branch

Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408





**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: If approved, the City will purchase seven 2024 Chevrolet Trax Compact SUVs through a joint purchasing contract. Four vehicles will be used to replace Unit 54, Unit 66, Unit 52, and Unit CD2, and three vehicles will be new units. Staff requests that the replaced units be declared surplus and sold via public, online auction where they are estimated to sell for approximately \$11,500 each.

The City is utilizing the Sourcewell Contract (Contract: #091521-NAF - valid through 11/8/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Unit 54, a 2007, Ford Focus, is 16 years old and has 77,014 miles. The maintenance cost to date is \$5,644.30. Recent repair issues with this unit have included the engine cooling system, brakes, shifter assembly, HVAC system, motor mounts, battery, and tires.

Unit 66, a 2007 Ford Focus, is 16 years old and has 32,296 miles. The maintenance cost to date is \$3,226.38. Recent repair issues with this unit have included intake air control, exhaust system, battery, parking brake cables, tires, and brakes.

The Building Safety Division of the Economic & Community Development Department ("ECD") also needs an additional unit to support a new position that was recently filled. The employee is currently using a motor pool vehicle which are vehicles utilized for seasonal employees throughout the City and as loaner vehicles when front-line units are out of service for maintenance.

The preceding three units will be used by the Building Safety Division of ECD. The Division focuses primarily on the review and inspection of the built environment. Services include plan review and inspection of construction, plumbing, electrical, heating/ventilating, fire prevention, and air-conditioning systems. Routine fire inspections ensure public safety and provide information about current uses and layouts.

Unit 52, a 2005 Chevrolet Impala, is 18 years old and has 89,096 miles. The maintenance cost to date is \$5,951.49. Recent repair issues with this unit have included a brake warning system, brakes, exhaust, shift solenoid, electrical issues, and starter.

Unit CD2, a 2011 Chevrolet Impala, is 12 years old and has 97,935 miles. The maintenance cost to date is \$22,123.11. Recent repair issues with this unit have included windshield replacement, brakes, transmission, battery, HVAC, front struts, and oil cooler lines.

The Community Enhancement Division of ECD also needs an additional unit to support a new position that was recently filled. The new employee is currently using a motor pool vehicle.

The preceding three units will be used daily by the Community Enhancement Division of ECD. The Community Enhancement Division is primarily responsible for the inspection, maintenance, and life safety of existing homes and commercial buildings throughout the City. The services provided include complaint-driven code enforcement, a proactive rental housing inspection program, and Neighborhood Preservation Ordinance.

The Police Department needs an additional unit to support a recently hired supervisor in the Parking Enforcement Division. The employee is using a Street Crimes unit until a new unit can be purchased. This unit will be equipped with amber lights, as the red and blue lights must be made inoperable when not in use by Police. This unit will not need to be Police Rated because it will not be used by Sworn Police Officers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the purchase of seven 2024 Chevrolet Trax from National Auto Fleet Group of Watson, CA. (Sourcewell Contract#091521-NAF) with a cost of \$157,167.44 will be purchased, three units from the Building Safety-Capital Outlay Licensed Vehicle account (10015410-72130) totaling \$67,090.95 of which \$123,238 was budgeted for this purchase, three units from the Community Enhancement-Capital Outlay Licensed Vehicle account (10015430-72130) totaling \$67,090.95 of which \$124,808 was budgeted, and one from Parking-Capital Outlay Licensed Vehicle account (10015490-72130) totaling \$22,985.54. The Parking Unit was not included in the FY 2024 Budget, but is needed for a newly created supervisory position. If approved, a budget transfer of \$22,985.54 will be processed moving \$11,492.77 from Building Safety-Capital Outlay Licensed Vehicle account (10015410-72130) and \$11,492.77 from the Community Enhancement-Capital Outlay Licensed Vehicle account (10015430-72130) to the Parking-Capital Outlay Licensed Vehicle account (10015490-72130), where this purchase of \$22,985.54 will be made. Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview General Fund" on pages 260, 271, and 294 and in the FY 2024 Budget Book titled "Other Funds & Capital Improvement Program" on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.1. (Enhance the livability of all Bloomington neighborhoods); Goal N-2. (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), Objective N-2.3. (Enhance Bloomington's public realm); and Goal PS-3. (A comprehensive emergency preparedness plan), Objective PS-3.1. (Ensure the safety of Bloomington's residents in emergency situations)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 4B ECD Quote](#)

[PW 4C Police Quote](#)

[PW 4D Unit 52 Photo](#)

[PW 4E Unit 55 Photo](#)

[PW 4F Unit CD2 Photo](#)

[PW 4G Unit 66 Photo](#)

[PW 4H Sourcewell Joint Purchasing Contract 091521-NAF](#)



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/8/2023

Quote ID: **34319**

Order Cut Off Date: **TBA**

Rob Krones
City of Bloomington
Fleet Managment
336 South Main st
Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Six (6) New/Unused (2024 Chevrolet Trax (1TR58) FWD 4dr LS,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	\$22,585.00	\$22,363.65	0.980 %	\$134,181.90	\$1,328.10
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$22,363.65		\$134,181.90	

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)
TRANSMISSION	
Code	Description
MNH	Transmission, 6-speed automatic, (STD)
AXLE	
Code	Description
FJM	Axle, 3.50 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LS	LS Preferred Equipment Group, Includes Standard Equipment
WHEELS	
Code	Description
RSE	Wheels, 17" (43.2 cm) Silver-painted aluminum
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
A50	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H5D	Jet Black/Gray with Blue accents, Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
ZFT	LS Convenience Package, includes (BTV) Remote Start, (KA1) heated driver and front passenger seats, (B35) carpeted rear floor mats, (DLF) outside heated power-adjustable mirrors, (DP6) body-color mirror caps and (RSE) 17" Silver-painted aluminum wheels
WPA	Driver Confidence Package, includes (UFG) Rear Cross Traffic Alert and (UKC) Lane Change Alert with Side Blind Zone Alert
DLF	Mirrors, outside heated power-adjustable, manual-folding
DP6	Mirror caps, painted body-color
KA1	Seats, heated driver and front passenger
B35	Floor mats, carpeted rear

BTV	Remote Start
UKC	Lane Change Alert with Side Blind Zone Alert
UFG	Rear Cross Traffic Alert
UD7	Rear Park Assist
R9L	Deleted 3 Years of OnStar Remote Access

2024 Fleet/Non-Retail Chevrolet Trax FWD 4dr LS

WINDOW STICKER

2024 Chevrolet Trax FWD 4dr LS		
CODE	MODEL	MSRP
1TR58	2024 Chevrolet Trax FWD 4dr LS	\$20,400.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)	\$0.00
MNH	Transmission, 6-speed automatic, (STD)	\$0.00
FJM	Axle, 3.50 final drive ratio	\$0.00
1LS	LS Preferred Equipment Group, Includes Standard Equipment	\$0.00
RSE	Wheels, 17" (43.2 cm) Silver-painted aluminum	INC
GAZ	Summit White	\$0.00
A50	Seats, front bucket, (STD)	\$0.00
H5D	Jet Black/Gray with Blue accents, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
ZFT	LS Convenience Package, includes (BTV) Remote Start, (KA1) heated driver and front passenger seats, (B35) carpeted rear floor mats, (DLF) outside heated power-adjustable mirrors, (DP6) body-color mirror caps and (RSE) 17" Silver-painted aluminum wheels	\$995.00
WPA	Driver Confidence Package, includes (UFG) Rear Cross Traffic Alert and (UKC) Lane Change Alert with Side Blind Zone Alert	\$250.00
DLF	Mirrors, outside heated power-adjustable, manual-folding	INC
DP6	Mirror caps, painted body-color	INC
KA1	Seats, heated driver and front passenger	INC
B35	Floor mats, carpeted rear	INC
BTV	Remote Start	INC
UKC	Lane Change Alert with Side Blind Zone Alert	INC
UFG	Rear Cross Traffic Alert	INC
UD7	Rear Park Assist	\$145.00
R9L	Deleted 3 Years of OnStar Remote Access	(\$300.00)
Please note selected options override standard equipment		
SUBTOTAL		\$21,490.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,095.00
TOTAL PRICE		\$22,585.00
Est City: 28 MPG Est Highway: 32 MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT) (137 hp [102 kW] @ 5000 rpm, 162 lb-ft of torque [219 N-m] @ 2500 rpm) (STD)
Transmission, 6-speed automatic (STD)
Axle, 3.50 final drive ratio

EXTERIOR

Wheels, 17" (43.2 cm) steel with wheel cover (STD)
--

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wireless Apple CarPlay and wireless Android Auto compatibility (STD)

INTERIOR

Seats, front bucket (STD)

GVWR

GVWR, 4145 lbs. (1880 kg)

TIRES

Tires, 225/60R17 all-season, blackwall
--

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Engine air filtration monitor
Drivetrain, front-wheel drive
Coolant protection, engine
Battery, 70AH, 12V, 760 cold-cranking amps
Alternator, 130 amps
Suspension, Ride and Handling
Suspension, front MacPherson strut
Suspension, rear, compound crank
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Brake, electronic parking
Brake lining, performance
Brake rotor, FNC
Mechanical jack with tools
Capless fuel fill
Exhaust tip, turned down, hidden
Wheel, spare, 16" (40.6 cm) steel
Tire, spare, compact
Spoiler, rear
Moldings, Black, side windows surround

Moldings, body-side, lower, extra wide, molded in Black
Headlamps, LED
Headlamp control, automatic on and off
IntelliBeam, auto high beam (Included with (PED) Chevy Safety Assist.)
Lamp, center high-mounted stop/brake (CHMSL)
Mirrors, outside power-adjustable, manual-folding
Mirror caps, molded in Black
Glass, deep-tinted
Wiper, rear, intermittent
Wipers, front intermittent, variable speed
Glass, tinted windshield
Ornamentation, Trax lettering
Liftgate, manual
Door handles, body-color
Recovery hook, front
Audio system feature, 4-speaker system
SiriusXM, enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation
Seat trim, Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Seat, rear 60/40 split-folding
Head restraints, front, 2-way adjustable
Head restraints, rear, height adjustable
Knee bolster, driver and front passenger
Console, floor with armrest
Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)
Steering wheel, polyurethane
Steering column, tilt and telescoping
Steering wheel controls, mounted audio, cruise control Driver Information Center, Forward Collision Alert gap adjust and phone interface controls
Driver Information Center, 3.5" diagonal monochromatic display
Vehicle health management
Window, power, front passenger with express down
Window, power, driver with express down
Windows, power rear, express down
Door locks, power
Keys, (2) foldable
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Theft-deterrent system, immobilizer
Remote panic alarm
USB ports, 2, one type-A and one type-C, located within the instrument panel
Power outlet, 12-volt, located on instrument panel
Air conditioning, single-zone manual
Defogger, rear-window electric
Air filter, pollutant

Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, front passenger
Assist handles, rear outboard
Shift knob, urethane
Lighting, interior, overhead courtesy lamp
Lighting, interior, roof, rear courtesy
Lighting, rear cargo compartment lamp
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking (Included with (PED) Chevy Safety Assist.)
Front Pedestrian Braking (Included with (PED) Chevy Safety Assist.)
Braking control, ECM grade
StabiliTrak, stability control system
Daytime Running Lamps, reduced intensity low beam, LED
Airbags, frontal and seat-mounted side-impact for driver and front passenger; roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)
Forward Collision Alert (Included with (PED) Chevy Safety Assist.)
Following Distance Indicator (Included with (PED) Chevy Safety Assist.)
Lane Keep Assist with Lane Departure Warning (Included with (PED) Chevy Safety Assist.)
Seat belts, 3-point, all seating positions with front tensioners
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened, programmable
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor, manual learn
Tire Fill Alert
3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

5/26/2023

Quote ID: **34137**Order Cut Off Date: **TBA**

Rob Krones
City of Bloomington
Fleet Managment

336 South Main st

Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Trax (1TR58) FWD 4dr LS,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$23,255.00	\$22,985.54	1.159 %	\$269.46
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$22,985.54		

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Other Requests

Description of any upfit needed
need a light bar/ arrow stick

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)
TRANSMISSION	
Code	Description
MNH	Transmission, 6-speed automatic, (STD)
AXLE	
Code	Description
FJM	Axle, 3.50 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LS	LS Preferred Equipment Group, Includes Standard Equipment
WHEELS	
Code	Description
RSE	Wheels, 17" (43.2 cm) Silver-painted aluminum
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
A50	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H5D	Jet Black/Gray with Blue accents, Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
ZFT	LS Convenience Package, includes (BTV) Remote Start, (KA1) heated driver and front passenger seats, (B35) carpeted rear floor mats, (DLF) outside heated power-adjustable mirrors, (DP6) body-color mirror caps and (RSE) 17" Silver-painted aluminum wheels

WPA	Driver Confidence Package, includes (UFG) Rear Cross Traffic Alert and (UKC) Lane Change Alert with Side Blind Zone Alert
VQK	LPO, Front and rear splash guards, custom molded
DLF	Mirrors, outside heated power-adjustable, manual-folding
DP6	Mirror caps, painted body-color
KA1	Seats, heated driver and front passenger
VAV	LPO, All-weather floor mats, front and rear, Jet Black
BTV	Remote Start
UKC	Lane Change Alert with Side Blind Zone Alert
UFG	Rear Cross Traffic Alert
UD7	Rear Park Assist

2024 Fleet/Non-Retail Chevrolet Trax FWD 4dr LS

WINDOW STICKER

2024 Chevrolet Trax FWD 4dr LS

CODE	MODEL	MSRP
1TR58	2024 Chevrolet Trax FWD 4dr LS	\$20,400.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)	\$0.00
MNH	Transmission, 6-speed automatic, (STD)	\$0.00
FJM	Axle, 3.50 final drive ratio	\$0.00
1LS	LS Preferred Equipment Group, Includes Standard Equipment	\$0.00
RSE	Wheels, 17" (43.2 cm) Silver-painted aluminum	INC
GAZ	Summit White	\$0.00
A50	Seats, front bucket, (STD)	\$0.00
H5D	Jet Black/Gray with Blue accents, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
ZFT	LS Convenience Package, includes (BTV) Remote Start, (KA1) heated driver and front passenger seats, (B35) carpeted rear floor mats, (DLF) outside heated power-adjustable mirrors, (DP6) body-color mirror caps and (RSE) 17" Silver-painted aluminum wheels	\$995.00
WPA	Driver Confidence Package, includes (UFG) Rear Cross Traffic Alert and (UKC) Lane Change Alert with Side Blind Zone Alert	\$250.00
VQK	LPO, Front and rear splash guards, custom molded	\$195.00
DLF	Mirrors, outside heated power-adjustable, manual-folding	INC
DP6	Mirror caps, painted body-color	INC
KA1	Seats, heated driver and front passenger	INC
VAV	LPO, All-weather floor mats, front and rear, Jet Black	\$175.00
BTV	Remote Start	INC
UKC	Lane Change Alert with Side Blind Zone Alert	INC
UFG	Rear Cross Traffic Alert	INC
UD7	Rear Park Assist	\$145.00

Please note selected options override standard equipment

SUBTOTAL	\$22,160.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,095.00
TOTAL PRICE	\$23,255.00

Est City: 28 MPG
 Est Highway: 32 MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

--

Standard Equipment**MECHANICAL**

Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT) (137 hp [102 kW] @ 5000 rpm, 162 lb-ft of torque [219 N-m] @ 2500 rpm) (STD)

Transmission, 6-speed automatic (STD)

Axle, 3.50 final drive ratio

EXTERIOR

Wheels, 17" (43.2 cm) steel with wheel cover (STD)
--

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wireless Apple CarPlay and wireless Android Auto compatibility (STD)

INTERIOR

Seats, front bucket (STD)

GVWR

GVWR, 4145 lbs. (1880 kg)

TIRES

Tires, 225/60R17 all-season, blackwall
--

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Engine air filtration monitor

Drivetrain, front-wheel drive

Coolant protection, engine

Battery, 70AH, 12V, 760 cold-cranking amps
--

Alternator, 130 amps

Suspension, Ride and Handling

Suspension, front MacPherson strut

Suspension, rear, compound crank

Steering, power, non-variable ratio, electric

Brakes, 4-wheel antilock, 4-wheel disc
--

Brake, electronic parking

Brake lining, performance

Brake rotor, FNC

Mechanical jack with tools
Capless fuel fill
Exhaust tip, turned down, hidden
Wheel, spare, 16" (40.6 cm) steel
Tire, spare, compact
Spoiler, rear
Moldings, Black, side windows surround
Moldings, body-side, lower, extra wide, molded in Black
Headlamps, LED
Headlamp control, automatic on and off
IntelliBeam, auto high beam (Included with (PED) Chevy Safety Assist.)
Lamp, center high-mounted stop/brake (CHMSL)
Mirrors, outside power-adjustable, manual-folding
Mirror caps, molded in Black
Glass, deep-tinted
Wiper, rear, intermittent
Wipers, front intermittent, variable speed
Glass, tinted windshield
Ornamentation, Trax lettering
Liftgate, manual
Door handles, body-color
Recovery hook, front
Audio system feature, 4-speaker system
SiriusXM, enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation
Seat trim, Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Seat, rear 60/40 split-folding
Head restraints, front, 2-way adjustable
Head restraints, rear, height adjustable
Knee bolster, driver and front passenger
Console, floor with armrest
Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)
Steering wheel, polyurethane
Steering column, tilt and telescoping
Steering wheel controls, mounted audio, cruise control Driver Information Center, Forward Collision Alert gap adjust and phone interface controls
Driver Information Center, 3.5" diagonal monochromatic display
Vehicle health management
Window, power, front passenger with express down
Window, power, driver with express down
Windows, power rear, express down

Door locks, power
Keys, (2) foldable
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Theft-deterrent system, immobilizer
Remote panic alarm
USB ports, 2, one type-A and one type-C, located within the instrument panel
Power outlet, 12-volt, located on instrument panel
Air conditioning, single-zone manual
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, front passenger
Assist handles, rear outboard
Shift knob, urethane
Lighting, interior, overhead courtesy lamp
Lighting, interior, roof, rear courtesy
Lighting, rear cargo compartment lamp
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking (Included with (PED) Chevy Safety Assist.)
Front Pedestrian Braking (Included with (PED) Chevy Safety Assist.)
Braking control, ECM grade
StabiliTrak, stability control system
Daytime Running Lamps, reduced intensity low beam, LED
Airbags, frontal and seat-mounted side-impact for driver and front passenger; roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)
Forward Collision Alert (Included with (PED) Chevy Safety Assist.)
Following Distance Indicator (Included with (PED) Chevy Safety Assist.)
Lane Keep Assist with Lane Departure Warning (Included with (PED) Chevy Safety Assist.)
Seat belts, 3-point, all seating positions with front tensioners
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened, programmable
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor, manual learn
Tire Fill Alert
3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)









**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: If approved, the City will purchase a 2023 Ford Maverick Hybrid pickup truck. The City recently released Bid #2023-35 for two new Ford Maverick Hybrid Trucks or Equivalent Trucks on March 31, 2023. Only one submission from Bob Ridings in the amount of \$27,535 per truck was received on April 18, 2023. The proposed price for this purchase is the same as the price received via bid from Bob Ridings in April. Historically there have been no responses to vehicle bid solicitations or like in this case, only one bidder who usually specializes in fleet sales.

The Fleet Maintenance Division ("Fleet") of Public Works typically uses joint purchasing contracts for passenger (light duty) vehicle purchases and monitors them to find vehicles that best fit the needs of City departments. Fleet also monitors and stays in contact with nearby dealers, suppliers, vendors, and other organizations in the industry. In this case, Fleet became aware that a nearby dealer, Bob Ridings, would have one vehicle fitting the needs of the Parks and Recreation ("Parks") Department that is not available through a joint purchasing contract. Staff would like to waive the technical bidding requirements and take advantage of obtaining this vehicle as new vehicle availability has been severely reduced recently and if available at all, it is very competitive to purchase what is available.

The Parks Department had Unit 852, which was a 2007 Ford Escape Hybrid. It was 15 years old and had a maintenance cost of \$8,408.75 when it was taken out of service due to a rusted-out engine cradle and sold. Staff are currently using a motor pool vehicle until the replacement arrives. Motor pool vehicles are utilized for seasonal employees throughout the City and as loaner vehicles when front-line units are out of service for maintenance.

The new unit will be used daily by the Parks Department's Project Manager. It will be used to travel all around the City to various parks to supervise the Parks projects and to transport materials as needed. As the old vehicle has been taken out of service and

auctioned off, there is no need to trade-in or auction the replaced vehicle.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase one 2023 Ford Maverick Hybrid Pickup Truck, from Bob Ridings Fleet Sales of Taylorville, IL, in the amount of \$27,535. The Public Works Department has budgeted \$43,160 for the purchase of the unit in the Parks Maintenance-Capital Outlay Licensed Vehicle account (10014110-72130). Stakeholders can locate this in the FY 2024 Budget Books titled: "Budget Overview & General Fund" on page 187 and "Other Funds & Capital Improvement" on page 93.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal NE -2. (Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington); Objective NE -2.1. (Increase the diversity, quality, and quantity of tree cover and greenery throughout the City)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 7B Resolution](#)

[PW 7C Quote](#)

[PW 7D Bid 2023-35 Bid Tab](#)

[PW 7E Bid 2023-35 Bob Ridings Proposal](#)

RESOLUTION NO. 2023 - _____

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

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

WHEREAS, Ford Maverick Pickup Trucks are not available through joint purchasing agreements at this time; and

WHEREAS, Bob Ridings Fleet Sales submitted the only bid for two (2) Ford Maverick Pickup Trucks in April 2023; and

WHEREAS, Bob Ridings Fleet Sales has a Ford Maverick Hybrid Pickup Truck available that meets the needs of the Parks, Recreation, and Cultural Arts Department and is offering the vehicle at the same price they submitted in April for similar vehicles; and

WHEREAS, hybrid truck availability has been severely reduced recently and if available at all, it is very competitive to purchase what is available, therefore, Public Works staff requests the formal bidding process be waived and the City Manager be authorized to enter into any necessary agreement(s) to purchase the new Ford Maverick Pickup Truck from Bob Ridings Inc.

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 technical bidding requirement waived, and the proposed purchase of one (1) Ford Maverick Hybrid Pickup Truck from Bob Ridings Fleet Sales is approved.

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Wednesday, June 14, 2023

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new vehicle and we have this one available for June/July delivery.

This truck is identical to the two we offered for your previous bid # 2023-35, P/O # 20240041-00 and we can offer it to you at the same price as before, see specs below, **ORDER DUE BY 6-30-23**

- 1 2023 Ford Maverick HYBRID CREW Cab Pickup (W8E) w/4.5ft Bed**
CREW Cab includes Full Rear Doors and Rear Seat FRONT Wheel Drive, 121" WB
(993) 2.5 Litre 4cyl HYBRID w/Automatic, get up to 40 MPG!
Includes All XL Standard Equipment, Pkg (100A)
Silver Steel Wheels DOES NOT INCLUDE Power Mirrors
4 Wheel Anti Lock Brakes w/Advance Trac Traction Control
600 CCA Battery, 150 amp Alternator Rearview Camera
8" Touch Screen Controls AM/FM w/Bluetooth Hands Free Phone
P225/65R17 All Season Tires w/Compact Spare Air Conditioning
Tilt Wheel AND Cruise Control Power Windows/Locks/Remote Keyless Entry
(YZ) White Ext, Black CLOTH Bucket Seats, Carpeted Floor w/Front Mats
5200 lb GVWR, Approx 1100 lb Payload NO Trailer Hitch
ADD (16C) Molded Floor Liners
 (96G) Spray in Bedliner
 (47K) 110V Power Outlet
 (4) Keys w/Remotes
 Dealer Undercoat, Factory 5yr Rust Warranty
 Delivery to your Location
 New Municipal Title & Lic NOT Ordered

YOUR COST, P/O # Pending \$27,535.00

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager



EVALUATION TABULATION

ITB No. Bid #2023-35

Two (2) New Ford Maverick Hybrid Pickup Trucks or Equivalent Trucks

RESPONSE DEADLINE: April 18, 2023 at 10:00 am

Report Generated: Tuesday, April 18, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Bob Ridings Ford	\$55,070.00

TWO NEW FORD MAVERICK HYBRID TRUCKS OR EQUIVALENT TRUCKS

Two New Ford Maverick Hybrid Trucks or Equivalent Trucks					Bob Ridings Ford	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Two (2) New 5,200 lb. GVWR Ford Maverick Trucks or Equivalent Trucks	2	LS	\$27,535.00	\$55,070.00
Total						\$55,070.00

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Monday, April 17, 2023

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new vehicles, note that ordering for Mavericks has closed but Bob Ridings has arranged for a few extras. These are going into production with delivery expected in May, contact me ASAP to reserve if desired or for any questions or changes and thanks,

- 2 2023 Ford Maverick HYBRID CREW Cab Pickup (W8E) w/4.5ft Bed**
CREW Cab includes Full Rear Doors and Rear Seat FRONT Wheel Drive, 121" WB
(993) 2.5 Litre 4cyl HYBRID w/Automatic, get up to 40 MPG!
Includes All XL Standard Equipment, Pkg (100A)
Silver Steel Wheels DOES NOT INCLUDE Power Mirrors
4 Wheel Anti Lock Brakes w/Advance Trac Traction Control
600 CCA Battery, 150 amp Alternator Rearview Camera
8" Touch Screen Controls AM/FM w/Bluetooth Hands Free Phone
P225/65R17 All Season Tires w/Compact Spare Air Conditioning
Tilt Wheel AND Cruise Control Power Windows/Locks/Remote Keyless Entry
(YZ) White Ext, Black CLOTH Bucket Seats, Carpeted Floor w/Front Mats
5200 lb GVWR, Approx 1100 lb Payload NO Trailer Hitch
ADD (16C) Molded Floor Liners
 (96G) Spray in Bedliner
 (47K) 110V Power Outlet
 (4) Keys w/Remotes
Dealer Undercoat, Factory 5yr Rust Warranty
Delivery to your Location
New Municipal Title & Lic NOT Ordered
ONE CD Rom Service Manual
COST EACH \$27,535.00

YOUR TOTAL for 2, P/O # Pending \$55,070.00

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

**TWO (2) NEW 5,200lb GVWR FORD MAVERICK HYBRID PICKUP TRUCKS
OR EQUIVALENT TRUCKS FOR THE ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT
Bid #2023-35**

Please note that this form must be completed and submitted with Question #12 in the Vendor Questionnaire section in order for the bid to be responsive.

Year, Make, and Model: 2023 Ford Maverick Hybrid Crew Cab Pickup (W8E)

Number of Delivery Days from Receipt of Order: estimated 60-90 days

Tim Gleason, City Manager

Date Signed



**TWO (2) NEW 5,200lb GVWR FORD MAVERICK HYBRID PICKUP TRUCKS
OR EQUIVALENT TRUCKS FOR THE ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT
Bid #2023-35**

**Important Information Regarding this Bid Package
All bidders please read through
the specifications carefully.**

All of the following 11 items are required for the above listed vehicle, **EXCEPTIONS** will not be granted on these items. Variations will only be granted if the item is covered in the individual bid specifications.

**The City of Bloomington does reserve the right to reject any bid for any reason.
The City of Bloomington does reserve the right to reject any bid and purchase like
equipment from the State of Illinois Joint Purchasing Program if comparable
equipment and competitive pricing is available.**

1. All components provided in this specification shall be factory new, current model year and current design unless otherwise stated in the individual specification.
2. The following bid specifications are **minimum requirements** unless noted otherwise next to the item.
3. Any variations from the following minimum specifications shall be noted in the space provided directly to the right of the item. Bidders will be required to write "**Comply**" or "**Does Not Comply**" in the space provided directly to the right of the item.
4. In the event that your bid does not comply you are required to explain your variations in the space provided to the right of the item or provide an additional sheet of paper to explain your variation. Bids containing variations will be considered.
5. Bidders that do not follow these instructions will automatically be disqualified from this bid.
(This portion of these instructions will strictly be adhered to.)
6. Delivery will be unless noted differently in the package:
F.O.B.
City of Bloomington
Vehicle Maintenance Facility
336 S. Main St.
Bloomington, IL. 61701

7. The awarded bidder shall contact Rob Krones at The City of Bloomington, (24) hours prior to the delivery of the vehicle at 309-434-2340. Delivery will only be accepted between the hours of 8:00 AM to 2:00 PM Monday through Friday.
8. All documents associated with the payment and registration of the new vehicles shall be delivered to Rob Krones at The City of Bloomington, prior to the time of delivery. The City of Bloomington prepares and submits all title and license applications to the State of Illinois.
9. Any trade-in units shall remain in service until the new vehicles have been inspected, approved for payment and ready to go into service for the City unless other arrangements are made with the Superintendent of Equipment Maintenance prior to the delivery of the unit(s).

10. Manuals:

Dealer shall furnish one complete set of manuals on the equipment and all the options; this shall include but shall not be limited to the following:

- a. Complete factory shop manuals for Vehicle (Engine, Electrical Diagrams, Air Conditioning, and other major components.
- c. All factory shop manuals shall be provided in electronic media (CD-ROM) and shall be supplied to the Fleet Maintenance Division of Public Works Department.
- d. All of the above shall be delivered at the time of delivery of the equipment.

11. Color and Trim:

Exterior – Factory standard. All vehicles and equipment shall be supplied in the above colors unless indicated differently in the individual specifications to follow.

5,200lb GVWR FORD MAVERICK HYBRID PICKUP TRUCKS

1. Engine

- 1.1. 2.5L FHEV 4 Cylinder Hybrid/Gasoline Engine.
- 1.2. 50 State Emissions System

2. Alternator and Battery

- 2.1. 150 amp. Min. alternator
- 2.2. 600CCA Maintenance-Free Battery

3. Cooling system

- 3.1. Standard engine cooling package
- 3.2. Extended life coolant with antifreeze protection to -35 degree

4. Transmission

- 4.1. PowerSplit: Electrtonic Continuoustly Variable Transmission
- 4.2 Front Wheel Drive

5. Wheelbase

- 5.1. Crew Cab with Full Rear Doors and Rear Seat
- 5.2. 4.5 Foot Bed
- 5.3. 121 Inch Wheel Base

6. Tires and Wheels

- 6.1. Four (4) P255/65R17 A/S Radial Tires
- 6.2. 17 Inch Steel Wheels
- 6.3. One (1) Compact Spare Tire
- 6.4. Tire Pressure Monitoring System

7. Steering

- 7.1. Full Power Steering
- 7.2. Tilt Steering Wheel

8. Brakes

- 8.1. Power Disc Brakes With Anti-lock (ABS) and Advance Trac Traction Control

9. Suspension/Rear Axle

- 9.1. 5,200 lbs. GVWR
- 9.2. Factory Standard Suspension

10. Lights and Safety

- 10.1. Headlights Factory Standard with day Time Running Lights
- 10.2 Ford CoPilot 360, to Include Automated Emergency Braking, Collision Mitigation System, and Reverse Camera.

11. Interior

- 11.1. Shall be Supplied with a 12 Volt Power Outlet
- 11.3. Interior Hood Release
- 11.4. Driver and Passenger Front and Side Air bag/Curtain
- 11.5. Cruise Control
- 11.6. Tint Glass
- 11.7. Black Cloth Bucket Seats Factory Standard

12. Instruments

- 12.1. Instruments to be Factory Standard.

13. Heater and Air conditioning.

- 13.1. Factory Standard Heater and Air Conditioner System

14. Windshield wipers

- 14.1. Factory Standard Intermittent Windshield Wipers with Washer

15. Radio

- 15.1. AM/FM Radio with BlueTooth Hands Free Phone

16. Electrical Interior

- 16.1. 8 Inch Touch Screen Controls
- 16.2. 110 Volt Power Outlet

17. Doors and Windows

- 17.1. Power Equipment Group- Remote Key FOB, Power Side View Mirrors, Power Windows and Door Locks

18. Exterior Features

- 18.1. Spray in Bed Liner

19. Paint

- 19.1. Bright White Paint Body (Oxford White or equivalent)

20. Miscellaneous

- 20.1. Safety equipment: Fire extinguisher and first aid kit (Shipped Loose)

21. Keys

- 21.1. Four (4) Chassis keys

22. Rust and Corrosion protection

- 22.1. All vehicles shall be **rust Proofed** and **Undercoated**. Provide Copies of Manufacturer's Warranties.

Delivery:

Delivery of the completely assembled unit shall be FOB;
City of Bloomington Fleet Maintenance Facility
336 South Main Street
Bloomington, IL 61701

Bidder shall contact the Superintendent of Fleet Maintenance (Rob Krones 309-434-2340) at least (48) hours prior to delivery.

The City of Bloomington reserves the right to reject any or all bids, to waive informalities and to accept the bid proposals deemed most advantageous to the City of Bloomington

Bid #2023-35

Two New Ford Maverick Pickup Trucks or Equivalent Trucks

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION: (form may be duplicated)

[illegible]



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Miller Park Zoological Society ("Society") is an instrumental partner for the City of Bloomington and Miller Park Zoo ("Zoo"). The Society is an independent nonprofit 501(c)(3) organization governed by a Board of Directors whose purpose is to promote and support the Zoo and its programs in conservation, education, and recreation, and to provide private sector support, both financial and otherwise, for the Zoo's development, operation, and capital improvements. The Memorandum of Understanding ("MOU") establishes, defines, and coordinates a mutually beneficial agreement for the Zoo and the Society. The MOU outlines how the Zoo and the Society will partner for the betterment of the Zoo. It provides detail about gate memberships, admissions, use of facilities, community outreach, financial support, staffing, meetings, and sponsorship. The MOU also provides the Society and the Zoo with the framework they need to further the mission of the Society and the Zoo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society

FINANCIAL IMPACT: In addition to funding projects at the Zoo, the Society shall remit to the City a minimum payment of \$50,000 to be split into two payments of \$25,000 in April and October of each year. Excluding memberships of \$100 or above, the Society shall also remit the amount of \$7 per membership sold as of October 1st. This payment shall be made in addition to the \$25,000 payment to be made in October. Payments received from the Society will be reflected in Miller Park Zoo-Zoological Society Contribution account (10014136-57330). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 212.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-4 (Continue to develop quality parks and recreational programming for all); and Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities)

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Office Manager

ATTACHMENTS:

[PARKS 1B Memorandum of Understanding](#)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") made this ____ *day of May, 2023* (the "Effective Date"), by and between the CITY OF BLOOMINGTON, a municipal corporation (the "CITY"), and the MILLER PARK ZOOLOGICAL SOCIETY, an Illinois 501(c)(3) nonprofit organization (the "SOCIETY").

WHEREAS, the CITY owns and operates Miller Park Zoo (the "ZOO"), a division of the Parks, Recreation Department, for conservation, education, recreation, and scientific study. The CITY provides for the operating, capital improvement and revenue authority and budgets of the ZOO through the CITY's General Operating Budget, Capital Improvement Budget and other special budgets. As such, the CITY shall maintain all operating authority of the ZOO;

WHEREAS, the SOCIETY is an independent nonprofit 501(c)(3) organization governed by a Board of directors (the "BOARD") whose purpose is to promote and support the ZOO and its programs in conservation, education and recreation, and to provide private sector support, both financial and otherwise, for the ZOO's development, operation and capital improvements. The SOCIETY is responsible for services to its membership and maintains independent authority for the acquisition and disposition of its funds. The SOCIETY is not responsible for the day-to-day operation or budget of the ZOO and works solely in a support capacity as determined by its BOARD. BOARD members shall be considered volunteers of the ZOO, subject to all rights and responsibilities associated with volunteer status, *with the exception of* the application process and fees generally associated with becoming a ZOO volunteer; and

WHEREAS, the CITY and the SOCIETY desire to enter into this MOU to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. AUTHORITY OF THE ZOO DIRECTOR (SUPERINTENDENT)

The Zoo Director (SUPERINTENDENT, as defined by the CITY) or the Director of Parks & Recreation (Hereafter referred to as DIRECTOR) shall liaise between the ZOO and the SOCIETY. The SUPERINTENDENT, by SOCIETY by-laws, serves as an ex-officio member of the BOARD. Ex-officio members are members of the BOARD but do not have voting privileges and are not required to hold SOCIETY membership. The SUPERINTENDENT, as an ex-officio member of the Society, will assist in the oversight of all ZOO employees utilized for SOCIETY business as outlined in this MOU.

It is understood and mutually agreed that, except as may be provided in this MOU, on all matters affecting the ZOO, the CITY Council shall determine the ultimate course of any action. The SUPERINTENDENT and/or the DIRECTOR is responsible for running and managing the ZOO, and shall be the arbiter of disputes which may arise between CITY staff at the ZOO and the SOCIETY, provided however, that the authority to address contractual disputes between the CITY and SOCIETY shall belong to the CITY Council and the SOCIETY.

II. GATE ADMISSION AND MEMBERSHIP

The CITY grants free gate admission to the ZOO to members of the SOCIETY and reserves the right to require all members of the SOCIETY to present photo identification with their membership card before gaining admission to the ZOO facilities. The CITY agrees to continue to grant SOCIETY members a discount on all educational programs offered through the ZOO. The SOCIETY, in cooperation with the ZOO, will develop and manage an appropriate ZOO membership program. The Membership Program shall balance the need to broaden the support membership base with optimizing revenue for the SOCIETY. The Membership Program, including membership categories, admission criteria, and benefits as established by the SOCIETY, shall be set forth in a separate document reviewed and approved by the SUPERINTENDENT, DIRECTOR, and/or their designee(s), and the BOARD, and shall be subject to review upon request of the SUPERINTENDENT, DIRECTOR, or the BOARD.

The SOCIETY shall maintain all records related to memberships, financial, demographic, and other, and will provide the City with all up-to-date records by the 5th of each month and/or upon request. The CITY agrees to allow CITY staff to promote, sell and process SOCIETY memberships, in a manner consistent with SOCIETY and ZOO's missions, branding, policies and procedures. The SUPERINTENDENT will assist in the oversight of ZOO staff promoting and selling SOCIETY memberships.

The SOCIETY shall remit to the CITY a minimum payment of \$50,000.00 to be split into two payments of \$25,000.00 in April and October of each year. Excluding memberships of \$100.00 or above, the SOCIETY shall also remit the amount of \$7.00 per membership sold as of October 1st. This payment shall be made in addition to the \$25,000 payment to be made in October. 100% of all upper-level membership revenue (memberships above \$100) go to the SOCIETY.

III. SOCIETY USE OF ZOO GROUNDS AND FACILITIES

The CITY has the exclusive right and obligation to operate and maintain all aspects of the ZOO in accordance with the policies and directives established by the Bloomington City Council and

Bloomington City Manager. The CITY shall at all times comply with accreditation standards as published by the Association of Zoos and Aquariums (AZA) and incorporate those guidelines into the daily operations of the ZOO.

During the term of this MOU, the CITY will grant use of ZOO grounds and facilities to the SOCIETY, as outlined below:

A) INVITATIONAL EVENTS

During the term of this MOU and at the discretion of the SUPERINTENDENT, the SOCIETY may be permitted reasonable use of the ZOO grounds and facilities after normal public hours, for the benefit or support of SOCIETY activities (hereinafter referred to as an "INVITATIONAL EVENT"). During such INVITATIONAL EVENTS, the ZOO will be closed to the general public, normal entry fees will be suspended, and a special entry fee for attendees will be in place. The SUPERINTENDENT will work with the SOCIETY to provide adequate staffing of the event, including Zookeepers, volunteers, education personnel, and gift shop personnel, as necessary. Net profit from any INVITATIONAL EVENT shall be retained by the SOCIETY with records maintained as outlined in Article VI. These funds may be utilized as outlined in Article V, but shall not be subject to the provisions of Article II.

Approval of the SOCIETY's use of the ZOO grounds, activities, date, and times must be obtained from the SUPERINTENDENT (or DIRECTOR, in the absence of the SUPERINTENDENT) at least 30 days in advance of any event. The SOCIETY shall be responsible for all costs of any such events, except ZOO employee wage, salary costs and typical operational costs.

B) COMMUNITY OUTREACH EVENTS

During the term of this MOU and at the discretion of the SUPERINTENDENT, the SOCIETY may also be permitted reasonable use of the ZOO grounds and facilities during or after normal public hours, for the purpose of community outreach events designed to educate the general public on the ZOO and SOCIETY and their respective missions, provide incentive for the general public to attend the ZOO, and increase public awareness of the ZOO and SOCIETY. The SUPERINTENDENT will work with the SOCIETY to provide adequate staffing of the event, including zookeepers, volunteers, educational personnel, and gift shop personnel, as necessary. For any SOCIETY sponsored events conducted during normal public hours, the ZOO will remain open to the public and admission proceeds shall be collected by ZOO staff in the same manner as during normal operation of the ZOO.

Approval of the SOCIETY's use of the ZOO grounds, activities, date and times must be obtained from the SUPERINTENDENT (or DIRECTOR, in the absence of the SUPERINTENDENT)

at least 30 days in advance of any event. The SOCIETY shall be responsible for all costs of any such events, except ZOO employee wage, salary costs and typical operational costs.

C) GIFT SHOP

The CITY will staff, manage and run the Gift Shop ("ZOOTIQUE"). The CITY agrees to continue to give SOCIETY members the benefit of at least a 10% discount for purchases SOCIETY members make at the ZOOTIQUE. The CITY agrees that if the SOCIETY wants to sell items out of the ZOOTIQUE, the SUPERINTENDENT agrees to work with the SOCIETY to sell and market merchandise supplied by the SOCIETY. The SUPERINTENDENT has the discretion as to whether to purchase items from the SOCIETY and, if items are purchased, the CITY will buy the items from the SOCIETY at a mutually agreed upon price. The SOCIETY will buy back from the CITY any unsold items at the same price the CITY paid for them.

D) SOCIETY EMPLOYEE(S)

During the term of this MOU, the SOCIETY may house their employee(s) at the ZOO. The CITY will provide the SOCIETY with a desk and/or office as space permits, internet and phone access, access to printer, fax, copy, other office machines and keys to ZOO facilities regularly accessed by SOCIETY staff as long as the needs of ZOO Staff are met first, subject to the continuing approval of the SUPERINTENDENT. The CITY shall provide support as deemed necessary by the SUPERINTENDENT and SOCIETY, as long as the accommodations are agreed upon and appropriate. In the event the CITY determines that space no longer permits, the SOCIETY will be given 90 days notice of that determination by the CITY. SOCIETY reserves the right to adjust funding to the CITY in order to accommodate those additional costs of housing the SOCIETY. At no time shall any SOCIETY staff be considered an employee of the ZOO, and the CITY will not be responsible for any of the typical benefits offered by the CITY to ZOO employees.

E) SOCIETY MEETINGS

During the term of this MOU, the SOCIETY may hold its monthly meetings at the ZOO on a date and time as approved by the SUPERINTENDENT. The SUPERINTENDENT will act as an Ex Officio Member of the BOARD and will be present at the meetings, as available.

F) SPONSORSHIPS

The ZOO hereby grants the SOCIETY, for the terms of this agreement, the ability to offer exhibit sponsorships. The sponsorship must be approved by the SUPERINTENDENT (or

DIRECTOR, in the absence of the SUPERINTENDENT) and the SOCIETY. The money raised from the SOCIETY's efforts will be kept by the SOCIETY, except as otherwise stated in this MOU.

As the fundraising arm of the ZOO, the SOCIETY's primary role is fundraising for operating and capital support; all funds generated through fundraising, sale of memberships and other activities are to be used to support the ZOO and further its mission. The SUPERINTENDENT serves in a key role of the fundraising team of the SOCIETY's board. The SOCIETY and the SUPERINTENDENT are to work jointly in fundraising efforts for the ZOO.

G) CARE AND USE OF CITY PROPERTY BY THE SOCIETY

The SOCIETY agrees that it will be responsible for the proper custody and care of any CITY owned property furnished to the SOCIETY for any use outlined within the provisions of this MOU, and will reimburse the CITY for any loss or damage incurred while under the direction of the SOCIETY.

IV. CONSIDERATIONS

In consideration for free gate admission for members, and the right to use ZOO grounds and facilities as allowed by SUPERINTENDENT, the SOCIETY agrees as follows:

- A) The SOCIETY shall use revenues acquired for the betterment of the ZOO consistent with this MOU.
- B) The SOCIETY shall coordinate all SOCIETY activities that directly support, involve, or impact the ZOO staff and programs with the SUPERINTENDENT (or DIRECTOR, in the absence of the SUPERINTENDENT). The SUPERINTENDENT shall be authorized to use ZOO staff and resources in support of such activities consistent with ZOO operational needs.
- C) The SOCIETY shall assist the CITY in financing capital improvements.
- D) The SOCIETY shall reasonably assist the ZOO in its conservation efforts, education programs, and related promotions.
- E) The SOCIETY shall account for all funds solicited and collected for specific ZOO projects per approved nonprofit accounting procedures.
- F) The SOCIETY and its employee(s) shall coordinate and obtain approval of the SUPERINTENDENT (or DIRECTOR, in the absence of the SUPERINTENDENT) prior to any promotions involving the ZOO and use of the ZOO and/or CITY logos.

G) The SOCIETY shall carry liability insurance, which shall cover all of its employees, volunteers, and SOCIETY activities or events.

H) The SOCIETY shall not utilize the ZOO or its events for religious or political purposes. This shall exclude events related to the conservation and preservation of biodiversity, in accordance with the ZOO purpose and mission.

I) The SOCIETY shall perform any and all other duties and responsibilities as mutually agreed upon *in writing* by the SUPERINTENDENT, DIRECTOR, CITY Manager and/or CITY Council during the term of this MOU.

V. FINANCIAL ASSISTANCE

The financial assistance provided to the ZOO by the SOCIETY under this MOU shall be derived from monies acquired for ZOO projects from the sale of SOCIETY memberships, goods and services, SOCIETY sponsored events, fundraising activities, bequests, donations, and grants from public and private entities.

In addition to the third paragraph of Section II. GATE ADMISSION AND MEMBERSHIP, the financial assistance acquired by the SOCIETY for a specific ZOO development activity, campaign or project shall be maintained, managed, and designated by the SOCIETY for the specific activity, campaign, or project. Restricted funds raised by the SOCIETY from grants made by public and private entities and not used for their designated purpose shall be handled in accordance with the terms of the respective grant agreements. Undesignated financial assistance acquired for the ZOO by the SOCIETY shall be maintained, managed, and designated by the SOCIETY in a similar manner as stated above. Acceptance of donations designated for a specific purpose must be in accordance with the SOCIETY's Mission and the ZOO Mission and Master Plan and approved by the SUPERINTENDENT (or DIRECTOR, in the absence of the SUPERINTENDENT) and SOCIETY. This MOU shall not restrict the SOCIETY from raising funds to support SOCIETY activities. All solicitation of funds shall identify the purpose. The SOCIETY and CITY will explore alternative options for capital funding.

VI. FINANCIAL RECORDS

The SOCIETY will be solely responsible for the payment of any and all federal, state, and local taxes or charges imposed by law and/or regulation upon the SOCIETY as an employer or as a not-for-profit corporation. The CITY will not be liable or responsible in any manner for any such taxes or charges.

The SOCIETY shall maintain its books and records in accordance with generally accepted accounting principles. The SOCIETY shall have its books and records audited by an independent certified public accountant, with a frequency determined by SOCIETY policy and federal and state law. Upon the completion of an audit, a copy of the audited financial statement shall be delivered to the CITY no later than ninety (90) days after the end of the SOCIETY'S fiscal year.

The CITY is hereby authorized to access the books and records of the SOCIETY during normal business hours, upon reasonable notice to the SOCIETY, when such data as may be needed to determine the SOCIETY'S compliance with the terms of this MOU. At all times, the identity of the donors to the SOCIETY who desire to remain anonymous shall be protected.

VII. HOLD HARMLESS

The CITY will hold the SOCIETY and its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the gross negligence, willful misconduct, or omissions of the CITY, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the CITY will appear and defend the SOCIETY at its own costs and expense; and if judgment be rendered or settlement made requiring payment of damages by the SOCIETY, which damages were caused by the gross negligence, willful misconduct, or omissions of the CITY, its agent or its employees, the CITY will indemnify the SOCIETY.

The CITY will not be held liable or responsible for any claim, demand, loss or liability arising out of the negligence, willful or wanton misconduct, or omission of the SOCIETY, except as outlined above, or when the SOCIETY is acting at the direction of, as agent of, or on behalf of the CITY.

In return, SOCIETY will hold the CITY and its agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from any activities, negligence, willful or wanton misconduct, or omissions of the SOCIETY, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the SOCIETY will appear and defend the CITY at its own costs and expense; and if judgment be rendered or settlement made requiring payment of damages by the CITY, which damages were caused by any activities, negligence, willful or wanton misconduct, or omissions of SOCIETY, its agent or its employees, SOCIETY will indemnify the CITY.

The SOCIETY will not be held liable or responsible for any claim, demand, loss or liability arising out of the gross negligence of the CITY, except as outlined above, or when the CITY is acting at the direction of, as agent of, or on behalf of the SOCIETY.

SOCIETY's obligation to indemnify the CITY shall not be limited by insurance requirements or by any other provision of this Agreement.

VIII. ASSIGNABILITY

Neither party shall assign or transfer any interest in this MOU, whether by assignment or novation, without the prior written consent of the other party.

IX. TERM

The term of this MOU shall be for a period of one (1) year from the Effective Date, unless otherwise terminated by either party as provided herein. This MOU will remain in effect and automatically renew on an annual basis thereafter, with the parties allowed to make modifications as desired. Further modification or amendment to this MOU must also be done through written instrument signed by both parties.

X. TERMINATION

This MOU shall automatically terminate, without further action, upon the dissolution of the ZOO or the SOCIETY, or when above-mentioned purposes cease to exist. Additionally, this Agreement can be terminated by either party, with or without cause, upon a thirty (30) day written notice to the other party.

XI. COMPLIANCE WITH LAWS

The SOCIETY will abide by all city, county, state, and federal laws governing charitable organizations.

The CITY will abide by all city, county, state, and federal laws governing municipalities, government agencies, parks, and zoos.

XII. NON-DISCRIMINATION

Neither party shall discriminate against any person or group of persons on account of sex, marital status, race, color, religion, sexual orientation, gender identity, national origin, ancestry, or physical or mental disability in the renting, use, occupancy, or enjoyment of the ZOO. Nor

shall either party, or any person claiming under or through the parties, establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use or occupancy of the ZOO.

XIII. ILLEGALITY

If any provisions of this MOU are found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this MOU shall remain in full force and effect, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this MOU a similar provision that is legal, valid, and enforceable.

XIV. ENTIRETY

This MOU is intended to capture the spirit of cooperation and collaboration between the CITY and SOCIETY. There may be existing agreements, written or oral, that are not expressly covered in this MOU. These may be added to the MOU through written instrument signed by both parties. Further modification or amendment to this MOU must also be done through written instrument signed by both parties.

XV. LAW GOVERNING MOU

This MOU is entered into in the City of Bloomington, County of McLean, State of Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

In WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the Effective Date first written above.

Adopted this _____ day of _____, 2023.

CITY OF BLOOMINGTON

Tim Gleason, CITY Manager

Eric Veal, DIRECTOR of Parks & Recreation

Jay Pratte, Miller Park ZOO SUPERINTENDENT

MILLER PARK ZOOLOGICAL SOCIETY



Tom Carroll, President



Cat Woods, Vice President



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The McLean County Regional Planning Commission ("MCRPC") has provided long-range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning.

Every year, the City and MCRPC enter into a Regional Service Agreement that outlines services MCRPC intends to provide to the City over the subsequent twelve months. Additionally, the City pays MCRPC a flat service fee in two installments. The Service Agreement and fees are consistent across governmental jurisdictions. Additionally, federal grants provide operational funding to MCRPC. No increase in the City's fee has occurred from last year. The prior year approval by Council was on June 27, 2022.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Bloomington, Town of Normal, and County of McLean

FINANCIAL IMPACT: If approved, McLean County Regional Planning will be paid \$54,000 from the Planning-To McLean County Regional Planning account (10015420-75025). This item can be located in the City's FY 2024 Budget Book titled "Budget Overview & General Fund" on page 266. The City budgeted \$54,000 for these services in FY 2024.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), and Objective N-1.1. (Enhance the livability of all Bloomington neighborhoods). The Regional Planning Commission carries out multiple community development projects within the City and supports Bloomington's planning

efforts.

Respectfully submitted for consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

ATTACHMENTS:

[ECD 5B Agreement](#)

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2023, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2024.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2023 through June 30, 2024. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2023 and again in January 2024 upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington

City Clerk - City of Bloomington

Date



Chairperson
McLean County Regional Planning
Commission



Executive Director
McLean County Regional Planning
Commission

6/14/23
Date



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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 #21-05-476-022, in the Amount of \$99,900, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4c. Preservation of property/home valuations

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: On December 10, 2022, a fire occurred at this location resulting in total loss of the building. Due to safety concerns on the day of the fire, a portion of the building was ordered demolished and the site was secured via construction fencing. The property owner(s) are unable to have the building demolition work performed. The property continues to present both a safety hazard, nuisance, and eyesore to the neighborhood and community. An Order for Demolition was filed on May 9, 2023.

On June 1, 2023, a public Bid Opening was held, and two bids were received from S. Schafer Excavating, Inc. in the amount of \$97,450 and Dave Capodice Excavating, Inc. in the amount of \$99,900.

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy, local contractors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local contractors may receive the following adjustment to the submitted bid:

- A. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
- B. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
- C. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
- D. \$50,000 on bids of over \$1,000,000.

Dave Capodice Excavating, Inc. meets the criteria of a local contractor under the Local Preference Policy, and the Local Preference Policy would apply. City Staff is recommending awarding the contract to Dave Capodice Excavating, Inc. in the amount of \$99,900. Please see attached bid tabulation for a breakout of the bid submissions with the local preference applied.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on May 12, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Dave Capodice Excavating, Inc. for the Demolition of the Building Located at 831-833 W. Jackson St., PIN #21-05-476-022, in the Amount of \$99,900. This is an unbudgeted expense. If approved, a budget transfer will be processed moving \$49,950 from Building Safety-Capital Outlay Licensed Vehicle account (10015410-72130) and \$49,950 from the Community Enhancement-Capital Outlay Licensed Vehicle account (10015430-72130) to the Community Enhancement-Other Purchased Services account (10015430-70690), where the demolition will be paid. The budgeted funds are available to transfer from both the Building Safety and Community Enhancement vehicle accounts due to vehicles coming in under budget. Stakeholders can locate the Building Safety and Community Enhancement budgets in the FY 2024 Budget Book titled "Budget Overview & General Fund" on pages 260, 270, and 271. The Economic & Community Development Staff will work with the City Legal Department to recoup the cost of the demolition from the property owner.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Chris McAllister, Building Official

ATTACHMENTS:

[ECD 6B Contract](#)

[ECD 6C Site Location Map](#)

[ECD 6D Photo 1](#)

[ECD 6E Photo 2](#)

[ECD 6F Tabulation Re-Bid #2024-02](#)

CITY OF BLOOMINGTON AGREEMENT WITH

Dave Capodice Excavating

FOR

Demolition Work at 831-833 W Jackson Street

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2024-02 Re-Bid Demolition Work at 831-833 W Jackson Street _____ (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:

Dave Capodice Excavating
Jennifer Vericella
1800 Bunn Street
Bloomington, IL 61704
dcexcavating@gmail.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Contract Manager

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Demolition and debris disposal at 831 & 833 W. Jackson Street, and other work as outlined in the incorporated Scope of Work.

Work shall begin on the date provided on the Notice to Proceed and will be completed within 90 days.

EXHIBIT B
COSTS/FEES

Project Total: **\$99,900.00**

Demolition and Removal of Debris (above and below grade): \$66,900.00

Wet Demolition Costs: \$2,500.00

Removal and Disposal of Concrete Sidewalks and Driveways: \$3,000.00

Fill Material and Final Grading: \$20,000.00

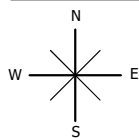
Seeding After Final Grading: \$1,500.00

Disconnect and Removal of Existing Water Service: \$3,000.00

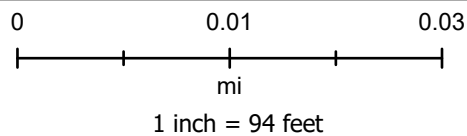
Disconnect and Removal of Existing Sewer Lateral Service: \$1,500.00

Erosion and Sediment Control Barrier: \$1,500.00

Other payment terms apply as described in the incorporated Statement of Work.



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





STOP

PAUL DAVIS
RECOVER • RECONSTRUCT • RESTORE
309-828-1199

Dec 11, 2022 7:11:32 AM
833 West Jackson Street
Bloomington
McLean County
Illinois 112



Dec 11, 2022 7:11:49 AM
833 West Jackson Street
Bloomington
McLean County
Illinois 113

Re-Bid #2024-02**Demolition Work at 831-833 W Jackson Street**

Firm	Base Bid	Local Preference Consideration - 4% of Total Cost of Bid Submission	Adjusted Total
Dave Capodice Excavating - Bloomington IL	\$ 99,900.00	\$ 3,996.00	\$ 95,904.00
S. Shafer Excavating Inc - Pontoon Beach IL	\$ 97,450.00	N/A	\$ 97,450.00



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the 1300 block of West Taylor Street will receive an Honorary Designation as Bennett Family Boulevard, and the Public Works Department will purchase and install the necessary signage. As this is an honorary designation, the street will legally remain as W. Taylor St., and addresses of properties will not be affected. The designation will remain in place for a period of 10 years. Signs will be placed at each end of the block at the intersections at S. Livingston St. and S. Western Ave.

The proposed designation honors the Bennett family: founders and current leaders of the City of Refuge Ministries. Pastors Andrew Bennett, Sr., and Colleen Bennett founded the City of Refuge Ministries in 1976 and have each served as Senior Pastor. Their sons, William A. Bennett (current Senior Pastor) and Andrew Bennett, Jr. (former Assistant Pastor), and daughter-in-law Charlatta Bennett (current Lead Pastor) have also served at the Ministry. Under the family's leadership, the City of Refuge grew into an organization serving and impacting many lives in the Bloomington community, including the founding of a drug rehabilitation home named GROUP (God Reaching Out Using People) to serve as a transitional home for people recovering from alcohol and substance abuse. The church hosts community-wide and free annual programs such as the Back-to-School Give-a-way, Christmas in November, and Bless the City, providing over \$51,000 in community outreach during the 2021 pandemic year alone.

Pastor Colleen Bennett also served as the first female and African-American Head Chaplin of the McLean County Jail for over 10 years. Pastor William A. Bennett also leads the African American Ministerial Alliance of McLean County and serves as a member of the Public Safety Community Relations Board for the City of Bloomington. Both have received recognition from various groups for their work in the community. Please see the attached application

and newspaper articles for additional information about the family.

The City periodically receives requests from the public for honorary street sign designations to recognize individuals, organizations, and/or events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City. Staff developed a policy and application to formally accept, review, and take action on such requests in a transparent and consistent manner. The Honorary Street Name Policy (Policy) was adopted by Council in November 2022 and is available on the City website.

In accordance with the City's Policy, the application was preliminarily reviewed by a five-member panel consisting of the Mayor, one member from the Public Works Department, one member from the Economic & Community Development Department, and two members from the community at large as assigned by the Mayor. The panel concurred that the application met the intent and qualifications of the Honorary Street Designation program and has advanced the request to Council for approval.

The requested block was chosen to recognize the property at 1313 W. Taylor St. which was home to the Ministry for more than 30 years. The Ministry has since outgrown this property and in 2012 moved to its larger building at 401 E. Jefferson St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The direct financial impact is limited to the cost of making and installing the four street name signs. There is a \$200 application fee to help defray these costs, making the financial impact nominal. Signs are paid for out of the Street Maintenance-Street Name Sign account (10016120-71093). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 304.

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: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[PW 11B Resolution](#)

[PW 11C Application](#)

[PW 11D News Articles](#)

RESOLUTION NO. 2023 - _____

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

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City desires to recognize individuals, organizations, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS, in 1976, Pastor Andrew Bennett, Sr., and Pastor Colleen Bennett founded City of Refuge Ministries on South Western Avenue in Bloomington, IL, later moving to 1313 West Taylor Street in 1981, where they remained for over 30 years until growth required moving to the larger location in 2012; and

WHEREAS, under their leadership City of Refuge grew into an organization serving and impacting many lives with the Bloomington community including the founding of a drug rehabilitation home named GROUP (God Reaching Out Using People) to serve as a transitional home for people recovering from alcohol and substance abuse; and

WHEREAS, Pastor Andrew Bennett, Sr., served as Senior Pastor until his death in August 2003 after which Pastor Colleen Bennett began serving as Senior Pastor, joined by sons Andrew Bennett, Jr., and William A. Bennett as Associate Pastors; and

WHEREAS, Pastor Colleen Bennett also has served as the first female and African-American Head Chaplin of the McLean County Jail for over 10 years and has been recognized with a nomination for the Women of Distinction Award as co-founder of City of Refuge Ministries and GROUP; and

WHEREAS, in January 2007, Pastor William A. Bennett began serving as Senior Pastor with Pastor Andrew Bennett, Jr., as Assistant Pastor, and today leads the church along with Pastor Charlatta Bennett to host community-wide and free annual programs such as the Back-to-School Give-a-way, Christmas in November, and Bless the City, providing over \$51,000 in community outreach during the 2021 pandemic year alone; and

WHEREAS, Pastor William A. Bennett also leads the African American Ministerial Alliance of McLean County and serves as a member of the Public Safety Community Relations Board for the City of Bloomington and has received awards and recognitions such as the NAACP Merlin Kennedy Award, Twenty Under 40 Leadership Award, CSI Man of the Year Award, and was recognized via Proclamation from former City of Bloomington Mayor Teri Renner; and

WHEREAS, the Bennett family and City of Refuge Ministries continue to positively impact the Bloomington community from their current location at 401 E. Jefferson Street since March 2012.

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

Section 1. That the 1300 block of W. Taylor Street between S. Livingston Street and S. Western Street be honorarily designated as “Bennett Family Boulevard”; and,

Section 2. That City staff be directed to install and maintain signs indicating the honorary designation for a period of 10 years.

PASSED this 26 day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Honorary Street Naming Application

Honoree & Street Information

Name of Individual The Bennett Family: Pastors Andrew and Colleen Bennett and children Pastors
(As it would appear on the honorary street sign)

Proper Name of Requested Street: W. Taylor St.

1st Street Intersecting the One Block Location: S. Livingston St.

2nd Street Intersecting the One Block Location: S. Western Ave.

Reason for Street Selection:

This block is the site of the original City of Refuge Ministries founded by by Pastors Andrew and Colleen Bennett.

Please check all that apply and provide details where necessary

- ☒ Honorary is Deceased
- ☒ Honorary was a Resident of Bloomington, IL.
- ☐ Military Service

☐ Cultural Contributions

☐ Historic Contributions

☒ Humanitarian Contributions:
See attached letter.



Applicant Information

Applicant Name: Domonica L. Hilt

Address: _____

Email: [REDACTED]

Phone: [REDACTED]

Letters of Support Attached (encouraged but not required): ☒ Yes ☐ No

Are you a family member of the individual to be honored: ☐ Yes ☒ No

If yes, what is your relation? _____

If no, you must attach a letter of consent from the individuals family.

Signature of Applicant:

eSigned via SeamlessDocs.com
Domonica Hilt
Key: f89be76-4f8c-4017-b5c2-0ba2e571ed01

Date: 02-28-2023

Initial Review

Complete ☒ Incomplete ☐

What materials are missing? Application complete.

Reviewed By: Phil Allyn Date: 3/3/23

Honorary Street Name Panel:

Approved: ☒ Denied: ☐ Date: 5/15/23

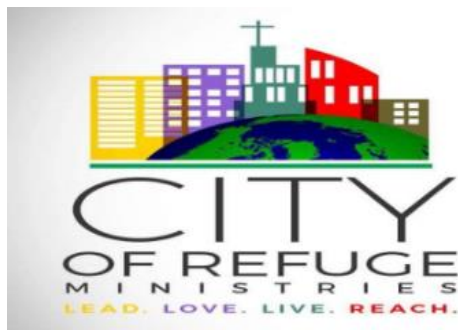
Comments: No Concerns.

City Council:

Approved: ☐ Denied: ☐ Date: _____

City Council Memo Attached: Yes ☐ No ☐

City Council Meeting Minutes Attached: Yes ☐ No ☐



William A. Bennett, Sr. Pastor

Charlatta Bennett, Pastor

Lead to Jesus ~ Love Like Jesus ~ Live by Purpose ~ Reach the Community

To: The City of Bloomington c/o Traffic Engineer Mr. Phil Allyn

Date: February 27, 2022

Re: Honorary Street Name for the Bennett Family at 1313 West Taylor Street in Bloomington

Greetings, Mr. Phil Allyn,

I am writing on behalf of The Bennett Family as the City of Refuge Ministries leaders in Bloomington, IL. City Of Refuge Ministries founded in Bloomington, IL, in 1976 by Pastors Andrew and Colleen Bennett. C.O.R.M was initially founded on Western Street but later purchased land and built the City of Refuge located at 1313 West Taylor. Under their leadership, City of Refuge began building up and impacting many lives within the Bloomington Community. In addition to C.O.R.M they established a drug-rehabilitation home named G.R.O.U.P (God Reaching Out Using People). This ministry purchased a home that served as a transitional home for people recovering from alcohol and substance abuse.

Pastor Andrew and Colleen Bennett led the ministry as Senior Pastors until his death in August 2003. Pastor Colleen continued the ministry work, serving as the Senior Pastor, and her sons served by her side as Associate Pastors – Andrew Jr. and William A. Bennett. Pastor Colleen served the community faithfully and was recognized with a nomination for the Women of Distinction Award as co-founder of the City Of Refuge and G.R.O.U.P. Pastor Colleen also served as the first female and African- American Head Chaplin of the McLean County Jail for over ten years.

In January 2007, Andrew Sr. & Colleen Bennett's son William A. Bennett Sr. was installed as Senior Pastor and Andrew Jr. as Assistant Pastor. Pastor William still serves as the Senior Pastor and is known amongst the Bloomington Community as a Servant Leader in Outreach. Pastor William has a heart for people and the City of Bloomington. He leads the church to host community-wide and free Annual Programs such as the Back-to-School Give-a-way, Christmas in November, Bless the City, and leading the African American Ministerial Alliance of McLean County. We outgrew the building located at 1313 W Taylor St., which we owned for over 25 years, and it was turned over to another church to continue growing its ministry. City of Refuge Ministries moved to its current location, 401 E. Jefferson in Blm, IL, to continue impacting lives within Bloomington. Pastor William has received several awards & recognitions, such as the N.A.A.C.P. – Merlin Kennedy Award, twenty under 40 Leadership Award, C.S.I. Man of the Year Award, Proclamation from City of Bloomington Mayor Teri Renner, and now serves as a member of the Public Safety Community Relations Board for the City of Bloomington. In 2021, during a pandemic year, City of Refuge Ministries gave over \$51,000 in Community Outreach, serving the members of the City of Bloomington,

Since its establishment in 1976, City of Refuge Ministries has served and impacted many lives within the City of Bloomington. It would be a great honor and recognition of the Bennett Legacy for their contributions to the City of Bloomington to receive an honorary signage at 1313 W. Taylor Bloomington, IL.

Thank you in advance for your consideration and your time. If there are any questions, please reach out via email or by phone listed below.

Charlatta Bennett

City of Refuge Ministries

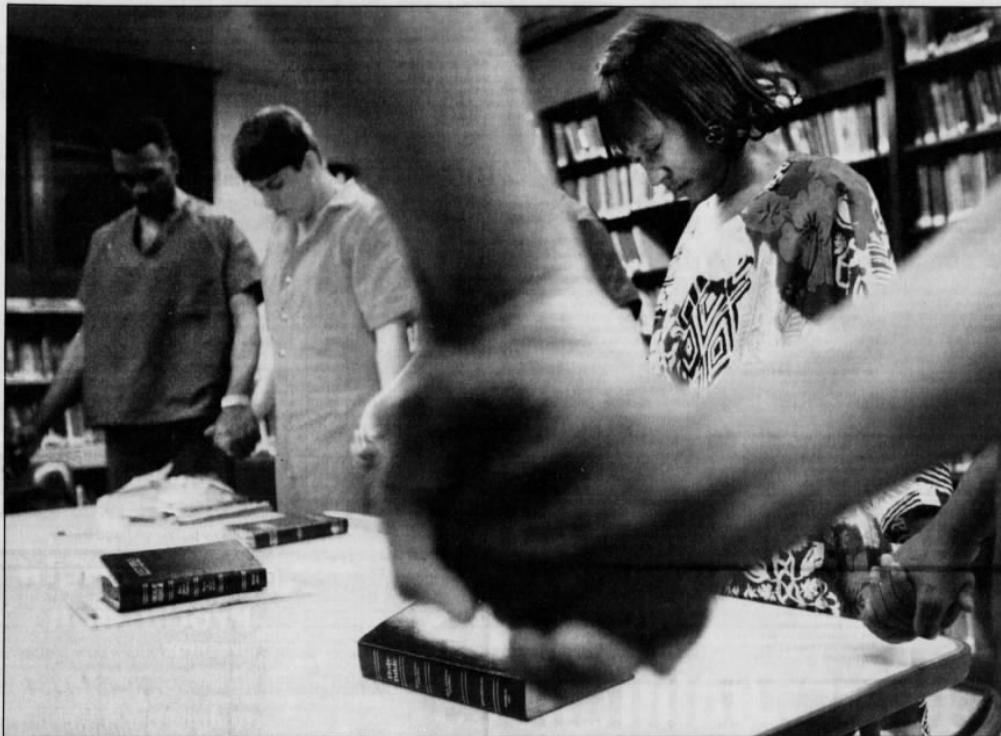
Ministry Pastor



McLean County jail prisoners begin a Bible study behind a heavy steel door with a security window.

Chaplain Bennett

Saving lives and souls in the county jail



Rev. Colleen Bennett holds a Bible study, with prayer marking the beginning and end of a Bible study for McLean County Jail inmates.

The Pantagraph/STEVE SMEDLEY

'We need to learn to trust God even when we have a bad day. He's the God of hills and valleys.'

— Rev. Colleen Bennett

By BOB HOLLIDAY
Pantagraph staff

A dainty 4-foot-11-inch woman strode confidently into the small room at the McLean County Jail where 10 male prisoners paced about. She carried a Bible.

She smiled and moved toward a table where she bowed her head and extended her hands, encouraging others to do the same. She began to pray.

"Come into our Bible study and touch our hearts Lord."

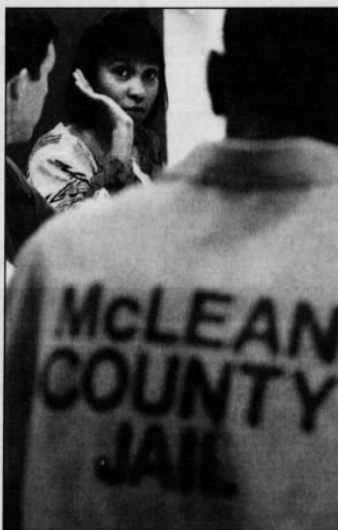
The inmates, dressed in orange and green coveralls, listened intently to the Rev. Colleen Bennett, who not only knows the Bible but can talk with authority about being down and out, something the inmates can relate to.

"We need to learn to trust God even when we have a bad day. He's the God of hills and valleys," said the new chaplain of the jail, who's been on the job about a month.

Though life nowadays is mainstream for the 41-year-old mother of two, it wasn't always that way, especially as she was growing up in the Evanston area.

"Inside I was hurting and looking for something. I had low self-esteem," she said, adding that a troubled relationship with her mother, now repaired, led to drinking, running away and eventually a group home.

Despite the bad start, the Weir, Miss., native began to turn the corner when at 15 a youth pastor told her that the Lord loved her

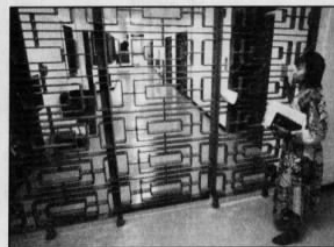


Rev. Bennett listened intently to a prisoner talking about his former way of life: street gangs and drugs in Chicago.

and asked if he could pray for her.

A year later she was drawn to the same church. "I walked in and saw those smiling faces. I accepted the Lord as my personal savior that same day."

Soon the granddaughter of a Methodist minister was off to Trinity Bible Institute, North Dakota, also attended by husband-to-be, Andrew Bennett, who had earlier hit bottom as a heroin addict. They married in 1974 and came to Bloomington, where Bennett worked in a school drug prevention program and where she volunteered at the McLean County Jail, helping out at Sunday services and writing to inmates.



Rev. Bennett waited to be admitted into a section of the McLean County jail, prior to teaching her Bible study class to prisoners.

After two years in Bloomington they founded the City of Refuge Church on South Western Avenue, now at 1313 W. Taylor St., Bloomington, where Chaplain Bennett helps out. Also a clerk in the admissions office at Illinois State University, she spends at least 24 hours a week as McLean County Jail chaplain, where her duties for \$7,000 a year include coordinating volunteers for Bible study and counseling inmates.

"The counseling is very important because it gives me an opportunity to get to know them and to get them to open up," she said.

She avoids judging inmates because "the Bible tells me that's not my job," adding that "they're all human beings and deserve a second chance and sometimes third or fourth chances."

She's a good example. "If he was not a God of second chances I'd not be here today," she said, adding that the answer to why she ministers to those behind bars is simple. Not surprisingly, it comes from scripture — Matthew 25:40:

"... Verily I say unto you, Inasmuch as ye have done it unto one of the least of these my brethren, ye have done it unto me."

While being black and female makes no difference from her perspective, she strives to treat inmates, both male and female, black or white "the way I want to be treated."

Thought to be one of the few female chaplains in the state, she counts among her mentors her husband as well as Maria Gardner, a national evangelist, and Vera Warren, a recently deceased Decatur resident she became acquainted with through church.

Chaplain Bennett, who'd eventually like to do jail chaplain work

See CHAPLAIN.C3

CHAPLAIN

From C1

full time, could well become a mentor herself to some of the inmates ages 19 to 39 attending a recent Thursday night Bible study.

Although each inmate was intent on the Bible study, there was no holding back.

"Three months ago I said I'd never be back, but here I am," one inmate confessed.

"I was that gangbanger and dope dealer out there but now I tell my friends that if you're not on the same page I'm on I can't be with you any longer," said another.

Such testimony is encouraged by the Chaplain Bennett, who assures inmates "everything is different about you when you're saved. Let your light shine before man."

"I'm humble now. I really think that if someone slapped me, I'd turn the other cheek," said another.

They closed the session the way they began, by saying a prayer.

"Thank you for Chaplain Bennett," prayed one.

Former jail chaplain certain Bennett will do a good job

By BOB HOLLIDAY
Pantagraph staff

The Rev. Colleen Bennett has big shoes to fill.

They belong to Richard Carr, who worked for 17 years in ministry at the McLean County Jail, about four of that as chaplain.

"He's a wonderful person and got along so well with the guards and inmates," Chaplain Bennett said, adding "he was sincere and it came across."

Likewise, Carr believes Chaplain Bennett's sincerity will serve her well. "I have a real good feeling about it." He believes her troubled early life will help her relate to inmates.

Relating to prisoners is important, Carr said, and the Bible admonishes people to recognize their plight. "Prisoners hold equal status with the homeless,

destitute and hospitalized," he said.

Like many, however, Carr acknowledged that he didn't always feel that way, adding "I had the same stereotyped attitude about jails as everybody."

What changed his mind, he said, were the inmates who turned their lives around and in some cases drew their families into the church.

Despite his pride in being part of this, it's time for Carr, 62, to slow down. He and wife, Mitzi, are planning a move to Wyoming.

While expecting that Chaplain Bennett will face some trials, he's certain she'll succeed.

"If God didn't send you in there (to the jail), it would be impossible."

Pastor Andrew Bennett Sr.

BLOOMINGTON — Fifty-five years ago Nov. 3, 1947, a baby was born in Harlem, N.Y., the son of the late Mrs. Carrie McCallister. Andrew Bennett Sr. was the eldest of seven children.

Life in Harlem took its toll, and from 1960 to 1971, Andrew was wrapped in a web of gang activity, criminal activities and drug addiction.

After years of separation from his family and the loss of his mother, Andrew decided he needed a change. In the midst of his despair he found a church called "Soul Saving Station." Here he met Pastor Geta, who told him Jesus could change his life. He prayed with him and put him on a train to Pivot Point, a Christian rehabilitation center in Connecticut. After three months he graduated to Teen Challenge in Pennsylvania. Here God visited him with dreams and visions and a call into the ministry.

After successful completion of the program, Andrew came to Chicago to work at Prevention Rehabilitation Center under the direction of the Rev. Bob Stultz. While working at Prevention he attended Faith Temple COGIC under the leadership of Elder Carlis Moody (now Bishop Carlis Moody). It was here that he met Sister Colleen Smith. They were united in holy matrimony June 29, 1974. To this union were added two sons, Andrew Jr. and William Anthony. Andrew Sr. attended Trinity Bible College in North Dakota.

In late 1975 while walking past an abandoned church, God spoke to Minister Bennett's heart about opening a Church of God In Christ. In 1976 he was presented to Bishop L.H. Ford for ordination. In February 1976 the City of Refuge, COGIC was birthed at 301 S. Western Ave. in Bloomington. For over 27 years, Pastor Bennett has served the local community, feeding the poor, visiting the sick and helping all in need. He and his wife also established G.R.O.U.P., a ministry for substance abusers



Andrew Bennett Sr.

and gang members. He was also an entrepreneur. He owned Trendsetters Hair Salon, Off the Beaten Path and Global Sights and Sounds.

In 1981, the church moved to 1313 W. Taylor, their present location. In January 2003 he led the church into a current building drive, purchasing five acres of land for a new sanctuary.

Pastor Bennett left this life for Glory on Wednesday (Aug. 6, 2003) after being ill. He was preceded in death by his mother, stepfather and one brother.

He leaves behind to cherish his memory, his faith, and his much loved companion, Evangelist Colleen Bennett, two sons and daughters, Minister Andrew (Cora) Bennett Jr. and Minister William A. (Charlatta) Bennett. He also leaves behind one brother, Timmy (Josephine) Bennett; four sisters, Mary, Gail and Evelyn Bennett, all of New York; and Marilyn (Bernard) Bennett Morton of Florida; His beloved City of Refuge Church family, Central Illinois Jurisdiction, Faith Temple family, his mother-in-law, sister and brothers-in-law, a host of aunts, uncles, nieces, nephews, cousins, and special friends, the Rev. Bob Stultz, Pastor Beverly Martin, Bishop Young, Bishop Ransom, and Greg.

His homegoing celebration will be at 6 p.m. Wednesday at St. John's Lutheran Church, 1617 East Emerson, Bloomington. Pastor Beverly Martin will officiate. There will be a special memorial service at noon Thursday. Visitation will be from 4 to 6 p.m. Wednesday and at 11 a.m. Thursday. Entombment will be at East Lawn Memorial Gardens. Services have been entrusted to Twin City Memorial Chapel of Champaign.

Memorials may be made to the City of Refuge building fund.

Cheer hard to find behind bars

By **Steve Silverman**

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BLOOMINGTON — Doing hard time gets harder over the holidays.

While most people are celebrating Christmas with family and friends, inmates at the McLean County jail will endure another day behind bars. They often have nothing to look forward to apart from sentences stretching into 2005 or pending cases that could result in long prison terms.

There's no riots or sobbing in the cell blocks — just a quiet

melancholy among the jail's roughly 180 inmates, said the jail's program director, Betty Poshard.

"It's an unspoken sadness," she said. "I know it's a depressing time, being away from their families."

The holidays also are a strain on those separated from and worried about incarcerated family members. And working in the jail is difficult for corrections officers and other staff members who'd rather be in a more festive atmosphere.

"It's just part of the territory

when you do this kind of work," said Poshard, who passes out soda and snacks to prisoners on Christmas Eve.

The jail chaplain, the Rev. Colleen Bennett, spends several hours with prisoners each Christmas. She puts on a Santa hat, passes out candy and makes herself available to anyone who wants to talk.

She said Christmas often takes a heavy emotional toll on young inmates who've never been separated from their families during the holidays.

SEE **BARS** / NEXT PAGE

BARS

FROM B1

"It's a difficult transition, accepting this is where you are and there's nothing you can do about it," Bennett said.

The chaplain urges inmates to contemplate the spiritual meaning of Christmas. She hopes they'll be able to turn their lives around by finding faith in God.

"I tell them that wherever they go, they can have a life-changing experience. ... I don't look at them as bad people. I look at them as people who may have made a mistake," Bennett said.

Bennett usually organizes a show in which volunteers from the community sing Christmas carols and other songs in the cell blocks, but it was canceled this year because one of the main performers suffered a leg injury.

At the Dwight Correctional Center for women, Twin City

pastor and prison ministry worker Sandy Shoemaker helped organize an inmate choir that performed energetic, uplifting songs for other inmates. There also was a contest in which cell blocks competed to make the best Christmas decorations from cardboard and the other limited supplies to which prisoners have access.

"You'd be blown away by how creative some of these women can be," she said.

Shoemaker stressed that such activities are needed during the holidays to distract inmates from the grief of being separated from their families. Christmas, she said, is "super-hard" on inmates, especially imprisoned mothers.

"They're so close to their kids, and it's hard to be away from their kids," Shoemaker said. "They come to services and they're ready to cry before they even hit the door."

Field

RENEWING HOPE

Jail chaplain helps inmates turn lives around

By Steve Silverman
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BLOOMINGTON — The Rev. Colleen Bennett knows change is hard. Every day she sees people struggling to break free of bad habits and addictions, desperately trying to leave behind the anger and bitterness that often drives self-destructive behavior.

But she knows change is possible. She uses her own experience to help others turn their lives around, as she did as a teenager.

Indeed, Bennett's own transformation from juvenile delinquent to Pentecostal minister and chaplain of the McLean County jail is a testament to the power of faith and the potential for rehabilitation.

"I'll talk to (inmates) about the times I sat in jail, and the times I was an alcoholic, and when I lived in the streets more than at home," Bennett said.

She added: "I love seeing people's lives going from no hope to having hope. That's the most exciting part. That gives me adrenaline."

Bennett, 49, has ministered to inmates for about 30 years, and has been chaplain at the jail in Bloomington for the past decade. Her bluntly honest but compassionate approach has earned her admiration and affection throughout the cell blocks.



The Pantagraph/STEPHANIE OBERLANDER

Above: McLean County Jail Chaplain the Rev. Colleen Bennett, right, comforted an inmate as she gave her a hug before the two departed Thursday evening at the jail. Bennett and 30 other volunteers lead Bible study classes every week at the jail.
Top: Bennett waited Thursday to see an inmate at the jail.

"There's a high level of respect that inmates give her when she walks into the pods," said Josh Davis, a former inmate who now leads Bible studies at the jail and

serves as a minister at Bennett's church, City of Refuge Church of God & Christ in Bloomington.

Bennett doesn't tolerate weak excuses. She urges pris-

oners to take responsibility for their actions rather than blaming others or complaining about difficult circumstances.

She also nurtures and em-

pathizes. She said being a woman is an asset because some prisoners view her as less threatening than they would a man.

SEE HOPE / BACK PAGE

HOPE

FROM A1

"We have inmates who did drugs with their mothers. They never had a mother figure — I try to be that," she said.

Davis refers to Bennett as "mom." He said he'd be back behind bars or dead if Bennett hadn't helped him develop his relationship with God when he was locked up on a weapons charge in 1997.

Davis is among about 30 volunteers who assist Bennett at the jail. She said they are vital to her efforts to promote rehabilitation.

Inmate Nate Coe, who's been in jail for eight months on pending armed robbery charges, said Davis has been an inspiration for his plans to lead a devout life in the future.

"I feel if I never would have come here, I never would have given God a chance to come into my life. ...What makes me know it's possible is Josh has been through it. If he can do it, I can do it," Coe said.

The Bible studies led by Davis and other volunteers are designed to help inmates come to terms with their mistakes and cope with the pressures of life behind bars. Ideally, inmates will take those lessons with them once they return to society.

Davis stressed that the strength of an inmate's faith isn't truly tested until he or she is released from jail and exposed to the same temptations that led to their problems.

"We're trying to get them in a mindset of renewing their minds, of changing the way they're thinking and the way their behavior is carried out," Davis said.

Bennett uses the same approach.

"She met with me right away and prayed with me, she was very straightforward about what I had to do to turn my life around," said a female inmate whom The Pantagraph agreed not to identify.

Bennett's own conversion came at the tail end of a troubled childhood marred by alcohol abuse and stints in juvenile detention centers.

Born to a single, teenage mother in Evanston, Bennett never knew her father.



The Pantagraph/STEPHANIE OBERLANDER

The Rev. Colleen Bennett, chaplain at the McLean County Jail, shook hands with inmate Nate Coe as the two departed Thursday evening at the jail. Coe, who has been incarcerated for eight months, has been attending the weekly Bible study that is led by Bennett and several other volunteers.

She described herself as bitter, angry and violent.

"I hated people who looked happy," she said.

At the age of 5, she said, she forced two girls at knife point to surrender their boots. She started drinking at age 11. She stole, skipped school and got into fights.

She was living in a group home for girls at age 16 when a friend invited her to church. Moved by the experience, she approached the preacher after the service and became a Christian.

She never drank again and she went from a "straight-F student" to the high school honor roll. Then came Bible college and her marriage to the Rev. Andrew Bennett.

She and her husband served as co-pastors at City of Refuge Church. He died in 2003,

but the couple's two sons remain heavily involved in the church.

As jail chaplain, Bennett talks about her religious beliefs and urges inmates who express an interest to develop their faith. But she doesn't force her views on others. She counsels inmates from other religions, and is willing to discuss any topic.

She works to connect and support inmates in faith-based program after their release. Some succeed but others fail, and Bennett acknowledged that those disappointments sting.

Still, she emphasized that "as long as you have life, you have hope."

"Every time I hear that phone ring and I hear someone crying out, I will answer that call. ... You have to be willing to give people a second chance," she said.

Twelve women nominated for Athena Award

PANTAGRAPH STAFF

Twelve women have been nominated for this year's Athena Award, sponsored by the McLean County Chamber of Commerce Women's Division.

The award, recognizes those who have achieved a high level of professional excellence, have devoted time and energy to the community and have opened the doors of leadership to women.

This year's winner will be announced at the Athena Award dinner Thursday night at the DoubleTree Hotel and Conference Center in Bloomington.

Keynote speaker will be

Martha Mertz, founder of Athena International.

The nominees include:

► **Ruth Ann Miller:** Miller is employed as a business development officer with Heartland Bank and Trust Co. and has earned a reputation of going 'above and beyond' to offer customers great service. She has been active with BroMenn Healthcare, American Business Women's Association and the Chamber of Commerce Women's Division.

Miller stands out as a mentor to others by reaching out to help women of all walks of life.

SEE **ATHENA** / NEXT PAGE



Ruth Ann Miller



Jackie Newman



Cheri L. Raymond



Colleen Bennett



Barbara J. Nathan



Melissa Mercier-Ash



Deb Smith



Stephanie Calahan



Cynthia O'Connor



Paula Mitchell



Teri Lucie Thompson



Kira Hudson Banks

ATHENA

FROM C1

She recently participated in the Expanding Your Horizons through Math and Science conference at Illinois State University.

► **Jackie Newman:** Newman is currently the business services manager for East Central Illinois Area on Agency on Aging in Bloomington. During the last year she has helped to provide education about the Medicare Prescription Drug Program, Circuit Breaker and Illinois Cares Rx to more than 81,000 people in East Central Illinois in cooperation with area agencies.

Newman Serves on the RSVP of McLean County Advisory Council and volunteers at the Normal Theater.

► **Cheri L. Raymond:** Raymond is employed at State Farm Insurance Cos. and volunteers with the State Farm Employee Association, assisting with the gathering of school supplies for area students, among other responsibilities.

Raymond has volunteered locally for Home Sweet Home Mission, Big Brothers/Big Sisters Bowl for Kids' Sake, the Multiple Sclerosis Walk and the American Cancer Society Relay for Life.

► **Colleen Bennett:** Bennett is pastor and co-founder of City of Refuge, Church of God In Christ in Bloomington. She co-founded God Reaching Out Using People with her husband, the late Andrew Bennett Sr., an organization established to minister to those whose lives have been affected by drugs, alcohol, gangs or incarceration. Bennett is also the founder of God's Girl 2 Christian Network, an organization that recognizes and rewards Christian women for their work in the home, church, business world and community.

Bennett is the chaplain of the McLean County Detention Center, the first female and African-American to hold the position.

in Bloomington. She works closely with more than 300 personnel including all inpatient nursing, surgery, cardiology, cath lab, respiratory therapy, emergency services, pastoral care and social service.

She has been recognized by the Illinois Nursing Association, the Emergency Nurses Association, the McLean County Health Department and the McLean County YWCA.

► **Stephanie Calahan:** Calahan is company founder and president of Calahan Solutions Inc., a company that strives to help empower individuals to focus on their priorities in life and alleviate stress. She is a graduate of Illinois State University.

Calahan volunteers her time at a variety of local organizations and is a member of the National Association of Professional Organizer's Web site committee.

► **Cynthia O'Connor:** O'Connor worked for 15 years in the corporate marketing environment and in 1994 started her own business, Cynthia's Interiors, first as a franchisee and currently as sole proprietor.

O'Connor is a member of the Bloomington Rotary Club and is a Paul Harris Fellow. She is a member of the McLean County Chamber of Commerce board of directors and executive committee and has served on the Easter Seals board. She has been recognized as a Rotarian of the Year and has received the John Stevens Rotary Service Award.

► **Paula Mitchell:** Bloomington native Mitchell is president and owner of Custom Training Services, Inc., and is a graduate of Illinois State University.

Mitchell has worked with programs including the Bloomington Rotary, The Baby Fold Festival of Trees and Habitat for Humanity's Women Build. As president of the Women's Division of the Chamber, Mitchell led an effort to launch a mentoring initiative between the organization's membership and the Business Essentials program

**"We're walking in our God moment –
where faith meets reality."**

— William Bennett, senior pastor at City of Refuge



The Pantagraph/LORI ANN COOK-NEISLER

City of Refuge founder Colleen Bennett-Houston poses with her sons, senior pastor William Bennett, right, and assistant pastor Andrew Bennett Jr., at a prayer service last Sunday at the new location at 401 E. Jefferson St. in Bloomington.

NEW REFUGE FOR CHURCH

Bloomington congregation relocates to accommodate growth

By Rachel Wells
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BLOOMINGTON — About 36 years ago, Freda Haywood and her husband walked into a now-demolished building on South Western Avenue thinking she'd find a room full of people praising God.

That Sunday she did find a church, City of Refuge Ministries, but only two members: founders Colleen Bennett-Houston and her now-late husband, Andrew Bennett Sr.

"He was teaching Sunday school and

New home

What: City of Refuge Ministries service in new location

When: 11 a.m. Sunday

Where: 401 E. Jefferson St., Bloomington

she was the student sitting in the pew, but they were going forth in service — they were going forth," Haywood said. "God laid it on our hearts and we just felt this was where we need to be."

GO!

Now, the church boasts 200 members, and the congregation — bursting from its most recent place of worship on West Taylor Street — is ready for another move.

On Sunday, City of Refuge Ministries will hold its first regular service at 401 E. Jefferson St., a 28,000-square-foot church most recently occupied by the House of Faith. The sanctuary seats about 500 people.

Explaining that her family, like so many others, grew with the church, Haywood credits the Bennett family

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CHURCH

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for having a vision and God for helping the church realize its goals.

"The Bennett family talks about legacy, passed on from children to children, but there's also a calling," said Haywood, now the church's business chairwoman. "We've seen God move and grow the church and the vision has continued. Through all the hardships and the trials and tribulations, they've never missed a beat. They just keep moving forward in the work of the Lord."

The Bennett family still leads the charge.

After her husband's 2003 death, Colleen took over, later passing the torch to their sons, William Bennett, now senior pastor, and Andrew Bennett Jr., assistant pastor and leader of the church's music ministry.

William Bennett remembers growing up at the East Jefferson location. As a kid, the 4,800-square foot church seemed like "a play land," he said.

But in more recent years and with the eyes of an adult, he's seen that building overflow with followers. When the church brings in renowned speakers, it's been forced to rent

out a larger space, and even regular Sunday service becomes standing-room only, William Bennett said.

"There would be times when we would be giving out 500 turkeys on Thanksgiving and trying to feed, but we didn't have any real room to do that," he said.

At the new location, most of the rooms are spoken for, but there is room to grow. The building includes or has enough space for offices, a nursery with feeding stations, multiple bath-

rooms, both a women's and a men's lounge, a church store, business partnerships that include a hair dresser and photographer, a 150- to 200-seat fellowship hall, a workout room, a café and a youth room "as big as the old sanctuary," said Bennett.

Colleen Bennett-Houston said the new location also will provide adequate space to allow the church to continue and add to its outreach efforts, including anti-gang and pro-education youth programs, a drug rehab ministry and

free tutoring.

"We always teach, 'Everybody brings one.' If you were helped, then you have a godly obligation to help somebody else," she said.

"We're walking in our God moment — where faith meets reality," William Bennett said. "We've been over on Taylor for 30 years. For at least 20 of those years, we've had faith God would expand us and give us more, and now we're actually in the reality of that place."



The Pantagraph/LORI ANN COOK-NEISLER

The City of Refuge church building at 1313 W. Taylor St. in Bloomington is shown on the last day of church services Sunday morning. The congregation will move to their new location at 401 E. Jefferson St. in Bloomington.

Church shares food, faith

JULIA EVELSIZER

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BLOOMINGTON — Flying water balloons mingled with fellowship and food on Saturday at City of Refuge Church.

The church, 401 E. Jefferson St., hosted a Community Day aimed at providing necessities to the neighborhood, including food, toiletries and faith.

“Our goal is to bless those in the community. We want to be the hands and feet of Jesus and embody the life of Christ today,” said Anna Ruffin, church evangelist and coordinator for growth and outreach.

The afternoon event attracted a crowd of families to enjoy a free meal and activities for kids.

An inflatable bounce house, snow cone station and water balloon toss kept guests cool and entertained while they got to know church members.

“After this event, we hope more people know who we are and ulti-



JULIA EVELSIZER, THE PANTAGRAPH

Children toss water balloons on the lawn at City of Refuge Church, 401 E. Jefferson St., Bloomington, on Saturday.

mately who God is. We invite everyone to come to our church and join the bigger church which is the body of Christ,” said Ruffin.

In the basement, dozens of bags packed with toiletries and non-perishable food were available for visitors. The church’s food pantry also was open.

Fawcetta Williams of Bloomington enjoyed a meal with Chiquan Felton of Bloomington and her children, Jeremiah, 7, and

Zakirah, 12.

“It’s nice to mingle and get to know people. It’s a good way to bring the community together and get to know people around you instead of being strangers,” said Williams.

Pastor William Bennett said the church strives to be more than just a church in the neighborhood, but “part of the community.”

Contact Julia Evelsizer at (309) 820-3254. Follow her on Twitter: @pg_evelsizer

Panelists: Rebuilding relationships key

Community leaders speak about recent gun violence in B-N

EDITH BRADY-LUNNY
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NORMAL — The work to stop gun violence in the community starts before a person picks up a weapon, according to panelists speaking Wednesday at a community conversation on the issue.

"It really starts at the ground level. We have to rebuild relationships in our community," The Rev. William Bennett told an audience for WGLT's Community Conversation about Gun Violence in Bloomington-Normal.

"All this starts at home," said Bennett, pastor of City of Refuge Ministries.

The notion that gangs are behind much of the violent crime is false and misleading, said community leader Allen Chambers.

"It's not really gangs anymore. They're cliques," said Chambers, explaining that teens involved in bad conduct often are "kids who



LEWIS MARIEN, THE PANTAGRAPH

The Rev. William Bennett, pastor of City of Refuge Ministries in Bloomington, left, speaks during WGLT's Community Conversation about Gun Violence in Bloomington-Normal, a forum Wednesday in the Prairie Room at Illinois State University's Bone Student Center, Normal. Joining Bennett, from left, are Normal Police Chief Rick Bleichner, community leader Allen Chambers and Karen Irvin with Moms Demand Action for Gun Sense.

grew up together, eating around the same lunch table."

The idea that gangs are a replacement for families also is inaccurate, said Bennett. "We have to change the narrative," he said.

"We have to instill what family means," said Bennett. "We need to make being a parent cool" as opposed to the image put forth by rappers that drugs and guns are cool.

Other panelists included Normal Police Chief Rick Bleichner, Karen Irvin with Moms Demand Action for Gun Sense and Tony Morstatter, CEO of Boys and Girls Club of Bloomington-Normal.

Bleichner noted that the two homicides in Normal and five in the city since April is above records for a single year. Of particular concern for Bleichner is the young age of many armed criminals.

"There certainly are more guns out there. ... Now everybody wants a gun," said the police chief.

The reasons youths are picking up guns are as varied as the youths themselves, said Chambers. Some have weapons for protection while others carry a gun as a means to threaten others, said Chambers.

"The problem isn't why they carry guns but how they're using them. We've got to figure out the how and why and then go to the next level," said Chambers.

The discussion at Illinois State University's Bone Student Center was one of several recent community events organized after the June 18 triple homicide on Riley Drive in Bloomington.

HOPE FOR CHANGE

Quiet moments elicit emotions in anti-racism rally



DAVID PROEBER PHOTOS, THE PANTAGRAPH

Ahmad Williams, 25, of Bloomington, left, receives a blessing from Pastor William Bennett of City of Refuge Ministries, after Williams spoke Tuesday during a march and rally at the McLean County Law and Justice Center in Bloomington. Community members shared stories and encouragement after they remembered lives of African-Americans lost to injustice.

PAUL SWIECH
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BLOOMINGTON — The 250 people who marched and rallied peacefully Tuesday evening in downtown Bloomington against institutional racism and police violence against African-Americans chanted and spoke loudly.

But perhaps the more powerful moments in the march and rally organized by William Bennett, senior pastor of City of Refuge Ministries, were the quieter ones:

- The eight minutes and 46 seconds of silence representing the time that a white police officer in Minneapolis pressed a knee into the neck of George Floyd, a black man, who died after saying “I can’t breathe.”
- The mostly soft-spoken

words of four young African-Americans who spoke to the crowd even as one admitted he was emotional and another claimed he wasn’t strong.

One of the four, Ahmad Williams, 25, of Bloomington, said when he sees that an unarmed black man has been killed, he thinks he could be next.

But Williams said the rallies and marches of the past several days have left him optimistic.

“I’ve never felt more hopeful that something will change,” Williams said.

The march began at City of Refuge Ministries, 401 E. Jefferson St., at 5 p.m. and proceeded to the lawn in front of



Marchers of all colors share the same color of shadow as they march to the McLean County Law and Justice Center. Police closed intersections to allow the marchers to proceed without incident.

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Rally

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the McLean County Law and Justice Center, 104 W. Front St., where Bennett and the four young people spoke.

While the march and rally were prompted by the death of Floyd, Bennett said Floyd's death is the latest public example of 400 years of racism in America.

But Bennett told marchers before they began "This is a peaceful protest" and warned anyone who had something else in mind to leave. No one did.

"There will not be violence," Bennett said. "We want our message of injustice and racism to be heard."

"We are not anti-police," he said. "We are not anti-white. We are against racism."

"We are against police brutality," Bennett told

The Pantagraph before the march.

"It doesn't stop with the marches, it starts with the marches," he said. "The next thing we need to do is talk with our officials who are empowered. ... We need relationships. It needs to go to policy from here."

Asked about the relations between African-Americans and police in Bloomington-Normal, Bennett said "It depends on who you ask. Everybody has had their own experience. My relationship with (Bloomington) Chief Dan (Donath) has been a great relationship ... however that it not everyone's experience with the Bloomington or Normal police. We need to further the relationship and make sure everybody gets on the same page."

"We understand police need to do their jobs but don't want injustice to happen," he said.

Bloomington police closed intersections so the marchers could walk safely from City of Refuge to the Law and Justice Center and back again.

Along the way, marchers held signs reading "Black Lives Matter" and "Silence is Violence" and chanted "No justice, no peace" and "I can't breathe."

"I don't condone looting" and violence, Bennett said during the rally. "Stop the looting. Stop the violence."

He added "But I will not condemn my people."

Bennett invited four young African-Americans to speak, saying he wanted the crowd to hear from people whose voices often go unnoticed.

Jeremiah Cox, 18, of Bloomington said when he heard about Floyd's death, "it felt like someone was squeezing my heart."

"Something needs to happen," Cox said. "I do know

this. I know God is good. I know this has to change."

A young woman who declined to give her name to The Pantagraph said "Our ancestors didn't go through what they went through for us to be complacent. This can't stop here. This needs to change."

"Violence won't stop them (racists) but our love can stop them," said Justin Turner, 17, of Bloomington.

Williams told The Pantagraph later that he would like to see police reform, all four police officers who were at the scene of Floyd's death to be prosecuted and would like to change the perception that some people have of black people as "thugs."

"I hope for a change so people understand each other better," Williams said.

Contact Paul Swiech at 309-820-3275. Follow him on Twitter: @pg_swiech.



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

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

BACKGROUND: If approved, the City will enter into an agreement with Hoerr Construction, Inc. ("Hoerr") for the Fiscal Year ("FY") 2024 Sewer Rehabilitation and CCTV Inspection program. The project was advertised by the City to solicit competitive bids. Bids were received until 2:10 PM on Thursday, June 1, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Hoerr was the lowest responsible bidder among five bids opened on June 1st. All bidders are not local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor. The contract allows 300 calendar days for the work to be completed from the issuance of the Notice to Proceed.

The work within the proposed contract includes the Base Bid and Additive Alternatives 1, 2, 3, and 4. The Additive Alternatives are additional work and were included in this bid package in case the City received favorable pricing. The original FY 2024 budgeted amount for the project was \$2,100,000, and the low bid totaled \$2,016,828.

This scope of work involves the installation of approximately 33,000 feet of sanitary sewer cured-in-place pipe lining ("CIPP") of sizes between eight inches and 54 inches. The CIPP sewer lining process involves inverting or pulling a resin-saturated tube made of polyester, fiberglass cloth, or other materials into an existing pipe and curing the resin with hot water or steam to form a tight-fitting, corrosion-resistant pipe. Sewers requiring CIPP liners were selected for rehabilitation, based on review and recommendations by RJN Group, a City engineering consultant. RJN was hired by the City to evaluate and make recommendations

using CCTV sewer videos obtained through the City's annual CCTV contract.

Since 2012, the City has televised approximately 250 miles, or 75%, of the 335 miles of combination and sanitary sewers using CCTV. By televising the sewers, staff and consultants can determine the condition of the existing sewer system and prioritize sewers to be lined, before potential failures at the surface, and reduce the chances of expensive sewer point repairs that require traditional excavation methods. In addition to the televising of these contracts, the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program ("PACP"). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on such criteria as: Consequences of Failure ("COF"), PACP structural assessment or Likelihood of Failure ("LOF"), and the location of the sewer under major City routes. Based on RJN's report, this sewer rehabilitation contract will address approximately 33,000 feet of the 38,000 feet of the PACP structural scores of 5, which are the pipes that are rated as extremely high risk for failure or a LOF of 5.

If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized by lining with a structural CIPP liner. The average point repair can cost \$15,000 or more, and the City could line over 460 feet of 8-inch sewer with the same money. The City's 2014 Stormwater and Sanitary Sewer Master Plans have recommended spending \$3,250,000 annually to rehabilitate the City's sewer system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on May 16, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a construction agreement with Hoerr Construction, Inc., for the FY 2024 Sewer Rehabilitation and CCTV Inspection Program (Bid #2024-01), in the amount of \$2,016,828. The awarded contract amount of \$2,016,828 will be paid out of the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550). If approved, a budget transfer totaling \$16,828 will be processed moving funds from Sanitary Sewer-Architectural & Engineering Services for Construction account (51101100-70051) to the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550) where the \$2,016,828 will be paid. This project is included in the FY 2024 Budget as the "Multi-Year Sanitary Sewer Rehabilitation" budgeted at \$2,000,000 and the "Multi-Year Sanitary Sewer Assessment" budgeted at \$100,000 for a total of \$2,100,000. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 146, 147, 229, and 300-304.

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 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: Ward Snarr, Civil Engineer II

ATTACHMENTS:

[PW 8B Ordinance](#)

[PW 8D Bid Tab](#)

[PW 8C Contract](#)

[PW 8F Completed Sewer Lining Map](#)

[PW 8E Overall Plan FY2024 Sewer Rehabilitation](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Hoerr Construction, Inc., be approved for the FY 2024 Sewer Rehabilitation & CCTV Inspection Program ("Project") in the amount of \$2,016,828.00; and

WHEREAS, the Project consists of work necessary to install approximately 33,000 feet of sanitary sewer cured-in-place pipe lining of sizes between eight and 54 inches, and a contingency line item; and

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

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

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

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

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

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

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

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

LOW BID

		Budget		Award											
A. SEWER REHAB.						Insituform Technologies USA, LLC		National Power Rodding Corp.		SAK Construction, LLC		Visu Sewer Inc.			
BASE BID		\$2,100,000.00	\$2,016,828.00	ENGINEERS ESTIMATE		Hoerr Construction Inc.									
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	8" Dia. Cured-In-Place Pipe (CIPP)	LF	13892	\$38.00	\$527,896.00	\$32.00	\$444,544.00	\$39.70	\$551,512.40	\$58.35	\$810,598.20	\$43.00	\$597,356.00	\$42.00	\$583,464.00
2	10" Dia. Cured-In-Place Pipe (CIPP)	LF	917	\$53.00	\$48,601.00	\$36.00	\$33,012.00	\$49.10	\$45,024.70	\$67.80	\$62,172.60	\$59.00	\$54,103.00	\$51.00	\$46,767.00
3	12" Dia. Cured-In-Place Pipe (CIPP)	LF	9104	\$45.00	\$409,680.00	\$44.00	\$400,576.00	\$54.60	\$497,078.40	\$69.35	\$631,362.40	\$62.00	\$564,448.00	\$57.00	\$518,928.00
4	15" Dia. Cured-In-Place Pipe (CIPP)	LF	3493	\$58.00	\$202,594.00	\$57.00	\$199,101.00	\$80.70	\$281,885.10	\$86.55	\$302,319.15	\$124.00	\$433,132.00	\$82.00	\$286,426.00
5	18" Dia. Cured-In-Place Pipe (CIPP)	LF	717	\$80.00	\$57,360.00	\$78.00	\$55,926.00	\$118.50	\$84,964.50	\$88.20	\$63,239.40	\$127.00	\$91,059.00	\$117.00	\$83,889.00
6	20" Dia. Cured-In-Place Pipe (CIPP)	LF	516	\$105.00	\$54,180.00	\$94.00	\$48,504.00	\$154.80	\$79,876.80	\$400.00	\$206,400.00	\$174.00	\$89,784.00	\$138.00	\$71,208.00
7	36" Dia. Cured-In-Place Pipe (CIPP)	LF	310	\$175.00	\$54,250.00	\$247.00	\$76,570.00	\$276.00	\$85,560.00	\$850.00	\$263,500.00	\$447.00	\$138,570.00	\$390.00	\$120,900.00
8	54" Dia. Cured-In-Place Pipe (CIPP)	LF	285	\$225.00	\$64,125.00	\$478.00	\$136,230.00	\$508.20	\$144,837.00	\$1,100.00	\$313,500.00	\$746.00	\$212,610.00	\$745.00	\$212,325.00
9	Supply Water - Complete	LS	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00	\$15,800.00	\$15,800.00	\$21,000.00	\$21,000.00
10	Traffic Control and Protection	LS	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$10,950.00	\$10,950.00	\$50,000.00	\$50,000.00	\$52,600.00	\$52,600.00	\$68,500.00	\$68,500.00
11	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$26,000.00	\$26,000.00	\$57,975.00	\$57,975.00	\$100,000.00	\$100,000.00	\$52,300.00	\$52,300.00	\$45,000.00	\$45,000.00
12	Contingency	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
13	Service Lateral Reinstatement	EA	870	\$100.00	\$87,000.00	\$100.00	\$87,000.00	\$121.00	\$105,270.00	\$250.00	\$217,500.00	\$50.00	\$43,500.00	\$100.00	\$87,000.00
14	Removal of Protruding Lateral Connections	EA	100	\$425.00	\$42,500.00	\$300.00	\$30,000.00	\$368.00	\$36,800.00	\$500.00	\$50,000.00	\$360.00	\$36,000.00	\$500.00	\$50,000.00
15	Lateral Launch	HR	200	\$425.00	\$85,000.00	\$480.00	\$96,000.00	\$433.00	\$86,600.00	\$550.00	\$110,000.00	\$425.00	\$85,000.00	\$500.00	\$100,000.00
16	Special Cleaning - TV Truck	HR	80	\$350.00	\$28,000.00	\$280.00	\$22,400.00	\$276.00	\$22,080.00	\$450.00	\$36,000.00	\$260.00	\$20,800.00	\$500.00	\$40,000.00
17	Special Cleaning - Jet-Vac Truck	HR	80	\$150.00	\$12,000.00	\$280.00	\$22,400.00	\$298.00	\$23,840.00	\$450.00	\$36,000.00	\$290.00	\$23,200.00	\$500.00	\$40,000.00
TOTAL BASE BID A					\$1,822,186.00	\$1,797,763.00		\$2,224,753.90		\$3,377,591.75		\$2,610,262.00		\$2,475,407.00	

B. ADDITIVE ALTERNATIVE 1

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	8" Dia. Cured-In-Place Pipe (CIPP)(TBD)	LF	3000	\$38.00	\$114,000.00	\$34.00	\$102,000.00	\$54.00	\$162,000.00	\$70.00	\$210,000.00	\$63.00	\$189,000.00	\$42.00	\$126,000.00
TOTAL ADD. ALT. B					\$114,000.00	\$102,000.00		\$162,000.00		\$210,000.00		\$189,000.00		\$126,000.00	

C. ADDITIVE ALTERNATIVE 2

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	12" Dia. Cured-In-Place Pipe (CIPP)(TBD)	LF	1000	\$45.00	\$45,000.00	\$44.00	\$44,000.00	\$75.00	\$75,000.00	\$85.00	\$85,000.00	\$74.00	\$74,000.00	\$57.00	\$57,000.00
TOTAL ADD. ALT. C					\$45,000.00	\$44,000.00		\$75,000.00		\$85,000.00		\$74,000.00		\$57,000.00	

D. ADDITIVE ALTERNATIVE 3

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (24"-30")	FT	595	\$3.00	\$1,785.00	\$3.00	\$1,785.00	\$5.10	\$3,034.50	\$50.00	\$29,750.00	\$3.00	\$1,785.00	\$4.00	\$2,380.00
TOTAL ADD. ALT. D					\$1,785.00	\$1,785.00		\$3,034.50		\$29,750.00		\$1,785.00		\$2,380.00	

E. ADDITIVE ALTERNATIVE 4

BASE BID						Hoerr Construction Inc.		Insituform Technologies USA, LLC		National Power Rodding Corp.		SAK Construction, LLC		Visu Sewer Inc.	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	CCTV Sewer Inspection, 6" DIA	LF	200	\$6.00	\$1,200.00	\$6.00	\$1,200.00	\$5.10	\$1,020.00	\$3.50	\$700.00	\$5.00	\$1,000.00	\$4.25	\$850.00
2	CCTV Sewer Inspection, 8" DIA	LF	1200	\$5.00	\$6,000.00	\$3.80	\$4,560.00	\$5.10	\$6,120.00	\$3.75	\$4,500.00	\$5.00	\$6,000.00	\$4.25	\$5,100.00
3	CCTV Sewer Inspection, 10" DIA	LF	500	\$5.50	\$2,750.00	\$3.80	\$1,900.00	\$5.10	\$2,550.00	\$3.85	\$1,925.00	\$5.00	\$2,500.00	\$4.25	\$2,125.00
4	CCTV Sewer Inspection, 12" DIA	LF	1000	\$5.25	\$5,250.00	\$4.10	\$4,100.00	\$5.10	\$5,100.00	\$4.00	\$4,000.00	\$5.00	\$5,000.00	\$4.25	\$4,250.00
5	CCTV Sewer Inspection, 15" DIA	LF	600	\$6.75	\$4,050.00	\$4.20	\$2,520.00	\$9.70	\$5,820.00	\$4.50	\$2,700.00	\$9.00	\$5,400.00	\$4.25	\$2,550.00
6	CCTV Sewer Inspection, 16" DIA	LF	800	\$7.00	\$5,600.00	\$4.30	\$3,440.00	\$9.70	\$7,760.00	\$5.00	\$4,000.00	\$9.00	\$7,200.00	\$4.25	\$3,400.00
7	CCTV Sewer Inspection, 18" DIA	LF	800	\$8.00	\$6,400.00	\$4.80	\$3,840.00	\$9.70	\$7,760.00	\$5.50	\$4,400.00	\$9.00	\$7,200.00	\$4.25	\$3,400.00
8	CCTV Sewer Inspection, 20" TO 21" DIA	LF	600	\$10.00	\$6,000.00	\$5.20	\$3,120.00	\$14.10	\$8,460.00	\$7.00	\$4,200.00	\$14.00	\$8,400.00	\$4.25	\$2,550.00
9	CCTV Sewer Inspection, 24" DIA	LF	300	\$15.00	\$4,500.00	\$6.00	\$1,800.00	\$14.10	\$4,230.00	\$10.00	\$3,000.00	\$14.00	\$4,200.00	\$4.25	\$1,275.00
10	Heavy Duty Sewer Cleaning, 8"-27" DIA	HR	16	\$650.00	\$10,400.00	\$600.00	\$9,600.00	\$575.00	\$9,200.00	\$500.00	\$8,000.00	\$560.00	\$8,960.00	\$500.00	\$8,000.00
11	Removal of Protruding Taps	HR	10	\$650.00	\$6,500.00	\$600.00	\$6,000.00	\$370.00	\$3,700.00	\$500.00	\$5,000.00	\$360.00	\$3,600.00	\$450.00	\$4,500.00
12	Root Cutting	HR	20	\$650.00	\$13,000.00	\$600.00	\$12,000.00	\$575.00	\$11,500.00	\$500.00	\$10,000.00	\$560.00	\$11,200.00	\$450.00	\$9,000.00
13	Lateral Launch	HR	10	\$650.00	\$6,500.00	\$580.00	\$5,800.00	\$435.00	\$4,350.00	\$650.00	\$6,500.00	\$425.00	\$4,250.00	\$500.00	\$5,000.00
14	Locate Pipe Defect	EA	10	\$150.00	\$1,500.00	\$140.00	\$1,400.00	\$135.00	\$1,350.00	\$250.00	\$2,500.00	\$135.00	\$1,350.00	\$750.00	\$7,500.00
15	Traffic Control and Protection	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$4,600.00	\$4,600.00	\$15,000.00	\$15,000.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00
16	Contingency	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
17	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$6,850.00	\$6,850.00	\$4,500.00	\$4,500.00
TOTAL ADD. ALT 4					\$99,650.00	\$71,280.00		\$95,520.00		\$96,425.00		TOTAL BASE BID		\$93,410.00	

A. TOTAL BASE BID =	\$1,822,186.00	\$1,797,763.00	\$2,224,753.90	\$3,377,591.75	\$2,610,262.00	\$2,475,407.00
B. ADDITIVE ALTERNATIVE 1 =	\$114,000.00	\$102,000.00	\$162,000.00	\$210,000.00	\$189,000.00	\$126,000.00
C. ADDITIVE ALTERNATIVE 2 =	\$45,000.00	\$44,000.00	\$75,000.00	\$85,000.00	\$74,000.00	\$57,000.00
D. ADDITIVE ALTERNATIVE 3 =	\$1,785.00	\$1,785.00	\$3,034.50	\$29,750.00	\$1,785.00	\$2,380.00
E. ADDITIVE ALTERNATIVE 4 =	\$99,650.00	\$71,280.00	\$95,520.00	\$96,425.00	\$93,410.00	\$74,000.00
**Selected Base + Alternates to be Awarded	TOTAL A + B + C + D + E =	\$2,082,621.00	\$2,016,828.00	\$2,560,308.40	\$3,798,766.75	\$2,968,457.00

CITY OF BLOOMINGTON AGREEMENT WITH

Hoerr Construction, Inc.

FOR

FY 2024 SEWER REHABILITATION & CCTV Inspection

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
(Bid #2024-01) FY2024 Sewer Rehabilitation & CCTV Inspection Project (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:

Hoerr Construction, Inc.
1416 County Road 200 North
Goodfield, IL 61742
smartin@hoerr.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: Andrew M. Hove
Its Vice President

By: Kurt T. Latta
Its Treasurer

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

1. Sewer Lining with Cured-in-Place Pipe (CIPP) Various Sizes up to 33,233 Linear Feet (LF)
2. Point Repairs ----- and other necessary items and incidentals.
3. CCTV Inspection Various Sizes 6000 Linear Feet (LF)

Start: Date provided on Notice to Proceed

CCTV Inspection Completion: 150 days following the date provided on Notice to Proceed

Rehabilitation Completion: 300 days following the date provided on the Notice to Proceed

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

EXHIBIT B
COSTS/FEES

The City will be awarding the Base Bid and Alternates 1-4 for a total of **\$2,016,828.00**. Line item unit costs and totals are included in the Evaluation Tabulation which has been incorporated in this Agreement as part of the Procurement Documents.

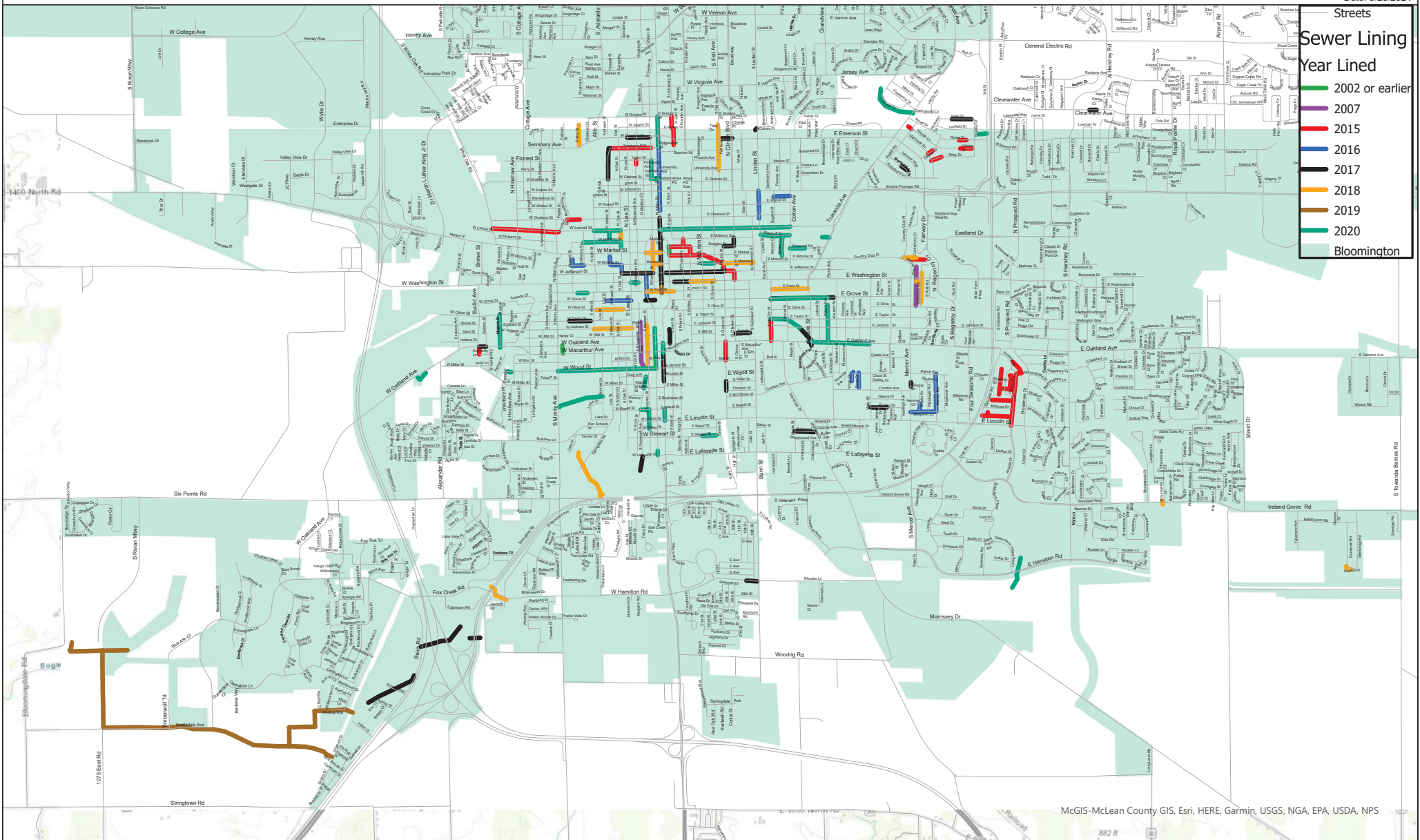
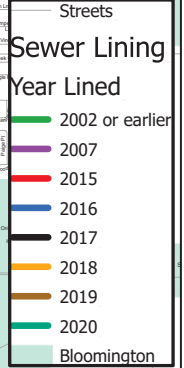
Additional payment terms are included in the Special Provisions as part of the Procurement Documents.

Completed Sewer Lining

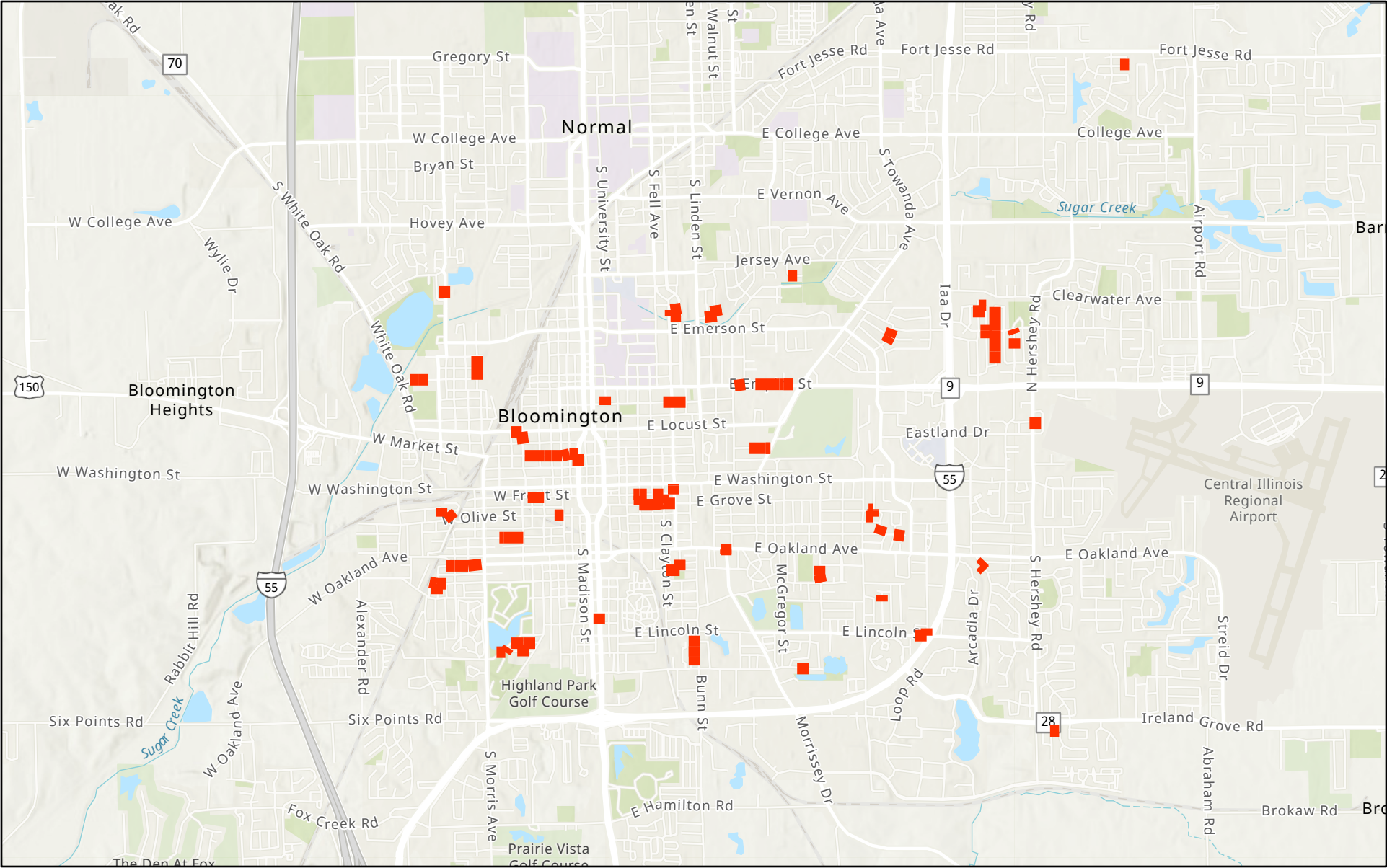


0 5,000 10,000
Feet

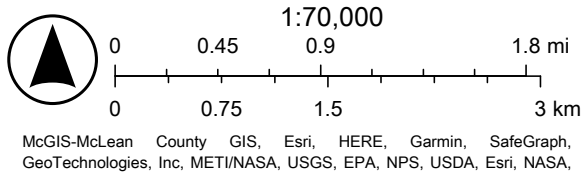
Date: 9/28/2021



FY2024 Sewer Rehabilitation



6/8/2023
CIPP Lining and Televising





CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District for the Property Located at 2603 Wellington Way, 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, Kelsey Lachenberg, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 2603 Wellington Way.

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 Petitioner will store food in sealed buckets to deter pests.
- No roosters or chickens for slaughter will be kept.

On Wednesday, May 17, 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 Tuesday, May 2, 2023, and courtesy notices were mailed to 63 properties within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-5. (Provide access to healthy foods and promote food security to build community); Objective HL-5.1. (Encourage

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

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

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

[E&CD 1D Minutes](#)

ORDINANCE NO. 2023 - _____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 2603 Wellington Way, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan," which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707 and with the additional Use Provisions as forth in § 44-1011; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

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

SECTION 2. That the Special Use Permit for Chicken-Keeping, for the property at 2603 Wellington Way, 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 take effect immediately after its approval and publication as required by law.

PASSED this 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

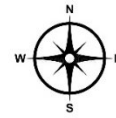
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 84 IN THE THIRD ADDITION TO WILLIAMSBURG ESTATE SUBDIVISION TO THE CITY OF
BLOOMINGTON, ACCORDING TO THE PLAT THEROF RECORDED AUGUST 2, 1976 AS DOCUMENT
NO. 76-9656, IN MCLEAN COUNTY, ILLINOIS.

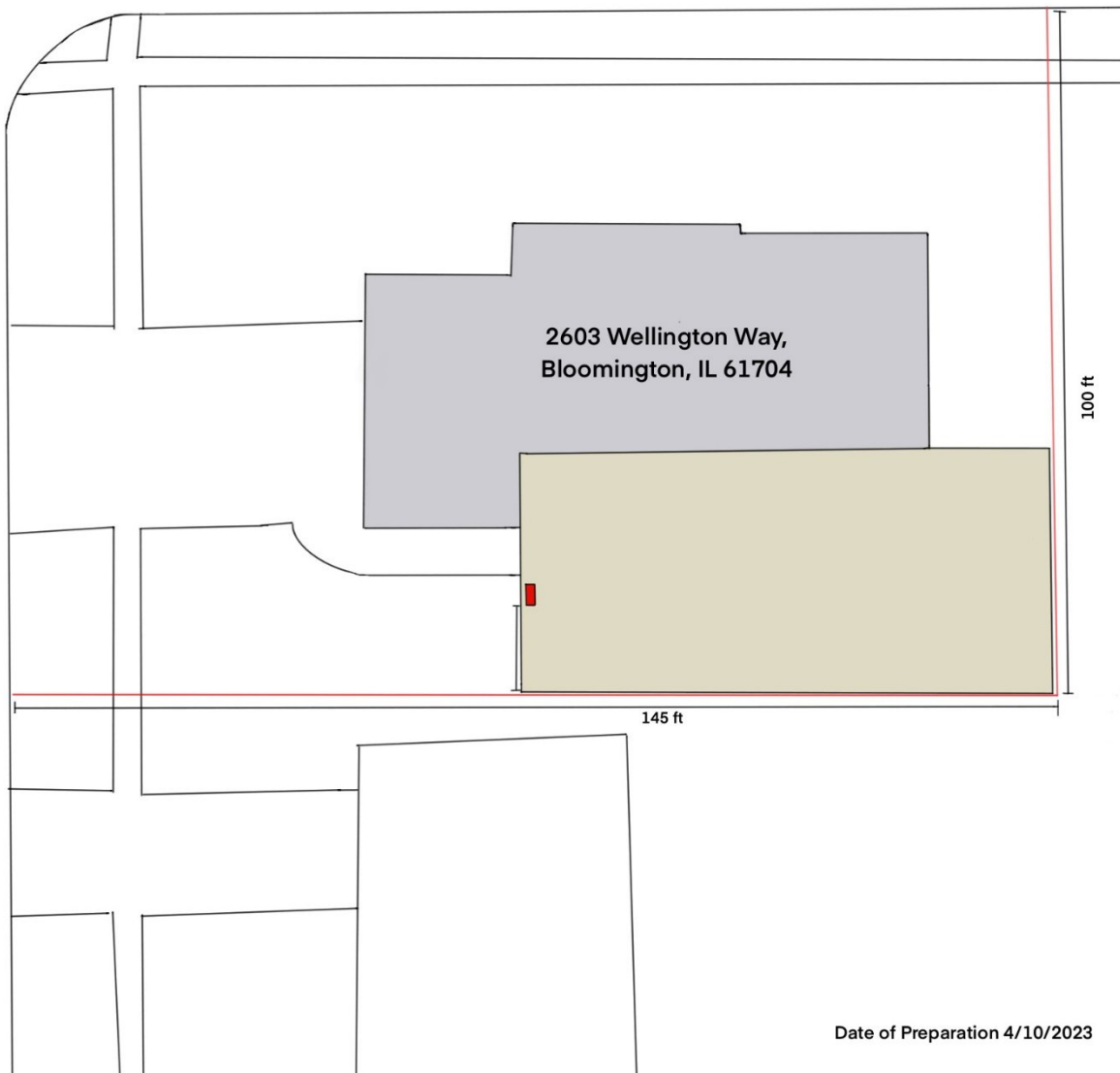
PIN: 21-01-352-008

EXHIBIT B
Site Plan



S Hersey Rd

Wellington Way





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: May 17, 2023

CASE NO: SP-09-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Kelsey Lachenberg for approval of a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 2603 Wellington Way. PIN: 21-01-352-008.

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 Tuesday, May 2, 2023. Courtesy notices were mailed to 63 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 2603 Wellington Way consists of 0.34 acres of land located at the southeast intersection of Wellington Way and Hershey Road in the Williamsburg Estate Subdivision. It is improved with a single-family home with an attached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

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

Description of Current Zoning District

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

Subject Code Requirements

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

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

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

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

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) District

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

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

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1B (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF 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:

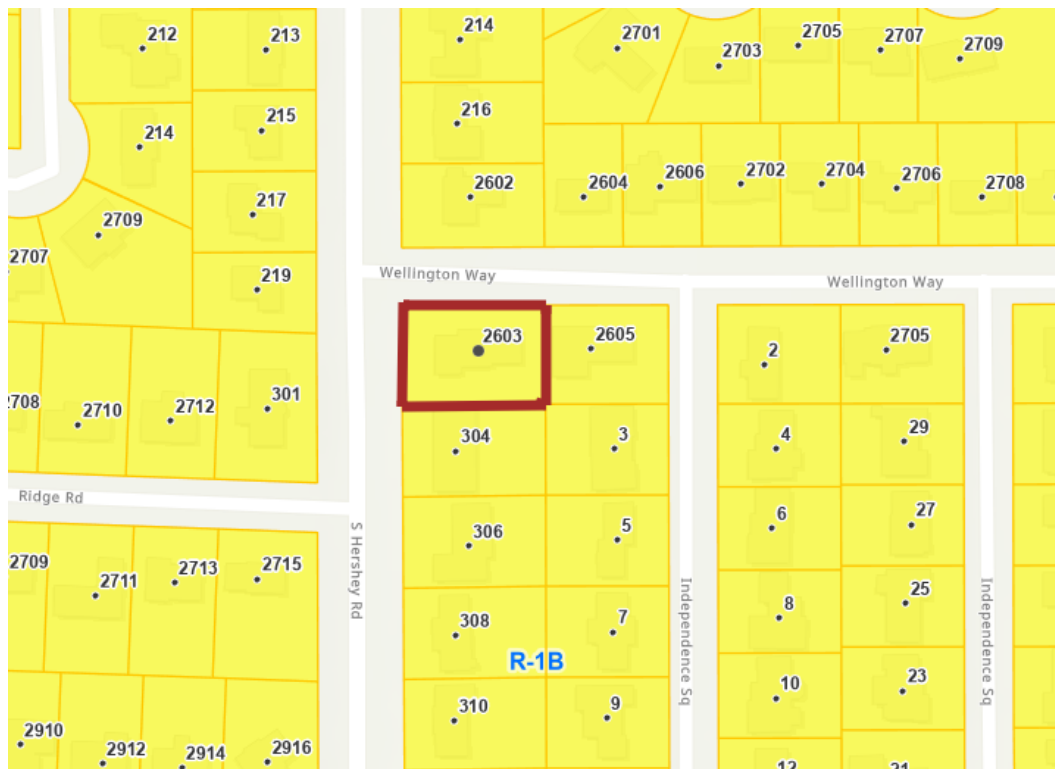
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

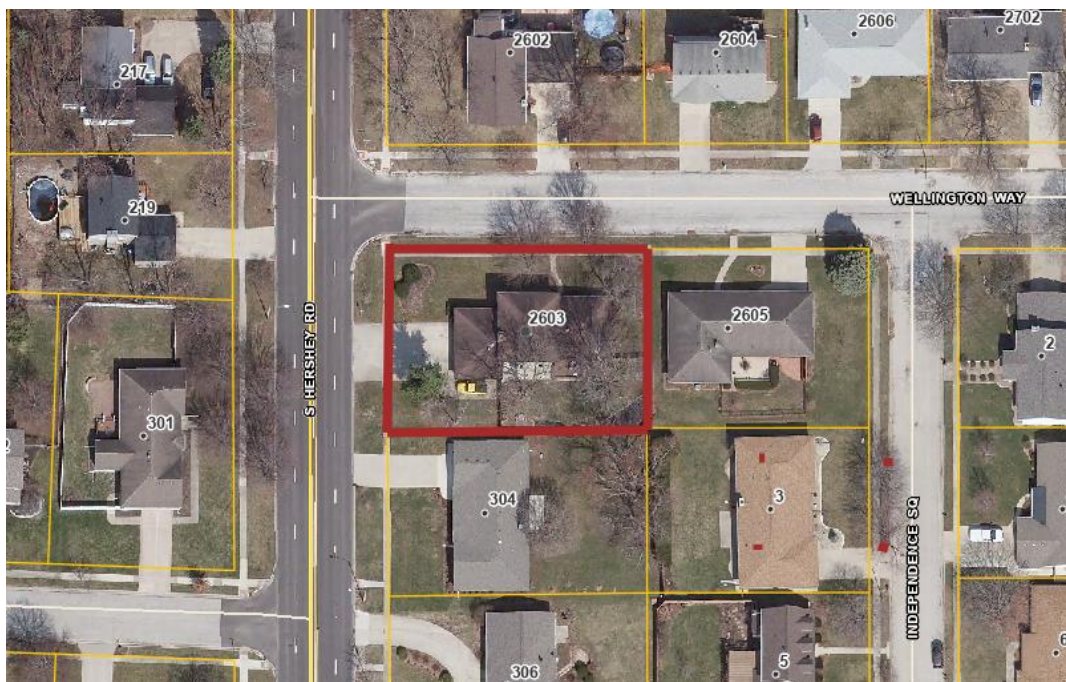
Attachments:

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(s)



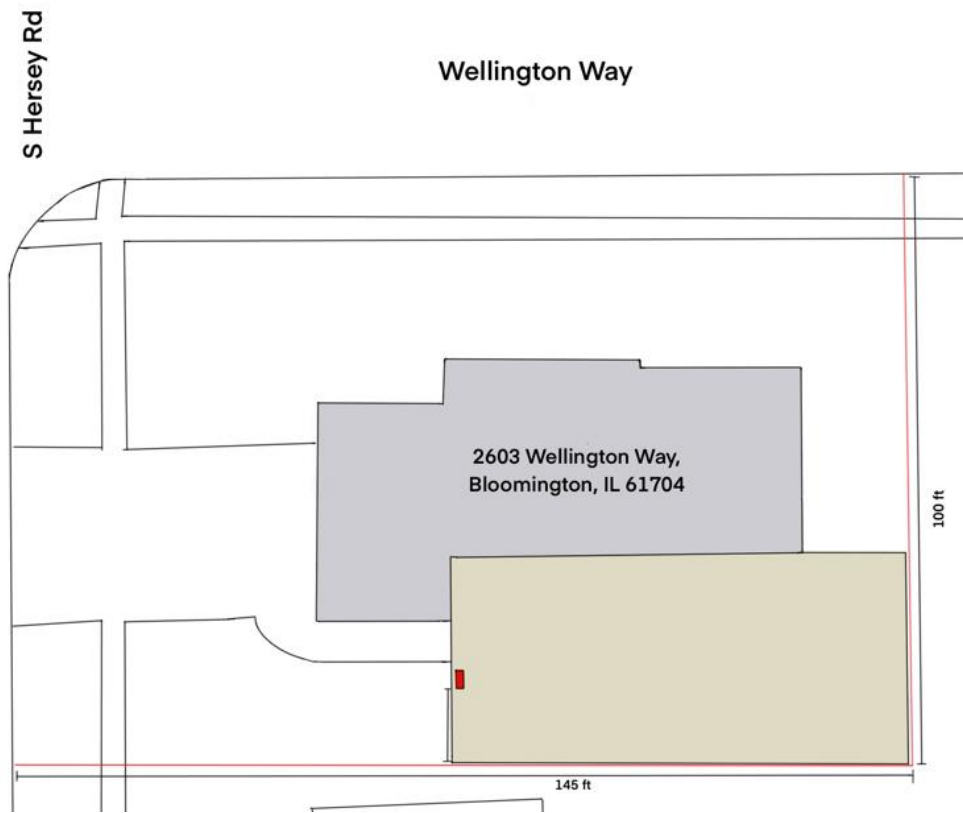
Attachment 3- Ground-Level View



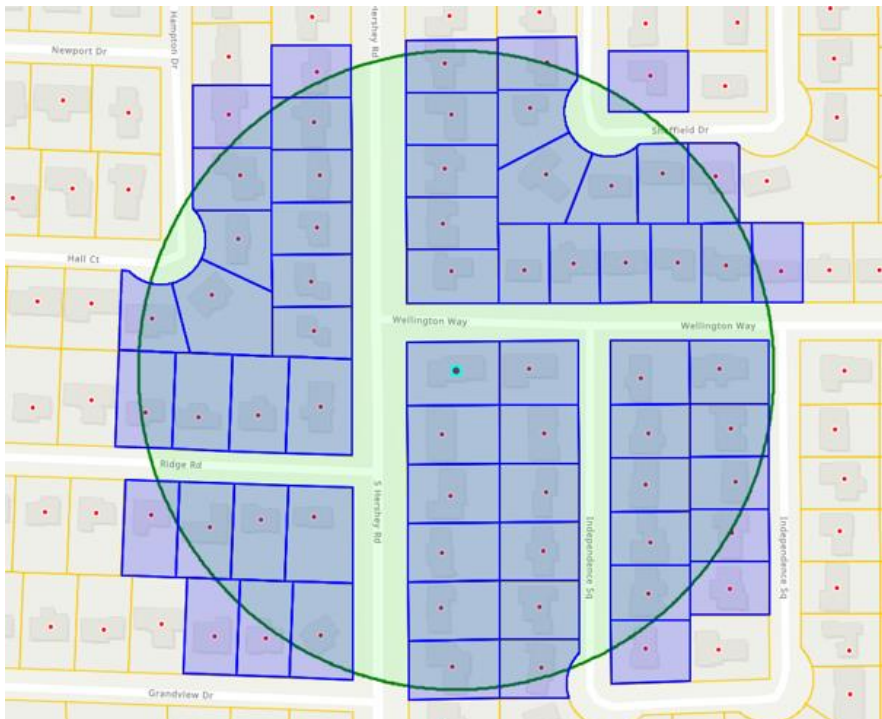
Attachment 4 - Petitioner-Submission - Description of Project

I am seeking a Special Use Permit to keep (2-4) hens at my address of 2603 Wellington Way, Bloomington, IL 61704. Our property is .33 acres and the back yard is fenced in. Under 44-101 On lots less than or equal to one acre with a primary use of a single-family... the keeping of up to four chickens may be permitted with special use permit as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960.

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-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 and 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.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including adjacent uses and the character of the area. He noted a landscaping plan has not been submitted that indicates compliance. He recommended an approval be conditioned upon the applicant's final plans meeting the landscaping requirements.

Chair Straza opened the public hearing.

No persons were present to provide testimony.

Chair Straza closed the public hearing.

Commissioner Balantini expressed a desire to have the applicant present to discuss to case and the rest of the Board concurred.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to table the case until the next regular meeting to allow the applicant to attend.

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

Motion passed.

The following item was presented:

Item 5.B. SP-08- 23 - Public hearing, review, and action on a request submitted by Preston Holdren, for approval of a **Special Use Permit for Chicken-Keeping** for the property located at 5 Northcrest Court (PIN: 21-02-102-005), as requested by the Economic & Community Development Department.

Mr. Branham advised the Board that the case had been withdrawn by the Applicant and no action is required at this time.

The following item was presented:

Item 5.C. SP-09-23 - Public hearing, review, and action on a request submitted by Kelsey Lachenberg, for approval of a **Special Use Permit for Chicken-Keeping** for the property located at 2603 Wellington Way (PIN: 21-01-352-008), 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 fully screened rear yard.

Commissioner Webb asked for verification that roosters are not permitted. Mr. Branham confirmed.

Chair Straza opened the public hearing.

Austin Lachenberg (2603 Wellington Way) provided further background on the request. He stated his family would like to keep chickens for eggs. He stated they would not consider utilizing them for meat and they would not have roosters.

Commissioner Harris inquired if the Applicant had previous experience with chickens. Mr. Lachenberg responded he did not but was eager to try it. He described the type of chickens they would have and that the food would be stored in sealed five-gallon containers in the garage.

Commissioner Ballantini inquired if the rear yard was currently fenced and asked for further clarification on the coop location. Mr. Lachenberg stated the yard was currently fenced and specifically indicated where the coop would be located.

Commissioner Webb inquired whether the Applicant had reached out to neighbors. Mr. Lachenberg stated he had contacted a few who were in favor of the proposal.

Leslie Littell (304 S. Hershey Road) stated she had concerns related to noise and the potential to attract predators. She noted that foxes are already in the neighborhood. She inquired about the factors for approval.

Chair Straza asked staff to review the standards. Mr. Branham read the standards for approving a Special Use from the Code. Commissioner Ballantini provided additional information on the requirements for chicken-keeping in the Code.

Ms. Littell added her concerns about drainage and the Applicant's dogs' interaction with the chickens. She inquired whether the coop would be able to be seen above the fence.

Ben Phillips (3 Independence Square) inquired about the size of the chicken coop. He affirmed the prior speaker's statement about drainage in the neighborhood.

Mr. Lachenberg stated the coop would be 51 inches tall, which would be well below the existing six-foot-tall fence. He added that a compost bin is what is recommended for chicken waste. He stated the coop would be approximately 20-feet away from southern property line. He stated he had no issues with drainage in his rear yard. He would provide additional protection for the chickens within the yard if dogs were not agreeable to living with them.

Commissioner Ballantini inquired if the image provided was the specific coop model. Mr. Lachenberg confirmed.

Commissioner Ballantini inquired about the height requirement for coops. Mr. Branham stated it must be 15-feet or less, which is consistent for all accessory structures.

Commissioner Phillips requested clarification on the chicken wire. Mr. Lachenberg stated the chicken wire would be four-feet-tall which would provide additional protection from the dogs, if needed.

Commissioner Harris inquired about the waste disposal. Mr. Lachenberg stated it would be composted.

Staff stated they would contact Ms. Littell with information on the research done prior to the passage of the original ordinance and what to do if she has future complaints.

Chair Straza closed the public hearing.

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

Motion passed.

The following item was presented:

Item 5.D. SP-10-23 - Public hearing, review, and action on a request submitted by Curt Livesay, for approval of a **Special Use Permit** for a Specialty Food Shop, with drive though, in the M -1 (Restricted Manufacturing) District for the property located at 1601 General Electric Road (PIN: 14-35-201-005), 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 adjacent uses and the character of the area. He indicated a new curb cut that would be required off Keaton Place would be provided.

Chair Straza asked for clarification whether the current entrance on the west side would be closed to provide parking spaces. Mr. Branham confirmed.

Chair Straza opened the public hearing.

Curt Livesay (2904 Hubbard Drive) thanked the Board for their time. He provided a presentation, attached to this record as Exhibit "A." He explained the history of his family and how he arrived at the concept being proposed. He introduced the rest of the Jasper's Leadership Team and discussed the business plan and need for the proposed use.



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 5

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Curt Livesay, is requesting approval of a special use to develop a Specialty Food Shop with a Drive-Through for the property located at 1601 G.E. Road.

Summary of Request:

- Construction of a one-story, 400-square-foot Specialty Food (Coffee) Shop with a drive-through and associated vehicle parking for employees (five spaces).
- A Special Use is required for the use in the M-1 (Restricted Manufacturing) District.

On Wednesday, May 17, 2023, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Special Use to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, May 2, 2023, and courtesy notices were mailed to four property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule, State Sales and Food & Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods); Objective N-1.1. (Enhance the livability of all Bloomington neighborhoods) and ED-4. (Enhance the image of Bloomington as a business friendly

community); Goal ED-4 (Enhance the image of Bloomington as a business friendly community); and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

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

[E&CD 2D Minutes](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Specialty Food Shop with a Drive-Through, for the property located at 1601 G.E. Road, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan;" and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

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

Section 2. That the Special Use Permit for a Specialty Food Shop with a Drive-Through, for the property at 1601 G.E. Road, legally described in Exhibit "A" and illustrated in Exhibit "B", is hereby approved.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall be effective immediately after its approval and publication as

required by law.

PASSED this 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

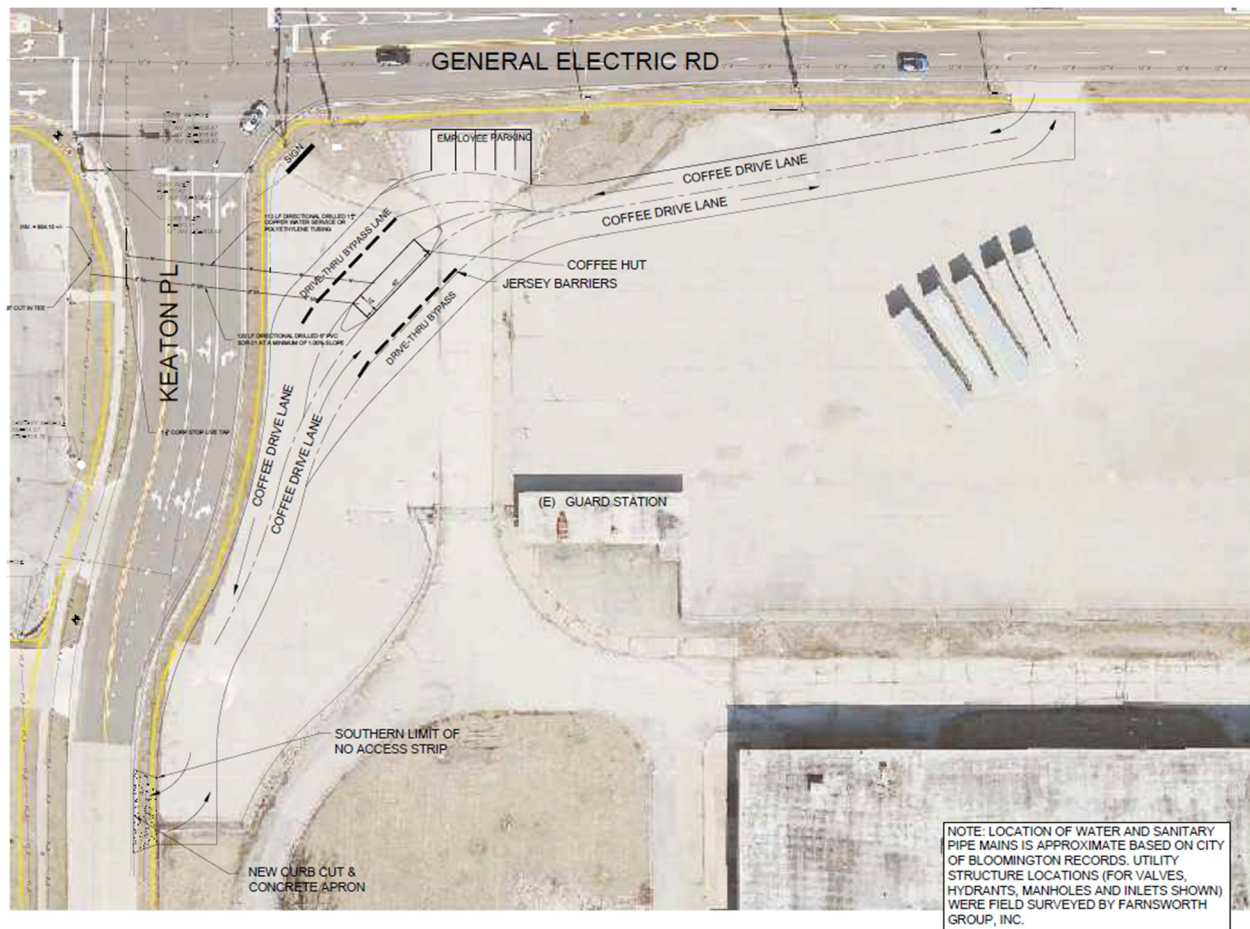
Legal Description

GENERAL ELECTRIC COMPANY SUB PT LOT 2(EX 3706.12 SQ FT TAKEN FOR ROW IN 19/15302)

29.98 ACRES

PIN: 14-35-201-005

EXHIBIT B
Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: May 17, 2023

CASE NO: SP-10-23, Special Use Permit for Specialty Food Shop

REQUEST: Public hearing, review, and action on a petition submitted by Curt Livesay requesting approval of a Special Use Permit for a Specialty Food Shop in the M-1 (Restricted Manufacturing) District, for the property located at 1601 G.E. Road. PIN: 14-35-201-005.

BACKGROUND

Request:

The Petitioner seeks a Special Use Permit to allow a Specialty Food Shop in the M-1 (Restricted Manufacturing) District, per § 44-402B which indicates Specialty Food Shops may be permitted as Special Uses in the M-1 District. No variations to the code are requested. The Petitioner proposes to construct a 400 square foot (40'x10') coffee shop with dual drive-through lanes at the northwest corner of the property, including five employee parking spaces. The coffee shop will function as a drive-through only operation; walk-in customers will not be permitted. Vehicular access will be provided via an existing curb cut along G.E. Road and a newly proposed curb cut along Keaton Place. There will be no modifications to any of the other existing structures on the property.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, May 2, 2023. Courtesy notices were mailed to four property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 29.98 acres of land located at the southeast intersection of G.E. Road and Keaton Place. The property is commonly known as the former General Electric plant, which has been vacant for several years. Neighboring properties are zoned B-1 (General Commercial) District and M-1 (Restricted Manufacturing) District.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	B-1 (General Commercial)	Retail Sales / Vehicle Sales & Service
South	B-1 (General Commercial)	Retail Sales
East	M-1(Restricted Manufacturing)	Vacant
West	B-1 (General Commercial)	Retail Sales

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 Specialty Food Shop 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 Specialty Food Shop 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 establishment, maintenance, and operation of a Specialty Food Shop is appropriate for this area and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding commercial uses. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The designation on the City’s Future Land Use Map for this area is “Employment Center”; the proposed Special Use is inconsistent with that designation; however, the designation is intended

for the larger portion of the vacated G.E. plant, and most of the surrounding area, particularly along Veterans Parkway, are designated as “Regional Commercial”. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. Partial infill of the currently vacant property can be expected to moderately improve property values within the neighborhood by decreasing blight and increasing active occupancy and maintenance of the property. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include compatible commercial uses. Other properties within a two-block radius largely contain commercial uses as well. ***Standard is met.***

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. ***Standard is met.***

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

Ingress and egress are provided by an existing curb cut along G.E. Road and a new curb cut along Keaton Place, which will need to meet City requirements. Drive-through queuing standards have been met. The use is required to provide one (1) off-street parking per Code requirement, although the operation will provide five spaces and not allow walk-in customers. ***Standard is met.***

6. **The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.**

The use will be required to meet the standards for the District, including any provisions for bulk requirements. No Variances are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

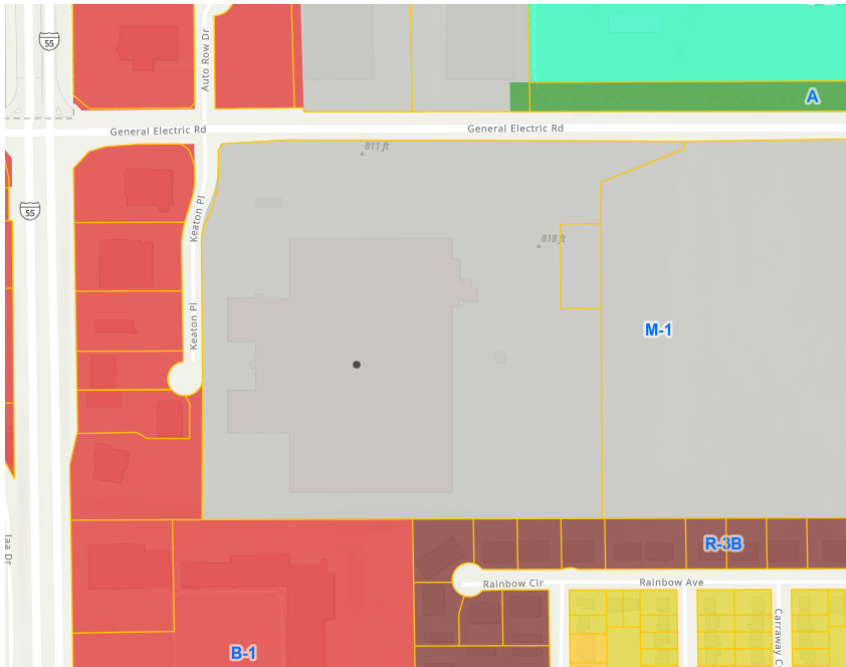
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

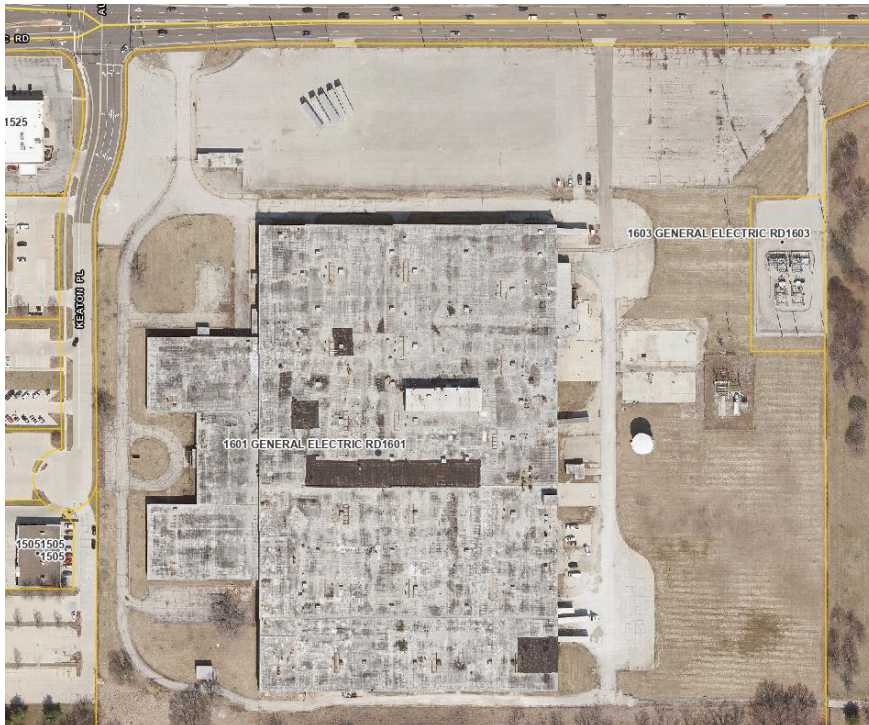
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



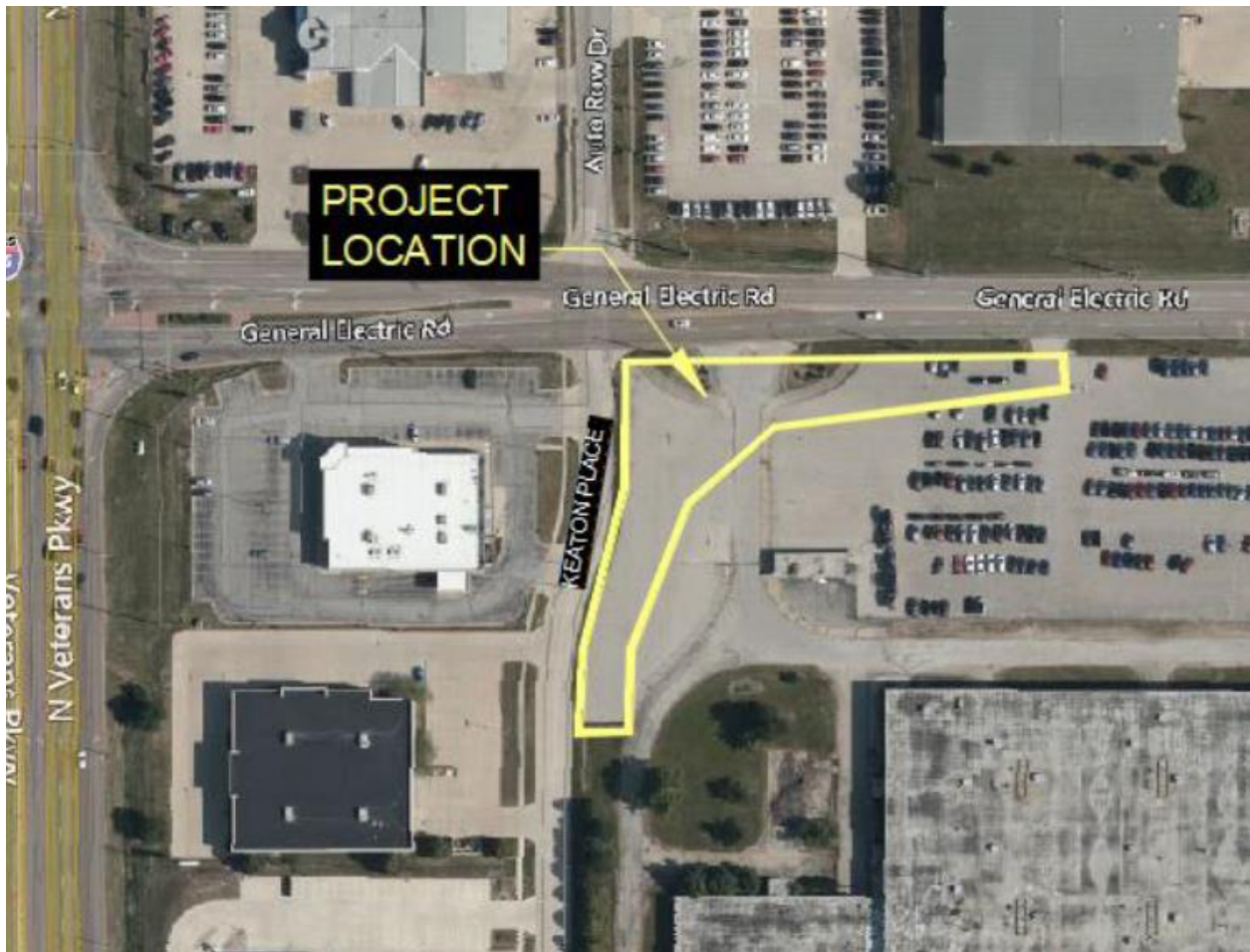
Attachment 3- Ground-Level View

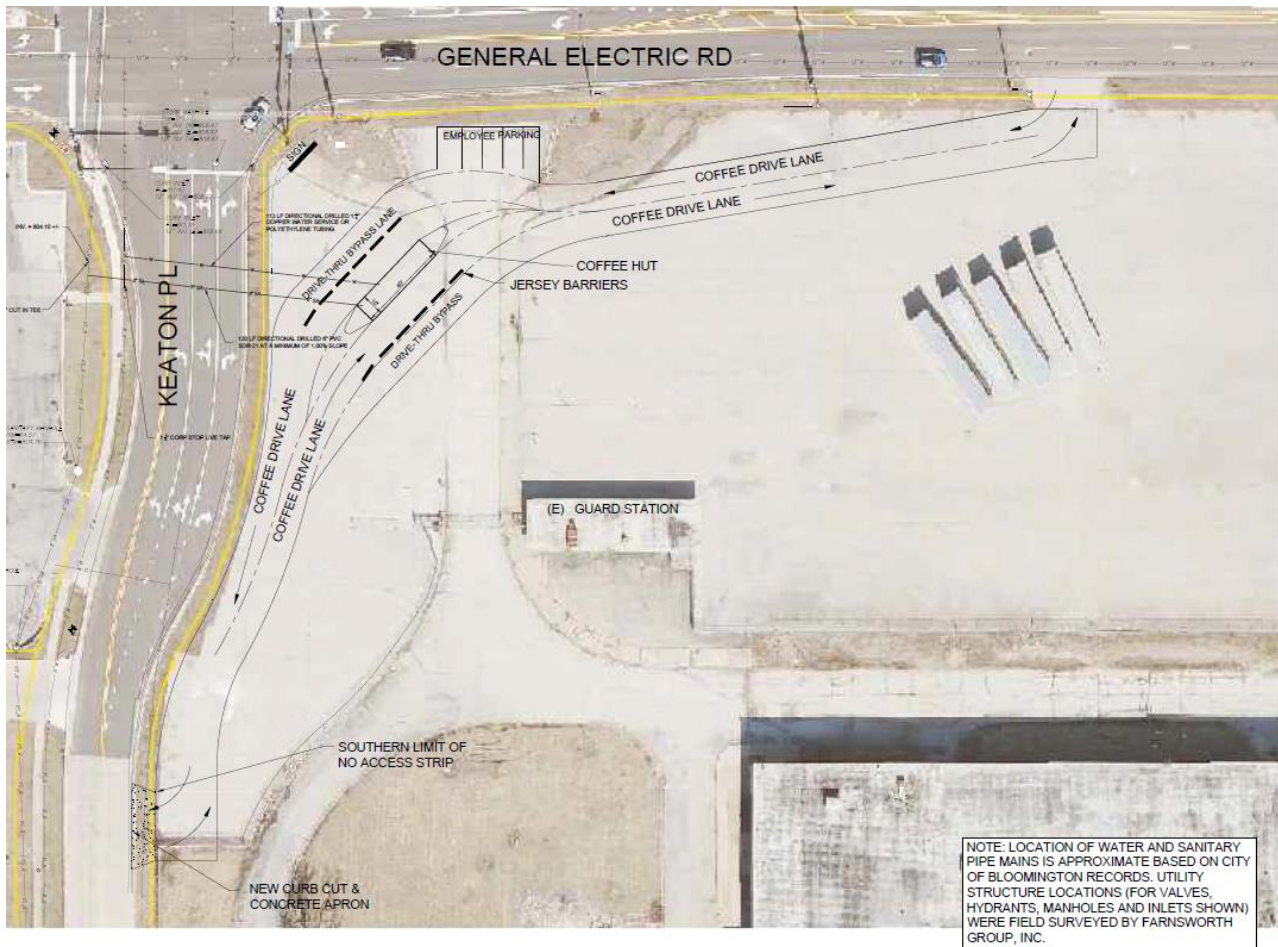


Attachment 4 - Petitioner-Submission - Description of Project

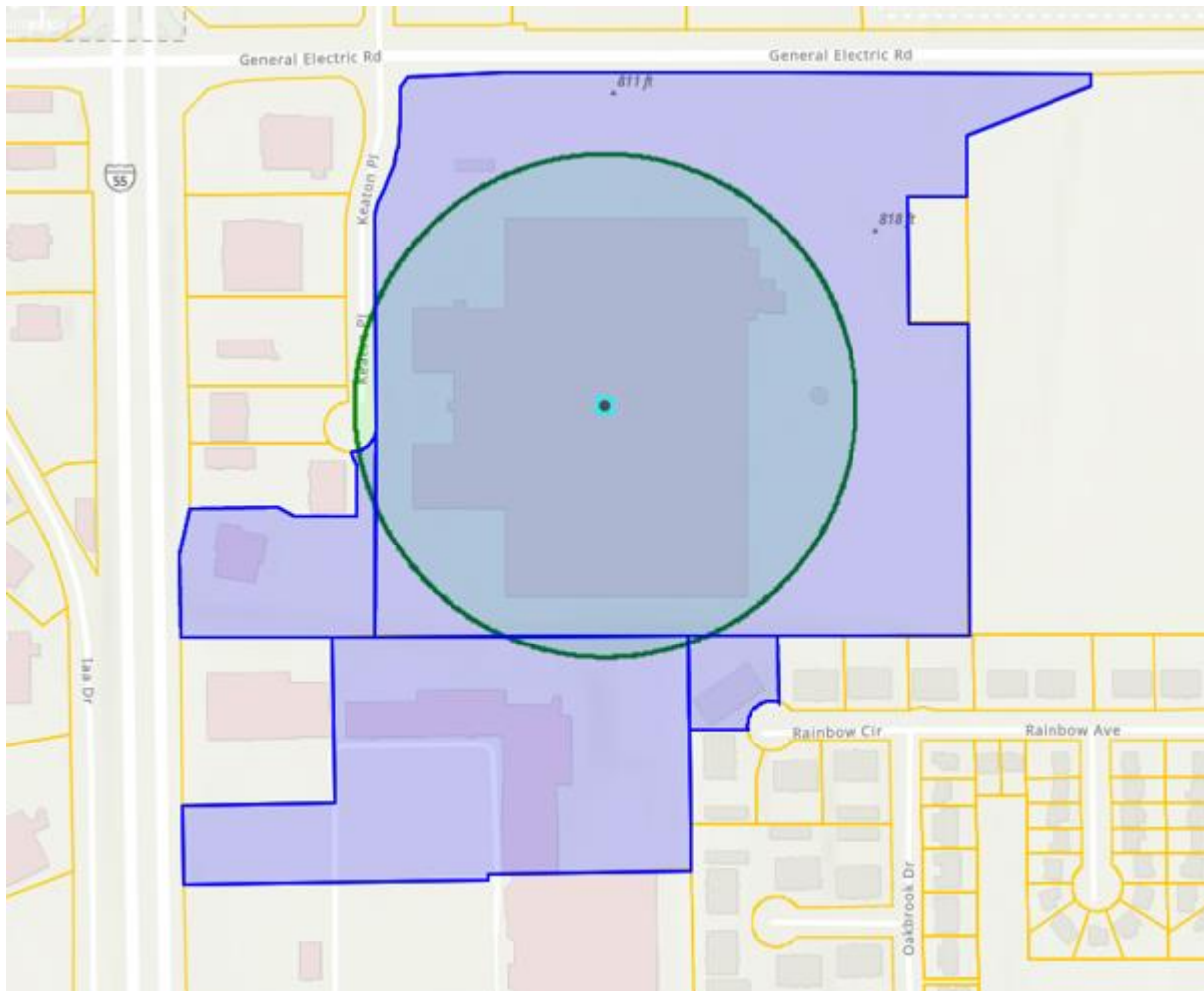
Drive-through Coffee Shop facility with employee parking stalls, signage, drive-through and drive through bypass lanes with access from General Electric Road and Keaton Place.
Special Use for Coffee Shop (Specialty Food/Beverage Shop) on M-1 parcel, adjacent to B-1 parcels.

Attachment 5 - Site Plans





Attachment 6 - Neighborhood notice map



Commissioner Ballantini inquired about the height requirement for coops. Mr. Branham stated it must be 15-feet or less, which is consistent for all accessory structures.

Commissioner Williams requested clarification on the chicken wire. Mr. Lachenberg stated the chicken wire would be four-feet-tall which would provide additional protection from the dogs, if needed.

Commissioner Harris inquired about the waste disposal. Mr. Lachenberg stated it would be composted.

Staff stated they would contact Ms. Littell with information on the research done prior to the passage of the original ordinance and what to do if she has future complaints.

Chair Straza closed the public hearing.

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

Motion passed.

The following item was presented:

Item 5.D. SP-10-23 - Public hearing, review, and action on a request submitted by Curt Livesay, for approval of a Special Use Permit for a Specialty Food Shop, with drive though, in the M -1 (Restricted Manufacturing) District for the property located at 1601 General Electric Road (PIN: 14-35-201-005), 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 adjacent uses and the character of the area. He indicated a new curb cut that would be required off Keaton Place would be provided.

Chair Straza asked for clarification whether the current entrance on the west side would be closed to provide parking spaces. Mr. Branham confirmed.

Chair Straza opened the public hearing.

Curt Livesay (2904 Hubbard Drive) thanked the Board for their time. He provided a presentation, attached to this record as Exhibit "A." He explained the history of his family and how he arrived at the concept being proposed. He introduced the rest of the Jasper's Leadership Team and discussed the business plan and need for the proposed use.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to accept Mr. Livesay's presentation as Exhibit "A."

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

Motion passed.

The Board briefly discussed the proposal and thanked Mr. Livesay for his endeavors.

Chair Straza closed the public hearing.

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

Motion passed.

The following item was presented:

Item 5.E. SP-11-23 - Public hearing, review, and action on a request submitted by Towanda Development Corporation, for approval of a **Special Use Permit** for Multiple-Family Dwellings in the B-1 (General Commercial) District for the property located at 1234 & 1236 E. Empire Street (PINs: 14-34-452-008 & 14-34-452-003), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including adjacent uses and the general character of the area.

Chair Straza opened the public hearing.

Neil Finlen (2709 McGraw Drive) stated he appreciates the coordination with City Staff on moving this project forward. He stated the intent is to assist with current housing crisis. He stated the proposed development is compatible with the area and adjacent developments.

Chair Straza inquired whether there were any concerns with traffic impact. Mr. Finlen stated there was not. He stated they would be combining two existing access points into one and that should improve any current traffic issues.

Commissioner Ballantini inquired about the anticipated timeframe. Mr. Finlen stated as soon as possible.

Commissioner Webb inquired whether the three stories proposed would fit with the existing aesthetic. Mr. Finlen stated it would closely match what is there now, which are two-and-one-half story units. He stated they would prefer to keep all floors above grade with the new construction.

Chair Straza closed the public hearing.

Board Member Foley made a motion, seconded by Board Member 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.



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 4

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Towanda Development Corporation, is requesting approval of a Special Use to develop Multiple-Family Dwellings for the property located at 1234-1236 E. Empire Street.

Summary of Request:

- Construction of a three-story, 12-unit apartment building at the site with 12 enclosed parking spaces and 12 exterior parking spaces.
- A Special Use is required for Multiple-Family in the B-1 (General Commercial) District.
- Stormwater will be handled on-site and pedestrian circulation has been accommodated appropriately.

On Wednesday, May 17, 2023, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Special Use to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, May 2, 2023, and courtesy notices were mailed to 28 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location will generate Property Tax Revenues. In addition, construction materials may generate additional sales tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure compact

development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods); Objective N-1.1. (Enhance the livability of all Bloomington neighborhoods) and ED-4. (Enhance the image of Bloomington as a business friendly community); Goal ED-4 (Enhance the image of Bloomington as a business friendly community); and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 3B Ordinance](#)

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

[EC&D 3D Minutes](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Multiple-Family Dwellings, for the property located at 1234-1236 E. Empire Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan;" and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

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

Section 2. That the Special Use Permit for Multiple-Family Dwellings, for the property at 1234-1236 E. Empire 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 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

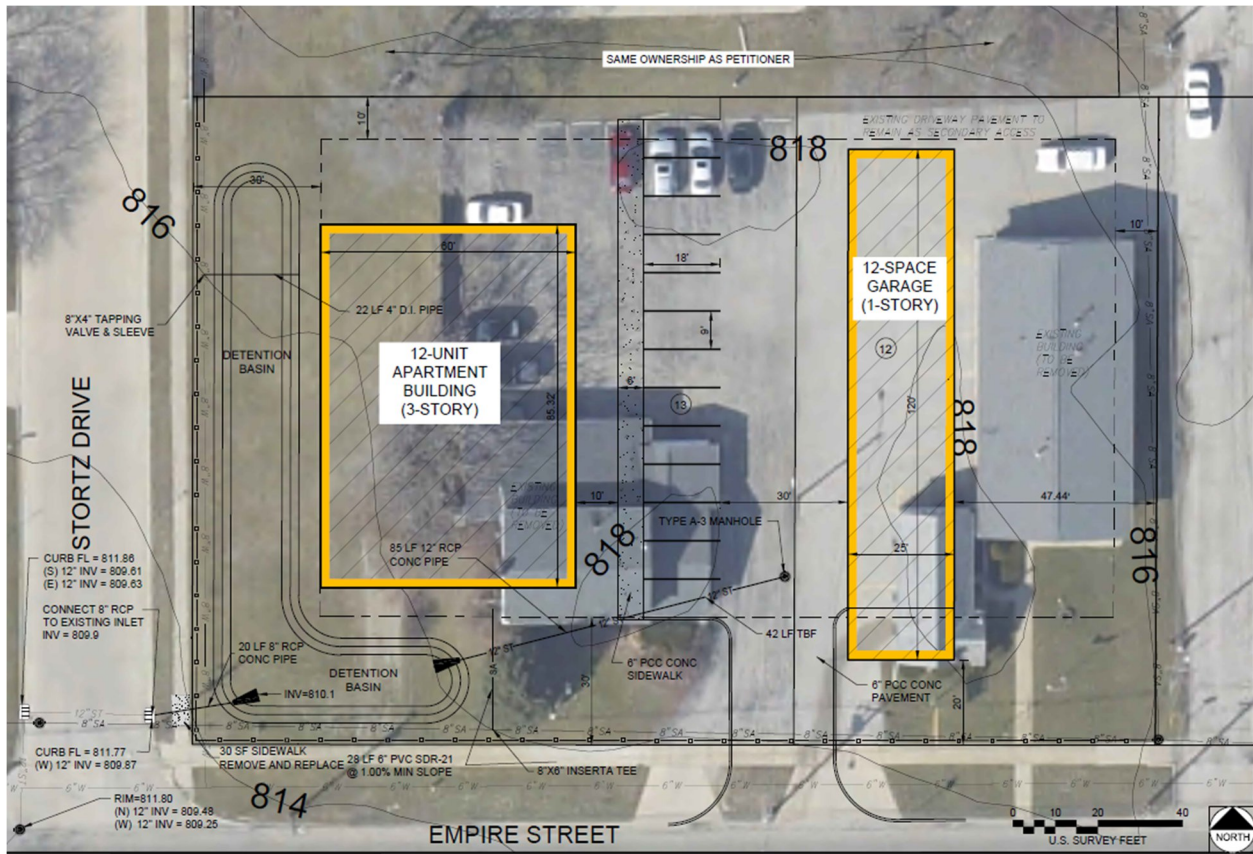
Legal Description

GREENBRIAR SUBN LOT 1 (EX PT FOR RD AS IN 91-21877) & ALL LOT 2,

and GREENBRIAR SUB LOT 3

PINs: 14-34-452-008 and 14-34-452-003

EXHIBIT B
Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: May 17, 2023

CASE NO: SP-11-23, Special Use Permit for Multi-Family Dwellings

REQUEST: Public hearing, review, and action on a petition submitted by Towanda Development Corporation requesting approval of a Special Use Permit for Multi-Family Dwellings in the B-1 (General Commercial) District, for the property located at 1234-1236 E. Empire Street. PINs: 14-34-452-003 and 14-34-452-008.

BACKGROUND

Request:

The Petitioner seeks a Special Use Permit to allow Multi-Family Dwelling in the B-1 (General Commercial) District, per § 44-402B which indicates Multi-Family Dwellings may be permitted as Special Uses in the B-1 District. No variations to the code are requested. The Petitioner proposes to construct a 12-unit, three-story apartment building at the site. The site will also include 12 enclosed parking spaces and 12 exterior parking spaces.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, May 2, 2023. Courtesy notices were mailed to 28 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 0.80 acres of land located at the intersection of Stortz Drive and E. Empire Street. The property is currently occupied by a mixed-use building containing a personal service use on the ground floor and residential above, as well as a separate retail use building. Neighboring properties are zoned for single family and multi-family residential use and commercial.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-3A (Multi-Family Residence)	Multi-Family Dwellings
South	R-1B (Single-Family Residence)	Single-Family Dwellings

East	B-1 (General Commercial)	Restaurant
West	R-1B (Single-Family Residence)	Single-Family Dwellings

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types (§ 44-501A).

Subject Code Requirements:

§ 44-402B, “Allowed Uses Table” indicates Multi-Family Dwelling Units permitted as Special Use in the B-1 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Multiple-Family Dwellings in the B-2 (General Commercial) District.

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of additional Low Density Residential use(s) is appropriate for this area and will not be detrimental to the public health, safety, comfort, or general welfare of the surrounding Low Density Residential uses. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The designation on the City’s Future Land Use Map for this area is “Mixed Use”; the proposed Special Use is consistent with that designation. 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. Redevelopment of the current property can be expected to retain or improve property values within the neighborhood

by decreasing blight and increasing active occupancy and maintenance of the property. ***Standard is met.***

3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.

The proposed use is consistent with the character of other uses in the area. The structure immediately adjacent to the north contains Multi-Family Dwellings, and a Restaurant is directly to the east. The site is located along Empire Street, which contain moderate traffic volume and would also serve as a buffer to the nearby commercial uses. ***Standard is met.***

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. The property is served by District 87 schools. Stormwater detention will be provided. ***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 would be provided by a consolidation of two existing curbs into a singular curb cut along Empire Street, which would be required to meet City and Illinois Department of Transportation standards. The use is required to provide sufficient off-street parking. ***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 front and rear yards, exterior side yards, and any accessory structure setbacks. No Variances are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

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

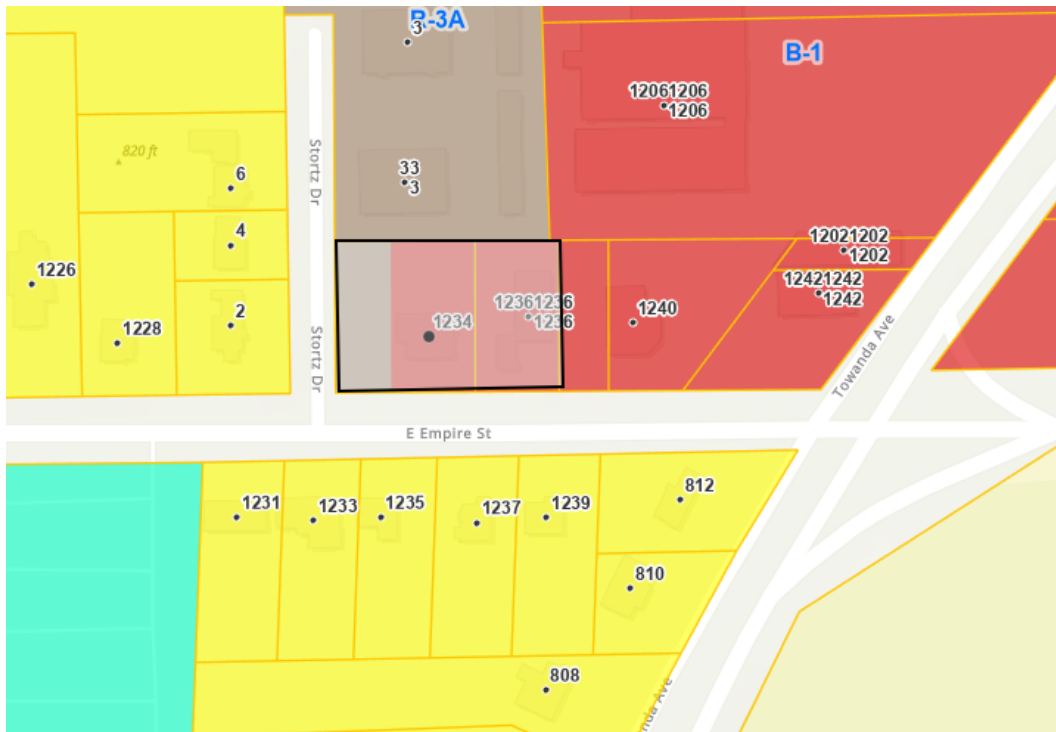
Respectfully submitted,
Alissa Pemberton

Assistant City Planner

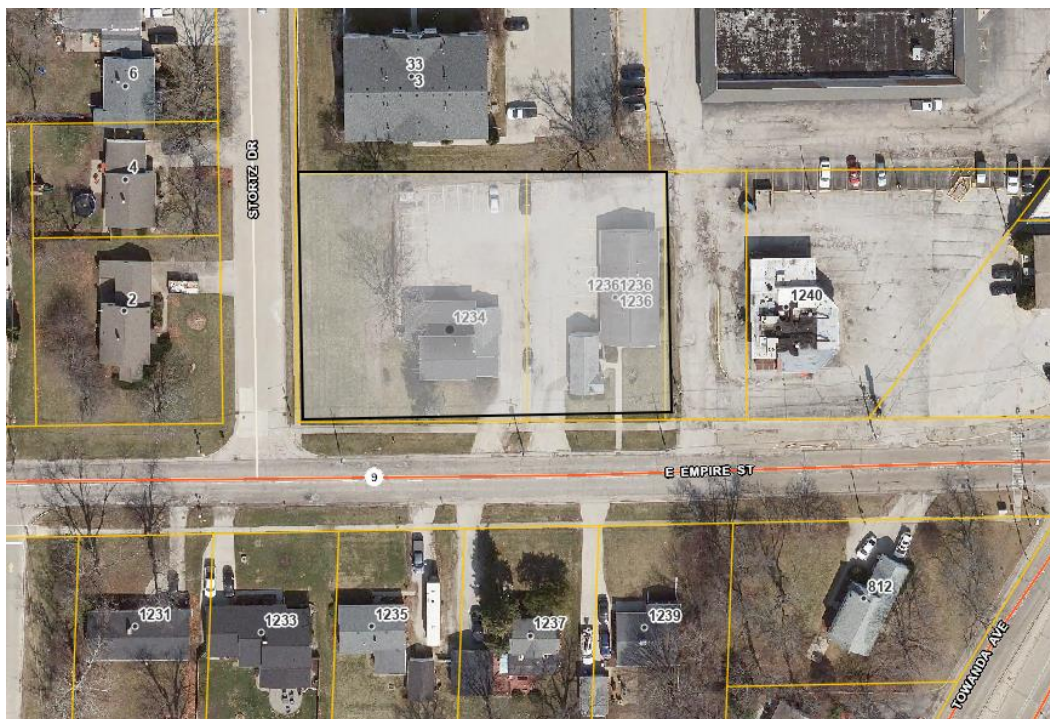
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



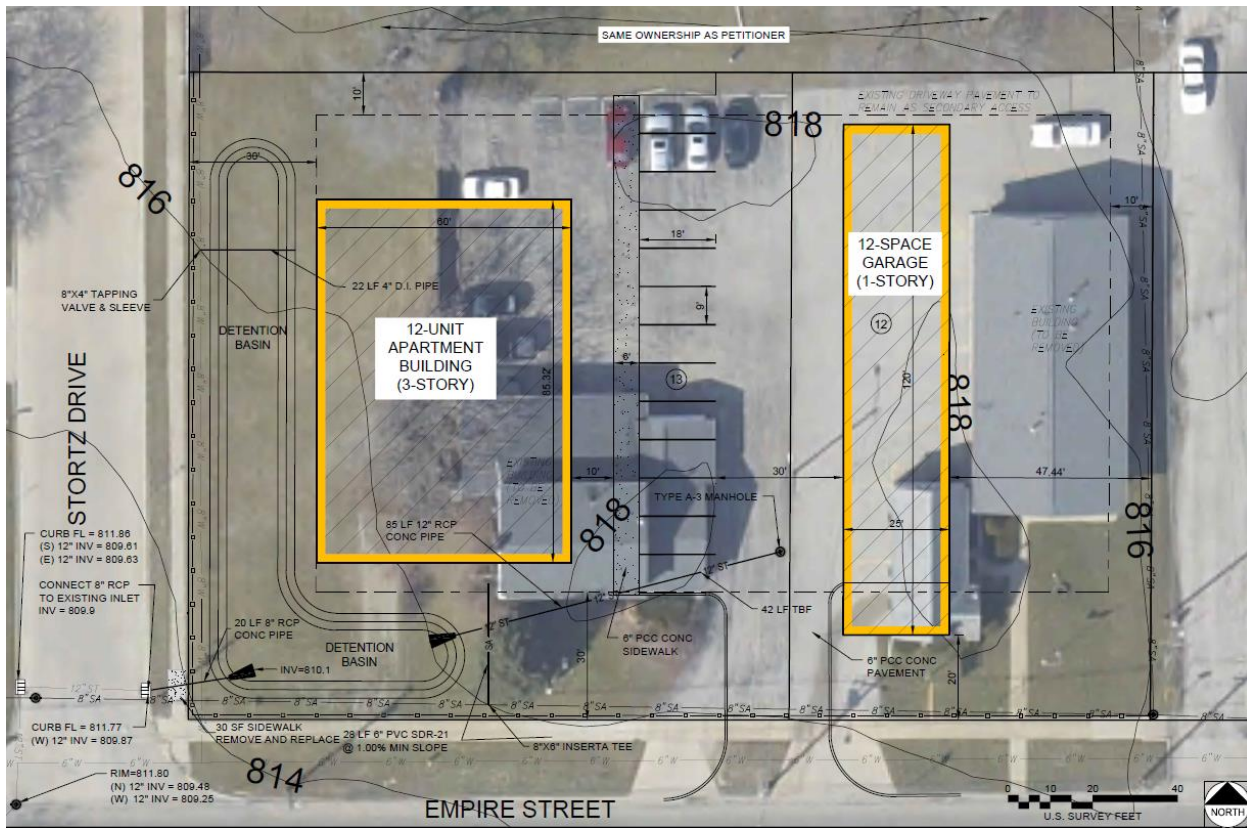
Attachment 3- Ground-Level View



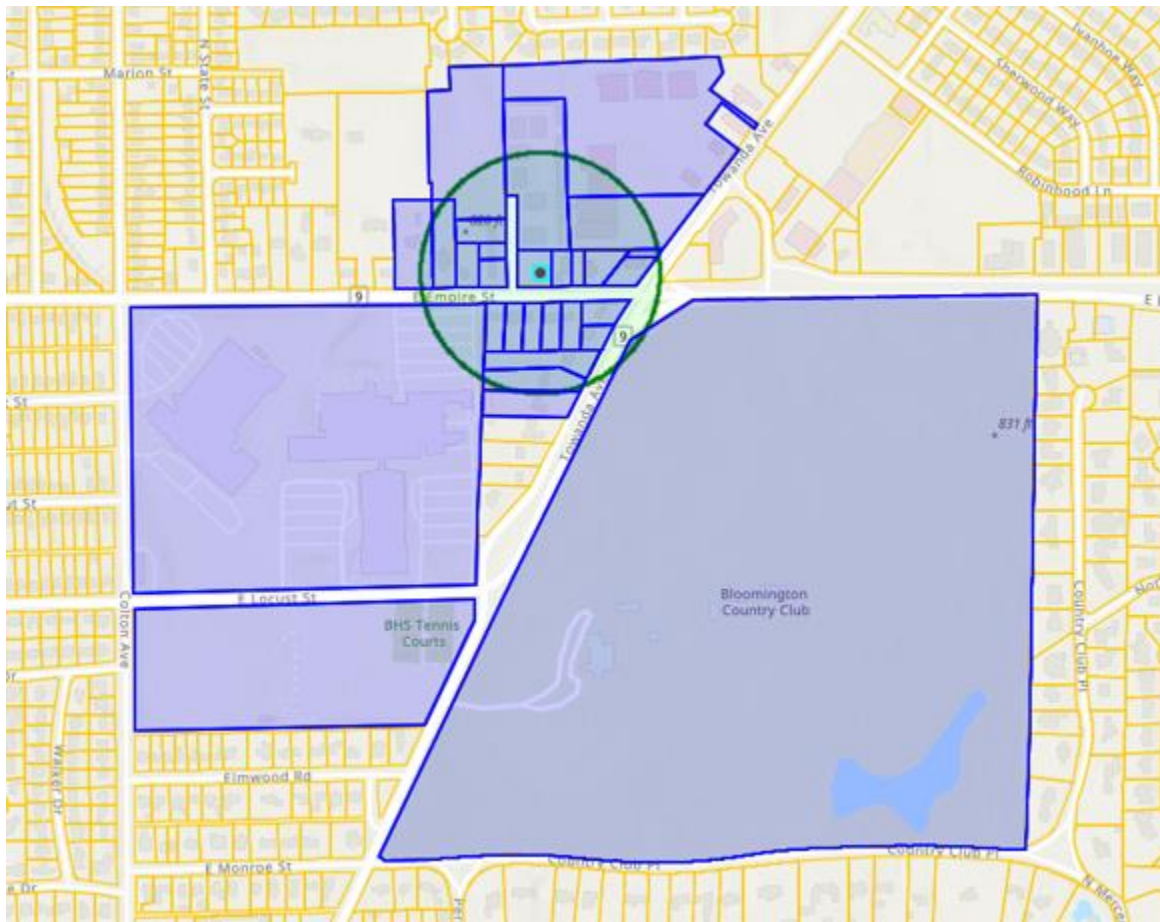
Attachment 4 - Petitioner-Submission - Description of Project

Single Multi-Family Apartment Building with parking garage structure and parking stalls in lot with driveway access from Empire Street and an on-site detention basin. Taking the place of the current businesses and pavement adjacent to the Towanda Plaza shopping center.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Motion passed.

The Board briefly discussed the proposal and thanked Mr. Livesay for his endeavors.

Chair Straza closed the public hearing.

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

Motion passed.

The following item was presented:

Item 5.E. SP-11-23 - Public hearing, review, and action on a request submitted by Towanda Development Corporation, for approval of a Special Use Permit for Multiple-Family Dwellings in the B-1 (General Commercial) District for the property located at 1234 & 1236 E. Empire Street (PINs: 14-34-452-008 & 14-34-452-003), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including adjacent uses and the general character of the area.

Chair Straza opened the public hearing.

Neil Finlen (2709 McGraw Drive) stated he appreciates the coordination with City Staff on moving this project forward. He stated the intent is to assist with current housing crisis. He stated the proposed development is compatible with the area and adjacent developments.

Chair Straza inquired whether there were any concerns with traffic impact. Mr. Finlen stated there was not. He stated they would be combining two existing access points into one and that should improve any current traffic issues.

Commissioner Ballantini inquired about the anticipated timeframe. Mr. Finlen stated as soon as possible.

Commissioner Webb inquired whether the three stories proposed would fit with the existing aesthetic. Mr. Finlen stated it would closely match what is there now, which are two-and-one-half story units. He stated they would prefer to keep all floors above grade with the new construction.

Chair Straza closed the public hearing.

Board Member Foley made a motion, seconded by Board Member 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 Harris.
Motion passed.

The following item was presented:

Item 5.F. SP-12-23 - Public hearing, review, and action on a petition submitted by FMB Holding, Inc., requesting 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.

Mr. Branham stated that the Applicant had requested the case be continued to the next regular meeting.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to table the case until the next regular meeting to allow the applicant to attend.

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

Motion passed.

The following item was presented:

Item 5.G. SP- 13- 23 - Public hearing, review, and action on a request submitted by AAO Rentals, LLC, for approval of a **Special Use Permit** for Single-Family Attached Dwellings in the B-1 (General Commercial) District for the property located at 1418 Woodbine Road (PIN: 15-31-226-022), 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 adjacent uses and the general character of the area.

Chair Straza opened the public hearing.

Derrick Williams (4 Waterside Circle) further described the project, and stated they are trying to help address the housing crisis, as previously discussed. He highlighted the combination of single-family and multiple-family uses existing in the area.

Donald Leaver (1421 Norma Drive) stated he did not agree that the second review standard was met. He stated rentals could impact property values differently than owner-occupied units. He expressed concern about drainage. He stated that his rear yard is adjacent to the site and had concerns about screening.

Commissioner Ballantini explained that the City's final review are still required. Staff clarified setback and landscaping requirements, and noted drainage review would also be required.



CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 3

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, AAO Rentals, LLC, is requesting approval of a Special Use to develop Single-Family Attached Dwellings for the property located at 1418 Woodbine Road.

Summary of Request:

- Construction of eight two-story townhome units, each with a one-car enclosed garage space. Secondary vehicle parking will be provided for each unit on an exterior driveway space.
- A Special Use is required for this use in the B-1 (General Commercial) District.
- Stormwater will be handled on-site and pedestrian circulation has been accommodated appropriately.

On Wednesday, May 17, 2023, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Special Use to the City Council, with the condition that the landscape plan provided during the public hearing is included in the approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, May 2, 2023, and courtesy notices were mailed to 54 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location will generate Property Tax Revenues. In addition, construction materials may generate additional sales tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and

objectives of the Bloomington Comprehensive Plan 2035: Goal N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods); Objective N-1.1. (Enhance the livability of all Bloomington neighborhoods) and ED-4. (Enhance the image of Bloomington as a business friendly community); Goal ED-4 (Enhance the image of Bloomington as a business friendly community); and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 4B Ordinance](#)

[E&CD 4C Staff Report](#)

[E&CD 4D Minutes](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Single-Family Attached Dwellings, for the property located at 1418 Woodbine Road, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a Site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan", which is attached hereto and made part hereof by this reference;" and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance, with the condition that the landscape plan submitted during the public hearing become part of the approval, as illustrated in Exhibit "C", which is attached hereto and made part hereof by this reference; 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 Single-Family Attached Dwellings, for the property at 1418 Woodbine Road, legally described in Exhibit "A" and illustrated in Exhibits "B" and "C", 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 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 7 IN THE SECOND ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, IN THE CITY OF BLOOMINGTON, PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2005 AS DOCUMENT NUMBER 2005-00006797, IN MCLEAN COUNTY, ILLINOIS.

PIN: 15-31-226-022

EXHIBIT B
Site Plan

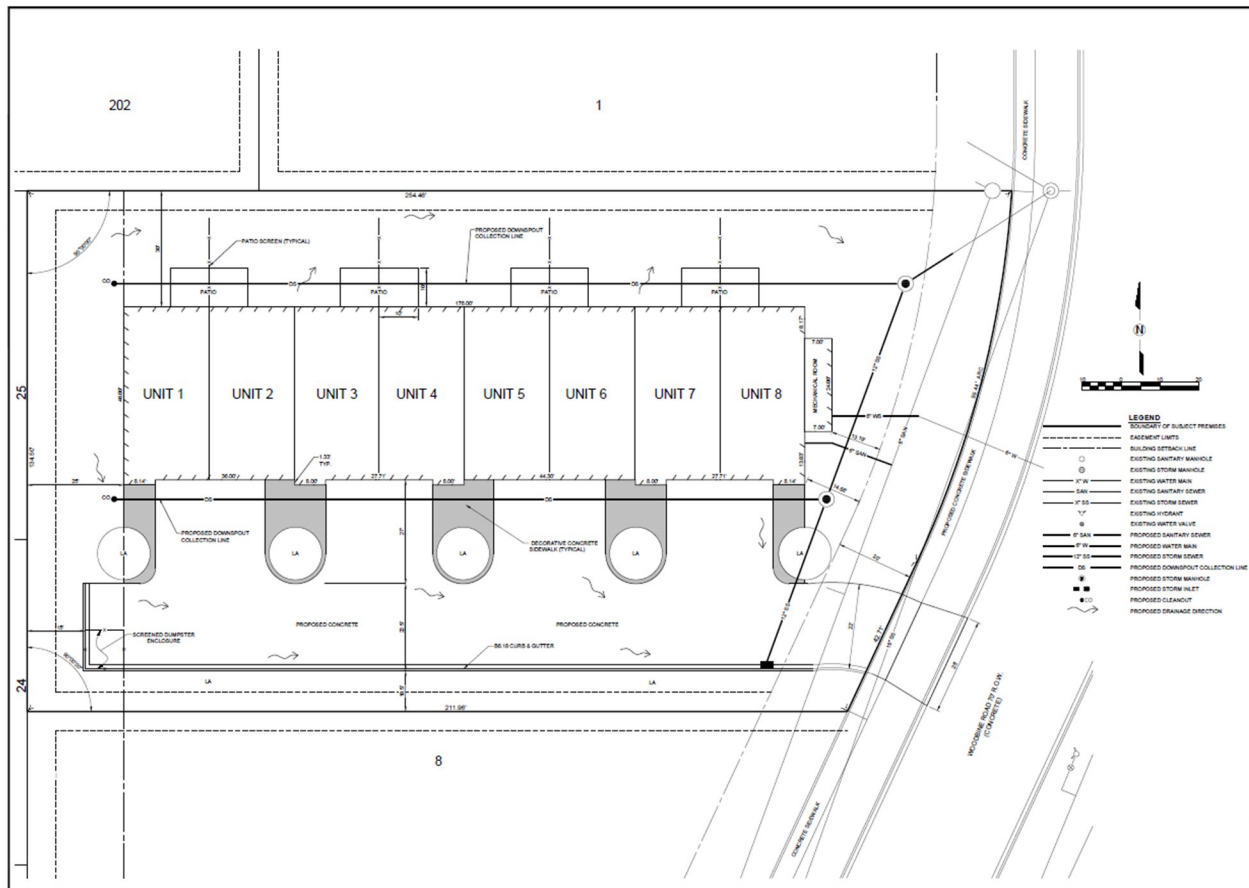
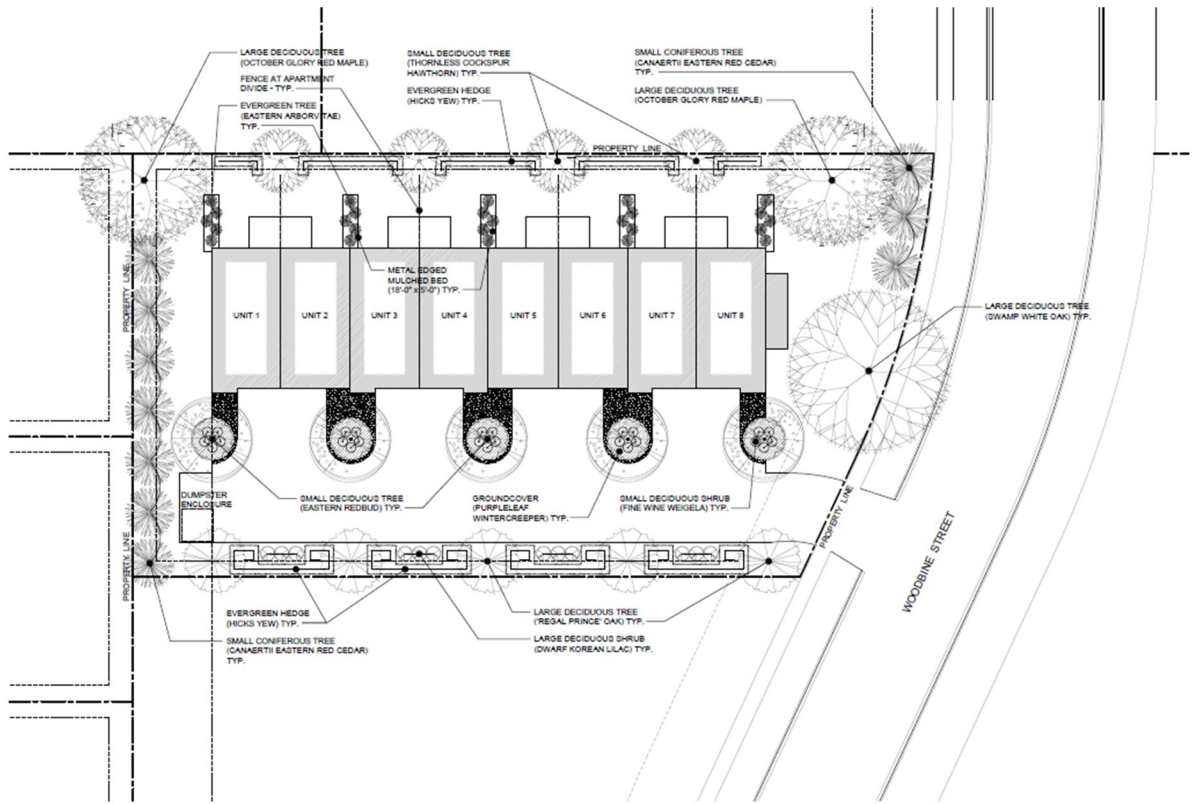


EXHIBIT C

Landscape Plan



MASTER LANDSCAPE PLAN

SCALE: 1" = 20'





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: May 17, 2023

CASE NO: SP-11-23, Special Use Permit for Multi-Family Dwellings

REQUEST: Public hearing, review, and action on a petition submitted by AAO Rentals requesting approval of a Special Use Permit for Multi-Family Dwellings in the B-1 (General Commercial) District, for the property located at 1418 Woodbine Road. PIN: 15-31-226-022.

BACKGROUND

Request:

The Petitioner seeks a Special Use Permit to allow Multi-Family Dwelling in the B-1 (General Commercial) District, per § 44-402B which indicates Multi-Family Dwellings may be permitted as Special Uses in the B-1 District. No variations to the code are requested. The Petitioner proposes to construct eight (8) two-story townhome units at the property with one-car garage spaces. No Variances are being requested as part of the application.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, May 2, 2023. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 0.74 acres of land located near the intersection of G.E. Road and Woodbine Road. The property is currently vacant. Neighboring properties have a variety of zoning districts and uses, largely consisting of offices and residential.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	C-1 (Office)	General Offices
South	B-1 (General Commercial)	General Offices
East	B-1 (General Commercial)	Day-care Center
West	R-2 (Mixed Residence)	Single-Family Dwellings

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types (§ 44-501A).

Subject Code Requirements:

§ 44-402B, "Allowed Uses Table" indicates Multi-Family Dwelling Units permitted as Special Use in the B-1 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Multiple-Family Dwellings in the B-2 (General Commercial) District.

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of additional residential uses is appropriate for this area and will not be detrimental to the public health, safety, comfort, or general welfare of the surrounding uses. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The designation on the City's Future Land Use Map for this area is "Employment Centers"; although the proposed Special Use is inconsistent with that designation, adjacent areas are considered "Emerging Areas" and also include Low- and High-Density Residential designations. 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. Infill of the currently vacant property can be expected to retain or improve property values within the neighborhood by decreasing blight and increasing active occupancy and maintenance of the property. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. The structures immediately adjacent to the west are Single-Family Dwellings, other parcels within a two-block radius contain Multi-Family Dwellings, and nearby properties are utilized for lower-intensity purposes, such as office and daycare. ***Standard is met.***

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. The property is served by District 87 schools. ***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 to be provided by one new curb-cut which will be required to meet City Code. The use is required to provide sufficient off-street parking, per § 44-1212. ***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 front and rear yards, exterior side yards, and any accessory structure setbacks. No Variances are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application *meets* all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

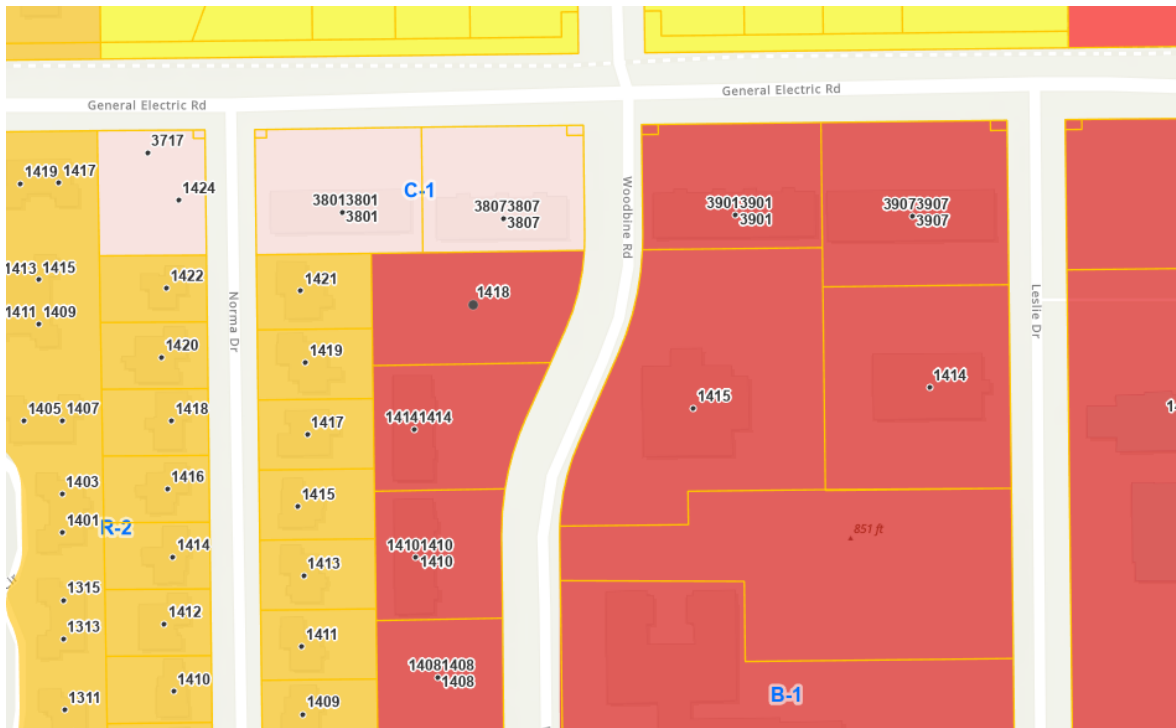
Motion to establish findings of fact that all *standards for approval* of a Special Use Permit *are met*, and to *recommend approval* of the petition with no conditions.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



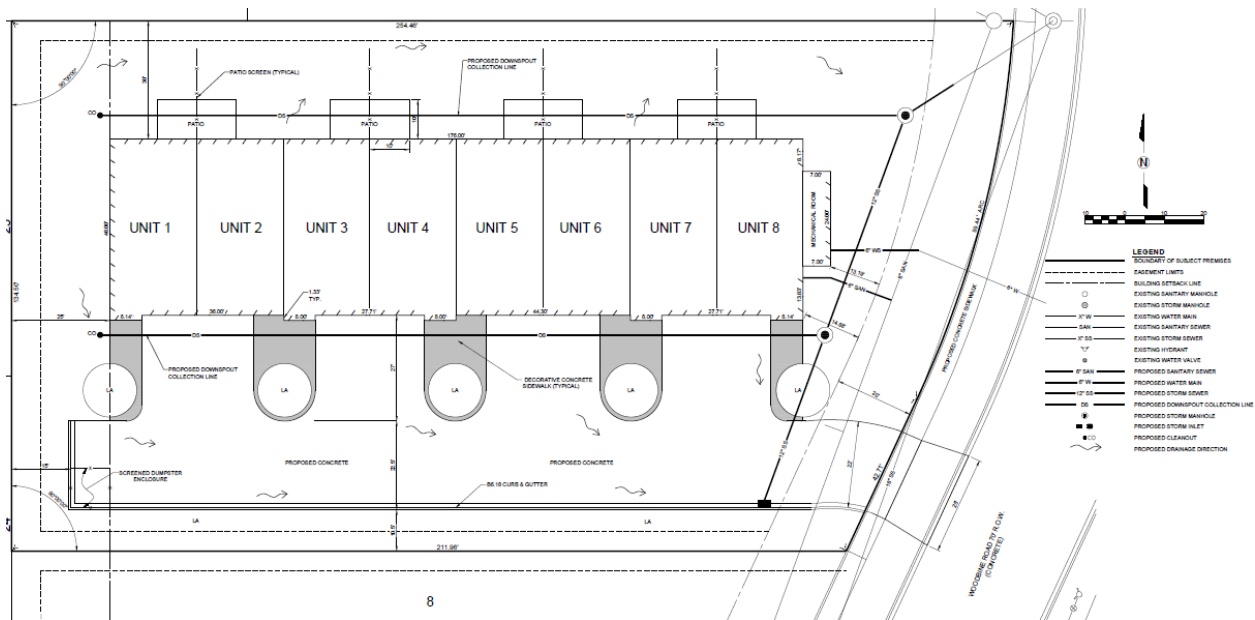
Attachment 3- Ground-Level View



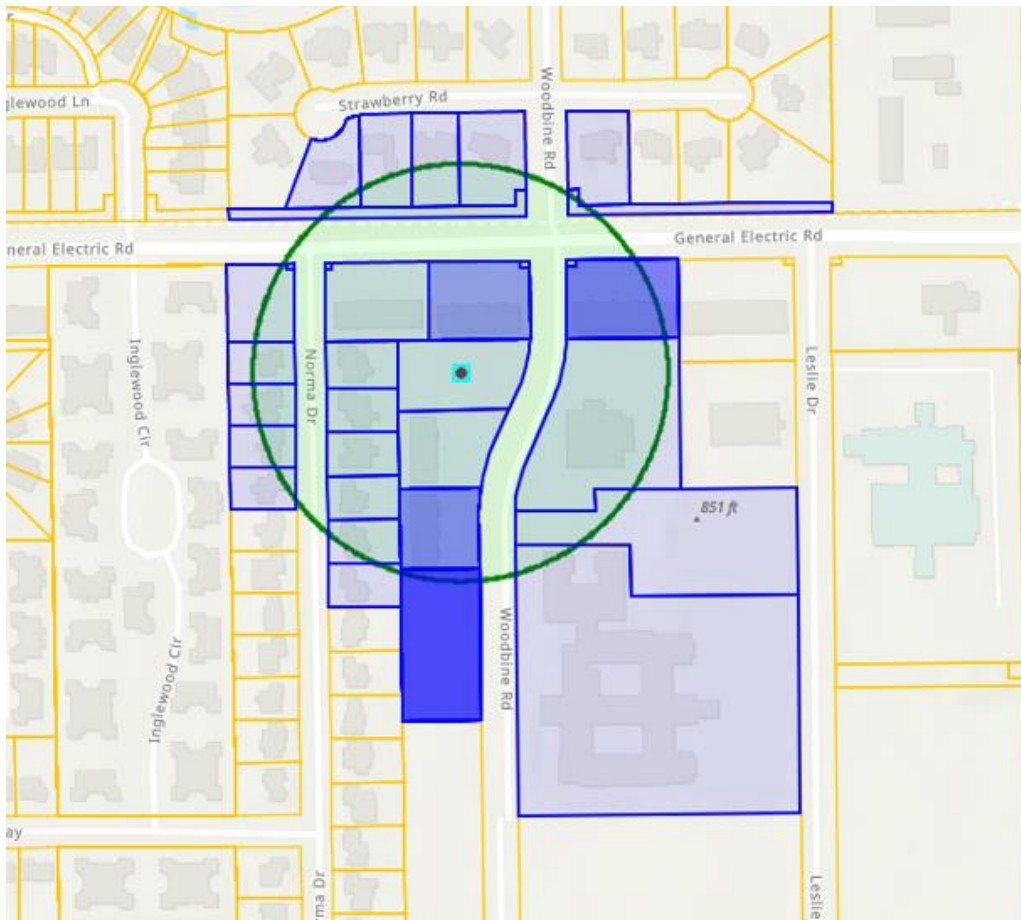
Attachment 4 - Petitioner-Submission - Description of Project

The project consists of construction of an eight (8) unit attached two-story townhouse style structure with single car garages (one per unit) on Lot 7 in Second Addition to Hawthorne Commercial Subdivision commonly known as 1418 Woodbine Road. A second parking space is provided for each unit on code compliant driveway in front of garage entrance doors.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



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

The following item was presented:

Item 5.F. SP-12-23 - Public hearing, review, and action on a petition submitted by FMB Holding, Inc., requesting 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.

Mr. Branham stated that the Applicant had requested the case be continued to the next regular meeting.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to table the case until the next regular meeting to allow the applicant to attend.

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

The following item was presented:

Item 5.G. SP- 13- 23 - Public hearing, review, and action on a request submitted by AAO Rentals, LLC, for approval of a **Special Use Permit** for Single-Family Attached Dwellings in the B-1 (General Commercial) District for the property located at 1418 Woodbine Road (PIN: 15-31-226-022), 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 adjacent uses and the general character of the area.

Chair Straza opened the public hearing.

Derrick Williams (4 Waterside Circle) further described the project, and stated they are trying to help address the housing crisis, as previously discussed. He highlighted the combination of single-family and multiple-family uses existing in the area.

Donald Leaver (1421 Norma Drive) stated he did not agree that the second review standard was met. He stated rentals could impact property values differently than owner-occupied units. He expressed concern about drainage. He stated that his rear yard is adjacent to the site and had concerns about screening.

Commissioner Ballantini explained that the City's final review are still required. Staff clarified setback and landscaping requirements, and noted drainage review would also be required.

Andrew Hunt (1405 Winterberry Circle) expressed concerns about traffic and parking as related to childcare center across the street. He inquired when Woodbine Road was going to be connected to Pamela Drive.

Ms. Pemberton explained status of Woodbine development southward as part of alternate development and clarified that cannot be a condition of this case as it is an unrelated property owner.

Mr. Williams thanked others for the comments. He stated there was landscaping planned, and emphasized the trees proposed for the entire western border of the property.

Commissioner Harris inquired about parking details. Mr. Williams stated there would be an enclosed parking space for each occupant, plus an additional exterior space to allow visitors.

Commissioner Foley asked for clarification on the landscaping requirements. Mr. Williams provided and explained the landscaping plan, attached to this record as Exhibit "B."

Chair Straza asked about the ownership of the units. Mr. Williams stated they would be high-end rentals and they want them to be visually attractive. He stated there could be an option to split lots so they could be sold in the future.

Mr. Hunt inquired whether a condition could be added that no parking be allowed on the street adjacent to the use. Staff stated that could not be considered a condition but directed Mr. Hunt to monitor and report any issues.

Chair Straza closed the public hearing.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request to Council, with the condition that the landscape plan provided during the public hearing is included in the approval. AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Foley; Board Member Webb; Board Member Williams; Board Member Harris. Motion passed.

The following item was presented:

Item 5.H. V-06-23 - Public hearing, review, and action on a request submitted by Liliana Taimoorazi for approval of a Variance to allow a reduced Front Yard setback in the R-2 (Mixed Residence) District for the property located at 23 Rock Garden Court (PIN: 21-12-231-026), 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 curvilinear nature of the front property line.



CONSENT AGENDA ITEM NO. 7.P.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 3

SUBJECT: 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.

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, Terra, LLC, is requesting renewed approval of a Final Plat for the Sixteenth Addition to Hawthorne Commercial Subdivision located south of General Electric Road and west of Towanda Barnes Road. Approximately 24 acres of land in the area are unplatted. The total area being platted is 6.94 acres.

This plat was previously approved by Ordinance No. 2023-018, passed on February 27, 2023. Due to financial considerations, the plat was not recorded within the stipulated time frame, and the Petitioner now seeks to renew approval and provide the required performance guarantee and tap-on fees.

The proposed final plat consists of 15 single-family lots, one multi-family lot, and a right-of-way dedication for Kaybee Drive, located between Woodbine Road and Leslie Drive. The lot configuration is consistent with the subdivision's Amended Preliminary Plan approved by Council on February 14, 2022 (Ordinance No. 2022-007). The property is a part of existing Parcel Identification Numbers (PINs) 15-31-278-003 and 15-31-276-026.

This area has multiple zoning designations. Lots 188 through 202 are zoned R- 2 (Mixed Residence District). Lot 187 is zoned R-3A (Multiple-Family Residence District). 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.

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 its 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.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Terra, LLC

FINANCIAL IMPACT: Terra, LLC, paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property. If developed, the property may add to the City's property tax base.

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 UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), 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); 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-1.1f. (Promote the use of connectivity in the local street network); and 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 3B Ordinance](#)
[PW 3C Final Plat](#)
[PW 3D Owners Petition](#)
[PW 3E County Clerks Certificate](#)
[PW 3F Owners Certificate](#)
[PW 3G School District Certificate](#)
[PW 3H Final Plat Checklist](#)
[PW 3I Final Plat Map](#)
[PW 3J Tap On Memo](#)
[PW 3K Drainage Statement](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting approval of the Final Plat of The Sixteenth Addition to Hawthorne Commercial Subdivision dated January 17, 2023, legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof by this reference; and

WHEREAS, said Final Plat was approved by Ordinance 2023-18, passed on February 27, 2023; and

WHEREAS, said Ordinance provided that if the City did not receive the required performance guarantee and tap on fees within 90 days of its passage, the approval would become null and void, as provided in Chapter 24, Section 24-305 of the City Code; and

WHEREAS, more than 90 days has passed without receipt by the City of the required performance guarantee and tap on fees, such that the previous approval of the Final Plat has become null and void; and

WHEREAS, the Petitioner now is ready to provide the required performance guarantee and tap on fees within 90 days of passage of renewed approval of said Final Plat; and

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

WHEREAS, the Petition for approval of the Final Plat 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 The Sixteenth Addition to Hawthorne Commercial Subdivision dated January 17, 2023, legally described in Exhibit "A" and depicted in Exhibit "B", 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 \$646,049.79 and the tap on fees in the amount of \$62,558.77. 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 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 26th day of June 2023.

APPROVED this ____ day of _____ 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Description of Property

Legal Description Tract I

A part of the NE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the McLean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 600.00 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E. 600.00 feet to the Point of Beginning, containing 2.07 acres, more or less, with assumed bearings given for description purposes only.

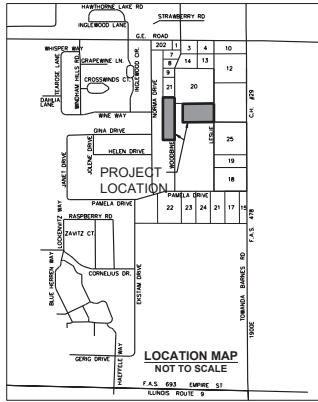
Together with the following described tract of land:

Legal Description Tract II

A part of the NE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 545.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet on said west right of way line of Leslie Drive; thence N.90°-00'-00"W. 545.00 feet to the east right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 389.00 feet to the Point of Beginning, containing 4.87 acres, more or less, with assumed bearings given for description purposes only.

Plat





SIXTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

PART OF THE NE¼ SEC. 31, T.24N., R. 3E., 3 P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Craig Shonkwiler, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2023.

City Engineer
Bloomington, Illinois

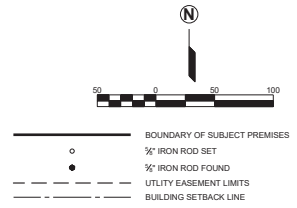
CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Leslie Smith-Yocum, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Sixteenth Addition to Hawthorne Commercial Subdivision, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2023, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2023.

City Clerk



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for TERRA, L.L.C. and represents the following described property to wit:

Legal Description Tract I

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the McLean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 600.00 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E. 600.00 feet to the Point of Beginning, containing 2.07 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tract of land:

Legal Description Tract II

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 545.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet on said west right of way line of Leslie Drive; thence N.90°-00'-00"W. 545.00 feet to the east right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet to the Point of Beginning, containing 4.87 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into sixteen (16) lots and public street as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Sixteenth Addition to Hawthorne Commercial Subdivision, City of Bloomington, McLean County, Illinois.

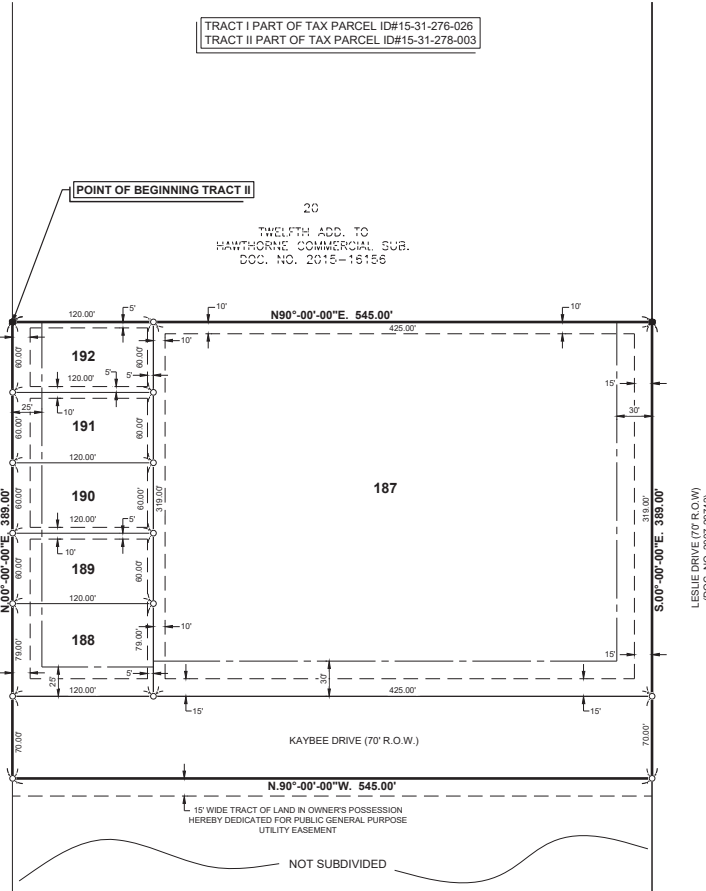
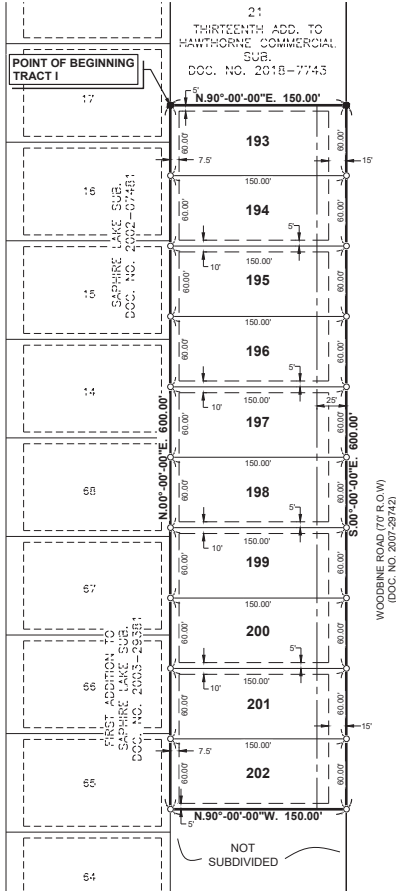
I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0319E, Map Number 17113C0319E dated July 16, 2008 and Flood Insurance Rate Map for Community Panel Number 170490 0510E, Map Number 17113C0510E dated July 16, 2008.

David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration Date 11/30/2024

01/17/2023
Date

FIFTEENTH ADD. TO
HAWTHORNE COMMERCIAL
SUBDIVISION



NOT SUBDIVIDED

LYB
www.lybinc.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
605 North Main Street, Bloomington, Illinois
PH: (309) 623-2552

03/03/2022

02/19/23	-
-	-
-	-
-	-
-	-
BR	X
DRN	JSB
DRN	X
APP	DPB

FINAL PLAT
SIXTEENTH ADDITION TO HAWTHORNE
COMMERCIAL SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
MCLEAN COUNTY, ILLINOIS

SHEET

1

OF: 1
JOB #:
45128.071

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) Krishna Balakrishnan, hereinafter referred to as “Petitioner(s)”, respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate thereinof the Property hereinafter legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Final Plat for the subdivision of said property to be known and described as Sixteenth Addition to Hawthorne Commercial Subdivision;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Sixteenth Addition to Hawthorne Commercial Subdivision, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Krishna Balakrishnan

Name: Krishna Balakrishnan

Title: Owner, Terra, LLC

EXHIBIT A
Sixteenth Addition to Hawthorne Commercial Subdivision
LEGAL DESCRIPTION

PIN(S): 15-31-276-026, 15-31-278-003

Legal Description Tract I

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the McLean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007- 99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'- 00"E. 600.00 feet on said west right of way line of Woodbine Road; thence N.90°-00'- 00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E. 600.00 feet to the Point of Beginning, containing 2.07 acres, more or less, with assumed bearings given for description purposes only. Together with the following described tract of land:

Legal Description Tract II

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 545.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet on said west right of way line of Leslie Drive; thence N.90°-00'-00"W. 545.00 feet to the east right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 389.00 feet to the Point of Beginning, containing 4.87 acres, more or less, with assumed bearings given for description purposes only.

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 20 day of January, 2023, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat of the Sixteenth Addition to Hawthorne Commercial Subdivision 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

(SEAL OF SAID COUNTY)

Tax Parcel I.D. Part #15-31-276-026
Tax Parcel I.D. Part #15-31-278-003

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 Sixteenth Addition to Hawthorne Commercial 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 plat of Sixteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by David P. Brown, Illinois Professional Land Surveyor Number 2725; 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 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 23 day of January, 2023.

Owner(s): TERRA, L.L.C.

BY: B. Balakrishnan
Krishna Balakrishnan
Manager

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Krishna Balakrishnan is (are) personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant of certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 23 day of
January, 2023.

Diane T. Siron
Notary Public



SCHOOL DISTRICT CERTIFICATE

TERRA, L.L.C., owner of the property described in the Surveyor's Certificate of the tract of land platted as Sixteenth Addition to Hawthorne Commercial Subdivision, certify that to the best of my knowledge and belief that said platted land is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

TERRA, L.L.C.

By: _____

Krishna Balakrishnan
Manager

Attest _____

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Krishna Balakrishnan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 23 day of January, 2023.

Notary Public

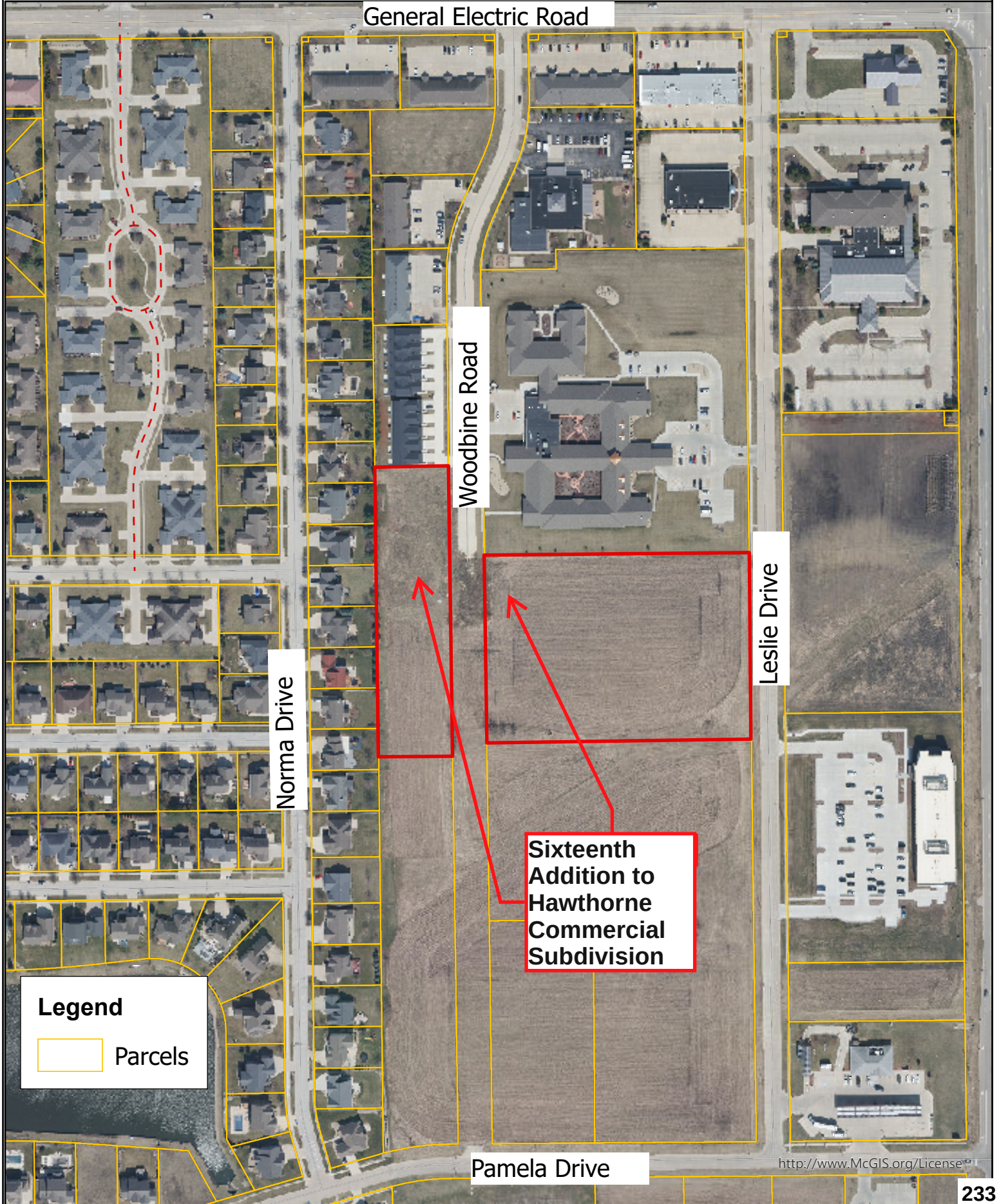




Terra, LLC (Sixteenth Addition to Hawthorne Commercial Sub.)

Date Prepared: 02/09/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
	Front Yard Setbacks	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	SJL



MEMORANDUM

Date: June 6, 2023
To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Re: **Sixteenth Addition to Hawthorne Commercial 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: **Sixteenth Addition to Hawthorne Commercial Subdivision**. The final plat is scheduled for Council consideration at the June 26, 2023 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$2082.00	\$2027.32	\$4,109.32
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$58,449.45	\$0.00	\$58,449.45
	Total				\$62,558.77

Subdivision area 6.94 acres. Frontage along G.E. Rd: 0'. Frontage along Leslie Drive: 389'
of Residential Dwelling Units: 15 Single Family; 1 Multi-Family at 71 Max. Units (3.11 ac. x 23 units/ac max.)

- 1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008
- 2) G.E.Valley Sewer Extn.: \$300/ac +interest** from 10/95; CPI used
- (3) G.E. Water Main: \$18/ft
- (4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)
- (5) Park Land Dedication Fee = (Persons/Dwelling Units) X (Dwelling Units) X (1 acre/100 Persons) X (Value of Land*) => (2.34 Persons/Dwelling Units) X (86 Dwelling Units) X (0.01 acre/Persons) X (\$29,044.65) = \$58,449.45.

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044.65/acre).

** 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 (per 5/2/23 estimate)

110% of Public Improvements (1.1 x \$533,138.78)	= \$586,452.66
10% of Completed Public Improvements (0.1 x \$595,971.27)	= \$59,597.13

Total Bond Amount Required	\$646,049.79
----------------------------	---------------------

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

DRAINAGE ACKNOWLEDGEMENT

Erin L. Estabrook, Licensed Professional Engineer, and TERRA, L.L.C., being the owners of the premises heretofore platted by David P. Brown, Illinois Professional Land Surveyor No. 2725 to be and become Sixteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois, do hereby acknowledge 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 planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface 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 or planned unit development.

I further acknowledge that no portion of the Lots is within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.



Licensed Professional Engineer

OWNER(S):

TERRA, L.L.C.

BY:



Krishna Balakrishnan
Manager



CONSENT AGENDA ITEM NO. 7.Q.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 3

SUBJECT: 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.

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 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner, Deneen Brothers Farms, LLC, is requesting approval of a Final Plat of Empire Business Park Fourteenth Addition. The proposed final plat consists of one lot and is located on Magory Drive, east of Trinity Lane and north of Empire Street. The property is a part of the existing Parcel Identification Number (PIN) 15-31-300-019. Tap-on fees are required as part of this final plat. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup its cost to install public infrastructure. Magory Drive has been previously constructed adjacent to the proposed lot and the sidewalk is the only remaining adjacent public improvement yet to be constructed. A Performance Guarantee of 110% of the estimated cost of public improvement is required. See the tap-on attachment for additional information.

This area is zoned B-1, General Commercial District. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Deneen Brothers Farms, LLC

FINANCIAL IMPACT: Deneen Brothers Farms, LLC paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4. (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City), and Objective ED-4.4. (Evaluate commercial land use needs in the context of changing economic trends)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 2B Ordinance

PW 2C Final Plat

PW 2D Owners Petition

PW 2E County Clerks Certificate

PW 2F Owners Certificate

PW 2G School District Certificate

PW 2H Final Plat Checklist

PW 2I Plat Map

PW 2J Tap On Memo

PW 2K Drainage Statement

ORDINANCE NO. 2023 - _____

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

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 Empire Business Park Fourteenth Addition dated June 7, 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 Empire Business Park Fourteenth Addition dated June 7, 2023, described in Exhibit "A" and depicted in Exhibit "B", 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 \$9,042.00 and Tap-on fees in the amount of \$616.42. 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 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 26th day of June 2023.

APPROVED this _____ day of _____ 2023.

CITY OF BLOOMINGTON

ATTEST

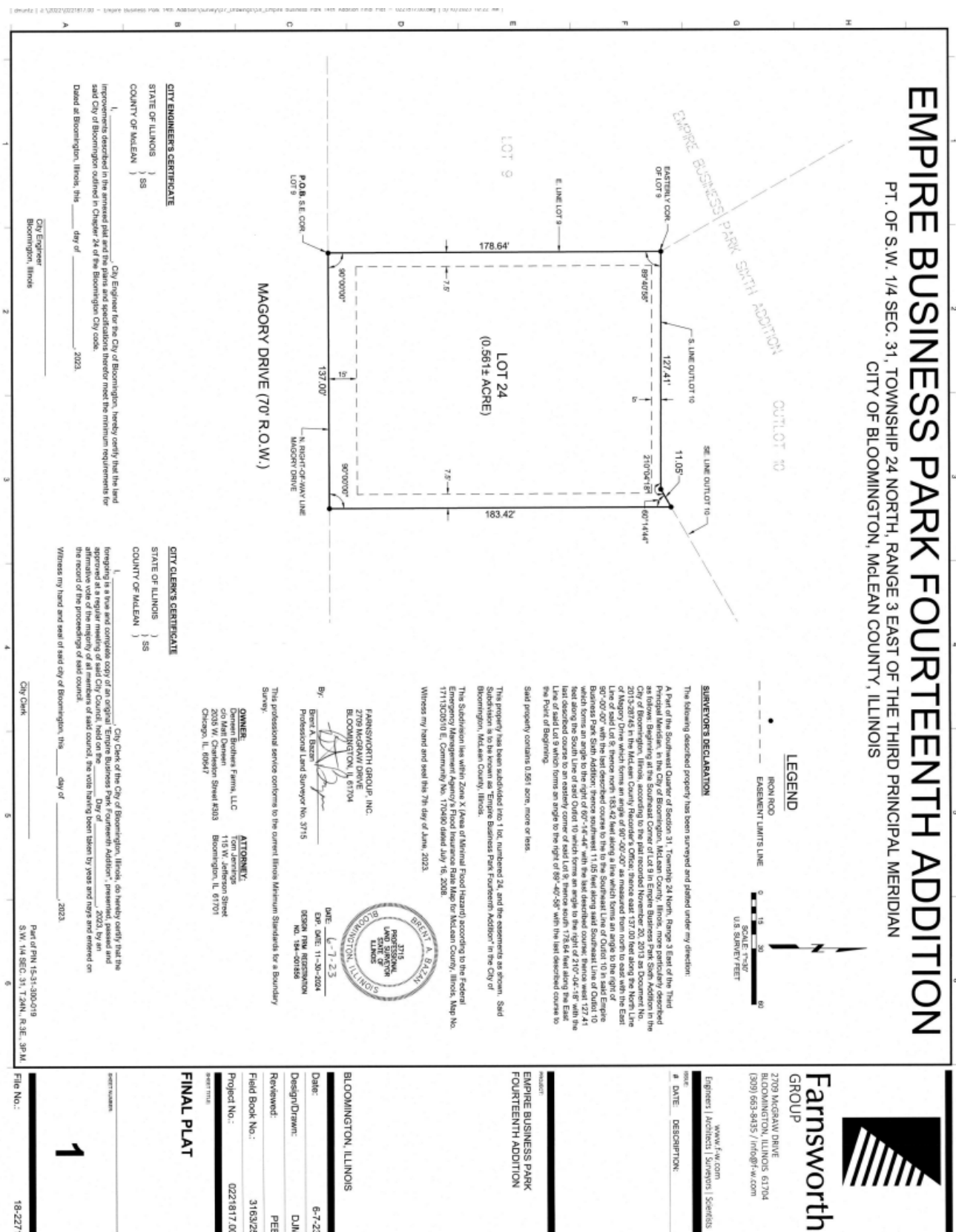
Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Description

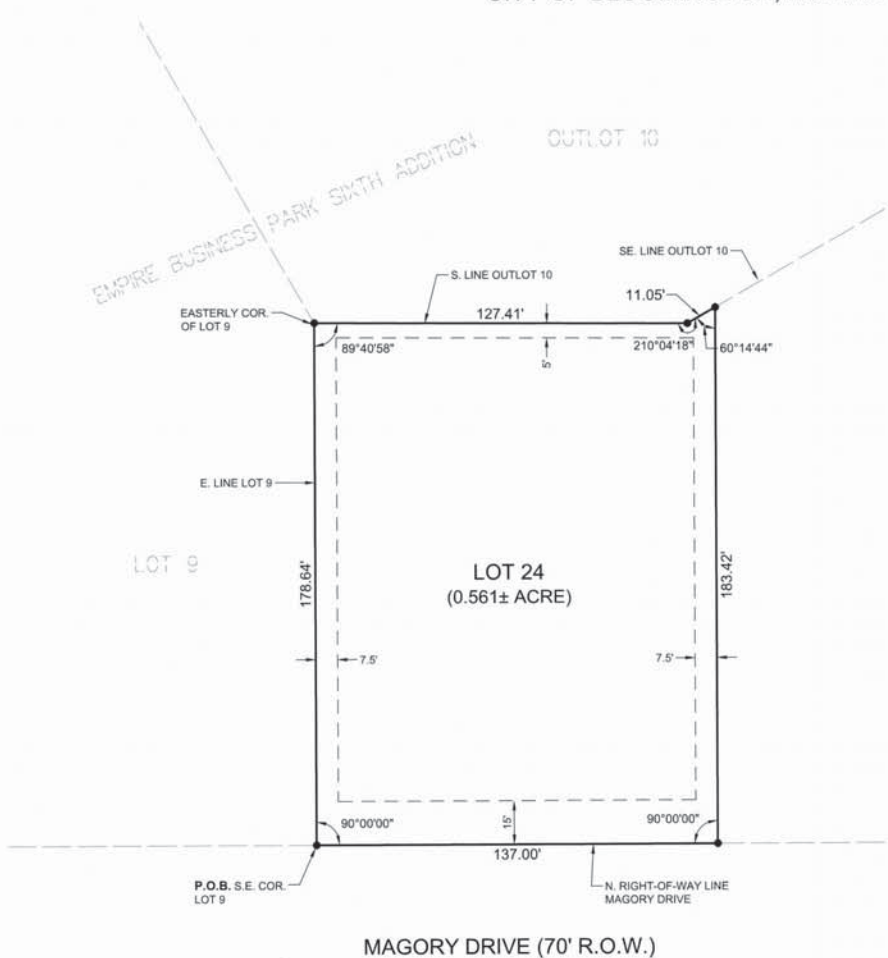
A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 9 in Empire Business Park Sixth Addition in the City of Bloomington, Illinois, according to the plat recorded November 20, 2013 as Document No. 2013-28745 in the McLean County Recorder's Office; thence east 137.00 feet along the North Line of Magory Drive which forms an angle of 90°-00'-00" as measured from north to east with the East Line of said Lot 9; thence north 183.42 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Line of Outlot 10 in said Empire Business Park Sixth Addition; thence southwest 11.05 feet along said Southeast Line of Outlot 10 which forms an angle to the right of 60°-14'-44" with the last described course; thence west 127.41 feet along the South Line of said Outlot 10 which forms an angle to the right of 210°-04'-18" with the last described course to an easterly corner of said Lot 9; thence south 178.64 feet along the East Line of said Lot 9 which forms an angle to the right of 89°-40'-58" with the last described course to the Point of Beginning.

Exhibit B
Plat



EMPIRE BUSINESS PARK FOURTEENTH ADDITION

PT. OF S.W. 1/4 SEC. 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND



SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 9 in Empire Business Park Sixth Addition in the City of Bloomington, Illinois, according to the plat recorded November 20, 2013 as Document No. 2013-28745 in the McLean County Recorder's Office; thence east 137.00 feet along the North Line of Magory Drive which forms an angle of 90°-00'-00" as measured from north to east with the East Line of said Lot 9; thence north 183.42 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Line of Outlot 10 in said Empire Business Park Sixth Addition; thence southwest 11.05 feet along said Southeast Line of Outlot 10 which forms an angle to the right of 60°-14'-44" with the last described course; thence west 127.41 feet along the South Line of said Outlot 10 which forms an angle to the right of 210°-04'-18" with the last described course to an easterly corner of said Lot 9; thence south 178.64 feet along the East Line of said Lot 9 which forms an angle to the right of 89°-40'-58" with the last described course to the Point of Beginning.

Said property contains 0.561 acre, more or less.

This property has been subdivided into 1 lot, numbered 24, and the easements as shown. Said Subdivision is to be known as "Empire Business Park Fourteenth Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, Community No. 170490 dated July 16, 2008.

Witness my hand and seal this 7th day of June, 2023.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By:
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 6-7-23
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION
NO. 184-001856

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

OWNER:
Deneen Brothers Farms, LLC
c/o Matt Deneen
2035 W. Charleston Street #303
Chicago, IL 60647

ATTORNEY:
Tom Jennings
115 W. Jefferson Street
Bloomington, IL 61701

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2023.

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Empire Business Park Fourteenth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2023, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2023.

City Clerk

Part of PIN 15-31-300-019
S.W. 1/4 SEC. 31, T.24N., R.3E., 3P.M.



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

PROJECT:
EMPIRE BUSINESS PARK
FOURTEENTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 6-7-23

Design/Drawn: DJM

Reviewed: PEB

Field Book No.: 3163/25

Project No.: 0221817.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 18-2271

State of Illinois)
)ss.
County of McLean)

Now comes Deneen Brothers Farms, LLC c/o Matt Deneen, 2035 W Charleston Street #303, Chicago, IL, 60647

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, is a corporation having proprietary interest in said premises.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Empire Business Park Fourteenth Addition.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

Respectfully submitted,

By Matthew J. O'Connor
MANAGER
DEELEN BROTHERS FARMS, LLC

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 2nd day of May, 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

Part of PIN 15-31-300-019

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of Cook)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Empire Business Park Fourteenth Addition 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 "Empire Business Park Fourteenth Addition" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
10 day of MAY, 2023.

Matthew J. Jeneen
Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

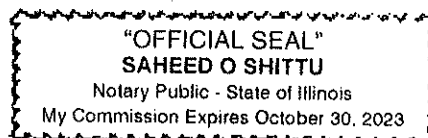
State of Illinois)
)ss.
County of Cook)

I, Saheed Shuttu, a Notary Public in and for the county and State aforesaid, do hereby certify that MATTHEW J. JENEEN 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 10th day of May, 2023.

Saheed O. Shuttu
Notary Public

My commission expires 10 - 30 - 2023.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I MATTHEW J JOENEEN as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Empire Business Park Fourteenth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this 11 day of May, 2023.

Matthew Joeneen
Owner/Developer

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of Cook)

I, Saheed O Shittu, a Notary Public in and for the county and State aforesaid, do hereby certify that MATTHEW JOENEEN 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 11th day of May, 2023.

Saheed O. Shittu
Notary Public

My commission expires 10-30-2023.





Deneen Brothers Farms, LLC (Empire Business Park Fourteenth Addition)

Date Prepared: 06/07/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
	Front Yard Setbacks	N/A
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	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	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	N/A

Empire Business Park Fourteenth Addition

Legend

 Parcels

**Empire
Business Park
Fourteenth
Addition**

Magory Drive

Trinity Lane

Empire Street

MEMORANDUM

Date: June 8, 2023
To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Re: **Empire Business Park Fourteenth Addition**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Empire Business Park Fourteenth Addition**. The final plat is scheduled for Council consideration at the June 26, 2023 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer Extension	51101100-54120	\$168.30	\$163.88	\$332.18
2	Golden Eagle/Sapphire Sewer	51101100-54120	\$182.33	\$101.91	\$284.24
3	G.E. Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
4	Airport Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
5	Airport Rd. Pavement, MFT	20300300-57320	\$0.00	\$0.00	\$0.00
6	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
TOTAL TAP-ON FEES DUE:					\$616.42

Subdivision area: 0.561 acres. Frontage along G.E. Rd: 0'. Frontage along Magory Drive: 137'
of Residential Dwelling Units: 0

- 1) G.E. Valley Sewer Ext.: \$300.00/Ac. + 6% simple interest from 10/1995**(Used CPI Interest)
- 2) Golden Eagle / Sapphire Sewer: \$325.00/Ac. + 6% simple interest from 4/2005**(Used CPI Interest)
- 3) G.E. Road Water Main Ext.: \$15.00/LF of G.E. Road
- 4) Airport Rd. Water Main Ext.: \$15.00/LF of Airport Rd. + 6% simple interest from 9/1976**
- 5) Airport Rd. Pavement, MFT: \$80.00/LF of Airport Rd. + 6% simple interest from 8/2005**
- 6) Stormwater Detention Fee: Per the Preliminary Plan, parcels draining to Airport Road shall provide on-site detention, and any portion of the lots which drain to the existing Eagle Creek detention basins without passing through the regional detention basin construction within the development shall pay a fee in lieu of detention. This parcel is tributary to the existing Empire Business Park regional basin and therefore no fee is required.
- 7) Fee in lieu of Park Land: None. No lots zoned residential.

** 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 \$8,220.00)

= \$9,042.00

Total Bond Amount Required **\$9,042.00**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

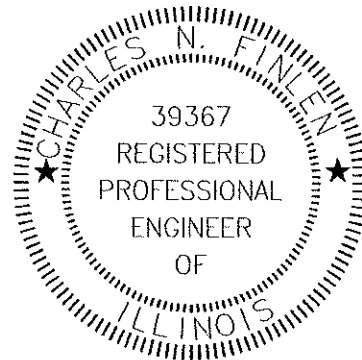
I, C. Neil Finlen, Registered Professional Engineer, and Deneen Brothers Farms, LLC being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Empire Business Park Fourteenth Addition" in the City of Bloomington, McLean County, 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: Matthias Goeman



CONSENT AGENDA ITEM NO. 7.R.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 5

SUBJECT: 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.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, City of Bloomington, is requesting approval of a partial vacation of a No-Access Area. The location of the existing no-access area is along the east side of Keaton Place, running from the south right-of-way line of G.E. Road and extending south approximately 277.5 feet. The adjacent parcel is PIN 14-35-201-005 and is currently zoned M-1, Restricted Manufacturing District. The vacation being requested is of the southern 10 feet of the described no-access area.

This request is necessary in order to install a proposed driveway off of Keaton Place that will service a proposed drive-through coffee shop to be located on the referenced property. City staff have no objections to the No-Access Vacation Plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Bloomington; Curt Livesay, Developer; Mark Sperry, Trustee of Adjacent Parcel

FINANCIAL IMPACT: Curt Livesay, paid all survey and plat costs.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4. (Enhance the image of Bloomington as a business friendly community); Objective ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:
[PW 10B Ordinance](#)
[PW 10C Ordinance Exhibit A](#)

PW 10D Ordinance Exhibit B
PW 10E Petition
PW 10F Location Map

ORDINANCE NO. 2023 - _____

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

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition requesting the Vacation of a No-Access Area, legally described in Exhibit B, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the vacation of a portion of an existing no-access area depicted on Exhibit A, attached hereto and incorporated herein by this reference, recorded on September 24, 2019, as Document No. 2019-00015302; 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 and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said no-access area 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 repeated and incorporated into this Ordinance as though fully set forth herein.

Section 2. The No-Access Vacation Plat attached as Exhibit B is hereby approved, which vacates certain no-access areas shown on Exhibit A, recorded on September 24, 2019, as document no. 2019-00015302.

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 be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Prepared by / Return to:

Sorling Northrup
 Aaron D. Evans, of Counsel
 1 North Old State Capitol Plaza
 Suite 200
 P.O. Box 5131
 Springfield, IL 62705
 Telephone: 217-544-1144
 Fax: 217-522-3173

Type: OFFICIAL RECORDS
 Recorded: 9/24/2019 10:42:24 AM
 Fee Amt: \$40.00 Page 1 of 10
 State Stamp Fee: \$0.00
 County Stamp Fee: \$0.00
 McLean County, IL
 Kathy Michael County Clerk\Recording Div.

File# 2019-00015302

MAIL TAX BILL TO:
 FINANCE DEPT.
 CITY OF BLOOMINGTON
 P.O. BOX 3157
 109 E. OLIVE ST.
 BLOOMINGTON, IL
 61702-3157

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this "**Agreement**") is made as of APRIL 22, 2019, by and between Chicago Title Company Land Trust No. 8002368759, dated July 23, 2015, an Illinois land trust (the "**Grantor**"), and the City of Bloomington, Illinois, a Municipal Corporation (the "**City**").

RECITALS

A. Grantor is the owner of the real property described in Appendix A attached hereto (the "**Property**").

B. The City desires to construct certain improvements to the public right-of-way and its appurtenances at the intersections of General Electric Road, Keaton Place, and Auto Row Drive, Bloomington, Illinois (collectively, the "**Improvements**"), and Grantor agrees to dedicate a portion of the Property to the City for that purpose.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. **Dedication of Right-of-Way.** Grantor hereby grants, conveys, warrants, and dedicates unto the City the property (the "**Right-of-Way**") legally described in Appendix B attached hereto and shown on the plat (the "**Right-of-Way Plat**") recorded as document number _____ in the office of the County Recorder of McLean County, Illinois, to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

2. **Grant of Temporary Easement.** Grantor hereby conveys, warrants, and grants unto the City a temporary easement in, on, over, under, through and across portions of the Property (the "Temporary Easement Premises") as provided in this Section 2.

2.1 **Temporary Easement Premises.** The Temporary Easement Premises shall consist of a strip of land adjacent to the Right-of-Way and more fully shown in the Right-of-Way Plat, and a strip of land 100 feet wide centered on the milled and resurfaced path described in Section 4.2.3 below.

2.2 **Rights of the City.** The City shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth.

2.3 **Termination.** The City's rights in and to the Temporary Easement Premises shall expire upon completion of the Improvements, restoration of the Property, and a satisfactory final inspection.

3. **Restrictive Covenants.** Grantor hereby imposes upon the Property the restrictions and covenants provided in this Section 3, which shall be covenants running with the land for the benefit of the City. The intended purpose of the restrictions is to enable the City to limit access to adjacent public right-of-way along the effected frontage.

3.1 **Restrictions on Access.** There shall be no access to the Property permitted along the east right-of-way line of Keaton Place from the south right-of-way line of General Electric (G.E.) Road (Sta. 9+49.17) extending south 277.48 feet to Sta. 6+71.99, and there shall be no access to the Property permitted along the south right-of-way line of G.E. Road from the new east right-of-way line of Keaton Place (Sta. 9+49.70/55.78' Rt. From the centerline of Keaton Place and Sta. 25+48.20/50.16 Rt. From the centerline of G.E. Road) extending east 185.54 feet to Sta. 27+33.74 as legally described in Appendix C attached hereto and shown on the Right-of-Way Plat.

3.2 **Duration.** The restrictions provided in this Section 3, to the extent permitted by applicable law, shall be perpetual.

3.3 **Amendment.** The restrictions contained in this Section 3 may be amended at any time by a written instrument signed and acknowledged by the Grantor, or its successors, and the City. The City may, at its sole discretion and at any time by a written instrument signed and acknowledged by the City, (i) modify the covenants in any manner that does not serve to enlarge the scope of the restrictions or (ii) release any part or all of the covenants. The provisions of any instrument amending or terminating covenants shall be effective from and after the date it is recorded.

4. **Restoration of Property.** Upon completion of the Improvements, the City shall have the obligation to remove from the Temporary Easement Premises all debris, surplus material, and construction equipment; blend grades and elevations of land and driveways; and restore the surface of the Temporary Easement Premises to smooth contours. The City shall make reasonable effort to preserve any plants or landscaping but shall have the right to remove from the Temporary Easement Premises, without the obligation to replace, such trees, shrubbery, or other landscaping, as well as to remove other obstructions or possible hazards, to the extent, in

the sole judgment of the City, necessary to prevent interference with the economical, safe, or convenient construction of the Improvements.

4.1 Westernmost Entrance. The Grantor agrees that the City may, at its sole discretion, remove the westernmost entrance (station 26+24 right, GE Road) to the Property and terminate Grantor's access and connection to GE Road at said westernmost entrance.

4.2 Easternmost Entrance. The City agrees that it will improve the Grantor's easternmost entrance to the property (station 32+42 right, GE Road) as follows:

4.2.1 The City will remove the existing bituminous & PC Concrete entrance between the curb and 5 feet south of the property line.

4.2.2 The City will construct a new PC Concrete entrance a minimum of 40 feet wide at the curb laydown and a minimum of 30 feet wide where it meets the bituminous parking area.

4.2.3 The City agrees to mill off the top 2 inches of the existing bituminous parking area in a 20-foot-wide path from the new PC Concrete entrance (described in 4.2.2 above) southerly to the existing gate in the fence, and thence southerly from the gate to the north edge of the old Railroad tracks (a total distance of approximately 324 feet).

4.2.4 The City agrees to place in the milled area described in 4.2.3 an application of 0.05 lbs per square foot of Bituminous Materials (Tack Coat) and a thickness of 2 inches of Polymerized Hot Mix Asphalt Surface Course with Stone Matrix Aggregate.

4.3 Gate. The City agrees it shall pay the Grantor \$19,925.00 towards the cost of installing a new gate at the location of the improved eastern entrance. The Grantor shall be responsible for making any improvements to the existing fence(s) or gate(s) on the Property.

4.4 Guardhouse. The City agrees it shall pay the Grantor \$2,001.00 towards the cost of installing a new guardhouse at the location of the improved eastern entrance. The Grantor shall be responsible for purchasing or installing any guardhouse(s) on the Property.

4.5 Grantor Assumes Maintenance. The Grantor agrees the City shall have no maintenance responsibility for any items constructed or installed on the Property as part of this Section 4. Maintenance shall be the responsibility of the Grantor.

5. Consideration. As full consideration for this Agreement, including the market value of the Right-of-Way, Temporary Easement Premises, the Grantor's covenants herein and any and all damage to the Property related to the construction of the Improvements, the City agrees to perform, and the Grantor agrees to accept as full consideration, the following:

5.1 The City shall pay to the Grantor \$21,926.00 as stated in Sections 4.3 and 4.4.

5.2 The City shall perform the work stated in Section 4.2.

6. Authority and Warranty of Title. Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

7. **Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property. The rights and easements granted to the City under this Agreement shall extend to the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City.

9. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

11. **Entire Agreement.** This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

12. **Right of Homestead.** Grantor represents that the Property is not subject to the Homestead Exemption Laws of the State of Illinois.

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



Chicago Title Company
Land Trust No. 8002368759, dated July 23, 2015

By: *Paul A. Hoppe*

Attest:

Attestation not required
pursuant to corporate by-laws.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LAUREL D. THORPE and _____, personally known to me to be the ASSISTANT VICE PRESIDENT and _____, respectively, of Chicago Title Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the foregoing instrument as their free and voluntary act pursuant to authority granted to them, and as the free and voluntary act and deed of Chicago Title Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of March, 2019.

Bridget A. Thometz
Notary Public

"OFFICIAL SEAL"
BRIDGET A. THOMETZ
Notary Public, State of Illinois
My Commission Expires 07/01/2021

CITY OF BLOOMINGTON,
a Municipal Corporation

By: Tari Renna

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that Tari Renna, as Mayer of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this 25th day of APRIL, 2018.⁹

Ashley M. Fara
Notary Public

Exempt under provisions of Paragraph (b) of
Section 31-45 of the Real Estate Transfer Tax
Law, 35 ILCS 200/31-45.

Dated: 4/25/19
Tari Renna
Buyer, Seller or Representative

APPENDIX A

Description of Property

LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION, ACCORDING TO THE PLAT
RECORDED ON DECEMBER 30, 1996 AS DOCUMENT NO. 1996-33517,
BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PARCEL NO. 14-35-201-004

COMMON ADDRESS: 1601 GE ROAD, BLOOMINGTON, ILLINOIS 61701

APPENDIX B

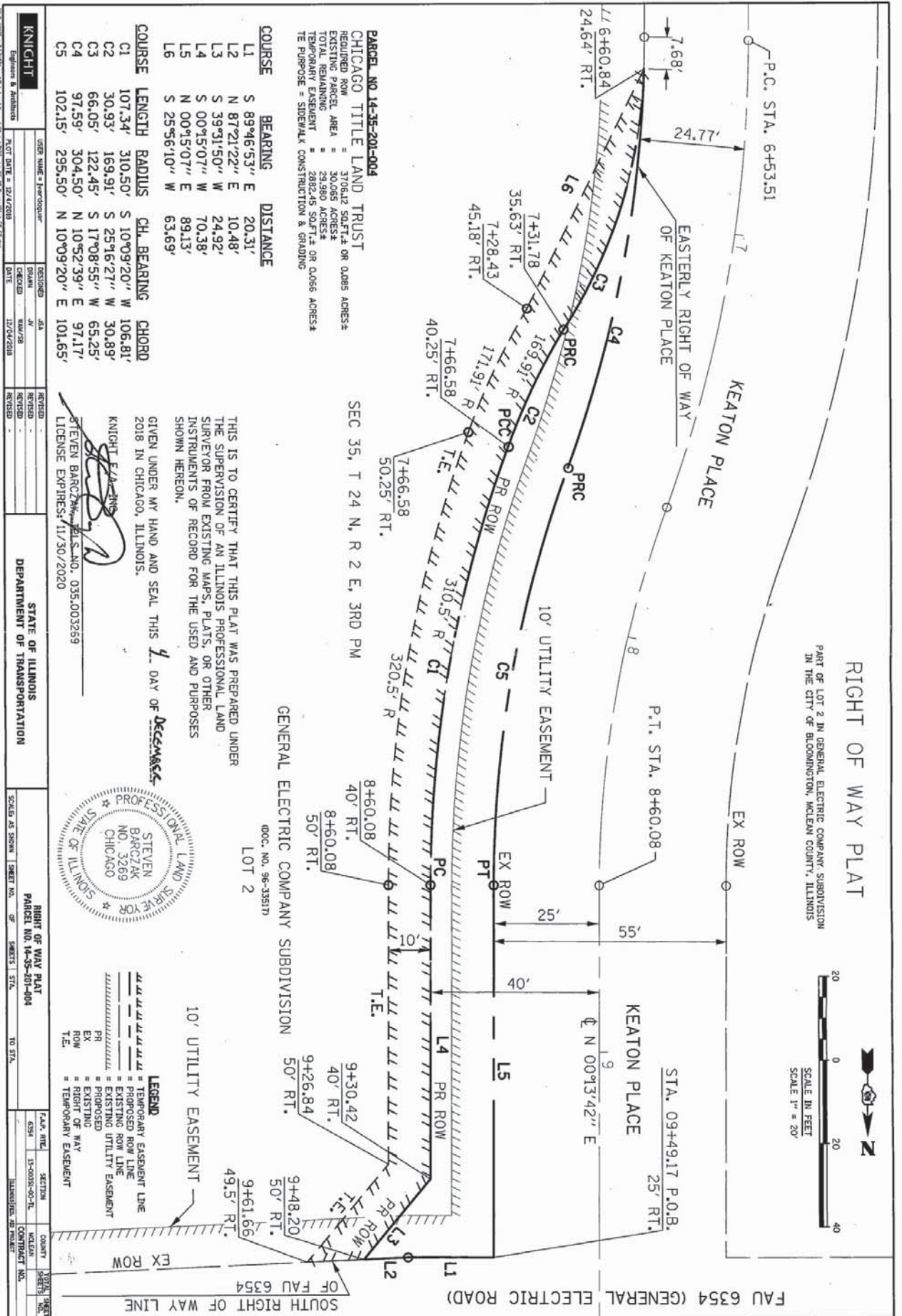
Description of Right-of-Way

THAT PART OF LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 96-33517, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 53 SECONDS EAST (ASSUMED), 20.31 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF FAU 6354 (GENERAL ELECTRIC ROAD) TO AN ANGLE POINT; THENCE NORTH 87 DEGREES 21 MINUTES 22 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE, 10.48 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 50 SECONDS WEST, 25.71 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 42 SECONDS WEST, 68.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 310.00 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 58 MINUTES 39 SECONDS WEST, AN ARC DISTANCE OF 148.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 130.04 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 54 MINUTES 06 SECONDS WEST, AN ARC DISTANCE OF 62.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF KEATON PLACE AND PROPOSED POINT OF CURVATURE; THE NEXT 4 CALLS BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID KEATON PLACE; THENCE NORTH 0 DEGREES 04 MINUTES 36 SECONDS EAST, 0.16 FEET TO ORIGINAL POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 304.50 FEET AND WHOSE CHORD BEARS NORTH 09 DEGREES 58 MINUTES 28 SECONDS EAST, AN ARC DISTANCE OF 105.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 295.50 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 07 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 102.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 13 MINUTES 42 SECONDS EAST, 88.18 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

APPENDIX C

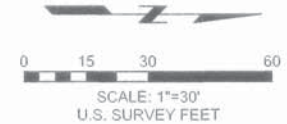
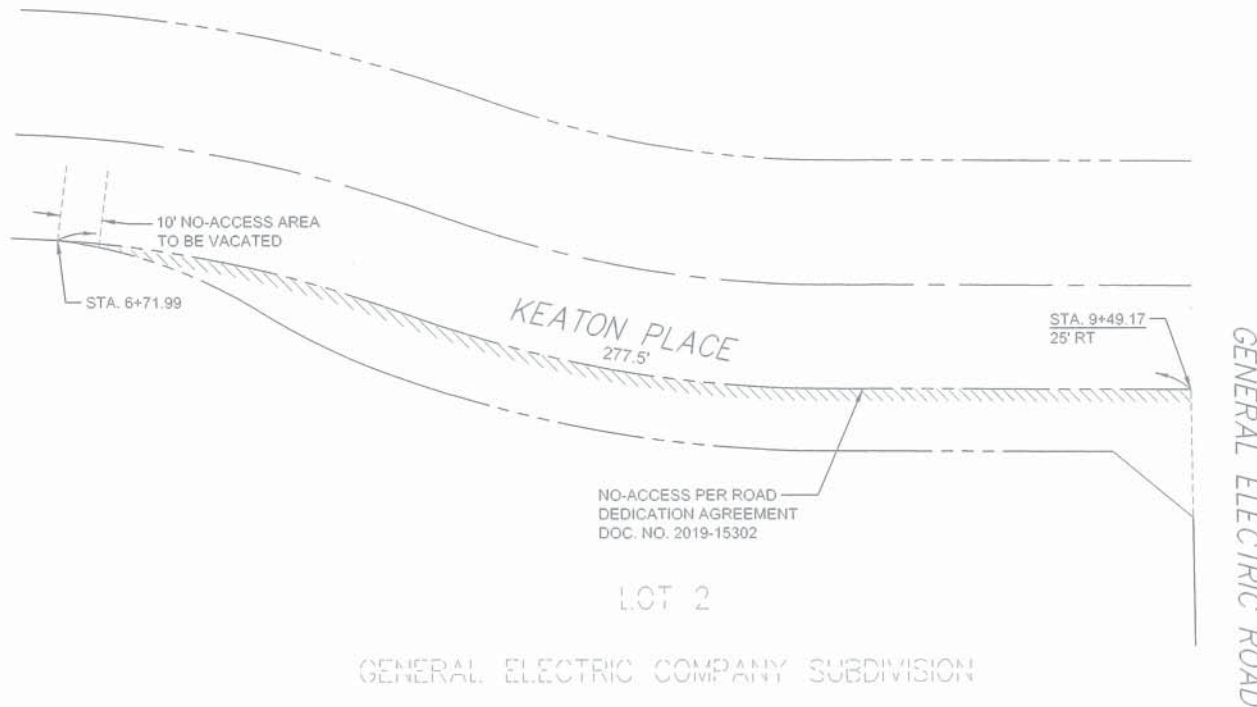
Description of No Access Strips

NO ACCESS SHALL BE PERMITTED FROM LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION (A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 96-33517) TO THE PUBLIC RIGHT-OF-WAY ALONG THE NEW EAST RIGHT-OF-WAY LINE OF KEATON PLACE FROM THE SOUTH RIGHT-OF-WAY LINE OF GENERAL ELECTRIC (G.E.) ROAD (STA. 9+49.17) EXTENDING SOUTH 277.48 FEET TO STA. 6+71.99, AND NO ACCESS SHALL BE PERMITTED ALONG THE SOUTH RIGHT-OF-WAY LINE OF G.E. ROAD FROM THE NEW EAST RIGHT-OF-WAY LINE OF KEATON PLACE (STA. 9+49.70/55.78' RT. FROM THE CENTERLINE OF KEATON PLACE AND STA. 25+48.20/50.16 RT. FROM THE CENTERLINE OF G.E. ROAD) EXTENDING EAST 185.54 FEET TO STA. 27+33.74



NO-ACCESS VACATION PLAT

PART OF NE 1/4 SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

NO-ACCESS AREA

I hereby certify that this is a true plat of a no access area to be vacated in the City of Bloomington, McLean County, Illinois. Said no access area is more particularly described as follows: The South 10.00 feet of the no access area as described in Road Dedication Agreement recorded September 24, 2019 as Document No. 2019-15302, in the City of Bloomington, McLean County, Illinois.

Witness my hand and seal this 9th day of June, 2023.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 6-9-23
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION
NO. 184-001856

EXHIBIT B

PIN 14-35-201-005
N.E. 1/4 SEC. 35, T.24N., R.2E., 3P.M.

Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

NO-ACCESS VACATION PLAT
BLOOMINGTON, ILLINOIS

PROJECT NO.: 0230179.00
DRAWN: DJM
REVIEWED:
DATE: 6-9-23

1

8-S-3120

**PETITION FOR A PARTIAL VACATION OF
A NO-ACCESS AREA**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

TO: THE HONORABLE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

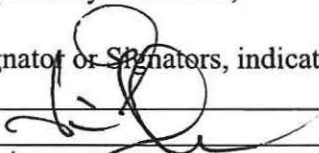
Now come(s) the CITY OF BLOOMINGTON, hereinafter referred to as Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is owner of a no access area shown on the Road Dedication Agreement recorded on September 24, 2019, as Document No. 2019-00015302, a copy of which is attached hereto, labelled Exhibit A, and incorporated herein by this reference;
2. That your Petitioner seeks approval of the vacation of a portion of the no access area referred to in the preceding paragraph as depicted on the No Access Vacation Plat, labeled Exhibit B, a copy of which is attached hereto;
3. That the vacation of said no-access area shown on Exhibit B is reasonable and proper because such area is not needed for public purposes by said City.

WHEREFORE, your Petitioner prays that the City Council approve this Petition, vacating a no-access area shown on Exhibit A in the manner shown on Exhibit B.

Respectfully submitted,

By: Authorized Signator or Signators, indicating title and position:



City Manager
June 21, 2023

Keaton Place No-Access Vacation



Legend

 Parcels



CONSENT AGENDA ITEM NO. 7.S.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

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

BACKGROUND: If approved, the City will enter into an agreement with J Spencer Construction for the Government Center Boardroom dais construction. The current meeting boardroom is a shared space and we have been working with the County on design that met our needs and those of the much larger County Board and its committees. The room layout limited our design options but we have collaboratively come up with a design that we believe will work for all parties. The project bid at \$181,940 is in line with what we're seeing in this construction environment and wasn't unexpected, although we'd hoped for a lower amount. New chairs will be added outside of this project as will monitors so that everyone sitting at the dais can see presentations, etc.

Council's move to the Government Center Boardroom was accomplished by constructing a temporary dais. This temporary solution was intentional to provide time for testing and evaluation. The evaluation is complete, and construction of the permanent dais is necessary. The dais construction will involve structural, electrical, and technological modifications and will be compliant with the Americans with Disabilities Act ("ADA").

This project is part of a bigger initiative to consolidate operations at the Government Center and retrofit the space to meet City needs as we talked about with the recent Economic and Community Development build. It has been decades since the building has seen significant renovation and the moves make use of unutilized or underutilized space in the Government Center, will be more efficient for residents doing business with the City and allow partnerships with other units of local government.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Monday, June 12, 2023, electronically via the City's e-Procurement Portal,

OpenGov. One bid was opened on June 12th. As there was only one bidder, the Local Preference Policy does not impact the recommendation. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor. A full bid tabulation is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in *The Pantagraph* and *OpenGov* on May 22, 2023, and a pre-bid meeting was held at 10:00 AM on May 25, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a construction agreement with J Spencer Construction, LLC, for the Government Center Boardroom dais construction (Bid #2024-03), in the amount of \$181,940. The expense will be charged to the Capital Improvement Fund-Buildings account (40100100-72520). Although not included in the FY 2024 Budget, sufficient fund balance in the Capital Improvement Fund is available to cover the cost of this project. Please see the "Exhibit A" for additional account details on the Budget Amendment to utilize fund balance.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-4. (Intergovernmental Cooperation); and Objective PS-4.1. (Enhance existing intergovernmental cooperation across all public services)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[PW 1B Ordinance - Agreement](#)

[PW 1C Contract](#)

[PW 1D Bid Tab](#)

[PW 1E Ordinance - Budget Amendment](#)

[PW 1F Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with J Spencer Construction, LLC, be approved for the Government Center Dais Project ("Project") in the amount of \$181,940; and

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

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

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

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

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

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

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

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

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
J Spencer Construction, LLC**

**FOR
Bloomington Government Center Dais**

THIS AGREEMENT, dated this ____ day of June _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and J Spencer Construction, 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: Bloomington Government Center Dais (Bid 2024-03) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

☐

This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:

☐

A flat fee of \$_____ as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.

☒

Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed \$TBD_____.

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

☐

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



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 15. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for "public works" and therefore Prevailing Wage does not apply.



This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to 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 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 17. Access to Records. The following access to records requirements apply to this Agreement:

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

Section 18. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

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

Section 19. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

J Spencer Construction, LLC
 Attn: Brock Spencer
 2028 Warehouse Rd
 Normal, IL 61761
brock@jspencerconstruction.com

Copy to:

If to CITY:

City of Bloomington
 Attn: City Manager
 115 E. Washington St., Suite 103
 Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
 Attn: Legal Department
 115 E. Washington St., Suite 103
 Bloomington, IL 61701
legal@cityblm.org

Section 20. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY. CITY and Owner of the Facility (the Public Building Commission of Mclean County, Illinois) shall be named as additional insured under the policy(ies).

Section 21. Assignment. No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. Term. The term of this Agreement shall be:

- ☒ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.
- ☐ From _____ year(s) from the date of this Agreement listed above.
- ☐ By the date state in the PROCUREMENT DOCUMENTS or no later than _____.
- ☐ This Agreement shall also be subject to the following renewal terms, if any:
_____.

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Duc Spencer
Its Chief Executive Officer

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Bloomington Government Center Dais construction as outlined in the plans, specifications, addendum and all other documents related to City Bid #2024-03.

EXHIBIT B
PAYMENT TERMS

Dais Construction per Plans and Specifications - \$165,400
Contingency - \$16,540
Total Bid - \$181,940

Payment terms shall be as outlined in the plans, specifications, addendum and all other documents related to City Bid #2024-03.

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS

Contractor can begin on-site work no earlier than July 17, 2023 and shall complete all work by September 1, 2023 unless a written extension is granted by the City of Bloomington. Said extension shall be requested by Contractor in writing at least 30 days prior to completion date.



City of Bloomington
Facilities Management

Russ Waller, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. 2024-03

Bloomington Government Center Dais

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

Report Generated: Monday, June 12, 2023

SELECTED VENDOR TOTALS

Vendor	Total
J Spencer Construction LLC	\$181,940.00

DAIS CONSTRUCTION

Dais Construction					J Spencer Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Dais Construction per Plans and Specifications	1	Lump Sum	\$165,400.00	\$165,400.00
X	2	Contingency (10% of above)	1	EA	\$16,540.00	\$16,540.00
Total						\$181,940.00

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

WHEREAS, on April 10, 2023 by Ordinance Number 2023-027, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 12, 2023; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to utilize \$181,940 in Capital Improvement Fund Balance, for the Construction Agreement with J Spencer Construction, LLC, for the Government Center Dais Construction (Bid #2024-03), in the Amount of \$181,940, as requested by the Public Works and Finance Departments.

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

Section 1. Ordinance Number 2023-027 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2023-027 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2023-027.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (181,940.00)
40100100-72520	General	Capital Improvement-Buildings	\$ 181,940.00
Net Transaction:			\$ -



CONSENT AGENDA ITEM NO. 7.T.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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, vehicle and equipment purchases would use an expedited process, and the City Manager's spending authority would be increased to include vehicle and equipment purchases greater than \$50,000 and up to the amount that funds are available, through April 30, 2024.

Public Works' Fleet Management Section serves as the City's in-house repair garage but also performs additional tasks for the City, such as developing specifications for vehicles and equipment, making recommendations to Council for new purchases, purchasing fuel, purchasing items for equipment fitting, and performing maintenance and repair. The COVID-19 Pandemic created supply chain issues that continue to impact vehicles and equipment purchases across the globe, and the availability of vehicles and equipment has been reduced significantly. In addition, vehicles and equipment that are available are often difficult to obtain because of the highly competitive market and limited timeframes to commit to a purchase.

The proposed Ordinance would help alleviate those concerns. Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the City doesn't miss an opportunity.

The temporary authority would allow for the execution and processing of vehicle and equipment purchases on a more expedited basis, subject to budget limitations, when time constraints do not allow staff to obtain the item by requesting approval through City Council. Staff would be required to obtain appropriate quotes, bids, or other cost information. The process would also include waiving the technical bidding requirements when it is in the best interest of the City.

Although vehicle and equipment purchases greater than \$50,000 would not need to be presented to Council for approval, the proposed Ordinance would require the City Manager to report to Council any vehicle and equipment purchases greater than \$50,000 that were

approved by the Mayor and City Manager. The Mayor would be included as a signatory requirement for these purchases as an additional check and balance for the process. By authorizing the Mayor and City Manager to authorize these purchases, it is estimated to remove administrative time from the process and expedites the purchases.

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: Michael Hill, Management Analyst

ATTACHMENTS:

[PW 9B Ordinance](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER
TO APPROVE VEHICLE AND EQUIPMENT PURCHASES
USING AN EXPEDITED PROCESS THROUGH APRIL 30, 2024

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, the COVID-19 Pandemic created supply chain issues that continue to impact vehicles and equipment purchases across the globe, and the availability of vehicles and equipment have been reduced significantly; and

WHEREAS, the City still has many vehicles and equipment in this year's and previous years' budgets that have not been purchased because of availability; and

WHEREAS, City Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the City doesn't miss an opportunity; and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the procurement approval process associated with vehicle and equipment purchases, including waiving the technical bidding requirements;

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. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all documents related to the purchase of vehicles and equipment greater than \$50,000.

Section 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

- A. No vehicle or equipment purchases may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the vehicle or equipment purchase.

Section 4. The City Manager shall report to the City Council, at its regular meeting, any vehicle or equipment purchases greater than \$50,000 that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

Section 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

Section 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

Section 7. 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 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 9. 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 10. This Ordinance shall take effect immediately after its approval and publication as required by law and shall remain in full force and effect until April 30, 2024.

PASSED this 26th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.U.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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: For many years the City has taxed exhibitive entertainment, including musical performances, that take place within the City. This is known as the City's amusement tax. However, the application and enforcement of the amusement tax becomes difficult to administer when a musical performance takes place in multiple jurisdictions as is often the case at the McLean County Fairgrounds. Accordingly, City staff is proposing an amendment to the City Code to clarify that the amusement tax does not apply when a theatrical, dramatic, musical or artistic performance physically extends beyond the jurisdictional limits of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There should be no material financial impact associated with the proposed change to the City Code. There are only limited circumstances where a performance would physically extend beyond the City limits. Historically, this has occurred at only the McLean County Fairgrounds and due to the complexity in administering the tax in such a situation, no amusement tax has been collected.

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: Chris Spanos, Corporate Counsel

ATTACHMENTS:

[LGL 1B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE
REGARDING THE AMUSEMENT TAX

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

Section 1. That Bloomington City Code Chapter 39, Section 401, shall be amended as set forth below (additions are indicated by underlining; deletions are indicated by strikeouts):

§ 39-1901[Ch. 39, Sec. 401] Definitions.

For the purposes of this Article XIX, the following definitions apply unless the context clearly indicates or requires a different meaning:

AMUSEMENT

Includes the provision of exhibitive entertainment, including, but not limited to, the following activities and sports:

A. Any theatrical, dramatic, musical or artistic performance where the event is physically located solely within the corporate limits of the City of Bloomington;

B. Any motion picture show or movie;

C. Any video, videotape or digital versatile disk (DVD);

D. Any paid television or other programming, whether transmitted by wire, cable, fiber optics, laser, microwave, radio, satellite or other means;

E. Any video streaming, audio streaming or remotely accessed online games made available to patrons on a pay-per-use, rental or other subscription basis, but not transactions where the patron pays for the rights of permanent use;

F. Any carnival, athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.

Section 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

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

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

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

PASSED this 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.V.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

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

BACKGROUND: In 1972, the City and Town of Normal ("Town") created what has now become known as Connect Transit. Under its mission, Connect Transit is responsible for providing safe, reliable transportation and access opportunities to strengthen and enrich individual lives, our community, the economy, and the environment. While there have been changes to the original intergovernmental partnership over the last 50 years, there was a recent undertaking between the City and Town to provide a comprehensive update to the existing intergovernmental agreement.

The updates are designed to increase transparency and ensure adequate notice of material changes to the system, as well as better detail the funding and budgeting requirements of Connect Transit. Specific provisions were added on public engagement, compliance with the Open Meetings Act and the Americans with Disabilities Act, conflicts of interest, the use of an advisory council, and specific reporting requirements to both the City and Town.

Provisions were also added requiring route and rate changes to be approved by a 2/3 vote of the Connect Transit Board, and only after making specific findings and providing special notice to the public. Note, there are exemptions for minor deviations to routes (e.g., small changes necessary to accommodate construction) and temporary promotional offers related to rates.

The updated agreement provides that the service area of Connect Transit will be the combined corporate boundaries of the City and the Town, including the adjacent 3 miles of said boundaries. Any additional service area proposed to be covered would need to be approved by both the City and Town.

Approval of the updated agreement will not change any existing routes or rates, but instead is designed to provide a roadmap for how Connect Transit will continue its operations in the

future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and Connect Transit

FINANCIAL IMPACT: The proposed new agreement adds language providing that the Connect Transit Board is responsible for seeking funding for the system through federal and state governments, as well as through other public and private grants. Accordingly, the primary funding of Connect Transit is to come from these sources, and any excess approved budget amounts will be paid proportionately by both the City and Town based on each municipality's population.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Deputy City Manager

ATTACHMENTS:

[ADM 3B Ordinance \(IGA\)](#)

A JOINT ORDINANCE AMENDING THE OPERATING STRUCTURE OF THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT)

WHEREAS, The City of Bloomington (hereinafter “City”) and the Town of Normal (hereinafter “Town”) established the Bloomington Normal Public Transit System (“Connect Transit”) in 1972 under each communities’ home-rule and intergovernmental cooperation authority (Bloomington Ord. No. 1972-69; Normal Ord. No. 1044, collectively the “1972 Enacting Ordinance”).

WHEREAS, The City and Town amended the operating structure of the Transit System in 2012 by replacing the 1972 enacting ordinance in its entirety with a new ordinance, allowing for the continuation of services (Bloomington Ord. No. 1012-12; Normal Ord. No. 5434, collectively the “2012 Enacting Ordinance”).

WHEREAS, The City and Town desire to amend the operating structure of the Bloomington Normal Public Transit System (hereinafter “Connect Transit”) by replacing the 2012 Enacting Ordinance in its entirety, allowing for the continuation of services.

WHEREAS, The City and Town wish to provide affordable, reliable, convenient, and equitable public transportation within the territorial limits of the City and Town, and other service areas, for the betterment of all residents and the communities.

Now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON AS FOLLOWS:

and

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL AS FOLLOWS:

1. Definitions. As used in this ordinance:

ADA	The Americans with Disabilities Act and all pertinent regulations thereto as exists now or as changed in the future.
Applicable Law	Any law, rule, ordinance or regulation of the City, Town, State of Illinois or of the United States Government or any agency thereof that pertains to the operation of the System, including but not limited to the Illinois Open Meetings Act and the Illinois Freedom of Information Act.
Board	The Board of Trustees of Connect Transit under Section 3.
City	The City of Bloomington, Illinois.

City Council	The corporate authorities of the City, meaning the elected or appointed council members and mayor.
Connect Transit	The Bloomington Normal Public Transit System intergovernmental agency of the City and Town, established by the 1972 Enacting Ordinance, amended and continued by the 2012 Enacting Ordinance, and amended and continued by this ordinance.
Mass Transit Facility	Has the definition set forth in section 2 of the Local Mass Transit District Act (70 ILCS 3610/2).
Mayor	The mayor of the City or the president of the board of trustees of the Town, respectively.
Municipal Funding Amount	See section 10.3.
Municipality	The City or the Town, respectively.
Service Area	The combined corporate boundaries of the City and the Town, including the adjacent 3 miles to the corporate boundaries and any other area authorized by both the City and the Town.
System	The public mass transit system operated by Connect Transit.
System Revenues	See section 10.2
Town	The Town of Normal, Illinois.
Town Council	The corporate authorities of the Town of Normal, meaning the elected or appointed council members and mayor.

2. Continuation of the System.

- 2.1. Connect Transit, as an intergovernmental agency of the City and Town, is hereby confirmed and continued for the purposes of operating the System. Nothing in this amendatory ordinance will be construed to interfere with the continued operation of Connect Transit or the System.
- 2.2. Any appointments related to Connect Transit of the City or Town or of the Board that were in effect before the effective date of this amendatory ordinance will remain in effect until the expiration of that term of office.

- 2.3. Unless it directly conflicts with this Ordinance, any bylaw or other rule or regulations or any policy of the Board or the System that was adopted and in effect before the effective date of this amendatory ordinance will be deemed to be continued in effect after the effective date of this amendatory ordinance until later amended by the Board or System, as appropriate.
3. Connect Transit Board of Trustees.
 - 3.1. Board created.
 - 3.1.1. The government and policy-making responsibilities of Connect Transit are vested in the Board of Trustees, which will control the System's property, be responsible for its finances, and direct its affairs. The Board shall adopt such rules and regulations as may be required to conduct its business and to operate the System. Except as specified in this Ordinance, the day-to-day administration of the System shall be the responsibility of the General Manager as set forth in section 5.
 - 3.1.2. The Board is comprised of 7 trustees, appointed in accordance with section 3.2.
 - 3.2. Appointment.
 - 3.2.1. Four trustees must be residents of the City, appointed by the Mayor of the City, with the advice and consent of the City Council.
 - 3.2.2. Three trustees must be residents of the Town, appointed by the Mayor of the Town with the consent of the Town Council.
 - 3.2.3. For each trustee, a certificate of appointment must be filed with the clerk of the municipality from which he or she was appointed. The certificate of appointment will be conclusive proof of the due and proper appointment of the trustee.
 - 3.3. Term of office.
 - 3.3.1. The term of office of each trustee appointed before the effective date of this amendatory ordinance will continue until the expiration of that term of office as it existed at the time of appointment.
 - 3.3.2. Upon the expiration of a term under section 3.3.1, the term of office of each successor trustee will be four years.
 - 3.3.3. The term of office of each trustee will begin on July 1 of the year in which he or she is appointed and will continue through the later of (i) June 30 of the year that the term expires or (ii) the date on which a successor has been appointed and qualified.
 - 3.3.4. A vacancy will be filled for the unexpired term of office in the same manner as the original appointment under section 3.2.
 - 3.3.5. A trustee may be reappointed in the same manner as the original appointment under section 3.2.

- 3.4. Removal. A trustee may be removed from office by the appointing mayor in accordance with procedure set forth in section 3.1-35-10 of the Illinois Municipal Code (65 ILCS 5/3.1-35-10).
- 3.5. Compensation. A trustee is not entitled to compensation but may be reimbursed for reasonable expenses incurred in the discharge of his or her duty as trustee.
- 3.6. Operation.
 - 3.6.1. A majority of the trustees holding office constitute a quorum of the Board. No item of business may be approved without the affirmative vote of the majority of trustees voting on the question.
 - 3.6.2. A trustee who has a direct or indirect interest in any business before the Board prohibited by law shall disclose that interest to the Board and be recused from participation on that matter. The interested trustee will not be counted as holding office for the purpose of vote requirements under section 3.6.1.
 - 3.6.3. The Board shall adopt bylaws for its operation and any other rules, regulations, or policies necessary or convenient to conduct its business and to operate the System. No bylaw, rule, or regulation of the Board may conflict with the requirements of this ordinance.
 - 3.6.4. The Board shall be considered a public body for the purposes of the Illinois Open Meetings Act and the Illinois Freedom of Information Act.
- 3.7. Officers.
 - 3.7.1. The Board shall elect from among its trustees the following officers: Chair, Vice Chair, and Secretary.
 - 3.7.2. The Board is responsible for adopting all policies and procedures for the terms, duties, and functions of the elected officers.
- 3.8. *Ex-officio* members.
 - 3.8.1. The city manager of the City and the city manager of the Town, or their respective designee, will serve, *ex-officio*, as nonvoting members of the Board.
 - 3.8.2. The presence or participation of the nonvoting members will not be counted toward establishing a quorum or establishing vote requirements under section 3.6.1. The *ex-officio* members may not be elected as officers under section 3.7.

4. Committees and subsidiary bodies.

4.1. Advisory council. The Board shall attempt to establish and maintain an advisory council.

4.1.1. The advisory council will consist of nine members, appointed by the Board Chair, with the consent of the Board. Appointments to the advisory council should reflect the broad demographics and diverse nature of the System users, including users with disabilities who are unable to use the fixed route bus service, paratransit users, and of the community as a whole.

4.1.2. The function of the advisory council is to make recommendations to the Board to provide services and routes that address the needs of the user groups in section 4.1.1, and recommendations for the promotion and provision of such System services.

4.1.3. The Board will be responsible for establishing and adopting appropriate rules and procedures for the appointment and operation of the advisory council.

4.1.4. The Advisory Council shall be considered a public body for the purposes of the Illinois Open Meetings Act and the Illinois Freedom of Information Act.

4.2. Special committees. The Board Chair may appoint, with the approval of the Board, any other committees deemed necessary to properly carry on the business of the System. These committees are to be used to study specific issues related to the operation of the System and make recommendations to the Board for action. Members of the committees may be any persons felt best qualified to serve on the special committee. Any committees created under this section shall be considered a public body for purposes of the Illinois Open Meetings Act and the Illinois Freedom of Information Act.

5. General Manager and staff.

5.1. Chief executive officer. The Board shall appoint a General Manager, who will serve as the chief executive officer of the System. The appointment of the General Manager will be on the terms and conditions that the Board deems to be appropriate.

5.2. General Manager's duties and responsibilities. The General Manager's duties and responsibilities are:

5.2.1. To advise the Board on any matter of established or proposed policy.

5.2.2. To oversee and be responsible for the employment, promotion, and discharge of staff personnel.

5.2.3. To prepare an operating budget for the Board's approval.

5.2.4. To perform other duties as assigned by the Board, to be accountable to the Board for the overall administration of the System, and to otherwise perform duties usually attributed to the office of a chief operating officer.

- 5.3. Employment of staff. The Board may create staff positions within the System as it determines is appropriate. The Board may delegate the creation of staff positions within the System to the General Manager.
6. Routes and services.
- 6.1. Establishing routes.
- 6.1.1. The Board may, by whatever means it may decide, engage in the business of the transportation of passengers on scheduled and nonscheduled routes within the Service Area and as allowed by State or federal law.
- 6.1.2. The Board, by a 2/3 vote of those voting on the question, has the authority to establish, alter, or discontinue routes and services and any or all ancillary or supporting facilities and services. Nothing in this amendatory ordinance will affect the continuity of any route or service that was in effect before the effective date of this amendatory ordinance.
- 6.1.3. The Board shall take the following actions prior to implementing a route change: (a) send written correspondence to the managers and mayors of both the City and Town of the proposed route change at the time the public hearings are scheduled on the proposed route change; (b) ensure the route change is necessary for the overall betterment of the System and in furtherance of the goals and objectives of the City and Town; (c) follow all applicable laws; and (d) provide notice and an opportunity for users of the System to be heard regarding any impacts of the proposed route change. The notice required under this subsection shall be given: (i) at least ten (10) days in advance of any public hearing on the proposed route change; and (ii) in as many multiple formats as deemed reasonable by the General Manager to ensure the public, including specifically the users of the system, are aware of the proposed route changes. Nothing herein shall prohibit the General Manager from making deviations to individual routes not exceeding 20% or more of the route revenue miles or hours.
- 6.2. Accessibility and paratransit services.
- 6.2.1. The Board is responsible for ensuring that the System is operated in compliance with the Americans with Disabilities Act and all pertinent regulations thereto as exists now or as changed in the future (the "ADA").
- 6.2.2. Connect Transit shall coordinate with each Municipality to ensure ADA compliance in the location and construction of bus stops, shelters, and similar facilities.
7. Rates.
- 7.1. The Board has the authority, by a 2/3 vote of those voting on the question, to establish new rate schedules and to amend existing rate schedules for the transportation services. Nothing in this amendatory ordinance will affect the continuity of any rate schedule that was in effect before the effective date of this amendatory ordinance.

- 7.2. The rate schedules must, together with any receipts from other sources, be sufficient to pay the expenses of the System, maintain its operations, and fulfill the terms of debts, undertakings, and obligations.
- 7.3. The Board shall take the following actions prior to implementing a rate change: (a) send written correspondence to the managers and mayors of both the City and Town of the proposed rate change at the time the public hearings are scheduled on the proposed rate change; (b) ensure the rate change is necessary for the overall betterment of the System and in furtherance of the goals and objectives of the City and Town; (c) follow all applicable laws; and (d) provide notice and an opportunity for users of the System to be heard regarding any impacts of the proposed rate change. The notice required under this subsection shall be given: (i) at least ten (10) days in advance of any public hearing on the proposed rate change; and (ii) in as many multiple formats as deemed reasonable by the General Manager to ensure the public, including specifically the users of the system, are aware of the proposed route changes.
- 7.4. The requirements of this section 7.3 do not apply to promotional offers or to a temporary rate change that lasts less than 180 days.
8. Authority, and duties of the Board. In addition to other authority and duties provided under this ordinance, the Board has the following powers and duties:
 - 8.1. To control and manage the System.
 - 8.2. To sue and be sued.
 - 8.3. To execute contracts and other instruments necessary or convenient in the operation of the System.
 - 8.4. To purchase Mass Transit Facilities and other goods, services, and real estate reasonably necessary or convenient for the operation of the System.
 - 8.5. To dispose of surplus property at any time upon such terms and conditions that comply with Applicable Law.
 - 8.6. To invest funds not required for immediate disbursement in property, agreements, or securities legal for investment of public funds controlled by savings banks under applicable law.
 - 8.7. To obtain financial assistance.
 - 8.8. To provide for the insurance of a property, directors, officers, employees or operations of the System against any risk or hazard, and to self-insure or participate in joint self-insurance pools or entities to insure against such risk or hazard.
 - 8.9. To provide insurance benefits and similar programs and benefits by self-insurance or third-party insurance for the benefit of its employees.
 - 8.10. To provide one or more defined contribution of deferred compensation programs for its employees.

- 8.11. To enter into collective bargaining agreements with employees lawfully represented by an employee association or union.

9. Public engagement.

- 9.1. The Board shall hold at least one public hearing each year to get feedback on the services offered by the System. Reasonable efforts shall be undertaken to ensure the public hearing is set at a time and location that encourages public input.
- 9.2. The Board shall maintain a website and timely post information related to ridership and information required under section 4 of the Freedom of Information Act (5 ILCS 140/4).
- 9.3. The bylaws, any rules or policies required to be created in the Intergovernmental Agreement creating Connect Transit, and the policies of Connect Transit that impact service to passengers shall all be posted on its website. The Connect Transit policies deemed to impact service to passengers shall include the following policies, as maintained by Connect Transit, including Procurement, Title VI, American with Disabilities Act General, American with Disabilities Act Complementary Paratransit, and Section 5307 (Federal Funding) Program Requirements, as applicable. As feasible, Connect Transit is encouraged to post other policies, regulations and rules on its website that relate to the operation of the system.

10. Funding.

- 10.1. The Board shall be responsible for seeking funding for the System through the federal and state government and through other public and private grants.
- 10.2. The primary funding of the System will be from moneys received from federal and State government, other public and private grants, the collection of fares, advertisement revenue, and any other revenue derived from the operation of the System (collectively, the "System Revenues").
- 10.3. Connect Transit shall determine the amount in excess of the System Revenues necessary to fund the System for the next fiscal year ("Municipal Funding Amount"). On or before December 1 of each year, the Board shall provide the city manager of each Municipality a written notification of the estimated Municipal Funding Amount for the next fiscal year.
- 10.4. The City and the Town shall annually contribute to the Municipal Funding Amount, subject to the limitations of their own budgets, as each independently determines and controls. Each Municipality will be responsible for the payment of the percentage of the Municipal Funding Amount that is proportionate to that Municipality's population compared to the Municipalities' combined population, as determined by the most recent decennial census.
- 10.5. If the City or the Town decides that it will contribute less than the amount determined under section 10.4, then that Municipality shall notify the General Manager of Connect Transit and notify the city manager of the other Municipality of the reduced amount. This notice must be in writing and must be provided on or before February 1.

11. Tax exemptions.

- 11.1. It is intended that Connect Transit and the System will be exempt from all taxation in the same form and manner as are the City and the Town.
- 11.2. All property of the System is hereby declared to be public property devoted to an essential public and governmental function and purpose and will be exempt from all property taxes to the extent allowable by law.
- 11.3. Neither municipality shall impose municipal taxes or registration or license fees unless required to do so by State or federal law.

12. Budget.

- 12.1. The fiscal year of Connect Transit begins on July 1 unless the Board adopts a different fiscal year.
- 12.2. Each year, the Board shall approve an operating and capital budget for the next fiscal year.
- 12.3. If Connect Transit is required to reduce its services because a Municipality reduced its contribution of the Municipal Funding Amount under section 10.5, then, to the extent practical, Connect Transit shall reduce the services within the Municipality that reduced the contribution of the Municipal Funding Amount.
- 12.4. On or before December 1 of each year, the following shall be filed with the clerk of each Municipality: (1) a copy of the Board's preliminary proposed budget to be approved under section 12.2 for the next fiscal year; (2) the Board's proposed budget request from each Municipality for the upcoming fiscal year, including a detailed justification if a funding increase is requested; (3) a report showing all likely sources of funding and amounts, funding priorities, and details regarding any proposed changes in operations; and (4) an executive summary describing overall system performance and use
- 12.5. The proposed budget may be approved by the Board unless, both the City Council and the Town Council pass a resolution objecting to the proposed budget within sixty (60) days of filing. Upon the passage of such a resolution by each Municipality, Connect Transit shall approve a revised proposed budget, which must be filed with the clerk of each Municipality. The revised budget will take effect unless, at their respective next regular meeting, both the City Council and the Town Council pass a resolution objecting to the revised budget. The process will continue until a revised budget goes into effect without the objection of each Municipality.
- 12.6. Due to the differing fiscal years, nothing within this section shall prevent the Board from making minor adjustments in the preliminary proposed budget provided in Section 12.4 prior to its adoption by the Board. Minor adjustment shall be defined as 10% or less of an overall increase or decrease from the preliminary budget approved in Section 12.4. Any increase or decrease in excess of 10% shall be reported to the clerks of both Municipalities, in writing, before final adoption by the Board.

- 12.7. Once the budget becomes effective, the Board may not amend the budget to increase the budget by more than 10% without the advance approval of the City Council and the Town Council, which may be in the form of either a motion or formal resolution.

13. Annual Audit.

- 13.1. The Board shall cause an annual audit of its account to be made by a certified public accountant. The audit and reporting must comply with the requirements of the Governmental Account Audit Act (50 ILCS 310/).
- 13.2. Certified copies of all annual audit reports shall likewise be filed with the clerk of each Municipality and any other entity required by applicable law.

14. Reports to Municipalities.

- 14.1. At the request of the mayor or manager of either Municipality, Connect Transit shall provide a written report to said municipality containing potential items including, but not limited to: (i) progress associated with any working groups; (ii) clear, measurable and performance-based ridership data; (iii) how the municipality's tax dollars are being spent and if used to obtain matching funds; and (iv) any anticipated proposed changes in the level of the System's service.
- 14.2. Connect Transit shall submit an annual report to the city manager of each Municipality. The report shall contain: (i) the ridership data for the year; (ii) the Board's outreach and inclusion efforts over the year; (iii) compliance and updates on ADA issues; (iv) an executive summary of a comprehensive annual financial report; and (5) a 5-year plan for the future. The General Manager or his or her designee shall present the report at a public meeting of each Municipality.

15. Discontinuance.

- 15.1. If the Board determines that there is no longer a need for the System or that the continued operation of the System is not in the best interest of the public, then the Board may adopt a resolution certifying the need for the discontinuance of the System. The Board shall deliver a copy of the resolution to the clerk of each Municipality.
- 15.2. Upon the receipt of a resolution under section 15.1 or upon its own determination that the discontinuance of Connect Transit is in the best interest of the public, the City Council or the Town Council may adopt an ordinance to discontinue Connect Transit. Upon a Municipality's adoption of such an ordinance, the clerk of that Municipality shall submit a copy of the ordinance to the Board and to the clerk of the other Municipality. If both the City Council and the Town Council adopt such an ordinance, then Connect Transit will be discontinued. Upon discontinuance, the clerk of each Municipality shall forward a copy of that Municipality's discontinuance ordinance to any affected state or federal agency.
- 15.3. Upon the discontinuance of Connect Transit, after payment of all its debts and settlement of all obligations and claims, any funds remaining after the sale and disposition of its property, and otherwise on hand or in the System's accounts, will be disposed of pro-rata to the municipalities, based on the populations of the two municipalities as reported in the latest

decennial census, by payment to the treasurers of each Municipality, or as otherwise required by Applicable Law.

16. Publication. The clerk of each Municipality is hereby authorized and directed to publish this ordinance in pamphlet form as provided by law.
17. Effective date. This ordinance will take effect 10 days after its publication by each Municipality under section 16.
18. Authority. This ordinance is adopted under the home-rule authority of each Municipality.

This ordinance was passed by the City of Bloomington on _____ 2023 and adopted on _____ 2023

This ordinance was passed by the Town of Normal on _____ 2022 and adopted on _____ 2023.

CITY OF BLOOMINGTON

TOWN OF NORMAL

Mboka Mwilambwe, Mayor

Chris Koos, President

Attest:

Attest:

Leslie Smith-Yocum, City Clerk

Angie Huonker, Town Clerk



CONSENT AGENDA ITEM NO. 7.W.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 7

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: LKH II, Inc. (Applicant), located at 1107 W. Locust St., holds a Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License. Longtime bartender and bar manager at 1107 W. Bar & Grill, Erin Killian, will be purchasing the corporation from the current owners. There will be no other changes to the business besides a 100% ownership change. City Code requires that whenever a 5% change in ownership or more will occur for a license holder, the change must be approved by the Liquor Commissioner and at his discretion also approved by Council. The license holder is now seeking approval for the following change:

Current Ownership Structure: Tom Hubbard, 100%

Proposed Ownership Structure: Erin Killian, 100%

On June 13, 2023, the Liquor Commission approved the Change in Ownership as presented above and positively recommended it to Council for further consideration.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on June 4, 2023, in *The Pantagraph*. 19 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents); Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Emily Ohler, Asst. to the Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application](#)

[CLK 2C DRAFT Minutes](#)

June 14, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: LKH II, INC

D/B/A Name: 1107 WEST BAR & GRILL

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- Letter Outlining Change in Ownership, Signed by Both Parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Proof of DBA Registered with the State of IL or Letter Explaining no DBA
- Proof of Ownership
 - Stock Purchase Agreement
 - Real Estate Contract
- Article of Incorporation
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee
 - **Date Paid: 05/03/2023**

On File at the time of Submission:

- Computer Generated Site/Floor Plan
- Certificate/Proof of Good Standing with the State of IL

Establishment currently holds the following additional licenses:

- Video Gaming

Due before License Issuance:

- Insurance: Expires 6/1/2024
- Bond: Expires 4/24/2024
- ECD Inspection: TBD

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	LKH II Inc
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	1107 West BAR & GRILL
Legal Entity Address <i>(including City, State, and Zip)</i>	1107 West Locust
Legal Entity Phone Number	
Legal Entity Email Address	n/a
Establishment Address including Zip	1107 w Locust 61701
Establishment Phone Number	3095852216
Establishment Email Address	elmaub786@gmail.com
*Email Address for <u>ALL</u> City Communications:	elmaub786@gmail.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Erin Killian	Bloomington	il	61701
Phone Number	Email Address		
	elmaub786@gmail.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☒ Sole Proprietorship

☐ Partnership (Date of Formation: _____)

☐ Limited Liability Company (LLC)

☒ Corporation (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☒ Yes ☒ No ☒ N/A If Applicant is a Corporation or LLC: Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? If yes, please identify the individual(s) and explain: _____

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) ~~XPA, RB, XS~~ TAPS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
for a tavern
- If approved, how would the liquor license benefit the City and its residents? _____
yes, it will bring the community together for social gatherings
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
small acoustic bands
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ~~XXX~~ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
- If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6 AM	1 AM
Tuesday:	6 AM	1 AM
Wednesday:	6 AM	1 AM
Thursday:	6 AM	1 AM
Friday:	6 AM	2 AM
Saturday:	6 AM	2 AM
Sunday:	10 AM	1 AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
residential
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
NO
 - Is the area predominately residential, are they single or multi-family homes?
both
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
W. Locust st, N. Morris Ave, lumber St
- How much additional traffic is expected to be generated with a liquor license? _____
n/a
- Describe any and all on- and off-street parking: _____
on street parking down Morris
- How many establishments with liquor licenses are located within 500 ft. of the establishment? none



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Erin Killian

Owner

Name (Please Print)

Title

5/1/23

Date

Signature

The following item was presented:

Item 5. A. Public Hearing 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.

Commissioner Mwilambwe opened the Public Hearing at 4:02 p.m.

Erin Killian, the Proposed Owner, and Tom Hubbard, Current Owner, after being sworn in, addressed the Commission.

Commissioner Mwilambwe clarified with Ms. Killian that she was a Manager at the establishment for the last couple of years. Ms. Killian stated she was previously the Manager since the establishment opened in 2020 but left for seven months.

Commissioner Mwilambwe asked if Ms. Killian plans to keep the operation the same. Ms. Killian responded yes.

Commissioner Mwilambwe asked how many employees there were. Ms. Killian stated there were three bartenders and three cooks and she planned on keeping everyone who was employed.

Commissioner Mwilambwe asked what the capacity was. Mr. Hubbard stated the capacity was around 99.

Commissioner Meister asked what the hours would be. Ms. Killian responded that she planned to keep the hours from 10:00 a.m. to 11:00 p.m.

Commissioner Mwilambwe asked if everyone was BASSET trained. Ms. Killian responded yes.

George Boyle, Asst. Corporation Counsel, reported no concerns from Legal.

Paul Williams, Asst. Police Chief, clarified that Ms. Killian had at least three years of experience running a liquor establishment. Ms. Killian responded that she had been in the food service industry for 15 years and had previously managed Mugsy's.

Commissioner Mwilambwe closed the Public Hearing at 4:10 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Oasis Nails, LLC, to be located at 2103 N. Veteran's Pkwy, Ste. 324, requesting the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:12 p.m.

Long Nguy, Proposed Owner, after being sworn in, addressed the Commission.



CONSENT AGENDA ITEM NO. 7.X.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Keg Grove Brewing Company, LLC (Applicant) has applied for a Class FM (Farmer's Market) Liquor License. If approved, sampling and selling of beer under the license will only occur during the City's Downtown Farmer's Market. In review of the application, the Applicant has been tentatively accepted as a Farmer's Market vendor by the Economic & Community Development Department.

On June 13, 2023, the Liquor Commission held a public hearing regarding the application and voted to positively recommend the application for formal consideration by City Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on June 8, 2023 in *The Pantagraph*.

FINANCIAL IMPACT: The current annual license fee for a Class FM Liquor License is \$100 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Emily Ohler, Asst. to the Records & Licensing Specialist

ATTACHMENTS:

CLK 3B Application
CLK 3C DRAFT Minutes

June 14, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: KEG GROVE BREWING COMPANY, LLC

D/B/A Name: KEG GROVE BREWING COMPANY

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Certificate/Proof of Good Standing with the State of IL
- Certificate of Liability Insurance
- Copy of IL Liquor License
- Copy of Local Liquor License
- Paid \$400 Application Fee
 - **Date Paid: 06/06/2023**

Establishment currently holds the following additional licenses:

- TBPS (Tavern, Beer & Wine Only, with Package and Sunday Sales)
 - Expires 12/31/2023

Due before License Issuance:

- Insurance: Expires 1/19/2024
- Bond: Expires 8/25/2023

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



FARMER'S MARKET LIQUOR LICENSE APPLICATION

Prior to applying, applicants **must**:

1. Review Chapter 6: Alcoholic Beverages of the Bloomington City Code (<https://ecode360.com/34403863>).
2. Be tentatively accepted into the City of Bloomington-sponsored Farmer's Market by the Economic & Community Development Team.

Type of Alcohol to be Sold: ☒ Beer Only ☐ Liquor Only ☐ Beer & Liquor

Applicant Business Contact Information:

Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Keg Grove Brewing Company, LLC
Doing Business As (DBA)	Keg Grove Brewing Company
Address (including City, State, and Zip)	712 E Empire St, Bloomington, IL, 61701
Phone Number	309-287-6913
Email Address	jeffm@keggrovebrewing.com
Establishment's Address (including zip)	712 E Empire St, Bloomington, IL, 61701
Phone Number	309-287-6913
Email Address	jeffm@keggrovebrewing.com
*Email Address for ALL City Communication:	jeffm@keggrovebrewing.com

**All City communication related to this application and/or the resulting license, if approved, will be sent via email to the email designated above and it is the responsibility of the business to notify the City of any changes to the email or this application.*

Primary Contact:

Name (First & Last)	City	State	Zip
Jeffrey Mroz	Bloomington	IL	61701
Cell Phone Number	Email Address		
309-287-6913	jeffm@keggrovebrewing.com		

Status of Business Information:

1. Check the box which corresponds to the business' filing with the IL Secretary of State:

- ☐ Sole Partnership ☐ Partnership
☒ Limited Liability Company (LLC) ☐ Corporation (Inc. or Corp.)

Date of Formation: 04/05/2017

2. Provide the names, ages, addresses, and percent of ownership/stock for each owner/partner/member. If you need more space, please attach an additional sheet.

Name	Age	Address	Percent
Jeffrey Mroz	47	[REDACTED]	36
Tyler Cox	37	[REDACTED]	26



3. **If the Applicant is a Corporation or LLC:** Is any individual owning more than 5% of the stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residency? *If yes, please identify the individual(s) and explain:*
No

Business Owners/Operators/Officers/Members:

The questions contained in this application apply equally to all business owners, operators, partners, officers, or members of the applicant business. *If more space is needed to answer any question completely, please attach the additional information.*

- ☒ Yes ☐ No Are they at least 21 years of age?
- ☒ Yes ☐ No Are they citizens of the United States?
- ☐ Yes ☒ No Have they been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations)?
- ☐ Yes ☒ No Have they ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
- ☐ Yes ☒ No Have they ever been convicted of pandering, or any other crime opposed to decency and morality?
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages?
- ☒ Yes ☐ No Is the establishment eligible for an Illinois State Retail Liquor Dealer's license?
- ☒ Yes ☐ No Have they ever held a liquor license?
- ☐ Yes ☒ No Have they ever been found guilty of violating Bloomington's Liquor Ordinance?
- ☐ Yes ☒ No Have they ever had a liquor license revoked?
- ☐ Yes ☒ No Have they ever had a similar application denied?

If you answered "Yes" to any question above other than age, citizenship, or the establishment's eligibility to hold a State license, please explain:

We currently hold a Bloomington Liquor License for our taproom.

Vendor Responsibility:

- ☒ Yes ☐ No Have you applied to be a Farmer's Market Vendor with the Economic & Community Development Department?



It is a requirement to be an approved vendor with the Economic & Community Development Department to be eligible for a Farmer's Market Liquor License. For more information about the vendor process, please contact a Downtown Development Specialist at farmersmarket@cityblm.org.

Please provide any additional information believed to be significant to this application:

[We have been approved for the market.](#)

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above-listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my knowledge and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times of operation, that all BASSET certificates will be kept on-premises, and made available upon request by any law enforcement personnel.
6. I have submitted and been tentatively approved to be a vendor at the City of Bloomington-sponsored Farmer's Market by the Economic & Community Development Department.

[Jeffrey Mroz](#)

Name (Please Print)

[Managing Member](#)

Title

[06/02/2023](#)

Date

Signature

stated that it was an island in the middle of the premises and he plans to use it for the bar area.

Mr. McAllister also stated that if there were mixed drinks to be served, the Health Department would need to be involved.

Asst. Police Chief Williams asked if there would be a lounge area for people who were waiting to receive services. Mr. Nguy responded that it would be mostly for people getting work done, but there would be a waiting area as well.

Commissioner Meister asked when they plan to open. Mr. Nguy answered Labor Day weekend.

Commissioner Mwilambwe closed the Public Hearing at 4:22 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. C. Public Hearing 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.

George Boyle, Asst. Corporation Counsel recused himself at 4:23 p.m. due to a conflict of interest with the establishment. Chris Spanos, Corporation Counsel, sat in his place.

Commissioner Mwilambwe opened the Public Hearing at 4:24 p.m.

Jeffrey Mroz, Manager, after being sworn in, addressed the Commission.

Commissioner Meister clarified that there would be small samples served. Mr. Mroz responded yes, and that there would be four packs of beer to go.

Commissioner Meister asked if there would be wristbands or identification checks. Mr. Mroz stated they would ID people only and that people would just consume and go.

Commissioner Meister asked if everyone was BASSET Certified. Mr. Mroz answered yes.

Commissioner Mwilambwe asked how long they have been in business. Mr. Mroz responded 5 years.

Commissioner Mwilambwe closed the Public Hearing at 4:28 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

George Boyle, Asst. Corporation Counsel, returned and Chris Spanos, Corporation Counsel, stepped out at 4:28 PM



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: June 26, 2023

WARD IMPACTED: City-Wide Impact

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

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 5b. City decisions consistent with plans and policies

BACKGROUND: On February 7, 2022, Council Member Mollie Ward submitted an Agenda Initiative proposing to create a special commission to develop a comprehensive plan to address the issue of gun violence locally. A majority of Council at the meeting voted to have the Initiative placed on a future City Council agenda for further discussion. On April 18, 2022, City Manager, Tim Gleason, presented an update on a Department of Commerce and Economic Opportunity ("DCEO") Grant available to the City for violence prevention. Council approved multiple programs, as well as purchases in 2023 as a result of the City receiving a DCEO Grant in the amount of \$500,000 that furthered the gun violence safety efforts. Additional discussion on the Initiative took place at the Committee of the Whole meeting on June 19, 2023, at which time there was a consensus to bring a formal proposal forward at a future meeting.

In working with Council Member Ward, an Ordinance is being presented for consideration and action that will create a Special Commission for Safe Communities. The purpose of the Commission will be to: (1) collect, evaluate, and assess data on gun violence and weapons violations within the City; (2) identify patterns and underlying causes of gun violence and weapons violations within the City; and (3) provide specific recommendations about how the City might address identified issues. The Commission will be made up of nine members from community stakeholders and/or those with an expertise in the area of gun violence.

As to deliverables, the Commission will be required to give a progress report to the City Council within six months of formation and required to provide actionable recommendations no later than 12 months after its formation. A final report is to be made no later than two years after its formation, at which point the City Council will decide whether to keep the Commission in existence.

While the City has been fortunate to have lower rates of gun violence than many peer communities, even one instance of gun violence is too much. To ensure the well-being of all

residents, as well as to continue the prosperity and growth of the community, it is imperative that the City keep gun violence down. Accordingly, it is hoped this Commission will serve to make a safe community even safer.

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: Jeff Jurgens, Deputy City Manager

ATTACHMENTS:

[CLK 4B Ordinance](#)

[CLK 4C Council Initiative](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE ESTABLISHING A SPECIAL COMMISSION FOR SAFE COMMUNITIES

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City is deeply committed to promoting public safety and preventing incidents of gun violence within the community; and

WHEREAS, in all communities, gun violence poses a significant threat to the well-being and security of residents, resulting in tragic loss of life, physical and emotional harm, and long-lasting community impacts; and

WHEREAS, addressing the complex issue of gun violence requires a comprehensive and collaborative approach involving community stakeholders, law enforcement agencies, public health experts, education institutions, and other relevant entities and units of government; and

WHEREAS, establishing a Special Commission for Safe Communities (“Special Commission”) dedicated to reducing gun violence will enable the City to focus its efforts, gather expertise, and develop evidence-based strategies to prevent and mitigate the harmful effects of gun-related incidents; and

WHEREAS, the Special Commission will serve as a platform for community engagement, encouraging input and collaboration from residents, organizations, and experts, and fostering a sense of shared responsibility for addressing gun violence; and

WHEREAS, the Special Commission will provide valuable recommendations and guidance to the City Council in shaping policies, allocating resources, and implementing programs aimed at reducing gun violence and creating safer communities.

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. That a Special Commission on Safe Communities is hereby established as set forth in Exhibit A.

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 be effective immediately after its passage, approval, and publication as required by law, and shall cease to be in full force and effect two years after the first meeting of the Special Commission on Safe Communities unless further extended or repealed sooner by the City Council.

PASSED this 26th day of June 2023.

APPROVED this _____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

SPECIAL COMMISSION FOR SAFE COMMUNITIES

I. Establishment & Purpose

The Special Commission for Safe Communities (hereinafter “Special Commission”) is hereby established as an advisory body to the Bloomington City Council to help enhance community safety by reducing gun violence. To achieve the City’s goal, the Commission will:

- A. Collect, evaluate, and assess data on gun violence and weapons violations within the Bloomington area.
- B. Identify patterns and underlying causes of gun violence and weapons violations within the Bloomington area.
- C. Provide specific recommendations about how the City might address identified issues.

II. Composition

- A. The Special Commission shall consist of nine members appointed by the Mayor with the advice and consent of the City Council.
- B. Members shall serve for a two-year term.
- C. The chair and a vice-chair of the Special Commission shall be selected amongst the members of the Special Commission.
- D. A majority of the sitting members of the Special Commission shall constitute a quorum.
- E. Members shall serve until their successors are appointed and confirmed, unless removed from office.

III. Qualifications for membership

- A. Members shall be representatives of community stakeholders from any of the organizations listed below and/or shall have relevant experience in the area of gun violence or other applicable areas of expertise. The identified community stakeholders of which the City seeks collaboration on this initiative includes:
 - a. District 87
 - b. Faith communities
 - c. Mental health professionals
 - d. Mid-Central Community Action
 - e. Moms Demand Action
 - f. NAACP
 - g. Not In Our Town
 - h. Project Oz
 - i. Restorative Practices
 - j. West Bloomington Revitalization Project
 - k. YWCA; and/or
 - l. Other local groups, institutions, and government entities with relevant expertise.

- B. Members with a special expertise in the area of gun violence or expertise's in other applicable areas are not required to be residents of the City of Bloomington.

IV. Recommendations to City Council

- A. The Special Commission shall present a progress report to the City Council within six months of its formation and shall provide recommendations for actionable items to the City Council no later than 12 months after its formation. The Commission shall thereafter make other progress reports and recommendations at least semi-annually thereafter.
- B. The Special Commission shall present a report of its final recommendations to the City Council no later than two years from its inception.
- C. Said reports shall be reviewed and considered by the City Council for further action.
- D. At the submission of the 2-year report, City Council shall determine whether this Special Commission should continue as a permanent commission or conclude its work.

V. Meetings

- A. The Special Commission shall be subject to the Illinois Open Meetings Act and shall set a regular meeting schedule.
- B. All Special Commission meetings shall be open to the public except when closed as provided in the Open Meetings Act and all other applicable state and local laws. Meetings will include opportunity for the general public to voice concerns and to provide recommendations.

VI. Staff assistance

The City Manager shall assign staff to assist the Special Commission with its orientation and functions and to serve as a conduit to the City Manager.



**MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Ward 7 Alderwoman Mollie Ward

PROPOSED INITIATIVE:

That a Special Commission be created to develop a comprehensive plan to address the issue of gun violence locally by analyzing the scope of the issue and making recommendations for how to make our community a safer place for all. This commission would be culturally diverse and multi-disciplinary, drawing on the wisdom of experts and community members alike and including representation from non-profits, academia, and faith communities as well as governmental agencies.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE, INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

- ☒ Nominal (less than 5 hours)
☐ Moderate (5 to 10 hours)
☐ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: unknown

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

- ☐ Yes
☒ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

n/a

M.C. Ward

eSigned via SeamlessDocs.com

Key: 8e44c1dfbc3400bc6e48f408eea20982

SPONSOR SIGNATURE

02/07/2022

DATE SUBMITTED