

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MARCH 25, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

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.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. 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.

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, MARCH 25, 2024, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Kevin Steck, Cory Volz, and Robert Hilliard upon Completion of their Probationary Period, as requested by the Police Department. *(Recommended Motion: None; Presentation only.)*
 - B. Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Accreditation Plaque to Bloomington Police Department, as requested by the Police Department. *(Recommended Motion: None; Presentation only.)* *(Presentation by Chief Kirk Brueggeman, ILEAP Representative.)*
 - C. Proclamation for Community Development Week 2024, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
 - D. Proclamation for World Autism Awareness Day, as requested by the Human Resources Department. *(Recommended Motion: None; Recognition only.)*
 - E. Recognition of Board & Commission Appointments, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
- 7. Public Hearings**
 - A. Public Hearing for the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department. *(Recommended Motion: None; Presentation and Public Hearing only.)* *(Presentation by Tim Gleason, City Manager, and Scott Rathbun, Finance Director, 3 minutes; and City Council Discussion, 5 minutes.)*

8. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the February 26, 2024 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,563,016.73, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and Action on an Agreement with Dewberry Engineers, Inc. for Police Department Safety and Security Improvements, in an Amount Not to Exceed \$67,900, as requested by the Department of Operations & Engineering Services and the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*
- E. Consideration and Action to Approve a Contract with GFL Environmental for the Residential and Bulk Garbage Pickup for the Leased Lots at Lake Bloomington, Beginning May 1, 2024, in the Amount of \$34,646.40, as requested by the Water Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2023 General Resurfacing Program Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$35,306.22, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on a Resolution Adopting the Official 2023 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2022 Zoning Map Adopted by Council on March 27, 2023, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action on Approving a Resolution Waiving the Formal Bidding Requirements and Approving a Contract with Republic Services for Receipt of Construction & Demolition Materials, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from the B-1 (General Commercial) District with the S-4 (Historic Preservation District) Overlay, to the B-1 (General Commercial) District without the S-4 Zoning Overlay, for the Property Located at 1002 S. Main Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, for Three Acres of

Property Generally Located Immediately South of and Adjacent to the Property Located at 1302 Martin Luther King Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

- K. Consideration and Action on an Ordinance Approving a Site Plan for Multiple-Family Dwellings in the D-2 (Downtown Transitional) District, for the Properties Known as 408 E. Washington Street and 401 E. Jefferson Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- L. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington (Chapter 44) Relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications, and adding to the Schedule of Fees (Chapter 1), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- M. Consideration and Action on an Application from Taqueria Porton, Inc., located at 901 N. Main St., Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License Creation be approved.)

9. Regular Agenda

- A. Presentation of the Bloomington Parks & Recreation Department's 2024 Summer Offerings and Annual Services, as requested by the Parks & Recreation Department and the Administration Department. (Recommended Motion: None; Presentation and Discussion only.) (Presentation by Tim Gleason, City Manager; Eric Veal, Parks & Recreation Director; and David Lamb, Parks & Recreation Assistant Director, 20 minutes; and City Council Discussion, 15 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Kevin Steck, Cory Volz, and Robert Hilliard upon Completion of their Probationary Period, as requested by the Police Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Kevin Steck, Cory Volz, and Robert Hilliard.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Darcy Hoffman, Office Associate

ATTACHMENTS:

[PD 1B Certificate - Kevin Steck](#)

[PD 1C Certificate - Robert Hilliard](#)

[PD 1D Certificate - Cory Volz](#)

City of Bloomington



Police Department

Police Officer's Commission

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

Kevin Steck

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

Mboka Mwilambwe
Mboka Mwilambwe

Mayor

Tim Gleason

Tim Gleason

City Manager



Jamal Simington
Jamal Simington

Chief

Leslie Vocum
Leslie Vocum

City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Robert Hilliard

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

Abaka Mwilambwe
Abaka Mwilambwe

Mayor

Tim Gleason

Tim Gleason

City Manager



Jamal Simington
Jamal Simington

Chief

Leslie Vocum

Leslie Vocum

City Clerk

City of Bloomington



Police Department

Police Officer's Commission

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

Cory Holz

*Having been duly sworn
was appointed and commissioned a*

Police Officer

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

Aboka Mwilambwe
Aboka Mwilambwe

Mayor

Tim Gleason

Tim Gleason

City Manager



Jamal Simington
Jamal Simington

Chief

Leslie Vocum
Leslie Vocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Accreditation Plaque to Bloomington Police Department, 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 5b. City decisions consistent with plans and policies

BACKGROUND: The Bloomington Police Department underwent a re-accreditation process with Illinois Law Enforcement Accreditation Program (ILEAP). The ILEAP Council has recommended re-accreditation. Maintaining accreditation is evidence and recognition of the highest level of professional police service. This is also a positive reflection of the commitment of the leadership of the municipal leadership to enhance the quality of life in the community by supporting policing services.

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: Amber Bishler, Office Manager



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Community Development Week 2024, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)

Mayoral Proclamation

IN RECOGNITION OF 2024 COMMUNITY DEVELOPMENT WEEK IN BLOOMINGTON, ILLINOIS

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and

WHEREAS, the City of Bloomington has utilized CDBG funds for fifty years to provide funding to principally benefit low-to-moderate income community members; and

WHEREAS, the CDBG program has made a significant impact on our community through the preservation of affordable housing, public infrastructure improvement investments, funding of critical social services, public park improvements, and upgrades to public facilities; and

WHEREAS, the City of Bloomington has demonstrated for fifty years a commitment to improving our community through the CDBG program; and

WHEREAS, the Economic and Community Development Department has demonstrated the capacity to administer the CDBG Program to identify, prioritize, and help resolve pressing problems; and

WHEREAS, City of Bloomington residents can, and are encouraged to, participate in the public input process of the 2025-2029 CDBG Consolidated Plan between April and August.

NOW THEREFORE, I Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim 1st – 5th April 2024, as

COMMUNITY DEVELOPMENT WEEK

in Bloomington and urge residents to join in recognizing the U.S. Department of Housing and Urban Development and the Community Development Block Grant Program.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.D.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for World Autism Awareness Day, as requested by the Human Resources Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington started training to become an Autism Inclusive Employer in March 2023. As part of the training, the City received the Sensory Inclusive and Sensory Inclusive First Responder Certifications. This achievement is a significant milestone in the City's ongoing efforts to create a more inclusive and welcoming environment for employees and the public. The City now has designated quiet areas and sensory tools at various locations.

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: Nicole Albertson, Human Resources Director

ATTACHMENTS:

[HR 1B Proclamation](#)

 CITY OF
Bloomington **ILLINOIS**
Mayoral Proclamation

**IN RECOGNITION OF WORLD AUTISM AWARENESS DAY
AS APRIL 2, 2024 IN BLOOMINGTON, ILLINOIS**

WHEREAS, Autism Spectrum Disorder (ASD) affects about 1 in 36 children. Over 5 million Americans live with Autism today. It is a developmental disability caused by differences in the brain. People with ASD may behave, communicate, interact and learn in ways that are different from most other people.

WHEREAS, the United States pledged April as Autism Awareness Month and the United Nations sanctioned World Autism Awareness Day on April 2nd.

WHEREAS, the City of Bloomington recognizes the importance of Autism Awareness and Acceptance. The City is demonstrating its commitment to promoting diversity, equity, and inclusion for all.

WHEREAS, on April 2, 2024, World Autism Awareness Day will commence in Bloomington.

NOW THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby proclaim April 2, 2024, as

World Autism Awareness Day

in the City of Bloomington and urge residents to join in recognizing World Autism Awareness Day.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.E.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments, 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 appointments are representative of City Council's approval from the March 11, 2024 Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Recognition of Appointment from 031124 Council](#)



Appointment

Cultural Commission:
• **Crystal Bricker**



Appointment

Japanese Sister City Committee:
• Justin Tirone



PUBLIC HEARINGS ITEM NO. 7.A.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing only.

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 budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council. The City Code requires adoption of an annual Appropriation Ordinance. The Fiscal Year ("FY") 2025 Proposed Budget was presented to Council on March 11, 2024. The General Fund and Other Funds FY 2025 Proposed Budget books are available for examination at the Bloomington Public Library, 205 E. Olive Street, at the City of Bloomington Hub, Suite #103, 115 E. Washington St., and on the City's website at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Notice for the Public Hearing was posted in *The Pantagraph* on March 12, 2024.

FINANCIAL IMPACT: The FY 2025 Proposed Budget for all City funds is \$331,668,992. The Proposed Budget for FY 2025 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B FY 2025 Fund Balance Summary](#)

PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account. Net use of fund balance column depicts uses or additions to fund balance reserves.



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the February 26, 2024 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 26, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Recognition of Firefighter Donovan McIntire who has completed probationary period, as requested by the Fire Department.

Fire Chief, Cory Matheny, introduced Firefighter, Donovan McIntire, and provided a brief background on McIntire. Mayor Mwilambwe presented Firefighter McIntire with his Firefighter Commission Certificate.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. The following spoke in person: (1) Sally Decker; (2) Noah Tang; (3) Surena Fish; (4) Zach Carlson; (5) John Capodice; (6) Scott Stimeling; and (7) Dale Nafziger. No emailed public comment was received.

Consent Agenda

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

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

Item 8.A. Consideration and Action on Approving the Minutes of the January 24, 2024, Special City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,070,374.15, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and Action on Approving the Purchase of One Toro TX1300 from Alta Equipment, in the Amount of ~~\$59,855~~ \$52,287, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Amanda Stutsman, Deputy City Clerk, noted a scrivener's error in the title.

Item 8.E. was pulled from the Consent Agenda by Council Member Montney.

Item 8.F. Consideration and Action on Approving a Change Order for Brand Development for the Current Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$10,950, as requested by the Human Resources Department. (Recommended Motion: The proposed Change Order be approved.)

Item 8.G. Consideration and Action on Approving an Agreement with J Spencer Construction, LLC, for the Fire Station #3 Kitchen Remodel (Bid #2024-22), in the Amount of \$88,500, as requested by the Fire Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.H. Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$472,431; (2) a Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, in the Amount Not to Exceed \$451,681 with Alfred Benesch & Company; and (3) a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Matthewson Land Services, Inc., for Land Acquisition Services for the Fox Creek Road & Bridge Improvements Project, in the Amount Not to Exceed \$20,750, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution, Agreement Supplement, and Resolution be approved.)

RESOLUTION NO 2024 - 008

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH MATTHEWSON LAND SERVICES, INC., FOR LAND ACQUISITION SERVICES FOR THE FOX CREEK ROAD & BRIDGE IMPROVEMENTS PROJECT, IN THE AMOUNT NOT TO EXCEED \$20,750

Item 8.I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for the Fiscal Year 2024 General Resurfacing Program - Phase 2 (Bid #2024-24), in the Amount of \$1,344,032.66, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO 2024 - 005

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH ROWE CONSTRUCTION - A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FISCAL

**YEAR 2024 GENERAL RESURFACING PROGRAM - PHASE 2 (BID #2024-24), IN THE
AMOUNT OF \$1,344,032.66**

Item 8.J. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II (Bid #2024-25), in the Amount of \$805,812.85, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO 2024 - 006

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II (BID #2024-25), IN THE AMOUNT OF \$805,812.85

Item 8.K. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1706 E. Hamilton Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO 2024 - 007

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR & SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1706 E. HAMILTON ROAD

Item 8.L. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, And 31 Pertaining to Alcohol and Licenses Administered by the City Clerk, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO 2024 - 008

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 6, 7, AND 31 PERTAINING TO ALCOHOL AND LICENSES ADMINISTERED BY THE CITY CLERK

Item 8.M. Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance and Minutes be approved.)

Staff pulled Item 8.M. from consideration to potentially return at a later date.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

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

Item 8.E. Consideration and Action on Approving the Purchase of Additional Services for Brand Development for the Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$ 55,450, as requested by the Human Resources Department.

Council Member Montney asked for additional information on the proposed investment and employee attrition. Nicole Albertson, Human Resources Director, explained the Employee Referral Bonus Program and its purpose to promote recruitment. She explained that the previous amount approved had included Phases 1 - 4 and the additional funding request would cover Phase 5 of the rebranding project. She then discussed the detailed, data-driven approach being taken to rebrand. The two then discussed next steps for the Program and rebranding project.

City Manager, Tim Gleason, talked about ways the City had invested in its employees through professional development to become an employer of choice.

Council Member Crumpler and Ms. Albertson discussed the project's timeline.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

9.A. Presentation and Discussion of the Fiscal Year 2025 Budget Update, as requested by the Finance Department.

City Manager Gleason introduced the Item and asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun discussed the proposed Fiscal Year (FY) 2025 budget emphasizing public safety, roads, dependable infrastructure, clean water, and public well-being. He highlighted significant changes and key factors of the budget. He reviewed the budget breaking out various proposed allocations.

Council Member Ward asked for additional background on ARPA funds allocated to various projects. Mr. Rathbun stated that funds had to be allocated by December 2024 and spent by December 2026. They then discussed funds still available through the program.

Council Member Boelen expressed concern about Connect Transit's lack of budget presentations to Council.

Finance Director's Report

City Manager Gleason explained the upcoming report was on the current budget.

Mr. Rathbun addressed Council and reminded them that the numbers presented were around two months behind based on reporting. He discussed the Governor's proposal

to eliminate grocery tax which, as a result, could impact revenues. He presented the FY Financial Summary as of January 2024 and highlighted various revenues comparing them to last year's figures. He then discussed year-to-date figures and encumbrances, defining encumbrance for the community. He briefly discussed FY 2023 major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds highlighting the golf revenue fund and how it increased by \$400,000 from the previous year. He concluded his presentation by noting where the community could locate the City's budget materials.

City Manager's Discussion

City Manager Gleason shared a video highlighting upcoming events. He commented to a recent Open House with the Region 3 Illinois Department of Transportation (IDOT) on various projects that total approximately \$100 million in addition to funds the City allocated to asphalt and concrete projects.

Mayor's Discussion

Mayor Mwilambwe reiterated the significance of the IDOT grant award. He also noted many community members had reached out with gratitude for the hockey team returning.

Council Member's Discussion

No Council Member discussions were held.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

Motion carried (viva voce).

The meeting adjourned at 7:31 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$10,563,016.73, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$10,563,016.73 (Payroll total \$3,144,752.07, Accounts Payable total \$7,020,353.04, Bank Transfers total \$249,222.56, and Procurement Card Purchases total \$148,689.06).

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: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL				
Date	Gross Pay	Employer Contribution	Totals	
3/8/2024	\$ 2,498,862.25	\$ 589,249.59	\$ 3,088,111.84	
			\$ -	
Off Cycle Adjustments	\$ 49,251.95	\$ 7,388.28	\$ 56,640.23	
		PAYROLL TOTAL	\$ 3,144,752.07	
ACCOUNTS PAYABLE (WIRES)				
Date	Bank	Total	PCARDS	
			Date Range	
3/25/2024	AP General	\$ 5,766,636.15	01/03/2024-02/01/2024	\$148,689.06
3/25/2024	AP JMScott	\$ -		
3/25/2025	AP Comm Devel	\$ 3,457.74		
3/25/2024	AP IHDA	\$ 150.00		
3/25/2024	AP Library	\$ 258,517.93		
3/25/2024	AP MFT	\$ 1,644.94		
03/07/2024-03/14/2024	Out of Cycle AP	\$ 989,946.28		
02/02/2024-03/10/2024	AP Bank Transfers	\$ 249,222.56		
		AP TOTAL	\$ 7,269,575.60	
			PCARD TOTAL	\$148,689.06
GRAND TOTAL			\$	10,563,016.73

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments 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 of:

Cultural Commission: Peter Pontius' and Katherine Browne's appointments are effective immediately, with an expiration date of 04-30-25.

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: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 3B Cultural Commission Roster](#)

Cultural Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Staff Liaison	Anthony	Nelson				false
Hold								
Over	Cultural Commission	Commissioner	Angelique	Racki	4/30/2023	3/27/2017	2016	true
Active	Cultural Commission	Chair	Melissa	Libert	4/30/2024	4/12/2021	2018	true
Active	Cultural Commission	Commissioner	Tracy	Koch	4/30/2024	2/27/2023	2023	true
Active	Cultural Commission	Commissioner	Faisal	Rashid	4/30/2024	2/27/2023	2023	true
Active	Cultural Commission	Commissioner	Jeffrey	Pitzer	4/30/2025	8/28/2023	2019	true
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Vacant	Cultural Commission				4/30/2025			
Vacant	Cultural Commission				4/30/2025			
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2025		2024	true
Active	Cultural Commission	Commissioner	Cindy	Termuende	4/30/2026	5/22/2023	2023	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Agreement with Dewberry Engineers, Inc. for Police Department Safety and Security Improvements, in an Amount Not to Exceed \$67,900, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: If approved, the City will enter into an agreement with Dewberry Engineers for Architectural and Engineering design of safety and security improvements at the Police Department. The reconfiguration and better utilization of existing City space minimizes the need to construct new facilities or purchase new property.

The police station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, operational and security requirements for the Police Department have dramatically changed. The proposed improvements increase security in the public lobby of the police station by adding walls, ballistic-resistant films, and other features which increase the safety of staff and visitors. In addition, proposed improvements to the Police Criminal Investigation Division will enhance the Department's ability to investigate crimes more expeditiously by adding technology and related infrastructure. The improvements also allow the City to collaborate more effectively with other law enforcement agencies while still maintaining the privacy and security requirements of current standards.

Through Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the six selected firms under the Architectural (Large) category, which is the key service for the project as described above, and determined Dewberry Engineers to be the most qualified firm to do

the work that best meets the City's needs. Based on Dewberry Engineer's selection under RFQ 2022-25 and their experience with City facilities, they were asked to submit a proposal for Architectural and Engineering design of safety and security improvements at the Police Department. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Dewberry Engineers, Inc.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Dewberry Engineers, Inc., for Police Department Safety and Security Improvements, in the amount not to exceed \$67,900. This will be paid out of the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). These dollars are available as the Police Tower/Front Desk project included in the FY 2024 Budget for \$200,000 is not occurring this fiscal year. Stakeholders can locate the Capital Improvement Fund Budget in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" beginning on page 79, 227, 242 and 246.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[DOES 1B Agreement](#)

[DOES 1C Proposal](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
DEWBERRY ENGINEERS INC.
FOR
POLICE DEPARTMENT SECURITY UPGRADES**

THIS AGREEMENT, dated this 14th day of March, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Dewberry Engineers Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Force Majeure. Neither the VENDOR nor the CITY shall be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the such party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act. VENDOR shall have no liability for any reuse, revision, or derivative works prepared by the CITY.

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

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

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

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

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

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

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

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its

employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

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:

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

If to CITY:

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

Copy to:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

DEWBERRY ENGINEERS INC.

By:  _____
Its Senior Associate

David J Evers 
By: _____
Its Vice President

Digitally signed by David J Evers
DN: cn=David J Evers,
c=US, o=Dewberry, ou=Engineering,
email=David.J.Evers@dewberry.com,
date=2024.03.14 09:26:50-05'00'

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

Project Understanding and SCOPE OF WORK

The City of Bloomington has requested that Dewberry Engineers Inc. prepare bid documents and perform limited bidding and construction phase services for the security upgrades for the Community Service Officer (CSO) and Criminal Investigation Department (CID) areas of the Police Station. It is understood that a large-scale study of the Police Station is underway to investigate the long-term viability of the building. It is also understood that any improvements constructed under this project will be temporary in nature. The City of Bloomington has indicated that there is a “ball park” project budget of \$200,000.

The detailed scope of the improvements is assumed to include:

1st Floor CSO Area

- Add standard gypsum walls above the two reception windows.
- Replace the glass block walls between the foyer and both Dispatch and Administration offices with standard gypsum walls.
- Film the foyer doors and windows as Alternate 1.
- Film the Administration windows as Alternate 2

2nd Floor CID Area

- Provide electric and data for the wall mount TVs and revised furniture configuration.
- Build conference room adjacent to CID room.
- Install segmental door between CID and new Conference Room.

Scope of Services:

1. Project kick-off meeting:
 - a. Review scope of work and memorialize via meeting minutes.
 - b. Discuss overall project schedule.
2. Information Gathering, Verification and Evaluation
 - a. Analyze data (i.e. building site plans, existing electric/technology drawings and information, etc) provided by the City.
 - b. Perform site visit to field verify existing conditions.
 - c. Draw and update existing facility drawings in the area of the work, as required.
3. Construction Documents for Bidding
 - a. Prepare bidding documents in accordance with all applicable local, state and federal regulations.
 - b. Architectural – Produce drawings and specifications related to preparation of Annotation Plans, Dimension Plans, Finish Plans, Reflected Ceiling Plans, Demolition Plans, Plan Details, Millwork Details, Door and Door Frame Details.
 - c. Technology – Produce drawings and specifications to support new telecommunications and audio/visual systems for the 2nd Floor CIS Improvements.
 - d. Electrical:

- i. Provide receptacles for future video wall an additional wall mounted receptacles around the Major Crimes room.
 - ii. Provide receptacles for wall mounted displays in the proposed conference room. Relocate existing lighting, power or fire alarm systems that conflict with new construction.
 - e. Prepare Specifications.
 - f. Scope to include a 60% plans and specifications submittal for City review.
 - g. Issued for Bid set to include updated plans, specifications, and cost estimate.
4. Bidding and Construction Administration
- a. Answer contractor questions during the bidding phase. Issue addendum to the bidding documents as required.
 - b. Provide sealed final construction documents (including any revisions made during the bidding process) for permitting and construction.
 - c. Provide limited assistance with bidding and construction including answering bid questions, performing shop drawing reviews, answering RFI's, preparing change order requests, etc.
5. Assumptions:
- a. City of Bloomington will provide existing building plans (i.e. floor plans, electrical/fiber plans, etc).
 - b. City of Bloomington will be establishing an IT closet on the 2nd Floor of the Police Department Building. It is assumed that all fiber runs can/will be pulled from this location.
 - c. Furniture layout and design on 2nd floor by others.

Schedule

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

- Complete Project Kick-Off Meeting: within two (2) weeks of Notice to Proceed
- Information gathering, verification and evaluation: within two (2) weeks of Kick-Off Meeting.
- Construction documents for bidding: within three (3) weeks of completion of information gathering, verification and evaluation phase.

EXHIBIT B COSTS/FEES

Compensation

The City shall pay Dewberry for the services performed under this agreement at the lump sum amount of \$67,900, unless modifications to the project scope are authorized in writing by the City. The fees are broken out as follows:

- Architectural Design Phase Fee: \$28,000
- Technology/Electrical Design Phase Fee: \$16,000
- Architectural Construction Phase Fee: \$18,850
- Technology/Electrical Construction Phase Fee: \$3,300
- Project Management/Administration: \$1,750

February 26, 2024

VIA ELECTRONIC MAIL

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

RE: City of Bloomington – Police Department Security Upgrades

Dear Mr. Waller,

Thank you for your interest in employing Dewberry Engineers Inc. (DEI) to provide professional services associated with the City of Bloomington – Police Department Security Upgrades. The following proposal will define the project understanding, scope of work, and fees for the proposed improvements.

PROJECT UNDERSTANDING AND SCOPE OF WORK

The City of Bloomington has requested that Dewberry Engineers Inc. prepare bid documents and perform limited bidding and construction phase services for the security upgrades for the Community Service Officer (CSO) and Criminal Investigation Department (CID) areas of the Police Station. It is understood that a large-scale study of the Police Station is underway to investigate the long-term viability of the building. It is also understood that any improvements constructed under this project will be temporary in nature. The City of Bloomington has indicated that there is a “ball park” project budget of \$200,000.

The detailed scope of the improvements is assumed to include:

1st Floor CSO Area

- Add standard gypsum walls above the two reception windows.
- Replace the glass block walls between the foyer and both Dispatch and Administration offices with standard gypsum walls.
- Film the foyer doors and windows as Alternate 1.
- Film the Administration windows as Alternate 2

2nd Floor CID Area

- Provide electric and data for the wall mount TVs and revised furniture configuration.
- Build conference room adjacent to CID room.
- Install segmental door between CID and new Conference Room.

SCOPE OF SERVICES:

1. Project kick-off meeting:
 - a. Review scope of work and memorialize via meeting minutes.
 - b. Discuss overall project schedule.
2. Information Gathering, Verification and Evaluation
 - a. Analyze data (i.e. building site plans, existing electric/technology drawings and information, etc) provided by the City.
 - b. Perform site visit to field verify existing conditions.
 - c. Draw and update existing facility drawings in the area of the work, as required.
3. Construction Documents for Bidding
 - a. Prepare bidding documents in accordance with all applicable local, state and federal regulations.

- b. Architectural – Produce drawings and specifications related to preparation of Annotation Plans, Dimension Plans, Finish Plans, Reflected Ceiling Plans, Demolition Plans, Plan Details, Millwork Details, Door and Door Frame Details.
 - c. Technology – Produce drawings and specifications to support new telecommunications and audio/visual systems for the 2nd Floor CIS Improvements.
 - d. Electrical:
 - i. Provide receptacles for future video wall and an additional wall mounted receptacles around the Major Crimes room.
 - ii. Provide receptacles for wall mounted displays in the proposed conference room. Relocate existing lighting, power or fire alarm systems that conflict with new construction.
 - e. Prepare Specifications.
 - f. Scope to include a 60% plans and specifications submittal for City review.
 - g. Issued for Bid set to include updated plans, specifications, and cost estimate.
4. Bidding and Construction Administration
- a. Answer contractor questions during the bidding phase. Issue addendum to the bidding documents as required.
 - b. Provide sealed final construction documents (including any revisions made during the bidding process) for permitting and construction.
 - c. Provide limited assistance with bidding and construction including answering bid questions, performing shop drawing reviews, answering RFI's, preparing change order requests, etc.
5. Assumptions:
- a. City of Bloomington will provide existing building plans (i.e. floor plans, electrical/fiber plans, etc).
 - b. City of Bloomington will be establishing an IT closet on the 2nd Floor of the Police Department Building. It is assumed that all fiber runs can/will be pulled from this location.
 - c. Furniture layout and design on 2nd floor by others.

SCHEDULE

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

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- Architectural Construction Phase Fee: \$18,850
- Technology/Electrical Construction Phase Fee: \$3,300
- Project Management/Administration: \$1,750

City of Bloomington
Police Department Security Upgrades
February 26, 2024

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Breitbach", with a long horizontal flourish extending to the right.

Michael Breitbach, P.E.
Civil Engineering Department Manager



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with GFL Environmental for the Residential and Bulk Garbage Pickup for the Leased Lots at Lake Bloomington, Beginning May 1, 2024, in the Amount of \$34,646.40, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract 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

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

BACKGROUND: The Water Department is seeking approval for a Contract with GFL Environmental for the residential and bulk garbage pickup for the lots at Lake Bloomington, beginning May 1, 2024, in the amount of \$34,646.40. The City of Bloomington is required to provide weekly garbage service to the leaseholders at Lake Bloomington, with the cost of garbage service being reimbursed by those leaseholders with a residence. A bulk garbage pickup is also being offered this year for all of the leaseholders, to be conducted the first week of June in each year of the contract.

The initial contract period will be May 1, 2024 until April 30, 2025. This agreement may be automatically extended in one-year increments until April 30, 2029, unless a party provides the other party with notice of its intent not to renew the Agreement at least 120 days prior to the expiration of the then current term.

The City of Bloomington released Bid #2024-36 (Lake Bloomington Residential Garbage Pickup) on February 5, 2024, with bids being opened on February 28, 2024. Two companies submitted competitive bids. Republic is a local firm and local preference was taken into consideration as shown below but GFL Environmental was still the lowest responsive bid. The bids are as follows for the approximately 216 leaseholders:

Residential Weekly Pickup

Year	Firm	Unit Cost	Monthly Cost	Total YR Cost	Local Pref	Total Amt Consideration
1	GFL Env	\$12.95	\$2,797.20	\$33,566.40	N/A	\$33,566.40
2	GFL Env	\$13.34	\$2,881.44	\$34,577.28	N/A	\$34,577.28
3	GFL Env	\$13.81	\$2,982.96	\$35,795.52	N/A	\$35,795.52
4	GFL Env	\$14.29	\$3,086.64	\$37,039.68	N/A	\$37,039.68
5	GFL Env	\$14.78	\$3,192.48	\$38,309.76	N/A	\$38,309.76

1	Rep Srvs	\$14.50	\$3,132.00	\$37,584.00	-\$1,879.20	\$35,704.80
2	Rep Srvs	\$15.23	\$3,289.68	\$39,476.16	-\$1,973.83	\$37,502.33
3	Rep Srvs	\$15.99	\$3,453.84	\$41,446.08	-\$2,072.30	\$39,373.78
4	Rep Srvs	\$16.79	\$3,626.64	\$43,519.68	-\$2,175.98	\$41,343.70
5	Rep Srvs	\$17.62	\$3,805.92	\$45,671.04	-\$2,283.55	\$43,387.49

Annual Bulk Pickup

Year			Yearly Cost	Local Pref	Total Amt	Consideration
1-5	GFL Env	\$5.00	\$1,080.00	N/A	\$1,080.00	
1-5	Rep Srvs	\$15.84	\$3,421.44	-\$171.07	\$3,250.37	

Collection Container Cost After Initial Disbursement

GFL Environmental \$2.50 per unit replacement

Republic Services \$5.00 per unit replacement

The Water Department has budgeted funds for FY 2025 and will budget each subsequent fiscal year accordingly.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on February 5, 2024.

FINANCIAL IMPACT: If approved, the contract, in the amount of \$34,646.40, will begin May 1, 2024. This agreement may be automatically extended in one-year increments until April 30, 2029, unless a party provides the other party with notice of its intent not to renew the Agreement at least 120 days prior to the expiration of the then-current term. This is included in the FY 2025 Proposed Budget under the Lake Maintenance-Landfill Fees account (50100140-70650). Stakeholders can locate in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 96.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WATER 1B Contract](#)

[WATER 1C Bid Tab - Base Bid](#)

[WATER 1D Bid Tab - Additive Alternate Bid](#)

[WATER 1E Bid Tab - Collection Container Cost After Initial Disbursement](#)

CITY OF BLOOMINGTON AGREEMENT WITH

GFL Environmental

FOR

Residential Garbage and Bulk Pickup at Lake Bloomington

THIS AGREEMENT, dated this ____ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ GFL Environmental (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2024-36

(hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

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:

GFL Environmental
4700 N. Sterling Ave
Peoria, IL 61615

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

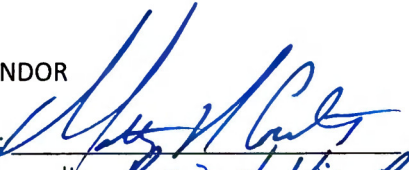
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Regional Vice President

By: 
Its Government Contracts Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The Contractor shall provide weekly collection of garbage from approximately 216 lots surrounding Lake Bloomington, at a minimum of once per week for the duration of the contract and shall transport such garbage to a transfer station or landfill location operating with the required Federal, State, and Local permits and meets all Illinois Environmental Protection Agency (IEPA) regulations and requirements for acceptance, use and disposal of residential garbage and bulk items. Contractor may also provide an annual bulk pick up the first week of June each year.

The Contractor shall submit a collection schedule and route to the City within thirty (30) days after the award or the contract to obtain the City's approval. The Contractor shall not begin any collection day before 6:00 a.m. not to continue past 3:00 p.m. Observed holidays shall be New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a holiday, collection shall be one business day later than the regularly designated collection day. In the event of inclement weather, emergency or if for any other reason collection is missed, every effort must be made to collect garbage items the next business day.

Residential Garbage Pickup: The Contractor shall collect all residential garbage generated by each residential unit as long as the garbage is placed inside an acceptable container or cart and placed on the curb. **Residential Bulk Pickup:** The Contractor may provide an additive cost per residential unit to the base bid for bulk pick-up for each residential premises annually the first week of June each year. Only materials generated by the resident or homeowner will be collected, commercial waste will not be accepted.

***Bulk pickup may include, but not limited, to the following: a. Furniture b. Items of waste generated by cleaning out a house c. Basement, interior, and exterior remodeling debris (permit may be required)

***Bulk pickup shall exclude the following: a. Extreme demolition (i.e., entire garage or floor) b. Household garbage (i.e., food waste or food containers) c. Commercial or hazardous waste (i.e., paint, varnish, oils, chemicals, tires, or automobile batteries) d. Other waste, including appliances, electronics, grass and thatch clippings, propane tanks, sod, dirt, concrete, rock, and shingles.*

All road weight limits, as determined by the appropriate Township, shall be followed. Failure to follow the posted road weight limits may result in the termination of the contract. Please note that there are different road weight limits on the different roads surrounding Lake Bloomington. Please contact McLean County, Hudson Township and Money Creek Township for more information.

EXHIBIT B
COSTS/FEEES

Please see next page for complete pricing.

Residential Garbage Pickup Fees

Description	Approximate Quantity	Unit of Measure	Unit Cost	Total
Initial Contract Period 5/1/24-4/30/25	216	Monthly Per Residential Unit	\$12.95	\$2,797.20
First One-Year Extension - 5/1/25-4/30/26	216	Monthly Per Residential Unit	\$13.34	\$2,881.44
Second One-Year Extension - 5/1/26-4/30/27	216	Monthly Per Residential Unit	\$13.81	\$2,982.96
Third One-Year Extension - 5/1/27-4/30/28	216	Monthly Per Residential Unit	\$14.29	\$3,086.64
Fourth One-Year Extension - 5/1/28-4/30/29	216	Monthly Per Residential Unit	\$14.78	\$3,192.48

Bulk Pick Up Fees

Description	Approximate Quantity	Unit of Measure	Unit Cost	Total
Initial Contract Period - One-time pickup First week of June 2024	216	Per Residential Unit Annually	\$5.00	\$1,080.00
First One-Year Extension – One-time pickup First week of June 2025	216	Per Residential Unit Annually	\$5.00	\$1,080.00
Second One-Year Extension – One-time pickup First week of June 2026	216	Per Residential Unit Annually	\$5.00	\$1,080.00
Third One-Year Extension – One-time pickup First week of June 2027	216	Per Residential Unit Annually	\$5.00	\$1,080.00
Fourth One-Year Extension – One-time pickup First week of June 2028	216	Per Residential Unit Annually	\$5.00	\$1,080.00

Collection Container Cost After Initial Disbursement

Description	Quantity	Unit of Measure	Unit Cost	Total
Cost of any Additional Collection Containers as requested	1	Per Unit	\$2.50	\$2.50

Base Bid: Residential Garbage Pickup

Bid #2024 - 036

Line Item	Description	Approximate Quantity	Unit of Measure	GFL Environmental		PO Amount		Republic Services	
				Unit Cost	Total	Unit Cost	Unit Cost	Unit Cost	Total
1	Initial Contract Period 5/1/24-4/30/25	216	Monthly Per Residential Unit	\$12.95	\$2,797.20	\$33,566.40	\$14.50	\$37,584.00	\$3,132.00
2	First One-Year Extension - 5/1/25-4/30/26	216	Monthly Per Residential Unit	\$13.34	\$2,881.44	\$34,577.28	\$15.23	\$39,476.16	\$3,289.68
3	Second One-Year Extension - 5/1/26-4/30/27	216	Monthly Per Residential Unit	\$13.81	\$2,982.96	\$35,795.52	\$15.99	\$41,446.08	\$3,453.84
4	Third One-Year Extension - 5/1/27-4/30/28	216	Monthly Per Residential Unit	\$14.29	\$3,086.64	\$37,039.68	\$16.79	\$43,519.68	\$3,626.64
5	Fourth One-Year Extension - 5/1/28-4/30/29	216	Monthly Per Residential Unit	\$14.78	\$3,192.48	\$38,309.76	\$17.62	\$45,671.04	\$3,805.92
Total					\$14,940.72				\$17,308.08

Additive Alternate Bid: Residential Bulk Pickup

Bid #2024 - 036

Line Item	Description	Approximate Quantity	Unit of Measure	GFL Environmental		Republic Serices	
				Unit Cost	Total	Unit Cost	Total
1	Initial Contract Period - One-time pickup First week of June 2024	216	Per Residential Unit Annually	\$5.00	\$1,080.00	\$15.84	\$3,421.44
2	First One-Year Extension – One-time pickup First week of June 2025	216	Per Residential Unit Annually	\$5.00	\$1,080.00	\$15.84	\$3,421.44
3	Second One-Year Extension – One-time pickup First week of June 2026	216	Per Residential Unit Annually	\$5.00	\$1,080.00	\$15.84	\$3,421.44
4	Third One-Year Extension – One-time pickup First week of June 2027	216	Per Residential Unit Annually	\$5.00	\$1,080.00	\$15.84	\$3,421.44
5	Fourth One-Year Extension – One-time pickup First week of June 2028	216	Per Residential Unit Annually	\$5.00	\$1,080.00	\$15.84	\$3,421.44
Total					\$5,400.00		\$17,107.20

Collection Container Cost After Initial Disbursement - For informational purposes.

Bid #2024 - 036

		GFL Environmental		Republic Serices	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost Total
1	Cost of any Additional Collection Containers as requested	1	Per Unit	\$2.50	\$5.00
Total				\$0.00	\$0.00



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2023 General Resurfacing Program Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$35,306.22, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will amend the FY 2023 General Resurfacing Program Agreement to include an additional \$35,306.22 to pay for additional unforeseen work related to the program.

On August 8, 2022, Council approved a construction agreement with Rowe Construction for the FY 2023 General Resurfacing Program, in the amount of \$5,220,438.92. The agreement included \$300,000 to address unforeseen issues that might arise during construction. Multiple field modifications were necessary as the result of unforeseen conditions that included: driveway approaches, parking lot approach adjustments, roadway patching, roadway reprofiling, curb and gutter replacement, and changes in quantities and extents of work.

The largest required unforeseen condition occurred on Macarthur Avenue at the end of the project. The existing asphalt surface extended from face of curb to face of curb and required milling the entire width of the asphalt surface prior to resurfacing. Once the asphalt was removed from on top of the gutter pan, it was determined that the condition of the gutter pan was worse than anticipated in many locations. Staff evaluated the curb and gutter and determined removal and replacement was necessary. Though replacement was minimized to what was necessary, an additional length of approximately 2,000 feet needed to be replaced. Not removing what was necessary would have created a greater chance for roadway deterioration and drainage issues along Macarthur Avenue in the near future. Given this occurred towards the end of the project and other unforeseen issues had already been addressed, the contract amount was exceeded by \$35,306.22.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the additional funds will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 82, 83, 228, 276, 277, and 278.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 1B Resolution](#)

[DOES 1C Agreement Amendment](#)

[DOES 1D Original Agreement](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2023
GENERAL RESURFACING PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION
OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$35,306.22**

WHEREAS, the City of Bloomington (“City”) has previously authorized a contract with Rowe Construction, A Division of United Contractors Midwest, Inc. (“Rowe Construction”), for the FY 2023 General Resurfacing Project (January 11, 2021, Consent Item 8F); and

WHEREAS, the City has encumbered \$5,220,438.92 of budgeted funds for the FY 2023 General Resurfacing Project; and

WHEREAS, the awarded contract amount has been utilized by Rowe Construction and will require additional funds for additional work; and

WHEREAS, it is desired to proceed with additional construction by extending the Rowe Construction agreement through a change order for a total contract amount of \$5,255,745.14 with the additional \$35,306.22 being added by change order; and

WHEREAS, the amendment is germane to the original contract as signed and is in the best interest of the city and authorized by the law;

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

Section 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 25th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

**FIRST AMENDMENT TO AGREEMENT FOR FY 2023 GENERAL RESURFACING PROJECT
WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC.,
REGARDING ADDITIONAL REPAIR COSTS**

This First Amendment, made and entered into this _____ day of March 2024, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC. (hereinafter "ROWE"), WITNESSETH that:

WHEREAS, on August 12, 2022, an Agreement for the FY 2023 General Resurfacing Project ("Agreement") was made between the CITY and ROWE for resurfacing streets and related items in various Bloomington locations; and

WHEREAS, CITY and ROWE have determined there is a need for additional repairs not originally included in the Agreement that include driveway approaches, parking lot approach adjustments, roadway patching, roadway reprofiling, curb and gutter replacement, and changes in quantities and extents of work; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional THIRTY-FIVE THOUSAND THREE-HUNDRED SIX DOLLARS AND 22 CENTS (\$35,306.22) to complete additional repairs;

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 Agreement. Exhibit B Payment Terms shall be modified as follows:

Replace total of \$5,220,438.92 with \$5,255,745.14.

3. In all other respects the FY 2023 General Resurfacing Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the FY 2023 General Resurfacing Project Agreement in duplicate this day and year first above written.

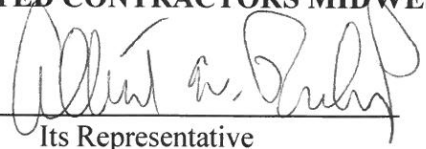
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

**ROWE CONSTRUCTION, A DIVISION OF
UNITED CONTRACTORS MIDWEST, INC.**

By:  _____
Its Representative

ATTEST:

By:  _____
Its Secretary

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR

FY 2023 General Resurfacing Project

THIS AGREEMENT, dated this 12th day of August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of United Contractors Midwest, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

_____ (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.



This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:



A flat fee of \$ 5220438.92 as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.



Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed \$ 5220438.92.

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



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



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 15. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

☒

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

Section 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 17. Access to Records. The following access to records requirements apply to this Agreement:

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

Section 18. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

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

Section 19. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Rowe Construction
Attn: Al Ruhrup
1523 N. Cottage Ave
Bloomington, IL 61701
al.ruhtrup@ucm.biz

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 21. Assignment. No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. Term. The term of this Agreement shall be:

- ☐ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.
- ☐ From _____ year(s) from the date of this Agreement listed above.
- ☒ By the date state in the PROCUREMENT DOCUMENTS or no later than August 31, 2023.
- ☐ This Agreement shall also be subject to the following renewal terms, if any:

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: [Signature]
Its City Manager

ATTEST:

By: [Signature]
Its City Clerk



VENDOR
By: [Signature]
Its Vice-President

By: [Signature]
Its Notary

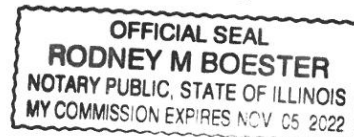


EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The Proposal for FY 2023 General Resurfacing Project 50-01-53001-23-00.

Generally,

This work consists of the removal of existing pavement surfaces and the placement of and asphalt overlay at various locations as shown on the plans. Incidental work includes adjustments, removals and installation of storm sewers, inlets, manholes, water valves, corporation stops, curb and gutter, and other appurtenances as required.

EXHIBIT B
PAYMENT TERMS



IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

To: City of Bloomington
Address:

Attn: Craig Shonkwiler
Phone:

Fax:

Addendum:

Project: FY 2023 General Resurfacing (REVISED)

Date: 07/25/2022

Client #	Description	Quant.	Unit	Unit Price	Ext Price
COB20200	EARTH EXCAVATION, SPECIAL	1,431.000	SF	\$ 4.04	\$5,781.24
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	107.000	EA	\$1,858.76	\$198,887.32
COB60201	NEW FRAME & GRATE, TYPE 1	53.000	EA	\$ 675.55	\$35,804.15
COB60202	INLET TO BE ADJUSTED, SPECIAL	30.000	EA	\$1,758.04	\$52,741.20
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	35.000	EA	\$3,340.71	\$116,924.85
COB60204	NEW FRAME & GRATE, TYPE 3	35.000	EA	\$ 770.60	\$26,971.00
COB60205	VALVE BOX TO BE ADJUSTED, SPECIAL	79.000	EA	\$1,022.15	\$80,749.85
COB60206	NEW FRAME AND CLOSED LID (VALVE BOX)	47.000	EA	\$ 425.00	\$19,975.00
COB55100	STORM SEWER, SPECIAL	70.000	FT	\$ 111.17	\$7,781.90
44200089	PAVEMENT PATCHING, TYPE II, 8 INCH	9.000	SY	\$ 286.93	\$2,582.37
44200101	PAVEMENT PATCHING, TYPE IV, 8 INCH	50.000	SY	\$ 135.81	\$6,790.50
44200192	PAVEMENT PATCHING, TYPE II, 16 INCH	10.000	SY	\$ 437.72	\$4,377.20
COB44200	PAVEMENT PATCHING, 4", SPECIAL	1,574.000	SY	\$ 59.75	\$94,046.50
COB44201	PAVEMENT PATCHING, 6", SPECIAL	280.000	SY	\$ 75.00	\$21,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	642.000	SY	\$ 33.07	\$21,230.94
COB60601	COMB C&G REMOVAL (SPOT REM), SPL	5,953.000	FT	\$ 33.02	\$196,568.06
COB60602	COMB C&G, TYPE B-6.18 (SPOT PLACE), SPL	5,953.000	FT	\$ 65.37	\$389,147.61
COB60603	COMB C&G REM (WHOLE BLOCK), SPL	1,372.000	FT	\$ 27.85	\$38,210.20
COB60604	COMB C>YPE B-6.18 (WHOLE BLOCK), SPL	1,372.000	FT	\$ 41.11	\$56,402.92
COB60605	BARRIER YARD CURB, SPECIAL	210.000	SF	\$ 68.04	\$14,288.40
44000600	SIDEWALK REMOVAL	12,457.000	SF	\$ 5.68	\$70,755.76
42300200	PCC DRIVEWAY PAVEMENT, 6"	452.000	SY	\$ 76.18	\$34,433.36
42300400	PCC DRIVEWAY PAVEMENT, 8"	65.000	SY	\$ 95.00	\$6,175.00
COB40800	HMA DRIVEWAY PAVEMENT, 6"	6.000	TON	\$ 465.12	\$2,790.72
40200800	AGGREGATE SURFACE COURSE, TYPE B	6.000	TON	\$ 97.49	\$ 584.94
COB42401	PCC SIDEWALK RAMP, 6"	1,322.000	SF	\$ 15.41	\$20,372.02
COB42402	PCC SIDEWALK, 6"	6,411.000	SF	\$ 12.67	\$81,227.37
COB42403	SIDEWALK REINFORCEMENT, SPECIAL	400.000	SF	\$ 1.68	\$ 672.00
42400800	DETECTABLE WARNINGS	144.000	SF	\$ 39.21	\$5,646.24
COB42404	COMBINATION CONCRETE CURB AND SW 6"	4,889.000	SF	\$ 22.18	\$108,438.02
COB42405	CONCRETE STEPS	124.000	SF	\$ 35.84	\$4,444.16
X7015005	CHANGEABLE MESSAGE SIGN	70.000	CD	\$ 182.76	\$12,793.20

Con't

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

Z00033700	LONGITUDINAL JOINT SEALANT	33,291.000	FT	\$ 3.89	\$129,501.99
40600285	POLY BITUMINOUS MATL (PRIME COAT)	61,755.000	LB	\$ 2.21	\$136,478.55
40602978	HMA BINDER COURSE, IL-9.5, N50	2,938.000	TON	\$ 136.50	\$401,037.00
40603310	HMA SURFACE COURSE, MIX C, N50	5,821.000	TON	\$ 136.50	\$794,566.50
40603153	POLY HMA SURFACE COURSE, SMA, N80	2,210.000	TON	\$ 165.26	\$365,224.60
COB40600	SAND MIX, N50, IL-4.75	1,171.000	TON	\$ 177.36	\$207,688.56
44000155	HMA SURFACE REMOVAL 1 1/2"	35,061.000	SY	\$ 6.06	\$212,469.66
44000156	HMA SURFACE REMOVAL 1 3/4"	4,001.000	SY	\$ 6.34	\$25,366.34
44000157	HMA SURFACE REMOVAL 2"	4,190.000	SY	\$ 6.56	\$27,486.40
44000158	HMA SURFACE REMOVAL 2 1/4"	5,520.000	SY	\$ 6.75	\$37,260.00
44000159	HMA SURFACE REMOVAL 2 1/2"	11,451.000	SY	\$ 6.75	\$77,294.25
44000161	HMA SURFACE REMOVAL 3"	24,410.000	SY	\$ 7.50	\$183,075.00
44000162	HMA SURFACE REMOVAL 3 1/4"	7,568.000	SY	\$ 7.75	\$58,652.00
44000100	PAVEMENT REMOVAL	216.000	SY	\$ 20.95	\$4,525.20
35300210	PCC BASE COURSE 7 1/2"	216.000	SY	\$ 85.00	\$18,360.00
COB40601	TEMPORARY RAMP	4,468.000	FT	\$ 16.24	\$72,560.32
COB21100	TOPSOIL PLACEMENT AND SEEDING, SPL	17,877.000	SF	\$ 8.10	\$144,803.70
78000400	THERMO PAVEMENT MARKING LINE, 6"	9,027.000	FT	\$ 3.26	\$29,428.02
78000600	THERMO PAVEMENT MARKING LINE, 12"	205.000	FT	\$ 6.51	\$1,334.55
78000650	THERMO PAVEMENT MARKING LINE, 24"	434.000	FT	\$ 12.86	\$5,581.24
78000100	THERMO PAVEMENT MARKING L&S	572.000	SF	\$ 13.13	\$7,510.36
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	15,775.000	FT	\$ 0.92	\$14,513.00
70300150	SHORT TERM PAVEMENT MARKING REM	4,816.000	FT	\$ 1.48	\$7,127.68
COB70100	TRAFFIC CONTROL COMPLETE	1.000	LS	\$220,000.00	\$220,000.00
COB10900	EXTRA WORK	1.000	LS	\$300,000.00	\$300,000.00
Bid Total					\$5,220,438.92

Thank you for the opportunity to bid this work.

Rowe Construction,
A Division of United Contractors Midwest, Inc.

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
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CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Adopting the Official 2023 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2022 Zoning Map Adopted by Council on March 27, 2023, 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 City of Bloomington is required by City Code (§ 44-202), and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code, to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations, and classifications for the preceding calendar year. In addition, the City Code provides that in the event there have been significant or numerous changes in zoning, the City Council may, by Resolution, adopt an Official Zoning Map showing those changes (§ 44-205).

Over the course of the year in 2023, the City adopted a number of map amendments as the result of community petitions; these are included in the map, attached as Exhibit "A" to the proposed Resolution. A complete list of common addresses and PINs for map amendments occurring in 2023 has been provided for reference.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Each map amendment, approved in 2023 and represented in the Official 2023 Zoning Map, has undergone review by City Staff and the Planning Commission. Each amendment required a public hearing with opportunity for public comment and testimony and included additional consideration and action by City Council before final approval. The proposed Resolution is a formality of incorporating already-approved changes into the visual representation of zoning within the City.

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 N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.1 (Enhance the livability of all Bloomington

neighborhoods); Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends).

Respectfully submitted for consideration.

Prepared by: John Myers, Assistant City Planner

ATTACHMENTS:

[E&CD 4B Resolution](#)

[E&CD 4C Resolution - Exhibit A](#)

[E&CD 4D List of Map Amendments in 2023](#)

RESOLUTION NO. 2024 - _____

**A RESOLUTION ADOPTING THE OFFICIAL 2023 ZONING MAP FOR THE CITY OF
BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2022 ZONING
MAP ADOPTED BY COUNCIL ON MARCH 27, 2023**

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31st) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year; and

WHEREAS, the City Council adopted the Official 2022 Zoning Map (Res. 2023-04) on March 27, 2023, which superseded the Official 2021 Zoning Map; and

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and when multiple changes occur and said map becomes difficult to interpret, said map shall be revised and a new Official Zoning Map showing the revisions shall be adopted; and

WHEREAS, adopted changes to the Official 2022 Zoning Map, as of December 31, 2023, have been reviewed and incorporated into the map attached as Exhibit “A” and hereinafter referred to as the “Official Zoning Map”, which is attached hereto and made part hereof by this reference; and

WHEREAS, pursuant to § 44-202 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the office of the Director of Economic and Community Development; and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2023 Zoning Map with revisions as of December 31, 2023, as the Official Zoning Map of said City, which supersedes the Official 2022 Zoning Map adopted on March 27, 2023.

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

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

Section 2. The Council hereby approves and adopts the Official 2023 Zoning Map for the City of Bloomington Illinois attached as Exhibit “A.”

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

Section 4. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 25th day of March 2024.

APPROVED this _____ day of March 2024.

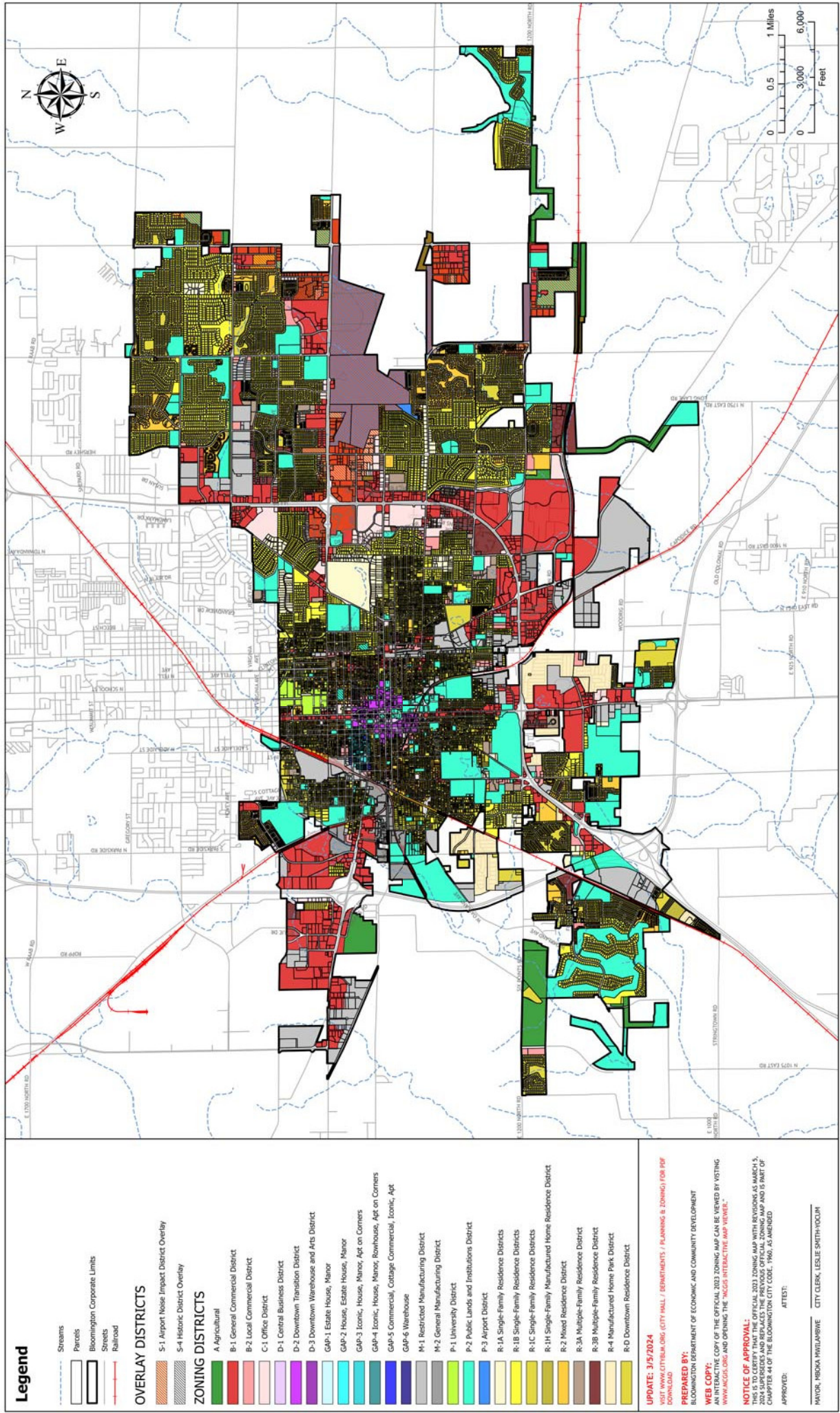
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

OFFICIAL 2023 ZONING MAP



Common Address and PINs for Map Amendments Occurring in 2023

Date Changed	Property Address:	PIN(S)	Reference	Rezoned To:
2/27/23	33 Sunset Road	14-34-402-016	Ord. No. 2023-20	R-1A/S-4
3/28/23	704 McGregor Street	21-10-206-005	Ord. No. 2023-22	B-2
3/28/23	1626 W. Locust Street	21-05-176-002	Ord. No. 2023-24	B-2
3/28/23	2702, 2704, 2706, 2708, 2710, 2712, & 2714 Fox Creek Road	21-18-302-007, 21-18-302-006, 21-18-302-005, 21-18-302-004, 21-18-302-003, 21-18-302-002, 21-18-302-001	Ord. No. 2023-25	R-2
11/27/23	601 N. Western Avenue & 1210 W. Locust Street	21-05-252-009, 21-05-252-016	Ord. No. 2023-109	P-2



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Resolution Waiving the Formal Bidding Requirements and Approving a Contract with Republic Services for Receipt of Construction & Demolition Materials, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Resolution waiving the formal bidding requirements and approving a contract with Republic Services for disposal of construction and demolition material (a/k/a "bulky waste"), in the amount not to exceed \$350,000. Henson Services formerly took the construction and demolition material but that company was recently sold too Lakeshore Recycling Services ("LRS"). LRS recently notified the City that it was going to cease accepting the material based on a concern with their permit. Republic Services is the only local vendor with a permit to dispose of the bulky waste materials. Staff requests approval of the agreement with Republic Services at a rate of \$59.72 per ton for 1 year.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. These fees are intended/dedicated solely for the support of solid waste service to the City, including collecting and disposing of garbage, recycle, bulk waste, and brush. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate a balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2025 Budget Item. If approved, the agreement, in the amount of \$350,000, will be paid out of the Solid Waste-Bulk Disposal account (54404400-70652). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 113.

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: Shannon Prewitt, Superintendent of Solid Waste

ATTACHMENTS:

[PW 1B Resolution](#)

[PW 1C Agreement](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A
CONTRACT WITH REPUBLIC SERVICES FOR RECEIPT OF CONSTRUCTION & DEMOLITION
MATERIALS**

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 City of Bloomington currently collects and then disposes of construction and demolition material (a/k/a bulky waste) from residents at the curb and the Citizens Convenience Center; and

WHEREAS, by allowing the City to enter into a contract with Republic Services in the amount of \$59.72 per ton for years 03/26/24 through 04/30/25; and

WHEREAS, the City Council determines it is in the best interests of the City to waive the bidding requirements to allow the City to contract with Republic Services.

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

Section 1. That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives are authorized to enter the City into an agreement with Republic Services for disposal of bulky waste at a rate of \$59.72 per ton, not to exceed \$350,000 dependent on how much is needed and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Republic Services of Bloomington, IL

FOR

Bulky Waste

THIS AGREEMENT, dated this 11th day of March, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Republic Services of Bloomington, (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

_____ (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

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:

Dan Winters
Republic Services
2112 Washington Rd
Bloomington, IL 61705

Copy to:

Dan Winters
Republic Services
2112 Washington Rd
Bloomington, IL 61705

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [Signature]
Its General Manager

By: [Signature]
Its BUSINESS UNIT
FINANCE MANAGER

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF WORK - GENERAL

Republic Services of Bloomington, Illinois will accept Bulky Waste collected by the City, at its Facility. The Bulky Waste may include items collected in the residential collection program, City- owned buildings, public spaces, and all other items of any kind or nature except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules, or regulations (Prohibited Material).

EXHIBIT B
COSTS/FEES

Charges as follow: \$59.72 per ton for the year March 26, 2024 through April 30, 2025.



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from the B-1 (General Commercial) District with the S-4 (Historic Preservation District) Overlay, to the B-1 (General Commercial) District without the S-4 Zoning Overlay, for the Property Located at 1002 S. Main Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The property at 1002 S. Main Street was designated as S-4 (Ord. No. 2008-31) based upon an existing storefront/residence (c.1850) that was planned for disassembly, salvage, and rebuild. The structure was approved for demolition in 2009, and demo was completed in 2010. Today, the property remains vacant with no reconstruction of the protected structure planned.

Rescission and removal of the S-4 overlay requires the same two public hearings--one before the Historic Preservation Commission (HPC) and one before Planning Commission (PC)--and final Council approval, as does application of the overlay in the first place.

- Nominating actions related to S-4 Designation may be initiated by "the Preservation Commission, at least 51% of the owners of record of the nominated property or structure(s), or the City Council...(§ 44-804B(1)).
- On November 16, 2023, the HPC voted to nominate the property at 1002 S. Main Street for a rescission of S-4 designation, based upon the facts that the protected structure no longer exists and the intent to rebuild is no longer applicable.
- On January 18, 2024, the HPC held a public hearing and voted to rescind the property's status as a Local Historic Landmark and to recommend removal of the S-4 Overlay to the PC (via HPC *Resolution 2024-01*).
- On February 7, 2024, the PC held a public hearing and voted to affirm the HPC's rescission of the property's status as a Local Historic Landmark, and to recommend a Zoning Map Amendment removing the S-4 Overlay to City Council (via PC *Resolution 2024-01*).
- The Property Owner has not attended either public hearing but has communicated to Staff an intent to not contest the proposed Map Amendment. Should they opt to contest, they would be able to force a 2/3 majority vote for approval of the Amendment at Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in *The Pantagraph* on Tuesday, December 26, 2023, for the hearing before the Historic Preservation Commission. Notification of the Public Hearing, along with copies of the nomination application, were mailed to the property owner and four adjoining property owners on January 2, 2024.

Notice was published in *The Pantagraph* on Wednesday, January 17, 2024, for the hearing before the Planning Commission. Neighborhood notification letters were mailed to the property owner and 85 property owners within 500 feet of the subject property, in accordance with the requirements of § 44-1705.

FINANCIAL IMPACT: The property has access to existing water and sewer services and is located on a main transportation corridor; vacancy is not the highest and best use for the lot. The zoning restrictions of the S-4 Designation, associated with a structure that no longer exists, are no longer appropriate and run counter to the community's efforts to support infill and beneficial use of available urban density.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community); Objective ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand), Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), and Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 3B Ordinance](#)

[E&CD 3C Planning Commission Resolution 2024-01](#)

[E&CD 3D Planning Commission Draft Minutes 2024-02-07](#)

[E&CD 3E HPC Resolution 2024-01](#)

[E&CD 3F HPC Draft Minutes 2024-01-19](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM THE B-1 (GENERAL COMMERCIAL) DISTRICT WITH THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, TO THE B-1 (GENERAL COMMERCIAL) DISTRICT WITHOUT THE S-4 ZONING OVERLAY, FOR THE PROPERTY LOCATED AT 1002 S. MAIN STREET

WHEREAS, the Bloomington Historic Preservation Commission initiated with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a request for a Designation Action, including a Zoning Map Amendment from the B-1 (General Commercial) District *with* the S-4 (Historic Preservation District) Overlay *to* B-1 (General Commercial) District *without* the S-4 (Historic Preservation District) Zoning Overlay, for the property located at 1002 S. Main 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, the Bloomington Historic Preservation Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Historic Preservation Commission, following said public hearing, made findings of fact the property no longer meets the criteria to be classified as a Local Historic Landmark and rescinded such status, as outlined in § 44-804B(2), and adopted *Historic Preservation Commission Resolution 2024-01* recommending a Zoning Map Amendment removing the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that the property no longer meets the criteria to be classified as a Historic Landmark and that a Zoning Map Amendment to remove the S-4 (Historic Preservation District) Overlay zoning is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706 of the Bloomington City Code, and adopted *Planning Commission Resolution 2024-01*; and

WHEREAS, the Bloomington Historic Preservation Commission and 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 approve this Zoning Map Amendment.

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 Historic Preservation Commission and the Planning Commission and the Zoning Map Amendment to remove the S-4

(Historic Preservation District) Overlay for the property at 1002 S. Main 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 25th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A
Legal Description

LOT 3 EXCEPT THE NORTH 40 FEET AND EXCEPT THE SOUTH 30 FEET IN WOLCOTT'S ADDITION TO THE
CITY OF BLOOMINGTON, IN MCLEAN COUNTY, IL

ADDRESS: 1002 South Main Street, Bloomington, IL 61701

PIN: 21-09-148-001

PLANNING COMMISSION RESOLUTION NO. 2024-01

A RESOLUTION RESCINDING THE DESIGNATION AS A LOCAL HISTORIC LANDMARK FROM THE PROPERTY LOCATED AT 1002 S. MAIN STREET AND RECOMMENDING THAT THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING BE REMOVED

WHEREAS, the subject property was Designated and zoned with the S-4 (Historic Preservation District) Overlay by Ordinance Number 2008-31, based upon an existing wood-framed storefront/residence (c.1850) that was planned for preservation and restoration; and

WHEREAS, in 2010 the wood-framed storefront/residence structure was demolished; and

WHEREAS, on November 16, 2023, a nomination was initiated by the City of Bloomington Historic Preservation Commission requesting that the property at 1002 S. Main Street, legally described in Exhibit “A”, attached hereto, and incorporated herein by reference, have the existing designation as a Local Historic Landmark rescinded and the S-4 (Historic Preservation District) Overlay zoning removed; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on January 18, 2024, passed *Historic Preservation Commission Resolution 2024-01* recommending to the Planning Commission that the premises at 1002 S. Main Street have the S-4 (Historic Preservation District) Overlay zoning removed on the City’s Official Zoning Map; and

WHEREAS, the Planning Commission, after providing proper notice and holding a public hearing on February 7, 2024, established appropriate findings of fact and determined that the property no longer meets the criteria to be classified as a Historic Landmark and that a Zoning Map Amendment to remove the S-4 (Historic Preservation District) Overlay zoning is in the public interest and not solely for the benefit of the applicant; and

WHEREAS, the Planning Commission has the power to adopt this Resolution and make a recommendation to the Bloomington City Council that a Zoning Map Amendment to remove the S-4 (Historic Preservation District) Overlay zoning be adopted.

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

Section 1: The Planning Commission hereby adopts the findings and determinations of the Historic Preservation Commission, as related to the property at 1002 S. Main Street, as stated in *Historic Preservation Commission Resolution 2024-01*.

Section 2: The Historic Preservation Commission’s action of declassifying the property at 1002 South Main Street as a Local Historic Landmark, per § 44-804 of the City Code, is upheld and reaffirmed.

Section 3: The Planning Commission recommends to the Bloomington City Council that the premises located at 1002 South Main Street, legally described in Exhibit “A,” have the S-4 (Historic Preservation District) Overlay zoning removed on the City’s Official Zoning Map.

PLANNING COMMISSION RESOLUTION NO. 2024-01

PASSED this 7th of February, 2024.

APPROVED this 14th of February, 2024.

PLANNING COMMISSION

Justin Boyd

Justin Boyd, Commission Chair

ATTEST

Alissa Pemberton

Alissa Pemberton, Staff Liaison

PLANNING COMMISSION RESOLUTION NO. 2024-01

Exhibit A
Legal Description

**LOT 3 EXCEPT THE NORTH 40 FEET AND EXCEPT THE SOUTH 30 FEET IN WOLCOTT'S
ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, IL**

ADDRESS: 1002 South Main Street, Bloomington, IL 61701

PIN: 21-09-148-001

PLANNING COMMISSION RESOLUTION NO. 2024-01

Exhibit B

**PLANNING COMMISSION REPORT ON LOCAL HISTORIC LANDMARK STATUS AND THE
APPROPRIATE APPLICATION OF THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING
FOR 1002 S. MAIN STREET**



Protected Historic Structure (est. 1975)



Subject property, current day

PROPERTY INFORMATION

Subject property: 1002 S. Main Street
Existing Zoning: B-1 (General Commercial) District with S-4 (Historic Preservation Overlay)
Existing Land Use: Vacant

HISTORIC INFORMATION

Year Built: c.1850
Architectural Style: Combination Residence/Store with Gothic Revival influence
Architect: Unknown
Alternate Name: J. Austin Goforth Home AKA the “Little Blue House”

BACKGROUND

The property at 1002 S. Main Street was designated S-4 in April of 2008 (Z-04-08, Ord. No. 2008-31) based upon the existing wood-framed storefront/residence (c.1850) that was originally planned for preservation and restoration, including possible application of City and State funds to assist in that effort. A little over a year later that plan had changed to disassembly, salvage, and reconstruction, due to severe water damage and long-term deferred maintenance issues. The Historic Preservation Commission (HPC) approved the structure for demolition on June 10, 2009, due to the severely deteriorated condition, and demo was completed in 2010. No Federal, State, or local funds were expended during the demolition. A case number was not associated with the Certificate of Appropriateness, but sufficient evidence was identified to prove appropriate action.

In September of 2009, the HPC heard BHP-09-09 which brought preliminary drawings for a newly proposed structure, which were conceptually approved. No additional information or progress could be identified on this case. Today, the property remains vacant with no improvement planned.

PLANNING COMMISSION RESOLUTION NO. 2024-01

KEY STANDARDS FOR CONSIDERATION OF ZONING MAP AMENDMENT

1. The property has remained undeveloped since the historic structure was demolished in 2010.
2. The underlying B-1 zoning will not change because of the proposed action.
3. The land uses and zoning of the most proximate properties are general commercial and medium-density residential, which is consistent and/or complementary to the proposed result.
4. Property values are unlikely to be diminished by the Map Amendment since the character of the result would be similar to that of other existing development in the area.
5. The City's Comprehensive Plan specifically asks us to, "Prioritize infill and redevelopment to spur growth and reinvestment in the City," which the removal of additional development restrictions may facilitate on this property.

FINDINGS OF THE PLANNING COMMISSION:

1. The subject property no longer meets the criteria to be classified as a Local Historic Landmark, based upon the fact that the protected structure no longer exists and is not intended for reconstruction.
2. The Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant.

Regular Agenda

The following item was presented:

Item 5.A. Z-02- 24 (BHP -01-24) - Public Hearing, consideration, and action on a request initiated by the Historic Preservation Commission for rescission of the Designation as a Local Landmark and the S-4 (Historic Preservation District) Overlay, for the property at 1002 S. Main Street, PIN 21-09-148-001.

Ms. Pemberton presented the Staff Report, with a recommendation for rescission of the Designation as a Local Landmark and the S-4 (Historic Preservation District) Overlay from the subject property. She stated this request was initiated by the Historical Preservation Commission (HPC). She stated the subject property was designated S-4 in 2008 (Ord. No. 2008-31) based upon the existing wood-framed storefront/residence that was planned for disassembly, salvage, and rebuild. The structure was approved for demolition in 2009, and demo completed in 2010. She noted the zoning restrictions of the S-4 Designation, associated with a nonexistent structure, are no longer appropriate and hinder the potential redevelopment of an infill property. She added that the property owner did not appear at HPC hearing and is not currently present either. However, the current property owner still has a chance to contest the action at City Council if they so choose.

Commission Chair Boyd inquired about voting procedures. Ms. Pemberton stated that two-thirds of the Commission members *present* is required to recommend this removal.

Commissioner Krieger made a motion, seconded by Commissioner Cullen, to establish findings of fact that the property no longer meets the criteria to be classified as a Historic Landmark, and to rescind such status.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Cullen.

Motion passed.

Commissioner Lewis made a motion, seconded by Commissioner Krieger, to establish findings of fact that the Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant and to recommend removal of the S-4 (Historic Preservation District) Overlay zoning for the property located at 1002 S. Main Street to City Council.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Cullen.

Motion passed.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Cullen, to approve the proposed Resolution.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Cullen.

Motion passed.

HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2024-01

A RESOLUTION RESCINDING THE DESIGNATION AS A LOCAL HISTORIC LANDMARK FROM THE PROPERTY LOCATED AT 1002 S. MAIN STREET AND RECOMMENDING THAT THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING BE REMOVED

WHEREAS, the subject property was Designated and zoned with the S-4 (Historic Preservation District) Overlay by Ordinance Number 2008-31, based upon an existing wood-framed storefront/residence (c.1850) that was planned for preservation and restoration; and

WHEREAS, in 2010 the wood-framed storefront/residence structure was demolished, with prior approval of the Historic Preservation Commission, due to the severely deteriorated condition of the structure; and

WHEREAS, on November 16, 2023, a nomination was initiated by the City of Bloomington Historic Preservation Commission requesting that the property at 1002 S. Main Street, legally described in Exhibit “A”, attached hereto, and incorporated herein by reference, have the existing designation as a Local Historic Landmark rescinded and the S-4 (Historic Preservation District) Overlay zoning removed; and

WHEREAS, the Historic Preservation Commission, after providing proper notice and holding a public hearing on January 18, 2024, established findings of fact and determined that the property no longer meets the criteria to be classified as a Local Historic Landmark, as outlined in § 44-804B(2), including:

1. The elements of design, detailing, materials, or craftsmanship that rendered it architecturally significant are no longer present; and
2. The design elements that made it structurally or architecturally innovative are no longer present; and
3. The singular physical characteristics that made it an established or familiar visual feature are no longer present; and
4. That it is no longer suitable for preservation or restoration; and

WHEREAS, based on the findings stated above and the Nomination Report provide as Exhibit “B”, attached hereto, and incorporate herein by reference, the Historic Preservation Commission voted to rescind the status as a Local Historic Landmark and to recommend removal of the S-4 (Historic Preservation District) overlay for the property located at 1002 S. Main Street to the Planning Commission; and

WHEREAS, the Historic Preservation Commission has the power to adopt this resolution and make a recommendation to the Bloomington Planning Commission represented in the report attached to this resolution and hereby referred to as Exhibit “B”.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1: The property at 1002 South Main Street in Bloomington, Illinois, is hereby no longer classified as a Local Historic Landmark, per § 44-804 of the City Code.

Section 2: The Historic Preservation Commission recommends to the Bloomington Planning Commission that the premises located at 1002 South Main Street, legally described in Exhibit “A,” have the S-4 (Historic Preservation District) Overlay zoning removed on the City’s Official Zoning Map.

PASSED this 18th of January, 2024.

APPROVED this 23rd of January, 2024.

HISTORIC PRESERVATION COMMISSION



Greg Koos, Commission Chair

ATTEST



Alissa Pemberton, Staff Liaison

Exhibit A
Legal Description

**LOT 3 EXCEPT THE NORTH 40 FEET AND EXCEPT THE SOUTH 30 FEET IN WOLCOTT'S
ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, IL**

ADDRESS: 1002 South Main Street, Bloomington, IL 61701

PIN: 21-09-148-001

Exhibit B

NOMINATION REPORT FOR THE RESCISSION OF LOCAL HISTORIC LANDMARK STATUS FOR 1002 S. MAIN STREET



Protected Historic Structure (est. 1975)



Subject property, current day

PROPERTY INFORMATION

Subject property: 1002 S. Main Street
Existing Zoning: B-1 (General Commercial) District with S-4 (Historic Preservation Overlay)
Existing Land Use: Vacant

HISTORIC INFORMATION

Year Built: c.1850
Architectural Style: Combination Residence/Store with Gothic Revival influence
Architect: Unknown
Alternate Name: J. Austin Goforth Home AKA the "Little Blue House"

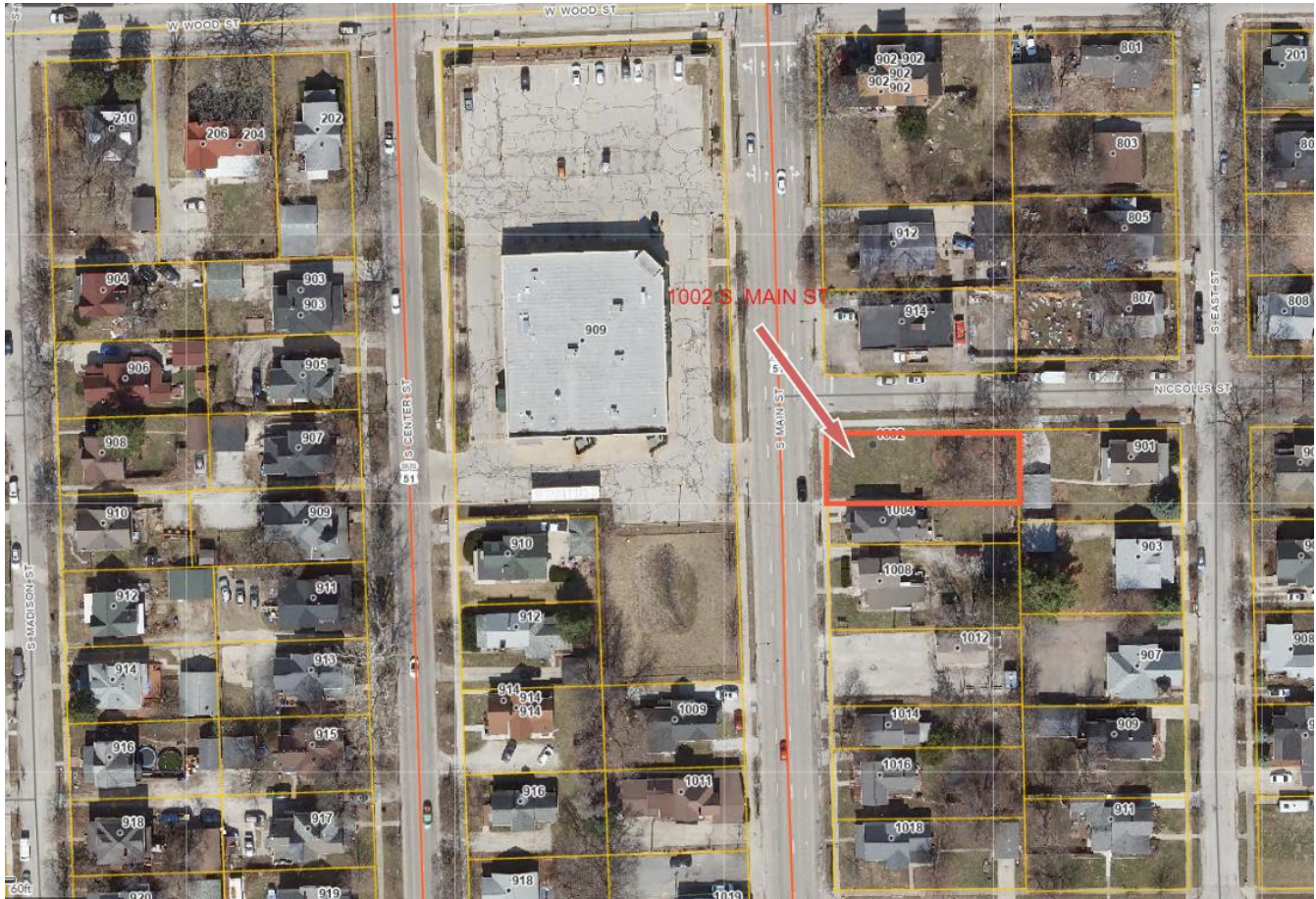
BACKGROUND

The property at 1002 S. Main Street was designated S-4 in April of 2008 (Z-04-08, Ord. No. 2008-31) based upon the existing wood-framed storefront/residence (c.1850) that was originally planned for preservation and restoration, including possible application of City and State funds to assist in that effort. By that time, discussions on how to manage and protect the property had been underway for over a year between the City and representatives of the estate, as the property falls within the target areas for November 2007 Main Street Corridor plan.

A little over a year later that plan had changed to disassembly, salvage, and reconstruction, due to severe water damage and long-term deferred maintenance issues. The Historic Preservation Commission (HPC) approved the structure for demolition on June 10, 2009, due to the severely deteriorated condition, and demo was completed in 2010. No Federal, State, or local funds were expended during the demolition. A case number was not associated with the Certificate of Appropriateness, but sufficient evidence was identified to prove appropriate action.

In September of 2009, the HPC heard BHP-09-09 which brought preliminary drawings for a newly proposed structure, which were conceptually approved. No additional information or progress could be identified on this case. Today, the property remains vacant with no improvement planned.

LOCATION MAP





**DRAFT MINUTES
HISTORIC PRESERVATION COMMISSION - REGULAR SESSION
THURSDAY, JANUARY 18, 2024, 5:00 PM**

The Historic Preservation Commission convened in regular session at 5:00 PM, January 18, 2024. Chair Greg Koos called the meeting to order.

Roll Call

Attendee Name	Title	Status
Sarah Lindenbaum	Commissioner	Present (5:03)
Kim Miller	Commissioner	Present
Emma Meyer	Commissioner	Present
Dawn Peters	Commissioner	Present
Greg Koos	Commission Chair	Present
Paul Scharnett	Commission Vice Chair	Present
John Elterich	Commissioner	Present

Public Comment

No public comment was provided.

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.

Commissioner Lindenbaum arrived at 5:03 PM.

Commissioner Peters made a motion, seconded by Commissioner Elterich, to approve the consent agenda as presented.

Roll call.

AYES: Koos; Scharnett; Peters; Elterich; Meyer; Lindenbaum; Miller.

Motion passed.

Item 4.A. Review and approval of the minutes of the November 16, 2023, regular meeting of the Bloomington Historic Preservation Commission.

Regular Agenda

The following item was presented:

Item 5.A. BHP- 01-24 - Public Hearing, consideration, and action on a request initiated by the Historic Preservation Commission for rescission of the Designation as a Local Landmark, for the property at 1002 S. Main Street (PIN 21-09-148-001).

Ms. Pemberton presented the Staff report with a recommendation to rescind the Local Historic Landmark designation and the S-4 (Historic Preservation District) Overlay zoning for 1002 S. Main Street. She provided background on the subject property. She noted that the property was designated and zoned S-4 in 2008. In 2009, the structure was deemed unrepairable during a Demolition Review by the Commission. In 2010, the protected historic structure was demolished. She stated the building was never rebuilt and the lot is currently vacant. The Property Owner is aware of these proceedings and is not contesting at this time. She noted the Commission's recommendation will be transmitted to the Planning Commission for review, and then City Council for a final decision.

Commissioner Elterich asked if the property owner still owns any of the original parts of the structure that were salvaged during demolition. Ms. Pemberton stated that it is very unlikely, as the part of the ownership interest that also held the interest in restoration is no longer an active party to the ownership interest, and we are aware of at least a few other restoration projects that have utilized materials salvaged from the subject property.

No other testimony was provided.

Commission Chair Koos closed the public hearing.

Commissioner Lindenbaum made a motion, seconded by Commissioner Elterich, to establish findings of fact that the property no longer meets the criteria to be classified as a Local Landmark, and to rescind such status.

Roll call.

AYES: Koos; Scharnett; Peters; Elterich; Meyer; Lindenbaum; Miller

Motion passed.

Commissioner Sharnett made a motion, seconded by Commissioner Elterich, to recommend the removal of the S-4 (Historic Preservation District) Overlay zoning for property located at 1002 S. Main Street to the Planning Commission.

Roll call.

AYES: Koos; Scharnett; Peters; Elterich; Meyer; Lindenbaum; Miller

Motion passed.

The following item was presented:

Item 5.B. Consideration and action on Preservation Commission initiation of a Designation action to classify Holy Trinity Catholic Church and Rectory as Local Landmarks, and to pursue the addition of the S-4 (Historic Preservation District) Overlay for the portion of property at 704 N. Main Street that lies between N. Center Street and N. Main Street, PIN 21-04-135-001.

Ms. Pemberton presented the staff report with a recommendation to nominate or not nominate Holy Trinity Catholic Church (c. 1933) and Rectory (c. 1896) as Local Landmarks. She provided background, noting the Church, Rectory, and Convent were added to the National Register of Historic Places on October 24th, 1983. Ms. Pemberton stated the Convent was demolished in 2001, but the Church and Rectory remain in good



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, for Three Acres of Property Generally Located Immediately South of and Adjacent to the Property Located at 1302 Martin Luther King Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Applicant, McLean County Center for Human Services, is requesting approval of a Special Use Permit to allow an Assisted Living Facility use on three acres of a property generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive. The property is currently un-addressed as it is unimproved and will need to be subdivided from a larger piece of property.

Summary of Request:

- The proposed Assisted Living Facility use would occupy currently vacant land.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- The facility would consist of four stories and contain a total of 24 units.
- Sufficient off-street parking has been provided.

On Wednesday, February 21, 2024, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 5-0 to recommend approval of the Special Use Permit to the City Council, with the condition that parking lot landscaping requirements are met.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, February 6, 2024, and courtesy notices were mailed to 31 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved, the location may generate additional Property Tax Revenues. In addition, construction materials may generate additional sales tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Ordinance Exhibit B \(Site Plan\)](#)

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

[E&CD 2E ZBA 02-21-2024 Draft Minutes](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ASSISTED LIVING FACILITY IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THREE ACRES OF PROPERTY GENERALLY LOCATED IMMEDIATELY SOUTH OF AND ADJACENT TO THE PROPERTY LOCATED AT 1302 MARTIN LUTHER KING DRIVE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for an Assisted Living Facility, for three (3) acres of property generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application included a Site Plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”, which is attached hereto and made part hereof by this reference;” and

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

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

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance, with the condition that parking lot landscaping requirements are met; and

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

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

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

Section 2. That the Special Use Permit for an Assisted Living Facility, for the three (3) acres of property generally located immediately south and adjacent to the property located at 1302 Martin Luther King Drive, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

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

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

PASSED this 25th day of March 2024.

APPROVED this _____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A
Legal Description

A PART OF LOT 1 IN KALAMAYA SUBDIVISION 2ND ADDITION BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $00^{\circ}32'47''$ EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 351.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH $90^{\circ}00'00''$ WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 373.01 FEET; THENCE NORTH $00^{\circ}00'00''$ WEST A DISTANCE OF 351.91 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH $00^{\circ}00'00''$ EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 369.65 FEET TO THE POINT OF BEGINNING, CONTAINING 3 ACRES MORE OR LESS.

Part of PIN: 14-31-477-006

EXHIBIT B
Site Plan

EXHIBIT B

Site Plan

SITE DATA

GROSS SITE AREA:	130,680 S.F. (3 ACRES)
NET SITE AREA (BUILDABLE):	112,637 S.F. (2,586 ACRES)
AREA OF WETLANDS, FLOODWAY, FLOODPLAIN, OPEN WATER:	N/A (0.0 ACRES)
FLOOR AREA RATIO:	0.22
LANDSCAPED AREA:	4,096 S.F. (0.094 ACRES)
GROSS IMPERVIOUS AREA:	13,883 S.F. (0.319 ACRES)
SITE COVERAGE (%):	5.85%
NUMBER OF LOTS:	1
NUMBER OF BUILDINGS:	1

BUILDING DATA - APARTMENT RESIDENTIAL BUILDING

1ST FLOOR:	7,639 S.F.
2ND FLOOR:	6,843 S.F.
3RD FLOOR:	6,843 S.F.
4TH FLOOR:	6,843 S.F.
TOTAL:	28,168 S.F.

Design Mavens Architecture PLLC
1702 W College Avenue, Suite E-1
Normal, IL 61761
T: 309.304.3048

Tarter Construction Services
1012 Ekstam Drive
Bloomington, IL 61704

McLean County Center for Human Services
108 W. Market Street
Bloomington IL 61701

BUILDING CODES:

ACCESSIBILITY CODES:

INDEX OF DRAWINGS

G000	COVER SHEET
C101	SITE PLAN
C102	LANDSCAPE PLAN
A101	FIRST & SECOND FLOOR PLANS
A102	THIRD & FOURTH FLOOR PLAN & TYPICAL UNIT PLAN
A201	BUILDING ELEVATIONS
A202	WALL SECTION

DWELLING UNITS (APARTMENTS):	UNITS	% ACCESSIBLE	% ADAPTABLE	% SENSORY
ONE BEDROOM (570 SF)	24	3	5	1
TOTAL DWELLING UNITS:	24	3	5	1
UNITS PER ACRE:	8			
BUILDING HEIGHT:	4 STORIES, 50'-7" (TOP OF ROOF)			
PARKING SPACES (PROVIDED):				
NUMBER:	30 (INCLUDING 2 ACCESSIBLE)			
SPACES PER UNIT:	1.25			

INDEX OF DRAWINGS

G000	COVER SHEET
C101	SITE PLAN
C102	LANDSCAPE PLAN
A101	FIRST & SECOND FLOOR PLANS
A102	THIRD & FOURTH FLOOR PLAN & TYPICAL UNIT PLAN
A201	BUILDING ELEVATIONS
A202	WALL SECTION

Good

SUE'S LANDING APARTMENTS
MCLEAN COUNTY CENTER FOR HUMAN SERVICES
DR. MARTIN LUTHER KING JR DRIVE
BLOOMINGTON, IL 61701

COVER SHEET

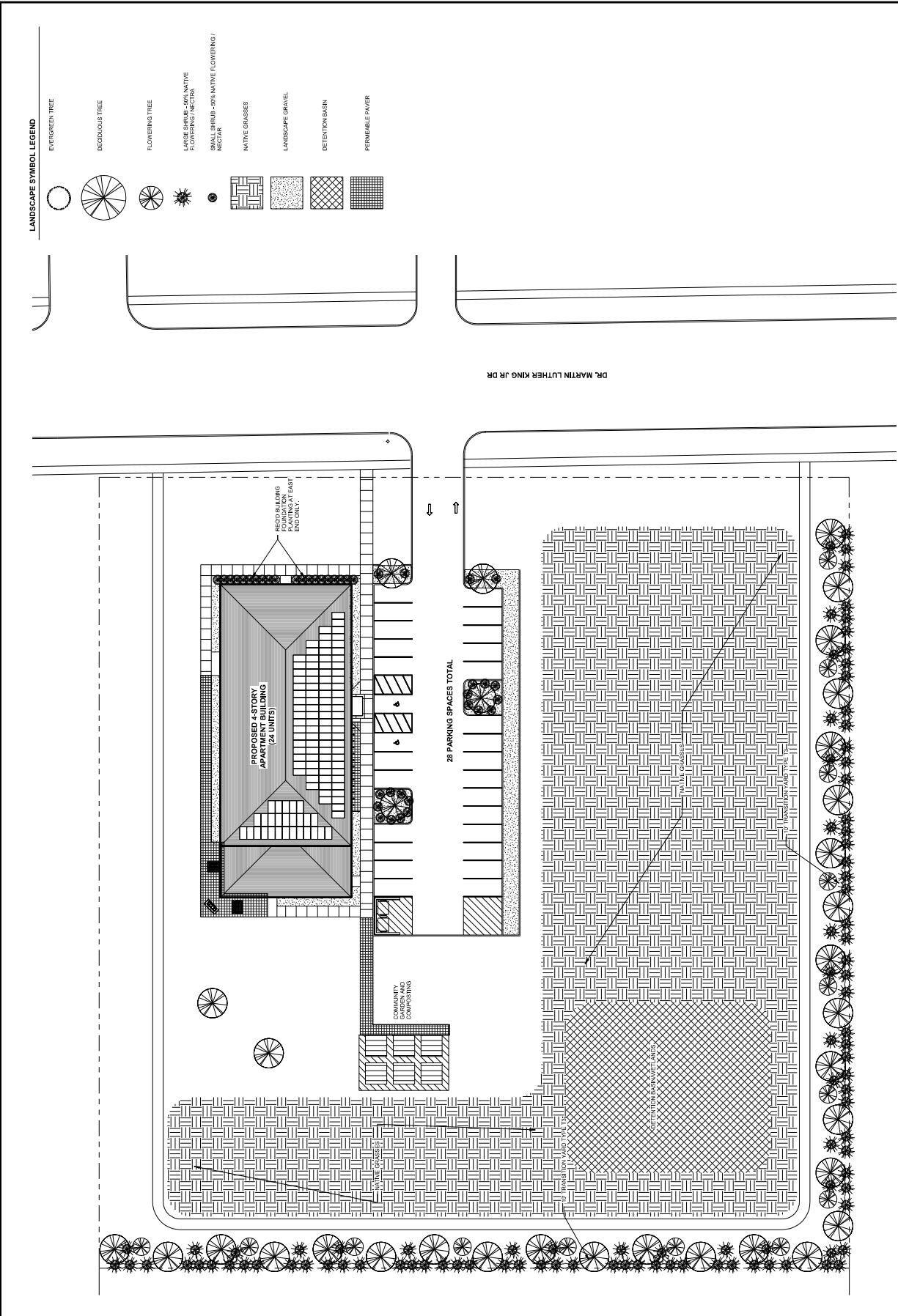
**DRAFT - NOT
FOR
CONSTRUCTION**

[illegible]

DATE: 03/11/2024
DRAWN: SMJ
REVIEWED: SMJ



113



LANDSCAPE SYMBOL LEGEND

- EVERGREEN TREE
- DECIDUOUS TREE
- FLOWERING TREE
- LARGE SHRUB - 60% NATIVE FLOWERING / 40% NECTRA
- SMALL SHRUB - 60% NATIVE FLOWERING / 40% NECTRA
- NATIVE GRASSES
- LANDSCAPE GRAVEL
- DETENTION BASIN
- PERMEABLE PAVEMENT

DESIGN
Movers
ARCHITECTURE PLLC

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Project # 220038

DATE:	03/11/2024
DRAWN:	JMU
REVIEWED:	SMJ
DATE:	
DESCRIPTION:	

DRAFT - NOT FOR CONSTRUCTION

LANDSCAPE PLAN
SUE'S LANDING APARTMENTS
DR. MARTIN LUTHER KING JR DRIVE
BLOOMINGTON, IL 61701
MCLEAN COUNTY CENTER FOR HUMAN SERVICES

SHEET
C102
PROJECT # 220038



ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: February 21, 2024

CASE NO: SP-02-24, Special Use Permit for Assisted Living Facility

REQUEST: Public hearing, review, and action on a petition submitted by McLean County Center for Human Services requesting approval of a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, for three (3) acres of property generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive. Part of PIN: 14-31-477-006.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow an Assisted Living Facility in the B-1 (General Commercial) District, per § 44-502B which indicates Assisted Living Facilities may be permitted as Special Uses in the B-1 District. No waivers to Use Provisions are requested. The Applicant proposes to construct a 25-unit, four-story Assisted Living Facility at the property with associated parking (30 spaces). Interior and perimeter parking lot landscaping should be provided. All other bulk and site standards have been met. A detention basin is provided on-site. A direct pedestrian connect to the public sidewalk and bicycle parking have been provided.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, February 6, 2024. Courtesy notices were mailed to 31 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of three (3) acres of land generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive. The property is currently vacant farmland. Neighboring properties contain a mix of commercial and office uses as well as additional vacant farmland.

Surrounding Zoning and Land Uses:

Zoning		Land Uses
North	B-1 (General Commercial)	Construction Services
South	B-1 (General Commercial)	Farmland
East	B-1 (General Commercial)	Offices (Medical)
West	B-1 (General Commercial)	Vehicle Repair & Service

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

Subject Code Requirements:

§ 44-502B, “Allowed Uses Table” indicates Assisted Living Facilities permitted as a Special Use in the B-1 District.

§ 44-1019, Group Living Facilities, Boarding and Rooming Houses, Homes for the Aged Use Provisions.

STANDARDS FOR REVIEW

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

Special Use Permit for Assisted Living Facility in the B-1 (General Commercial) District.

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

The establishment, maintenance, and operation of an Assisted Living Facility is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. ***Standard is met.***

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

The designation on the City’s Future Land Use Map for this area is “Regional Commercial”; the proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business-friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. ***Standard is met.***

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

The proposed use is consistent with the character of other uses in the area. A significant portion of the area is still undeveloped farmland. The uses adjacent to the site include compatible commercial uses. A medical office is located directly to the east of the site, across Martin Luther King Drive. The property is completely surrounded by B-1 zoning. ***Standard is met.***

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. ***Standard is met.***

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

Ingress and egress are proposed to be provided by a new curb cut along Martin Luther King Drive which would align with the existing curb lot for the medical offices located directly east of the site. Parking standards on the surface lot proposed at the site are adequate and meet Code requirements. ***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 Assisted Living Facility use meets the bulk and site standards for the District, and the additional use provisions. No waivers are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

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

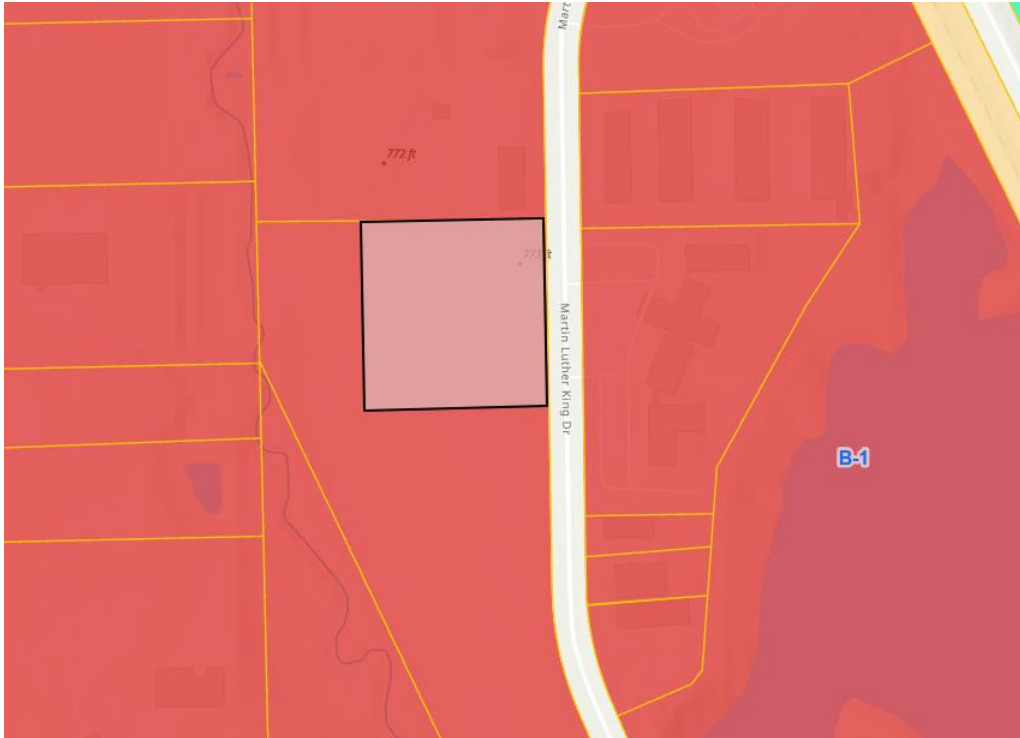
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request with the condition that interior and perimeter parking lot landscaping be provided.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

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

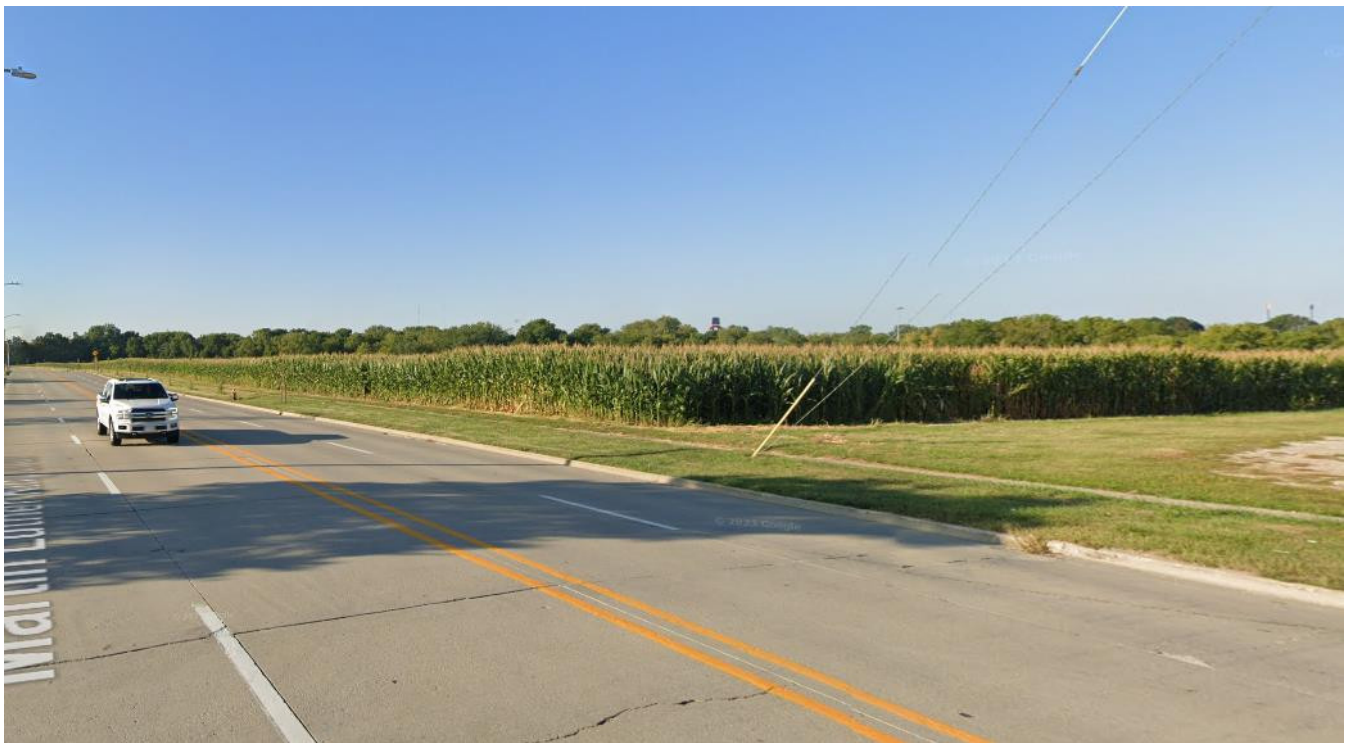
Attachment 1 - Zoning Map



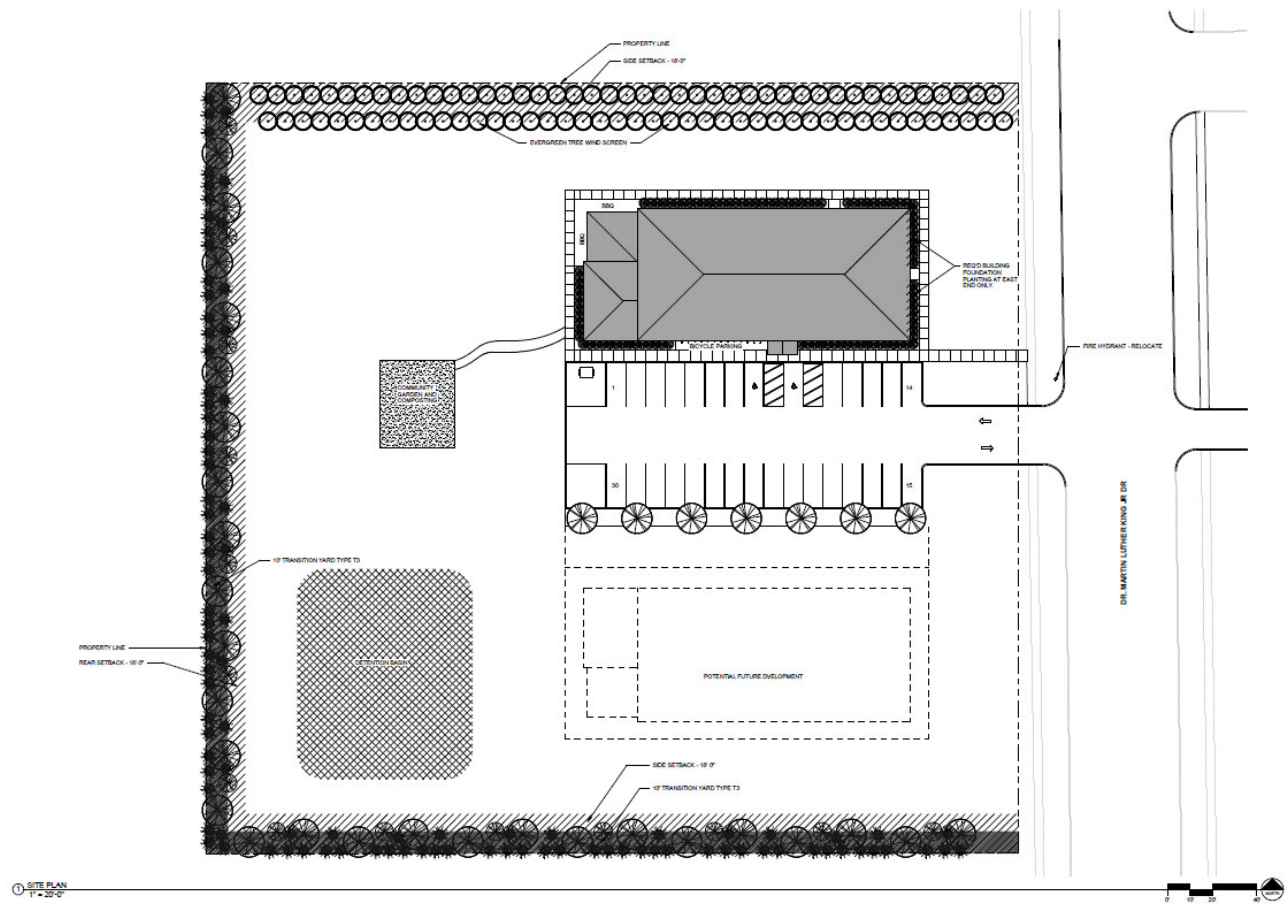
Attachment 2 - Aerial Image



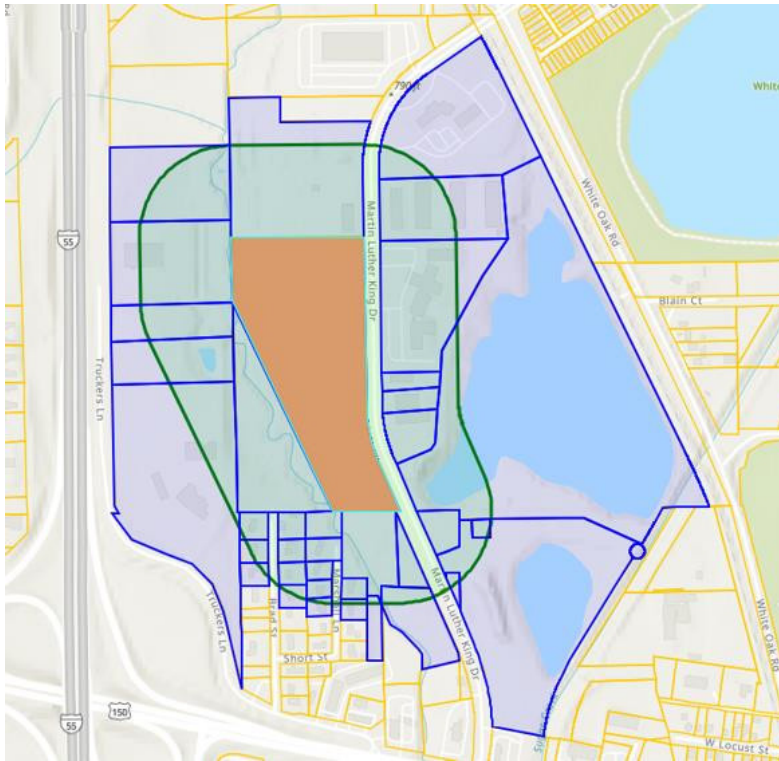
Attachment 3- Ground-Level Views



Attachment 4 - Site Plan



Attachment 5 - Neighborhood notice map





**DRAFT MINUTES
ZONING BOARD OF APPEALS - REGULAR SESSION
WEDNESDAY, FEBRUARY 21, 2024, 4:00 PM**

The Zoning Board of Appeals convened in regular session at 4:02 PM, February 21, 2024. Chair Straza called the meeting to order.

Roll Call

Attendee Name	Title	Status
Terry Ballantini	Vice Board Chair	Present
Michael Straza	Board Chair	Present
Ross Webb	Board Member	Absent
Tim Foley	Board Member	Present
Zachary Zwaga	Board Member	Absent
Victoria Harris	Board Member	Present
Nikki Williams	Board Member	Present

City Staff present included Jon Branham, City Planner; Alissa Pemberton, City Planner; John Myers, Assistant City Planner; and George Boyle, Assistant Corporation Counsel.

Public Comment

No public comment was provided.

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.

Board Member Harris made a motion, seconded by Board Member Foley, to approve the consent agenda as presented.

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

Motion passed.

Item 4.A. Review and approval of the minutes of the January 17, 2024, regular meeting of the Bloomington Zoning Board of Appeals.

Regular Agenda

The following item was presented:

Item 5.A. SP-02-24 - Public hearing, review, and action on a request submitted by McLean County Center for Human Services, for approval of a Special Use Permit for an Assisted Living Facility, in the B-1 (General Commercial) District for three (3) acres of property

generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive (Part of PIN: 14-31-477-006).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He explained that the proposed use of an Assisted Living Facility requires a Special Use Permit in the B-1 (General Commercial) District. He noted all bulk requirements and use standards had been met, aside from some perimeter and interior parking lot landscaping which should be a condition of any approval. He reviewed conditions of the existing site and the surrounding properties.

Board Chair Straza opened the public hearing.

Joan Hartman (108 W. Market Street), Applicant, provided further background on the project. She stated there is an Illinois Housing Development Authority (IHDA) application for funding pending. She noted the total number of proposed units had been modified from 25 to 24 to qualify for additional funding. She summarized the proposed facility services and expected population.

Board Chair Straza inquired about public transportation servicing the site. Ms. Hartman stated there was a bus stop adjacent to the property. She added the facility would also provide transportation for various services.

Vice Board Chair Ballantini inquired if the purchase agreement was pending zoning approval and the anticipated timing of construction. Ms. Hartman confirmed the agreement conditions, including an expected award date of April, and target 2025 start.

Board Member Harris inquired about the unit types. Ms. Hartman identified that the units would be single-bedroom apartments with kitchens and bathrooms.

Board Chair Straza closed the public hearing.

There was additional discussion regarding the modification of the total number of units and the additional landscaping needed. The Chair noted these changes need to be reflected in documents going forward.

Vice Board Chair Ballantini made a motion, seconded by Board Member Foley, to establish findings of fact that all standards for approval of a Special Use Permit are met and to recommend approval of the request submitted by McLean County Center for Human Services for a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, for three (3) acres of property generally located immediately south of and adjacent to the property located at 1302 Martin Luther King Drive, subject to noting the updated number of units and the installation of required parking lot landscaping.

Roll call.

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

Motion passed.



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Site Plan for Multiple-Family Dwellings in the D-2 (Downtown Transitional) District, for the Properties Known as 408 E. Washington Street and 401 E. Jefferson Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 4. Strong Neighborhoods

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 4c. Preservation of property/home valuations

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: The Applicant, Laborers Home Development Corp., is requesting approval of a (Public Hearing) Site Plan to allow Multiple-Family Dwellings on the properties known as 408 E. Washington and 401 E. Jefferson; these properties must be combined and re-addressed as part of completing this development. The property commonly known as 408 E. Washington is currently vacant and the property at 401 E. Jefferson holds a structure which has already undergone Demolition Review, per § 44-1711.

Summary of Request:

- Public Hearing Site Plan Review is required for new and redevelopment in the D-2 (Downtown Transitional) District.
- The proposed Site Plan for Multiple-Family Dwellings would provide 52 (1-, 2-, and 3-bedroom) apartment units, with rents structured to be "Affordable" based on Area Median Income (AMI).
- All Design Criteria for the D-2 District has been met.
- One Variance for reduced off-street parking requirements is required for successful implementation of this project.

On Wednesday, March 6, 2024, the Planning Commission held a public hearing, found the request met the standards and objectives for which the Code is designed, and voted 10-0 to recommend approval of the Site Plan to the City Council, with the Condition that a Variance to allow reduced off-street parking (resulting in Site Plan compliance with motor vehicle and bicycle parking requirements) is approved.

On Wednesday, March 20, 2024 the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 7-0 to approve the Variance for reduced parking, to allow 65 off-street motor vehicle spaces.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, February 20, 2024, and courtesy notices were mailed to 92 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved, the location may generate additional Property Tax Revenues. In addition, construction materials may generate additional sales tax. Increasing the number of affordable/workforce housing units within the City will allow more of our workforce to live locally, increasing sales tax as well.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) and ED-4.3 (ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), and Goal H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Ordinance Exhibit B](#)

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

[E&CD 1E Planning Commission Draft Minutes 2024-03-06](#)

[EC&D 1F Site Plan](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A SITE PLAN FOR MULTIPLE-FAMILY DWELLINGS IN THE D-2
(DOWNTOWN TRANSITIONAL) DISTRICT, FOR THE PROPERTIES KNOWN AS 408 E.
WASHINGTON STREET AND 401 E. JEFFERSON STREET**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Public Hearing Site Plan Review for Multiple-Family Dwellings for the properties known as 408 E. Washington Street and 401 E. Jefferson 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 request included a Site Plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”, which is attached hereto and made part hereof by this reference;” and

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Planning Commission, following said public hearing, made findings of fact that such Plan meets the standards and objectives for which the Code is designed, as set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Planning Commission voted to recommend that the City Council pass this Ordinance, with the Condition that a Variance to allow reduced off-street parking (resulting in Site Plan compliance with motor vehicle and bicycle parking requirements) is approved; and

WHEREAS, the Zoning Board of Appeals, after proper notice was given, conducted a public hearing on a Variance to allow reduced off-street parking on the Property, and following said public hearing, made findings of fact and approved a Variance allowing 65 motor vehicle parking spaces to fulfill the off-street parking requirement for the proposed Site Plan; and

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

**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 Site Plan for Multiple-Family Dwellings on the properties known as 408 E. Washington Street and 401 E. Jefferson Street, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

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

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

PASSED this 25th day of March 2024.

APPROVED this _____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A
Legal Description

ADDRESS: 401 E. JEFFERSON STREET

Tract 1: The West 28.74 feet of Lot 4 in Block 3 in Evan's Addition to the City of Bloomington; and

Tract 2: Lots 5 and 6 in Block 3 in Evan's First Addition to the City of Bloomington; and

Tract 3: The West 72 feet of Lots 7 and 8 in Block 3 in Evan's Addition to the City of Bloomington, in McLEAN COUNTY, ILLINOIS.

PIN: 21-04-407-007

ADDRESS(s): 408 E. WASHINGTON STREET (INCLUDES FORMER 404 E. WASHINGTON STREET)

Tract 1: Lot 8, EXCEPT the West 12 feet in Block 3 in Evans Addition to the City of Bloomington; and

Tract 2: The West 28.74 feet of Lot 9 in Block 3 in Evans Addition to the City of Bloomington; and

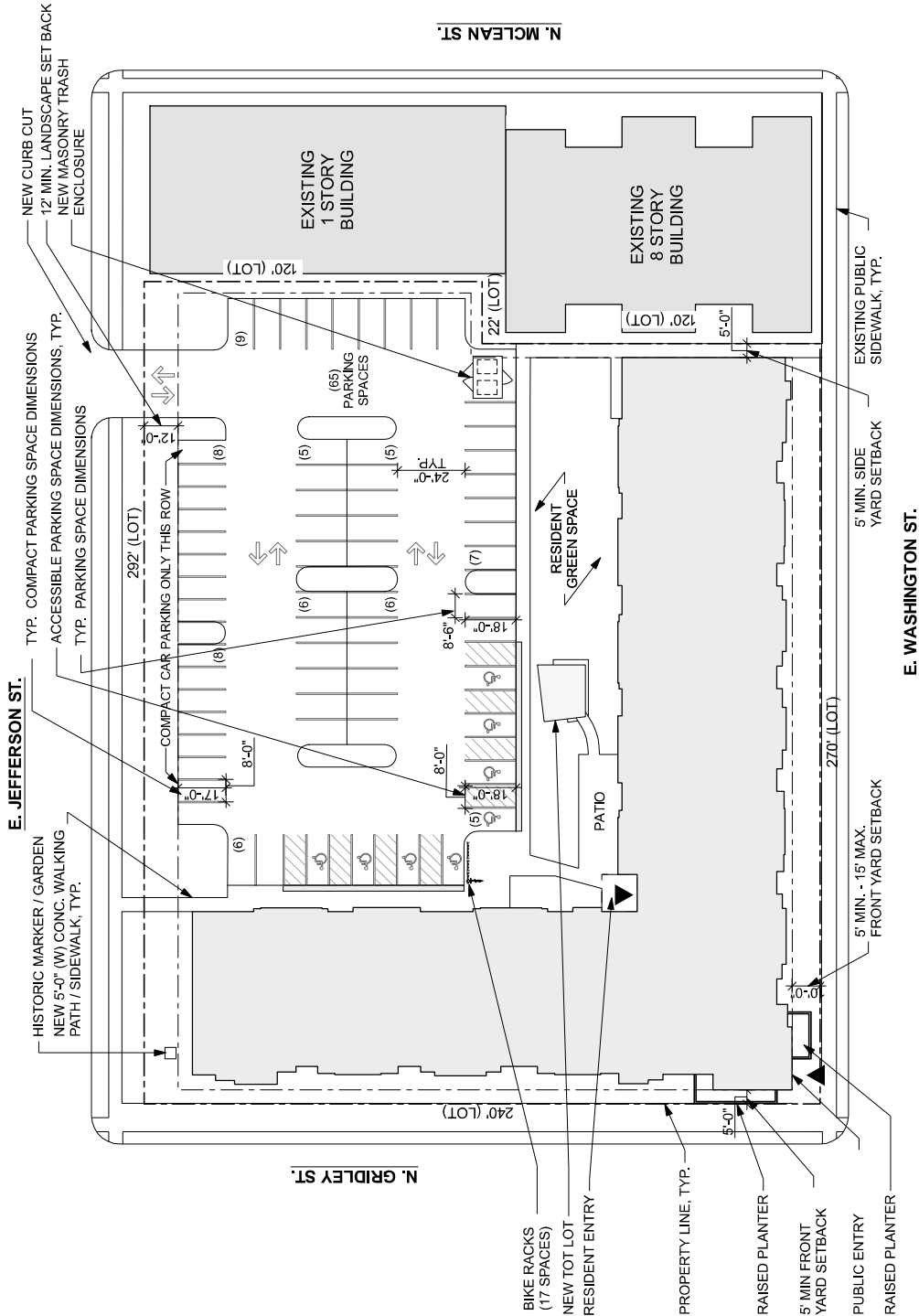
Tract 3: Lot 2, EXCEPT the East 8 feet thereof, Lot 3, Lot 4, EXCEPT the West 28.74 feet thereof, Lot 9, EXCEPT the West 28.74 feet thereof, Lot 10 and the West ½ of Lot 11, all in Block 3 in Evans' Addition to the City of Bloomington, in McLEAN COUNTY, ILLINOIS.

PIN: 21-04-407-009 (Former 21-04-407-008 and 21-04-407-003)

EXHIBIT B
Site Plan

WASHINGTON STREET APARTMENTS

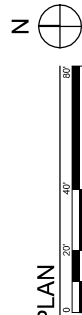
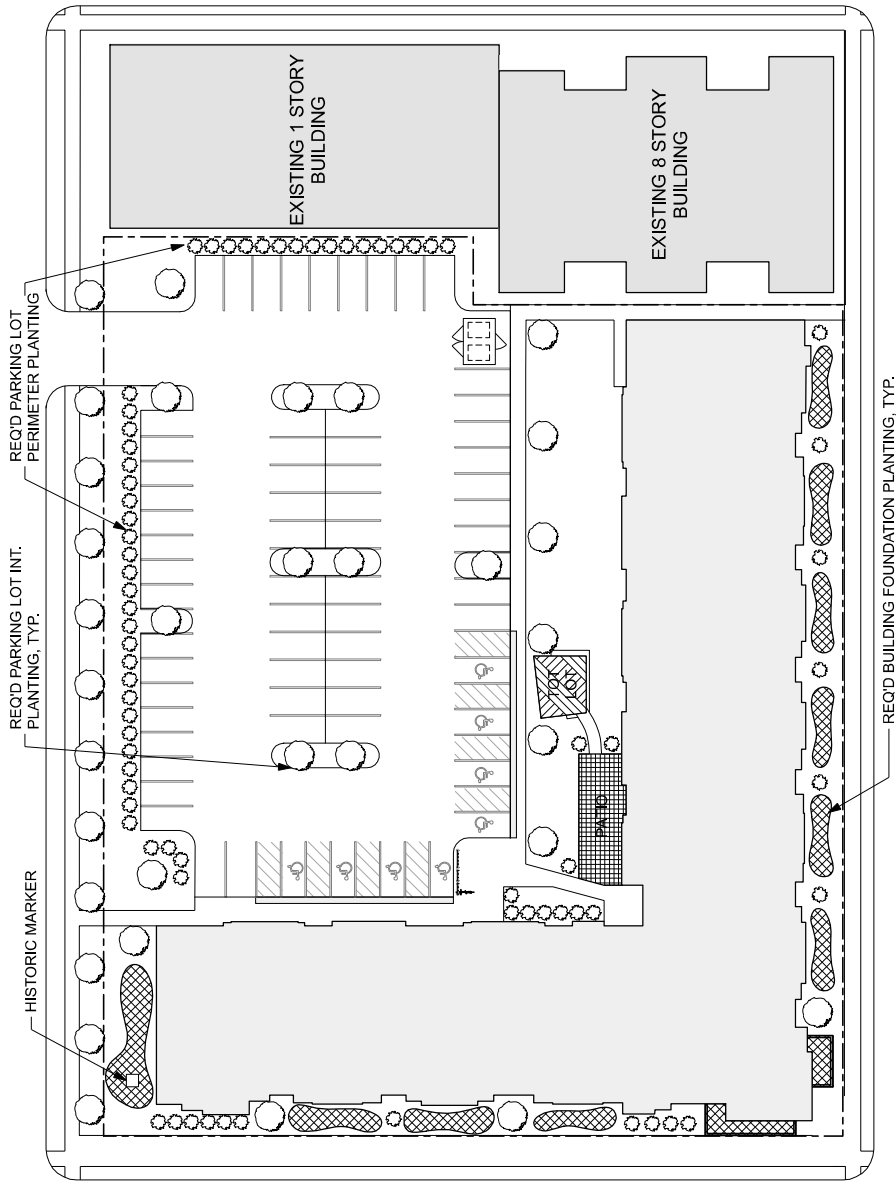
E. WASHINGTON ST. & N. GRIDLEY ST.
BLOOMINGTON, IL



PROJECT DATA	
SITE AREA: ACRES	67,440 S.F. (1.548)
PROPOSED GROSS AREA	
FLOOR	AREA
FIRST FLOOR	23,710 SF
SECOND FLOOR	23,710 SF
THIRD FLOOR	22,501 SF
TOTAL	69,921 SF
ROOF DECK	1,209 SF
DWELLING UNITS	
1 BEDROOM:	13
2 BEDROOM:	13
3 BEDROOM:	26
DWELLING UNIT-TOTAL:	52
UNITS PER ACRE:	33.6
PARKING SPACES:	65 (INCLUDES 8 ACCESSIBLE SPACES)
FAR:	0.96
LOT AREA COVERAGE:	35 %
IMPERVIOUS AREA:	75 %

A1.1

LANDSCAPE PLAN - KEY	
	PROPOSED NEW TREE
	PROPOSED NEW BUSH
	PROPOSED SHRUB & PERENNIAL BEDS
	PROPOSED PATIO
	PROPOSED TOT LOT



A LANDSCAPE PLAN
SCALE: 1" = 40'

DRAFT - NOT FOR CONSTRUCTION

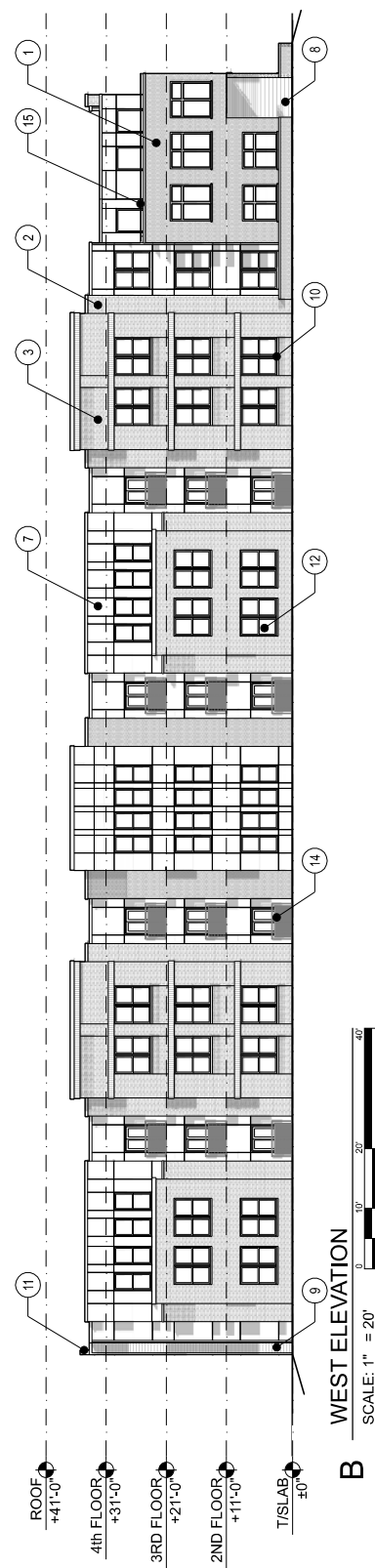
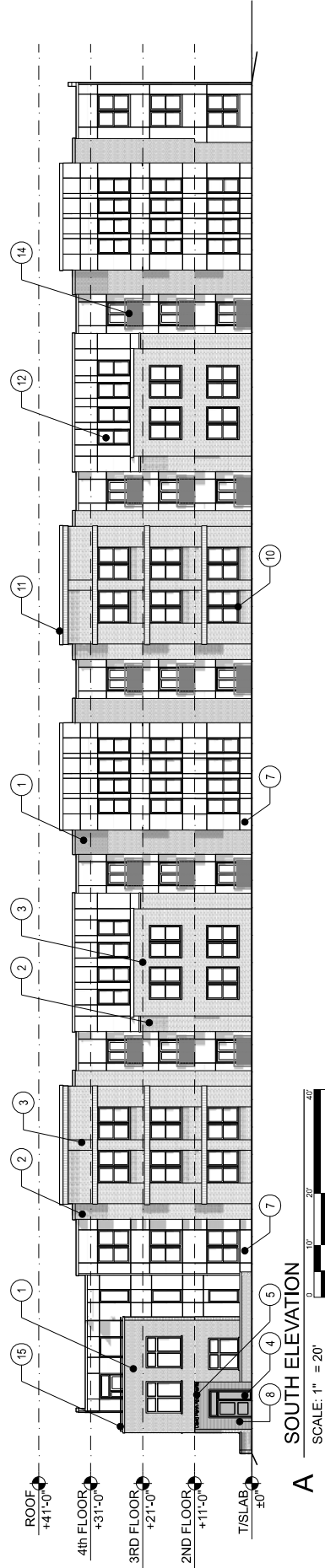
Laborers Home Development Corp.
1 North Old State Capitol Plaza Ste. 525
Springfield, IL 62701

Washington Street Apartments

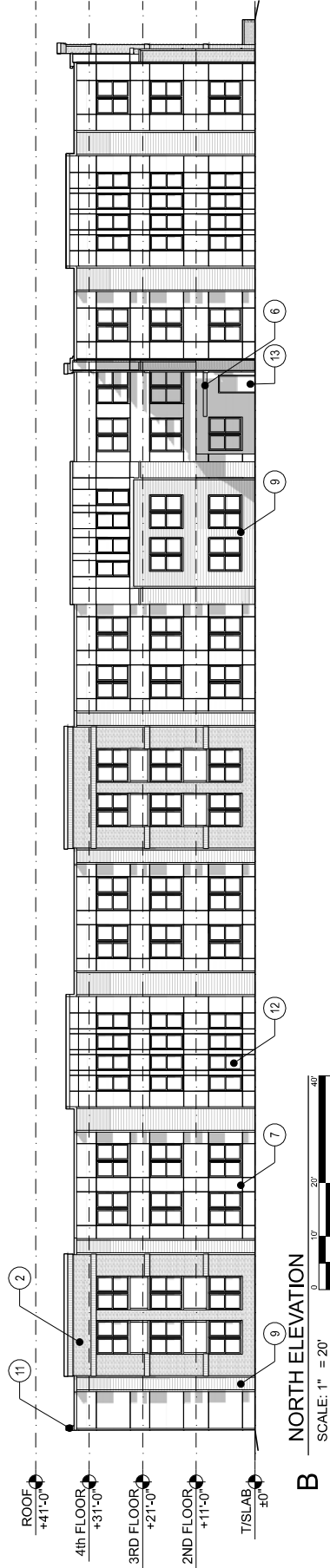
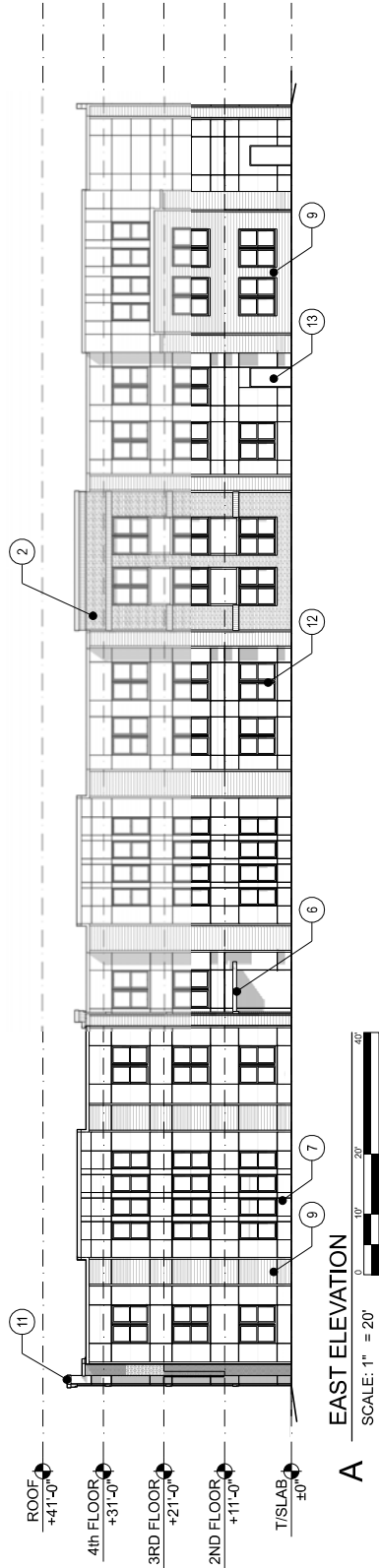
Washington St. and Gridley St.
Bloomington, IL
1/31/24

A1.2

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WJW Architects
400 E. Main St., Suite 200
Springfield, IL 62701



ELEVATION MATERIAL KEY	
1 - FACE BRICK #1 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D	7 - FIBER CEMENT PANEL SIDING WITH COLOR MATCHED REVEAL TRIM, JAMES HARDIE "HARDIEPANEL"
2 - FACE BRICK #2 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D	8 - HIGH PRESSURE LAMINATE PANELS - MATERIAL EXTERIOR GRADE PANELS, WOOD GRAIN
3 - FACE BRICK #3 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D	9 - FIBER CEMENT LAP SIDING, JAMES HARDIE "HARDIEPLANK"
4 - NEW DOOR WITH SIDELIGHTS	10 - CAST STONE 4" HIGH WINDOW SILL, COLOR BY ARCH.
5 - NEW EXTERIOR LED LIGHTING & SIGNAGE	11 - PRE-FINISHED ALUM. PARAPET COPING
6 - NEW ENTRY CANOPY	12 - NEW WINDOW UNIT WITH ALUMINUM WINDOW FRAME
	13 - NEW DOOR
	14 - PAINTED STEEL "JULIET" BALCONY GUARDRAIL
	15 - PAINTED STEEL ROOF DECK GUARDRAIL



ELEVATION MATERIAL KEY	
1 - FACE BRICK #1 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D - MANUF., COLOR & TEXTURE BY ARCHITECT	7 - FIBER CEMENT PANEL SIDING WITH COLOR MATCHED REVEAL TRIM, JAMES HARDIE "HARDIEPANEL" - ALLOWANCE FOR (2) COLORS
2 - FACE BRICK #2 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D - MANUF., COLOR & TEXTURE BY ARCHITECT	8 - HIGH PRESSURE LAMINATE PANELS - MATERIAL EXTERIOR GRADE PANELS, WOOD GRAIN - COLOR BY ARCH. FROM MANUF. FULL RANGE
3 - FACE BRICK #3 - MODULAR 7 5/8"L x 2 1/4"H x 3 5/8"D - MANUF., COLOR & TEXTURE BY ARCHITECT	9 - FIBER CEMENT LAP SIDING, JAMES HARDIE "HARDIEPLANK"
4 - NEW DOOR WITH SIDELIGHTS	10 - CAST STONE 4" HIGH WINDOW SILL, COLOR BY ARCH.
5 - NEW EXTERIOR LED LIGHTING & SIGNAGE	11 - PRE-FINISHED ALUM. PARAPET COPING
6 - NEW ENTRY CANOPY	
	12 - NEW WINDOW UNIT WITH ALUMINUM WINDOW FRAME - COLOR BY ARCH.
	13 - NEW DOOR
	14 - PAINTED STEEL "JULIET" BALCONY GUARDRAIL
	15 - PAINTED STEEL ROOF DECK GUARDRAIL

DRAFT - NOT FOR CONSTRUCTION

Laborers Home Development Corp.
1 North Old State Capital Plaza Ste. 525
Springfield, IL 62701

Washington Street Apartments

Washington St. and Gridley St.
Bloomington, IL
1/31/24

A4.2

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SOUTHWEST PERSPECTIVE

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 1 North Old State Capitol Plaza Ste. 525
 Springfield, IL 62701

Washington Street Apartments

Washington St. and Gridley St.
 Bloomington, IL
 1/31/24

A4.3

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 Bloomington, IL 61701
 317.325.1234 | www.wjwarchitects.com

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 6, 2024

CASE NO: PR-01-24, Public Hearing Site Plan Review

REQUEST: Public hearing, review, and action on a petition submitted by Laborers' Home Development Corporation, requesting approval of a Public Hearing Site Plan to allow Multiple-Family Dwellings in the D-2 (Downtown Transitional) District for the properties located at 408 E. Washington Street and 401 E. Jefferson Street, in Bloomington, PINs: 21-04-407-009 and 21-04-407-007.

BACKGROUND

Request:

The Applicant is requesting a Public Hearing Site Plan Review to develop a Multiple-Family Dwellings use on the subject properties. A Variance (V-01-24) to allow for reduced required parking in conjunction with the current request is scheduled to be reviewed by the Zoning Board of Appeals on March 20, 2024.

The Applicant proposes a construction plan to develop a 51-unit, three-story, 69,921 square foot multiple-family residential facility with associated vehicle parking and various amenities at the site. Public Hearing Site Plan Review is required in the D-2 (Downtown Transitional) District.

Property Characteristics:

The subject property consists of two parcels, totaling roughly 1.55 ± acres (67,440 ± square feet) of land, located between E. Washington Street and E. Jefferson Street, on the east side of N. Gridley Street. A Place of Worship operates on one parcel and the other is vacant (formerly utilized as a Hotel). Demolition of the existing structure at 401 E. Jefferson Street was approved by the Historic Preservation Commission in July, 2023 (BHP-38-23). The parcels are or were currently accessible by vehicles at various curb cuts along the surrounding streets. The surrounding properties are all located within the D-2 (Downtown Transitional) District zoning. The surrounding land uses consist of a mix of parking areas, Office uses, Multiple-Family Dwellings, and a Place of Worship auxiliary service building.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, February 20, 2024. Courtesy notices were mailed to 92 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	D-2 (Downtown Transitional)	Parking Lot
South	D-2 (Downtown Transitional)	Parking Lot / Place of Worship
East	D-2 (Downtown Transitional)	Multiple-Family Dwellings
West	D-2 (Downtown Transitional)	Offices / Multiple-Family Dwellings

ANALYSIS

Description of Current Zoning District

The D-2 (Downtown Transitional) District is intended to complement and support the uses located in the D-1 Central Business District. Office, service and civic uses, as well as residential apartments and multiple-family dwelling units, are appropriate in this district. Due to its transitional location between the central business district and outlying residential areas, the D-2 District permits development at a lower intensity and density than the downtown core. Pedestrian circulation is prioritized. To this end, buildings should be located close to the sidewalk with on-site parking located to the rear of the parcel and accessed from secondary roadways or alleys, though modest setbacks for courtyards, gardens and other similar amenities may be provided.

Subject Code Requirements

§ 44-503A. Site dimensions table. All development in Business Districts must comply with the requirements in Tables 503A and 503B and Diagram 503A unless otherwise expressly stated. These items have been met. The site does not adjoin any residential district.

Table 503B: Bulk and Site Standards D-1, D-2, D-3 Districts									
District	Lot Characteristics		Site Design				Development Intensity		
	Minimum Lot Width (W)	Minimum Lot Area (square feet)	Front Yard (F)	Max.	Side Yard (S)	Rear Yard (R)	Floor Area Ratio (FAR)	Maximum Building Height	
			Min.		Min.	Min.		Feet	Stories
D-1	25 feet	—	—	5 feet	—	—	12.0		
D-2									
In General	40 feet	—	5 feet	15 feet	5 feet	5 feet		65 feet	6
Adjoining Res. District	40 feet	—	15 feet	25 feet	Min. 6 feet; or 1/3 of building height for buildings > 3 stories	Min. 12 feet; or 1/3 of building height for buildings > 3 stories		55 feet	4

Compliance with the Comprehensive Plan

The subject properties are identified as “Mixed Use” in the Future Land Use Map. The Land Use Priorities map does not specifically identify the sites, although vacant and under-utilized land available for infill development is generally considered “Tier 1”. Approval of the Site Plan aligns 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 a total of 66 overall parking spaces at the site, including eight accessible spaces. Section 44-1208 of the Code requires 99 spaces for the proposed multiple-family dwellings use (1.5 spaces per efficiency or one-bedroom dwelling unit; 2 spaces per 2 or more-bedroom dwelling units). The Applicant was able to reduce the required parking by several spaces per § 44-1209 by providing pedestrian access, proximity to a public transit route, and bicycle spaces, but the overall requirement was still unable to be met, therefore the Applicant will seek a Variance for the under-provided parking. Public street parking is located along portions of E. Washington Street, E. Jefferson Street, and N. Gridley Avenue.

Mobility and Circulation

Pedestrian circulation has been addressed within the scope of the project area by the Applicant by providing direct pedestrian access along the public sidewalks on all three street frontages as well as from the parking area located behind the proposed building. Internal vehicle circulation should be adequate, and all parking spaces and aisles meet standard requirements. The project area should also benefit from the reduction of several existing vehicle curb cuts surrounding the site, as the proposed site will have only one curb cut. As previously stated, bicycle parking has been provided.

Building Characteristics in the D-2 District

Section 44-505-B provides for various design-based items to be addressed, including these applicable items, which have all been addressed:

- The primary ground-floor entrance shall face a public street.
- For residential buildings: clear, non-reflective windows shall comprise at least 20% of the front facade between three and nine feet above the sidewalk.
- A building facade shall occupy at least 60% of the front setback line.
- Loading docks, overhead doors and other service entry areas are prohibited on street-facing building facades.
- Exterior storage and refuse facilities shall not adjoin a public street or sidewalk. Such facilities shall be fully screened on all sides by an opaque enclosure.

Landscaping & Screening

Landscaping and screening shown, including perimeter parking lot landscaping, complies with § 44-1307. Also, the proposed trash enclosure is shown to be appropriately screened in accordance with section § 44-1308-E.

Other Items

The Applicant will be required to meet all Public Works and Engineering requirements, including stormwater detention. The proposed vehicular curb cut will also need to be approved by the Department of Engineering and Operations Services (DOES). Engineering staff reviewed the site plan and expressed no concern for compliance.

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 required design criteria and features a lower density and height than the adjacent multiple-family residential building to the east. A portion of the site has been vacant for several years and formerly existed as a Hotel use.

- 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 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 improved streets connected to the existing street system. The proposed curb cut along E. Jefferson Street will need to meet Public Works requirements. Several existing curb cuts will be removed as part of the project.

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 the same zoning designation. Establishing a multiple-family dwellings use at the site would be complementary to the existing surrounding uses.

STAFF RECOMMENDATION

Staff finds that the application generally *meets* the standards for site plan review and *recommends its approval*. Staff recommends that the Commission take the following actions:

Motion to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan, subject to approval of the Variance for less than the Code-required parking, for the property located at 408 E. Washington Street & 401 E. Jefferson Street.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground Level View
4. Applicant Submittals, including Architectural Rendering, Site Plan, & Landscape Plan
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Map



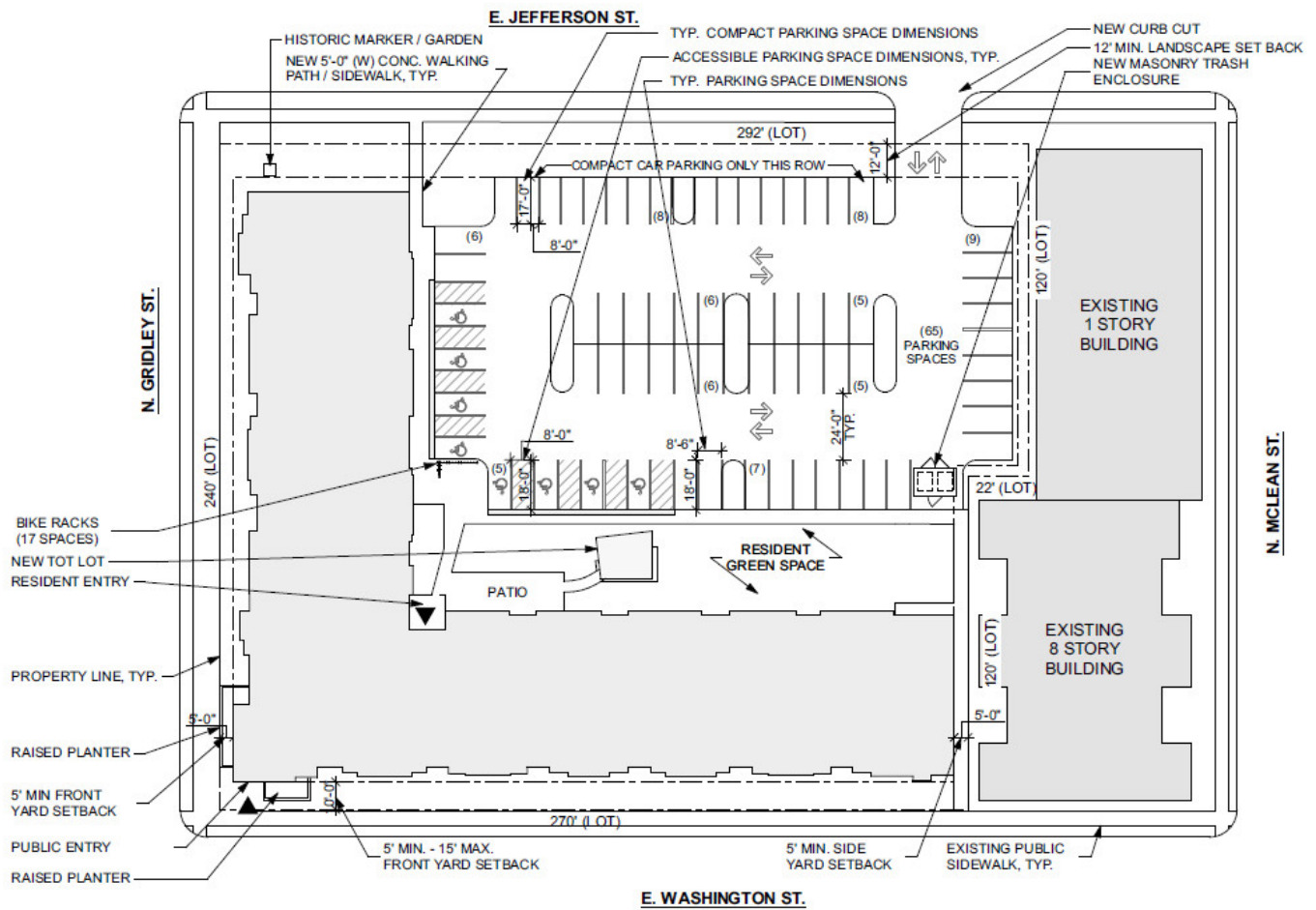
Attachment 3 - Ground Level View



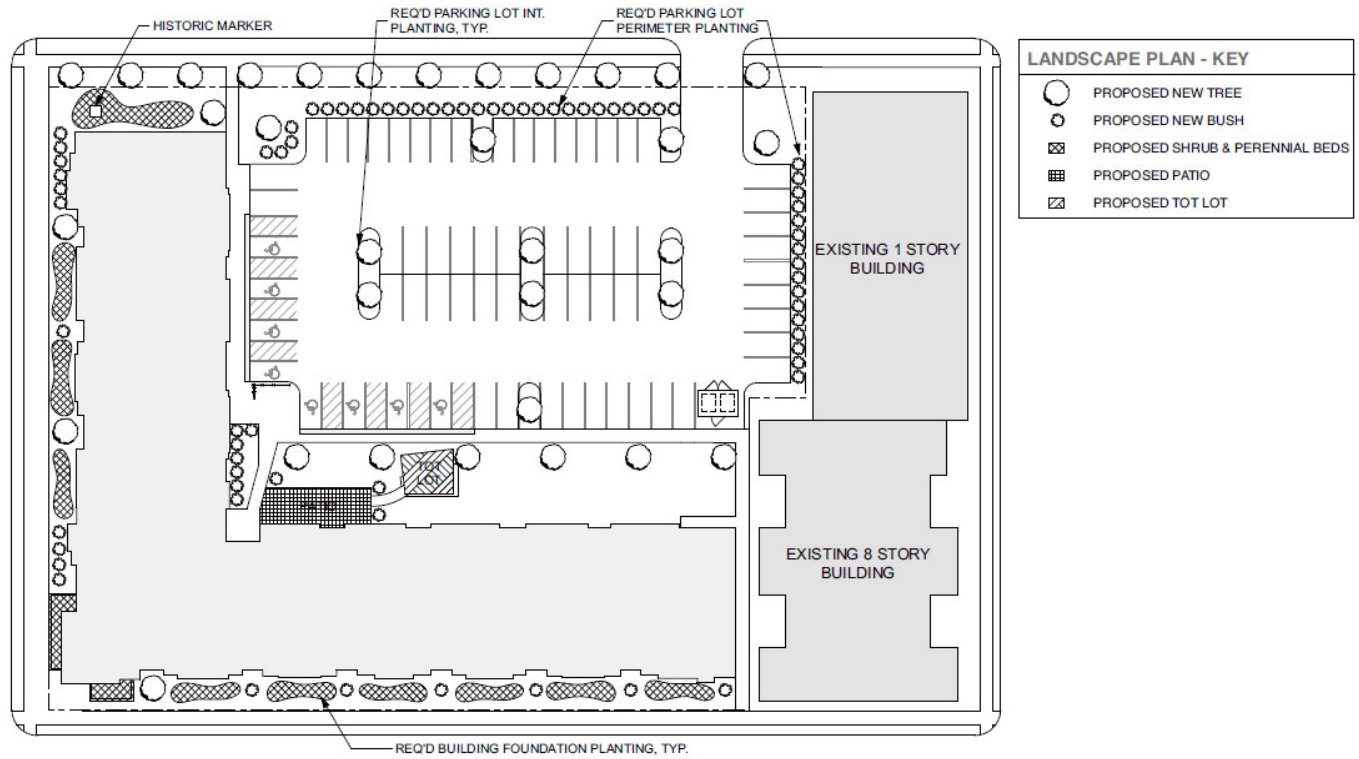
Attachment 4 - Applicant Submittal - Architectural Rendering



Attachment 4 - Applicant Submittal - Site Plan



Attachment 4 - Applicant Submittal - Landscape Plan



Attachment 5 - Neighborhood Notice Map



Regular Agenda

The following item was presented:

Item 5.A. Public hearing, review, and action on a request submitted by Laborers' Home Development Corporation, for approval of a Public Hearing Site Plan to allow Multiple-Family Dwellings in the D-2 (Downtown Transitional) District for the properties located at 408 E. Washington Street and 401 E. Jefferson Street, in Bloomington, PINs: 21-04-407-009 and 21-04-407-007.

Ms. Pemberton presented the Staff report with recommendation for approval, with the condition that the parking Variance is approved and the site therefor in compliance with the Zoning Code. She noted that the development is on two separate properties that will need to be combined prior to construction; 408 E. Washington Street and 401 E. Jefferson Street. She stated the proposed development will be 52 units, consisting of 1-, 2-, and 3-bedroom apartments and the proposal meets all the Design Criteria of the zoning district. She noted that the project is pursuing a Variance to the required parking to allow for 65 off-street parking spaces which means the proposed 17 bike parking spaces would be in compliance with the 25% motor vehicle requirement. She noted that an existing approval for the demolition of the Place of Worship on the property at 401 E. Jefferson Street exists, with conditions that will need to be met.

Vice Chair Beyer stated that a 33% reduction in parking is significant. She expressed concern for overflow parking and asked about the possibility of permit parking on-street for residents. Ms. Pemberton explained that, while the initial number of off-street parking spaces required for the proposed development is 99, after credits and reductions they only need to provide 75, so the Variance is only really for a reduction of 10 spaces. Additionally, she noted that parking will be reviewed and discussed in detail by the Zoning Board of Appeals.

Commissioner Galpalli asked for clarification on how many units and how the trash will be handled. Ms. Pemberton stated there will be a dumpster located on-site. She added that there is space to construct a second dumpster, if needed.

Vice Chair Beyer asked about lighting for the site. Ms. Pemberton noted they will need to comply with the performance standards in the Zoning Code.

Commission Chair Boyd opened the public hearing.

Tim Ryan (200 Labor Drive, Jacksonville, IL), Applicant, gave a brief description of Laborer's Home Development and the project. He noted the developer plans to be a long-term presence in the community and tries to hire locally, when possible. He noted the apartments will be affordable and will be based on the Area Median Income. The precise rental price points have yet to be determined.

Vice Chair Beyer asked for an explanation of the number of apartments and rooms.

Heidi Wang (401 W Superior Street #400, Chicago, IL), Architect for the Applicant, stated 50% will be 3-bedrooms, 25% will be 2-bedrooms, and 25% will be 1-bedrooms.

She noted this is a preliminary site plan to ensure zoning compliance. She further explained the parking reductions and credits. Additionally, Ms. Wang stated that there will be minimal Staff on-site.

Vice Chair Beyer stated support for the development.

Mr. Ryan added to Ms. Wang's statement that there will rarely be more than two Staff members during the day, but he will be on-call to help with any issues.

Noah Tang (504 E Olive Street), Resident, expressed support for the project. He noted Bloomington's housing shortage, proximity to public transit, and the underutilized public parking lots. He encouraged the Commission to think about people outside of cars and this is a step in the right direction.

Commission Chair Boyd closed the public hearing.

Commission Chair Boyd noted that he supports developing space for people instead of cars. Additionally, he stated this project is a great infill development.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Cullen, to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed and to recommend approval of the Site Plan for the property located at 408 E. Washington Street and 401 E. Jefferson Street to City Council, with the Condition that a Variance to allow reduced off-street parking (resulting in Site Plan compliance with motor vehicle and bicycle parking requirements) is approved, prior to Council approval of the item.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

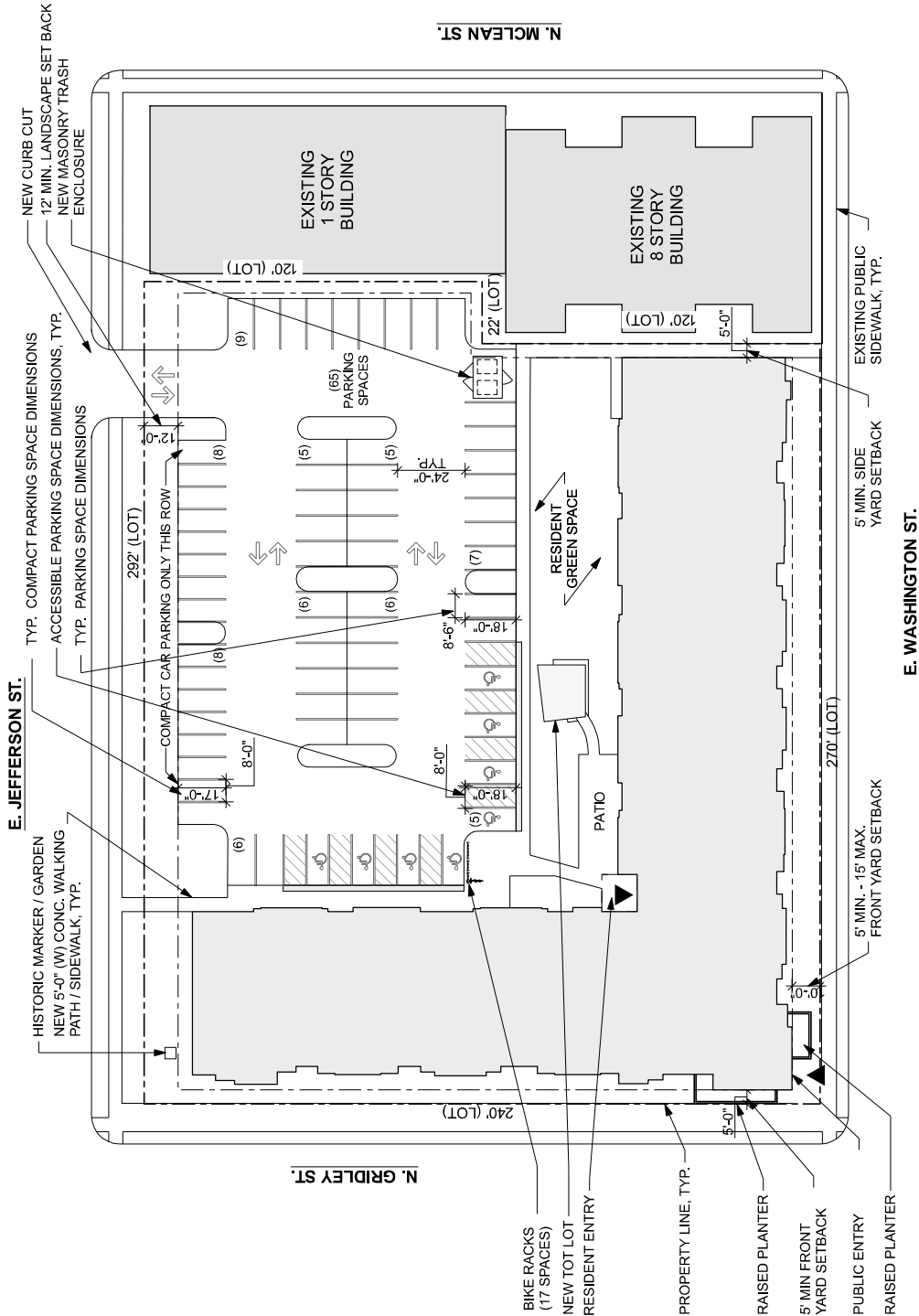
The following item was presented:

Item 5.B. Public hearing, review, and action on a request initiated by City of Bloomington, for approval of text amendments, modifications, and deletions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to 1) accessory uses, (2) accessory structures, (3) fencing requirements, (4) parking requirements, (5) administrative procedures, and (6) minor definition and figure clarifications.

Ms. Pemberton provided the Staff report with recommendation for approval of the proposed Text Amendments. She noted the main areas being addressed through the proposed Text Amendments include accessory uses, parking, and fencing. For accessory uses, she noted that Staff removed the requirement of a Special Use Permit for chicken-keeping and added language to add clarity to screening requirements, removed some accessory uses from the primary use table, and added a permitting process for chicken-

WASHINGTON STREET APARTMENTS

E. WASHINGTON ST. & N. GRIDLEY ST.
BLOOMINGTON, IL



PROJECT DATA	
SITE AREA: ACRES	67,440 S.F. (1.548)
PROPOSED GROSS AREA GROSS BUILDING AREA:	
FIRST FLOOR	23,710 SF
SECOND FLOOR	23,710 SF
THIRD FLOOR	22,501 SF
TOTAL	69,921 SF
ROOF DECK	1,209 SF
DWELLING UNITS	
1 BEDROOM:	13
2 BEDROOM:	13
3 BEDROOM:	26
DWELLING UNIT-TOTAL:	52
UNITS PER ACRE:	33.6
PARKING SPACES:	65 (INCLUDES 8 ACCESSIBLE SPACES)
FAR:	0.96
LOT AREA COVERAGE:	35 %
IMPERVIOUS AREA:	75 %

A1.1



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington (Chapter 44) Relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications, and adding to the Schedule of Fees (Chapter 1), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

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

BACKGROUND: The Applicant, City of Bloomington, requests approval of text amendments to update the Zoning Code, based on casework since the adoption of the current Code in March 2019, national standards, and local input and evidence. Two fees will also be added to the City's Schedule of Fees to support the changes to the Administrative Procedures article for accessory use permitting.

Summary of Request:

- Clean up duplication of Accessory Uses in Use Tables, Parking Tables, etc.
- Remove Special Use Permit requirement for chicken-keeping and convert to permit and registration process.
- Add Administrative Procedures creating permitting and renewal registration for Accessory Uses.
- Update fencing provisions to allow for increased height in the secondary required front yard of residential corner lots.
- Update various off-street parking requirements to streamline and add flexibility within Code.
- Minor terminology and figure changes.

We know that there is a public conversation about eliminating all parking minimums and it is something that we are actively investigating. The parking-related items can be seen as progressions towards the relaxation of minimums and would not have to be undone if it is ultimately decided to completely eliminate minimums. We would expect to have a council

discussion on this topic soon.

On March 6, 2024, the Planning Commission held a public hearing and found that the amendments are in the public interest and voted 10-0-0 to recommend approval of the proposed text amendments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Notice of the hearing was published in *The Pantagraph* on Tuesday, February 20, 2024.

FINANCIAL IMPACT: Clarification and streamlining of processes within the Zoning Code will reduce barriers to development in the City, improve resident communication and understanding, and reduce the staff time spent duplicating work.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods); Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington); Goal ED-1 (Ensure a broad range of employment opportunities for all residents); Goal ED-4 (Enhance the image of Bloomington as a business friendly community); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Goal HL-5 (Provide access to healthy foods and promote food security to build community); Goal CWB-2 (Create a lifelong community that meets the needs of residents of all ages and abilities)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

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

[E&CD 1D Planning Commission DRAFT Minutes 2024-03-06](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON (CHAPTER 44) RELATING TO ACCESSORY USES, FENCING REQUIREMENTS, PARKING REQUIREMENTS, AND DEFINITION AND FIGURE CLARIFICATIONS, AND ADDING TO THE SCHEDULE OF FEES (CHAPTER 1)

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

WHEREAS, pursuant to § 44-1706B, staff of the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted public hearings on said request to amend the text of the Bloomington City Code Chapter 44, relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications, as set forth in Exhibit “A”; and

WHEREAS, following said public hearings, the Bloomington Planning Commission made findings of fact that the proposed text amendments are in the public interest, and recommended that the City Council pass this Ordinance; and

WHEREAS, appropriate implementation of the proposed text amendments to § 44-17 requires the addition of new fees to the City’s Schedule of Fees in § 1-125; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said text amendments.

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 Bloomington Planning Commission and the request to amend Chapter 44 to incorporate the language relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications, set forth in Exhibit “A,” is hereby approved and said Chapter is amended accordingly.

Section 3. The request to amend Chapter 1 to incorporate two additional line items into the Schedule of Fees, set forth in Exhibit “B,” is hereby approved and said Chapter is amended accordingly.

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 from 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 ten (10) days after its approval and publication as required by law.

PASSED this 25th day of March 2024.

APPROVED this ____ day of March 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

Amendments to the Zoning Code of the City of Bloomington, Illinois [Chapter 44]

Additions are indicated by underlining; deletions are indicated by ~~strikeout~~.

§ 44-402B. Allowed Uses Table

Table 402A: Residential Districts - Permitted and Special Uses										
Agricultural	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
Apiary/Bee Keeping	P	P	P	P	P	P	P	P	P	§ 44-1005
Chicken Keeping	S	S	S	S	S	S	S	S	S	§ 44-1011
Urban Agriculture						S	S		S	
Urban Garden			P	P	P	P	P	P	P	

§ 44-702B. Allowed Uses Table

Table 702A: Public Interest Districts - Permitted and Special Uses				
Agricultural	P-1	P-2	P-3	Reference
Agricultural		P	S	
Apiary/Bee Keeping	S	S	S	§ 44-1005
Chicken Keeping	S	S		§ 44-1011
Forestry		P	P	
...				

§ 44-1011. [Ch. 44, 10-11] Chicken-keeping.

- 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 ~~with special use permit~~ as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended.
- B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens ~~with special use permit~~ plus one additional chicken per half acre in excess of one acre may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended.
- C. Neither the keeping of roosters nor the keeping of chickens for slaughter shall be permitted.
- D. Chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. This does not include a standard privacy fence which encloses the yard area along the property line.
- E. Enclosures are not permitted in any front or side yard and shall be set back a minimum distance of 10 feet from all property lines.

- F. All feed and other items associated with the keeping of chickens that are likely to attract or to become affected by pests shall be protected and stored.
- G. All chicken-keeping uses shall be permitted in accordance with the General Permitting Requirements, as found in Section 17-16.

...

§ 44-1716 [Ch. 44, 17-16] General Permitting Requirements for certain Accessory Uses.

A. Purpose

- (1) Any Owner of a property with the intent to establish an accessory use which requires permitting, including but not limited to chicken-keeping, must apply for and receive an Accessory Use Permit, and thereafter register annually.

B. Application requirements.

- (1) An application for an Accessory Use Permit shall be submitted on the form provided by the Economic and Community Development Department.
- (2) Applications shall conform to the requirements of § 44-1703. The information requested on the application is deemed to be a minimum, and the Applicant may be required to supply additional information on their request.
- (3) All applications shall be accompanied by the associated filing fee as set forth in Chapter 1, § 1-125, "Schedule of Fees" and shall be filed with the Economic and Community Development Department.
- (4) In addition, the application shall provide the following information on one or more sheets:
 - (a) The common description (street address), legal description, and tax parcel identification number (PIN) of the premises on which the accessory use would be situated.
 - (b) The names and physical addresses of all owners of the property (no post office box addresses will be acceptable in lieu of physical address.)
 - (c) Description of proposed structures and/or equipment to be utilized and scope of work to be completed on site.
 - (d) A sketch plan of the property with dimensions indicating property boundaries, elevations, distances of the accessory use from all property lines, and setback and dimensions of any structures associated with the accessory use.
 - (e) A photo or illustrated example of any equipment or structures proposed to support the accessory use.
 - (f) A signed statement from the Applicant(s) acknowledging the requirements of this Section.
- (5) Statements made on the application shall be accepted as prima facie true and correct in any administrative or court proceeding.

- (6) Incomplete Application. Any application lacking the information required by this section will not be considered complete and will not be accepted for purposes of establishing the accessory use.
- C. Application Processing. The City shall approve or deny an application for an Accessory Use Permit within 30 days of receiving a complete application as provided below:
- (1) The City shall notify the Applicant of an incomplete application within 15 days of submission. Such notification shall include a specific list of materials missing from the application and shall provide the basis in Code, or other applicable law, for requiring submission of such material. Transmission of this notification shall toll (pause) the 30-day review period until supplemental materials are received by the City.
 - (2) Upon receipt of supplemental materials, the City shall review such materials and, if the application remains incomplete, provide written notification to the Applicant within 10 days.
 - (3) The City shall notify the Applicant, in writing, of any decision to approve or deny an Accessory Use Permit. Any decision to deny shall describe the reasons for such denial, which shall be consistent with the Bloomington City Code.
 - (4) Resulting decisions may be appealed pursuant to the provisions of § 44-1712.
- D. Annual Registration. Before January 1 of each calendar year, all existing Accessory Use Permits shall require registration to remain valid.
- (1) Registration may require additional information, based on changes to Code related to the permitted use or site conditions of the permitted use, from the initial application.
 - (2) Registrations while continuing the accessory use, and still in compliance with the registered site plan, shall be assessed a registration fee as set forth in the Schedule of Fees (§ 1-125).
- E. Transfer of ownership. Accessory Use Permits are not transferable. All accessory uses must be re-permitted with a change of property ownership. New owners who fail to acquire a permit as required by this section shall, after a thirty-day grace period, be considered to have failed to obtain an appropriate permit and, upon conviction thereof, be subject to a fine of not less than \$50.00, nor more than \$500.00, for each day the active accessory use remains unpermitted.
- F. Non-Compliance. If the Director of Economic & Community Development or designee, determines that an accessory use is not permitted, the Director or designee shall provide notice, sent by first class mail, to the Owner of the property requesting the Owner complete an Accessory Use Permit application. Such notice shall state the reasons for the determination. The Owner shall, within ten days of notification, apply for such permit from the Department of Economic & Community Development. Notification shall have been deemed to have been received within four days of the mailing of the subject notice.
- G. Inspections, complaints, and penalties shall be enforced pursuant to § 44-1715.
- H. Discontinuation. Permits for accessory uses that are not registered by February 1 shall be deemed to be terminated. An Applicant may reapply for an Accessory Use Permit pursuant to the provisions in this section.

§ 44-910 Fence Regulations.

B. Fence materials.

(1) Residential fences shall not be constructed of wire mesh, barbed wire, electrically charged fence, or topped with sharp-edged material. In residential districts, chain ~~link~~ link fence may be allowed in the rear yard when not visible from the street.

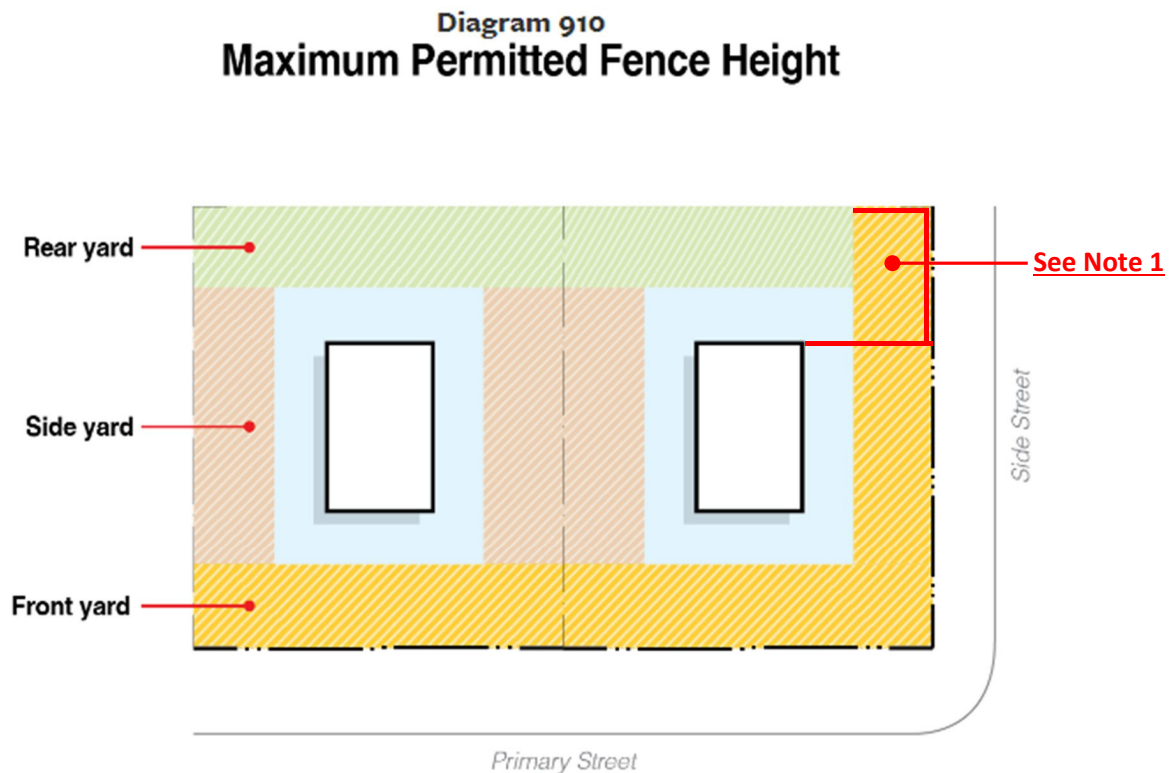
...

C. Maximum Fence Height in Required Yards

Table 910: Maximum Permitted Fence Height				
Districts	<u>Required Front Yard</u>	<u>Required Side Yard</u>	<u>Required Rear Yard</u>	<u>Any Location No Fence Taller Than</u>
Agricultural Districts	8 feet	8 feet	8 feet	<u>8 feet</u>
Residential Districts	4 feet ¹	6 feet	6 feet	<u>6 feet</u>
Business Districts	4 feet	8 feet	8 feet	<u>8 feet</u>
Manufacturing Districts	-	-	-	-
Public Interest Districts	4 feet	8 feet	8 feet	<u>8 feet</u>

Notes:

1. On Residential District corner lots, fences are allowed to extend up to six feet in height in the Front Yard area immediately adjacent to the nearest rear corner of the principal structure closest to the street. Fences over four feet in height must maintain a minimum setback of three feet from the Front Yard property line and may not impact Sight Distance Requirements per Section 44, 9-9.



§ 44-1204 [Ch. 44, 12-4] Shared parking facilities.

A. Shared parking.

- (1) Purpose. Shared parking is encouraged as a means of conserving land resources, reducing stormwater runoff, reducing the heat island effect caused by large paved areas and improving community appearance.
- (2) Authorization. Shared parking facilities for off-street parking of two or more buildings or uses may be approved by the Economic and Community Development Director subject to compliance with this section.
- (3) Location.
 - (a) Shared parking facilities for residential uses shall be located within ~~300~~ 1,000 linear feet of the ~~primary entrance of the main building property~~.
 - (b) Shared parking facilities for all other uses shall be located within ~~500~~ 1,000 linear feet of the ~~primary entrance of the main building property~~.
 - (c) A shared parking facility shall only be authorized in a Residential District if it serves one or more residential uses exclusively.
- (4) General requirements.

...

- (7) Agreement. The applicant(s) shall provide a copy of the executed shared parking lease or agreement prior to the City's authorization of a shared parking facility.
 - (a) Shared parking leases or agreements shall have a term of not less than five years, including any renewals at the option of the lessee.
 - (b) Authorization of the shared parking facility will continue in effect only as long as the agreement, binding on all parties, remains in force. Should the agreement cease to be in force, parking must be provided as otherwise required by this section.

~~B. On-street and public parking.~~

- ~~(1) In a Business or Public Interest District, the use of adjacent on-street parking or publicly-owned parking facilities to meet a portion of the minimum off-street parking requirements shall be permitted, provided the following conditions are met:~~
 - ~~(a) On-street spaces are located adjacent to the property or public parking facilities (i.e., public lots or parking structures) are located within 500 linear feet of the primary entrance of the main building;~~
 - ~~(b) No more than 50% of the off-street parking requirement provided through on-street spaces, public lots, or parking structures;~~
 - ~~(c) The intensity of the use and its parking requirements will not have a substantial adverse impact to surrounding uses; and~~
 - ~~(d) There is no negative impact to existing or planned traffic circulation.~~

~~(2) A parking demand study may be required to demonstrate that adequate available spaces exist on street or in a public parking facilities.~~

§ 44-1205 [Ch. 44, 12-5] Location and yard requirements.

- A. Parking spaces required for all nonresidential and multifamily uses shall be located on the same lot, ~~or an adjoining lot, or a lot under common ownership with the primary use lot located within 1,200 feet of the property. provided however, that W~~where 10 or more parking spaces are required, such parking spaces may also be provided in a shared parking facility subject to requirements of § 44-1204.

§ 44-1206 [Ch. 44, 12-6] Parking design standards.

...

H. Dimensional standards.

- (1) Off-street parking spaces shall be designed in accordance with Table 1206I: Dimensional Standards for Parking Spaces and Aisles.
- (2) All parking spaces shall have a minimum vertical clearance of seven feet.
- (3) Compact spaces. Up to 30% of all provided parking spaces may be compact vehicle parking spaces. Dimensions for compact spaces are shown in Table 1206I.
- (4) All parking spaces and aisles shall comply with the following minimum requirements.

Table 1206I: Dimensional Standards for Parking Spaces and Aisles

	0°		45°		60°		90°	
	(Parallel)		Typical	Compact	Typical	Compact	Typical	Compact
	Typical	Compact						
A - Width of Aisle: One-Way	11 feet	11 feet	12 feet	12 feet	16 feet	16 feet	20 feet	20 feet
B - Width of Aisle: Two-Way	12 <u>24</u> feet	12 <u>24</u> feet	20 feet	19 feet	20 feet	19 feet	24 feet	23 feet
C - Width of Space	8.5 feet	8 feet	8.5 feet	8 feet	8.5 feet	8 feet	8.5 feet	8 feet
D - Depth of Space	20 feet	19 feet	19 feet	18 feet	20 feet	19 feet	18 feet	17 feet

...

§ 44-1208 [Ch. 44, 12-8] Off-street parking requirements.

- A. Minimum requirements. Except as otherwise expressly provided herein, off-street parking spaces shall be provided in accordance with the parking ratio requirements of Table 1208E.

- B. Parking demand study. For the purposes of determining required parking for an unlisted use or in consideration of application for shared or reduced parking, ~~the Economic and Community Development Director may require the submittal of~~ a parking demand study may be required that analyzes parking demand ~~of the Institute of Traffic Engineers (ITE) or Urban Land Institute (ULI)~~, and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity and location. Off-street parking requirements may also be modified to be in accordance with National Industry Standards, at the discretion of the Economic & Community Development Director, in coordination with the Director of Operations & Engineering Services.
- C. Exemptions.
- (1) When the application of the off-street parking regulations specified hereinafter results in a requirement of not more than three parking spaces for any nonresidential use, such parking spaces need not be provided. However, where two or more uses are located on a single lot, only one of these uses shall be eligible for the above exemption. In no instances shall this exemption apply to dwelling units.
 - (2) The minimum number of off-street parking spaces required by Table 1208E of this Code shall be waived for nonresidential uses in the D-1 Central Business District and the D-2 (Downtown Transitional) District established by § 44-501 of this Code.

...

- E. The minimum number of motor vehicle parking spaces shall be provided in accordance with Table 1208E, Motor Vehicle Parking Space Requirements, below.

Table 1208E: Off-Street Parking Requirements		
Use Category	Specific Use	General Requirement
AGRICULTURAL		
Agriculture	Aquaculture, aquaponics, hydroponics; horticultural services; medical marijuana cultivation; animal breeding services; fish hatcheries; poultry hatcheries	1 space per 600 GFA
...	...	...
Other Institutional and Cultural Uses	Clubs and lodges	1 space per 200 GFA
	Food pantry	Off-street parking requirements will be based upon the principal use of the structure containing the food pantry
	Libraries, museums, and cultural institutions	1 space per 250 <u>500</u> GFA
	<u>Museums and cultural institutions</u>	<u>1 space per 250 GFA</u>
	...	...

Table 1208E: Off-Street Parking Requirements		
Use Category	Specific Use	General Requirement
RETAIL AND SERVICE		
...	...	...
	Mobile food and beverage vendor	1 space per 100 GFA
	Furniture sales	1 space per 600 GFA

...

§ 44-1209 [Ch. 44, 12-9] Adjustments to required parking.

Notwithstanding Table 1208E, the following adjustments to required parking are permitted upon approval of the Director of Economic and Community Development. In no instance shall adjustments to required parking result in single-family or two-family uses providing fewer than one legal off-street parking space.

Table 1209: Adjustment to Required Parking		
Adjustment Type	Criteria	Adjustment Amount
Transit	Resident or nonresident use (other than an after-hours establishment) is located within 900 <u>1,320</u> feet of a public transit route.	10% reduction
Pedestrian Access	Nonresidential use is located where residents of all residential and mixed-use areas within 1,320 feet of the subject property can walk to and from the nonresidential use on a continuous sidewalk system (ignoring intervening streets).	10% reduction
Public Parking Lots	Nonresidential or residential use is located within 900 feet of a parking lot that is available for use by the public.	10% reduction <u>Three public parking lot spaces can be substituted for every one required off-street parking space.</u>
On-Street Parking	Single-family or duplex residential Use is located along one or more public street frontages where public parking is permitted.	<u>On-street parking within 500 feet of any lot line may be credited to the parking requirement at a rate of one credit for every two legal on-street parking spaces. One legal on-street parking space (to a maximum of 2 parking spaces) can be substituted for every required off-street parking space provided the on-street space is located on a public right-of-way immediately abutting the property or tenant space seeking the parking adjustment. Where a partial space straddles an extension of a side property line, the space may be counted by the abutting property owner in front of whose</u>

Table 1209: Adjustment to Required Parking

Adjustment Type	Criteria	Adjustment Amount
		property 50% or more of the space is located.
	Multifamily residential or nonresidential use located along one or more public street frontages where public parking is permitted.	One legal on-street parking space can be substituted for 0.5 of every required off-street parking space provided the on-street space is located on a public right-of-way immediately abutting the property or tenant space seeking the parking adjustment

§ 44-1210 [Ch. 44, 12-10] Other parking uses.

- ~~A. Carpool or vanpool vehicles. Parking spaces reserved, signed, and enforced for carpooling or vanpooling services may count as two regular parking spaces.~~
- ~~B. Car sharing services. Parking spaces reserved, signed, and enforced for car-sharing services may count as four regular parking spaces.~~

...

§ 44-1213 [Ch. 44, 12-13] Bicycle parking requirements.

- A. Purpose. This section is established to ensure provision of bicycle parking facilities in furtherance a safe, complete, and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.
- ...
- F. Motor vehicle parking reduction. Parking requirements may be reduced by one off-street parking space for every four bicycle parking spaces provided in excess of the minimum required by Table 1212E. ~~provided, however, that the total number of required motor vehicle parking spaces shall not be reduced by more than 10%. A maximum reduction of 50% of the total required off-street parking spaces shall be allowed.~~

...

§ 44-802. S-1 Aircraft Noise Impact District

- C. **Variations.** The City shall consult and obtain a written recommendation from the ~~Bloomington-Normal~~ Central Illinois Regional Airport Authority prior to consideration of any variation to this § 44-802. The Construction Board of Appeals shall be responsible for reviewing variations of the provisions of this § 44-802 pertaining to building construction and/or acoustical insulation. The Zoning Board of Appeals shall be responsible for reviewing all other variations of this § 44-802 not pertaining to building construction or sound insulation.

EXHIBIT B

Amendments to The Schedule of Fees of the City of Bloomington, Illinois [Chapter 1]

Additions are indicated by underlining; deletions are indicated by ~~strikeout~~.

ZONING (CHAPTER 44)

A. General Provisions

1. Accessory Buildings and Uses

(a) Temporary Sales:

\$50.00 filing fee per location or annual fee of \$250.00 per month or portion of a month that delinquency has continued (9-7)

(b) Accessory Use Permit (Initial)

\$100.00

(c) Accessory Use Permit (Annual) Renewal

\$25.00

B. Schedule of Fees *

(44-17)

1. Text or Zoning Map Amendments:

\$325.00

2. Special Use Permits:

\$325.00

3. Planned Unit Developments:

See Ch. 24, Division 3

4. Legislative Site Plan Reviews:

\$325.00

5. Appeals:

\$325.00

6. Zoning Verification Letter:

\$15.00

7. Variation or Interpretation

\$325.00

*In addition to the filing fee cited hereinabove, the applicant shall be responsible for paying the City for the cost of any recording fees that result from City Council action on the subject case.

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: ~~March 6, 2024~~ REISSUED March 11, 2024

CASE NO: Z-03-24, Text Amendments

REQUEST: Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modifications and deletions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to 1) accessory uses, (2) accessory structures, (3) fencing requirements, (4) parking requirements, (5) administrative procedures, and (6) minor definition and figure clarifications.

BACKGROUND

Over the past several months Staff has reviewed the Zoning Code and identified items for potential update. These items have been shared with the Zoning Board of Appeals and Planning Commission under New Business at recent meetings. Notice was published in The Pantagraph on Tuesday, February 20, 2024. Additional items will be presented at the April regular meeting, and it is expected all proposed items will be finalized for approval at the second City Council meeting in April.

IDENTIFIED ISSUES

(1) Accessory Uses

Since the 2019 Zoning Code update, a list of “Accessory uses” has been included in § 44-908, as allowable “in addition to those uses permitted in a[ny] zoning district”, including Beekeeping and Chicken keeping. Chicken-Keeping was first restricted as requiring a Special Use Permit through the inclusion of the Use in certain zoning district use tables. While treated as a Special Use, there have been a total of 21 Special Use Permits issued; all but one permit was ultimately approved. All were unanimously recommended for approval by the Zoning Board of Appeals. A total of 14 persons have spoken against the requests. Staff proposes removing the Special Use requirements for Chicken-Keeping, while implementing a permitting and registration system for accessory uses. Standards will be created standards in Section 17-16, including application requirements and processing, annual registration, non-compliance, complaints and penalties, and discontinuation. Clarification has been provided that chickens shall be provided, and always kept within, a covered or fenced enclosure. A note has been added that this does not include a standard privacy fence which encloses the yard area along the property lines. The City’s Schedule of Fees (§ 1-125) will also be updated to reflect a \$100.00 initial registration fee and a \$25.00 annual registration fee, thereafter. Beekeeping is also proposed for removal from the Use Tables, since it is also an accessory use.

(3) Fencing Requirements

On corner residential lots, the Required Front Yard occupies both street frontages, limiting residents to four-foot-tall fences on a larger portion of their property. Recently approved Variance

cases have illustrated the need to allow for taller fencing in “corner side” yard areas which are adjacent to Rear Yards. Staff proposes to update Table 44-910 to allow six-foot-tall fences in Required Front Yards in the “corner side” area, directly adjacent to the rear corner of the principal structure, which would allow residents to fence in a greater area of space behind the primary structure. Staff acknowledges a three-foot setback from the public sidewalk will alleviate any pedestrian conflicts and to maintain appropriate sighting for vehicles; a footnote to this affect has been added.

(4) Parking Requirements

The proposed changes to Off-Street Parking Requirements include the following:

- Shared Parking Facilities - increase the Shared Parking Facility distance for residential and non-residential uses to 1,000 feet. The intent is to assist downtown locations in meeting parking requirements, while other areas of the City would continue to be self-regulating within the context of the increased distance.
- “Shared On-Street and Public Parking” - relocate this section, that discusses credits and reductions, to Table 44-1209, to remove duplication and confusion by addressing the content in “Adjustments to Required Parking”.
- Location and Yard Requirements - allow required parking to be located on a lot of common ownership with the primary use lot located within 1,200 feet of the property. This would allow for a location to utilize a parking area they own which is not directly adjacent to the property.
- Parking Design Standards - correct a scrivener’s error to indicate 24 feet, rather than 12 feet, as the required aisle width for two-way traffic.
- Off-Street Parking Requirements - allow Off-Street Parking Requirements to be modified in accordance with National Industry Standards for different uses, at the discretion of the Economic & Community Development Director and the Director of Operations & Engineering Services. The standard square-footage-based model does not always equate adequately for every use and this would allow site plans for more unique uses to reflect more accurate and well-demonstrated parking needs.
- Off-Street Parking Requirements - waive Off-Street Parking Requirements for non-residential uses in the D-2 (Downtown Transitional) District (currently allowed in D-1). This would support businesses located near the downtown area that cannot comply with on-site parking requirements but have proximity to multiple public parking opportunities.
- Off-Street Parking Requirements (Table 44-1208E) - decrease total number of required parking spaces for Libraries, from 1 space per 250 square feet to 1 per 500 square feet. Staff identified a National Standard which supports this update.
- Off-Street Parking Requirements (Table 44-1208E) - separate Libraries ~~Museums~~ from Libraries, Museums, and Cultural Institutions in Table 44-1212. Local empirical evidence, as well as national research, indicates these uses have very different requirements and standards.
- Off-Street Parking Requirements (Table 44-1208E) - remove *Mobile Food and Beverage Vendor* from the required parking table as this item is no longer a primary/stationary use within the Zoning Code.
- Adjustments to [Off-Street] Required Parking (Table 44-1209) - increase the distance from 900 feet to 1,320 feet for the Transit credit, as this is commonly considered a reasonable “Pedestrian Shed” for walkable cities (where people are willing to walk before opting to drive), which equates to a 5-minute walk or about ¼ of a mile.
- Adjustments to [Off-Street] Required Parking (Table 44-1209) - include Public Parking Lots as an adjustment to the required parking for residential uses, and increase credit for all uses, by stating three public parking lot spaces can be substituted for every one required

off-street parking space. This item was previously only available for nonresidential uses at a 10% reduction.

- Adjustments to [Off-Street] Required Parking (Table 44-1209) - adjust the parking reduction for On-Street Parking spaces by stating on-street parking within 500 feet of any lot line may be credited to the parking requirement at a rate of one credit for every two on-street parking spaces. This eliminates the distinction between uses and removes the 50% credit cap for multi-family and nonresidential uses. This language mimics language already present in the GAP Districts of the Code (§ 44-1407).
- Other Parking Credits - eliminate carpool and car sharing service spaces as a way to reduce on-site parking. These are difficult to enforce and are not widely used locally.
- Bicycle Parking Requirements (Table 44-1212E) - modify bicycle parking requirements to reflect that off-street parking may be reduced by one off-street parking space for every four bicycle parking spaces provided *in excess of the minimum required* by Table 44-1212E. This still requires bicycle parking for projects, but requires the minimum be met prior to further reductions. Currently, bicycle parking results in “double dipping” of credits which complicates calculations and does not reflect true need.

(6) Definition and Figure Clarifications

The “Bloomington-Normal Airport Authority” will become the “Central Illinois Regional Airport Authority” as of May, 1, 2024 and this name change must be reflected in the appropriate locations in City Code. This primarily impacts § 44-802.

STANDARDS FOR REVIEW

The Planning (PC) shall hold at least one public hearing on any proposed text amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the text amendment meets all of the Standards of Approval listed in § 44-1706-E and discussed below.

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.**

The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. Items have been studied over a period of time and have been identified as more appropriate local standards that achieve flexibility within the Code and balance the needs of current and future residents. *Standard is met.*

2. **The extent to which property values are diminished by the proposed particular zoning restriction.**

Property values should not be diminished by any of the proposed text amendments. While the form of regulation and enforcement is changing for some items, no item is being exempted from regulation, and additional tracking or enforcement mechanisms will be created when appropriate. Pathways to taking advantage of the opportunities for flexibility are structured to require supporting evidence and appropriate review. *Standard is met.*

3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

There will not be an expected destruction of property values by any of the proposed amendments. The amendments are designed to support residences and businesses. ***Standard is met.***

4. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or Policies:

- N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the comprehensive plan);
- N-1.2d (Identify and eliminate the barriers for infill development);
- N-1.4 (Identify opportunities to gradually transition the low density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents);
- N-1.5b (Incentivize subdivisions that follow sustainable neighborhood designs such as transit oriented development, mixed use development, traditional neighborhood design, cluster development and green building practices);
- H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities);
- H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations);
- ED-1.2h (Promote regeneration area infill sites on the west side of Bloomington to take advantage of existing infrastructure and attract quality jobs closer to residents);
- ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments);
- D-1.1 (Strengthen business recruitment and retention activities);
- D-1.4e (Improve parking access/facilities for Downtown residents);
- D-5.1b (Evaluate parking ordinance standards and requirements); and
- HL-5.1 Encourage local food production).

Standard is met.

5. Whether the City needs the additional types of uses or development allowed by the proposed amendment.

The proposed modifications would benefit the City by allowing greater flexibility to residents and business owners and also setting appropriate standards. ***Standard is met.***

RECOMMENDATION

Staff finds that the application generally meets the standards for text amendments and recommends its approval. Staff recommends that the Commission take the following actions:

Motion to establish findings of fact that the proposed text amendments meet the standards and objectives for which the Code is designed and are in the public interest, and to recommend that City Council approve the proposed text amendments.

Respectfully Submitted,
Planning Division Staff

She noted this is a preliminary site plan to ensure zoning compliance. She further explained the parking reductions and credits. Additionally, Ms. Wang stated that there will be minimal Staff on-site.

Vice Chair Beyer stated support for the development.

Mr. Ryan added to Ms. Wang's statement that there will rarely be more than two Staff members during the day, but he will be on-call to help with any issues.

Noah Tang (504 E Olive Street), Resident, expressed support for the project. He noted Bloomington's housing shortage, proximity to public transit, and the underutilized public parking lots. He encouraged the Commission to think about people outside of cars and this is a step in the right direction.

Commission Chair Boyd closed the public hearing.

Commission Chair Boyd noted that he supports developing space for people instead of cars. Additionally, he stated this project is a great infill development.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Cullen, to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed and to recommend approval of the Site Plan for the property located at 408 E. Washington Street and 401 E. Jefferson Street to City Council, with the Condition that a Variance to allow reduced off-street parking (resulting in Site Plan compliance with motor vehicle and bicycle parking requirements) is approved, prior to Council approval of the item.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

The following item was presented:

Item 5.B. Public hearing, review, and action on a request initiated by City of Bloomington, for approval of text amendments, modifications, and deletions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to 1) accessory uses, (2) accessory structures, (3) fencing requirements, (4) parking requirements, (5) administrative procedures, and (6) minor definition and figure clarifications.

Ms. Pemberton provided the Staff report with recommendation for approval of the proposed Text Amendments. She noted the main areas being addressed through the proposed Text Amendments include accessory uses, parking, and fencing. For accessory uses, she noted that Staff removed the requirement of a Special Use Permit for chicken-keeping and added language to add clarity to screening requirements, removed some accessory uses from the primary use table, and added a permitting process for chicken-

keeping. Regarding fencing, she noted changes to the language to clarify fence height requirements and changes to allowable fence heights in corner lots. She stated the changes in parking include a reorganization for clarity, increasing the distances for on-street and public parking credits/reductions for commercial and residential development, and modifying parking demand study requirements. Additionally, she noted Staff changed the name of the “Bloomington-Normal Airport Authority” to reflect their new name “Central Illinois Regional Airport Authority”.

Vice Chair Beyer expressed concerns about Home Owners’ Associations (HOA) involvement in permitting chicken-keeping. She asked Staff if an HOA approval can be incorporated into the permitting process. Ms. Pemberton responded that provisions of an HOA or deed restrictions in a community are private agreements the City cannot enforce; those provisions must be addressed between the private parties, but an awareness question has already been added to newly created applications to assist residents in identifying potential future issues.

Vice Chair Beyer asked for clarity on the reorganization of the chapter. Ms. Pemberton clarified where the text changes were located in the chapter, noting that part of the chapter was already in the tables.

Vice Chair Beyer expressed concern about removing the minimum parking requirements for D-2 (Downtown Transitional) District in § 44-1208C. Ms. Pemberton stated that it will only impact nonresidential uses in the D-2 (Downtown Transitional) District. She explained the purpose of the D-2 District and noted that most properties have on-street parking. Additionally, she stated that many of the businesses in D-2 Districts are neighborhood-supported. Ms. Peifer explained that there are some properties within “the buckle” that are zoned D-2. Due to this, Staff is looking to make the same requirements as the D-1 (Central Business) District for nonresidential uses.

Vice Chair Beyer expressed concern for parking availability when allowing residential parking; she asked if a permitted system is possible. Ms. Pemberton responded that parking is self-selecting in nature; people not willing to walk will select alternate locations. She noted some apartments do have contracts with parking decks or lots.

Commission Chair Boyd opened the public hearing.

Noah Tang gave supportive testimony for the chicken-keeping and parking amendments. He noted that there have not been any complaints since he has gotten chickens. Regarding parking, he stated that some similar-sized cities are changing “required” parking to “recommended” parking. He stated that he rarely uses his car and that many of the downtown parking lots are currently underutilized.

Commission Chair Boyd closed the public hearing.

Commissioner Cullen stated that we need to find a balance within the parking ordinance.

Commission Chair Boyd stated that there is a false perception within Bloomington. He noted that there is no shortage of parking right now. He stated that parking does not generate revenue and that we need to make small changes to encourage development.

Commissioner Krieger made a motion, seconded by Commissioner Muehleck, to establish findings of fact that the Text Amendments are in the public interest and to recommend approval of the proposed Text Amendments to City Council. Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

New Business

Vice Chair Beyer asked Staff if it is possible to update the City of Bloomington Comprehensive Plan with the new Census data. Ms. Pemberton responded that Staff is in the process of evaluating some potential amendments to the Comprehensive Plan.

Mr. Myers notified the Planning Commission that Staff is presenting a Resolution to adopt the 2023 Official Zoning Map at Council on March 25th.

Adjournment

Commissioner Krieger made a motion, seconded by Commissioner Muehleck, to adjourn the meeting.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

The Meeting Adjourned at 5:24PM.

CITY OF BLOOMINGTON

Commission Chair, Justin Boyd

Staff Liaison, Alissa Pemberton



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from Taqueria Porton, Inc., located at 901 N. Main St., Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License Creation be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Taqueria Porton, Inc. (Applicant) is requesting the creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, which will be located at 901 N. Main St. The location was previously Taqueria El Porton for several years.

On Tuesday, March 12, 2024, the Liquor Commission positively recommended the Item presented above to Council for further consideration.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on March 3, 2024, in *The Pantagraph*. 18 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RBS Liquor License is \$1,500 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_Taqueria Porton](#)

[CLK 2C Minutes_Taqueria Porton](#)

February 28, 2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: TAQUERIA PORTON, INC.

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Proof of DBA/Assumed Name registered with the State of IL
- Articles of Incorporation
- Proof of Good Standing with the State of IL
- Personal Financial Statement
- Proof of Ownership
 - Contract for Deed
- Computer Generated Site/Floor Plan
- Bloomington/Normal Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Due before License Issuance:

- Certificate of Liability Insurance

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	TAQUERIA PORTON INC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	N/A
Legal Entity Address <i>(including City, State, and Zip)</i>	901 N MAIN ST BLOOMINGTON IL 61701
Legal Entity Phone Number	
Legal Entity Email Address	JCSANTANA0713@GMAIL.COM
Establishment Address including Zip	901 N MAIN ST BLOOMINGTON IL 61701
Establishment Phone Number	309-820-1625
Establishment Email Address	JCSANTANA0713@GMAIL.COM
*Email Address for <u>ALL</u> City Communications:	JCSANTANA0713@GMAIL.COM

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
GABELINDA DE PAZ CASTELAN	BLOOMINGTON	IL	61705
Phone Number	Email Address		
	JCSANTANA0713@GMAIL.COM		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
GABELINDA DE PAZ CASTELAN	BLOOMINGTON	IL	61705
Phone Number	Email Address		
	JCSANTANA0713@GMAIL.COM		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☐ Yes ☒ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* N/A

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) MEXICAN FOOD RESTAURANT
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RB
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment:
TO CONTINUE OFFERING SAME SERVICES THE RESTAURANT HAS BEEN OFFERING FOR SEVERAL
7. If approved, how would the liquor license benefit the City and its residents?
IT WOULD DERIVE HIGHER PERCENT OF SALES FOR BUSINESS AND HIGHER REVENUE FOR CITY
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived?
MAJORITY OF BUSINESS REVENUE WILL BE DERIVED FROM SALE OF MEXICAN FOOD
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	9AM	9PM
Tuesday:	9AM	9PM
Wednesday:	9AM	9PM
Thursday:	9AM	9PM
Friday:	9AM	9PM
Saturday:	9AM	9PM
Sunday:	9AM	9PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
SURROUNDING NEIGHBORHOOD IS MIXED. COMMERCIAL AND RESIDENTIAL PROPERTIES ARE
2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
NEAREST BUS ARE A GAS STATION (4AM-11PM) AND CAR WASH (7AM-6PM)
2B. Is the area predominately residential, are they single or multi-family homes?
WE HAVE A RESIDENTIAL APARTMENT COMPLEX NEXT TO OUR BUILDING
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
TO OUR LEFT, WE HAVE A WALNUT ST WHICH IS A TWO WAY STREET AND IN FRONT OF US IS MAIN ST WHICH IS A ONE WAY STREET
4. How much additional traffic is expected to be generated with a liquor license?
WITH A LIQUOR LICENSE, WE EXPECT TO INCREASE OUR FOOD SALES AND TRAFFIC AT LEAST 30%
5. Describe any and all on- and off-street parking:
NO ON STREET PARKING. WE HAVE 25 PARKING SPACES AVAILABLE FOR CUSTOMERS IN OUR
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: N/A
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* N/A
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* N/A
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* N/A
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* N/A

Please provide any additional information significant to this application:

THESE PREMISES HELD A LIQUOR LICENSE PRIOR TO BE PURCHASED. BUSINESS OWNERSHIP RECENTLY CHANGED

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

GABELINDA DE PAZ CASTELAN

Name (Please Print)

OWNER

Title

01/30/2024

Date

Signature

FOR CITY USE ONLY

Required Documents to Be Filed at Time of Application

1. ☒ Application
2. ☒ List of Owners/Partners/Officers w/Name, Age, Address, & Percent Ownership/Stock
3. ☒ Proof DBA Registered w/Secretary of State of Illinois
4. ☒ Articles of Organization (*LLC*) / Articles of Incorporation (*Corporation*)
5. ☒ Premises Verification (*Lease – Rented / Check GIS – Owned*)
6. ☒ Financial Statement (New Business-Owner's Personal/Current Business–Business's Assets & Liabilities)
7. ☒ Computer-Generated Site/Floor Plan
8. ☒ Proof of Good Standing (State of IL)
9. ☒ Food & Beverage Tax Form
10. ☒ ~~N/A~~ Package Tax Form (*If Package Sales Requested*)
11. ☒ Paid \$400 Application Fee

Inspections Required Before City Council Meeting

1. ☐ City of Bloomington Community Development Building & Fire Safety Inspection. Contact the Com. Dev. Dept. after application submission to schedule an appointment at (309) 434-2226.
2. ☐ McLean County Health Inspection. Contact the County's Environmental Health Division after application submission to schedule an appointment at (309) 888-5482 ext. 1.

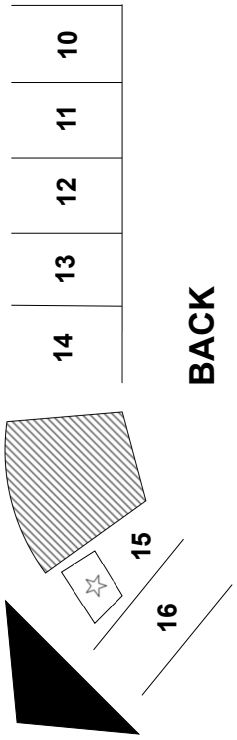
Documents Required Before License Issuance

1. ☒ Surety Bond (\$2,000)
2. ☐ Copy of the Certificate of Insurance (Not Policy Declaration Page) Certificate must show the establishment has liquor liability insurance and must include the following: 1) applicant's name as the insured (e.g. if the applicant is a corporation, the corporation's name must be listed); 2) the address of the location where the liquor is being consumed; and 3) the dates of coverage and the coverage limits.

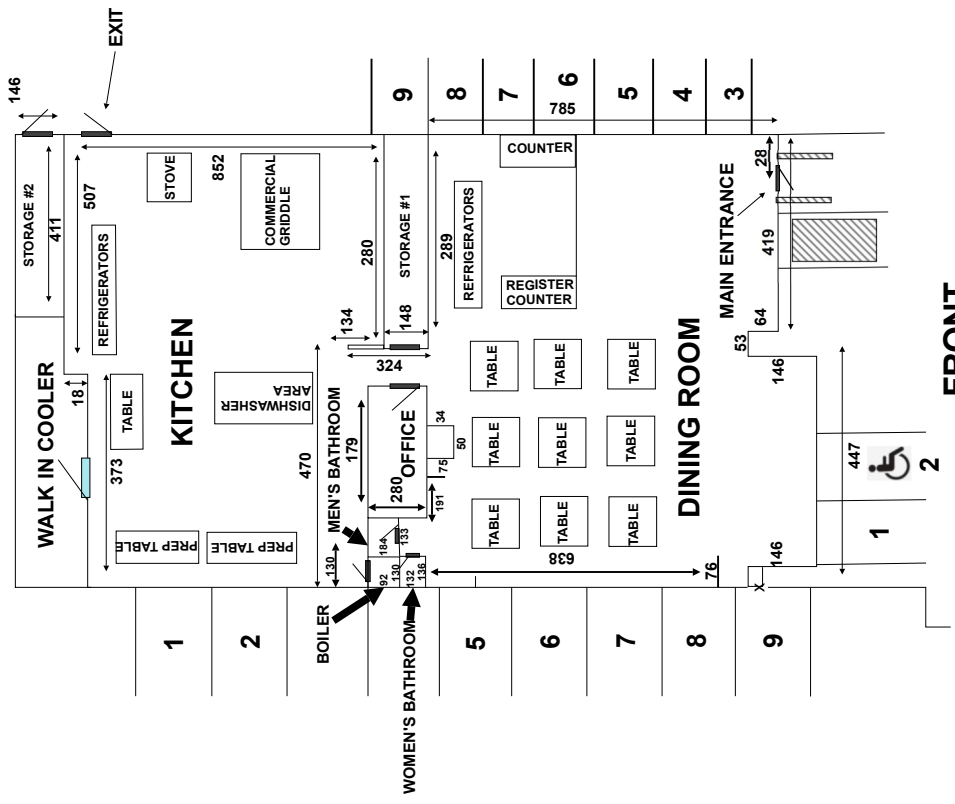
Documents Required Regularly for License Maintenance

1. ☐ A valid Surety Bond (\$2,000) should always be on file with the City Clerk Department.
2. ☐ A valid copy of the Certificate of Insurance (Not the Policy Declaration Page) should always be on file with the City Clerk Department. The certificate must show the establishment has liquor liability insurance and must include the following: 1) the applicant names as the insured (e.g. if the applicant is a corporation, then the corporation's name must be listed); 2) the address of the location where the liquor is being consumed; and 3) the dates of coverage and the coverage limits.
3. ☐ The General Manager must provide their BASSET certificate within 60 days of employment and maintain a valid copy on file with the City Clerk Department.

TAQUERIA PORTON, INC
 901 N MAIN ST.
 BLOOMINGTON IL 61701



BACK



FRONT

FLOOR PLAN

George Boyle, Asst. Corporation Counsel, informed the Commission that the applicant requested the Item be continued until April 9, 2024.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Taqueria Porton, Inc., located at 901 N. Main St., Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the public hearing at 4:03 P.M.

Jose Montenegro, speaking on behalf of Gabelinda De Paz, owner of Taqueria Porton, Inc., after being sworn in, addressed the Commission.

Mr. Montenegro explained that the owners were looking to continue the business similarly to the past owners by serving beer and wine, in addition to food.

Commissioner Meister asked if all employees would be BASSET Certified. Mr. Montenegro explained that the past employees would be trained to operate in the new restaurant.

Commissioner Mwilambwe asked how many of the employees were being retained. Mr. Montenegro answered 4.

Commissioner Meister asked what the hours of operation were. Mr. Montenegro answered 9 a.m. to 9 p.m.

George Boyle, Asst. Corporation Counsel, asked if there would be any changes to service from the previous ownership. Mr. Montenegro answered no.

Staff had no questions or concerns.

Commissioner Mwilambwe asked if there was anyone in the audience who wished to speak for or against the application. No one spoke up.

Commissioner Mwilambwe closed the hearing at 4:09 P.M.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the item to council.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. C. First Appearance on a Citation Issued to Braize, LLC, d/b/a Empire Coffee, Located at 1406 E. Empire St., for Violating Chapter 6, Section 106B(14) of the Bloomington City Code Relating to an Establishment Maintaining a Liquor License Whose Primary or Major Focus is Video Gaming and Violating Chapter 6, Section 6- 112A(15) of the Bloomington City Code Relating to Violating the Requirements of Holding a Restaurant Class Liquor License That States an Establishment Shall Maintain a Premises Kept, Used, Maintained, and Held Out to the Public as a Place Where Meals are Sold and Served.

George Boyle, Asst. Corporation Counsel, explained that there were two counts of violations. He notified the Commission that the attorney for the business requested the hearing be continued to April 9, 2024.



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: March 25, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Bloomington Parks & Recreation Department's 2024 Summer Offerings and Annual Services, as requested by the Parks & Recreation Department and the Administration Department.

RECOMMENDED MOTION: None; Presentation and Discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

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

BACKGROUND: The Department of Parks & Recreation will provide a presentation and facilitate discussion on our programs and services. The presentation will be made available at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-1 Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.2 (Protect, enhance and maintain parks and green spaces equitably throughout the City); and Goal HL-4 (Continue to develop quality parks and recreational programming for all), 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: Eric Veal, Director of Parks and Recreations