City of Bloomington Illinois

CITY OF BLOOMINGTON

CITY COUNCIL - REGULAR SESSION MEETING

MAY 22, 2023

CITY OF Bloomington ILLINOIS

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, MAY 22, 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. **Public Comment**

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

6. **Recognition/Appointments**

   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. *(Recommended Motion: None; presentation only.) (Presentation by Jamal Simington, Chief of Police, 5 minutes.)*

   B. Proclamation for National Public Works Week, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

   C. Proclamation for Historic Preservation Month, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

   D. Proclamation for Emergency Medical Services (EMS) Week, as requested by the Administration Department. *(Recommended Motion: None, recognition only.)*

   E. Proclamation for Gun Violence Awareness Day, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

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 April 24, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

B. Consideration and Action to Approve 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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

M. Consideration and Action on an Ordinance Amending Chapter 35 Regarding the Composition of the Bloomington Police Department, as requested by the Police Department. *(Recommended Motion: The proposed Ordinance be approved.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

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.)*

8. Regular Agenda

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. *(Recommended Motion: The proposed Ordinance be Approved.) (Presentation by Tim Gleason, City Manager, and Billy Tyus, Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*

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. *(Recommended Motion: None; presentation only.) (Presentation by Kevin Kothe, Director of Public Works, and Craig Shonkwiler, Assistant Director of Public Works, 30 Minutes; and City Council Discussion, 30 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. 6.A.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: None; presentation only.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the probationary period for Police Officer Molly Monahan.

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

City of Bloomington Police Department


City Hall & Police Station Circa 1882

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

Molly M. Monahan

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the twenty-eigth of June, two thousand and twenty one.
As Evidence thereof, we set our hand and seal

Mboka Mwilambwe
Mayor

Jamal Simington
Chief

Tim Gleason
City Manager

Leslie Yocum
City Clerk

CITY OF Bloomington ILLINOIS

RECOGNITION/APPOINTMENTS ITEM NO. 6.B.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; recognition only.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

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

CITY OF Bloomington ILLINOIS

Mayoral Proclamation
Recognizing May 21-27, 2023
As National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Bloomington, Illinois; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our residents; and

WHEREAS, it is in the public interest for the residents, civic leaders, and children in Bloomington, to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Mayor Mboka Mwilambwe, do hereby proclaim May 21-27, 2023, as National Public Works Week. I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Mboka Mwilambwe
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 6.C.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Historic Preservation Month, 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 Proclamation is a public statement that brings attention to factors that affect our community.

In addition, the City website has been updated to include an interactive timeline and brief history of the City's Historic Preservation Regulations and the creation of the Historic Preservation Commission. This should assist the community in understanding the City's long history of preserving and protecting areas and structures of special historic or cultural significance.

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 Proclamation

CITY OF Bloomington ILLINOIS

Mayoral Proclamation

Recognizing May as Historic Preservation Month and Honoring The Members of the Historic Preservation Commission

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the theme for National Preservation Month 2023, “People Saving Places,” is a national high-five to everyone doing the great work of saving places—in ways big and small—and inspiring others to do the same; and

WHEREAS, the Bloomington Historic Preservation Commission was created 40 years ago and has since been convened by dozens of committed and passionate volunteers; and

WHEREAS, the City of Bloomington has been a Certified Local Government since 1985, demonstrating a long-term commitment to working with State and Federal partners to uphold national historic preservation standards; and

WHEREAS, the historic Bloomington Central Business District, constructed primarily between 1842-1942, is listed on the National Register of Historic Places for both historic and architectural significance; and

WHEREAS, the City of Bloomington partners with organizations throughout the community to celebrate and implement a thriving downtown revitalization program in Historic Downtown, including First Fridays, the Downtown Farmer’s Market, Small Business Saturday, networking events, promotional events, and the Harriet Fuller Rust Façade Grant program; and

WHEREAS, the City of Bloomington is celebrating 18 years as a Main Street City, with more than 130 locally owned businesses and two active renovation projects; and

WHEREAS, the City of Bloomington, through our Code, our financial commitments, and our celebrations of place, supports historic preservation efforts throughout the year.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington Illinois, do proclaim May 2023 as National Preservation Month, and do call upon the people of Bloomington to join other communities across the nation in recognizing and participating in this observance.

Mboka Mwilambwe
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 6.D.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Emergency Medical Services (EMS) Week, as requested by the Administration Department.

RECOMMENDED MOTION: None, recognition only.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4a. Residents feeling safe in their homes and neighborhoods

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: Eric West, Fire Chief

ATTACHMENTS:
ADM 3B Proclamation

CITY OF Bloomington ILLINOIS

Mayoral Proclamation

EMS WEEK

Where **Emergency Care** Begins

May 21-27, 2023

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim the week of May 21 - 27, 2023, as EMERGENCY MEDICAL SERVICES WEEK. I encourage the community to observe this week and the EMS Strong theme: Where Emergency Care Begins, with appropriate programs, ceremonies, and activities.

Mboka Mwilambwe
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 6.E.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Gun Violence Awareness 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 5b. City decisions consistent with plans and policies

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 4B Proclamation

Mayoral Proclamation
National Gun Violence Awareness Day

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000-gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Illinois, has an average of 1,622-gun deaths every year, with a rate of 12.9 deaths per 100,000 people, a crisis that costs the state 18.6 billion each year; and

WHEREAS, cities across the nation, including Bloomington, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for our Second Amendment rights goes together with keeping guns away from people with dangerous histories; and

WHEREAS, law enforcement officers, in partnership with local violence intervention activists and resources, know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep the community safe; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya Pendleton and other victims of gun violence and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the city of Bloomington recognize the first Friday in June, June 2, 2023, to be National Gun Violence Awareness Day. I encourage all residents to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Mboka Mwilambwe
Mayor

Leslie Yocum
City Clerk

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 meeting minutes provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, meeting 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, meeting minutes are available for public inspection and posted to the City's website within ten (10) days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B Minutes

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

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

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 6.A. Recognition of Outgoing City Council Members Jeff Crabill, Julie Emig, De Urban, and Grant Walch, as requested by the Administration Department.

Mayor Mwilambwe recognized the following outgoing City Council Members for their service to the community and presented a plaque to each: (1) Jeff Crabill (2019 - 2023); (2) Julie Emig (2019 - 2023); (3) De Urban (2021 - 2023); and (4) Grant Walch (2022 - 2023).

Public Comment

Mayor Mwilambwe read a public comment procedure statement. No emailed public comment was received. The following provided public comment: (1) Surena Fish; (2) Gary Lambert; (3) Scott Stimeling; and (4) Debra Johnson.

Recognition/Appointments Continued

The following item was presented:

Item 6.B. Proclamation for Arbor Day, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation for Arbor Day and Dave Lamb, Assistant Superintendent of Park Maintenance, was present to accept it.

The following item was presented:

Item 6.C. Proclamation for EID-UL-FITR Day, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation for EID-UL-FITR Day and Faisal Rashid was present to accept it.

The following item was presented:

Item 6.D. Recognition of Boards & Commissions Appointments and Reappointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointments/reappointments of: (1) Emma Meyer, Historic Preservation Commission; (2) Sarah Lindenbaum, Historic Preservation Commission; (3) Ross Webb, Zoning Board of Appeals; and (4) Tom Krieger, Planning Commission.

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

Item 7.A. Consideration and Action to Approve the Minutes of the March 27, 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 $8,239,497.28, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action to Approve Funding for Fiscal Year 2024 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the amount of $118,000, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Public Works Department. (Recommended Motion: The proposed Funding be approved.)

Item 7.E. Consideration and Action to Approve the Purchase of 308 Gun Safes from Premier and Companies, Inc. in the Amount of $ 59,997.80, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration and Action on the Purchase of Professional Services, Hardware, Licensing, and Installation of an Access Control System at Fire Headquarters and Fire Station #6 Through Tronicom, Inc., for a Total Amount of $ 85,722, as requested by the Information Technology Department, and the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.G. Consideration and Action on a Resolution Approving an Agreement Amendment with Henson Disposal, Inc. for Excavation Materials Disposal (Bid #2020 -35) in the Amount of $40 per Ton of Excavation Materials, as requested by the Public Works Department, N/A. (Recommended Motion: The proposed Resolution be approved.)

Item 7.H. Consideration and Action to Approve the Proposal of Insurance and Client Services Agreement with Arthur J. Gallagher from May 1, 2023, to April 30, 2024, in the

Amount of $ 1,435,953, as requested by the Human Resources Department. (Recommended Motion: The proposed Agreement and Proposal of Insurance be approved.)

Item 7.I. Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Street, Alley, and Sidewalk Maintenance Project (Bid #2023-28) in the Amount of $250,700, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.J. Consideration and Action to Approve an Agreement with George Gildner, Inc. for the Fiscal Year 2024 Utility Maintenance Project (Bid #2023-26) in the Amount of $2,294,800, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.K. Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year 2024 Traffic Signal Maintenance Project (Bid #2023-27), in the Amount of $158,925, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.L. Consideration and Action to Approve a Contract with Midwest Fiber, Inc. for Single Stream Recycling (RFP #2023-29) with a Variable Cost per Ton, Depending on the Number of Tons, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.M. Consideration and Action to Approve a Contract with Gateway Pyrotechnics Productions, LLC of St. Louis, MO for the Purchase of Fireworks Displays for the Annual 4th of July Celebration in Miller Park for Years 2023 through 2025 for a Total of $115,908.75, as requested by the Parks & Recreation Department, and the Administration Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.N. Consideration and Action on a Contract with Mississippi Lime Company for the Purchase and Delivery of Granulated Quicklime and Liquid Hydrated Lime, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.O. Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2023 -20) in the Amount of $250 per Ton Delivered, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.P. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with T. Kirk Brush, Inc. for Brush Disposal (RFP #2023-24) in the Amount of $8.50 per Cubic Yard of Brush, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.Q. 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 15 Shoal Creek Court, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.R. Consideration and Action on an Ordinance Approving the Vacation of a Public Utility Easement and a Storm Water Detention and Drainage Easement, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.S. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 5 in Access Park Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.T. was pulled from the Consent Agenda by Council Member Crabill.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from the Consent Agenda

The following item was presented:

Item 7.T. Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Schedule of Fees, as requested by the City Clerk Department.

Council Member Crabill and Mrs. Yocum discussed the plan for her Department to audit the 28 license types they manage during the summer of 2023. Mrs. Yocum shared that staff would present to Council recommendations for elimination of antiquated licenses, as well as other proposals. She noted the Item before Council only addressed Schedule of Fees updates.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action to Approve a Contract for the Machinist Lodge 1000, as requested by the Human Resources Department, and the Public Works Department.

City Manager, Tim Gleason, introduced the Item and highlighted key changes negotiated in the contract. He then thanked Lodge 1000 union members and City staff that had been involved in negotiations for their collaborative efforts on the contract.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The following item was presented:

Item 8.B. Consideration and Action on a Resolution Approving 202 West Market Street as the Location for Connect Transit's New Downtown Transfer Station, as requested by the Administration Department.

City Manager Gleason introduced the Item and explained the Resolution signified the City's agreement that the current Market Street Garage (Garage) would become home of Connect Transit's new Downtown Transfer Station. He noted the significant involvement and consideration that Council would have in the project in the future and then recognized Connect Transit Staff, as well as those appointed to the Connect Transit Board by the City.

Council Member Emig discussed various opportunities and collaborative options available in selecting the Market Street Parking Garage as the Transfer Station site.

Council Member Walch expressed concern in approving the Item without a site plan. City Manager Gleason explained the development process and stressed that considerations for examination of the site would come before Council in the future.

Council Member Boelen provided an overview of research and community outreach she'd completed. She expressed concerns with costs and removal of the Garage.

Council Member Ward made a motion, seconded by Council Member Crabill, to extend Council discussion time by 10 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

City Manager Gleason discussed costs to maintain and repair the Garage, as compared to costs to incorporate the Garage with the Transfer Station development.

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

Council Member Ward supported the Item citing the need to develop a solid transportation system for the future while being fiscally and ethically responsible.

Council Member Crumpler expressed support for the Item.

Council Member Montney and City Manager Gleason discussed process and potential financial implications should the site change. City Manager Gleason stressed the importance of staff continuing to keep the community informed of the project's development.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

NAYES: Walch, Boelen

Motion carried.

The following item was presented:

Item 8.C. Consideration for Approval of Americans with Disabilities (ADA) Transition Plan, as requested by the Administration Department.

City Manager Gleason briefly discussed history of the Item and noted staff's desire to update the City's Americans with Disabilities ("ADA") Transition Plan. He also noted Council Member Ward having had submitted a Council Initiative regarding the topic a few years ago.

Michael Hurt, Chief Diversity & Inclusion Officer, provided an overview of the Plan.

Council Member Crumpler thanked staff and celebrated the City's commitment to the community.

Council Member Crumpler made a motion, seconded by Council Member Crabill, to approve the Item as presented.

Council Member Crabill echoed thanks to staff and noted collaboration with the community. He challenged staff to make the Transfer Station as accessible as possible.

Council Member Ward expressed gratitude for the work that went into the Plan.

Mayor Mwilambwe discussed his travels and commended the City for focusing on being accessible to all.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The following item was presented:

Item 8.D. Consideration and Action on an Ordinance Amending Chapters 16 of the City Code Implementing New Equal Opportunity Initiatives and Goals for City Contracts and Amending Chapter 22.2 Regarding Equal Employment, as requested by the Administration Department.

City Manager Gleason celebrated Council's vision and explained how the Item encouraged collaboration with minority-owned businesses as vendors with the City. He was proud the City was taking steps to expand its diversity and inclusion efforts.

Mr. Hurt highlighted the proposal and addressed concerns explaining that staff would make good faith efforts to encourage contracts with vendors.

Council Member Crabill confirmed with Mr. Hurt that a company database would be utilized, and then discussed in detail the proposed requirements.

Council Member Walch appreciated staff's due diligence in drafting the Ordinance.

Council Member Montney confirmed specific requirements of the proposal, as well as the good faith effort theory for working with vendors.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Finance Director's Report

Scott Rathbun, Finance Director, reminded the community of the lag in reporting taxes. He discussed major tax revenues for Fiscal Year (FY) 2023 and compared year-to-date figures to projected budget figures. He highlighted significant changes and presented expenditures while noting expected delay impacts to expenses due to supply costs. He reminded the community where to locate his presentations on the City's website.

Council Member Montney and Mr. Rathbun discussed percentage increases of FYs 2023 and 2024. She stressed the importance of offering the same or better services at lower rates and asked for future updates on creative efforts by staff.

Council Member Walch commended Mr. Rathbun and his staff for their reporting.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown, as well as the recent Wiz Khalifa concert. He thanked outgoing Council for their significant contributions.

Mayor's Discussion

Mayor Mwilambwe reiterated thanks to the outgoing Council Members and noted the upcoming orientation for the incoming Council Members.

Council Member's Discussion

Council Member Walch thanked Mayor Mwilambwe for his appointment. He recognized the incoming Council Members for their initiative to become involved in the community.

Council Member Becker echoed appreciation for the outgoing Council Members. He described the Criminal Justice Committee and their collaboration to care for residents.

Council Member Boelen echoed appreciation for the outgoing Council Members. She then recognized the beginning of the National Medical Laboratory Professionals Week.

Council Members Montney and Crumpler echoed appreciation to outgoing Council. Council Member Crumpler then thanked the Bloomington Fire Department for their response to a recent apartment fire.

Council Member Emig expressed gratitude for the opportunity to serve the community. She briefly discussed accomplishments she was part of during her tenure.

Council Member Crabill echoed gratitude for the opportunity to serve the community. He expressed appreciation to City administration, staff, and fellow Council Members.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 6:58 p.m.

CITY OF BLOOMINGTON	ATTEST
________________________	________________________
Mboka Mwilambwe, Mayor	Amanda Stutsman, Deputy City Clerk

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 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 $16,408,886.75 (Payroll total $2,983,256.82, Accounts Payable total $13,178,813.89, Bank Transfers total $89,244.39, and Procurement Card Purchases total $157,571.65).

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 Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/5/2023	$ 2,431,323.97	$ 551,932.85	$ 2,983,256.82
Off Cycle Adjustments			
		PAYROLL TOTAL	**$ 2,983,256.82**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/22/2023	AP General	$ 10,039,750.01
5/22/2023	AP JMScott	$ 667,364.68
5/22/2023	AP Comm Devel	$ 43,295.04
	AP IHDA	
5/22/2023	AP Library	$ 2,395,216.78
	AP MFT	
5/10/23-5/12/23	Out of Cycle	$ 33,187.38
4/3/23-5/8/23	AP Bank Transfers	$ 89,244.39
	AP TOTAL	**$ 13,268,058.28**

PCARDS

Date Range	
3/2/23-4/3/23	$157,571.65
PCARD TOTAL	**$157,571.65**

GRAND TOTAL	**$ 16,408,886.75**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

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

Planning Commission: David Lewis to the Planning Commission. David's appointment is effective immediately, with an expiration date of 4-30-26.

Planning Commission: William Peradotti to the Planning Commission. William's appointment is effective immediately, with an expiration date of 4-30-24.

Cultural Commission: Cindy Termuende to the Cultural Commission. Cindy's appointment is effective immediately, with an expiration date of 4-30-26.

Building Board of Appeals: Jerome Kelleher to the Building Board of Appeals. Jerome's reappointment is effective immediately, with an expiration date of 4-30-26.

Historic Preservation Commission: Paul Scharnett and John Elterich to the Historic Preservation Commission. The reappointments are effective immediately, with an expiration date of 4-30-26.

Human Relations Commission: Uma Kailasam to the Human Relations Commission. Uma's reappointment is effective immediately, with an expiration date of 4-30-26.

Japan Sister Cities Committee: Brenda Guest to the Japan Sister Cities Committee. Brenda's reappointment is effective immediately, with an expiration date of 4-30-26.

Planning Commission: Anna Patino to the Planning Commission. Anna's reappointment is effective immediately, with an expiration date of 4-30-26.

Transportation Commission: Lauren Pruter and Elicssha Sanders to the Transportation Commission. The reappointments are effective immediately, with an expiration date of 4-

30-26.

Zoning Board of Appeals: Tim Foley to the Zoning Board of Appeals. Tim's reappointment is effective immediately, with an expiration date of 4-30-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 5B Building Board of Appeals
ADM 5C Cultural Commission
ADM 5D Historic Preservation Commission
ADM 5E Human Relations Commission
ADM 5F Japan Sister Cities
ADM 5G Planning Commission
ADM 5H Transportation Commission
ADM 5I Zoning Board of Appeals

Building Board of Appeals

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

Cultural Commission

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

Historic Preservation Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Architect & Vice-Chair	Paul	Scharnett	4/30/2023	4/27/2020	2017
Active	Attorney	John	Elterich	4/30/2023	11/22/2021	2021
Active	Chair	Greg	Koos	4/30/2025	5/23/2022	2020
Active	Comissioner	Sara	Lindenbaum	4/30/2025	5/1/2023	2023
Active	Commission	Kim	Miller	4/30/2023	4/25/2022	2022
Active	Commissioner	Dawn	Peters	4/30/2024	4/12/2021	2020
Active	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023

Human Relations Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Hold Over	Chair	Rhonda	Smith	4/30/2023	4/27/2020	2011
Hold Over	Commissioner	Kiranmayi (Kiran)	Konam	4/30/2023	4/27/2020	2014
Active	Commissioner	Anthony	Jones	4/30/2024	3/22/2021	2016
Hold Over	Commissioner	Ky	Ajayi	4/30/2022	4/22/2019	2019
Hold Over	Commissioner	Netia	Carey	4/30/2023	4/27/2020	2020
Active	Commissioner	Uma	Kailasam	4/30/2023	11/22/2021	2021
Vacancy	Commissioner			4/30/2025		

Japan Sister Cities Committee

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant				4/30/2023		
Vacant				4/30/2023		
Vacant				4/30/2024		
Active	Committee Member	Ken	Ota	4/30/2025	6/27/2022	2016
Active	Committee Member	Kyle	Silver	4/30/2023	3/27/2017	2016
Active	Committee Member	Brenda	Guest	4/30/2023	4/13/2020	2018
Active	Committee Member	Dawn	McBride	4/30/2024	4/26/2021	2018
Active	Committee Member	Steven	Campbell	4/30/2024	4/26/2021	2021
Active	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023
Active	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023

Planning Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Chair	Tyson	Mohr	4/30/2024	4/12/2021	2018
Active	Commissioner	Brady	Sant Amour	4/30/2025	6/27/2022	2021
Active	Commissioner	Thomas	Krieger	4/30/2026	4/10/2023	2017
Active	Commissioner	Mark	Muehleck	4/30/2023	4/27/2020	2017
Hold Over	Commissioner	Justin	Boyd	4/30/2022	4/22/2019	2016
Active	Commissioner	Jackie	Beyer	4/30/2025	5/23/2022	2022
Active	Commissioner	Goverdhan	Galpali	4/30/2024	1/10/2022	2022
Active	Commissioner	Anna	Patino	4/30/2023	2/14/2022	2022
Vacant	Commissioner			4/30/2024		
Vacant	Commissioner			4/30/2026		

Transportation Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Chair	Edward	Breitweiser	4/30/2025	8/22/2022	2019
Active	Commissioner	John	Corey	4/30/2023	4/27/2020	2019
Active	Commissioner	Elicssha	Sanders	4/30/2023	4/27/2020	2020
Active	Commissioner	Terry	Berk	4/30/2024	7/11/2022	2022
Active	Commissioner	Lauren	Pruter	4/30/2023	11/28/2022	2022
Active	Commissioner	Joseph	Blaney	4/30/2024	9/27/2021	2021
Vacant	Commissioner (disabled or serve disabled member)			4/30/2024		

Zoning Board of Appeals

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Board Member	Terry	Ballantini	4/30/2024	3/22/2021	2018
Active	Board Member	Victoria	Harris	4/30/2023	4/13/2020	2017
Active	Board Member	Nikki	Williams	4/30/2025	5/23/2022	2020
Active	Board Member	Zachary	Zwaga	4/30/2025	7/11/2022	2022
Active	Board Member	Tim	Foley	4/30/2023	11/28/2022	2022
Active	Board Member	Ross	Webb	4/30/2026	5/1/2023	2023
Active	Chair	Michael	Straza	4/30/2023	4/13/2020	2020

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 7

SUBJECT: 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.

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

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

BACKGROUND: The City released a formal bid on Thursday, April 6, 2023, for the O'Neil Park & Pool Landscape Project. The City received one (1) bid on Tuesday, May 2, 2023, from F&W Lawncare & Landscaping, a local firm, for a total price of $435,750. The City had planned to use a private grant to pay for this project.

Parks & Recreation Staff reviewed the bid submission and determined that it is in the best interest of the City to look at alternative solutions that may be more cost-effective for the project. Staff are working with Williams Architects to redesign the project removing some of the options while still maintaining a design that will be aesthetically pleasing and fit with the rest of the O'Neil Park and Pool project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was released in the Pantagraph and on OpenGov on April 6, 2023.

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: Derri Kerrick, Parks Project Manager

ATTACHMENTS:
PARKS 1B Bid Tabulation - Bid #2023-32

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

EVALUATION TABULATION

ITB No. Bid #2023-32

O'Neil Park & Pool Landscape Project

RESPONSE DEADLINE: May 2, 2023 at 10:00 am

Report Generated: Wednesday, May 10, 2023

BID #2023-32 O'NEIL PARK & POOL LANDSCAPE PROJECT

Base Bid

Vendor	Total
F & W Lawn Care and Landscaping Co.	$435,750.00

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

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: The City released a formal bid on Friday, January 27, 2023, for the demolition of the vacant property located at 831-833 W. Jackson Street in Bloomington that was destroyed due to a fire on December 10, 2022. The City received three bids on Monday, February 13, 2023, with Dave Capodice Excavating, Inc. being the lowest bid at $69,900.

The City has recently discovered some unforeseen legal actions and the Legal Department suggested all bids be rejected at this time. The Economic and Community Development Department may rebid this project at a later date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was published in *The Pantagragh* on January 27, 2023. Dave Capodice Excavating, Inc., Boward Brothers Farm and Excavating, LLC, and River City Demolition, Inc. all submitted bids.

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: Misty Shafer, Procurement Specialist

ATTACHMENTS:
E&CD 1B Bid Tabulation - Bid #2023-22

City of Bloomington

Procurement

Carla Murillo, Procurement Manager

115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2023-22

Demolition Work at 831-833 W Jackson Street

RESPONSE DEADLINE: February 13, 2023 at 10:00 am

Report Generated: Monday, February 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Dave Capodice Excavating	$69,900.00
Boward Brothers Farm and Excavating LLC	$98,492.40
River City Demolition, INC	$133,000.00

DEMOLITION WORK AT 831-833 JACKSON STREET

Bidder must submit a bid for all of the bid line items or the bid submission will be considered to be non-responsive and not considered for award of the project. The City retains the right to choose all, none or some of the bid line items as is in the best interest of the City. Bidder agrees to hold all pricing for ninety (90) days from the bid due date not including the day of the bid opening.

					Boward Brothers Farm and Excavating LLC		Dave Capodice Excavating		River City Demolition, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Demolition and removal of debris (above and below grade).	1	LS	$48,640.00	$48,640.00	$25,150.00	$25,150.00	$55,000.00	$55,000.00

					Boward Brothers Farm and Excavating LLC		Dave Capodice Excavating		River City Demolition, INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Wet Demolition costs	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$9,500.00	$9,500.00
X	3	Removal and disposal of concrete sidewalks and driveways	1	LS	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$9,700.00	$9,700.00
X	4	Fill material and final grading costs	1	LS	$35,852.40	$35,852.40	$23,250.00	$23,250.00	$46,000.00	$46,000.00
X	5	Seeding after final grading cost	1	LS	$3,000.00	$3,000.00	$500.00	$500.00	$2,200.00	$2,200.00
X	6	Disconnect and removal of existing water service cost	1	LS	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00
X	7	Disconnect and removal of existing sewer lateral service cost	1	LS	$1,000.00	$1,000.00	$500.00	$500.00	$600.00	$600.00
X	8	Erosion and sediment control barrier cost	1	LS	$1,000.00	$1,000.00	$500.00	$500.00	$2,500.00	$2,500.00
Total						$98,492.40		$69,900.00		$133,000.00

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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: City staff seek approval to enter into an agreement with Ferguson Enterprises, LLC, for the Ferguson Back Office Solution application. On February 28, 2005 City Council approved Resolution 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in the region.

In August 2019, staff performed the Meter Services Program Evaluation, which examined the Meter Change-out Program to locate and improve upon efficiencies that save the Water Division time and money. As part of the evaluation, staff studied the meter change-out process and found that implementation and scheduling software would improve customer service and create efficiencies in the meter installation process.

In January 2020, Council approved an agreement with Ferguson Enterprises for the Ferguson Back Office Solution. The software assists with scheduling meter change-outs and tracks meter inventory. Customers receive one or more letters (depending on their response) and can either reach out to Ferguson's call center or access an online portal to schedule appointments. Under the agreement, Ferguson attempts to schedule a set number of appointments as determined by Public Works. Ferguson charges the City for an account after up to three separate mailings and one phone call are made to a customer. Staff anticipates a 70% success rate based on the current success rate.

Once an appointment is scheduled, work orders become available to the Meter Services Section's technicians in the field. The Technicians perform the work, and the information is transferred to utility billing software via an import file. The Back Office Solution application will remove the need to manually enter each meter replacement, which will increase efficiencies by reducing staff time and possible data entry errors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, funds are included in FY 2024 Budget under the Water Meter Services-Other Purchased Services account (50100150-70690). Stakeholders can locate is in the FY 2024 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 99.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. (Provide quality public infrastructure within the City to protect public health, safety and the environment); and Objective UEW-1.5. (Reliable water supply and distribution system that meets the needs of current and future residents).

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:
PW 1B Agreement
PW 1C Limited Source Justification Letter
PW 1D Sole Source Letter
PW 1E Overview

City of Bloomington, IL ("Buyer") and **FERGUSON ENTERPRISES, INC.** ("Seller") enter into this Installation Services Agreement ("Agreement") effective as of April 21st, 2023 products and services made by or through the Buyer from the Seller on or after the effective date. No other terms and conditions or modifications contrary to the Terms set forth herein covering the services shall be effective unless accepted in writing and signed by a duly authorized officer of both parties. The parties acknowledge that standard business forms may be used to facilitate processing orders including but not limited to quotations, acknowledgements, invoices, purchase orders and delivery tickets jointly referred to as "Standard Form." However, the Terms herein shall supersede any such terms and conditions that may appear on any such Standard Form other than scope of services, price, payment terms and delivery schedule, as set forth on Attachment A (as may be amended by the parties from time to time).

1. **LIENS:** Seller shall have no mechanic's lien rights.

2. **COMPLIANCE WITH LAWS/REGULATIONS:** Seller shall abide by workplace safety regulations, including OSHA regulations as applicable. MSDS, if applicable, shall be made available upon request of Buyer. Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended. Seller is not and shall not be bound by or liable under or pursuant to any prime contract or similar agreement, specification or requirement between Buyer and any third party, including, but not limited to, the owner of any property.

3. **INSURANCE/BONDS:** Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain 1) Worker's Compensation coverage as required by applicable state law, 2) $4 million in general liability insurance, and 3) $5 million in automobile liability coverage. At any time, Buyer may request certificate of insurance indicating coverage in effect. Seller is not bound to pay any premium or other fee to an OCIP or CCIP type insurance program. Unless expressly provided in Seller's quotation to Buyer, payment and performance bonds are not to be provided by Seller.

4. **INDEMNIFICATION:** Seller shall indemnify Buyer from any loss, damage, claim, suit, liability, judgment or expense to the extent caused by Seller's negligence. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

5. **WARRANTY:**

   a) INSTALLATION WARRANTY: For those products installed by Seller, for a period of one (1) year from installation or first use or occupancy by end user (whichever occurs later and in no event longer than eighteen (18) months from date of installation), Seller warrants that services performed by Seller hereunder shall be provided in a professional and workmanlike manner and in full compliance with local code. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services. This Installation Warranty does not apply if there is evidence of abuse, acts of God or misuse by Buyer or a third party.

   b) PRODUCT WARRANTY: All manufacturers' warranties shall be made available to Buyer or end user. Seller shall coordinate manufacturer warranty service with the end user at Buyer's request. The sole warranty applicable to installation service provided (as applicable) is delineated as Installation Warranty (see above). Product warranties are solely from the respective manufacturer. With respect to the underlying products, **THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.** All manufacturers' warranty and service obligations shall be for the benefit of the Buyer or end user.

6. **SCHEDULE:** Buyer shall provide schedule updates to Seller and Seller requests a minimum of thirty (30) days advance notice for shipment/scheduling changes. Buyer and Seller shall coordinate the scheduling of all activities. Seller shall perform all work during normal business hours. Buyer requests for Seller to work overtime are subject to price adjustment to be mutually agreed.

7. **BUYER'S OBLIGATIONS:**

   a) Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products and services.

b) Buyer shall work with the private property owners to provide Seller with access to job site and facilities deemed necessary by Seller to provide the products and services.

c) Buyer must identify any overhead surface or underground wire cable, pipe, conduit, channel or other obstruction or impediment that could adversely affect, restrict or prevent Seller's provisions of the products and services.

d) Buyer must appoint a Buyer contact for the Seller consultant or project manager furnishing the products and services. This contact, or designated alternate, must be available on site or by phone at all times that products and services are being provided by Seller. Buyer contact must have the authority to resolve matters and coordinate the resolution of any problems.

e) If during the performance of its obligations under the assignment, Seller or Seller's subcontractors encounter asbestos or other such hazardous substances or conditions, Seller or Seller's subcontractors will promptly cease work activities and notify Buyer. Seller or Seller's subcontractors are not required to continue performance before the removal or containment of such substances. In the event that the property owner does not provide for the removal or containment of such substance and Seller deems in its reasonable discretion that the physical conditions are unsafe, Seller may refuse to complete the work at the location(s) in question.

f) Buyer shall be solely responsible for verification and approval of all materials, equipment, supplies and related products (and quantities of same) ordered relating to the products and services. Upon completion, Buyer shall inspect the products and services within a reasonable time of delivery of the service, which time shall not to exceed five (5) business days.

g) Buyer shall perform any test reasonably necessary to determine faulty workmanship or installation.

h) Buyer shall provide Seller notice of rejection within five (5) days of the service date of any faulty workmanship or installation. After the five (5) day period, Buyer shall be deemed to have irrevocably accepted the products and services, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products or services for any reason or to revoke acceptance. Buyer hereby agrees that such five-(5) day period is a reasonable amount of time for such inspection and rejection.

8. **RETURNS:** The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the repair or replacement of the merchandise, subject to the manufacturer's inspection and warranty. Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, and (iii) will not cause an overstock condition at Seller's servicing facility. Buyer's surplus job returns, and those not meeting the above conditions, will be evaluated on an individual basis after Buyer has contacted Seller. Special orders or non-stock items may be returned only if the manufacturer will accept the return, subject to restock, shipping, and handling fees

9. **MANUFACTURER DOCUMENTATION:** Manufacturer's Product Data, Literature, Shop Drawings, and Submittals to be provided to Buyer upon request. Owner's manuals and similar end-user documentation shall be provided to Buyer, or placed in dwelling unit, as per request.

10. **PAYMENT TO SELLER:** Buyer agrees to pay for the services set forth on Attachment A according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. There shall be no retainage. Seller reserves the right to rescind the extension of credit to Buyer should Buyer's account become delinquent or should there be a change in the Buyer's creditworthiness (Seller to be the sole determiner of creditworthiness of Buyer). Should Seller pursue collection due to non-payment by Buyer, Buyer does hereby agree to reimburse Seller all costs of collection, including attorney fees.

11. **SCHEDULE:** Seller will make a good faith effort to meet the estimated delivery schedule set forth in Attachment A. Local resource availability may affect the ability of Seller to deliver services in some locations. Therefore, Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to perform, whether or not such loss or damage was made known to Seller.

12. **FORCE MAJEURE:** Seller shall not be responsible for non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental or indirect damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

13. **TAXES:** The amount of any sales, excise or other taxes, if any, applicable to products or installation services shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

14. **SET-OFF:** Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

15. **SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

16. **ASSIGNMENT AND SUBCONTRACTING:** Seller shall not assign this contract except to an affiliate owned and controlled by or under common ownership and control with Seller. Seller may subcontract installation services upon notice to Buyer. In the event Seller subcontracts installation services, each subcontractor shall be required to meet the insurance requirements set forth herein and Seller shall remain liable for all obligations hereunder notwithstanding such subcontracting.

17. **ENTIRE AGREEMENT:** This document along with Buyer's Credit Application with Seller and Seller's Bid/Quotation and Invoice constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale. No course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the facility manager of the Seller's servicing location. All transactions shall be governed solely by the terms and conditions contained herein.

18. **GOVERNING LAW:** This transaction shall be governed in all respects by the laws of state where delivery occurred or was scheduled to occur (excluding choice of law provisions).

19. **AGREED:** The parties have read, understood, and agree to the terms and conditions herein as evidenced by the signature of their authorized representatives below. This Agreement shall continue in effect unless terminated in writing by either party.

City of Bloomington, IL	**FERGUSON ENTERPRISES, INC.**
By: ______	By: ______
Printed Name: ______	Printed Name: Ryan Rupp
Title: ______	Title: Area Sales Manager
Date: ______	Date: 4/21/2023

Attachment A

Services/Scope of Services:

Seller agrees to provide the following services (as indicated by an "X") as back office administrative support:

Public Education

_X_ Seller will provide an Internet link which will house information about the upcoming meter/MIU project.

Customer Notification & Appointment Scheduling

_X_ Seller will conduct a mailing campaign of up to one (3) Notices per utility customer to schedule a meter/MIU change-out appointment. Seller will supply the notifications and the postage. Buyer will approve the
text of the notifications, prior to mailing.

_X_ Seller will provide a 24/7 call center where utility customers can call a toll-free number to schedule an
appointment. Seller will also provide a secure website access where utility customers can logon and schedule their appointment.

_X_ Seller will provide the Buyer with secure "read only" access to its proprietary installation database software, to review progress in scheduling appointments. All notifications to utility customers will be tracked by Seller's software.

Data Integration

_X_ The Seller will be required to provide two Android Smartphones. Additional phones as needed will be provided for an additional monthly charge of $60 each. If Buyer's chooses to use their own Android Smart Phones, the phones must be equipped with adequate Internet access and data packages, to support the installation and normal operation of the Seller's proprietary installation database software. The Seller will load its application onto the Buyer's Smartphones. Once the meter/MIU installations are completed, the Buyer's access to the Seller's proprietary software will be disabled. Should any of Seller's Android devices become lost or damaged, they will be repaired or replaced at the Buyer's expense.

_X_ The Seller will fully cooperate with the Buyer in developing a download/upload of utility customer information between the Buyer's utility billing software and the Seller's installation database software. The Buyer is ultimately responsible for any and all costs that are incurred from the utility billing software company or 3rd party consultant for creating the transfer file.

_X_ Once the download/upload of data has been tested and verified, Seller will assist the Buyer in analyzing the population of accounts to be changed-out and developing an installation schedule.

_X_ Seller will assist the Buyer in loading the inventory of meters/MIUs to be installed into the installation
database software.

Installation Coordination

_X_ Seller will train the Buyer's installers on the use of the Seller's software. The Buyer has chosen to activate the following functions of the Seller's software:

- _X_ Capture of time-stamped digital photos during installation.
- _X_ Capture of GPS coordinates at the location of the meter/MIU.
- _X_ Onsite surveys to be completed by field personnel.
- _X_ Signature capture from utility customers at the conclusion of the install is optional.
- _X_ Assignment of an "install code" for sorting/analyzing completed installs.

_X_ Seller will monitor appointment scheduling by utility customers and assist the Buyer in managing its installers' daily scheduling.

_X_ Seller will perform an ongoing electronic review of data that is captured in the field as part of the meter/MIU change-out. Discrepancies will be flagged. Seller will assist the Buyer in review and resolution of the situation. Once discrepancies have been resolved, the data from the completed install will be sent in a predetermined format for loading into the Buyer's utility billing software.

Pricing and Payment Terms:

Given the fact that our scope of work described above is administrative in nature, and distinctly separate from the actual Meter, MIU or Retrofit installation, our pricing is based on the number of utility customers accounts that are imported and managed through our proprietary database software, not the number of completed installs. Buyer will invoiced monthly for the accounts that have started the mailing process and for any remaining accounts at the end of the project year.

Pricing for 2023 project is based on approximately 4500 accounts. This project pricing is good for 1 year.

Unit Description	Project Quantity	Unit Price	Ext Sale $
Account Managed for Meter/Miu/Retrofit Installations	4500	26.00	$117,000.00

Payment terms are Net 10th Prox.

Delivery Schedule:

Material must be onsite prior to mailing

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Ferguson Enterprises 1227	Amount: $117,000	Date: 4/26/23

Description of item/services: Ferguson Back Office Inventory Management & Scheduling Solution

Justification:The Public Works Department operates an annual Water Meter Installation Program to change out old meters pursuant to Strategic Plan and Comprehensive Plan goals. In 2005, City Council identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system and therefore needs to purchase and install Neptune meters. Ferguson Enterprises is the only distributor of Neptune products in this region. The Public Works Department has purchased meters from Ferguson Enterprises since 2005.

Ferguson Enterprises now offers a Back Office Inventory Management and Scheduling Solution for the Neptune meters we utilize. The back office solution will assist Public Works in many ways, such as-Online scheduling and customer call center, Provides customer mailings and reporting options, Ability to capture and catalog meter data that enables additional system evaluation, Reducing mulitiple data entry points and user errors. The Public Works Departments is recommending purchasing the Back Office Inventory Management and Scheduling Solution. The Public Works Department is budgeting $117,000 for FY 2024.

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

5/8/2023

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington, CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2023.05.08 14:21:42-05'00'
Foxit PDF Editor Version: 12.1.1

5/8/2023

Name and Signature of Purchasing Agent or Designee Date

 Revised: 08/13/2019

NEPTUNE
TECHNOLOGY GROUP

April 10, 2023

Mr. Nick O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref.: FERGUSON WATERWORKS - Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that FERGUSON WATERWORKS, is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment and software, Neptune water meters, meter interface units and Neptune parts.

FERGUSON is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local FERGUSON representative, T.J. Rodebaugh at 815-341-4772, your local Neptune representative, Pat Prasifka at 334-391-6128.

Sincerely,

Patrick Prasifka
District Manager

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

Fergusons Project Management Team + Bloomington's Team =

Project Success!

Proven Products

Proven Partners

Proven Processes

Proven Project Management

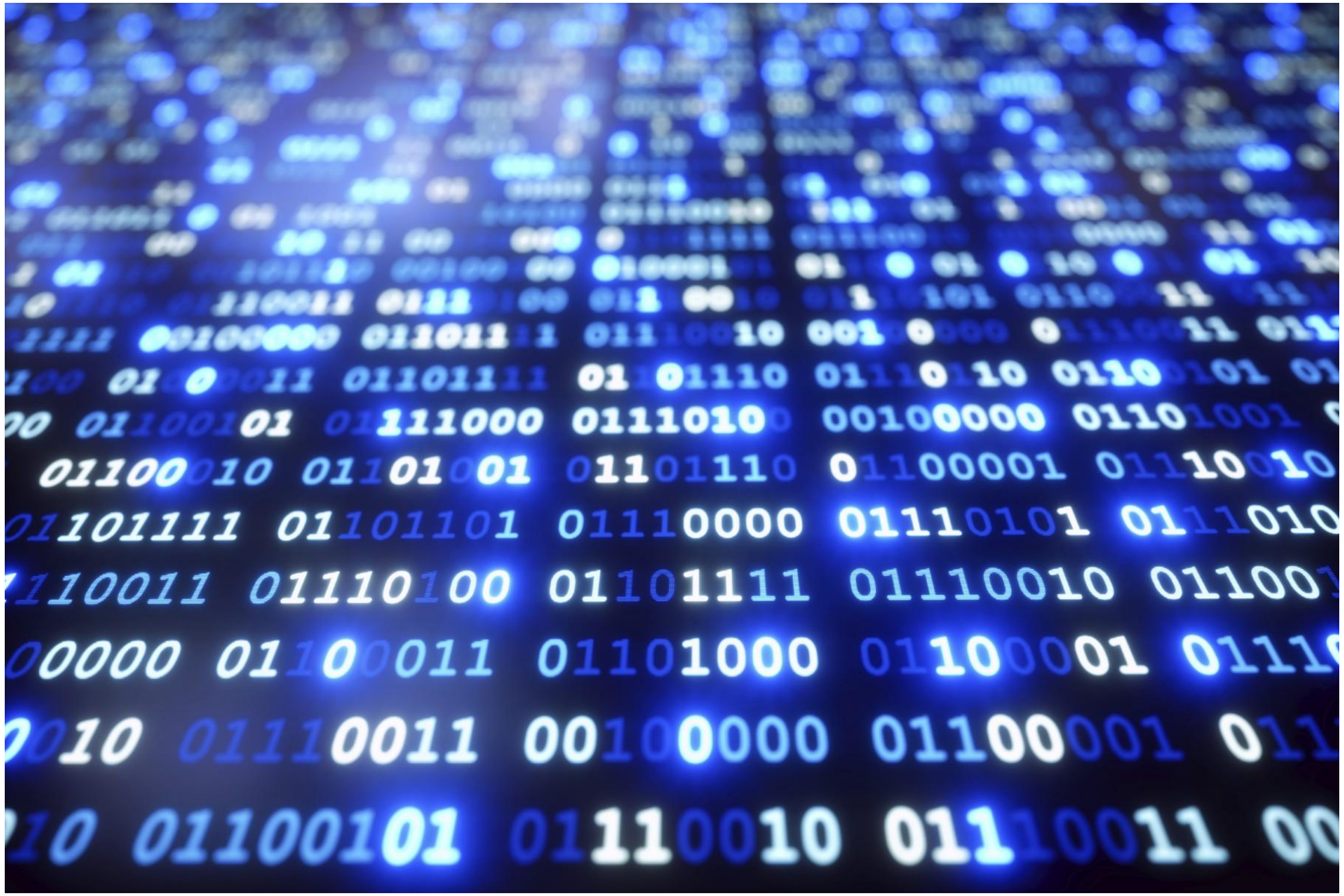
Customer Notifications and Scheduling

- All printing, stuffing, and postage costs for up to (3) unique mailings per unscheduled customer.
- Notification Tracking
- Installation web page link- FAQ, installer bios, and online appointment scheduling
- Toll Scheduling line
- Appointment reminder calls
- Schedule management

Mobile Data Capture and Integration

- (2) Provided Android devices provided equipped with sufficient data.
- Customizable mobile workflow
- Minimal manual entry
- Customer sign-off
- Appointment notes

Data Management



- Real-time inventory monitoring and tracking.
- Real-time meter change out data review.
- Digital photo capture during installation.
- GPS Capture (phone accuracy).
- Line type and size survey question.
- Automated mass meter changeout files = seamless transfer of field data into the Utility Billing Software. *UB charges may apply.
- Custom reports and project statistics.
- Project management tracking software

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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, Public Works will enter into an agreement with Fehr Graham for on-call professional engineering services. The City issued a Request for Statement of Qualifications for On-Call Professional Engineering Services on February 9, 2023 and received four (4) proposals on February 23, 2023 of which none were local firms.

A committee of City staff made up of representatives from Procurement and Public Works reviewed, interviewed, and ranked the four professional firms who submitted interest in providing professional services to the City. The committee performed a qualification-based selection process and determined Fehr Graham to be the most qualified firm to do the work and best met the City's needs. Based on Fehr Graham's selection, they were asked to submit a proposal for scope and fees. The vendor was chosen using a qualifications-based selection process and, therefore, the City's local preference policy does not apply.

Fehr Graham will provide technical, project management, and review services necessary to bring numerous processes and projects to completion. Six phases of work were identified by city staff:

- Phase 1 - Subdivision and Site Development Review
- Phase 2 - Road and Bridge Project Management
- Phase 3 - DCEO Assistance and Project Management
- Phase 4 - Construction Observation
- Phase 5 - Miscellaneous On-Call Services
- Phase 6 - General Project Management and Coordination

The agreement will break out the specific costs associated with each of the phases in a total not to exceed amount of $475,692.

This engagement is being sought due to challenges the City is having filling engineering staff positions. While those challenges should result in reductions/offsets in related compensation expenditure categories, a budget amendment for the full amount is being proposed to provide the City flexibility in fulfilling the engineering services needed to bring numerous projects to completion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Statement of Qualifications was advertised in *The Pantagraph* and on *OpenGov* on February 9, 2023.

FINANCIAL IMPACT: If approved, the FY 2024 Budget will be amended and the City will enter into an agreement with Fehr Graham for On-Call Professional Engineering Services (RFQ #2023-25), in the amount not to exceed $475,692 utilizing General Fund balance. These services will be paid out of the Engineering-Other Professional & Technical Services account (10016210-70220). Specific details on the budget amendment can be found in the "Exhibit".

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: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:
PW 2B Resolution
PW 2C Ordinance
PW 2D Ordinance Exhibit A

RESOLUTION NO. 2023 - ____

A RESOLUTION APPROVING A CONTRACT FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the City issued a Request for Statement of Qualifications for On-Call Professional Engineering Services on February 9, 2023, and received four (4) proposals on February 23, 2023; and

WHEREAS, after a qualification-based selection process, the City determined that Fehr Graham was the most qualified firm to do the work and best met the City's needs; and

WHEREAS, Fehr Graham will be used to provide technical, project management, and review services necessary to bring numerous process and City projects to completion; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve a contract with Fehr Graham for on-call professional engineering services.

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

That the recitals set forth above are incorporated herein, a contract with Fehr Graham for on-call professional engineering services is approved, and the City Manager is authorized to enter into a contract, and execute any related documents, with Fehr Graham, in an amount not to exceed $475,692.00, upon legal review, and approval of the contractual documents.

PASSED this 22nd day of May 2023.

APPROVED this_____day of May 2023.

CITY OF BLOOMINGTON | ATTEST

______________________________ | ______________________________

Mboka Mwilambwe, Mayor | Leslie Smith-Yocum, City Clerk

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 increase the FY 2024 Budget, for the Engineering Department for an agreement with Fehr Graham for On-Call Professional Engineering Services (RFQ #2023-25), in the Amount Not to Exceed $475,692, as requested by the Engineering 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 22nd day of May 2023.

APPROVED this ____ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
______________________________	______________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description		Amount
10010010-40000	General	Use of Fund Balance	$	(475,692.00)
10016210-70220	General	Engineering-Other Professional & Technical Services	$	475,692.00
		Net Transaction:	$	-

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 Zoo currently utilizes the University of Illinois College of Veterinary Medicine for veterinary services at the Miller Park Zoo and the current contract expires on June 30, 2023. The new three-year contract would extend through June 30, 2026, and proposes $755 per visit and an annual rate increase, not to exceed $40 per visit fee in each year effective July 1.

The bid waiver is requested because this contract provides veterinary care for the animal collection at the Miller Park Zoo. The animal collection at the Zoo requires an expertise that not many in the country possess. The veterinarian must possess a wide range of specialized expertise across all types of animals. On any given day of rounds, a veterinarian will treat a diverse and unique collection of animals at the Miller Park Zoo. Department staff believes this contract meets all of the foreseeable needs of the Zoo's animals.

The Miller Park Zoo staff feel the University of Illinois College of Veterinary Medicine is the best option for the Zoo based on price, knowledge, and expertise. Zoo Staff have been pleased with the level of care and service previously provided by the University of Illinois Veterinary Service team.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: University of Illinois

FINANCIAL IMPACT: The FY 2024 Miller Park Zoo budget has $100,000 in the Miller Park Zoo - Veterinary Services account (10014136-70040) for veterinary services with the University of Illinois. The Agreement states not to exceed $250,000 annually, however, the Department budgeted $100,000 in FY 2024 and anticipates this will meet the financial obligations for veterinary services provided under this contract at Miller Park Zoo in FY 2024. Stakeholders can locate the FY 2024 amount 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 2B Resolution
PARKS 2C Agreement

RESOLUTION NO. 2023 - ____

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

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

WHEREAS, the Parks and Recreation Department's Miller Park Zoo currently utilizes the University of Illinois College of Veterinary Medicine and receives expert service and fair pricing; and

WHEREAS, the University of Illinois College of Medicine's staff possess a wide range of expertise across all types of animals found at Miller Park Zoo; and

WHEREAS, in any given day of rounds, veterinarians will treat a diverse and unique collection of animals at Miller Park Zoo; and

WHEREAS, Staff believe utilizing the bid waiver process and entering into an agreement with the University of Illinois College of Veterinary Medicine for veterinary services for the next three years, through June 30, 2026, with a not to exceed $40 increase per visit to be effective July 1 annually is in the best interest of the City; and

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

That the recitals set forth above are incorporated herein, the formal bid requirements waived, and the City Manager is authorized to execute the Zoo Services Agreement between the Board of Trustees of the University of Illinois on behalf of its College of Veterinary Medicine Veterinary Teaching Hospital and the City of Bloomington for Veterinary Services at Miller Park Zoo.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of Month 2023.

CITY OF BLOOMINGTON	ATTEST
______________________	______________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

ZOO SERVICES AGREEMENT

This Zoo Services Agreement is between The Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois, on behalf of its College of Veterinary Medicine Veterinary Teaching Hospital located at the University of Illinois at Urbana-Champaign (“Illinois”), and City of Bloomington on behalf of Miller Park Zoo (“Client”) with its principal office at 109 East Olive Street, Bloomington, Illinois 61701.

1.0 The parties previously entered into a Veterinary Services Agreement on July 15, 2021 (“Previous Agreements”). Previous Agreements shall terminate upon the first to occur of the following: (i) the Effective Date of this Zoo Services Agreement as defined in Section 8.0 herein; or (ii) the termination or expiration date set forth in the Previous Agreements. Upon full execution of this Zoo Services Agreement, any and all active statements of work (as may have been amended) from the Previous Agreements shall migrate under and be governed by this Zoo Services Service Agreement, which shall also include the terms contained in any additional exhibits, appendices, annexes, or other attachments attached as of Effective Date or that will be attached in the future.

2.0 PURPOSE

Client desires to engage the expertise of Illinois to perform certain services as described below ("Services"). Illinois has determined that performing the Services will promote one or more of the Illinois’ missions of public service, research, teaching, and economic development.

3.0 SCOPE OF SERVICES

3.1 On-site/regular visits:

3.1.1 Routine, non-emergency services for the list of animals provided by Client for each upcoming visit, including health examinations, evaluations, case management updates, discussion of diagnostic samples and necropsy and/or pathology results, and animal transfer preparation (including quarantine and pre-shipment evaluations and health certificate form competition).

3.1.2 One one-hour presentation(s) for Client staff on zoonosis awareness, to be scheduled during normal zoo visits.

3.1.3 One one-hour presentation(s) for Client staff on annual mortality events, to be scheduled during normal zoo visits.

3.1.4 Development of preventative medicine guidelines for animals.

3.1.5 Guidance to Client's staff to assist with identifying the list of animals to be seen during each visit, via printed preventative health schedule.

3.1.6 Upon request by Client, and in consultation with relevant Client staff, provide recommendations regarding medical equipment, medication, nutrition and the overall design and implementation of veterinary care at Client's facilities.

3.1.7 Assist Client in development of animal handling and emergency chemical restraint protocols. Provide senior Animal Care staff with annual training and oversight for Emergency Response implementation of chemical restraint protocols (under veterinary direction).

3.2 Inventory/Accreditation:

3.2.1 Quarterly inventory and record-keeping of all controlled drugs supervised by qualified Veterinarian (named below in section 12) in conjunction with full-time Client staff. Discrepancies in the inventory are reconciled and/or reported to the DEA by the license-holding veterinarian of Illinois whose license was used for the purchase of the controlled substances.

3.2.2 The Illinois appointed DVM is to maintain DEA and state-controlled drug license for Client's site.

3.2.3 Client will maintain Association of Zoos & Aquariums (AZA) accreditation and a valid, current USDA license. Illinois will assist Client with reviewing submissions to AZA, USDA, and for local and federal permits/reports as requested.

3.2.4 In consultation with Client staff, provide advice regarding enrichment and animal welfare programmatic development and review.

3.3 Off-Site:

3.3.1 Maintenance of records via EMR (ZIMS and SANDI).

3.3.2 Scheduled remote patient care follow up (i.e., oral followed with written confirmation as well as email communication).

3.3.3 Coordinating transfer of animals between institutions for up to one hour of veterinary engagement off site per week.

3.3.4 Daily review of email communication to address veterinary related zoo business.

3.4 Purchase of Controlled Substances

The Illinois appointed DVM shall assist Client with the purchase of controlled substances for the Client's facility. The controlled substances shall be maintained under the Illinois appointed DVM DEA license holder. The license holder will ultimately be responsible for the accountability of the controlled substances at the Client's facility.

4.0 EXCLUSION AND LIMITATION

The Services to be provided and the fees payable under this Agreement will not include services provided directly at the Illinois Veterinary Teaching Hospital. It is understood that hospital services are outside the scope of this Agreement and if required by Client, such services will be provided according to the normal procedure and fees payable to obtain hospital services.

5.0 ON-SITE SERVICE SCHEDULE

5.1 Unless otherwise agreed in writing, Illinois will perform on-site services according to the following schedule, excluding any period that the Parties have agreed that no service will be provided ("no service days"):

Service Period	Duration	Estimated number of visits

Scheduled visits	Up to 5 hours per day on zoo grounds.	Up to 8 days in each month(s) or up to 78 visits per year.
Unscheduled/ emergency on-site visits	Up to 2.5 hours per day for half-a-day and up to 5 hours per day for a full day.	Upon request by client

5.2 Cancellation. Client may cancel up to 4 visits annually without replacement. Replacement consists of diagnostic evaluation and/or treatment of at least one Client animal at the Illinois Veterinary Teaching Hospital or Illinois Vet Med South Clinic, to be quoted and charged as per hospital policy.

5.3 Emergency On-site Visits. Services for emergency-on-site visits will be limited to those animals that require actual emergency services.

6.0 COMPENSATION

6.1 RATES. Client will compensate Illinois for all Services performed as follows:

Description	Rate/Unit	Amount
Scheduled Visits for up to 5 hours on zoo grounds per day for each visit.	Per Visit	$755.00
Visits which extend beyond 5 hours on zoo grounds.	Per Hour charged in 15-minute increments.	$100.00
Time and commitment more than 1 hour to coordinate transfer of animals between institutions.	Per Hour charged in 15-minute increments.	$100.00
Unscheduled/emergency visits (up to 2.5hoursper day).	Per visit	$500.00
Unscheduled/emergency visits (up to 5 hoursper day).	Per visit	$1000.00
Emergency phone case consultations with animal care staff	As needed	included

Unless otherwise agreed by written amendment, total compensation payable byclient for Services will not exceed $250,000 in each year.

6.2 Fees for Specialty Visits. Fees and costs associated with specialty visits approved by Client in advance, the use of specialty equipment authorized by client and fees associated with diagnostic and therapeutic services, supplies and pharmaceutical items requested by Client are outside the scope of this agreement. Illinois will provide Client with an estimate of the cost associated with these supplies and types of services and the estimated costs prior to providing these services and/or supplies.

Client will confirm all requests for these services in writing as soon as is reasonably practicable and agrees that until such confirmation is received by Illinois, Illinois will be under no obligation to provide services of the type specified in this section 5.2.

6.3 Payment Schedule. Illinois will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred according to the following schedule:

Within 30 days of its receipt of invoice, Client will remit the total due to Illinois at the address indicated on the invoice. Illinois will not pay interest on Client funds advanced or otherwise held on deposit.

6.4 Rate Review. The compensation payable to Illinois under this Agreement in each financial year following the effective date of this agreement is subject to an annual rate increase, not to exceed $40 per visit fee in each year. The rate increase will become effective on July 1 each year.

6.5 Late Payments. Illinois will assess a Late Payment Charge of 1.5% per month (18% per annum), plus a $2 past due charge per month, on all past due balances. Illinois may refer Client's past due account for collection and may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs.

6.6 Suspension of Services. Illinois may suspend performance of Services upon five days' written notice for Client's failure to make timely payments. Illinois will resume performance upon Client's payment of all monies owed to Illinois, provided that Client is not otherwise in default of its obligations under this Agreement.

7.0 TERM AND TERMINATION

7.1 Term. This Agreement takes effect on the date of last signature appearing below and expires on June 30, 2026 unless terminated or renewed by the parties. The term, including renewals, shall not exceed 5 years.

7.2 Renewal Options. The parties may renew this Agreement only by written amendment.

7.3 Termination for Cause. A party will have 10 days (or any longer period agreed to by the aggrieved party) to cure a breach of this Agreement after receiving notice of such breach by the aggrieved party. The aggrieved party may consider this Agreement terminated without further notice if the defaulting party fails to cure the breach within the prescribed period.

7.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other party.

7.5 Effect of Early Termination. In the event of early termination Client shall pay Illinois for Services performed and Deliverables provided to the date of termination, and for the cost of all non-cancellable obligations made on Client's behalf. Illinois shall take reasonable steps to minimize such costs to Client upon notice of termination. Termination will not affect the Parties' rights and obligations accrued prior to termination.

If fees have been paid by Client in advance which exceed the amount for which Client is liable up to the last day of service, Illinois will deduct the amount due for Services up to the last day of service, and will refund the difference to Client, without any further deduction or charges.

8.0 LIABILITY AND WARRANTY

8.1 DISCLAIMER. Illinois makes no representations, and disclaims all implied warranties, including but not limited to warranties of merchantability, and non-infringement relating to all Services and Deliverables furnished to Client under this Agreement.

8.2 Standard of Care. Services performed by Illinois 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.

8.3 Indemnity. Illinois agrees to hold harmless Client, its officers and employees from and against claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees (if awarded by a court of competent jurisdiction), arising out of, or resulting from, Illinois' performance under this Agreement, including such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Client, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Notwithstanding the foregoing, nothing contained herein shall limit Illinois' right to seek contributory damages from Client if Client is found to be at comparative fault.

8.4 Client agrees to hold harmless Illinois, its officers, and employees from and against claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Clients' performance under this Agreement, including such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Client, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

8.5 Limitation of Liability. Neither party shall be liable to the other party for any indirect, incidental, exemplary, punitive or consequential damages arising out of or related in any way to this Agreement, including, but not limited to, lost profits and other commercial losses, even if the parties have been notified of the possibility of such damages.

8.6 Warranty Regarding Information. Client represents to Illinois that no material or information provided to Illinois includes any legally actionable, libelous, or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any statements or information furnished to Illinois by Client under this Agreement.

9.0 CONTROLLED SUBSTANCES

9.1 Storage: Client warrants and represents that all controlled substances on site will be kept in a securely locked, substantially constructed cabinet or safe that meets the standards set by the Drug Enforcement Agency (DEA). If a controlled substance lockbox is less than 750 lbs, Client warrants that it will be securely affixed to immovable object (e.g. bolted to a wall or the floor, or the base imbedded in concrete) and that reasonable attempt will be made to affix the lockbox in an "out-of-sight" location which is secured from unauthorized persons. Permissions to key and/or keycode are limited to Illinois veterinary staff, Client zoo curator, Client full-time animal care staff, and Client Zoo superintendent. Prior to leaving the facility after each visit, the Illinois veterinarian will secure the safe with tamper evident tape. At future visits, if the tape has been disturbed, an additional inventory will be conducted, and records reviewed to ensure appropriate communication was completed as required in 8.2.

9.2 Accountability: Client warrants and represents that while this Agreement is in force, neither Client nor its employees or agents will dispense, administer, or use any controlled drug or substance stored at Client's facilities, unless such use or administration has been authorized by an Illinois licensed Veterinarian authorized under this Agreement within a veterinarian-client-patient relationship. Authorization is outlined in a pre-defined Escape Plan attached as Exhibit A to this Agreement. If use is done in accordance with an Escape Plan, the Illinois DVM license-holder or designated veterinarian must be contacted within 12 hours to report the incident and drug use. All controlled substance use must be logged at the time of use.

9.3 Handling: Client warrants and represents that access to controlled substances are only permitted to Client zoo curator, Client superintendent, veterinary staff, and Client full-time animal care staff. All controlled substance administration and/or disposal are performed by authorized persons and logged accordingly with a witness. Controlled substance must be returned immediately to storage upon completion of use. Expired or contaminated controlled substances must be disposed of according to state and federal regulations.

9.4 Policies and Procedures:

9.4.1 Client shall provide Illinois the written policies and procedures describing the controlled substance ordering, inventory storage, handling, recordkeeping and security process in the attached Exhibit A. The processes will at a minimum, meet all applicable legal requirements and the requirements stated in this agreement.

9.4.2 Illinois DVM license holder will allow the Client to use their license to purchase controlled substances if section 8.4.1 meets the applicable requirements. If the appropriate policies and procedures are not in place the Illinois DVM license holder will not permit Client, the use of the license for the purchase of controlled substances. Illinois DVM license holder will review Client policies and procedures in section 8.4.1 from time to time to ensure that they are up to date.

9.4.3 Controlled substances at all times shall remain under the control of the Illinois DVM license holder even though purchased with Client funds. At quarterly controlled substance audits, or more frequently if Illinois DVM license holder deems necessary, policies will be reviewed for compliance. Failure to comply with the policies or the agreement will result in immediate suspension of services and removal of controlled substances from Client's facility. The controlled substances must remain under the control of the individual with whom the license was used to make the purchase.

9.5 Audits: Illinois employees may audit any aspect of controlled substance management pertaining to controlled substances maintained under the Illinois DVM license-holder at Client's location or brought from the Illinois for use at Client's location. This includes but is not limited to drug logs and corresponding patient records.

9.6 Equipment: Client will acquire and maintain at its own cost and expense and in keeping with applicable laws and regulations, such medical equipment and medical supplies as are necessary for the proper health and welfare of the animals and maintenance of the on-site veterinary facilities. Client may consult with designated Illinois personnel from time to time on these issues as part of the overall management of Client's facility but under no circumstances will Illinois or its employees be responsible for the cost of acquisition, repair, or maintenance of any equipment at Client's facilities.

10.0 INSURANCE

During all times relevant to this agreement, each party shall maintain the insurance coverages and minimum limits as stated below, and within seven days of a party's request the other party shall provide as evidence a certificate of insurance.

Commercial General Liability: $1,000,000 each occurrence; $2,000,000 general aggregate

The Board of Trustees of the University of Illinois shall be included as additional insured and stated as such on the certificate of insurance when requested.

Professional Liability/Errors & Omissions: $1,000,000 per claim; $3,000,000 annual aggregate

Automobile Liability: $1,000,000 combined single limits

Workers Compensation – as required by applicable law, with limits not less than:

Coverage A - Statutory

Coverage B - Employer's Liability: $500,000 each disease; $500,000 each employee; $500,000 policy limit

11.0 RIGHTS IN DELIVERABLES

11.1 "Intellectual Property" includes all proprietary rights recognized in any jurisdiction in the world, including: (a) rights associated with works of authorship and software, including copyrights, moral rights, database rights and mask works; (b) trademark, trade name, and trade dress rights and similar rights; (c) trade secrets and confidential information rights; (d) patent rights, patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights, however designated; and (f) all registrations, priority rights, initial applications, renewals, extensions, continuations, divisions, reissues, and associated rights relating to any of the foregoing rights.

11.2 Each party will retain exclusive interest in, and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

11.3 All right, title, and interest in and to Intellectual Property conceived or reduced to practice by Illinois employees and agents in performing the Services shall vest in Illinois. All right, title, and interest in and to all tangible property made by Illinois employees and agents in performing the Services shall vest in Illinois.

12.0 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Client represents to Illinois that it has all necessary intellectual property rights in any proprietary material or information provided required to perform the Services or to be included in the deliverables and Client shall pay all costs and expenses, including royalties and license fees, incident to any such third-Party intellectual property rights. Client shall indemnify Illinois and its trustees, officers and employees against all third-Party infringement claims arising from intellectual property rights furnished by Client to Illinois for its use in performing the Agreement.

13.0 NOTICES

All notices to be provided under this agreement, including change in mailing address, will be effective only if made in writing and delivered by either hand delivery, email, or United States Postal Service and addressed as follows:

Illinois Representative:	**Client Representative:**
Name: Dawn Rawlings	Name: City of Bloomington
Title: Assistant Dean for Budget and Business Operations	Title: Legal Department
Address: 2001 South Lincoln Avenue	Address: 115 E. Washington Street, Suite 403
City/State/Zip: Urbana, IL 61802	City/State/Zip: Bloomington, IL 61701
Phone: 217-265-5283	Phone: (309)434-2231
Email: dawnr@illinois.edu	Email: legal@cityblm.org

14.0 GENERAL PROVISIONS

14.1 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

14.2 Use of Name. Except as otherwise expressly permitted in writing, neither party shall use the name or trademarks of the other party in any publication, news release, advertising, or other releases of information.

14.3 Headings. Headings in this agreement are intended only to assist with readability and are not considered part of the agreement.

14.4 Severability. If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.

14.5 Assignment and Subcontracting. Neither party may assign or subcontract its rights or obligations under this agreement.

14.6 Amendments. No modification of this agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

14.7 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, import, and export control. Breach of this provision is a material breach of this agreement.

14.8 Equal Opportunity. This agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

14.9 Waiver. The failure of either party to enforce any provision of this agreement shall not waive the party's right to later enforce the provision or the agreement.

14.10 Non-Exclusivity. This agreement is non-exclusive. Illinois may perform the same or similar services for other clients.

14.11 Counterparts/Facsimile Signatures. This agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

14.12 Choice of Law. This agreement shall be interpreted by application of Illinois law, excluding its conflict of laws provisions. Jurisdiction and venue shall lie exclusively in the Illinois Court of Claims for claims against Illinois. Illinois does not waive sovereign immunity by entering into this agreement.

14.13 Integration. This agreement with its appendixes, amendments, and incorporated references constitutes the parties' entire agreement regarding the subject matter. In the event of a conflict, this agreement controls over any attachment or reference, unless the attachment or reference expressly states that it modifies or overrides terms of this agreement.

14.14 Authorized Signatories. The individuals signing this agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this agreement.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS	**City of Bloomington on behalf of Miller Park Zoo**
By: ______________________________	By: ___________________________
Paul N. Ellinger, Comptroller Date	Date
	Name: ________________________
	Title: _________________________

CN-00077435

EXHIBIT A

ESCAPE PLAN

ILLINOIS
Veterinary Teaching Hospital
COLLEGE OF VETERINARY MEDICINE

Controlled Drug Stock Maintained at Off-Site Contracted Zoo Facilities
Category: Regulatory
VTH Policy # Reg02

Approved by Hospital Director	12/2022

Implementation Date	12/2022
Date of Last Revision	12/2022
Next Review Due	10/2023

Policy

Stock controlled drugs are ordered by the registrar or curator of the facility at the direction of VTH veterinary staff. A standing order exists for administration for emergency use (i.e., animal escape and euthanasia) drugs. There are also established par levels for each of these drugs that designated personnel at the facility are to order as need to maintain. All drugs and records are maintained in accordance with Federal and Illinois State laws.

Guidelines

- All controlled drugs at off-site contracted zoo facilities are listed under Dr. Sam Sander's DEA license for that facility and access to these drugs must be authorized by her.
- Each time an ultrapotent opioid (ex: Etorphine) is ordered, it is done so with a unique signed prescription by Dr. Sam Sander sent to the distribution facility.
- All orders, packing slips, and controlled drug use logs are to be maintained at the contracted zoo facility for a minimum of 5 years.
- All controlled drugs are to be maintained in a locked safe consistent with DEA requirements for that class of drug.
  - Any individual with access to that safe must be identified to VTH veterinary staff in writing, including the individual's name, position at the zoo, date of birth, social security number, and home address.
  - All individuals with access will also complete a questionnaire for employees consisting of the two required DEA questions prior to having access granted.

- Paper controlled drug logs will be maintained at the zoo facility with all records regarding the ordering and use of controlled drugs at that site. Electronic drug logs are accessible via the internet using the institutional ZIMS login.
- The controlled drugs must be limited to use by a VTH veterinarian or in accordance with the Emergency Drug Protocol.

Procedure (if applicable)

- Zoos are counseled to have two individuals involved in receiving controlled substances such that one person confirms quantity received compared to quantity invoiced and another stocks the medications in the safe. VMSC veterinary staff confirm on hand inventory of each new shipment at their next scheduled site visit.
- Drugs on site at each facility will be inventoried quarterly by a VTH faculty veterinarian and a witness (VTH or zoo full time staff) to ensure accuracy of record keeping.
    - If the controlled drug safe is opened outside of the veterinarian's presence, the next time the veterinarian is on site, an inventory of the entire safe must be performed.
- In the event a unique controlled drug must be prescribed to a specific patient for long term use, drug use will be logged via paper and electronic records as above and will be included in the quarterly drug inventory performed on site. The stock bottle of drug must be stored in the drug safe. An aliquot of the medication (not to exceed 21 days of anticipated need) will be stored in vial with an appropriate prescription label and prescription sheet in the animal's keeper service area. Access to this area is restricted to zoo personnel. All keeper administration of the drug will be logged in duplicate through keeper reports and documented on the paper prescription sheet. Any loss must be reported to VTH veterinary staff and zoo supervisory personnel within 24 hours of the event.
- Disposal of expired controlled substances other than etorphine occurs at the VTH Medication Dispensary. In these cases, a copy of the drug use log will be brought to the VTH Medication Dispensary concurrent with the drug bottle to be disposed. In that event, a DEA form 41 will be completed and held on site at the VTH Medication Dispensary for 5 years.
    - Pre-drawn doses that need to be wasted will be witnessed and wasted in an RxDestroyer or returned to the VTH Medication Dispensary for wasting. Waste records will be maintained at the site of wasting for a minimum of 5 years.
- Etorphine is disposed of on site at the zoo facility using the commercially available Rx Destroyer for LIQUIDS product to prevent diversion. Disposal will be performed by a VTH faculty veterinarian and witnessed by a VTH staff member (technician or veterinarian). Logs of drug use and disposal, including a completed DEA form 41 when appropriate, will be kept on site at that facility for a minimum of 5 years.

Definitions (if applicable)

Veterinary Teaching Hospital (VTH) – The collective clinical services of the Large Animal Clinic, Midwest Equine, the Small Animal Clinic, and the Veterinary Medicine South Clinic.

Zoo Information Management System (ZIMS) – The record system utilized by zoological facilities

Species	Wt Est	Drug	Concentration	Mixing Instructions	mg Administered	ml Administered	Dart	Needle	Notes	Reversal
American alligator	45 - 150 kg	Telazol	200 mg/ml	**2.5 ml sterile water + 1 bottle telazol**	500 - 1,000 mg	2.5 - 5 ml (1 - 2 WHOLE bottles)	3.0 Daninject	30 mm x 2.0	1 dart needed per bottle of drug	n/a
De Brazza's monkey	5-7 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	60 mg	0.6 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.5 ml sterile water to dart	n/a
Domestic cattle	350 - 400 kg	Xylazine	100 mg/ml	n/a	40 mg	0.4 ml	1.5 Daninject	40 mm x 2.0	Add an additional 0.8 ml sterile water to dart	40 mg Atipamezole (8 ml) IM
Francois' Langur	7 - 8 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	70 mg	0.7 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.5 ml sterile water to dart	n/a
Gibbon	6.5 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	40 mg	0.4 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.8 ml sterile water to dart	n/a
Guanaco	100 kg	Xylazine	100 mg/ml	n/a	30 mg	0.3 ml	1.5 Daninject	30 mm x 2.0	Add an additional 0.8 ml sterile water to dart	10 mg Atipamezole (2 ml) IM
Hill wallaroo	30 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	200 mg	2 ml	3.0 Daninject	30 mm x 2.0		n/a
NAR otter	8 - 9 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	50 mg	0.5 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.5 ml sterile water to dart	n/a
Pallas cat	3.0 - 3.5 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	20 mg	0.2 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.8 ml sterile water to dart	n/a
Red panda	4 - 5 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	25 mg	0.25 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.8 ml sterile water to dart	n/a
Red ruffed lemur	3.5 - 6.0 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	30 mg	0.3 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.8 ml sterile water to dart	n/a
Red wolf	20 - 25 kg	Telazol	200 mg/ml	**2.5 ml sterile water + 1 bottle telazol**	200 mg	1.0 ml	1.5 Daninject	30 mm x 2.0		n/a
Snow leopard	30 - 40 kg	Telazol	200 mg/ml	**2.5 ml sterile water + 1 bottle telazol**	150 - 200 mg	0.75 - 1.0 ml	1.5 Daninject	30 mm x 2.0		n/a
Tammar wallaby	2.3 - 6.5 kg	Telazol	100 mg/ml	5.0 ml sterile water + 1 bottle telazol	15 - 40 mg	0.15 - 0.4 ml	1.5 Daninject	20 mm x 1.5	Add an additional 0.8 ml sterile water to dart	n/a
Tiger	110 kg	Telazol	200 mg/ml	**2.5 ml sterile water + 1 bottle telazol**	500 mg	2.5 ml (1 WHOLE bottle)	3.0 Daninject	30 mm x 2.0		n/a

CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following funding recommendations and information for Category III Emergent Need Fiscal Year 2024 ("FY24") grants. The Commission oversees a grant program focused on funding healthcare related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The Commission discussed and developed a revised Category III grant program from Fiscal Year 2022 and Fiscal Year 2023. Those changes were approved in the Grants Program Policies and Procedures by Council in January 2023. The changes related to Category III grants included splitting the category into two funding needs: emergent and emergency needs. Emergent needs are defined as health care needs that organizations address with innovative or targeted programs that align with the Trust. Emergency needs are defined as unexpected needs or events that cause an unexpected increase in service demand, a gap in services, or a service cost related to a program that aligns with the Trust. The Commission developed these changes hoping it would spur Category III grant applications and help serve smaller or more innovative programs. Additionally, the Commission designed the program, like the other grant categories, with the goal of health equity as a foundation.

The Request for Proposal was released on January 26, 2023. City staff held a grant workshop in February to assist organizations with limited or no experience applying for Trust funds. Applications were accepted from January 26, 2023, to February 28, 2023. In total, six organizations applied for funding and requested $60,000 in aggregate. Five of the applicants submitted applications for Trust funding previously and one applicant was a new applicant for Trust funds.

Applications were scored using a standardized scoring tool by Commission members. The Commission's Grants Committee met twice to evaluate the applications in April 2023. Each application was evaluated based on the scoring criteria, project or program compliance with the Trust's legal requirements, community need, and coherence to Category III program strategic objectives, and funding constraints. Their recommendations were passed to the full Commission for approval. The Commission voted to approve the funding recommendations on April 27, 2023. The funding recommendations are listed below.

- One Hope Project-Eating Disorder Health Care ($10,000)
- Cruisin' Outta Poverty Services (COPS) NFP-Social Services ($5,000)

This funding recommendation represents another investment in our community and is a continued testament to the legacy of Judge John M. Scott's vision for a more equitable community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through email communications, a press release, and networking by the members of the John M. Scott Health Care Commission.

FINANCIAL IMPACT: The award of Fiscal Year 2024 ("FY 24") John M. Scott Health Care Trust ("Trust") grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time for Economic and Community Development Department staff. If approved, the FY 24 Category III grant awards will be paid from the John M. Scott Health Care Trust-Grant Program account (72102100-79130-59200). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 222.

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 CWB-2. (Create a lifelong community that meets the needs of residents of all ages and abilities); Objective CWB-2.1. (Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community); Goal CWB -3. (Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities); and Objective CWB-3.2. (Support coordination and integration of behavioral health services for all residents).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:
E&CD 2B Resolution

RESOLUTION NO. 2023-________

A RESOLUTION APPROVING THE FISCAL YEAR 2024 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY III GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF $15,000.00

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in FY2024 and is recommending the Trustee award the grants set forth in this Resolution.

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

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

Section 2. Grant Awards. The City Council, as Trustee, hereby approves the following grants be made in FY2024: Category III – One Hope Project ($10,000.00) and Cruisin' Outta Poverty Services (COPS) NFP ($5,000.00).

Section 3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor on behalf of the Trustee to execute the programmatic agreements assigned to each grant.

Section 4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
______________________	______________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND:

O'Neil Park & Pool Project (Project) originally issued formal solicitation of bids under Bid #2023-23 - O'Neil Park & Pool Project Startup Operation Supplies & Equipment in February 2023, but no bids were received on the close date of April 20, 2023. It was thereafter discovered that formal solicitations were not the common method of solicitating bids for this type of businesses operation.

Through market research Parks & Recreation staff found that two other buildout options existed, but were not favorable to the Project. One option was purchasing from an on-line restaurant store that did not offer installation or warranties and the other option was purchasing from a supply company that would cost nearly twice the cost of the agreement proposed.

Staff recommend formal bidding processes regarding concession stands and equipment for the Project be waived and the City enter into an agreement with P.J. Hoerr Inc. for the O'Neil Park & Pool Start-up Operation Concession Appliances in the amount of $51,788.06 including equipment, installation, and warranties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The original invitation to bid (Bid #2023-23 - O'Neil Park & Pool Project Startup Operation Supplies & Equipment) was released in the Pantagraph and on OpenGov on 2/22/2023.

FINANCIAL IMPACT: If approved, a budget transfer to move $51,788.06 from Aquatics-Seasonal account (10014120-61130) to Aquatics-Other Supplies account (10014120-71190) for $32,938.06 and Aquatics-Capital Outlay Equipment Other than Office account (10014120-72140) in the amount of $18,850.00. The latter two are the accounts where the purchases will be made. Stakeholders can locate this in the FY 2024 Budget Book titled

"Budget Overview & General Fund" on page 200.

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-2 (Ensure maximum usage of the City's parks and recreational facilities and associated resources); and Objective HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups).

Respectfully submitted for consideration.

Prepared by: Nicole Culbertson, Aquatics Program Manager

ATTACHMENTS:
PARKS 3B Resolution
PARKS 3C Agreement

RESOLUTION NO. 2023 - ___

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

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

WHEREAS, originally, this project was issued for a formal solicitation, Bid #2023-23 - O'Neil Park & Pool Project Startup Operation Supplies & Equipment in February 2023, but no bids were received on the close date of April 20, 2023; and

WHEREAS, Parks & Recreation staff did their market research, and the other two options were not financially favorable; and

WHEREAS, P.J. Hoerr submitted a proposal to provide, install and warranty the necessary concession equipment at a reasonable price and City staff accordingly recommends the formal bidding process be waived; and

WHEREAS, the City Council finds it in the best interests of the City to waive the formal bidding requirements and approve an agreement with P.J. Hoerr for purchase of the start-up operation concession appliance equipment.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements are waived, and the proposed agreement with P.J. Hoerr for the provision of concession equipment in the amount of $51,788.06, is hereby approved, and the City Manager, or designated representatives, are authorized to execute the agreement and any other necessary documents to effectuate the agreement.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
______________________________	______________________________
Mboka Mwilambwe, Mayor	Leslie Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
P.J. HOERR
FOR
O'NEIL PARK AND POOL CONCESSION APPLIANCES

THIS AGREEMENT, dated this 15 day of May, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and P.J. Hoerr (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.

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

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

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

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

Section 7. **Termination for Cause.** The CITY 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. **<u>Remedies.</u>** 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. **<u>Indemnification.</u>** 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. **<u>Reuse of Documents.</u>** 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. **<u>Standard of Care.</u>** 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. **<u>Time is of the Essence</u>.** 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. **<u>Representations of VENDOR.</u>** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. **<u>Use of Name.</u>** 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. **<u>Compliance with Local, State, and Federal Laws.</u>** 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. **<u>Compliance with Prevailing Wage.</u>** The following shall apply to this Agreement:

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

Section 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:

PS HOERR
ATTN: DAVID WILSON
107 N. COMMERCE PL
PEORIA, IL 61604
dwilson@PSHOERR.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	VENDOR
By: ______________________	By: D. T. Wi
Its City Manager	Its Project Manager
ATTEST:	
By: ______________________	By: ______________________
Its City Clerk	Its ______________

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

VENDOR will subcontract with Johnson HVACR & Foodservice Equipment to supply the City with necessary equipment and appliances for O'Neil Park's concessions area. Installation of all appliances is included and will be fully complete no later than August 30, 2023.

All warranties on the attached subcontractor quote apply.

[SEE ATTACHED SUBCONTRACTOR QUOTE]

JOHNSON HVACR & FOODSERVICE EQUIPMENT
-est. 1982-
sales and service

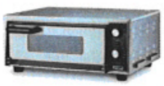
Quote

04/03/2023

To:	Project:	From:
P.J. Hoerr Dave Wilson 107 N. Commerce Place Peoria, IL 61604 309 688-9567 309-512-3255 (Cell) dwilson@pjhoerr.com	P.J. Hoerr~O'Neil Pool Equipment REVISED 4-03-23	Johnson Mechanical Service - Pekin John Gleason 1820 Riverway Dr. Pekin, IL 61554 (309) 346-3434 (309)208-7608 (Cell) (309)346-1923 (Fax) jgleason@jmsinc.net

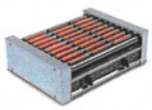
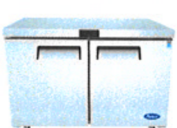
Quotation #: JJG6945

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN REFRIGERATOR**	$3,390.00	$3,390.00
		Atosa USA, Inc. Model No. MBF8507GR Atosa Refrigerator, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 46.77 cu. ft., (2) locking hinged solid doors, digital temperature control, 33° to 40°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.2 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$3,390.00**
2	1 ea	**REACH-IN FREEZER**	$2,841.00	$2,841.00
		Atosa USA, Inc. Model No. MBF8501GR Atosa Freezer, reach-in, one-section, 27"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 19.1 cu. ft., (1) locking right hinged solid door, digital temperature control, -8° to 0°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, electric defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.3 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$2,841.00**
3	2 ea	**PIZZA BAKE OVEN, COUNTERTOP, ELECTRIC**	$691.00	$1,382.00

Item	Qty	Description	Sell	Sell Total
		Waring Model No. WPO100 Single Deck Pizza Oven, electric, countertop, 23"W x 18"D x 10"H, (1) door, single ceramic 14" deck, 3-1/2" chamber opening, top & bottom heating elements, 280-600°F temperature range, tempered glass door, interior lights, 15 minute timer, includes cleaning brush, 120v/60/1-ph, 1800 watts, 15 amps, cord & NEMA 5-15P, UL, NSF		
	2 ea	1 year limited warranty, standard For Customer Care & Product Service, please contact: (800) 269-6640 waring_service@conair.com Waring Customer Care 314 Ella T. Grasso Ave Torrington, CT 06790		
	1 ea	WPO100KIT Stacking Kit, for WPO100 pizza oven	$26.00	$26.00
			ITEM TOTAL:	**$1,408.00**
4	1 ea	**ICE MAKER WITH BIN, CUBE-STYLE**	$3,590.00	$3,590.00
		Scotsman Model No. CU3030MA-1 Undercounter Ice Maker With Bin, cube style, air-cooled, 30" width, self-contained condenser, production capacity up to 313 lb/24 hours at 70°/50° (224 lb AHRI certified at 90°/70°), 110 lb bin storage capacity, medium cube size, AutoAlert™ indicator lights, WaterSense adaptive purge control, unit specific QR code, metallic finish, includes 6" legs, includes power cord with NEMA 5-15P plug, 115v/60/1-ph, 12.8 amps, NSF, cULus, engineered and assembled in USA		
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		
	1 ea	3 year parts & labor warranties		
	1 ea	5 year parts on compressor & condenser		
	1 ea	5 year parts & labor on evaporator		
			ITEM TOTAL:	**$3,590.00**
5	8 ea	**WIRE SHELVING**	$72.00	$576.00
		Metro Model No. 2424N-DSG Super Erecta® Designer Shelf, wire, 24"W x 24"D, smoked glass finish, shelving is not cart-washable		
	8 ea	74P-DSG Super Erecta® Post, 74-5/8"H, for designer shelving, smoked glass finish	$26.00	$208.00
			ITEM TOTAL:	**$784.00**
6	1 ea	**ISLAND COUNTER** Custom Model No. ISLAND COUNTER NEED SPECIFICATIONS		

Item	Qty	Description	Sell	Sell Total
7 	1 ea	**RAPID COOK OVEN** TurboChef Model No. BULLET (ENC-9600-801) Bullet™ Convection/Microwave Oven, Rapid Cook, electric, 21.1" wide, ventless, countertop, fully insulated cook chamber, stores over 1,000 recipes, internal catalytic converter, smart voltage sensor technology (US only), high level user interface digital display with wifi, removable rack and grease collection pan, bottom jet plate, pull down door with ergonomic handle, 13 1/2" x 14 1/4, (2) solid PTFE baskets, (1) oven cleaner (1) oven guard, (1) aluminum paddle, (2) trigger sprayers, (1) baking stone, side hand grips, stainless steel front, top & sides, cULus, CE, UL EPH Classified, ANSI/NSF 4, TUV	$18,850.00	$18,850.00
	1 ea	All items FOB: Carrollton, Texas: Consumable/accessory orders less than $5,000 will incur a handling fee. Orders shipping standard ground will incur a $15.00 handling fee. Orders shipping other than standard ground will incur $25.00 handling fee		
	1 ea	One year parts and labor warranty		
	1 ea	208/240v/60/1-ph, 30.0 amps, 6 foot cord (nominal), NEMA 6-30P, standard		
			ITEM TOTAL:	**$18,850.00**
8 	1 ea	**DISPLAY CASE, HOT FOOD, COUNTERTOP** Winco Model No. EDM-1K Display Merchandiser, 23-5/8"L x 25-1/4"W x 27-9/16"H, countertop, rotating, accommodates (4) 18" dia. pizzas, digital adjustable temperature/humidity (89°F to 194°F / 30°C to 90°C), server side swing door, interior illumination, lighted display panel, removable crumb tray, tempered glass sides, stainless interior, matte black powder coated exterior, 120v/60/1-ph, 13.1 amp, 1.5 kW, 13.1 amps, NEMA 5-15P, cETLus, ETL-Sanitation (Qty Break = 1 set)	$1,085.00	$1,085.00
	1 ea	One year parts & labor warranty, standard		
	1 ea	EDM-P39 Pizza Rack for #EDM-1K (Qty Break = 1 each)	$63.00	$63.00
	1 ea	WARNING: This product can expose you to chemicals which are known to the State of California to cause cancer or reproductive harm. For more information go to www.P65Warnings.ca.gov.		
			ITEM TOTAL:	**$1,148.00**
9 	1 ea	**DISPLAY CASE, HOT FOOD, COUNTERTOP** Gold Medal Products Model No. 2050 Pretzel Display Case, countertop, 16" length, motorized pretzel rack, rear access door, stainless steel cabinet, fully enclosed with Lexan windows, 160 watts, 120v/60/1-ph, NEMA 5-15P, UL	$585.00	$585.00
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
			ITEM TOTAL:	**$585.00**

Initial: ______

Item	Qty	Description	Sell	Sell Total
10	1 ea	**HOT DOG GRILL**	$1,473.00	$1,473.00
		Nemco Food Equipment Model No. 8036 Roll-A-Grill® Hot Dog Grill, roller-type, (10) chrome rollers, (36) hot dogs capacity, (720) per hour, aluminum and stainless steel construction, (2) switches, (7) heat control settings each, (2) motors, 1500 watts, NEMA 5-15P, 120v, 12.5 amps, NSF, cETLus		
	1 ea	1 year parts & labor warranty, standard		
	1 ea	8036-BW Moist Heat Bun/Food Warmer, 30"W x 17.5"D, 48 bun capacity, adjustable thermostat up to 200°F, open sliding door, stainless steel rack & construction, 120v/60/1ph, 550 watts, 4.6 amps, 6' cord, NEMA 5-15P, (fits under 8036 roller grill), NSF, ETL	$1,263.00	<Optional>
	1 ea	8036GD Roll-A-Guard® Sanitary Sneeze Guard, self serve, flat top with door, 30"W x 17.25"D x 9"H, polycarbonate, clear (fits 8036 series roller grill)	$346.00	<Optional>
			ITEM TOTAL:	**$1,473.00**
10A	1 ea	**HOT DOG GRILL**	$654.00	<Alternate>
		Winco Model No. EHDG-11R Spectrum™ RollsRight™ Hot Dog Grill, roller type, capacity: 30 hot dogs, multiple power levels, (2) independent thermostatic heat controls (front & rear), teflon non-stick coated rollers with sealed ends, heavy duty sealed motor, bike chain & sprocket drive assembly, heating elements in each roller, re-settable fuse, stainless steel full size drip tray & body, non-skid rubber feet, 110v/60/1-ph, 1400 watts, 12.7 amps, NEMA 5-15P, cETLus, ETL (Qty Break = 1 each)		
	1 ea	One year parts & labor warranty, standard		<Alternate>
	1 ea	EHDG-11SG Spectrum™ Hot Dog Grill Sneeze Guard, 19-7/8"W x 17-3/8"D x 9-7/8"H, glass, clear (for EHDG-11R) (Qty Break = 1 each)	$190.00	<Alternate>
			ITEM TOTAL: <Alternate>	**$844.00**
11	1 ea	**UNDERCOUNTER REFRIGERATOR**	$1,950.00	$1,950.00
		Atosa USA, Inc. Model No. MGF8402GR Atosa Undercounter Refrigerator, reach-in, two-section, 48-1/4"W x 30"D x 34-1/8"H, rear-mounted self-contained refrigeration, 13.38 cu. ft., (2) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$1,950.00**
12	4 ea	**WIRE SHELVING**	$71.00	$284.00

Initial: ______

Item	Qty	Description	Sell	Sell Total
		Metro Model No. 1848N-DSG Super Erecta® Designer Shelf, wire, 48"W x 18"D, smoked glass finish, shelving is not cart-washable		
	4 ea	74P-DSG Super Erecta® Post, 74-5/8"H, for designer shelving, smoked glass finish	$26.00	$104.00
			ITEM TOTAL:	**$388.00**
13 	1 ea	**REACH-IN REFRIGERATOR** Atosa USA, Inc. Model No. MBF8505GR Atosa Refrigerator, reach-in, one-section, 27"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 19.1 cu. ft., (1) locking right hinged solid door , digital temperature control, 33° to 40°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$2,178.00	$2,178.00
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$2,178.00**
14 	1 ea	**REACH-IN FREEZER** Atosa USA, Inc. Model No. MBF8503GR Atosa Freezer, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 44.77 cu. ft., (2) locking hinged solid doors, digital temperature control, -8° to 0°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, electric defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 8.6 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$3,872.00	$3,872.00
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$3,872.00**
15 	1 ea	**REFRIGERATED MERCHANDISER** Atosa USA, Inc. Model No. MCF8725GR Refrigerator Merchandiser, one-section, 24-1/5"W x 24"D x 76-1/5"H, bottom-mounted self-contained refrigeration, 11.1 cu. ft., (1) self-closing hinged glass door with lock, Dixell electronic controller, 33° to 38°F temperature range, (4) shelves, LED interior lighting, lighted header panel, stainless steel interior, black steel exterior, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation	$1,582.00	$1,582.00
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	$1,582.00
15A 	1 ea	**REFRIGERATED MERCHANDISER** Atosa USA, Inc. Model No. MCF8722GR Refrigerator Merchandiser, one-section, 27"W x 31-1/2"D x 81-1/5"H, bottom-mounted self-contained refrigeration, 19.4 cu. ft., (1) self-closing hinged glass door with lock, Dixell electronic controller, 33° to 38°F temperature range, (4) shelves, LED interior lighting, lighted header panel, stainless steel interior, black steel exterior, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$1,941.00	<Alternate>
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		<Alternate>
			ITEM TOTAL: <Alternate>	$1,941.00
16 	1 ea	**NACHO CHEESE / CHIPS WARMER, DISPLAY** Winco Model No. 51000 Benchmark Warmer/Merchandiser, 100 qt. capacity, top loading, deflection board, tempered glass, inter-changeable signs for nacho chips, peanuts or popcorn, stainless steel construction, 50 watts, NEMA 5-15P, 120v/60/1-ph, 0.5 amps, cETLus, ETL-Sanitation (Qty Break = 1 each)	$442.00	$442.00
	1 ea	One year warranty - parts only, standard		
			ITEM TOTAL:	$442.00
17	1 ea	**FREIGHT** JMSINC #3 Model No. INBOUND FREIGHT Freight Charges from manufacturer to JMS warehouse where equipment will be received, checked for any damage and held until customer picks up or arranges for delivery by JMS.		
18	1 ea	**DELIVERY** JMSINC #3 Model No. DELIVERY INSTALLATION AND STARTUP Included: • Priority Delivery Scheduling • Transport equipment to customer location (curb or dock) • Liftgate Service • Site Visit by Sales Representative or Installer to verify fitment, application, and existing utilities • Uncrate unit • Inspect for Damage • Bring equipment indoors, not including stairs, to final location or staging area • Assemble all Pieces • Set in Place • Install Casters, Shelves, Pans, Legs, and all other accessories • Remove all Packing Materials • Level Unit • Attach to Wall, if applicable		

Item	Qty	Description	Sell	Sell Total

• Start Unit and Verify Operations, Complete Startup Checklist (if applicable)

Ice Machines:
• Remove Ice Thickness Probe Clip
• Assemble Head, Bin, and Adapter
• Connect all water, power, and drain lines up to five feet from unit (no wall
• penetrations)
• Run Through 3 cycles
• Existing Drains, power, and water must be adequate for the application

Cooking Equipment:
• Install all Gas /Steam Lines within 5 feet of unit (no wall penetrations)
• Check for Leaks
• Complete Startup Checklist

Not Included: (Custom Quote Required):
• Move unit up or down steps (any number of steps)
• Remove Existing Equipment (If Required)
• Upgrade any existing water, power, or drains so that they are adequate for application / Wall Penetration

****FREIGHT AND DELIVERY/INSTALLATION COSTS ABOVE ARE ESTIMATED AND MAY NEED TO BE REVISED AT TIME OF QUOTE APPROVAL****

ITEM TOTAL:

~~19~~ ~~1 ea~~ ~~**PAYMENT TERMS**~~
~~JMSINC #3 Model No. TERMS & CONDITIONS (D)~~
~~NET 30 DAYS TERMS (PROGRESS BILLING MAY APPLY)~~
~~Approved By: DY 12/27/2022~~
~~Payment Terms: Customer payment terms are Net 30 Days from the earlier of: (a) delivery or (b) 7 days after arrival at seller facility. Seller may invoice on a progress basis (see details in footer).~~

$43,852

Merchandise	~~$44,481.00~~
Freight	$600.00
Installation	$2,500.00
Total	~~$47,581.00~~
	$46,952

EXHIBIT B
COSTS/FEES

VENDOR will invoice CITY Net 45 upon completion of satisfactory installation for the follow amounts:

Equipment and Installation - $46,952.00
Contractor Fees - $4,836.06

TOTAL - $51,788.06

CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The O'Neil Park & Pool Project (Project) has many community benefits that will enhance and stimulate West Bloomington's economy. O'Neil Park & Pool will be a hub of activity for youth, families, senior citizens, and civic organizations, as well as create jobs and increase water safety through the offering of swim lessons for all ages. One element of the Project includes the addition of a skatepark.

Williams Associates Architects, Ltd., the Project's architect, worked with their consultant, Hitchcock Design Group, to release a request for proposal for a skatepark as part of the Project's design process. In doing so, they negotiated a contract with Spohn Ranch Inc. (Spohn). However, later once the Project was already underway, P.J. Hoerr, general contractor of the overall Project, and the City were unable to come to an agreement with Spohn to build the skatepark.

Skateparks are a unique and specialized type of project that are most often design/build projects meaning one company does the design work and build. In seeking to find a replacement contractor, City Staff contacted several skatepark specialized firms to request proposals, however, most contacted did not have the scheduling capacity to even offer a proposal.

American Ramp Company (American) provided an acceptable proposal that was only $5,000 more than the original Spohn proposal. Parks & Recreation staff are seeking the technical bidding requirements for the skatepark to be waived and an agreement with American Ramp Company be approved due to unforeseen circumstances with Spohn and the need to coordinate the build with the rest of the Project.

Staff also seek a Budget Amendment to increase the Capital Improvement Fund Budget to allow payment to American. The payment to Spohn for $260,0000 was originally included in P.J. Hoerr's purchase order (PO #20220608). Amendment of the Budget Ordinance will reduce the stated Hoerr purchase order by $260,000 and will allow for a new purchase order to be issued to American for $265,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: P.J. Hoerr Inc., Spohn Ranch Inc., and American Ramp Company.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with American Ramp Company replacing Spohn Ranch Inc. for the O'Neil Park & Pool Skatepark Project in the amount of $265,000. The P.J. Hoerr Inc. purchase order will be lowered by $260,000. The skatepark will be paid out of the Capital Improvement Fund-Park Construction-O'Neil Pool account (40100100-72570-49000). Please see the Exhibit for specific accounts on the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-1: Ensure a broad range of employment opportunities for all residents. (ED-1.1: Focus on retention and expansion of existing business.); ED-5: Enhance tourism based-economic development. (ED-5.1: Expand tourism attractions and destinations.); HL-2: Ensure maximum usage of the City's parks and recreational facilities and associated resources. (HL-2.1: Ensure easy access and availability of park facilities for residents as well as community groups.) HL-3: Ensure a healthy environment and accessibility of parks and open spaces. (HL-3.2: Ensure accessibility of parks, open spaces, and other recreational facilities to all residents.); HL-4: Continue to develop quality parks and recreational programming for all. (HL-4.1: Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities.); CF-1: Continue to provide quality public facilities and services. (CF-1.4: Focus resources on maintain and developing facilities that support the goal of contiguous and impact growth that leverage existing communities' facilities such as fire, parks, and schools.)

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Office Manager

ATTACHMENTS:
PARKS 4B American Ramp Amendment Ordinance
PARKS 4C American Ramp Agreement
PARKS 4D Budget Amendment Ordinance
PARKS 4E Budget Amendment Exhibit

ORDINANCE NO. 2023-________

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

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 waiving the formal bidding process and approve an Agreement with American Ramp Company to replace Spohn Ranch Inc., for the O'Neil Park & Pool Skatepark, in the amount of $265,000; and

WHEREAS, the skatepark project consists of work necessary to provide a recreational area within the O'Neil Park & Pool complex for skatepark activities; and

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

WHEREAS, City Council finds it in the best interest of the City to waive the formal bidding process and approve the agreement with American Ramp Company.

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

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

Section 2. Any technical bidding requirements are waived, and the 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.

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 form the invalid parts shall remain in full force and effect.

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

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

SKATEPARK DESIGN-BUILD AGREEMENT

THIS AGREEMENT is made this ___ day of May, 2023, by and between The City of Bloomington (hereinafter called "**OWNER**"), whose principal office is located at 115 E. Washington St., Bloomington, IL 61701, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: O'Neil Park Skatepark
LOCATION: Bloomington, IL
PROJECT NUMBER: ____________________

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1
DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Finalize Conceptual Design.

1.3 CONSTRUCTION: Transition style skatepark structure as determined by design. Scope of work is limited to the footprint of the skatepark as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work

ARTICLE 2
CONTRACT AMOUNT

OWNER agrees to pay CONTRACTOR the sum of **TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($ 265,000.00),** subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed. The City will not be responsible for the payment of any tax, nor shall it be responsible for the payment of any other fees or surcharges passed on by CONTRACTOR.

2.1 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones (tentative dates listed below):

5% At Signing of Contract
20% At Completion of Conceptual Design
25% Upon Completion of Layout
25% Upon Completion of Specialty Work
25% Upon Completion of Flatwork

All progress billings are due in full within 5 days of receipt of invoice from CONTRACTOR.

2.2 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.3 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

ARTICLE 3
INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less that $1,000,000 per accident for injury and $1,000,000 per employee for disease with a $1,000,000 disease policy limit.

CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder. The indemnity set forth in the section shall not be limited by insurance requirements or by any other provision of this Agreement.

ARTICLE 4
CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing and agreed by both parties.

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 Neither party shall be liable for delays in the completion of the Project or fulfillment of the obligations of this Agreement, which arise out of or are caused directly by an event of Force Majeure. Force Majeure is defined as circumstances beyond the parties reasonable control, including acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; major power failures; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation. Upon resolution of the event of Force Majeure where project construction has been delayed, CONTRACTOR shall make every reasonable effort to coordinate with OWNER to resume adherence to scheduled milestones and completion dates.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the skatepark be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because ramps/rails were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project construction reasonably associated with the same or similar work, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction. All work performed by CONTRACTOR 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.

4.9 CONTRACTOR understands that the O'Neil Park Project involves the construction of other structures surrounding and adjacent to the future O'Neil Park Skatepark and agrees to cooperate with the OWNER and the General Contractor of those structures in order to coordinate safe and efficient work for all parties.

ARTICLE 5
MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors, and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. The non-breaching party shall be entitled to all remedies, whether in law or in equity.

5.3 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.

5.4 CONTRACTOR shall have no right, express or implied, to use in any manner the name or other designation of the OWNER or any other name or trademark, or logo of the OWNER for any purpose in connection with the performance of this Agreement.

5.5 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.6 Claims, disputes, or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Illinois law and shall be determined exclusively in the Courts of McLean County, Illinois without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

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

5.8 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

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

OWNER:

Firm: City of Bloomington

Authorized Signature: ______________________________

Name Print: ______________________________

Date Executed: ______________________________

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: John Hunter

Name Print: John Hunter

Date Executed: 5/10/2023 | 3:55 PM PDT

**** **NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED, ATTACHED TO THIS AGREEMENT. ******

SCOPE OF WORK

TASK 1.0- DESIGN

1.1 DESIGN FINILIZATION

- ARC to finalize current schematic level design plans and provide necessary shop drawings and plans, all of which shall only be made final upon approval of the City, to move forward with construction and for others to provide rough grading and lay necessary skatepark drainage.
- *Major programing to remain, but adjustments expected to layout to finalize and refine design.

TASK 2.0- CONSTRUCTION PHASE

2.1 CUSTOMER PROVIDES*:

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ARC with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ARC's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.
- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.
- All fill materials.
- Laying drainage.

2.2 INCLUDES*:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site Staking and Layout
- Installation of Rebar
- Install and Finish Shotcrete
- Concrete Flatwork
- Concrete ledges, steps, and turndown walls
- Expansion joints, Saw Cuts and Cold Joints
- Pipe coping edgings, rails
- Park Sealing

- Fine Grading

2.3 EXCLUDES*:

- Rough Grading
- Laying Drainage
- Erosion and Sediment Control
- Stabilized Construction Entrance
- Landscaping, Site and Turf Restoration post skatepark construction
- Sidewalks/Walkways and Site Amenities of any Kind
- Permits, Construction Documents, fees and/or engineering and stamping.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

****All items above can be provided for an additional fee.**

Task 2.0 Deliverables:

- Fully constructed transition style skatepark.
    - Completion of Conceptual Design – Within 60 days of signing Agreement
    - Mobilization – October 1, 2023
    - Completion of Layout – October 15, 2023
    - Completion of Specialty Work – November 1, 2023
    - Completion of Flatwork – November 15, 2023

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 Capital Improvement Fund Balance and increase the Capital Improvement Fund budget by $265,000, for a Construction Agreement between the City of Bloomington and American Ramp Company replacing Spohn Ranch Inc. for the O'Neil Park & Pool Skatepark Project, as requested by the Parks & Recreation 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 and approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ____ day of May 2023.

CITY OF BLOOMINGTON

____

Mboka Mwilambwe, Mayor

ATTEST

____

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40100100-40000	Capital Improvement	Capital Improvement Fund-Use of Fund Balance	$ (265,000.00)	
40100100-72570-49000	Capital Improvement	Capital Improvement Fund-Park Construction	$ 265,000.00	
		Net Transaction:	$ -	

CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The O'Neil Park & Pool Project was awarded to P.J. Hoerr Inc. (Hoerr) on March 29, 2022. A project of this magnitude has many moving parts with numerous subcontractors, material needs, timing, permits, etc. Due to labor shortages, supply issues, and unfavorable weather, an amendment to the contract is being requested to move the substantial completion date from May 27, 2023 to August 31,2023.

The proposed amendment also updates the company that will be providing the design and construction of the skatepark. Spohn Ranch, a California company, was originally identified as the company that would complete the skatepark project, however, no contract was ever able to be agreed upon between the City and Spohn. As a result, City staff are bringing forward a contract with a different company, one more regionally located out of Missouri, American Ramp.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: P.J. Hoerr Inc. and American Ramp Company

FINANCIAL IMPACT: There is no material financial impact associated with this Ordinance.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-1: Ensure a broad range of employment opportunities for all residents. (ED-1.1: Focus on retention and expansion of existing business.); ED-5: Enhance tourism based-economic development. (ED-5.1: Expand tourism attractions and destinations.); HL-2: Ensure maximum usage of the City's parks and recreational facilities and associated resources. (HL-2.1: Ensure easy access and availability of park facilities for residents as well as community groups.); HL-3: Ensure a healthy environment and accessibility of parks and open spaces. (HL-3.2: Ensure accessibility of parks, open spaces, and other recreational facilities to all residents.); HL-4: Continue to develop quality parks and recreational programming for all. (HL-4.1: Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities.); CF-1: Continue to provide quality public facilities and services. (CF-1.4: Focus resources on maintain and developing facilities that support the goal of contiguous and impact growth that leverage existing communities' facilities such as fire, parks, and schools.)

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Office Manager

ATTACHMENTS:
PARKS 5B Ordinance
PARKS 5C Amendment

ORDINANCE NO. 2023-________

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

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 of Bloomington and P.J. Hoerr have an agreement, dated March 29, 2022, for the construction of the O'Neil Park and Pool improvements (hereinafter "Agreement"); and

WHEREAS, there were numerous unforeseen delays to the project necessitating the substantial completion date be changed from May 27, 2023 to August 31, 2023; and

WHEREAS, the proposed contract with the potential designer and builder of the skate park, Spohn Ranch, a California company, did not come to fruition and the City obtain proposals from more regional companies and is moving forward with American Ramp, a Missouri company; and

WHEREAS, the parties desire to amend the Agreement to extend the substantial completion period and update the name of the company providing the skate park design and construction as set forth herein; and

WHEREAS, the City Council finds it in the best interest of the City to approve the make the changes outlined in this Ordinance.

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 proposed amendment to the Agreement and Contract Documents modifying the substantial completion date and updating the company providing the skate park design and build is hereby approved, and the City Manager is authorized to execute said amendment and any other documents to effectuate said changes.

Section 3. All other provisions of the Agreement shall remain in full force and effect.

Section 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable form the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 6. This Ordinance is enacted pursuant to the home rule authority of the City of

Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON

____

Mboka Mwilambwe, Mayor

ATTEST

____

Leslie Smith-Yocum, City Clerk

AMENDMENT TO THE AGREEMENT AND CONTRACTUAL DOCUMENTS BETWEEN THE CITY OF BLOOMINGTON AND PJ HOERR FOR THE O'NEIL PARK & POOL IMPROVEMENT PROJECT RELATED TO THE SKATE PARK AND SUBSTANTIAL COMPLETION

This First Amendment, made and entered into this 22nd day of May 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and P.J. HOERR, WITNESSETH that:

WHEREAS, the parties have an Agreement, dated March 29, 2022, for the construction of the O'Neil Park and Pool improvements; and

WHEREAS, there were numerous unforeseen delays to the project necessitating the substantial completion date be changed from May 27, 2023 to August 31, 2023; and

WHEREAS, the proposed contract with the potential designer and builder of the skate park, Spohn Ranch, a California company, did not come to fruition and the City therefore obtained proposals from more regional companies and is moving forward with American Ramp Company, a Missouri company; and

WHEREAS, the parties desire to amend the Agreement and related Contractual Documents to extend the substantial completion period and update the name of the company providing the skate park design and construction as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Completion Date. Section 3.3.1 of the Agreement shall be amended as follows to clarify the term of the Agreement:

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustment of Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[x] By the following date: ~~27 May 2023~~ 31 August 2023

3. Amendment Related to Skate Park. The City will no longer be utilizing Williams Architects or Spohn Ranch to provide the skate park design and construction. Accordingly, any references in the Agreement and/ or Contract Documents to Spohn Ranch shall be replaced with American Ramp Company and the provision in the proposal related to Spohn Ranch and Williams Architects related to the skate park shall be stricken and replaced as follows:

> Bidder agrees to accept the design/build required for proposal selection of American Ramp for the skate park, at the negotiated price of $265,000 and is responsible for coordinating the work to be completed in conjunction with the O'Neil Park & Pool Improvement Project.

4. Remaining Provisions. In all other respects the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for the O'Neil Park and Pool project this day and year first above written.

CITY OF BLOOMINGTON	**P.J. HOERR**
By: ______________________________	By: ____________________________
Its City Manager	Its Manager/Principal
ATTEST:	ATTEST:
By: ____________________________	By: ____________________________
Its City Clerk	Its Secretary

CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: To help prepare for upcoming retirements within the Police Department, the City is proposing to amend City Code provisions that place certain limitations on the number of personnel within individual classifications to ensure proper transitions and cross-training can take place. For example, the City Code limits the number of lieutenants to six (6) and the number of sergeants to sixteen (16). The newly proposed language would allow, for example, more than the maximum number of sergeants for purposes of cross-training and transitioning where the employment/appointment will not exceed 90-days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, no material impact to the City's budget will result. Rather, the majority of appointments/promotions that occur within the Police Department will be internal, resulting in no additional funds being spent.

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: Ken Bays, Assistant Police Chief

ATTACHMENTS:
PD 2B Ordinance

ORDINANCE NO. 2023 - ______

AN ORDINANCE AMENDING CHAPTER 35 REGARDING THE COMPOSITION OF THE BLOOMINGTON POLICE DEPARTMENT

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

Section 1. That Bloomington City Code Chapter 35, Section 1, shall be amended as set forth below:

§ 35-101 [Ch. 35, Sec. 1] Composition of Department - indefinite absences.

The established personnel of the Police Department of the City of Bloomington shall consist of the following persons: Chief of Police, three Assistant Chiefs of Police, six Lieutenants, 16 Sergeants, 102 Police Patrol Officers, and such civilian employees as may be provided for in the annual budget. The limitations provided herein shall not prohibit the appointment/employment of an individual to a position or rank for the purposes of transitioning and/or cross-training where said appointment/employment does not exceed ninety (90) days. The Police Department shall be composed of the following offices to which the Officers and civilian employees shall be assigned:

Office of the Chief of Police
Office of the Assistant Chief of Operations
Office of the Assistant Chief of Administration
Office of the Assistant Chief of Professional Standards

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 approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ______ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
______________________________	______________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 9

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 42 Ravenwood Circle, 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, Jake Bennett, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 42 Ravenwood Circle.

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, April 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 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 February 28, 2023, and courtesy notices were mailed to 65 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, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 3B Ordinance
E&CD 3C Staff Report
E&CD 3D Minutes

ORDINANCE NO. 2023 - ____

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

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 42 Ravenwood Circle, 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 Chapter 44, Section 1707 and with the additional Use Provisions as forth in Chapter 44, Section 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 42 Ravenwood Circle, legally described in Exhibit “A”, 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 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 22nd day of May 2023.

APPROVED this _______ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOT 140 IN THE FOURTH ADDITION TO EAGLE RIDGE SUBDIVISION IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 11, 1987 AS DOCUMENT NO. 87-21222, IN MCLEAN COUNTY, ILLINOIS.

PIN: 14-25-205-005

EXHIBIT B

Site Plan

ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	April 19, 2023
CASE NO:	SP-02-23, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a request submitted by Jake Bennett for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 42 Ravenwood Circle. PIN: 14-25-205-005. ***CONTINUED FROM MARCH 15th MEETING***

BACKGROUND

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

The item was continued at the March 15th Zoning Board of Appeals meeting, as the Petitioner was not present and potential concerns were identified by neighbors.

Notice
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, February 28, 2023. Courtesy notices were mailed to 65 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The property at 42 Ravenwood Circle consists of 0.25 acres of land on Ravenwood Circle located near the intersection of Park Ridge Road and Ravenwood Circle in the Eagle Ridge 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 synthetic fence.

Surrounding Zoning and Land Uses

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

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

Subject Code Requirements
§ 44-908C-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 of the Standards of Approval listed in § 44-1707H and discussed below.

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

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

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

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

The Special Use should not impair normal use and enjoyment of the surrounding properties. The 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 a structure and 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-1C (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

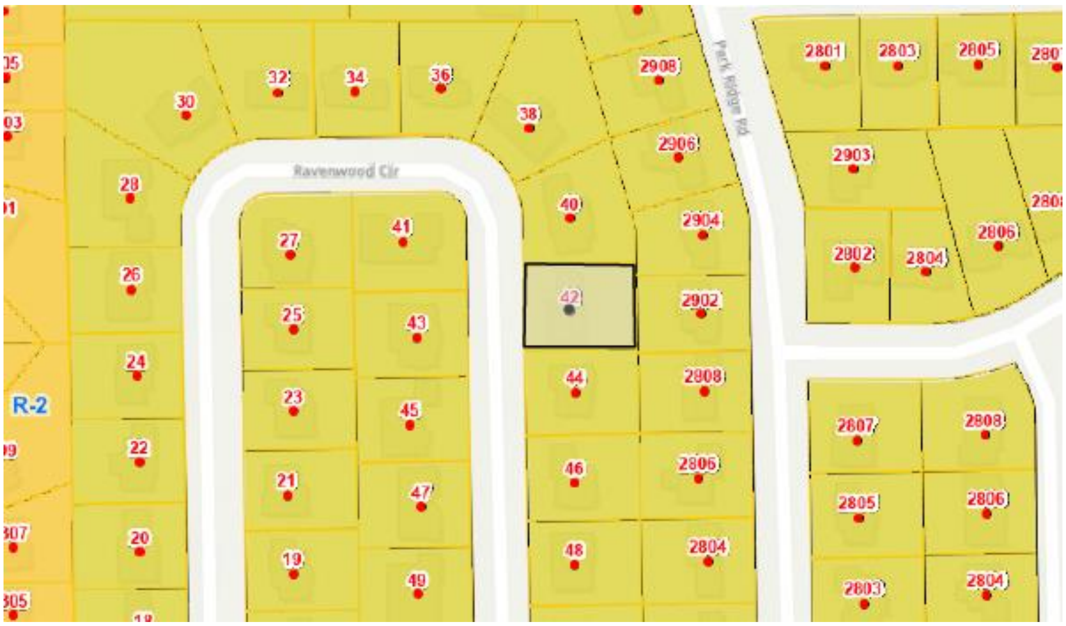
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-level View
4. Site Plan
5. Neighborhood notice map

Attachment 1 - Zoning Map

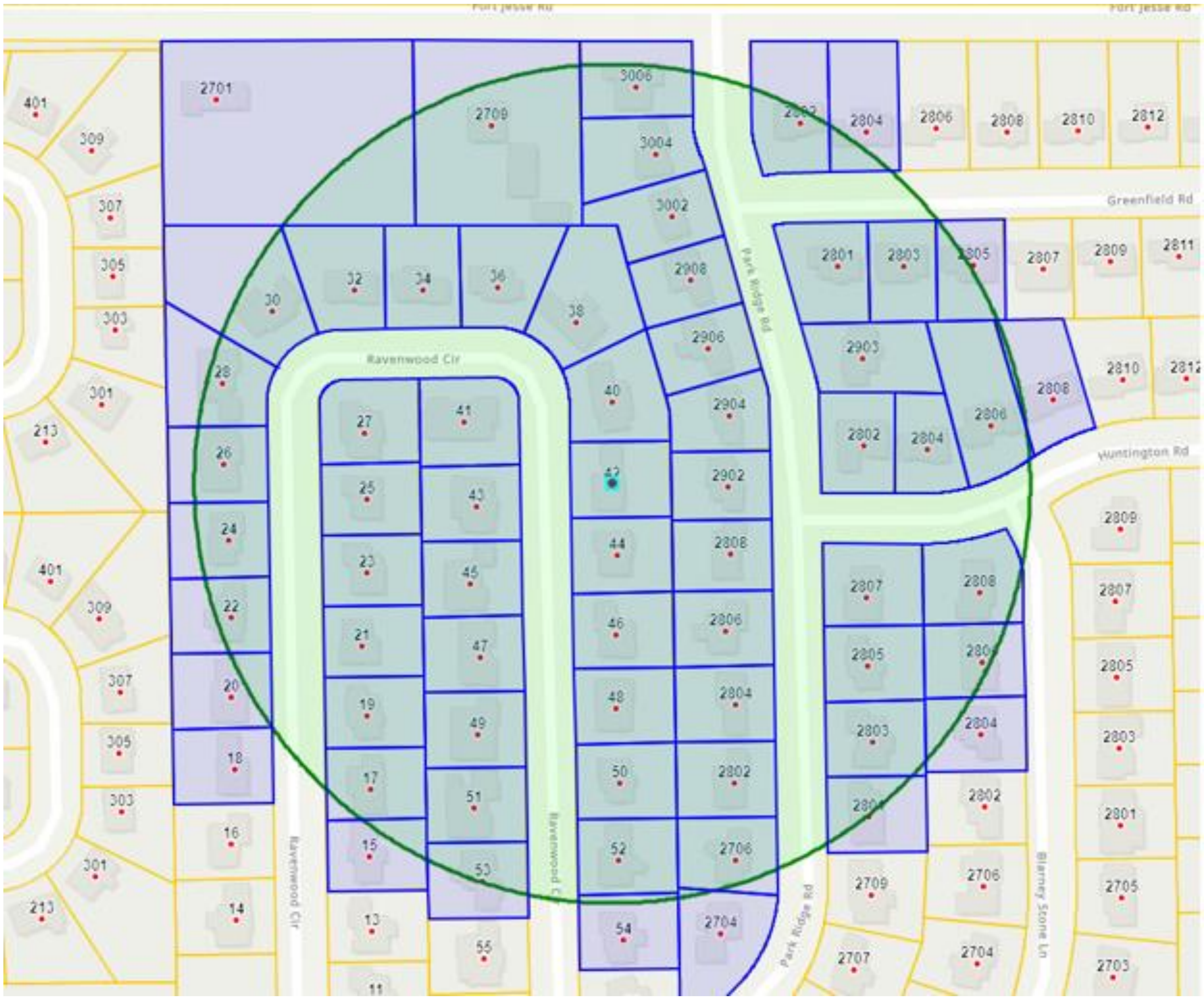


Attachment 2 - Aerial Image(s)

Attachment 3 – Ground-level View

Attachment 4 - Site Plan

Attachment 4 - Neighborhood notice map



REGULAR AGENDA

SP-02-23 Public hearing, review, and action on a request submitted by Jake Bennett for approval of a Special Use Permit for Chicken-Keeping for the property located at 42 Ravenswood Circle. PIN: 14-25-205-005. (Ward 9.) ***Continued from the MARCH 15, 2023, meeting*.**

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He stated the case had been continued from the previous meeting as the Petitioner was unable to attend.

Chair Straza opened the public hearing.

Petitioner, Jake Bennett (42 Ravenswood Circle) stated he does not share the concerns that have been previously raised. He stated he will not have roosters and is happy to speak with any concerned neighbors about potential issues. He stated his brother has raised chickens in the past. He added his children like chickens, so they are interested in having some of their own.

Commissioner Ballantini asked for affirmation that Mr. Bennett has read and understands the relevant rules. Mr. Bennett confirmed.

Terry Miller (2808 Park Ridge Road) stated he opposes the Special Use. He asked for clarification on whether the site plan meets the criteria.

Mr. Branham stated the site plan does not include dimensions from the coop to property lines, but the 10-foot minimum must be met to be permitted.

Mr. Miller stated he has concerns about the chicken food drawing prey animals. He stated that acquaintances at 7 Chloe Court informed him that 10 Chloe Court has a permit and still does cause issues for the neighbors.

Roy Laws (2806 Park Ridge Road) asked how to file a complaint if there do end up being issues with the chickens.

Ms. Pemberton explained for the audience how to file complaints with the City of Bloomington and clarified that there is no approved Special Use for Chicken-Keeping at 10 Chloe Court.

Mr. Laws thanked Staff for the information. He stated that you can smell chicken farms for miles when you drive by in the country. He added he had concerns about attracting other animals and the potential for avian flu.

Mr. Bennett replied that there are strict limits on the number of chickens that you can have on properties in the City; they are not interested in having a chicken farm in their backyard.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Ballantini.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

V-04-23 Public hearing, review, and action on a request submitted by Mark Parker for approval of Variances for Front, Side, and Rear Yard setbacks for the property located at 703 N. Evans Street. PIN: 21-04-276-005.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including the nonconforming lot and existing nonconforming structure.

Chair Straza opened the public hearing.

Petitioner, Mark Parker (1101 E. Monroe Street) described the challenge associated with trying to sell the property when the appraisal found the nonconformity. He stated they are not intending to expand or construct additional structures. He stated they need to be allowed to rebuild should the home be damaged, so the contract buyers can obtain the insurance and mortgage for the property.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Ballantini made a motion to establish findings of fact that the standards for approval of a Variance are met, that carrying out the strict letter of the Code does create a practical difficulty or particular hardship for the petitioner, and to approve the petition for Variances to § 44-403B, as presented. Seconded by Commissioner Harris.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

SP-03-23 Public hearing, review, and action on a request submitted by Hayley Sefton for approval of a Special Use Permit for Chicken-Keeping for the property located at 2721 Essington Street. PIN: 21-18-379-011.

CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 2721 Essington Street, 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, Hayley Sefton, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 2721 Essington Street.

Summary of Request:

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

On Wednesday, April 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 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 Friday, March 31, 2023, and courtesy notices were mailed to 122 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, Sr. Economic Development Coordinator

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 CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 2721 ESSINGTON STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 2721 Essington 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 Chapter 44, Section 1707 and with the additional Use Provisions as forth in Chapter 44, Section 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 2721 Essington Street, legally described in Exhibit "A", 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 22nd day of May 2023.

APPROVED this _______ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
___________________________	___________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

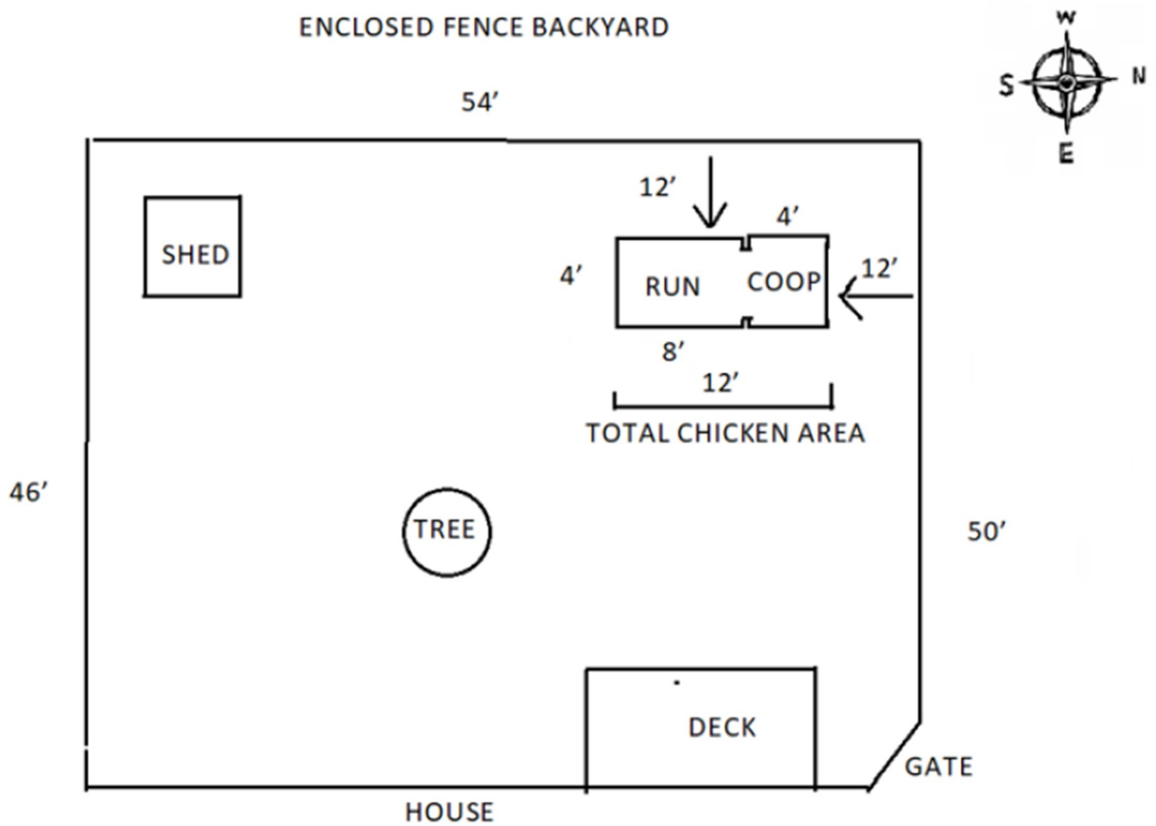
Legal Description

LOT 165 IN PEPPER RIDGE SUBDIVISION SECOND ADDITION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1993 AS DOCUMENT NO. 11952, SITUATED IN THE COUNTY OF MCLEAN, IN THE STATE OF ILLINOIS.

PIN: 21-18-379-011

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	April 19, 2023
CASE NO:	SP-03-23, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a request submitted by Hayley Sefton for approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 2721 Essington Street. PIN: 21-18-379-011.

BACKGROUND

Request
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (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 Friday, March 31, 2023. Courtesy notices were mailed to 122 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics
The property at 2721 Essington Street consists of 0.16 acres of land located near the intersection of Essington Street and Bainbridge Lane in the Pepper Ridge 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 wooden fence and a four-foot-tall chain link fence.

Surrounding Zoning and Land Uses

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

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

Subject Code Requirements
§ 44-908C-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-1C (Single-Family Residence) District

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

   The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. 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-1C (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met***.

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

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

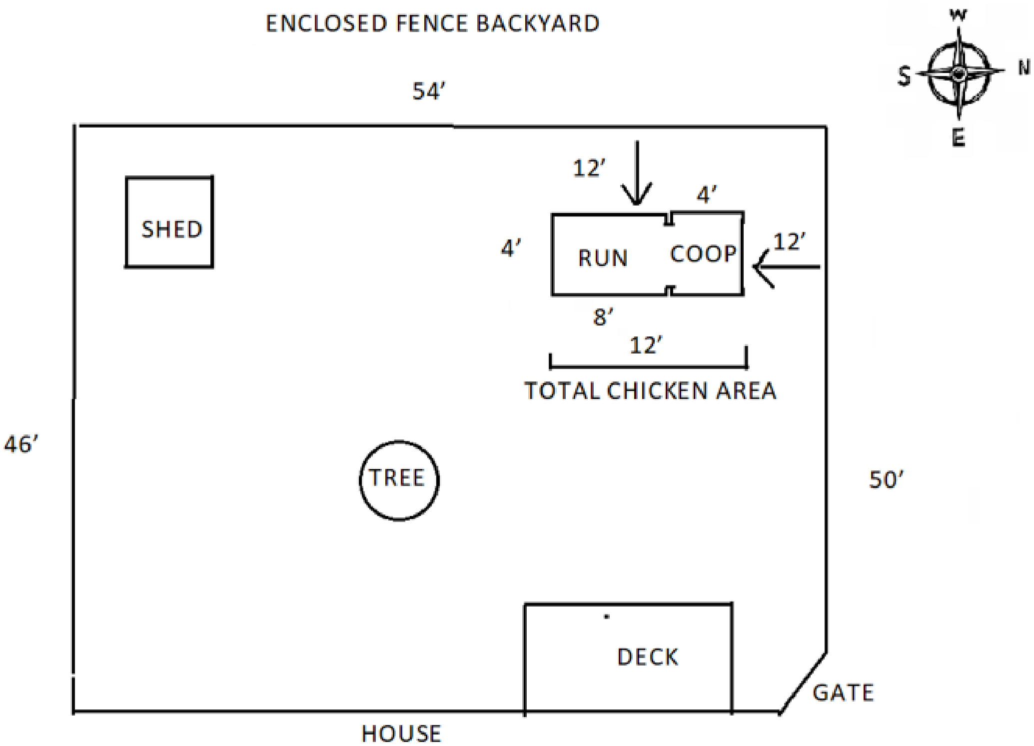
Attachment 2 - Aerial Image(s)

Attachment 3- Ground-Level View

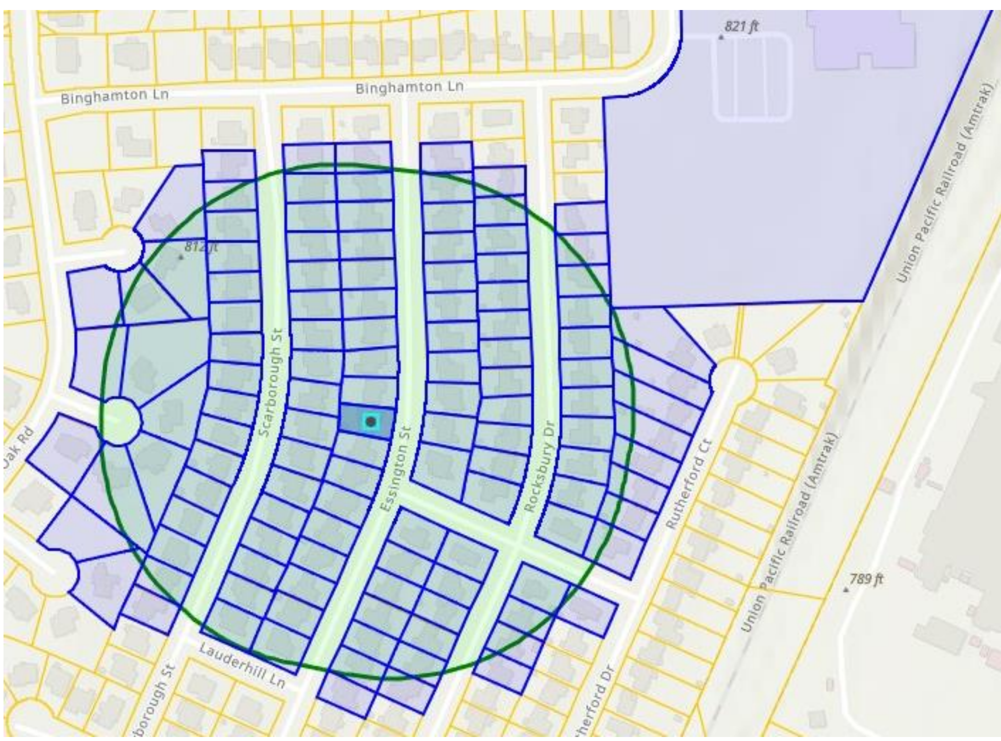
Attachment 4 – Petitioner-Submission – Description of Project

This Special Use Permit will be used to establish a small backyard chicken coop to house no more than four chickens selected from breeds known to be docile and quiet. The property owner is the applicant. The backyard is completely enclosed with established fences. The chicken coop will include an attached covered run. The chicken coop will be 4’x4’ and the attached covered run will be 4’x8’.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Ballantini.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

V-04-23 Public hearing, review, and action on a request submitted by Mark Parker for approval of Variances for Front, Side, and Rear Yard setbacks for the property located at 703 N. Evans Street. PIN: 21-04-276-005.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including the nonconforming lot and existing nonconforming structure.

Chair Straza opened the public hearing.

Petitioner, Mark Parker (1101 E. Monroe Street) described the challenge associated with trying to sell the property when the appraisal found the nonconformity. He stated they are not intending to expand or construct additional structures. He stated they need to be allowed to rebuild should the home be damaged, so the contract buyers can obtain the insurance and mortgage for the property.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Ballantini made a motion to establish findings of fact that the standards for approval of a Variance are met, that carrying out the strict letter of the Code does create a practical difficulty or particular hardship for the petitioner, and to approve the petition for Variances to § 44-403B, as presented. Seconded by Commissioner Harris.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

SP-03-23 Public hearing, review, and action on a request submitted by Hayley Sefton for approval of a Special Use Permit for Chicken-Keeping for the property located at 2721 Essington Street. PIN: 21-18-379-011.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions.

Chair Straza opened the public hearing.

Agent for the Petitioner, Theresa Eubanks (2721 Essington Street) described her extensive experience raising chickens, stating the Petitioner has experience with them as well.

Commissioner Harris asked whether the run has walls and a roof. Ms. Eubanks explained the coop has solid walls like a house, but the run is open wire to allow air and grass access; it does have a roof of the same material.

Commissioner Ballantini asked for clarification whether the Petitioner currently had chickens. Ms. Eubanks stated not currently but had for many years previously.

Commissioner Ballantini asked if there was an existing fence on all sides of the property. Ms. Eubanks confirmed yes.

Commissioner Ballantini inquired whether they had spoken with neighbors. Ms. Eubanks stated they had spoken to both adjacent neighbors who expressed support.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Foley.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

SP-04-23 Public hearing, review, and action on a request submitted by Hannah Denney for approval of a Special Use Permit for Chicken-Keeping for the property located at 8 Holder Way. PIN: 14-36-333-004.

Mr. Branham stated the request had been withdrawn by the applicant.

SP-05-23 Public hearing, review, and action on a request submitted by Elliot Lusk for approval of a Special Use Permit for Chicken-Keeping for the property located at 1210 W. Mill Street. PIN: 21-05-462-020.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.P.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District for the Property Located at 1210 W. Mill Street, 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, Elliot Lusk, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1210 W. Mill Street.

Summary of Request:

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

On Wednesday, April 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 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 Friday, March 31, 2023, and courtesy notices were mailed to 87 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, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 5B Ordinance
EC&D 5C Staff Report
E&CD 5D Minutes

ORDINANCE NO. 2023 - ___

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 1210 W. Mill 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 Chapter 44, Section 1707 and with the additional Use Provisions as forth in Chapter 44, Section 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 1210 W. Mill Street, legally described in Exhibit "A", 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 22nd day of May 2023.

APPROVED this ______ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

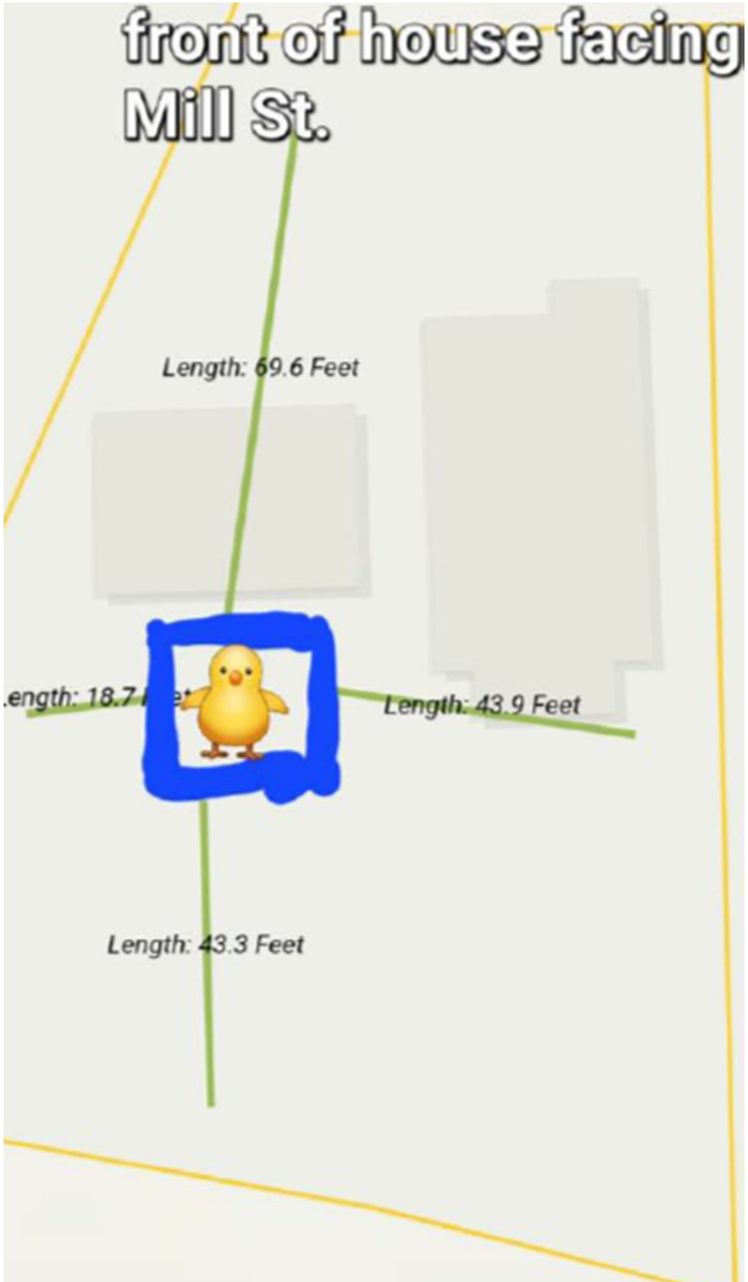
Legal Description

LOT 117 IN CITIZENS ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS, AND OUTLOT FOUR (4) TJADEN'S WESTERN CONSOLIDATION SUBDIVISION, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

PIN: 21-05-462-020

EXHIBIT B

Site Plan



CITY OF Bloomington ILLINOIS

ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	April 19, 2023
CASE NO:	SP-05-23, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a request submitted by Elliot Lusk for approval of a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, for the property located at 1210 W. Mill Street. PIN: 21-05-462-020.

BACKGROUND

Request
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-2 (Mixed Residence) District, per § 44-1011, which states "On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use…" No variations to the code are requested.

Notice
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, March 31, 2023. Courtesy notices were mailed to 87 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics
The property at 1210 W. Mill Street consists of 0.40 acres of land located near the intersection of W. Mill Street and S. Livingston Street in the Citizens Addition to Bloomington. It is improved with a single-family home with a detached garage. The rear yard of this property, where the coop will be located, is screened by a four-foot-tall chain link fence and existing landscaping. The railroad also abuts the property directly to the west.

Surrounding Zoning and Land Uses

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

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

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

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

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

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

STANDARDS FOR REVIEW

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

Special Use Permit to allow Chicken-Keeping in the R-2 (Mixed Residence) District

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

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

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

   The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing and landscaping 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 and railroad tracks. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

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

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

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

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

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

   The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-2 (Mixed Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF RECOMMENDATION

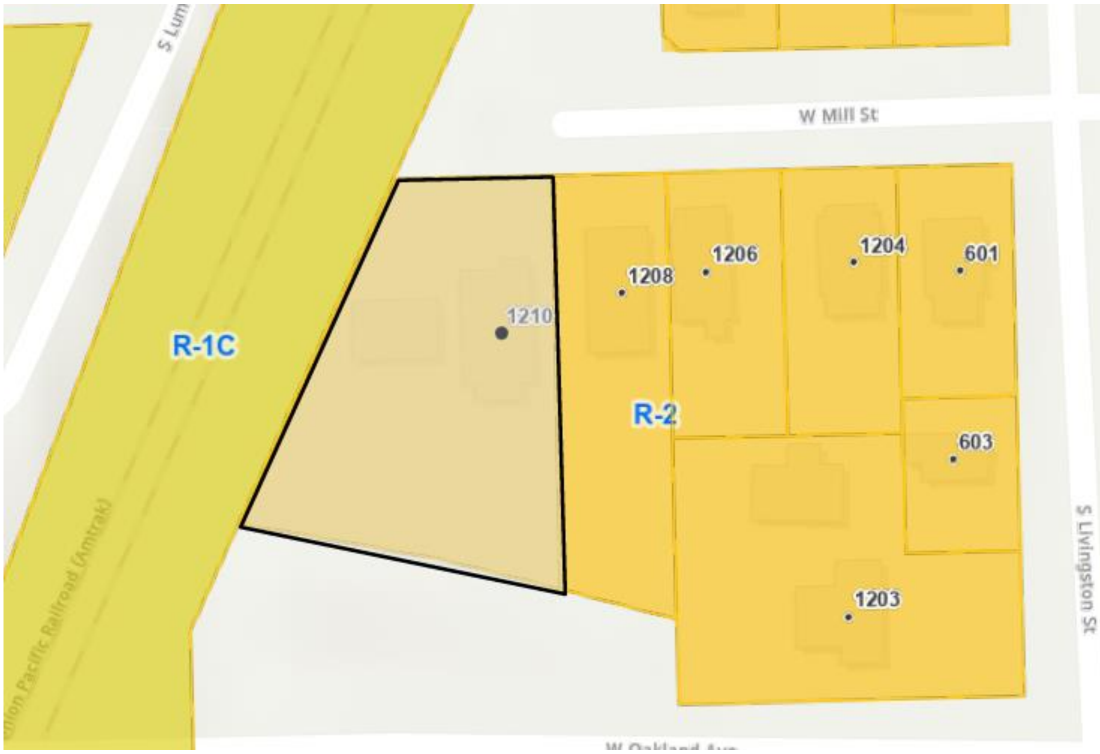
Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

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

Respectfully submitted,
Jon Branham
City Planner

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

Attachment 1 - Zoning Map



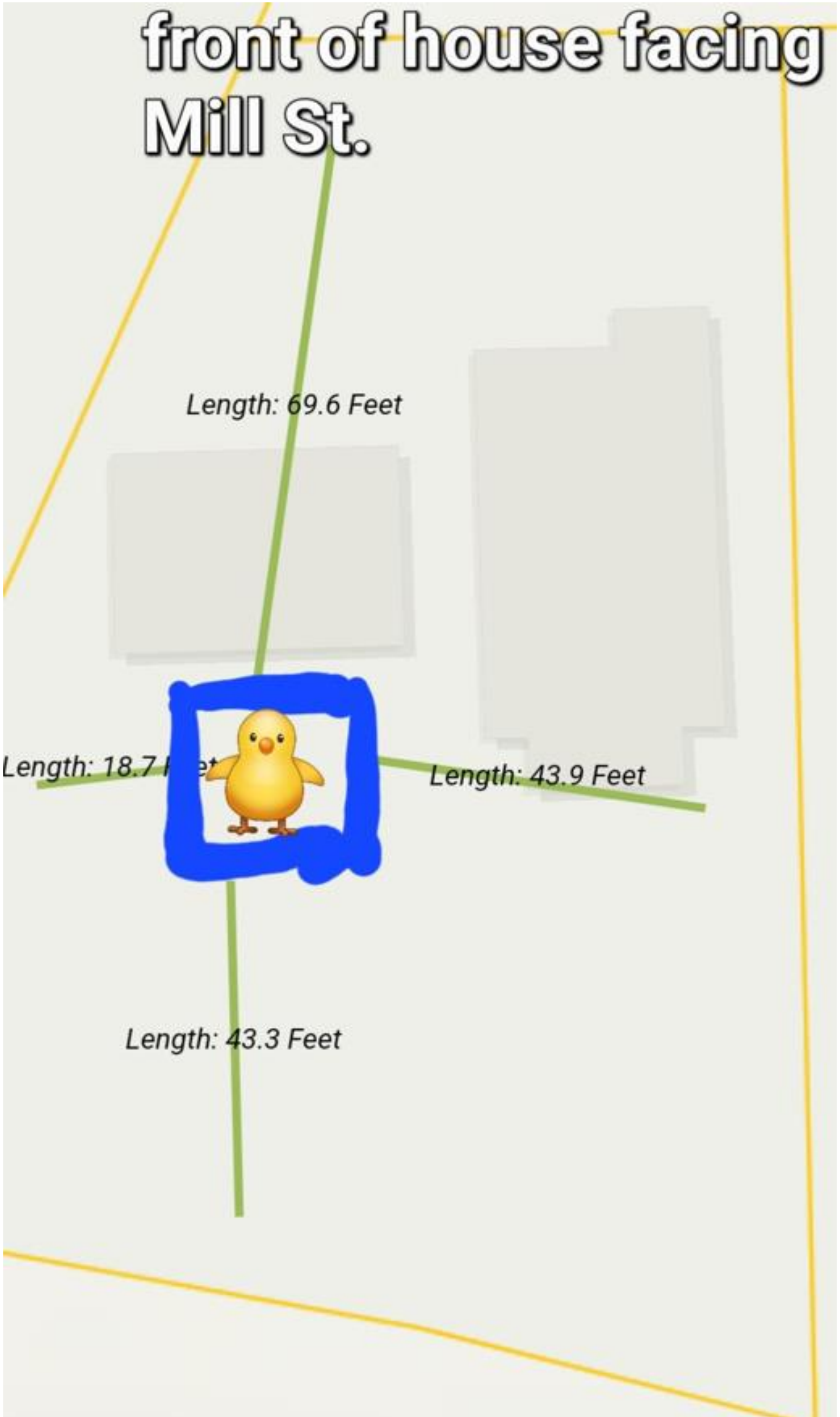
Attachment 2 - Aerial Image(s)

Attachment 3- Ground-Level View

Attachment 4 – Petitioner-Submission – Description of Project

Allowing the keeping of up to four hens at 1210 W Mill St in Bloomington

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions.

Chair Straza opened the public hearing.

Agent for the Petitioner, Theresa Eubanks (2721 Essington Street) described her extensive experience raising chickens, stating the Petitioner has experience with them as well.

Commissioner Harris asked whether the run has walls and a roof. Ms. Eubanks explained the coop has solid walls like a house, but the run is open wire to allow air and grass access; it does have a roof of the same material.

Commissioner Ballantini asked for clarification whether the Petitioner currently had chickens. Ms. Eubanks stated not currently but had for many years previously.

Commissioner Ballantini asked if there was an existing fence on all sides of the property. Ms. Eubanks confirmed yes.

Commissioner Ballantini inquired whether they had spoken with neighbors. Ms. Eubanks stated they had spoken to both adjacent neighbors who expressed support.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Foley.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

SP-04-23 Public hearing, review, and action on a request submitted by Hannah Denney for approval of a Special Use Permit for Chicken-Keeping for the property located at 8 Holder Way. PIN: 14-36-333-004.

Mr. Branham stated the request had been withdrawn by the applicant.

SP-05-23 Public hearing, review, and action on a request submitted by Elliot Lusk for approval of a Special Use Permit for Chicken-Keeping for the property located at 1210 W. Mill Street. PIN: 21-05-462-020.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted characteristics of the property.

Chair Straza opened the public hearing.

Petitioner, Elliot Lusk (1210 W. Mill Street) described his experience with chickens and his intent for the location and construction of the coop. He stated he had reviewed the requirements and will adhere to them.

Commissioner Straza inquired if he had spoken with the neighbors. Mr. Lusk stated the neighbors have opposite work schedules, so he has not spoken to them.

Commissioner Ballantini inquired about the fencing at the property. Mr. Lusk stated a chain link fence surrounded the property.

Commissioner Ballantini asked about the location of food storage. Mr. Lusk stated food would be stored inside the garage in a waterproof container.

Commissioner Ballantini inquired about experience raising chickens. Mr. Lusk stated he had a biology degree and had worked in pest control; he stated he wanted to keep healthy birds.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Zwaga.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

SP-06-23 Public hearing, review, and action on a request submitted by Alex Welch for approval of a Special Use Permit for Chicken-Keeping for the property located at 612 N. Oak Street. PIN: 21-04-152-019.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions.

Chair Straza opened the public hearing.

Petitioner, Alex Welch (612 N. Oak Street) described his reason for wanting to have chickens. He

City of Bloomington Illinois

CONSENT AGENDA ITEM NO. 7.Q.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

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, Alex Welch, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 612 N. Oak Street.

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

On Wednesday, April 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 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 Friday, March 31, 2023, and courtesy notices were mailed to 134 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, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 6B Ordinance
EC&D 6C Staff Report
E&CD 6D Minutes

ORDINANCE NO. 2023 - ___

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

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 612 N. Oak 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 Chapter 44, Section 1707 and with the additional Use Provisions as forth in Chapter 44, Section 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 612 N. Oak Street, legally described in Exhibit "A", 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 22nd day of May 2023.

APPROVED this ____ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

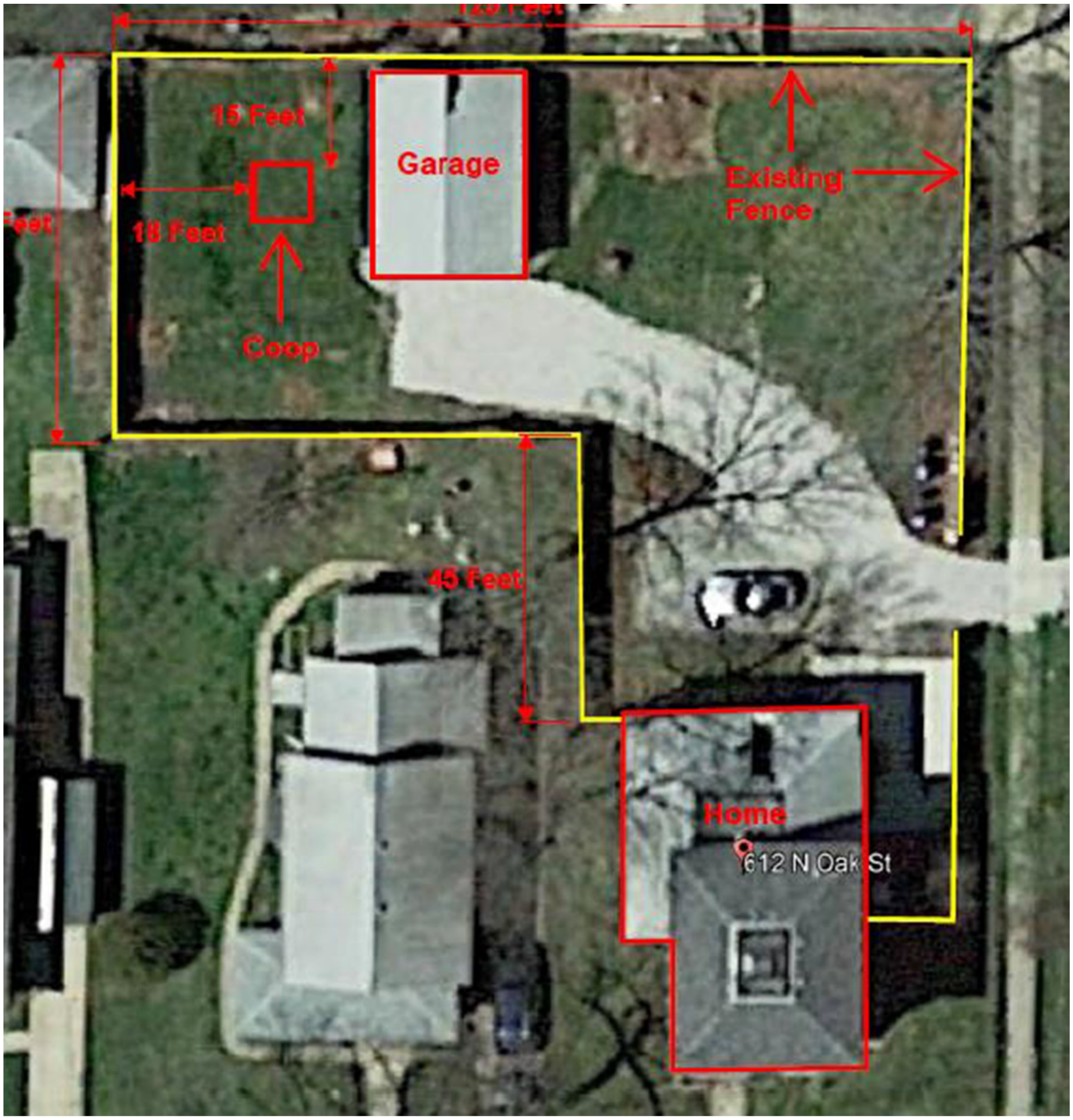
TRACT 1: LOT 1 AND THE WEST 55 FEET OF LOT 4 IN BLOCK 19 IN ALLIN, GRIDLEY, AND PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

TRACT 2: EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 9 FEET OF LOT 4, BLOCK 19, EXCEPT THE WEST 55 FEET THEREOF, IN ALLIN, GRIDLEY, AND PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, FOR THE BENEFIT OF TRACT 1 AS DISCLOSED BY THE DEED FROM PEOPLES BANK OF BLOOMINGTON, TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 4, 1966, MCLEAN COUNTY LAND TRUST NO. D-166 TO THOMAS R. LITTRELL AND ANN C. LITTRELL, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 2, 1975 AS DOCUMENT NO. 75-10017, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-04-152-019

EXHIBIT B

Site Plan



City of Bloomington Illinois

ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	April 19, 2023
CASE NO:	SP-06-23, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a request submitted by Alex Welch for approval of a Special Use Permit for Chicken-Keeping in the GAP-3 Neighborhood District, for the property located at 612 N. Oak Street. PIN: 21-04-152-019.

BACKGROUND

Request
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the GAP-3 Neighborhood 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 Friday, March 31, 2023. Courtesy notices were mailed to 134 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics
The property at 612 N. Oak Street consists of 0.35 acres of land located at the intersection of Locust Street and Oak Street in the Gridley, Allin & Prickett Neighborhood. It is improved with a multi-family residence with a detached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall wooden fence.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	GAP-3 (Single-Family Residence) District	Eating & Drinking Establishment
South	GAP-3 (Single-Family Residence) District	Single-Family Dwelling Units
East	GAP-3 (Single-Family Residence) District	Multi-Family Dwelling Units
West	GAP-3 (Single-Family Residence) District	Multi-Family Dwelling Units

Description of Current Zoning District
The GAP-3 Neighborhood District allows for the development of House, Manor, Multi-Family, and Iconic Buildings. Apartment Buildings are permitted on corner lots. This district also allows a select list of special uses to occur on Market Street [...] (§ 44-6-26).

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

Special Use Permit to allow Chicken-Keeping in the GAP-3 Neighborhood 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 GAP-3 Neighborhood 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

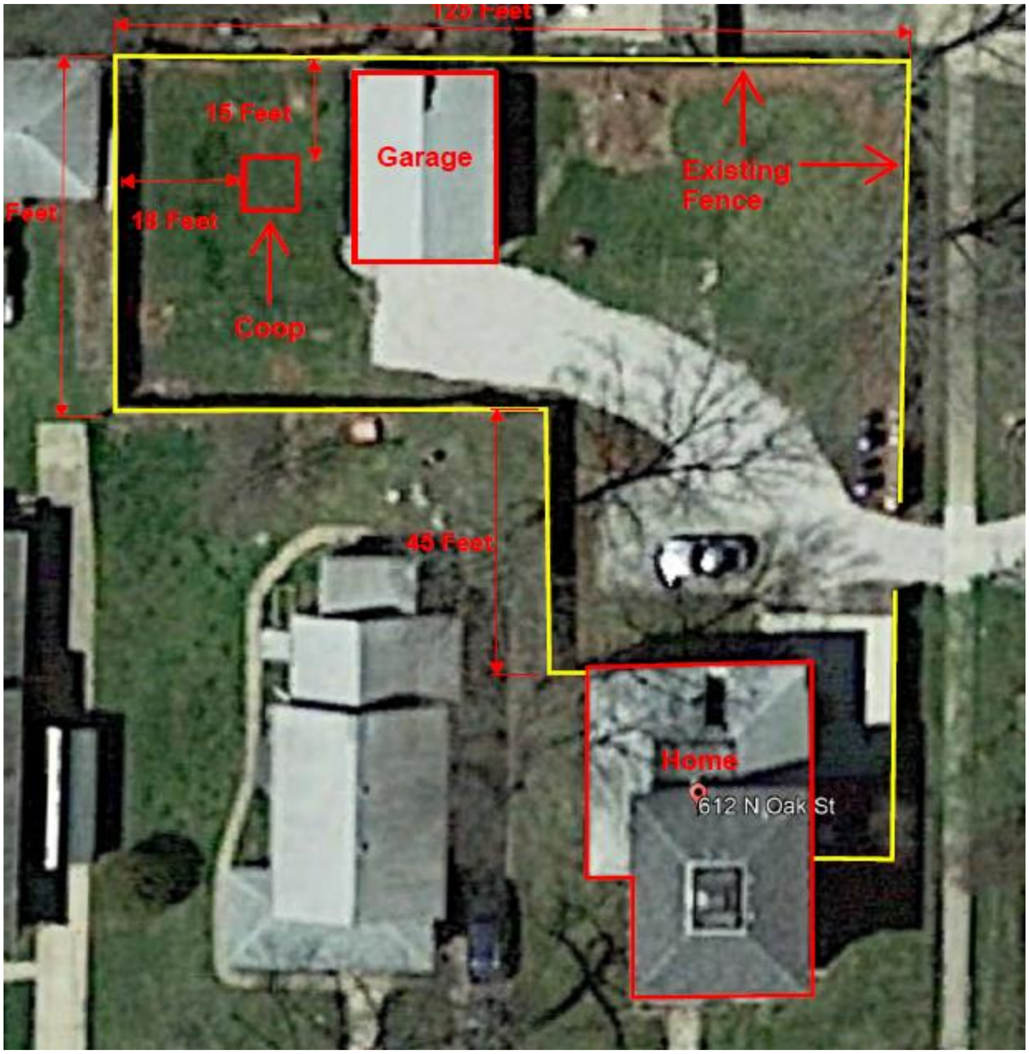
Attachment 2 - Aerial Image(s)

Attachment 3- Ground-Level View

Attachment 4 – Petitioner-Submission – Description of Project

We plan to have 4 backyard chickens on our property for the use of raising them as pets, egg laying, and being self-sustainable. We plan on buying breeds that are quiet, docile, and family friendly, and of course we will NOT have a rooster as outlined in the requirements. We will be buying a chicken coop that has adequate space for each hen. We will also have an attached, fenced in area for the chickens to roam but it will be far away from property lines, fully enclosed, and out of sight from neighbors. We have a great relationship with our neighbors, and this will not affect any of them.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted characteristics of the property.

Chair Straza opened the public hearing.

Petitioner, Elliot Lusk (1210 W. Mill Street) described his experience with chickens and his intent for the location and construction of the coop. He stated he had reviewed the requirements and will adhere to them.

Commissioner Straza inquired if he had spoken with the neighbors. Mr. Lusk stated the neighbors have opposite work schedules, so he has not spoken to them.

Commissioner Ballantini inquired about the fencing at the property. Mr. Lusk stated a chain link fence surrounded the property.

Commissioner Ballantini asked about the location of food storage. Mr. Lusk stated food would be stored inside the garage in a waterproof container.

Commissioner Ballantini inquired about experience raising chickens. Mr. Lusk stated he had a biology degree and had worked in pest control; he stated he wanted to keep healthy birds.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Zwaga.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

SP-06-23 Public hearing, review, and action on a request submitted by Alex Welch for approval of a Special Use Permit for Chicken-Keeping for the property located at 612 N. Oak Street. PIN: 21-04-152-019.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions.

Chair Straza opened the public hearing.

Petitioner, Alex Welch (612 N. Oak Street) described his reason for wanting to have chickens. He stated he has not had chickens before but has done lots of research and is prepared to keep them safe and clean. Has spoken to many of the neighbors.

Commissioner Straza asked where the food would be kept. Mr. Welch stated it will be kept in the garage, dry, and away from other animals.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met and recommend approval of the Special Use Permit. Seconded by Commissioner Zwaga.

Mr. Ballantini – Yes, Ms. Harris – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Mr. Foley – Yes, Chair Straza - Yes. The motion passed (6-0).

Staff noted the case would be before City Council on May 22, 2023.

V-05-23 Public hearing, review, and action on a request submitted by Project Oz for approval of a Variance for Rear Yard setback for the property located at 1105 W. Front Street. PIN: 21-05-410-006.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted the irregularly shaped property conditions, including a non-linear property line on the north side.

Chair Straza opened the public hearing.

Petitioner, Lisa Thompson (1105 W. Front Street) described the desire to expand to provide a multi-purpose youth center by extending the existing north wall of the building, which would require minor encroachment into the setback.

Commissioner Ballantini asked for clarification whether there would be any impact to the railroad property. Mr. Branham stated there would not be a direct impact.

Commissioner Harris inquired if noise would present an issue. Ms. Thompson stated the issue already exists so there is familiarity; She stated they are extending an existing wall but the new design does includes soundproofing.

No additional testimony was received.

Chair Straza closed the public hearing portion of the case.

CONSENT AGENDA ITEM NO. 7.R.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

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, Bloomington Municipal Credit Union, is requesting approval of a site plan and a special use to develop a financial services use for the property located at 602 S. Gridley Street.

Summary of Request:

- Phased construction plan to allow continued operation of the existing Credit Union building until the new building is complete.
- Construction of a one-story, 2,940 square foot financial services use with a drive-through and associated vehicle parking (14 spaces).
- Public Hearing Site Plan Review is required in the B-2 (Local Commercial) District, as well as a special use, due to the drive-through component being adjacent to residential.
- Stormwater will be handled on-site, and pedestrian circulation has been accommodated appropriately.

On Wednesday, May 3, 2023, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 8-0-0 to recommend approval of the Site Plan and 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, April 18, 2023, and courtesy notices were mailed to 47 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location will continue to 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**: N-1. (Enhance the livability of all Bloomington neighborhoods), and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 7B Ordinance
E&CD 7C Staff Report
E&CD 7D Minutes

ORDINANCE NO. 2023-_________

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a request for approval of a Site Plan and Special Use to allow a Financial Services Use with Drive-Through for the property located at 602 S. Gridley 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 Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan meets the standards for granting Site Plan approval set forth in Chapter 44, Section 1709, and the standards for approval of a Special Use as set forth in Chapter 44, Section 1709, of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission 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 Site Plan and Special Use.

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 Council hereby adopts the findings of fact of the Planning Commission, and the Site Plan and Special Use for a Financial Services Use with a Drive-Through for the property at 602 S. Market Street, legally described in Exhibit "A", is hereby approved.

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 22nd day of May 2023.

APPROVED this _______ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
____________________________	____________________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

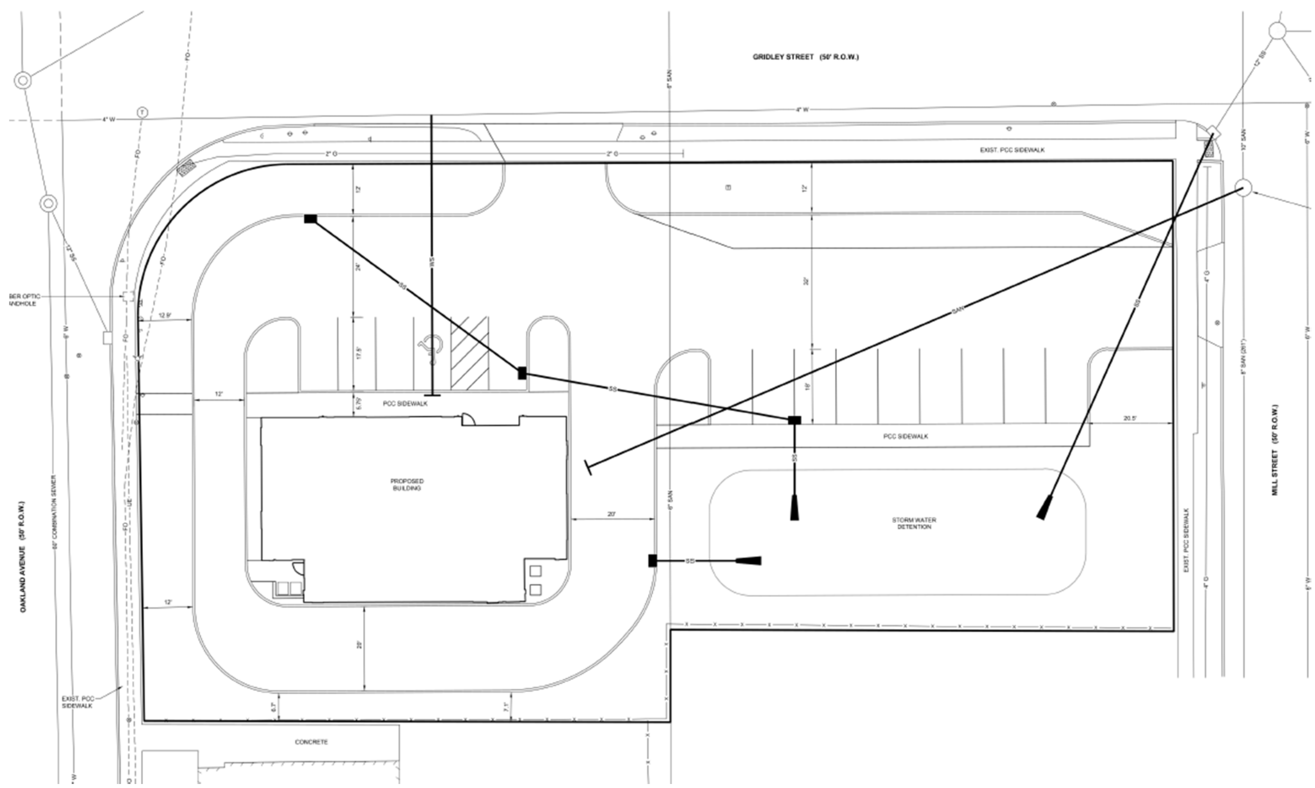
Legal Description

LOTS 6, 7, & 9 AND PART OF LOTS 8 & 10, ALL IN BLOCK 3 OF EVANS THIRD ADDITION TO BLOOMINGTON IN THE SW ¼ OF SECTION 4, T.23N., R.2E., 3P.M., CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

PIN: 21-04-462-021

EXHIBIT B

Site Plan



City of Bloomington Illinois

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	May 3, 2023
CASE NO:	PR-02-23, Public Hearing Site Plan Review & Special Use Permit
REQUEST:	Public hearing, review, and action on a petition submitted by Bloomington Municipal Credit Union, requesting approval of a Public Hearing Site Plan and a Special Use to allow a Financial Services use with a Drive-Through in the B-2 (Local Commercial) District for the property located at 602 S. Gridley Street, in Bloomington, PIN: 21-04-462-021.

BACKGROUND

Request:
The Petitioner is requesting a Public Hearing Site Plan Review and a Special Use to redevelop and expand an existing Financial Services use with a Drive-Through at the subject property. A Zoning Map Amendment (Z-08-22) was approved in 2022 to change the property from C-1 (Office) District and the R-3B (Multi-Family Residence) District to the B-2 (Local Commercial) District.

The Petitioner proposes a phased-construction plan to develop a one-story, 2,940 square foot Financial Services use with a Drive-Through and associated vehicle parking (14 spaces) at the site. Public Hearing Site Plan Review is required in the B-2 (Local Commercial) District, as well as a Special Use, due to the Drive-Through component being adjacent to residential.

Property Characteristics:
The subject property consists of roughly 0.64 acres (27,870 square feet) of land located at the northeastern intersection of Gridley Street and Oakland Avenue. The property is currently accessible via Gridley Street and Mill Street. The surrounding properties contain a mixture of zoning districts, with a residential zoning district located directly east of the site. The surrounding land uses consist primarily of lower intensity commercial uses and multi-family and single family residential.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, April 18, 2023. Courtesy notices were mailed to 47 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	**Land Uses**
North	R-D (Downtown Neighborhood)	Single-Family Residence
South	M-1 (Restricted Manufacturing)	Manufacturing
East	R-D (Downtown Neighborhood)	Multi-Family Residence
West	P-2 (Public Lands & Institutions)	Office

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is not identified in the Land Use Priorities Map. The Future Land Use map identifies the site as "Employment Center." Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Parking Requirements
The applicant has indicated 14 overall parking spaces. For purposes of this review, the use has been defined as a Financial Services use with a Drive-Through. § 44-1208 of the Code requires 10 spaces for the use (1 space per 300 square feet of gross floor area), so this requirement has been met.

Mobility and Circulation
Pedestrian circulation has been addressed by the applicant and a sidewalk connecting the public sidewalk to the proposed building has been provided along Oakland Avenue. Bicycle parking has not been identified at this time but will be required at a rate of 25% of the required vehicle parking.

Landscaping & Screening
All landscaping and screening requirements have been provided, including interior and perimeter parking lot landscaping. A Transition Yard – "TY2" (image below) is required to be provide for the area between the commercial and residential properties. The transitional yard generally requires a minimum width of eight feet but may be adjusted as part of the site plan review process (§ 44-1306(B)2-f). The applicant proposes a width of 6.7 feet and retention of an existing six-foot tall solid vinyl fence along the entire eastern property line, providing additional (not required) screening between the commercial and residential uses.

Other Items
The applicant will be required to meet all Public Works requirements, including stormwater detention, which has been identified on the site plan and will be met on site.

STANDARDS FOR REVIEW – PUBLIC HEARING SITE PLAN

Ch. 44, 17-9 Public hearing site plan review

The Planning Commission shall hold at least one public hearing on any proposed Public Hearing Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

1. **The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other similar developments on surrounding properties in the area, and the use has existed in the current form for many years without disruption to the area.

2. **The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

   The proposed use will not have adverse impacts on the development of adjoining land. The use is permitted within the zoning district and will continue to be compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements.

3. **The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**

   The site is accessible by existing curbs cuts on Gridley Street and Mill Street. The proposed curb cut and apron will need to meet Public Works requirements.

4. **The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

   The surrounding properties contain a mixture of zoning. Continuing an established financial services use at the site would be complementary to the existing surrounding uses.

STANDARDS FOR REVIEW – SPECIAL USE

Ch. 44, 17-7 Special Use

As part of the Concurrent Review allowed via Ch. 44, 1709, the Planning Commission 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 is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1707(H) and discussed below.

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 Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare. While this request includes the establishment of a Special Use Permit, the activity for which it is requested has been legally occurring on the site for many years, since becoming nonconforming. The new location of the proposed financial services use and drive-through are near the southern edge of the site, closer to the adjacent major transportation corridor than the current siting of the building. Adequate screening will be provided.

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 property has been utilized as a financial services use with a drive-through for an extended time and should not negatively impact property values.

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 continuation of the activities, and establishment of the associated Special Use Permit, will not impede the normal and orderly development and improvement of the surrounding properties. The surrounding properties have existing along with the financial services use for many years.

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; final review of all drainage and facilities will be required as part of this Special Use Permit.

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

   Ingress and egress will be provided per City requirements; no change to local traffic is expected as the result of the Special Use Permit.

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.**

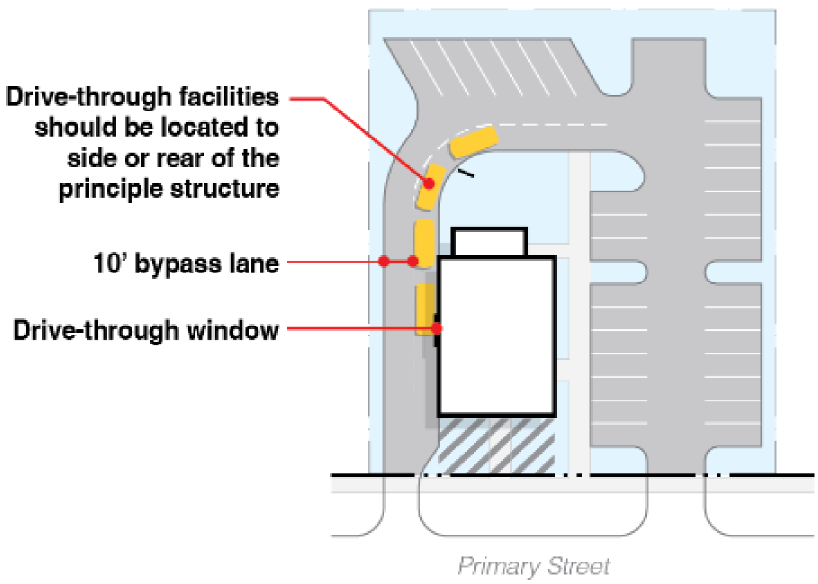
   The proposed Special Use will conform with all district requirements.

ADDITIONAL STANDARDS FOR REVIEW – DRIVE-THROUGH FACILTIES

Ch. 44. 1207, Drive-Through Facilities, provides additional standards regarding location, access, dimensions, management, and stacking (see image below). These standards have been met. §1207

(G) states modifications to drive-through requirements may be approved through Site Plan Review if a determination is made that such modification would be appropriate due to site constraints, etc.

Diagram 1207D
Drive-Through Queuing



STAFF RECOMMENDATION

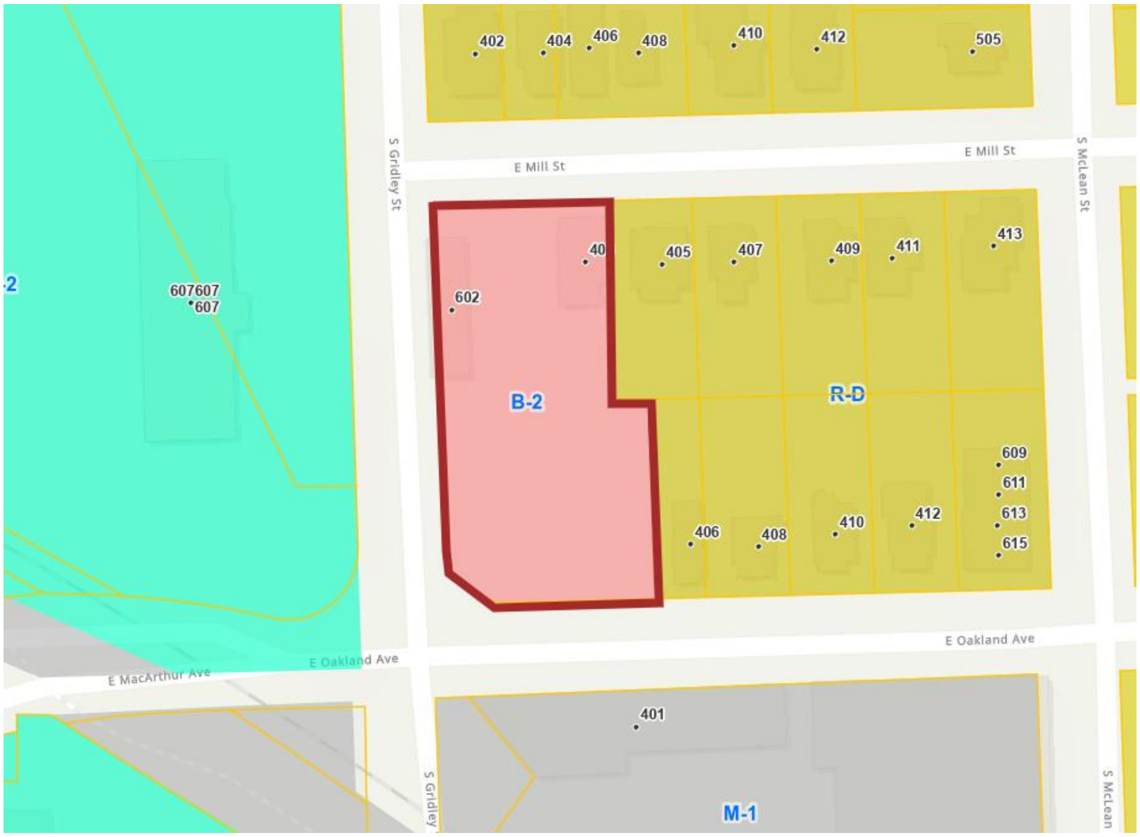
Staff finds that the application generally ***meets*** the standards for site plan review, ***does meet*** the standards of review for a Special Use Permit, ***and recommends its approval***. Staff recommends that the Commission take the following actions:

> Motion to establish findings of fact that the Site Plan and Special Use meet the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan, with a modification for a reduced transitional yard, and Special Use Permit for the property located at 602 S. Gridley Street.

Respectfully submitted,
Jon Branham
City Planner

Attachments:
1. Zoning Map
2. Aerial Image
3. Ground Level Views
4. Petitioner Submittals, including Elevation Renderings, Site Plan, & Landscape Plan
5. Neighborhood Notice Map

Attachment 1 - Zoning Map

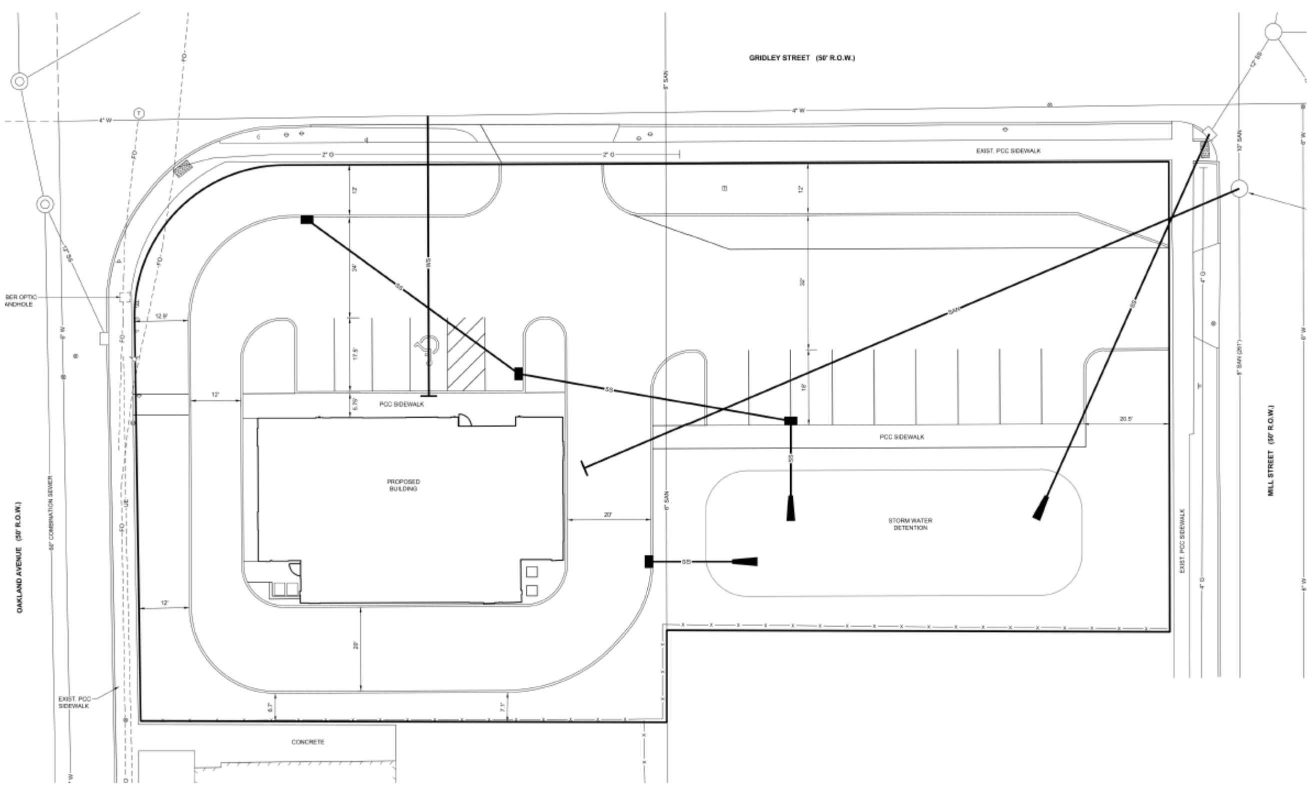


Attachment 2 - Aerial Map

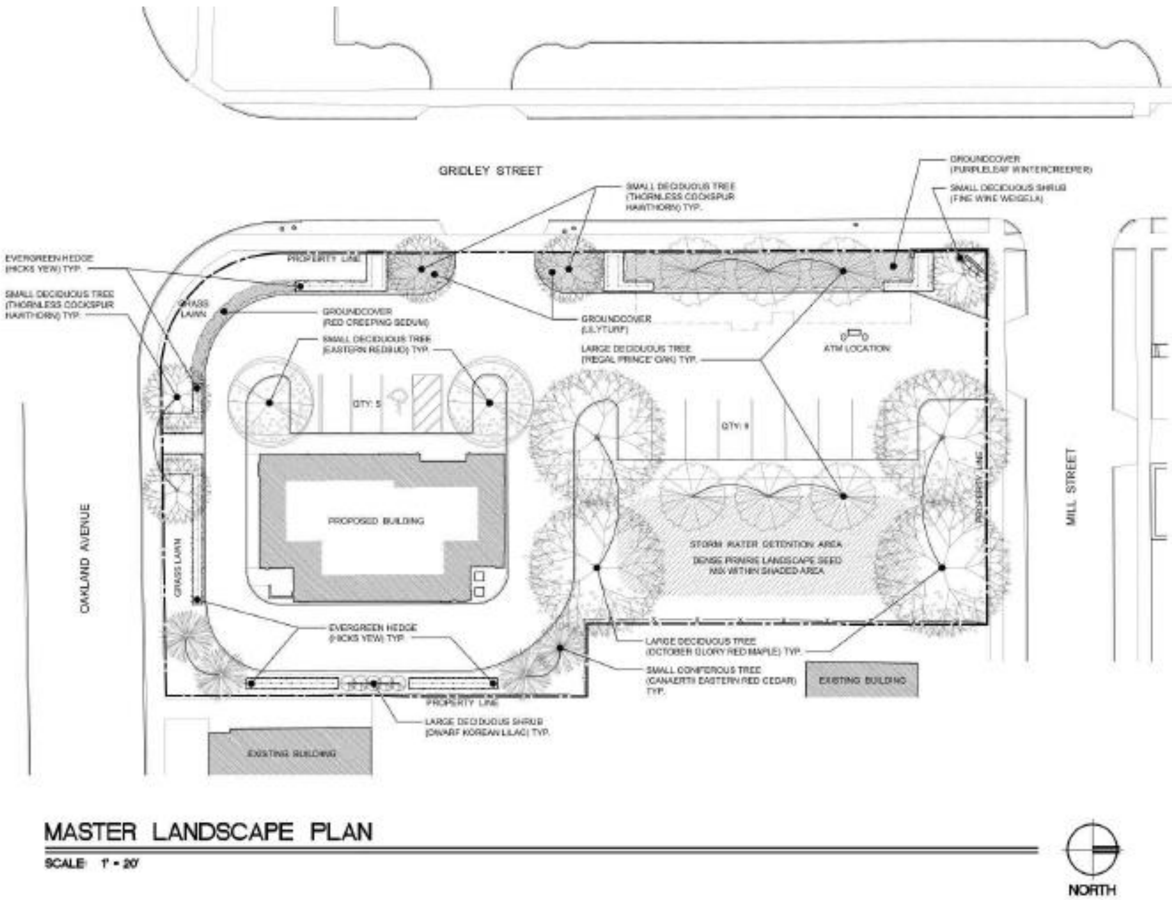
Attachment 3 – Ground Level Views

Attachment 4 – Petitioner Submittal- Renderings

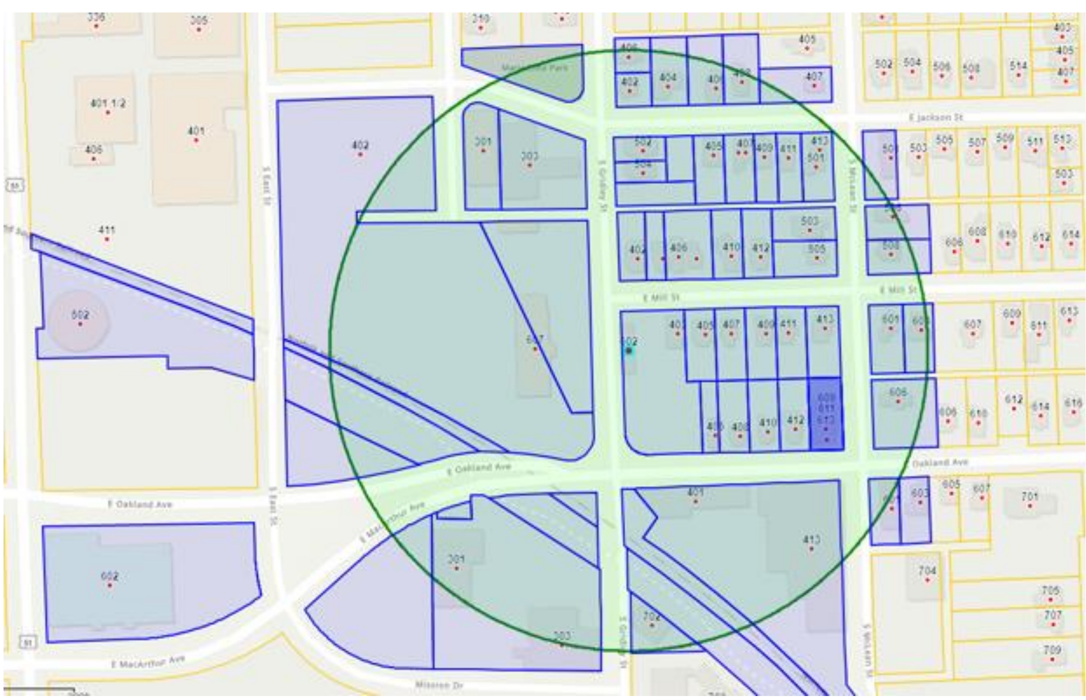
Attachment 4 – Petitioner Submittal - Site Plan



Attachment 4 – Petitioner Submittal - Landscape Plan



Attachment 5 – Neighborhood Notice Map



MINUTES
PLANNING COMMISSION - REGULAR SESSION
WEDNESDAY, MAY 3, 2023, 4:00 PM

The Planning Commission convened in regular session at 4:00 PM , May 3, 2023. Chair Tyson Mohr called the meeting to order.

Roll Call

Attendee Name	Title	Status
Tyson Mohr	Commission Chair	Present
Brady Sant Amour	Commissioner	Present
Thomas Krieger	Commissioner	Present
Mark Muehleck	Commissioner	Present
Justin Boyd	Commissioner	Present
Anna Patino	Commissioner	Present
Goverdhan Galpali	Commissioner	Present
Jackie Beyer	Commissioner	Present
John Danenberger	Commissioner	Absent

Staff present included: Melissa Hon, Economic & Community Development Director, Jon Branham, City Planner, and Alissa Pemberton, City Planner.

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 may register at cityblm.org/register at least 5 minutes before the start of the meeting.

Note: To be considered Testimony, statements must be made in person or by duly authorized agent, during the public hearing for the specific Regular Agenda item.
None.

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

Item 4.A. Review and approval of the minutes of the March 1, 2023, regular meeting of the Planning Commission, as requested by the Economic & Community Development Department.

Commissioner Muehleck noted a spelling error in the minutes.

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to accept the minutes as amended.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer.
Motion passed.

Regular Session
The following item was presented:

Item 5.A. Public hearing, review, and action on a petition submitted by Bloomington Municipal Credit Union, requesting approval of a Public Hearing Site Plan and a Special Use to allow a Financial Services use with a Drive-Through in the B-2 (Local Commercial) District for the property located at 602 S. Gridley Street, in Bloomington, PIN: 21-04-462-021, as requested by the Economic & Community Development Department.

Mr. Branham presented the Staff Report, with recommendation for approval. He noted key site plan features, including that the Special Use was required as it is adjacent to a Residential District. He indicated pedestrian paths, required parking, and noted the reduced transitional buffer yard and existence of an opaque (non-required) fence within the transition yard.

Greg Goette, Keely Construction (500 S. Ewing, Suite G, St. Louis, MO 63103), architect for the applicant, provided further background. He stated the existing building will be removed and explained the anticipated phased construction plan. He verified that the drive-though meets the queuing standards and explained the pond indicated on the site is for retention, not detention, so it will not permanently hold water.

Commissioner Beyer inquired about the ATM indicated on the landscape plan. Mr. Goette stated that was a AutoCAD error and the ATM will not be located as indicated.

Commissioner Beyer asked for clarification on the drive-through queuing. Mr. Goette further explained how the queuing would function. He added they worked with the applicant to ensure lighting will dim at night.

Commissioner Beyer inquired about the expected day-to-day customer count at the drive-through. Mr. Todd Keil, Bloomington Municipal Credit Union, stated they expected approximately 30 customers to utilize the drive-through per day.

Commissioner Beyer inquired whether the mature trees located on the north part of the property would be able to be kept. Mr. Goette explained that area was designated for retention on the site to hold stormwater, and it was unlikely that the trees will be able to be kept due to grading required in the area.

Commissioner Beyer asked about the landscaping indicated at entrance/exits of property and whether views would be impacted. Mr. Goette stated they could adjust the plantings if sight issues occur. Commissioner Boyd stated there is an existing Code requirement for that issue. Mr. Branham confirmed.

Chair Mohr closed the public hearing.

There was no further discussion.

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to recommend approval of the Site Plan and Special Use as presented.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer.
Motion passed.

Old Business
None.

New Business
None.

Adjournment

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to adjourn.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer;
Motion passed.

The Meeting Adjourned at 4:43pm.

CITY OF BLOOMINGTON

______________________________ ______________________________

Chair Tyson Mohr

CONSENT AGENDA ITEM NO. 7.S.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6

SUBJECT: 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.

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
Objective 3c. Revitalization of older commercial homes

BACKGROUND: In April 2022, the City Council approved a series of agreements with 102 South East, LLC, for the redevelopment of 102 South East Street. The specific project involves, on or before June 1, 2023, redeveloping the property into a mixed-use development, including the provision of 5,600 square feet of private office space on the ground floor with the remaining floors redeveloped into twelve (12) different apartments consisting of 1,245 to 1,440 square feet (including 8 apartment units and 4 short-term rental units) each for a total investment of no less than $4,000,000.00.

Although substantial progress has been made on the redevelopment, supply chain issues have arisen that will delay the projects substantial completion. As a result, City staff recommend approval of the amendments to the pertinent agreements, including approval of an Ordinance providing consent to move the completion date from June 1, 2023, to December 1, 2023, and approving an amendment to the development agreement to allow for the issuance of the agreed to parking passes based on the temporary occupancy of some portions of the building that is imminent. If the first Ordinance is to be approved, the second Ordinance is also necessary to modify the substantial completion date in the tax rebate agreement as well from June 1, 2023, to December 1, 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington School District 87

FINANCIAL IMPACT: No material financial impact is associated with the proposed Ordinances.

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: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:
E&CD 8B First Amendment Development Agreement Ordinance
E&CD 8C First Amendment to Development Agreement
E&CD 8D Tax Abatement Ordinance
E&CD 8E First Amendment to Tax Rebate Agreement

ORDINANCE NO. 2023-________

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

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, on April 25, 2022, the City approve and Economic Incentive Agreement (hereinafter "Agreement") with 102 South East, LLC (hereinafter "Developer") related to the redevelopment of 102 South East Street in Bloomington, Illinois (hereinafter "Redevelopment"); and

WHEREAS, the Developer has requested the twenty (20) parking spaces to the Abraham Lincoln Parking Garage be delivered to them by June 1, 2023, contingent on the issuance of a Temporary Certificate of Occupancy by the City; and

WHEREAS, Section 2.3 of the Agreement provides that the Developer shall substantially complete the Project by June 1, 2023, unless written consent allowing for a different completion date is provided by the City; and

WHEREAS, although great progress has been made on the Redevelopment, supply chain issues are going to delay substantial completion of the entire Project until December 1, 2023; and

WHEREAS, the City Council, by passage of this Ordinance, desires to give its consent to the extension of the substantial completion date and to approve the other modifications to the Agreement as set forth herein.

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 First Amendment to the Economic Incentive Agreement by and between the City and 102 South East, LLC, is hereby approved.

Section 3. The substantial completion date for the Project shall be moved from June 1, 2023, to December 1, 2023.

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

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON

____

Mboka Mwilambwe, Mayor

ATTEST

____

Leslie Smith-Yocum, City Clerk

FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND 102 SOUTH EAST, LLC

This First Amendment, made and entered into this ____ day of_____________, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and 102 SOUTH EAST, LLC, (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on April 25, 2022, an Economic Incentive Agreement ("Agreement") was made between CITY and DEVELOPER in order to assist in the redevelopment of 102 South East Street, Bloomington, Illinois ("Subject Property"); and

WHEREAS, the Agreement provides the Developer will be provided with 20 parking spaces upon substantial completion of the project; and

WHEREAS, supply chain issues are causing a delay in substantial completion of the project, although some portions of the redevelopment will be ready for occupancy starting soon; and

WHEREAS, the Developer has requested the twenty (20) parking passes to the Abraham Lincoln Parking Garage be delivered to them by June 1, 2023, contingent on the issuance of a Temporary Certificate of Occupancy by the City; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to alter the conditions required to provide the twenty (20) parking passes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. **Recitals.** The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

Section 2. **Amendment.** Section 3.3 of the Agreement shall be amended as shown via strike through and underline as follows:

> Parking Spaces. The City agrees to make available to Developer, at no cost, twenty (20) parking spaces in the Abraham Lincoln Parking Garage ("Garage") from the date the Project ~~is Substantially Completer~~ receives any type of Certificate of Occupancy through March 1, 2037, contingent on the continued operation of the Garage. If the Garage is not operational through March 1, 2037, the City and Developer shall work together in good faith to find other parking accommodations. The Parties agree that the Garage is entirely separate and distinct from the Property and Project Site, and that no construction will be performed at the Garage under this Agreement.

Section 3. **Force & Effect.** In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: ______________________________
Its City Manager

ATTEST:

By: ____________________________
Its City Clerk

102 SOUTH EAST, LLC

By:____________________________
Its Representative

ATTEST:

By:____________________________
Its Secretary

ORDINANCE NO. 2023-________

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

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, on April 28, 2022, a Tax Abatement Agreement (hereinafter "Agreement") was made between the Bloomington Public Schools (hereinafter "District 87"), the City of Bloomington (hereinafter "City"), and 102 South East, LLC (hereinafter "Developer") to abate a portion of property taxes from both District 87 and the City in relation to the redevelopment of 102 South East Street, Bloomington, Illinois (hereinafter "Subject Property"); and

WHEREAS, Section 3 of the Agreement provided that the Developer would redevelop the Subject Property, on or before June 1, 2023, into a mixed-use development for a total investment of no less than $4,000,000.00; and

WHEREAS, due to supply chain issues, including specifically the ability to obtain necessary electrical equipment in a timely manner, the Developer now anticipates construction will not be completed until December 1, 2023; and

WHEREAS, to account for the unforeseen issues, the parties are in agreement to amend the Agreement to move the completion date from June 1, 2023, to December 1, 2023.

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 First Amendment to the Tax Abatement Agreement by and between District 87, the City and the Developer is hereby approved.

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 22nd day of May 2023.

APPROVED this ___ day of May 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

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

This First Amendment, made and entered into this ____ day of May, 2023 by and between Bloomington Public Schools, District 87, McLean County, Illinois (hereinafter referred to as the "School District"), the City of Bloomington, McLean County, Illinois (hereinafter referred to as the "City"), and 102 South East, LLC, an Illinois limited liability company (hereinafter referred to as the "Developer").

WHEREAS, on April 28, 2022, a Tax Abatement Agreement ("Agreement") was made between the School District, City and Developer to abate a portion of property taxes from both School District and the City in relation to the redevelopment of 102 South East Street, Bloomington, Illinois ("Subject Property"); and

WHEREAS, Section 3 of the Agreement provided that the Developer would redevelop the Subject Property, on or before June 1, 2023, into a mixed-use development, including the provision of 5,600 square feet of private office space on the ground floor with the remaining floors redeveloped into twelve (12) different apartments consisting of 1,245 to 1,440 square feet (including 8 apartment units and 4 short-term rental units) each for a total investment of no less than $4,000,000; and

WHEREAS, due to supply chain issues, including specifically the ability to obtain necessary electrical equipment in a timely manner, the Developer now anticipates construction will not be completed until December 1, 2023; and

WHEREAS, to account for the supply chain issues involving electrical panels, the parties are in agreement to amend the Agreement to move the completion date from June 1, 2023, to December 1, 2023.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendments to Agreement. Section 3 and Section 6 of the Agreement shall be amended as set forth in Exhibit B and as indicated via strikethrough and underline.

3. In all other respects the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

Bloomington Public Schools, District 87, McLean County, Illinois ("School District")

By: ____
Mark Wylie, President of the Board of Education

Attest:

____
Wilma Gleason, Secretary of the Board of Education

City of Bloomington, McLean County, Illinois ("City")

By: ____
Tim Gleason, City Manager

Attest:

____
Leslie Yocum, City Clerk

102 SOUTH EAST, LLC, an Illinois Limited Liability Company ("Developer")

By: ____

____________________Its ______________________

EXHIBIT A

Section 3. The Developer hereby agrees, on or before ~~June 1, 2023~~ December 1, 2023, to redevelop and reconstruct the Building located on the Subject Property into a mixed-use development, including the provision of 5,600 square feet of private office space on the ground floor. The remaining floors of the CII East building will be redeveloped into twelve (12) different apartments consisting of 1,245 to 1,440 square feet each (including 8 apartment units and 4 short-term rental units) for a total investment of no less than $4,000,000.00.

Section 6. This Agreement is subject to termination by the School District after sixty (60) days written notice to the Developer at any time during the term of this Agreement, in the event of the following:

1. The Developer has failed to demonstrate that it has invested at least $4,000,000.00 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction costs and fees, and equipment (purchased and installed) on or before ~~July 1, 2023~~ January 1, 2024.

2. The Developer has failed to substantially complete the Project, as set forth in this Agreement, by ~~June 1, 2023~~ December 1, 2023, unless written consent allowing for a different completion date is provided by the City and District.

3. The Developer is in default under the terms of this Agreement or the Developer is in default under the terms of the City Development Agreement or the City Development Agreement is terminated for any reason.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.T.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 7

SUBJECT: 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.

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: CreatiVets (Applicant), a veteran nonprofit organization, is partnering with USA Concerts in the Tailgates N' Tallboys Festival at the Interstate Center this June. CreatiVets, if approved, will hold a liquor license for the event. Applicant has requested a Class LA (Limited, All Types of Alcohol) liquor license. The event will be held June 14, 2023, from 3:00 p.m. to 1:00 a.m., and June 15-17 from 11:00 a.m. to 2:00 a.m.

The LA Class license allows the sale of all types of alcohol by the glass for consumption on non-residential premises by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois; and (3) No organization shall be issued more than three "Limited" licenses in any twelve-month period. If the license is approved, it will be the first LA license issued to the organization within the past 12 months.

The CreatiVets / USA Concerts partnership in the Tailgates N' Tallboys event includes a donation of 5% of event proceeds; An activation area created for CreatiVets to promote their mission; Cross-Promotion of both parties on all social media and other promotional materials; and Comprehensive general liability insurance coverage for USA Concerts and CreatiVets .

On May 9, 2023, the Liquor Commission voted to positively recommend the License to Council as requested and presented above. Please see the attached draft minutes.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on April 30, 2023, a public notice was published in The Pantagraph. 3 notices were mailed to adjacent properties.

FINANCIAL IMPACT: The current 60-day license fee for a Class LB Liquor License is $100 for the first day and $50 per subsequent day up to $500 for a total of $600, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). This is a four-day event and will result in a license fee of $250 total. Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the applicant'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: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:
CLK 2B Application, Map, & DRAFT Minutes

City of Bloomington Illinois

City Clerk Department

May 12, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Creativets

D/B/A Name: Creativets

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Proof of 501(c)(3) Status with the State of IL
- Agreement with USA Concerts
- Certificate of Liability Insurance (DRAM Shop) – 06/12/2023 to 06/19/2023
- BOND – 06/14/2023 to 06/17/2023
- Site Plan

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Ashley Lara
Records & Licensing Specialist

Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

Applicant Organization Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	CreatiVets
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	CreatiVets
Legal Entity Address *(including City, State, and Zip)*	[redacted]
Legal Entity Phone Number	[redacted]
Legal Entity Email Address	kyle@creativets.org
Establishment Address including Zip	Interstate Center 1106 Interstate Dr, Bloomington, IL
Establishment Phone Number	(309) 663-6497
Establishment Email Address	swartz@mcleancountyfair.org
***Email Address for ALL City Communications:**	kyle@creativets.org

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 Event & Attending the Liquor Commission Meeting

Primary Contact: *(A current member, officer or director of the organization, group or entity in charge of event.)*

Name (First & Last)	**City**	**State**	**Zip**
Kyle Yepsen	[redacted]	[redacted]	[redacted]
Phone Number	**Email Address**		
[redacted]	kyle@creativets.org		

Secondary Contact: *(A current member, officer or director of the organization, group or entity assisting with event.)*

Name (First & Last)	**City**	**State**	**Zip**
Brandon Deatheridge	[redacted]	[redacted]	[redacted]
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

EVENT INFORMATION

Name of Event	Tailgate N' Tallboys
Event Address	Interstate Center 1106 Interstate Dr, Bloomington, IL 61705
Anticipated Number of Attendees:	45000

Event Date(s)	Start Time(s)	End Time(s)
3/14/23	3:00PM	1:00AM
3/15/23	11:00AM	2:00AM
3/16/23	11:00AM	2:00AM
3/17/23	11:00AM	2:00AM

1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Music festival

2. Description of the proposed procedures for handling the following:
   A. Crowd control:
   Crowd control security, armed security, crowd barriers, signage, police on site, emergency plan
   B. Identification check:
   ID Stations at every box office and bars, wristbanding, BASSET certified manager at each bar location

3. Classificaiton of Limited License: ☐ LB (Beer & Wine Only) ● LA (All Types)

4. ☐ Yes ● No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?

5. ● Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
   a. If so, please list Date Established: 7/19/2013

6. ● Yes ☐ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
   a. If so, please list Date Incorporated: 7/19/2013

7. ☐ Yes ● No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
   a. If so, please list how many: ____________________

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed organization;**
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. **The applicant organization is 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.**

Date Signed: 03-28-2023

Deputy Director	Kyle Yepsen	[redacted]
Title	**Name** (Print)	**Signature**

NORTH ENTRANCE
BOX OFFICE
WOLF CUSTOMS
DIESEL DOGS
PERFECTION WHEELS
HOST UNSOLD
LIBERTY FORGED
HOST NSK KUSTOMS
PRESENTING SPONSOR AMERICAN FORCE
HOST FUSION BUMPERS
HOST UNSOLD
LATE NIGHT TENT 60x260
GREEN CHEVROLET
EXTREME SOUNDZ
FESTIVAL MERCH
BODYGUARD BUMPERS
KF CUSTOMS
BMC LIGHTING
STRYKER
KG FORGED
FURY TIRES
ZYN
LEMONADE BAR - 60'
EAST ENTRANCE
BAR - 80'
BAR - 160'
FESTIVAL MERCH
BAR - 140'
BAR - 100'
BOX OFFICE
80' X 240' ARTIST HOSPITALITY
80' X 240' ????
80' X 240' SITE OPERATIONS
DIAMOND DECK & SPONSOR PARKING

The following item was presented:

Item 6. A. Public Hearing on the Application from Creativets, Whose Event, "Tailgates & Tallboys" will 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.

Commissioner Mwilambwe opened the Public Hearing at 4:03 P.M.

After being sworn in, Brandon Deathridge, a Board Member of Creativets explained the history of Creativets. He spoke about how the organization has grown over the years and works with many different artists. He described how the organization is associated with Tailgates and Tallboys and explained how Creativets will be integrated into the event. They plan to create a healing process through arts and music for Veterans and partnering with

USA Concerts. They will have a writing lab that partners Veterans with songwriters and big-name artists to tell their stories in the form of a song.

After being sworn in, Wayne Klein, President of USA Concerts, addressed the Commission.

Commissioner Mwilambwe asked for details about security, alcohol service, and the expected number of attendees. Mr. Klein explained that there will be identification checkpoints in various places in the area as well as at each bar. He stated that each station will have a supervisor who is BASSET Certified and all bartenders and supervisors will be trained ahead of time about procedure. He said that everyone who gets carded will receive a wristband. He explained that last year there were around 58,000 over three and a half days, but this year they expect to have around 40,000.

When asked about hours of operation, Mr. Klein stated that the hours were 5 p.m. to 1 a.m. on Wednesday and 2 p.m. to 2 a.m. Thursday through Saturday. He described the general duties of volunteers and said they will have about 330 this year.

Commissioner Mwilambwe asked about where the bars will be located and Mr. Klein pointed to the map on the screen. Mr. Klein stated that all bars are planned to be in the Town of Normal, but they are open to having pop-up bars on the Bloomington side. They also plan to keep Tailgates and Tallboys in Bloomington each year. He spoke about the map and where parking and camping are located. He explained that there will be a donation of 5% of revenue to Creativets. He explained conversations he had with the State of Illinois regarding a 501(c)(3) Liquor License and they ability to return unused alcohol at the end of the event.

Commissioner Mwilambwe asked how long had he been with USA Concerts and Mr. Klein explained he has been with USA Concerts since 2019 and explained various large events the company participated in.

Commissioner Meister asked if there were issues with last year and Ken Bays, Asst. Police Chief, explained that staff were working through some minor issues.

Commissioner Meister asked which bars will be open late and Mr. Klein pointed out which bars would be open until 1 a.m. and which would be open until 2 a.m. She confirmed that there were multiple ID checkpoints and Mr. Klein agreed.

Commissioner Meister asked where the entry points were and a Representative from USA Concerts pointed out the various entrances on the maps.

Commissioner Meister confirmed with Mr. Klein that there would be security and Mr. Klein said yes and explained the security plan. She asked where the camping would be located and they pointed out the camping locations on the map.

George Boyle, Asst. Corporation Counsel asked if they knew where not to sell due to McLean County Fair's liquor license and Mr. Klein confirmed that he was aware of the locations where their license was held and confirmed they would not sell/serve at those locations.

Commissioner Mwilambwe asked how many acts there will be, and Mr. Klein stated that there will be 30 throughout the four-day event.

Commissioner Mwilambwe asked, and the staff stated they had no additional concerns.

Commissioner Mwilambwe closed the Public Hearing at 4:25 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the item to Council.

Amanda Stutsman, Staff Liaison directed the clerk to call the roll:

AYES: Mwilambwe; Meister

Motion carried.

REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Ordinance be Approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 5e. More attractive city: commercial areas and neighborhoods
Objective 6d. Healthy adjacent neighborhoods linked to Downtown

BACKGROUND: The old Coachman Motel opened on January 30, 1961, at 408 E. Washington St. and remained a motel until its demolition in 2008 in an agreement between the private owner and the City. The City took ownership of the property in 2009 via a Quit Claim Deed and issued the first Request for Proposals on the property in 2012 with little success. In 2018, the City moved forward with acquisition of a small parcel just west of old Coachman site, 404 E. Washington St, through a Special Warranty Deed. In 2019, the City combined both properties into its current parcel at 408 E. Washington Street. The property has since remained vacant as the City continued to market the site for redevelopment.

Due to redevelopment potential of the site, it was included in the Downtown East Washington Street Redevelopment Project Area Tax Increment Financing (TIF) District, which was approved by City Council on June 25, 2018. This study, conducted by PGAV Planners, verified that both the City-owned property at 408 E. Washington St., and the church, located at 401 E. Jefferson St. are important potential redevelopment projects that, if developed, would increase the value and tax base of the area.

The church was built in 1888 to house the First Baptist Church. In 2012 the church was acquired by City of Refuge Ministries. City of Refuge Ministries quickly outgrew the church property and started preparing to move to a new location. The church building was determined to be in poor condition, evidenced by deterioration and obsolescence, as outlined in the Redevelopment Plan Study performed by PGAV.

On November 17, 2022, a developer provided a proposal to the City for a residential development that would include both the old Coachman site and the City of Refuge Ministries' church site. The developer entered into a Memorandum of Understanding with City of Refuge Ministries for the church property and provided a Letter of Support from their Board to the City in support of the project moving forward.

The proposed project with 402 E. Washington, LLC (Developer) includes approximately 24 two-bedroom townhomes (approx. 2 will be Short Term Rentals), with 22 two-car attached garages and two (2) one-car attached garages, and a five-story mid-rise apartment building, consisting of parking on the first level and four levels of apartment units, with 48 one-bedroom and two-bedroom apartments (approx. 5 will be Short Term Rentals). The Development also includes a 60-space surface parking lot and a small centralized shared green space. The Developer is expecting the project to cost approx. $18.5 million. Through financial analysis done by both the City and the City's 3rd party consultant, PGAV, it was determined that the Developer was in need of financial assistance from the City in order to make this project viable, and but for the assistance from the City, the project would not move forward.

If approved, assistance from the City would be provided in reimbursements in an amount equal to the lesser of (i) 24.3% of Total Project Costs or (ii) $4,508,960. The Agreement will end once the total amount of reimbursement has been met or December 1, 2042, whichever comes first. The reimbursements would come from 75% of the TIF increment generated by the development for TIF eligible costs, as outlined in the TIF Act, and from the City's local Short Term Rental Tax generated by the development. The Developer has proposed using approx. two townhomes and five apartments as short-term rentals.

If approved, the project will develop luxury apartments and townhomes to compliment the historic aesthetic of the Downtown area while creating a new and vibrant residential community as a new asset to the City. At the completion of the Agreement and the close of the Downtown E. Washington TIF District, the improved site will once again generate property tax revenue for the local taxing districts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Refuge Ministries

FINANCIAL IMPACT: Both properties involved in this project have been exempt from property tax payments due to the status of the owning entity. Approval of this agreement will mean the transfer of two tax-exempt parcels being transferred to private ownership and tax paying status. Tax Increment Financing (TIF) will be utilized to assist in the completion and success of the development. If approved, the City will sell the 408 E. Washington City-owned property to the Developer and incentivize the project up to the lesser of (i) 24.3% of their Total Project Costs or (ii) $4,508,960 , or until December 1, 2042, whichever comes first through reimbursement of property taxes generated by the project through the TIF fund, and the reimbursement of the Short-Term Rental tax generated by the project.

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 Goal N-1.5 (Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging Areas).

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:
E&CD 7B Ordinance
E&CD 7C Agreement

ORDINANCE NO. 2023 - ___

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND 402 E. WASHINGTON, LLC

WHEREAS, the City of Bloomington, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act") and the City's authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City's municipal limits in which existing conditions permit such areas to be classified as "blighted area" or a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on June 12, 2017, the City authorized Peckham Guyton Alberts & Viets ("PGAV") to conduct a feasibility study to determine the eligibility of the specific area for designations as a "redevelopment project area" (the "Redevelopment Project Area") pursuant to the provisions of the TIF Act; and

WHEREAS, on June 25, 2018, the City designated the Redevelopment Project Area as a Tax Increment Financing District ("TIF District") named the Downtown East Washington Street Redevelopment Project Area (the "East Washington TIF District"); and,

WHEREAS, 402 E. Washington, LLC, an Illinois Limited Liability Company, (the "Developer") has put forward an application to redevelop two parcels of land into a residential development inclusive of approximately twenty-four (24) 2-bedroom townhomes (approximately 2 of which will be Short Term Rentals), with 22 2-car attached garages and two (2) 1-car attached garages; and to develop a 5-story mid-rise apartment building, consisting of parking on the first level and four (4) levels of apartment units, with forty-eight (48) 1-bedroom and 2-bedroom apartments (approximately 5 of which will be Short Term Rentals) with a sixty (60) space surface parking lot; and a small centralized shared green space (collectively, the "Project"); and,

WHERAS, the Project will be located on land near the Downtown surrounded by E. Jefferson Street, E. Washington Street, and N. Gridley Street within the corporate boundaries of the City, consisting of generally 1.55 acres located at 401 E. Jefferson Street and 408 E. Washington Street (the "Subject Property"); and,

WHEREAS, the Subject Property is located within the East Washington TIF District; and, WHEREAS, the Developer has entered into an Agreement to purchase 401 E. Jefferson Street from the current private owner, the City of Refuge Church, contingent on the approval of the Redevelopment Agreement between the City and the Developer; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

Section 1. That the Development Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ____ day of May 2023.

CITY OF BLOOMINGTON	ATTEST
______________________	______________________
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
402 E. Washington, LLC

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of ______________________ 2023, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), 402 E. Washington, LLC, an Illinois Limited Liability Company (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq*., as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, on June 12, 2017, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act; and,

WHEREAS, as a result of the Feasibility Study, PGAV determined the Project Area qualifies as a "blighted area" under the TIF Act and, therefore, as directed by the Corporate Authorities, proceeded to prepare a redevelopment plan to set the goals and objectives of the City and all other matters required by the TIF Act to address and eliminate the blighting factors which qualified the Project Area as a blighted area; and,

WHEREAS, on June 25, 2018, the Corporate Authorities approved the Tax Increment Financing Redevelopment Plan prepared by PGAV and designated the Downtown East

Washington Street Redevelopment Project Area as a Redevelopment Project Area pursuant to the TIF Act; and,

WHEREAS, the Project Area includes real estate located in the vicinity of the 400 block of East Washington, commonly known as 401 E. Jefferson St. (21-04-407-007) and 408 E. Washington St. (21-04-407-009), Bloomington, Illinois, (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and,

WHEREAS, 401 E. Jefferson St. is privately owned by the City of Refuge Ministries who has an agreement to sell the property to the Developer on approval of this agreement; and,

WHEREAS, 408 E. Washington St. is owned by the City of Bloomington, Illinois; and,

WHEREAS, the Developer is looking to acquire the Subject Property to develop the it into approximately twenty-four (24) 2-bedroom townhomes (approximately 2 of which will be Short Term Rentals), with 22 2-car attached garages and two (2) 1-car attached garages; and to develop a 5-story mid-rise apartment building, consisting of parking on the first level and four (4) levels of apartment units, with forty-eight (48) 1-bedroom and 2-bedroom apartments (approximately 5 of which will be Short Term Rentals) with a sixty (60) space surface parking lot; and a small centralized shared green space (collectively, the "*Project*").

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make the commitments to the Developer, and, upon satisfaction of commitments, made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from revenues available to the City from the Downtown East Washington Street Redevelopment Project Area as applicable to the Subject Property, all as hereinafter set forth; and,

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer covenants and agrees to purchase 408 E. Washington St., AS IS, from the City for $1.00 and agrees to pay all fees associated with the transfer of title and the City agrees to sell the property to the Developer as stated in Section 3A.

B. The Developer shall provide proof of ownership of 401 E. Jefferson St. to the City no more than sixty days (60) after the execution of this Agreement.

C. On or before October 31, 2023, the Developer shall have submitted to the City for its approval, detailed final construction plans to develop the Subject Property into the Project.

D. On or before November 30, 2023, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois.

E. The Developer covenants and agrees to complete the redevelopment of the Project and have been issued a certificate of occupancy by the City on or before November 30, 2025, unless delayed by Force Majeure as described in Section 9.

F. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

G. The Developer covenants that the Project shall require an investment of approximately $18,500,000 to redevelop the Subject Property into the Project. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately $18,500,000 ("*Total Project Cost*").

H. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Prevailing Wage Act"), to the extent applicable. However, the Parties acknowledge that the current position of the Illinois Department of Labor is that funds received from Tax Increment Financing are not "public funds", and any private project that is funded by means of Tax Increment Financing is not covered by the Prevailing Wage Act unless it also received funding from another source which does qualify as public funds.

Section 3. City's Obligations.

A. The City covenants and agrees to sell the City owned property, commonly known as 408 East Washington, AS IS, to the Developer for the amount of $1.00 by way of Quitclaim Deed within 60 days of the execution of this agreement contingent on proof of project financing and proof of ownership of 401 E Jefferson.

B. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the subject property from the sources provided in Section 4, in an amount equal to the lesser of (i) 24.3% of Total Project Costs; or (ii) $4,508,960, (the "*Reimbursable Project Costs*").

C. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

D. In the event that the Developer fails to complete the project as defined in Section 2, the Developer would be required to compensate the City for parcel 21-04-407-009. As security for such promise to compensate, the Developer will agree to execute a promissory note in the amount of the assessed market value of the property as determined by an assessor of the City's choosing. Said note shall be due and payable within thirty (30) days of the termination of the incentive agreement. In the event the Developer completes the project as agreed, the note shall be canceled as if paid in full.

Section 4. Pledged Funds.

(a) Upon the adoption of the Downtown East Washington Street Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "*STAF*") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

(b) So long as no notice of default has been issued or is outstanding, on December 1 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), seventy-five percent

(75%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the 402 E. Washington, LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for reimbursable Redevelopment Project Costs.

(c) On March 1 of each year during the term of this Agreement, the City shall deposit the City's Short Term Rental Taxes, generated by the Subject Property, into the 402 E. Washington, LLC Subaccount to use to reimburse the Developer for Reimbursable Project Costs in accordance with the terms, conditions, and limitations of this Agreement.

(d) The deposits into the 402 E. Washington, LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

Section 5. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 6. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes as assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 7. Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) December 1, 2042, (the "*Termination Date*").

Section 8. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2026, and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 9. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 10. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 11. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 12. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : Andrew Kaufmann, Manager
216 E. Grove St. - Suite 2100
Bloomington, IL 61701

With a copy to: Robbie Osenga, Owner
216 E. Grove St. - Suite 2100
Bloomington, IL 61701

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to:	Kathleen Field Orr 2024 Hickory Road Suite 205 Homewood, Illinois 60430	City of Bloomington Attn: Legal Department 115 E. Washington St. Bloomington, IL 61701

Section 15. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 16. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 17. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 18. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 19. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, an Illinois municipal corporation

By: ____
Mayor

Attest:

____
City Clerk

402 E. Washington, LLC

By: ____
Manager

Attest:

____
Owner

Exhibit A: Project Area – 401 E. Jefferson St. (21-04-407-007) and 408 E. Washington St. (21-04-407-009), Bloomington, Illinois

REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: May 22, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 4d. Improved neighborhood infrastructure
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND:

The Public Works Department's Engineering Division has finalized the recommendations for the Fiscal Year (FY) 2024 and 2025 General Resurfacing Program and Pavement Preservation Program. Public Works will provide a presentation, general resurfacing and pavement preservation recommendations, the current condition of the street system, and a discussion on possible street system condition targets. The presentation will be provided at the meeting and will be made available at www.bloomingtonstreets.com.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: City Council approved using American Rescue Plan Act (ARPA) funds for the second phase of the FY 2023 General Resurfacing Program on February 13, 2023. However, that approval did not include funding for the FY 2024 programs.

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 a good condition by prioritizing maintenance over building new and implementing fees to cover costs); Goal TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode); Objective TAQ-1.1. (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system); Objective TAQ-1.2. (Data driven transportation infrastructure policy and management); and Objective TAQ-1.4. (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network).

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, Assistant Director of Public Works/City Engineer