

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 27, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 27, 2023, 6:00 PM**

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

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

6. Recognition/Appointments

- A. Recognition of Firefighters Cody Cheeseman, Tyler Eft, and Kyle Walder who have completed their one-year probation, as requested by the Fire Department. *(Recommended Motion: None; recognition only.)*

7. Consent Agenda

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

- A. Consideration and Action to Approve Bills and Payroll in the Amount of \$6,298,933.28, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. Consideration and Action to Approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointments be approved.)*
- C. Consideration and Action to: (1) Repeal Approval of the Purchase of Five Police Interceptor Utility Hybrid Vehicles in the Amount of \$304,909.80 from the Meeting on February 13, 2023; and (2) Approve the Purchase of Five (5) Ford Police Interceptor Utility Vehicles from Sutton Ford, in the Amount of \$292,404.80, and to Approve the Disposal of Surplus Police Vehicles Not Reassigned, as requested by the Public Works Department. *(Recommended Motion: The approval on February 13, 2023, of the purchase of the five hybrid vehicles in the amount of \$304,909.80 be repealed and the proposed purchase of the five police interceptor utility*

vehicles in the amount of \$292,404.80 and proposed disposal be approved.)

- D. Consideration and Action on a Contract between the City of Bloomington and Cushings Commercial Carpet, Inc. for the Police Department Administration and Police Annex Building Flooring Replacement Projects (Bid #2023-18), in the amount of \$67,888.00, as requested by the Police Department. (Recommended Motion: The proposed Contract be approved.)
- E. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)
- F. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)
- G. Consideration and Action on the Approval of an Intergovernmental Agreement Between the City of Bloomington and County of McLean, IL regarding the 2023 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)
- H. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority's Home Repair and Accessibility Program in the Amount of \$350,000.00, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on an Ordinance Approving a First Amendment to Economic Incentive Agreement By and Between the City of Bloomington, Illinois and Forgetful Friends, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- J. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, in the Amount of \$593,928.88 and Transferring the Same Amount to the Golf Fund to Pay Cash for Equipment and Address Deferred Building Maintenance, as requested by the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)
- K. Consideration and Action on an Ordinance Approving the Final Plat of the Sixteenth Addition to Hawthorne Commercial Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)
- L. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Review and Hearing Process Clarifications, Removing Duplicative Language, and Updating Certain Zoning Classifications, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

- M. Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay, for the Property Located at 33 Sunset Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

- A. Presentation of the Fiscal Year 2024 Budget Update 2, as requested by the Finance Department. *(Recommended Motion: None; Presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council Discussion, 20 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 6.A.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Firefighters Cody Cheeseman, Tyler Eft, and Kyle Walder who have completed their one-year probation, as requested by the Fire 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: Recognizing the completion of the one-year probationary period on February 14, 2023, for Firefighters Cody Cheeseman, Tyler Eft, and Kyle Walder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Eric West, Fire Chief

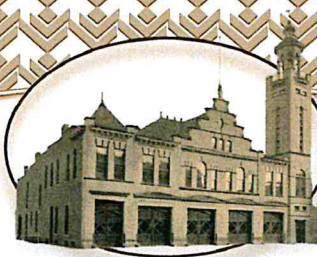
ATTACHMENTS:

[FIRE 1B Firefighter Commission - Cheeseman](#)

[FIRE 1C Firefighter Commission - Eft](#)

[FIRE 1D Firefighter Commission - Walder](#)

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter'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*

Cody A. Cheeseman

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

*in recognition of their completion
of their probationary year on February 14, 2023
As Evidence thereof, we set our hand and seal*


Mbaka Mwilambwe
Mayor

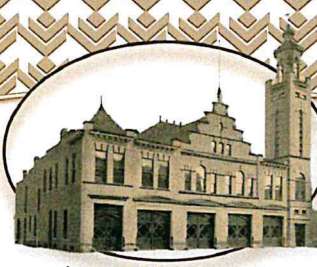

Tim Gleason
City Manager




Eric West
Chief


Leslie Horum
City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter'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*

Tyler M. Eft

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

*in recognition of their completion
of their probationary year on February 14, 2023
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe
Aboka Mwilambwe
Mayor

Tim Gleason

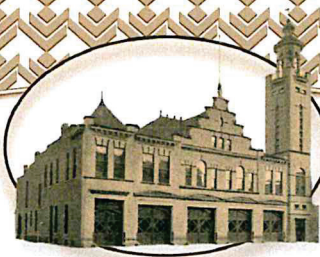
Tim Gleason
City Manager



Eric West
Eric West
Chief

Leslie Horton
Leslie Horton
City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter'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*

Kyle B. Walder

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

*in recognition of their completion
of their probationary year on February 14, 2023
As Evidence thereof, we set our hand and seal*

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Eric West
Eric West
Chief

Tim Gleason
Tim Gleason
City Manager

Leslie Horan
Leslie Horan
City Clerk



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$6,298,933.28, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills and Payroll are filed in the City Clerk Department. The full Bills and Payroll Report is 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 \$6,298,933.28 (Payroll total \$3,229,328.74, Accounts Payable total \$2,937,269.13, Bank Transfers total \$132,335.41).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/10/2023	\$ 2,233,200.94	\$ 535,261.97	\$ 2,768,462.91

2/7/23-2/15/23	\$ 454,675.40	\$ 6,190.43	\$ 460,865.83
Off Cycle Adjustments			

PAYROLL TOTAL \$ 3,229,328.74

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
2/27/2023	AP General	\$ 2,575,155.99	
	AP JMScott		
2/27/2023	AP Comm Devel	\$ 13,627.78	PCARD TOTAL
2/27/2023	AP IHDA	\$ 18,450.00	
2/27/2023	AP Library	\$ 63,673.90	
	AP MFT		
2/8/23-2/21/23	Out of Cycle	\$ 266,361.46	
1/2/23-2/15/23	AP Bank Transfers	\$ 132,335.41	
	AP TOTAL	\$ 3,069,604.54	

GRAND TOTAL \$ 6,298,933.28

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW February 27, 2023

P AUD IMBACTED: City-Wide Impact

SLFJECT: Consideration and Action to Approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department.

UECOMMENDED MOTION: The proposed Appointments and Reappointments be approved.

STUATEGIC BWAN WNK:

Goal 5. Great Place - Livable, Sustainable City

STUATEGIC BWAN SIGNIRICANCE:

Objective 5b. City decisions consistent with plans and policies

FACKGUOLND: The Mayor of the City of Bloomington asks your concurrence in the appointments and reappointments of:

Building Board of Appeals: Justin Gandhi to the Building Board of Appeals. Justin's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Citizens' Beautification Committee: Frederick Marling to the Citizens' Beautification Committee. Frederick's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Cultural Commission: Tracy Koch to the Cultural Commission. Tracy's appointment is effective immediately, with an expiration date of 4-30-24. Application is on file in the Administration Office.

Cultural Commission: Faisal Rashid to the Cultural Commission. Faisal's appointment is effective immediately, with an expiration date of 4-30-24. Application is on file in the Administration Office.

Japan Sister Cities Committee: Bennett Morris to the Japan Sister Cities Committee. Bennett's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Japan Sister Cities Committee: Katherine Scheck to the Japan Sister Cities Committee. Katherine's appointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Ashley Farmer to the Public Safety and Community Relations Board (PSCRB). Ashley's reappointment is effective 5-1-23, with an expiration date of 4-30-26. The application is on file in the Administration Office.

Public Safety and Community Relations Board: Rachel McFarland to the Public Safety and Community Relations Board (PSCRB). Rachel's reappointment is effective 5-1-23, with an expiration date of 4-30-26. The application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN UESCLE BWAN RLNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Building Board of Appeals Roster](#)

[ADM 1C Citizens' Beautification Roster](#)

[ADM 1D Cultural Commission Roster](#)

[ADM 1E Japanese Sister City Roster](#)

[ADM 1F PSCRB Roster](#)

Status	Board	Role	Name		Term Exp.	Appt/Reappoint	Year first Appointed
Active	Building Board of Appeals	Staff	Chris	McAllister			
Hold Over	Building Board of Appeals	Plumbing	Jeffrey	Brown	4/30/2022	3/13/2017	2013
Hold Over	Building Board of Appeals	CHAIR - Construction	John	Meek	4/30/2022	3/13/2017	2013
Hold Over	Building Board of Appeals	Construction	Larry	Stevig	4/30/2022	3/27/2017	2013
Active	Building Board of Appeals	Plumbing	Jerry	Kelleher	4/30/2023	4/27/2020	2017
Active	Building Board of Appeals	HVAC	Mark	Holderby	4/30/2023	4/27/2020	2017
Active	Building Board of Appeals	Electrical	Michael	Raikes	4/30/2023	4/27/2020	2019
Vacant	Building Board of Appeals	At-Large			4/30/2024		
Vacant	Building Board of Appeals	HVAC			4/30/2024		
Vacant	Building Board of Appeals	Electrical			4/30/2025		

Status	Board	Role	Name		Term Exp.	Appt/Reappoint	Year first Appointed
Active	Citizens Beautification	Staff	Robert	Moews			
Active	Citizens Beautification	Staff	David	Lamb			
Active	Citizens Beautification	Commissioner	Robin	VanDermay	4/30/2023	4/30/2020	2014
Active	Citizens Beautification	Commissioner	Becky	Altic	4/30/2023	9/28/2020	2020
Vacant	Citizens Beautification	Commissioner			4/30/2023		
Active	Citizens Beautification	Commissioner	Sara	Kemp	4/30/2024	4/12/2021	2018
Active	Citizens Beautification	Chair	Joni	Painter	4/30/2024	6/14/2021	2021
Active	Citizens Beautification	Commissioner	Gina	Lavazza	4/30/2024	4/11/2022	2022
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022
Active	Citizens Beautification	Commissioner	Daniel	Freburg	4/30/2025	5/23/2022	2018
Active	Citizens Beautification	Vice-Chair	Ron	Frazier	4/30/2025	4/25/2022	2022
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022
Vacant	Citizens Beautification	Commissioner			4/30/2025		

Status	Board	Role	Name		Term Exp.	Appt/Reappoint	Year first Appointed
Active	Cultural Commission	Staff	Anthony	Nelson			
Active	Cultural Commission	Commissioner	Mark	Halx	4/30/2022	4/22/2019	2018
Active	Cultural Commission	Commissioner	Jeffrey	Pitzer	4/30/2022	8/12/2019	2019
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2022	1/11/2021	2020
Vacant	Cultural Commission				4/30/2022		
Vacant	Cultural Commission				4/30/2022		
Active	Cultural Commission	Commissioner	Angelique	Racki	4/30/2023	3/27/2017	2016
Vacant	Cultural Commission				4/30/2023		
Vacant	Cultural Commission				4/30/2023		
Active	Cultural Commission	Chair	Melissa	Libert	4/30/2024	4/12/2021	2018
Vacant	Cultural Commission				4/30/2024		
Vacant	Cultural Commission				4/30/2024		

Status	Board	Role	Name		Term Exp.	Appt/Reappoint	Year first Appointed
Active	Japanese Sister City Committee	Chair	Darren	Sampson			
Active	Japanese Sister City Committee	Committee Member	Kyle	Silver	4/30/2023	4/13/2020	2016
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2023	4/13/2020	2018
Vacant	Japanese Sister City Committee				4/30/2023		
Vacant	Japanese Sister City Committee				4/30/2023		
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2024	4/26/2021	2018
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2024	4/26/2021	2021
Vacant	Japanese Sister City Committee				4/30/2024		
Active	Japanese Sister City Committee	Committee Member	Ken	Ota	4/30/2025	6/27/2022	2016
Vacant	Japanese Sister City Committee				4/30/2025		
Vacant	Japanese Sister City Committee				4/30/2025		

Status	Board	Role	Name		Term Exp.	Appt/Reappoint	Year first Appointed
Active	Public Safety & Community Relations Board	Staff	Michael	Hurt			
Active	Public Safety & Community Relations Board	Chair	Ashley	Farmer	4/30/2023	2/22/2021	2021
Active	Public Safety & Community Relations Board		Rachel	McFarland	4/30/2023	10/11/2021	2021
Vacant	Public Safety & Community Relations Board	Board Member			4/30/2023		
Active	Public Safety & Community Relations Board	Youth Member	Kimberly	Howard	7/11/2023	7/11/2022	2022
Active	Public Safety & Community Relations Board	Youth Member	Amira	Harris	11/28/2023	11/28/2022	2022
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2024	4/12/2021	2017
Active	Public Safety & Community Relations Board	Board Member	Surena	Fish	4/30/2024	4/12/2021	2017
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017
Active	Public Safety & Community Relations Board	Board Member	Jeffery	Woodard	4/30/2025	4/25/2022	2017



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to: (1) Repeal Approval of the Purchase of Five Police Interceptor Utility Hybrid Vehicles in the Amount of \$304,909.80 from the Meeting on February 13, 2023; and (2) Approve the Purchase of Five (5) Ford Police Interceptor Utility Vehicles from Sutton Ford, in the Amount of \$292,404.80, and to Approve the Disposal of Surplus Police Vehicles Not Reassigned, as requested by the Public Works Department.

RECOMMENDED MOTION: The approval on February 13, 2023, of the purchase of the five hybrid vehicles in the amount of \$304,909.80 be repealed and the proposed purchase of the five police interceptor utility vehicles in the amount of \$292,404.80 and proposed disposal be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will purchase five (5) Ford police interceptor utility vehicles through an Illinois State joint purchasing contract and use them to replace three patrol units, one K-9 unit, and one detective unit due to be replaced this fiscal year.

After the purchase of five (5) Ford police interceptor utility hybrid vehicles was approved at the Regular Council Meeting on February 13, 2023, the City was notified that Ford Motor Company announced that they had canceled production of the model year 2023 Police Interceptor utility hybrid vehicles. The City was also recently informed that the seven (7) model year 2022 Police Interceptor utility hybrid vehicles ordered in Fiscal Year 2022 were also canceled.

Sutton Ford, the Illinois State Contract holder for the Ford Police Interceptors, anticipates that Ford will be taking orders for the model year 2024 hybrids in September of 2023 with the expected delivery date of the 1st quarter of 2024. In addition, staff reviewed the other cooperative purchasing contracts the City utilizes to purchase vehicles and found that there are not any hybrids available on any contract. Staff will continue to purchase hybrid vehicles as they are available.

Staff recommends that the City moves forward with the purchase of five (5) internal combustion engine vehicles at this time to insure emergency response will not be interrupted. Staff intends to wait until hybrids are available to request the purchase of additional vehicles to replace the seven (7) model year 2022 Police Interceptor utility hybrid vehicles originally ordered in Fiscal Year 2022. Staff anticipates that vehicle production

interruptions will continue into Fiscal Year 2025 as supply chain issues are resolved and built-up demand for vehicles are satisfied.

Most of the replaced units will have over 100,000 miles when the new units arrive and are put into service. Marked patrol cars are normally replaced at 100,000 miles. Total repair and maintenance on the units is \$46,845.77 to date. Recent issues with these vehicles include engine cooling, emergency lights, chassis lights, transmission, suspension, driver's seat, ignition system, steering, brakes, motor mounts, belts, EVAP system, and HVAC. Staff respectfully request to replace the five units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service.

If approved, the State of Illinois Joint Purchasing Contract (#22-416CMS-BOSS4-P- 41049 - valid through 9/7/2027) will be used for purchase of the units. The replaced units will be removed from service and evaluated for possible redeployment to other City departments. Staff request to have the replaced units that are not redeployed be declared surplus and sold at a public, online auction. Staff estimate the surplus units to have a resale value of over \$20,000.

In January 2020, the Public Works Department completed an analysis of idle reduction technologies (IRT), based on a request from Council and Administration. The full analysis is attached ([PW 1G Analysis](#)). IRT reduces fuel consumption and fuel costs. Based on research, staff recommend purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT as an aftermarket item. This is especially important for cars and SUVs that are traditionally required to run specialty equipment when idling with a vehicle running, such as some Police and Fire Department vehicles. Purchasing vehicles with IRT may increase the budgeted amount for each vehicle, but, with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with the City's Strategic and Comprehensive Plan goals, as well as reducing fuel costs in the long term.

An analysis comparing hybrid vehicles to non-hybrid vehicles in the Police fleet shows that the average increase in miles per gallon is 22.1%. Staff will continue to monitor the units as more hybrid vehicles are put in service. Ford and the selling dealer will upfit the units per the purchasing and cooperative agreement. Staff have used this process for the last four years and have been pleased with the results. It should be noted that these vehicles are specialized and are not a viable fit for a local bidding process.

Police's fleet is made up of Chevrolet Impalas, Chevrolet Caprices, Chevrolet Tahoes, Ford Police Interceptor Sedans, Ford Transit Vans, and Ford Police Interceptor Utilities. A mix of vehicles are run to ensure the entire fleet is not down due to a safety recall, of which there have been many the past few years. The new units were selected for use because they have increased driver interior space, have all-wheel drive capability for use in snow and ice events, and are pursuit rated.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will Purchase five (5) Ford Police Interceptor Utility Vehicles from Sutton Ford, in the amount of \$292,404.80. The replacement of these vehicles is included in the FY 2023 Budget under the Police Department- Capital Outlay

Licensed Vehicle account (10015110 -72130). Stakeholders can locate this in the FY 2023 Budget Books titled “Budget Overview & General Fund” on page 227 and “Other Funds & Capital Improvement Program” on page 97.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-3. (A comprehensive emergency preparedness plan) and Objective PS-3.1. (Ensure the safety of Bloomington’s residents in emergency situations).

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

PW 1B Quote - K-9 Unit_Redacted
PW 1C Quote - Slick Top Admin Unit_Redacted
PW 1D Quote - Slick Top Patrol Grey Unit_Redacted
PW 1E Quote - Patrol Unit_Redacted
PW 1F Quote - Slick Top Patrol Blue Unit_Redacted
PW 1G Analysis

COMMERCIAL & FLEET

DATE _____

Thursday, February 16, 2023

BILL TO:	BLOOMINGTON
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ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

E-mail

BHALL@SUTTONFORD.COM

Phone

708-720-8035

Contact

BRITTANY HALL

INVOICE #	
TERMS	
ORDERING FIN	
USER FIN	

NET 30

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BLACK	S00676
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 41,934.00
1	CONTRACT LINE 8 -MARKED VEHICLE PKG				\$ 3,865.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGE GUARD				\$ 661.00
1	CONTRACT LINE 32- CANINE TRANSPORT- 15% DISCOUNT			\$ 8,847.00	\$ 7,519.95
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 43- EMERGENCY LIGHTING- 15% DISCOUNT			\$ 8,182.00	\$ 6,954.70
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 2,574.00	\$ 2,187.90
				SUBTOTAL	\$ 64,835.85
	LICENSE, TRANSFER, TITLE				N/A
TOTAL					\$ 64,835.85

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

2/16/2023

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

2/16/2023

ORIGINAL INVOICE

COMMERCIAL & FLEET

DATE _____

Thursday, February 16, 2023

BILL TO:	BLOOMINGTON
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BRITTANY HALL

INVOICE #
TERMS
ORDERING FIN
USER FIN

NET 30

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BROWN	S00677
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 42,705.00
1	CONTRACT LINE 9 -UNMARKED VEHICLE PKG				\$ 3,685.00
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 43- EMERGENCY LIGHTING- 15% DISCOUNT			\$ 4,323.00	\$ 3,890.70
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 2,615.00	\$ 2,353.50
1					
1					
				SUBTOTAL	\$ 54,347.50
	LICENSE, TRANSFER, TITLE				N/A
TOTAL				\$	54,347.50

ACCEPTED BY

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21315 Central Avenue
Matteson, IL 60443

E-mail BHALL@SUTTONFORD.COM
Phone 708-720-8035
Contact BRITTANY HALL

INVOICE #	
TERMS	
ORDERING FIN	
USER FIN	

NET 30

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	S. GREY MET.	S00678
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 41,361.00
1	CONTRACT LINE 9 -UNMARKED VEHICLE PKG				\$ 3,685.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGEGUARD				\$ 661.00
1	CONTRACT LINE 35-PRISONER SEAT COVER				\$ 1,495.00
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 42- PRISONER PARTITION				\$ 1,035.00
1	CONTRACT LINE 43- EMERGENCY LIGHTS- 15% DISCOUNT			\$ 4,323.00	\$ 3,674.55
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 3,361.00	\$ 2,856.85
				SUBTOTAL	\$ 56,481.70
	LICENSE, TRANSFER, TITLE				N/A
TOTAL					\$ 56,481.70

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

2/16/2023

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708-720-8035

Contact

BRITTANY HALL

INVOICE #	
TERMS	
ORDERING FIN	
USER FIN	

NET 30

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BLACK	S00679
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 41,361.00
1	CONTRACT LINE 8 -MARKED VEHICLE PKG				\$ 3,865.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGE GUARD				\$ 661.00
1	CONTRACT LINE 35-PRISONER SEAT COVER				\$ 1,495.00
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 42- PRISONER PARTITION				\$ 1,035.00
1	CONTRACT LINE 43- EMERGENCY LIGHTS- 15% DISCOUNT			\$ 8,554.00	\$ 7,270.90
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 3,361.00	\$ 2,856.85
				SUBTOTAL	\$ 60,258.05
	LICENSE, TRANSFER, TITLE				N/A
				TOTAL	\$ 60,258.05

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

2/16/2023

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

2/16/2023

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DATE _____

Thursday, February 16, 2023

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BHALL@SUTTONFORD.COM

Phone

708-720-8035

Contact

BRITTANY HALL

INVOICE #
TERMS
ORDERING FIN
USER FIN

NET 30

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BLUE	S00680
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 41,361.00
1	CONTRACT LINE 9 -UNMARKED VEHICLE PKG				\$ 3,685.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGE GUARD				\$ 661.00
1	CONTRACT LINE 35-PRISONER SEAT COVER				\$ 1,495.00
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 42- PRISONER PARTITION				\$ 1,035.00
1	CONTRACT LINE 43- EMERGENCY LIGHTS- 15% DISCOUNT			\$ 4,323.00	\$ 3,674.55
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 3,361.00	\$ 2,856.85
				SUBTOTAL	\$ 56,481.70
	LICENSE, TRANSFER, TITLE				N/A
TOTAL					\$ 56,481.70

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

2/16/2023

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

2/16/2023

ORIGINAL INVOICE

Idle Reduction Technologies Available from the Factory

January 2020

At a Glance

Idle reduction technologies (IRTs) are technologies that reduce fuel consumption and fuel costs. Initially, these devices were sold as aftermarket add-ons to vehicles, especially police vehicles. Though the aftermarket add-ons are effective and have been implemented in several large cities, more recent technological developments from vehicle manufacturers may have made aftermarket IRTs for non-hybrid vehicles unnecessary in most applications. For the Police Department, staff recommends implementing the purchase of hybrid vehicles with IRTs as vehicles are replaced, when appropriate, rather than purchasing aftermarket IRTs that would have to be quickly phased out of the fleet as vehicles are replaced. Hybrid vehicles with IRTs have a higher initial cost, but show a higher reduction in fuel consumption and cost than aftermarket IRTs added to a non-hybrid vehicle. For the Fire Department, a few fire apparatus in the City have diesel generators that help reduce fuel consumption, but they do not power for all equipment, including air conditioning and heating. Adding a diesel generator to fire apparatus would be cost-prohibitive. However, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

Scope

Professor Emeritus William Rua met with council members, the city manager, and the Public Works director to discuss, among other topics, anti-idling technologies, which are commonly known as IRTs. The city manager directed staff to research the feasibility of these technologies to reduce fuel consumption and fuel costs. Staff's research is independent of Rua's initial findings, but builds on the information he provided, such as providing an update to the IRT efforts in Columbus, Ohio.

Background

Fleet Management continues to follow Strategic Plan and Comprehensive Plan goals to consider ways to "green the fleet" in responsible and practical matters. The City's Strategic Plan specifically calls for the incorporation of "green sustainable" concepts into the City's development and plans. In addition, the City's Comprehensive Plan includes the goal and objective to reduce air pollutants and other impacts produced by transportation, which includes ongoing reductions in greenhouse gas emissions from transportation sources.

Based on the most recent calculations, the city has 191 vehicles that run on alternative fuel, including 6 hybrid vehicles. In addition to these measures, The City has an existing citywide anti-idling policy, and the Police Department and Fire Department each have internal anti-idling policies. However, these policies rely on compliance and knowledge of the specifics of the anti-idling policy in order to comply. This is not to say that the policies are ineffective, but IRTs, especially on hybrid vehicles, are an additional, easy way to prevent unnecessary idling.

Findings

Descriptions of Idle Reduction Technologies

Much of the information in this section is found in a 2016 case study by Russel J. Owens and Michael D. Laughlin titled “Case Study - Idling Reduction Technologies for Emergency Service Vehicles.” Additional information for each IRT (apart from engine control unit modifications), as well as information from individual agencies that have used each system, are available in this study. The study provides further insight that is not provided in the memorandum and is recommended for further reading. Although the study was written prior to the introduction of factory battery auxiliary power units, much of the information is useful for background information. Out of these options, staff recommends implementing factory battery auxiliary power units, which are available on hybrid vehicles, to reduce idling in police and other patrol vehicles that frequently idle as a requirement to keep electrical equipment running.

Benefits of IRTs¹

- Reduce emissions and improve air quality for neighborhoods and those on the scene
- Reduce noise pollution to keep neighborhoods quieter and make communication easier
- Reduce operating costs and improve vehicle life
- Reduce fuel usage and cost
- Units may be able to pay for themselves, depending on system, savings, and battery costs

Common Types of IRTs¹

- Battery auxiliary power unit (APU)
- Diesel combustion engine APU
- Managed engine stop/start system
- Electrified parking spaces (EPS)
- Engine control unit (ECU) modifications

Another type of IRT, which is similar to a managed engine stop/start system, is an automatic shutoff that many passenger vehicles have that shut the engine off at a stoplight or in heavy traffic. However, this type of system does not address the issues faced by police and fire departments that may be required to have vehicles idling for an hour or more to keep equipment running. Some vehicles in the City of Bloomington use this technology.

Battery Auxiliary Power Unit¹

- Bank of deep-cycle batteries and a controller to manage the use of stored energy
- Either always engaged or have to be manually engaged
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- May be charged with stored energy and/or grid electrical power
- Multiple manufacturers for aftermarket applications including Stealth Power, ZeroRPM, and GRIP
- Aftermarket batteries may need to be replaced every 2-3 years
- Available from the factory for the 2020 Ford Police Interceptor Utility Hybrid SUV
- Most prevalent IRT chosen for police vehicles and ambulances
- Not available for firetrucks at this time

Columbus, Ohio Results²

In 2014, the City of Columbus, Ohio began using a battery APU, known as GRIP Idle Management (GRIP), on approximately 300 new police cruisers, using state grant funds. These aftermarket devices allowed the cruisers to reduce idling and reduce fuel consumption. The technology stops and restarts a cruiser automatically without affecting the on-board power needs that are essential to operate computers and radio communications. However, with the introduction of the Ford Police Interceptor Utility hybrid, the City of Columbus began phasing out the GRIP units and purchasing the hybrids instead. Additional information is available in the "Comparing Aftermarket and Factory Battery Auxiliary Power Units."

Diesel Combustion Engine Auxiliary Power Unit¹

- Uses a diesel generator that uses fuel from the main-engine fuel tank
- Can supply electric loads directly or charge deep-cycle batteries
- Engages after a certain amount of time idling
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- If using a deep-cycle battery, can also be charged with grid electrical power
- High maintenance cost, potentially high install cost
- Not typically used for police vehicles and ambulances due to size
- Most prevalent IRT chosen for firetrucks

Electrified Parking Space¹

- Grid electrical power kiosk that provides power for electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- Drivers park next to the kiosk, connect the required power and HVAC, and then turn the vehicle engine off
- Stays operational as long as the vehicle is connected
- Only useful if vehicles park in the same location throughout the year (i.e. ambulance regularly parked at a dispatch location far from the fire station)

Managed Engine Stop/Start System¹

- Electronic controller that monitors battery charge and engine start/stop
- Some use a deep-cycle starter battery, while others add a separate deep-cycle storage battery
- Automatically shuts down engine after vehicle is in Park and has idled for a set period of time
- Monitors battery voltage and restarts the engine when voltage drops below a defined safe operating threshold, and the engine then partially recharges the battery using the alternator
- Subsequent engine shutdowns are shorter
- Electric devices powered by the battery
- Run time depends on power draw
- Low capital cost
- Easy to install

ECU Modifications^{3,4}

- Uses software to modify the vehicle's ECU to increase performance and efficiency during idling
- Vehicles still idle, but at a lower RPM, which can have some of the benefits of the other systems
- Low comparative cost
- Derive Efficiency and others sell this service
- Not as effective as other technologies

Ontario, California Results³

In June 2016, the city used Derive Efficiency to calibrate five vehicles in its fleet, identifying five additional cars as control vehicles, said Craig Grabow, fleet services manager for the city. Three of the calibrated vehicles were from the Police Department, while two were from Utilities and Parks & Maintenance. Grabow had the police vehicles — a Ford Police Interceptor Utility, a Ford Crown Victoria, and a Chevrolet Tahoe PPV — calibrated for improved performance and efficiency during idling. He had two trucks — a Ford F-150 and a Chevrolet Silverado — calibrated for high fuel efficiency as well as reduced fuel use during idling. Grabow said the vehicles in the pilot on average idle 56% of the time, and average fuel consumption is 140 gallons per month, per vehicle. Using Derive's engine optimization software, the vehicles consumed 22.5 gallons less per month on average per vehicle. Using an average cost per gallon of \$2.78, the average savings in fuel is calculated to be \$62.55 per month, or \$750.60 per year, per vehicle.

Comparing Aftermarket and Factory Battery Auxiliary Power Units

Using verified data provided by Ford Motor Company and local vendors, combined with information from GRIP, other municipalities, and local data, staff developed a table that shows a comparison between aftermarket and factory battery auxiliary power units, including price, predicted fuel consumption reduction, and predicted fuel cost reduction. The data shows that purchasing a hybrid Ford Police Interceptor Utility with IRT, with an estimated cost difference of \$3,375 from a standard Ford Police Interceptor Utility, would have a 1.2-year payback period and an annual fuel savings of 1,273 gallons or \$2,763 with the current average fuel price. To add equivalent IRT technology to a standard Ford Police Interceptor Utility would cost about \$3,000, not including installation, maintenance, or impacts to vehicle warranty, and would have a 2.2-year payback period and an annual fuel savings of 622 gallons or \$1,351 with the current average fuel price. The data shows that purchasing the hybrid Ford Police Interceptor Utility is more cost-effective and saves more gallons of fuel than adding IRT to a standard Ford Police Interceptor Utility. Additional data is found in the table on the next page.

Idle Reduction Comparison

Ford Police Interceptor Utility 3.7L AWD No IRT

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift
0.464	Gallons of fuel consumed per hour
2	Shifts per day
365	Days per year
1660	Gallons of fuel consumed per year

2,836	Total Gallons of fuel consumed per year
\$2.17	Average fuel price
\$6,155	Annual Fuel Cost

Ford Police Interceptor Utility HEV AWD (Hybrid) Includes IRT from Factory

20,000	Miles driven per year
24	MPG-Projected EPA estimated combined rating
833	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.204	Gallons of fuel consumed per hour*
2	Shifts per day
365	Days per year
730	Gallons of fuel consumed per year

*56% reduction in fuel consumption per manufacturer

1563	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$3,392	Annual fuel cost
1,273	Gallons of fuel saved per year
\$2,763	Annual savings

† Based on 12-month average from monthly reports

# Years	4	5	6
Fuel Reduction	5,093	6,366	7,639
Savings	\$11,052	\$13,814	\$16,577

\$3,375	Estimated Cost
1.2	Years Payback

Ford Police Interceptor Utility 3.7L AWD w/ GRIP Anti-Idle System

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.290	Gallons of fuel consumed per hour†
2	Shifts per day
365	Days per year
1037	Gallons of fuel consumed per year

†37.5% reduction in fuel consumption per manufacturer

2214	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$4,804	Annual fuel cost
622	Gallons of fuel saved per year
\$1,351	Annual savings

# Years	4	5	6
Fuel Reduction	2,490	3,112	3,734
Savings	\$5,403	\$6,753	\$8,103

\$3,000	Estimated Cost‡
2.2	Years Payback

‡ Hardware cost, does not include installation, maintenance, or impacts to vehicle warranty

Recommendations

Staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

References

¹ Owens, R. J., & Laughlin, M. D. (2016). Case Study - Idling Reduction Technologies for Emergency Service Vehicles. Argonne, Illinois.

² City of Columbus Division of Fleet Management. (2019). Green Fleet Action Plan 2019-2021, 2019 Mid-Year Update. Columbus, Ohio.

³ Government Fleet. (2019, April 5). Calif. City Reduces Fuel Use With Vehicle Calibration. Retrieved from Government Fleet: <https://www.government-fleet.com/139728/calif-city-reduces-fuel-use-with-vehicle-calibration>

⁴ Government Fleet. (2015, March 9). Police Fleet Slashes Idle Fuel Costs by 26%. Retrieved from Government Fleet: <https://www.government-fleet.com/128326/fla-police-fleet-slashes-idle-fuel-costs-by-26>



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on a Contract between the City of Bloomington and Cushings Commercial Carpet, Inc. for the Police Department Administration and Police Annex Building Flooring Replacement Projects (Bid #2023-18), in the amount of \$67,888.00, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Police Department is seeking to replace carpet and other flooring in designated areas on the second floor of the Police Department. This flooring has not been replaced since the building was built in 1997 and has significant wear and tear, stains, and worn away sections. The Police Department is also seeking to cover tile in the Annex Building, formerly the Engineering Building. The flooring in this building consists of tile and carpet. There is tile missing from several areas. The carpet is well passed its life expectancy.

Through Resolution 2022-13, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. From this list of prequalified vendors, Design Mavens Architecture ("DMA") was selected as the most qualified for this project and submitted a proposal to design and provide construction documents.

DMA provided construction documents, plans and specifications in December 2022. The Flooring Replacement Project was put out to bid (Bid #2023-18) using the DMA documents on January 9, 2023, and closed on January 26, 2023. Two bids were submitted, one by AFE Construction, LLC ("AFE"), and the other by Cushings Commercial Carpet, Inc. ("Cushings"). The bid from AFE quoted \$109,945.00 for the flooring replacement on the second floor of the Police Administration Building and \$49,082.00 for the Police Annex Building for a total bid of \$159,027.00. The bid from Cushings quoted \$49,214.00 for the flooring replacement on the second floor of the Police Administration Building and \$18,674.00 for the Police Annex Building for a total bid of \$67,888.00. Cushings is a local company and provided the lowest, responsive, and responsible bid so local preference was not a factor in the evaluation. As a result, the Police Department is recommending this project be awarded to Cushings Commercial Carpet, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The*

Pantagraph and on OpenGov on January 9, 2023.

FINANCIAL IMPACT: If approved, the flooring will be paid from the Police Department-Repair/Maintenance Building account (10015110 -70510) in the amount of \$67,888. Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 226.

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: Jared Roth,

ATTACHMENTS:

[PD 1B Agreement](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
CUSHINGS COMMERCIAL CARPETS INC
FOR
POLICE DEPARTMENT FLOORING REPLACEMENT PROJECT – MAIN BUILDING**

THIS AGREEMENT, dated this ____ day of February, 2023, is between the City of Bloomington, IL (hereinafter “CITY”) and Cushings Commercial Carpets 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.

 X This Agreement was subject to the following procurement initiative by the CITY:
Bid #2023-18 Police Department Flooring Replacement Project (hereinafter “REQUEST”).
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as “PROCUREMENT DOCUMENTS” and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

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

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

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

 X Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein by the procurement documents.

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.

X 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:

Cushing Commercial Carpets Inc.
Attn: Travis Wieland
1107 W Chestnut Street
Bloomington IL 61701

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.

 X By the date stated in the PROCUREMENT DOCUMENTS or no later than September 15, 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

VENDOR

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The removal and replacement of various types of flooring in the main Police Department Administration and Annex Buildings including selective demolition, moving of furniture, removal and proper disposal of current flooring, preparation of the area for the new flooring, and installation of all the flooring and other work-related items identified in the specifications and plans provided in Bid #2023-18 Police Department Flooring Replacement Project documents.

**EXHIBIT B
PAYMENT TERMS**

ITB No. Bid #2023-18
Police Department Flooring Replacement Project

Administration Building

Line Item #1: All work included in the Police Department Administration Building as shown on the specifications and plans in the Procurement Documents.

Subtotal: \$44,740.00

Line Item #2: Contingency - 10% of Administration Building Base Bid in Line Item #1 above. A contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs

Subtotal: \$4,474.00

Total for work at the Police Department Administration Building: \$49,214.00

Annex Building

Line Item #1: All work included in the Police Department Annex Building as shown on the specifications and plans in the Procurement Documents.

Subtotal: \$16,977.00

Line Item #2: Contingency - 10% of Annex Building Base Bid in Line Item #1 above. A contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

Subtotal: \$1,697.00

Total for work at the Police Department Annex Building: \$18,674.00

TOTAL BID PROPOSAL FOR THE POLICE DEPARTMENT FLOORING REPLACEMENT PROJECT: \$67,888.00. (Note that the total contingency amount of \$6,171 included in this total is for the sole use of the Owner to cover unanticipated costs but may not be used and is not a guaranteed amount.)

Work should be completed by September 15, 2023. Work could possibly be completed earlier but there are some supply issues with some of the flooring products.



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current intergovernmental agreement expired December 31, 2022. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 and represents payment for use from January 1, 2023 to December 31, 2023. This is a one-year agreement.

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

FINANCIAL IMPACT: If approved, the Town of Normal will pay \$8,221.98 for the use of the Police Range in calendar year 2023. The revenue will be recorded under the Police Department - Town of Normal (10015110-53350). Stakeholders can locate this in FY 2023 Budget Book titled "Budget Overview & General Fund" on page 225.

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: Jennifer Bielfeldt, Office Manager

ATTACHMENTS:

PD 2B Intergovernmental Agreement - Normal

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief. The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2023. This fee shall be paid on January 1st of 2023 and shall represent payment for use from January 1, 2023, until December 31, 2023. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees. In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2023, and terminating on December 31, 2023. First payment is due January 1, 2023.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

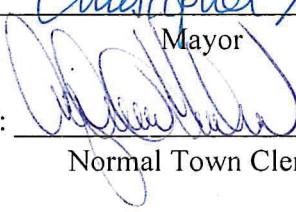
01.30.23
Date

TOWN OF NORMAL

By: _____


Mayor

ATTEST: _____


Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____

Mayor

ATTEST: _____

Bloomington City Clerk



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current intergovernmental agreement expired December 31, 2022. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2023 to December 31, 2023. This is a one-year agreement.

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

FINANCIAL IMPACT: If approved, McLean County will pay \$8,221.98 for the use of the Police Range in calendar year 2023. The revenue will be recorded under the Police Department McLean County account (10015110-53320). Stakeholders can locate this in FY 2023 Budget Book titled "Budget Overview & General Fund" on page 225.

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: Jennifer Bielfeldt, Office Manager

ATTACHMENTS:

PD 3B Intergovernmental Agreement - McLean County

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2023. This fee shall be paid on January 1st of 2023 and shall represent payment for use from January 1, 2023 until December 31, 2023. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2023 and terminating on December 31, 2023. First payment is due January 1, 2023.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

January 12, 2023
Date

COUNTY OF MCLEAN
By: [Signature]
Chairman, McLean County Board

By: [Signature]
Sheriff, McLean County

ATTEST: Kathy Michael
McLean County Clerk

Date

CITY OF BLOOMINGTON
By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Approval of an Intergovernmental Agreement Between the City of Bloomington and County of McLean, IL regarding the 2023 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Justice Assistance Grant (JAG) is awarded to fund certain law enforcement related expenses such as training, technology, and equipment. The City of Bloomington, Town of Normal, and the County of McLean are separate jurisdictions; and the Bloomington Police Department has historically administered the grant for these jurisdictions. A requirement of accepting the Grant is an intergovernmental agreement between the jurisdictions which defines the roles and the amounts each jurisdiction is to be awarded. An agreement is required even if one or more of the jurisdictions does not receive funds. The McLean County will receive \$4,000.00, the Town of Normal will receive \$9,322.00 and the City will receive \$24,549.00 from the JAG Award.

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

FINANCIAL IMPACT: The Bloomington Police Department will receive \$24,549.00. These funds will be recorded in the Police-JAG Grant account (10015110-53155). Stakeholders can locate this in FY 2023 Budget Book titled "Budget Overview & General Fund" on page 225.

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: Jennifer Bielfeldt, Office Manager

ATTACHMENTS:

[PD 4B JAG 2023](#)

GMS Application Number: GRANT13686637

THE STATE OF Illinois

CONTRACT NO. _____

COUNTY OF McLean

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL AND THE COUNTY OF MCLEAN, IL

2022 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2022, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as County; the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County, Town, and City Government codes: and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the City agrees to provide the COUNTY \$4000.00 from the JAG Award.

WHEREAS, the City agrees to provide the TOWN \$9322 from the JAG Award.

WHEREAS, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY, TOWN, and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY total of \$4000.00 of JAG Funds.

Section 2.

CITY agrees to pay TOWN a total of \$9322 of JAG Funds.

Section 3.

City agrees to use \$24549 for technology, training, and equipment.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

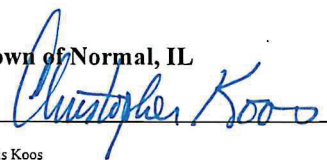
Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Bloomington, IL

Mboka Mwilambwe
Mayor, City of Bloomington

Town of Normal, IL



Chris Koos
Mayor, Town of Normal

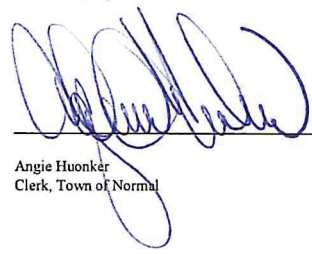


Brian Day
Corporate Counsel, Town of Normal

COUNTY of McLean, IL



John McIntyre
McLean County Board Chairman

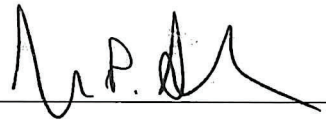


Angie Huonker
Clerk, Town of Normal

ATTEST: APPROVED AS TO FORM:

Lesli Yocum
City Clerk for the City of Bloomington

Jeff Jurgens
City Attorney



Jon Sandage
McLean County Sheriff



Kathy Michael
McLean County Clerk



Assistant Civil State Attorney



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW February 27, 2023

P AUD IMBACTED: City-Wide Impact

SLJKECT: Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority's Home Repair and Accessibility Program in the Amount of \$350,000.00, as requested by the Economic & Community Development Department.

UECOMMENDED MOTION: The proposed Resolution be approved.

STUATEGIC BWAN WNY:

Goal 4. Strong Neighborhoods

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STUATEGIC BWAN SIGNIRICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

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

JACYGUOLND: On August 11, 2022, the Illinois Housing Development Authority (IHDA) announced a request for applications under their new Home Repair and Accessibility Program (HRAP). The HRAP program for IHDA merges their Single-Family Rehabilitation program (SFR) and the Home Accessibility Program (HAP). With the HRAP program, eligible households may receive up to \$45,000 in assistance for eligible repairs and/or accessibility improvements. Eligible repairs and improvements address health, life, safety, code issues, and accessibility issues within homes. Assistance provided through the program is financed through zero percent (0%) interest five-year forgivable loans from IHDA. The Community Enhancement Division within the Economic and Community Development Department submitted an application for these funds in September 2022. In December 2022, IHDA announced that the City would receive \$350,000.00 through the program.

The City has a long history with IHDA community revitalization and repair programs. Three previous rounds of SFR and one round of HAP funding have been used to perform 23 projects for residents. With this funding, the City will be able to complete rehabilitation work on approximately 7 single-family homes in the community. Full eligibility criteria will be announced at a later date, but, like other IHDA housing rehabilitation programs the City has historically offered, the income limit is households with annual incomes at or below eighty percent (80%) of the Area Median Income (AMI). Community members on the wait list from Rounds 2 and 3 of the SFR program will have the opportunity to apply for HRAP first. After that wait list is exhausted, new applications will be accepted on a first come, first serve basis. The grant does allow for up to five percent (5%) of funding to be used to cover administration expenses related to the grant.

IHDA requested that awarded organizations pass a Resolution accepting the HRAP grant. If approved, the Resolution and accompanying grant documentation will be sent to IHDA when fully executed.

COMMLNIT/ GUOLBSVNTEUESTED BEUSONS CONTACTED: Housing rehabilitation needs were identified in the City's 2020-2024 Community Development Block Grant (CDBG) Consolidated Plan. This plan was built with significant community feedback and engagement to identify community development needs within the City. This grant amplifies the efforts to create and maintain affordable and accessible housing options for the community. The HRAP application included letters of support from Mid-Central Community Action (MCCA), the McLean County Regional Planning Commission (MCRPC), the West Bloomington Revitalization Project (WBRP), Habitat for Humanity of McLean County, and Mayor Mwilambwe.

RINANCIAW IMBACT: Failure to submit award documents would result in the loss of \$350,000.00 in grant funding to support housing rehabilitation for income-qualified community members. Reimbursement for staff time on both administrative and rehabilitation service delivery will reduce General Fund staff costs. All other eligible project expenditures are reimbursed at one hundred percent (100%) with no match required.

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEHEVOBMENT IMBACT: This request is for the City to fund the goals of the 035H: Goals 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) and H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 4B Resolution](#)

RESOLUTION NO. 2023 - _____

**A RESOLUTION APPROVING THE ACCEPTANCE OF A GRANT FROM THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY'S HOME REPAIR AND ACCESSIBILITY PROGRAM IN THE
AMOUNT OF \$350,000.00**

WHEREAS, the Illinois Housing Development Authority (the "Authority") has issued to the City of Bloomington that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to issue a grant from the Home Repair and Accessibility Program (the "Program") to the City of Bloomington in an amount not to exceed Three Hundred and Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "Grant") and the City of Bloomington will use the Grant funds solely and exclusively for eligible activities in connection with Program and for no other purpose; and

WHEREAS, the City Council deems it to be in the best interest of the City of Bloomington to accept the Grant;

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

Section 1. The City of Bloomington is authorized to accept the Commitment and enter into a Program Funding Agreement for the Program (the "Agreement") with the Authority wherein the City of Bloomington agrees to perform Program services in return for the Grant.

Section 2. The City of Bloomington hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for the City of Bloomington to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements).

Section 3. Mboka Mwilambwe, the Mayor of the City of Bloomington, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of the City of Bloomington, the Commitment, the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of the City of Bloomington as they deem necessary to effectuate the foregoing Resolutions.

Section 4. The City of Bloomington hereby ratifies, authorizes, confirms, and approves any prior action of the City of Bloomington taken in furtherance of the foregoing Resolutions and any and all documents and instruments previously executed on behalf of the City of Bloomington in connection with the Grant.

PASSED this 27TH day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving a First Amendment to Economic Incentive Agreement By and Between the City of Bloomington, Illinois and Forgetful Friends, LLC, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

Objective 3c. Revitalization of older commercial homes

BACKGROUND: On May 24th, 2022, Council approved an Economic Incentive Agreement between the City and Forgetful Friends, LLC. The agreement included obligations of the Developer, Forgetful Friends, LLC, including presenting a plan to the City specifying the improvements to be made, which the Developer has fulfilled, and obtaining all necessary permits within 30 days of approval, which the Developer has also fulfilled. Additional obligations include obtaining a Certificate of Occupancy for all three retail spaces and the basement of the property on or before April 1, 2023. The main space is being leased to Red Raccoon Games and the other two retail spaces will begin retail operations on or before October 31, 2023, unless delayed by Force Majeure. Force Majeure being causes beyond the reasonable control of the Developer.

Throughout the past three years the economy has suffered from a pandemic, heightened inflation, supply chain backlogs, labor shortages, and other local and world events causing major issues within the construction and development industry. These delays qualify under Force Majeure, being outside of the reasonable control of the Developer. Due to these issues, the Economic & Community Development (ECD) Department is requesting the first amendment to the Redevelopment agreement ([E&CD 1C Economic Incentive Agreement_First Amendment_Redacted](#)) that will reasonably allow the Developer to complete the project.

This amendment extends the date to obtain a Certificate of Occupancy for the three retail spaces from April 1, 2023, to October 31, 2023, and the date to commence operation of the two other Businesses from October 31, 2023, to April 30, 2024. This extension is believed to be a reasonable extension through conversations with both Forgetful Friends, LLC and the City's ECD Department. In addition, if approved, annual payment dates will change from March 31st to June 30th and the agreement end date will be adjusted from March 31, 2029

to June 30, 2029 still maintaining the agreement will also end once \$196,900 in total reimbursement has occurred, whichever is sooner. These changes are in response to the extensions to the opening of the Businesses and do not change the amount of the agreement nor the intent of the agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This amendment provides additional time for the Business to complete renovations and attract new businesses to the City of Bloomington. Without this time extension, the Incentive Agreement passed by City Council on May 24th, 2022, would become null and void, leaving a financial gap in the project financing and making the project financially unviable.

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-4.5 (Identify and reduce barriers for local growth and economic development).

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Economic Incentive Agreement_First Amendment_Redacted](#)

[E&CD 1D Economic Incentive Agreement_Executed_Redacted](#)

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING A FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND FORGETFUL FRIENDS, LLC**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, on May 24, 2022, the City approved an Economic Incentive Agreement (Agreement) with Forgetful Friends, LLC (hereinafter “Developer”) related to the redevelopment of 110 E Jefferson Street in Bloomington, Illinois (hereinafter “Redevelopment”); and

WHEREAS, the Developer has experienced issues related to supply chain backlogs and is seeking a delay for the opening of the Redevelopment.

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

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

Section 2. The First Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Forgetful Friends, LLC is hereby approved.

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

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

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

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

PASSED this 27th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND
BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND
FORGETFUL FRIENDS, LLC**

This First Amendment, made and entered into this ____ day of _____, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and FORGETFUL FRIENDS, LLC, (hereinafter “DEVELOPER”), WITNESSETH that:

WHEREAS, on May 24, 2022, an Economic Incentive Agreement (“Agreement”) was made between CITY and DEVELOPER in order to assist in the redevelopment of 110 E Jefferson Street, Bloomington, Illinois (“Subject Property”); and

WHEREAS, there has been a continued delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the occupancy date and thereby all coinciding dates to follow the occupancy dates; and

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

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

Section 2. Amendments. The Agreement shall be amended as set forth in this Section.

A. Section 2(A) of the Agreement shall be amended as follows:

On or before September 30, 2022, the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion; and, obtain certificates of occupancy from the City for all three retail spaces and the aforementioned basement on or before ~~April 1, 2023~~ October 31, 2023.

B. Section 2(B) of the Agreement shall be amended as follows:

The Developer covenants and agrees to renovate the Subject Property in order to create one primary retail space and a basement, including an elevator to increase accessibility; as well as two additional retail spaces to be leased by Developer. The primary retail space, including the basement and elevator is to be leased to Bowties & Fezzes, LLC dba Red Raccoon Games, to be used as a retail and amusement

space to be called Red Raccoon Games (the “Red Raccoon”) on or before ~~April 1, 2023~~ October 31, 2023, unless delayed by Force Majeure as described in Section 6. The Developer covenants and agrees the primary retail space of the Subject Property will be leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease without interruption for a period not less than six (6) years. The Developer covenants and agrees to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to renovate the Subject Property in order to provide two additional retail spaces (the “Businesses”), each 2,500 square feet, on or before ~~April 1, 2023~~ October 31, 2023, and begin retail operations in both spaces on or before ~~October 31, 2023~~ April 30, 2024.

C. Section 3(A) of the Agreement shall be amended as follows:

Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtained a certificate of occupancy for the Red Raccoon and the Businesses on or before ~~April 1, 2023~~ October 31, 2023, the City hereby covenants and agrees to annually reimburse the Developer in amounts as outlined below:

1. Fifty percent (50%) of the Municipal Sales Taxes, as defined below, generated by Red Raccoon and one-hundred percent (100%) of the Municipal Sales Tax revenue generated by the Businesses, but only in the event that the Businesses located therein are new to the City of Bloomington, and distributed to the City by the Illinois Department of Revenue (IDOR) until the first to occur: (i) receipt of \$196,900 by the Developer from a combination of the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided; or, (ii) ~~March 31, 2029~~ June 30, 2029. It is understood and agreed that Municipal Sales Taxes are defined as the 1% Retailer’s Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and the City’s 2.5% Home Rule Sales Tax (together known as the “Municipal Sales Taxes”). The first payment to the Developer will be made on or before ~~March 31, 2024~~ June 30, 2024, for tax year 2023; continued annually on or before ~~March 31~~ June 30 until the first to occur (i) the Developer has received \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided or (ii) ~~March 31, 2029~~ June 30, 2029.

2. One hundred percent (100%) of the City of Bloomington’s portion of the real estate taxes generated by the Subject Property (the “Property Tax Revenue”) until the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) ~~March 31, 2029~~ June 30, 2029.

D. Section 4 of the Agreement shall be amended as follows:

Unless earlier terminated pursuant to Section 15 thereof, the term of this Agreement shall commence upon execution by the parties and shall terminate on the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) ~~March 31, 2029~~ June 30, 2029.

Section 3. Force & Effect. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

FORGETFUL FRIENDS, LLC

By: _____
Its City Manager

By:  _____
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Forgetful Friends, LLC

24th

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this day of May 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Forgetful Friends, LLC (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety, and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business, and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a

disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of East Jefferson Street and North Main Street, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has acquired the property located at 110 E Jefferson Street, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into three (3) retail spaces with a usable basement; and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety, and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions, and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before September 30, 2022, the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion; and, obtain certificates of occupancy from the City for all three retail spaces and the aforementioned basement on or before April 1, 2023.

B. The Developer covenants and agrees to renovate the Subject Property in order to create one primary retail space and a basement, including an elevator to increase accessibility; as well as two additional retail spaces to be leased by Developer. The primary retail space, including the basement and elevator is to be leased to Bowties & Fezzes, LLC dba Red Raccoon Games, to be used as a retail and amusement space to be called Red Raccoon Games (the "Red Raccoon"), on or before April 1, 2023, unless delayed by Force Majeure as described in Section 6. The Developer covenants and agrees the primary retail space of the Subject Property will be leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease without interruption for a period not less than six (6) years. The Developer covenants and agrees to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to renovate the Subject Property in order

to provide two additional retail spaces (the "Businesses"), each 2,500 square feet, on or before April 1, 2023, and begin retail operations in both spaces on or before October 31, 2023.

C. Developer covenants that the Project shall require an investment of approximately \$1,589,000 to redevelop the Subject Property and commence operation of the Red Raccoon and the Businesses. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of no less than \$1,589,000.

D. Developer covenants and agrees, throughout the term of this Agreement the primary retail space of the Subject Property will be maintained, operated by, and leased to Bowties & Fezzes, LLC dba Red Raccoon Games, or another fully operational retail establishment under a commercially reasonable lease. The Developer covenants and agrees throughout the term of this agreement to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to lease all retail spaces of the Subject Property in conformance with all applicable local, state, and federal laws, as well as require all of its tenants to do the same under any and all leases signed for each locations.

E. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Red Raccoon and

the Businesses on or before April 1, 2023, the City hereby covenants and agrees to annually reimburse the Developer in amounts as outlined below:

1. Fifty percent (50%) of the Municipal Sales Taxes, as defined below, generated by Red Raccoon and one-hundred percent (100%) of the Municipal Sales Tax revenue generated by the Businesses, but only in the event that the Businesses located therein are new to the City of Bloomington, and distributed to the City by the Illinois Department of Revenue (IDOR) until the first to occur: (i) receipt of \$196,900 by the Developer from a combination of the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided; or, (ii) March 31, 2029. It is understood and agreed that Municipal Sales Taxes are defined as the 1% Retailer's Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and the City's 2.5% Home Rule Sales Tax (together known as the "Municipal Sales Taxes"). The first payment to the Developer will be made on or before March 31, 2024, for tax year 2023; continued annually on or before March 31 until the first to occur (i) the Developer has received \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided or (ii) March 31, 2029.

2. One hundred percent (100%) of the City of Bloomington's portion of the real estate taxes generated by the Subject Property (the "Property Tax Revenue") until the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) March 31, 2029.

B. Provided that the Developer has satisfied the requirements as stated previously, the City will provide 12 parking passes, valued at \$50 per month per pass, for the Market Street Parking Garage to the Developer, at no cost to the Developer, for six (6) years beginning January

1, 2023, and ending December 31, 2028, whether or not the agreement has been terminated pursuant of Section 4. If the Market Street Parking Garage is not operational through the duration of this Agreement, the City and Developer shall work together in good faith to find other parking accommodations.

C. In addition to the distribution to the Developer of the Municipal Sales Taxes, the Property Tax Revenue, and the parking passes, the Developer may apply for the City grant program called the Harriet Fuller Rust Grant Program (the "RUST Grant") for an amount of \$25,000. It is understood and agreed that the Developer's application for the RUST Grant will be objectively reviewed by the City and granted if said application meets the required guidelines and criteria without consideration of the benefits due to the Developer pursuant to this Agreement.

D. In no event shall the taxes generated by any other business operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Municipal Sales Tax generated by the Developer.

E. In the event the Subject Property is no longer leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease; and the other two retail spaces in the Subject property are no longer leased to additional fully operational retail establishments under commercially reasonable leases at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

<u>Year of Termination of Operations</u>	<u>Percentage of Prior Amounts Received by Developer to be Repaid to City</u>
<u>2024</u>	<u>100%</u>
<u>2025</u>	<u>100%</u>
<u>2026</u>	<u>80%</u>
<u>2027</u>	<u>60%</u>
<u>2028</u>	<u>40%</u>
<u>2029</u>	<u>20%</u>

F. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence upon execution by the parties and shall terminate on the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) March 31, 2029.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel

shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

The Subject Property may not be conveyed by the Developer and/or this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or

employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual

delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Jamison J Mathy
611 E Washington St
Bloomington, IL 61701

With a copy to:

Nathan Hinch - Meyer Capel Law Firm
202 N. Center St.
Bloomington, IL 61701

To the City:

Tim Gleason, City Manager
 City of Bloomington
 115 E. Washington St.
 Bloomington, Illinois 61701

With copies to:

Kathleen Field Orr
 2024 Hickory Road
 Suite 205
 Homewood, Illinois 60430

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

Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to all employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

C. If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

D. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after

giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

F. The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

G. This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By:

Mayor

Moose Murbauer

Attest:

Lauren Smith-Jones
City Clerk



Forgetful Friends, LLC, an Illinois Limited Liability Company

By:

President

Attest:

Secretary



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW February 27, 2023

P AUD IMBACTED: City-Wide Impact

SLJFECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, in the Amount of \$593,928.88 and Transferring the Same Amount to the Golf Fund to Pay Cash for Equipment and Address Deferred Building Maintenance, as requested by the Finance Department.

UECOMMENDED MOTION: The proposed Ordinance be approved.

STUATEGIC BWAN WNK:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

JACKGUOLND: The Golf Fund historically has needed subsidy assistance related to Capital Expenditures. Capital Projects have historically been subsidized by the General Fund. Capital Equipment has been financed in order to spread the purchase costs over five years.

Fiscal Year 2023 ("FY23") General Fund revenue trends indicate the General Fund will be adding to reserves for the fiscal year. This projection provides the City an opportunity to strategically review needs and pending transactions, and proactively execute those in the most efficient manner possible.

On October 24, 2022, Council approved \$396,397.22 in Golf Fund related equipment purchases to be financed via a capital equipment lease. There has been \$76,531.66 in other miscellaneous purchases made, also budgeted to be financed via a lease, including \$49K in pending items from Fiscal Year 2022 ("FY22"). Leases are executed after the fact to ensure the proper amount is borrowed, i.e., the lease has not yet been executed.

Due to the reserve projections for the General Fund, and in further alignment with the City's strategic initiative to remove dependence on borrowing for Capital Equipment, the Finance Department is recommending subsidizing the Golf Fund by \$472,928.88 for these equipment purchases, so that the Fund may pay cash. This will save the fund over \$60,000 in interest expense over the next 5 years.

In addition, there are maintenance/repair needs that have surfaced during the fiscal year that need addressed including building drainage issues at The Den and various updates to lighting, bathrooms, and flooring. While the Golf Fund could use its reserves for these updates, this would take the Fund's reserves down to nearly zero. The Finance Department is therefore recommending an additional subsidy of \$121,000 to coincide with the equipment coverage transfer. This transfer will ensure the stability of the fund and address

another strategic initiative of keeping the City's existing facilities in good repair.

COMMUNITY GOALS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the budget amendment is approved, a use of General Fund Reserves in the amount of \$593,928.88 will be processed to transfer these funds from the General Fund to the three Golf Divisions (Golf Fund - Highland Park \$106,511.72; Prairie Vista \$274,783.38; and The Den at Fox Creek \$212,633.78). Please see the [FIN 1C Ordinance Exhibit A](#) for the specific account information. Stakeholders can locate information about the Golf Fund in the FY23 Budget Book titled "Other Funds & Capital Improvement" on pages 169-183.

AMERICAN UESCLE BOUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - ____

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

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

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to utilize General Fund Reserves in the amount of \$593,928.88 and transfer the same amount to the Golf Fund (Highland Park \$106,511.72; Prairie Vista \$274,783.38; The Den at Fox Creek \$212,633.78) - to pay \$472,928.88 in cash for equipment that has been previously approved to be financed via a capital equipment lease, and \$121,000 to address deferred building maintenance including clubhouse improvements at Prairie Vista and The Den at Fox Creek. as recommended by the Finance Department.

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

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

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

Section 3. The City Clerk 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 27th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10010010-40000	General	Use of Fund Balance	\$ (593,928.88)	
10019180-89566	General	To Highland Park Golf Course	\$ 106,511.72	
10019180-89565	General	To Prairie Vista Golf Course	\$ 274,783.38	
10019180-89564	General	To The Den at Fox Creek Golf Course	\$ 212,633.78	
56406400-85100	Golf	From General Fund	\$ (106,511.72)	
56406410-85100	Golf	From General Fund	\$ (274,783.38)	
56406420-85100	Golf	From General Fund	\$ (212,633.78)	
56406400-72140	Golf	Highland Park Golf-Cap. Outlay Eq. Other than Office	\$ 106,511.72	
56406410-70510	Golf	Prairie Vista-Repair Maint. Building	\$ 63,000.00	
56406410-72140	Golf	Prairie Vista-Cap. Outlay Eq. Other than Office	\$ 211,783.38	
56406420-70510	Golf	The Den at Fox Creek-Repair Maint. Building	\$ 58,000.00	
56406420-72140	Golf	The Den at Fox Creek-Cap. Outlay Eq. Other than Office	\$ 154,633.78	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW February 27, 2023

P AUD IMBACTED: Ward 3

SLJKECT: Consideration and Action on an Ordinance Approving the Final Plat of the Sixteenth Addition to Hawthorne Commercial Subdivision, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Ordinance be approved.

STUATEGIC BWAN WNF:

Goal 5. Great Place - Livable, Sustainable City

STUATEGIC BWAN SIGNIRICANCE:

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

Objective 5b. City decisions consistent with plans and policies

JACFGUOLND: The Petitioner, Terra, LLC, is requesting approval of a Final Plat for Hawthorne Commercial Subdivision located south of General Electric Road and west of Towanda Barnes Road. Approximately 24 acres of land in the area are unplatted. The total area being platted is 6.94 acres.

The proposed final plat consists of 15 single family lots, one multi-family lot, and a right of way dedication for Kaybee Drive, located between Woodbine Road and Leslie Drive. The lot configuration is consistent with the subdivision's Amended Preliminary Plan approved by Council on February 14, 2022 (Ord. 2022-7). The property is a part of existing Parcel Identification Numbers 15-31-278-003 and 15-31-276-026.

This area has multiple zoning designations. Lots 188 through 202 are zoned R-2 (Mixed Residence District). Lot 187 is zoned R-3A (Multiple-Family Residence District). The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

A surety, such as a bond or letter of credit, is required to assure construction of public improvements. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup its costs to install public infrastructure. See [PW 2J Tap On Memo](#) attached for additional information. Both the surety and the tap on fee payment are required within 90 days of approval of PW 2B Ordinance, otherwise the approval becomes null and void in accordance with Section 24-305 of the City Code.

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: Terra, LLC

RINANCIAW IMBACT: Terra, LLC, paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property. If developed, the property may add to the City's property tax base.

AMERICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEVOBMENT IMBACT: This request meets the following goals and objectives of the Jloomington Comprehensive Blan 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); Objective UEW-1.7 (Reliable and efficient collections systems sanitary sewer, combined sewer, and storm sewer systems to protect public health, safety and the environment); Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode); Objectives ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand) and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[PW 2B Ordinance](#)

[PW 2C Final Plat](#)

[PW 2D Owners Petition](#)

[PW 2E County Clerks Certificate](#)

[PW 2F Owners Certificate_Redacted](#)

[PW 2G School District Certificate_Redacted](#)

[PW 2H Final Plat Checklist](#)

[PW 2I Final Plat Map](#)

[PW 2J Tap On Memo](#)

[PW 2K Drainage Statement_Redacted](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of The Sixteenth Addition to Hawthorne Commercial Subdivision dated January 17, 2023, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

Section 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The Final Plat of The Sixteenth Addition to Hawthorne Commercial Subdivision dated January 17, 2023, is hereby approved. However, the Final Plat shall not be recorded until the City receives the Performance Guarantee for public improvements in the amount of \$1,150,846.40 and the tap on fees in the amount of \$62,469.82. If the City does not receive the Performance Guarantee and tap on fees within 90 days of passage, this approval shall become null and void in accordance with Section 24-305 of the City Code.

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

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

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

PASSED this 27th day of February 2023.

APPROVED this ____ day of _____ 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Description of Property

Legal Description Tract I

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the McLean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 600.00 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E. 600.00 feet to the Point of Beginning, containing 2.07 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tract of land:

Legal Description Tract II

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 545.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet on said west right of way line of Leslie Drive; thence N.90°-00'-00"W. 545.00 feet to the east right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 389.00 feet to the Point of Beginning, containing 4.87 acres, more or less, with assumed bearings given for description purposes only.

LYB
www.lybinc.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 North Main Street, Bloomington, Illinois
Ph. (309) 829-2572

DRN.	JSB	X
DSN.		X
APP.		

2726
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
DAVID P. BROWN
SIGHTLY

➤

OF: 1

FINAL PLAT
SIXTEENTH ADDITION TO HAWTHORNE
COMMERCIAL SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
MCLEAN COUNTY, ILLINOIS

45128.071

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) Krishna Balakrishnan, hereinafter referred to as “Petitioner(s)”, respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Final Plat for the subdivision of said property to be known and described as Sixteenth Addition to Hawthorne Commercial Subdivision;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Sixteenth Addition to Hawthorne Commercial Subdivision, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Name: Krishna Balakrishnan
Title: Owner, Terra, LLC

EXHIBIT A
Sixteenth Addition to Hawthorne Commercial Subdivision
LEGAL DESCRIPTION

PIN(S): 15-31-276-026, 15-31-278-003

Legal Description Tract I

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the McLean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007- 99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'- 00"E. 600.00 feet on said west right of way line of Woodbine Road; thence N.90°-00'- 00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E. 600.00 feet to the Point of Beginning, containing 2.07 acres, more or less, with assumed bearings given for description purposes only. Together with the following described tract of land:

Legal Description Tract II

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 545.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 389.00 feet on said west right of way line of Leslie Drive; thence N.90°-00'-00"W. 545.00 feet to the east right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 389.00 feet to the Point of Beginning, containing 4.87 acres, more or less, with assumed bearings given for description purposes only.

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 20 day of January, 2023, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat of the Sixteenth Addition to Hawthorne Commercial Subdivision attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said plat.

Kathy Michael
County Clerk, McLean County, Illinois

(SEAL OF SAID COUNTY)

Tax Parcel I.D. Part #15-31-276-026
Tax Parcel I.D. Part #15-31-278-003

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of Sixteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct plat of Sixteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by David P. Brown, Illinois Professional Land Surveyor Number 2725; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals
this 23 day of January, 2023.

Owner(s): TERRA, L.L.C.

BY: 
Krishna Balakrishnan
Manager

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Krishna Balakrishnan is (are) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant of certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 23 day of
January, 2023.



Notary Public



SCHOOL DISTRICT CERTIFICATE

TERRA, L.L.C., owner of the property described in the Surveyor's Certificate of the tract of land platted as Sixteenth Addition to Hawthorne Commercial Subdivision, certify that to the best of my knowledge and belief that said platted land is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

TERRA, L.L.C.

By: _____

Krishna Balakrishnan
Manager

Attest _____

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Krishna Balakrishnan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 23 day of January, 2023.

Diane T. Siron
Notary Public



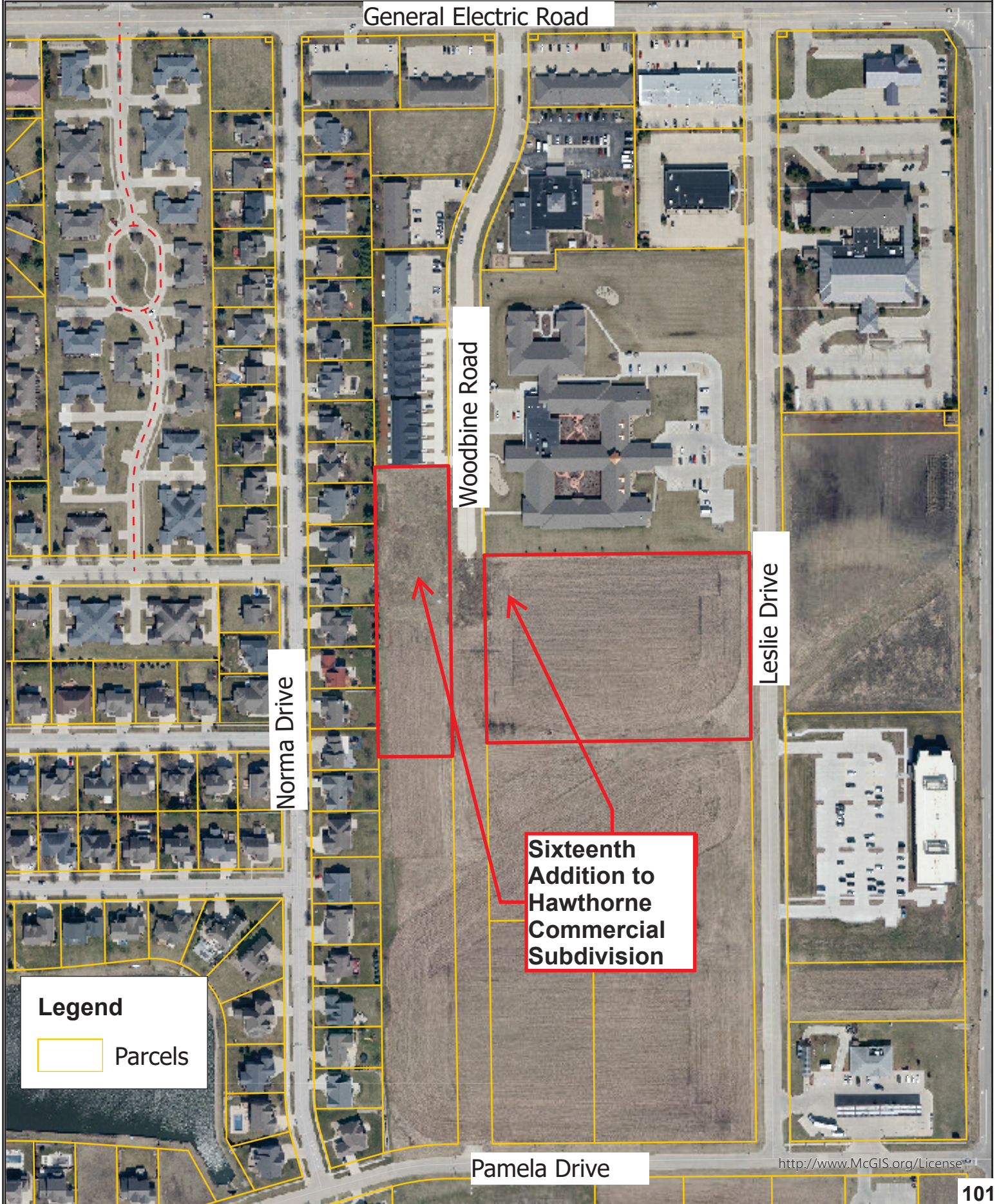


Terra, LLC (Sixteenth Addition to Hawthorne Commercial Sub.)

Date Prepared: 02/09/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	S/JL
	City Engineer's Signature Block	S/JL
	Clerk's Signature Block	S/JL
	Areas or facilities to be dedicated to the public	S/JL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	S/JL
	References to nearest street lines, Township, Sections lines, or monuments.	S/JL
	Name of Subdivision	S/JL
	Legal Description	S/JL
	Existing Parcel Id Number (PIN)	S/JL
	Surveyor's statement regarding any Special Flood Hazard Areas.	S/JL
	Total Acreage	S/JL
	Street Names	S/JL
	Proposed Lot numbers (consecutively numbered)	S/JL
	Front Yard Setbacks	S/JL
The following shall be provided:		
	School District Certificate	S/JL
	County Clerk's Certificate	S/JL
	Owner's Certificate	S/JL
	Drainage Statement	S/JL
	Owner's Petition	S/JL
	Ordinance	S/JL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	S/JL
	Digital CAD format submittal provided to Public Works	Not yet
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	S/JL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	S/JL
	Final Plat is signed by IL licensed surveyor	S/JL
	Plans for all public improvements approved by Public Works	S/JL

Sixteenth Addition to Hawthorne Commercial Subdivision



MEMORANDUM

Date: February 9, 2023
To: Glen Wetterow, City Planner
From: Steven J. Law, P.E.
Re: **Sixteenth Addition to Hawthorne Commercial Subdivision**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Sixteenth Addition to Hawthorne Commercial Subdivision**. The final plat is scheduled for Council consideration at the February 27, 2023 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$2082.00	\$1938.37	\$4,020.37
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$58,449.45	\$0.00	\$58,449.45
	Total				\$62,469.82

Subdivision area 6.94 acres. Frontage along G.E. Rd: 0'. Frontage along Leslie Drive: 389'
of Residential Dwelling Units: 15 Single Family; 1 Multi-Family at 71 Max. Units (3.11 ac. x 23 units/ac max.)

- 1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008
- 2) G.E.Valley Sewer Extn.: \$300/ac +interest** from 10/95; CPI used
- (3) G.E. Water Main: \$18/ft
- (4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)
- (5) Park Land Dedication Fee = (Persons/Dwelling Units) X (Dwelling Units) X (1 acre/100 Persons) X (Value of Land*) => (2.34 Persons/Dwelling Units) X (86 Dwelling Units) X (0.01 acre/Persons) X (\$29,044.65) = \$58,449.45.

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044.65/acre).

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Public Improvements (1.1 x \$1,046,224.00) = \$1,150,846.40

Total Bond Amount Required **\$1,150,846.40**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

DRAINAGE ACKNOWLEDGEMENT

Erin L. Estabrook, Licensed Professional Engineer, and TERRA, L.L.C., being the owners of the premises heretofore platted by David P. Brown, Illinois Professional Land Surveyor No. 2725 to be and become Sixteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois, do hereby acknowledge that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or planned unit development.

I further acknowledge that no portion of the Lots is within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.



Licensed Professional Engineer

OWNER(S): TERRA, L.L.C.

BY: 

Krishna Balakrishnan
Manager



CONSENT AGENDA ITEM NO. 7.F.

ROUTING: February 27, 2023

WARRANTY 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 Review and Hearing Process Clarifications, Removing Duplicative Language, and Updating Certain Zoning Classifications, 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 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4c. Preservation of property/home valuations
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: At the regular City Council meeting on August 23, 2021, the City Council approved Resolution No. 2021-31 to initiate text amendments to the Zoning Code intended to provide clarifications and address gaps left by the comprehensive code rewrite in 2019. Three amendments have already been adopted that pursue the instruction of the authorizing Ordinance: 2021-78, 2021-89, and 2022-99. Pursuant to the resolution, on November 2, 2022, staff reinitiated the discussion with the Planning Commission and subsequently submitted suggested language for amendment for their consideration. This final package of proposed text amendments is intended to complete the work instructed by Resolution 2021-31, to provide clarity, and to resolve some of the gaps that resulted from the comprehensive Zoning Code rewrite of 2019.

Amendments proposed for adoption address the following topics and issues:

- Move existing text to more intuitive locations in the Code
- Align Mobile Food and Beverage Vendor regulations with those from other Departments
- Reduce Legislative Site Plan Review requirements to districts with direct local impact, per the intent of the previous code
- Restore permissions in B-1 where restrictions became unintentionally burdensome when District classifications were condensed
- Make minor corrections identified in the course of this work
- Provide clarity regarding Use Provisions waivers as part of the Special Use process
- Update the Concurrent Review section to align with Use Provision waiver language
- Remove differentiation of hearing types
- Update quorum characterization to be of those members currently serving
- Allow Staff, Planning Commission, or the Zoning Board to initiate text amendments

- Clarify factors for consideration of Zoning Map Amendments and Text Amendments
- Clarify and update process items related to Commissions
- Move the GAP Form-Based code regulations out of the attachment and into the main text for easier access and understanding

On February 1, 2023, the Planning Commission held a public hearing and found that the amendments are in the public interest and voted 7-0 to recommend approval of the proposed text amendments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on January 16, 2022.

FINANCIAL IMPACT: Clarification and streamlining of development 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. Restoring the original intent of the Legislative Site Plan Process will continue to protect existing residents, while reducing the time and financial burden for development in our most intentionally intensive zoning districts. Inclusion of the GAP District code provisions within the main text of Chapter 44, and updating of the associated figures, will facilitate access and understanding of the District regulations and reduce barriers to development in this part of the Regeneration Area.

AMERICAN UESCLE PFAN RLNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goals N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), 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), ED-1. (Ensure a broad range of employment opportunities for all residents), ED-4. (Enhance the image of Bloomington as a business friendly community), D-1. (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), HL-5. (Provide access to healthy foods and promote food security to build community), and 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, Assistant City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report Z-24-21 02-01-2023](#)

[E&CD 2D DRAFT Minutes PC 02-01-2023](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO REVIEW AND HEARING PROCESS CLARIFICATIONS, REMOVING DUPLICATIVE LANGUAGE, AND UPDATING CERTAIN ZONING CLASSIFICATIONS

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, at the regular City Council meeting on August 23, 2021, the City Council approved Resolution No. 2021-31, per Chapter 44, 17-6 of the Bloomington City Code, to initiate various text amendments.; and

WHEREAS, pursuant to Resolution No. 2021-31, staff of the Economic and Community Development Department of the City of Bloomington, submitted to the Planning Commission suggested language amending the text of the Zoning Code [Chapter 44] Relating to Definitions, Review and Submission Process Clarification, and Updating Certain Zoning Classifications; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted public hearings on said proposed amendments to the text of the Bloomington City Code Chapter 44, Relating to the Review and Hearing Process Clarifications, Removing Duplicative Language, and Updating Certain Zoning Classifications, as set forth in Exhibit “A” and Exhibit “B”; 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, 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 petition to amend Chapter 44 to incorporate the language relating to the Review and Hearing Process Clarifications, Removing Duplicative Language, and Updating Certain Zoning Classifications, set forth in Exhibit “A,” and Exhibit “B,” is hereby approved and said Chapter is amended accordingly.

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

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

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

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

PASSED this 27th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, 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~~.

§ 44-405 [Ch. 44, 4-5] Development standards applicable to residential districts.

A. ~~(Reserved)~~ New construction in R-D District.

- (1) The main entrance to the dwelling shall face the primary street.
- (2) New construction shall be similar in mass and character to abutting properties, including roof pitch, eaves, building materials, windows, trim, color, and landscaping.
- (3) Quality materials. Exterior building materials shall be traditional, time- and weather-tested materials and techniques, such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.
- (4) Accessory buildings and structures. Garages, accessory dwelling units, and other accessory buildings and structures shall not be located between the front facade of the primary structure and front lot line. Garages shall be accessed from the alley. If alley access is not available, garages may be accessed by a single-slab or ribbon driveway connecting the garage to the right-of-way. Single-slab driveways and driveway aprons for single-slab and ribbon driveways shall meet the standards of § 44-404C(2)(b).
- (5) Ribbon driveway design standards.
 - (a) Ribbons shall be a minimum of two feet wide and a maximum of three feet wide.
 - (b) Ribbons shall be a minimum of three feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass or other ground cover used in the front yard.
 - (c) Ribbons shall be concrete, including decorative concrete, patterned concrete, and exposed aggregate concrete, porous asphalt, concrete pavers, paving blocks, or similar materials approved by the City Engineer.
- (6) Multiple-Family new construction in R-D.
 - (a) Location of parking. All off-street parking, as required by § 44-1208E of this UDO Code, shall be located in the rear of buildings.
 - (b) Driveways. Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or the property and street frontage.
 - (c) Location of service, loading, and utility areas. Service areas, dumpsters, utilities, and the required screening thereof shall not be visible from a right-of-way.
 - (d) Walkways. Pedestrian access shall be provided to the building entries and parking areas connecting to the sidewalk at the street frontage.

...

§ 44-501 [Ch. 44, 5-1] (Business Districts) Purpose and intent.

...

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
INSTITUTIONAL							
Religious							
Place of Worship	§ <u>P¹</u>	S	P ²	P ²	P ²		
Health							
...							
Hospital or Medical Center	§ <u>P¹</u>		S				
...							
Retail and Service							
...							
Mobile Food and Beverage Vendor	<u>P</u>	P	P	P		P	§ 44-1027

...

§ 44-505 [Ch. 44, 5-5] Development standards applicable to business districts.

A. Site plan review. Development proposals meeting the following criteria shall be subject to Site Plan Review in accordance with the requirements of Article XVII.

(1) New development, infill or redevelopment in any Business District.

(2) Building or site alteration in any Business District that includes one or more of the following:

(a) Expansion of the floor area or height of any building or structure by 20% or more.

(b) Alterations to off-street parking areas that increase or decrease the number of parking spaces by 20% or more.

(c) Exterior alterations that substantially modify a building's architectural appearance, including alteration of exterior building materials, rooflines or window openings.

(d) Other significant changes to site access, landscaping, parking and site characteristics as determined by the Zoning Administrator.

(3) Development proposals requiring Site Plan review that are in B-2, C-1, or D-2 shall require a public hearing in accordance with § 44-1709E.

B. Regulations Applicable to the D-1, D-2 and D-3 Districts.

...

§ 44-602 [Ch. 44, 6-2] Manufacturing District - permitted and special uses.

...

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
...			
Retail and service			
...			

Table 602A: Manufacturing District - Permitted and Special Uses

	M-1	M-2	Reference
Mobile Food and Beverage Vendor	P	P	§ 44-1027
Professional Office Furniture Sales	P	P	
...			

§ 44-702 [Ch. 44, 7-2] Public Interest Districts - permitted and special uses.

...

Table 702A: Public Interest Districts - Permitted and Special Uses

	P-1	P-2	P-3	Reference
Agricultural				
Agricultural		P	P	
Apiary, Beekeeping	S	S	S	§ 44-1005
Chicken-Keeping	S	S		<u>§ 44-1011</u>
...				
Retail and Service				
...				
Mobile Food and Beverage Vendor		P	P	§ 44-1027
...				

...

§ 44-801 [Ch. 44, 8-1] (Zoning Overlay District Regulations) Purpose and intent.

...

C. S-4 Historic Preservation District. The intent of this S-4 Historic Preservation District is to promote the-protection, enhancement, perpetuation, and use of improvements of special character or special historical interest or value. The City of Bloomington finds that the preservation of such resources is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of its citizens. This S-4 Historic Preservation District shall be applied as an overlay district in combination with underlying base zoning districts as shown on the Official Zoning Map. The purpose of the S-4 Historic Preservation District is to:

(1) Effect and accomplish the protection, enhancement, and perpetuation of such improvements ~~and of such districts~~ that represent or reflect elements of the City's cultural, social, economic, political, and architectural history;

...

§ 44-804 [Ch. 44, 8-4] S-4 Historic Preservation District.

A. Applicability.

...

B. Designation of Landmarks and Historic Districts.

(1) Nominations. A nomination for a historic landmark or historic district may be submitted by ~~a member of the Preservation Commission, at least 51% of the owner(s)~~ of record of the nominated property or structure(s), or the City Council, ~~or any other person or organization~~ and shall be submitted ~~made~~ on a form provided ~~prepared~~ by

~~it by the Preservation Commission office of Economic and Community Development.~~
(2) Criteria for consideration of nominations. The Preservation Commission shall, upon such

...

[1] In the case of a nominated historic district found to meet the criteria for designation:

[a] The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;

[b] The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of § 44-1710 of this Code.

~~[2] Proposed design guidelines for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district;~~

[3] The relationship of the nominated landmark or historic district to the ongoing effort of the Preservation Commission to identify and nominate all potential areas and structures that meet the criteria for designation;

...

~~(b) Public notice. Notice for all public hearings shall be given in accordance with § 44-1705A. Notice of the public hearing shall be distributed at least 15 days prior to the hearing, in the following manner:~~

~~[1] By mail. Notice shall be sent by mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic landmark or historic district. Notice shall include the date, time, place, and purpose of the public hearing and a copy of the completed nomination form.~~

~~[2] Newspaper. Notice shall also be published in a newspaper having general circulation in the City. Notice shall include the date, time, place, and purpose of the public hearing and shall state the street address and legal description of the nominated landmark and/or the boundaries of a nominated historic district.~~

~~(c) Public hearing. Public hearings shall be conducted in the manner provided in § 44-1705. Oral or written testimony concerning the significance of the nominated historic landmark or historic district shall be taken at the public hearing from any person concerning the nomination. The Preservation Commission may present expert testimony or present its own evidence regarding the compliance of the nominated historic landmark or historic district with the criteria for consideration of a nomination set forth in § 44-804B(2). The owner of any nominated landmark or of any property within a nominated historic district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony.~~

...

(d) Designating ordinance. Upon designation, the historic landmark or historic district shall be classified as a "S-4 Historic Preservation District" overlay district as provided in § 44-804A of this Code. The designating ordinance may prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; and sign

regulations. Procedures for issuance of certificates of appropriateness are contained in Article XVII of this Code.

- (e) The City Clerk shall record on all directly affected parcels, in the Office of the Recorder of Deeds of McLean County, a certified copy of the Designating Ordinance including all Exhibits and any supporting information or documents necessary to further the explanation of significant of the Landmark or Historic District.

...

§ 44-908 [Ch. 44, 9-8] **Accessory buildings and uses.**

On a lot devoted to a permitted principal use, customary accessory uses, and structures are authorized subject to the following standards and any applicable off-street parking requirements:

- A. Accessory uses shall be compatible with the principal use and shall not be established prior to the establishment of the principal use, except as permitted hereafter.
- B. Temporary storage for goods, products and materials associated with construction or remodeling of the principal structure shall not be subject to this section.
- C. Accessory uses. In addition to those uses permitted in a zoning district, the following accessory uses are permitted subject to the provisions of this subsection and any additional requirements of Article X.
 - (1) Beekeeping.
 - (2) Chicken keeping.
 - (3) Columbariums, when accessory to a place of worship, cemetery, mortuary.
 - (4) Home occupations.
 - (5) Roadside stands.
 - (6) Mobile Food and Beverage Vendors.

...

E. Accessory dwelling unit conversion and new construction.

- (1) Primary residence. The primary building shall be a single-family detached use and the primary residence of the owner of the property.
- (2) Size. Accessory dwelling units shall not be greater than 800 square feet or 50% of the size of the primary building, whichever is less.
- (3) Location. Accessory dwelling units shall be located in the rear of the primary structure and shall comply with all location requirements for accessory buildings found in § 44-908.
- (4) Orientation. Only one entrance shall be located on the front facade of the primary building. Entrances to accessory dwelling units must be located on the side or rear facade.
- (5) Access. Accessory dwelling units shall be accessed from the alley. If alley access is not available, both the primary building and the accessory dwelling unit shall be served by one common driveway connecting the accessory dwelling unit to a public or private road.
- (6) Parking. A minimum of one parking space shall be provided for the accessory dwelling unit in addition to the parking space(s) required for the primary building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking space, where one car is parked behind another, with the spaces required for the primary building shall be prohibited.
- (7) Architecture. Accessory dwelling units shall be similar in character to the primary building and to abutting properties, including roof pitch, eaves, building materials,

windows, trim, color, and landscaping.

...

§ 44-1002 [Ch. 44, 10-2] (Use Provisions) Applicability.

The provisions of this section apply to all Zoning Districts unless indicated otherwise. If there is a conflict between this section and the individual requirements of the Zoning District, the Zoning Administrator shall determine which standards control.

Uses subject to a Special Use Permit may be granted a waiver to any use provision as part of that permit, subject to the approval of the reviewing Board or Commission.

...

§ 44-1027. [Ch. 44, 10-27] Mobile food and beverage vending.

- A. ~~Operated by principal use. All mobile food and beverage vending businesses operated by the principal use shall be registered licensed with the City of Bloomington, per the requirements of § 38-923 and must operate within the confines of said license and the restrictions in Chapter 11 (Business Licenses, Registration and regulations) of the City Code. Said registration shall require the submission of the following information:~~
- ~~(1) Description of goods to be sold;~~
 - ~~(2) Hours of operation;~~
 - ~~(3) Site plan showing proposed location of such business; and~~
 - ~~(4) Name, address, and local telephone numbers of the person in charge of the portable food and beverage vending business.~~
- B. All mobile food and beverage vending businesses shall comply with the following:
- (1) Businesses operating on private property shall have the consent of the principal business owner/property owner;
 - (2) Operation may not obstruct traffic in the lot or reduce the number of parking spaces for the principal business below the number required by City Code.
 - (3) Operation shall be at least 15 feet from the front property line.

...

§ 44-1042 [Ch. 44, Sec. 10-42] (Reserved) ~~Single-family detached new construction in R-D District.~~

- A. ~~Orientation. The main entrance to a single-family detached dwelling shall face the primary street.~~
- B. ~~Accessory buildings and structures. Garages, accessory dwelling units, and other accessory buildings and structures shall not be located between the front facade of the primary structure and front lot line. Garages shall be accessed from the alley. If alley access is not available, garages may be accessed by a single-slab or ribbon driveway connecting the garage to the right-of-way. Single-slab driveways and driveway aprons for single-slab and ribbon driveways shall meet the standards of § 44-404C(2)(b).~~
- C. ~~Ribbon driveway design standards.~~
- ~~(1) Ribbons shall be a minimum of two feet wide and a maximum of three feet wide.~~
 - ~~(2) Ribbons shall be a minimum of three feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass or other ground cover used in the front yard.~~
 - ~~(3) Ribbons shall be concrete, including decorative concrete, patterned concrete, and exposed aggregate concrete, porous asphalt, concrete pavers, paving blocks, or similar materials approved by the City Engineer.~~
- D. ~~Architecture. Single-family detached new construction shall be similar in mass and~~

~~character to abutting properties, including roof pitch, eaves, building materials, windows, trim, color and landscaping.~~

- ~~E. Quality materials. Exterior building materials shall be traditional, time and weather-tested materials and techniques, such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.~~

§ 44-1043 [Ch. 44, Sec. 10-43] (Reserved) ~~Single-family attached new construction in R-D District.~~

- ~~A. Orientation. The main entrances to a single-family attached dwelling shall face the primary street.~~
- ~~B. Accessory buildings and structures. Garages and other accessory buildings and structures shall be located in the rear of the primary structure. Garages shall be accessed from the alley. If alley access is not available, garages may be accessed by a single-slab or ribbon driveway connecting the garage to the right-of-way. Single-slab driveways and driveway aprons for single-slab and ribbon driveways shall meet the standards of § 44-404C(2)(b).~~
- ~~C. Ribbon driveway design standards.~~
 - ~~(1) Ribbons shall be a minimum of two feet wide and a maximum of three feet wide.~~
 - ~~(2) Ribbons shall be a minimum of three feet apart measured from their nearest edges. The space between ribbons shall be planted in turf grass or other ground cover used in the front yard.~~
 - ~~(3) Ribbons shall be concrete, including decorative concrete, patterned concrete, and exposed aggregate concrete, porous asphalt, concrete pavers, paving blocks, or similar materials approved by the City Engineer.~~
- ~~D. Architecture. Single-family attached new construction shall be similar in mass and character to abutting properties, including roof pitch, eaves, building materials, windows, trim, color, and landscaping.~~
- ~~E. Quality materials. Exterior building materials shall be traditional, time and weather-tested materials and techniques, such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.~~

§ 44-1044 [Ch. 44, Sec. 10-44] (Reserved) ~~Multifamily new construction in R-D District.~~

- ~~A. Orientation. The main entrance to a multiple-unit dwelling building shall face the primary street.~~
- ~~B. Location of parking. All off-street parking, as required by § 44-1208E of this UDO, shall be located in the rear of buildings.~~
- ~~C. Driveways. Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or the property and street frontage.~~
- ~~D. Location of service, loading, and utility areas. Service areas, dumpsters, utilities, and the required screening thereof shall not be visible from a right-of-way.~~
- ~~E. Walkways. Pedestrian access shall be provided to the building entries and parking areas connecting to the sidewalk at the street frontage.~~
- ~~F. Architecture. Multifamily new construction shall be similar in mass and character to abutting properties, including roof pitch, eaves, building materials, windows, trim, color, and landscaping.~~
- ~~G. Quality materials. Exterior building materials shall be traditional, time and weather-tested materials and techniques, such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.~~

~~§ 44-1045 [Ch. 44, Sec. 10-45] (Reserved) Accessory dwelling unit conversion and new construction.~~

- ~~A. Primary residence. The primary building shall be a single-family detached use and the primary residence of the owner of the property.~~
- ~~B. Size. Accessory dwelling units shall not be greater than 800 square feet or 50% of the size of the primary building, whichever is less.~~
- ~~C. Location. Accessory dwelling units shall comply with all location requirements for accessory buildings found in § 44-1043 and § 44-908.~~
- ~~D. Orientation. Only one entrance shall be located on the front facade of the primary building. Entrances to accessory dwelling units must be located on the side or rear facade.~~
- ~~E. Access. Accessory dwelling units shall be accessed from the alley. If alley access is not available, both the primary building and the accessory dwelling unit shall be served by one common driveway connecting the accessory dwelling unit to a public or private road.~~
- ~~F. Parking. A minimum of one parking space shall be provided for the accessory dwelling unit in addition to the parking space(s) required for the primary building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking space, where one car is parked behind another, with the spaces required for the primary building shall be prohibited.~~
- ~~G. Architecture. Accessory dwelling units shall be similar in character to the primary building and to abutting properties, including roof pitch, eaves, building materials, windows, trim, color, and landscaping.~~

...

~~§ 44-1604 [Ch. 44, 16-4] Definitions “C.”~~

~~Chicken-Keeping - The maintenance of domesticated chickens for purposes including egg collection.~~

...

~~§ 44-1702. [Ch. 44, 17-2] Decision-making bodies (Board Zoning Board of Appeals, Historic Preservation Committee Commission, Planning Commission).~~

...

- ~~(a) A quorum shall consist of a majority of the members currently serving. All decisions or actions of the Board or commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists.~~

...

~~D. Planning Commission.~~

~~(1) Creation. The Planning Commission of the City of Bloomington, Illinois, which has been duly created by the City Council is the Planning Commission referred to in this Code.~~

~~(2) Composition. The Planning Commission shall consist of 10 members who are residents of the City of Bloomington, Illinois, and all of whom shall be appointed by the Mayor and approved by the City Council.~~

~~(3) Powers and duties.~~

- ~~(a) To conduct legislative public hearings and submit reports and recommendations to the City Council on applications or proposals to amend the boundaries of the zoning districts created by this Code;~~

...

§ 44-1703. [Ch. 44, 17-3] General application requirements.

...

(2) Each application shall be accompanied by payment to cover the cost of publication, posting, and hearings. Each application shall also be accompanied by a payment to cover the cost of publishing any public notices and recording any required documents.

...

§ 44-1705 [Ch. 44, 17-5] Notice and public hearings.

A. Required legal notice. After an application has been certified complete as required by § 44-1704, the applicable review or decision-making body shall fix a reasonable time for the required hearing of the application or appeal. Notice of the time and place of a ~~legislative or administrative~~ hearing shall be given in accordance with the laws of the State of Illinois. [Amended 8-24-2020 by Ord. No. 2020-55]

...

B. ~~Administrative~~ Public hearing procedures.

- (1) Parties. The applicant, the City and persons filing a written entry of appearance may all be parties to an ~~administrative~~ public hearing;
 - (2) Testimony. Any person may appear and testify at an ~~administrative~~ public hearing, either in person or by a duly authorized agent or attorney;
 - (3) Oaths or affirmation. The chairperson or in his or her absence, the acting chairperson, may administer oaths or affirmations;
 - (4) Compelling the attendance of witnesses. The chairperson or in his or her absence, the acting chairperson, may compel the attendance of witnesses by mailing to such persons a notice compelling attendance, not less than five calendar days before the public hearing. Failure of a person to appear in response to such a notice shall constitute a violation of this Code.
 - (5) Hearing procedures. All public hearings shall be conducted in a manner that provides for both substantive and procedural due process. In order that the Board or commission may efficiently transact the business before it and provide an opportunity for all interested parties to be heard, the following rules and procedures shall be followed:
 - (a) The chairperson shall provide a short description of the application, the relief requested, and the procedures governing the public hearing;
 - (b) The secretary or City Staff shall report whether notice of the public hearing was given as required by this Code;
- ...
- (c) At the end of such discussion the chairperson shall invite a motion of approval. After the motion of approval is seconded, those members who are in favor of approving the application shall vote "Yes," those in favor of denying the application shall vote "No," and those wishing to abstain from voting on the application shall vote "Present." Board members shall cast their votes on roll call by the Secretary or City Staff;
 - (d) The chairperson shall then review the decision of the Board or commission and discuss the procedures to be followed for the benefit of the applicant.
 - (6) Record keeping:
 - (a) The Board or commission shall make a sound recording of all ~~administrative~~ public hearings and shall retain such recording for not less than six months following the closing of the hearing;
 - (b) Verbatim transcripts. In the event that any party desires a verbatim transcript of the ~~administrative~~ public hearing, a written request therefor shall be filed

with the chairperson not less than three weeks before the hearing date. Any party desiring a transcript of the proceedings shall pay any transcription or copying costs;

- (c) Decisions and orders. The Board or commission shall retain in the Office of the Economic and Community Development Department a copy of every ruling, decision, recommendation and/or determination. [Amended 10-26-2020 by Ord. No. 2020-69]

- (7) Notification of decision. Copies of findings of fact and decisions or recommendations of the Board or commission shall be served by mailing a copy thereof to all parties within five business days of such decision.

- (8) Legislative public hearings. The public hearing rules for public hearings on purely legislative matters may be less formal, although shall still comply with the requirements of substantive and procedural due process.

- (9) Procedural Rules. The Board of commission may adopt rules of procedures no inconsistent with this section.

~~C. Legislative public hearing procedure.~~

- ~~(1) Notice for all legislative public hearings shall be given in accordance with § 44-1705A. All legislative public hearings shall be held at regularly scheduled meetings, except when conditions require a special meeting.~~

- ~~(2) Testimony. Any person may submit written comment which shall be made part of the public record or may appear and testify at a legislative public hearing, either in person or by duly authorized agent or attorney.~~

- ~~(3) Oaths. The chairperson may administer oaths.~~

- ~~(4) Compelling the appearance of witnesses. The chairperson may compel the attendance of witnesses by mailing to such persons a notice compelling attendance, not less than five days before the public hearing. Failure of a person to appear in response to such a notice shall constitute a violation of this Code.~~

- ~~(5) Record keeping. The commission shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote, indicate such fact.~~

- ~~(6) Transmittal of recommendation to Council. A copy of the meeting minutes and any reports or recommendations shall be filed with the Economic and Community Development Department prior to final action by the City Council on a particular item and shall become part of the public records of the municipality, provided however, the failure to file such minutes shall not invalidate final action of the City Council. [Amended 10-26-2020 by Ord. No. 2020-69]~~

§ 44-1706. [Ch. 44, 17-6] Zoning Map (rezoning) and text amendments.

- A. Purpose. Recognizing that conditions may change subsequent to the adoption of the City's Zoning Map

...

- B. Initiation of amendment. Amendments to the Zoning Map may be proposed by the City Council (by motion or resolution), property owners or parties to a valid and enforceable purchase option contract for the subject property. Amendments to the Zoning Ordinance, that is, zoning text amendments, may be proposed by a motion or resolution of the City Council (by motion or resolution). Text Amendments may also be proposed by City staff, or by motion of the Zoning Board of Appeals or Planning Commission.

- C. Application.

- (1) An application for a map or text amendment shall be submitted on the form provided by the Office of the Economic and Community Development Department.

...

E. Action by Planning Commission.

- (1) Hearing. The Planning Commission shall give notice and hold a ~~legislative~~ public hearing on each application for a Zoning Map or zoning text amendment.
- (2) Recommendation. At the close of the ~~legislative~~ public hearing, the Planning Commission shall make findings of fact and prepare a recommendation to the City Council. In making its recommendation, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant. In making such a finding, the Commission may consider:

(a) For Map Amendments

- [1] The suitability of the subject property for uses authorized by the existing zoning;
- [2] The length of time the property has remained vacant as zoned considered in the context of land development in the area;
- [3] The suitability of the subject property for uses authorized by the proposed zoning;
- [4] The existing land uses and zoning of nearby property;
- [5] Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;
- [6] The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- [7] The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;
- [8] The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- ~~[9] The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein;~~
- [9] The extent to which property values are diminished by the restrictions of the proposed particular zoning restriction;
- ~~[10] The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;~~
- [10] Whether a Comprehensive Plan for land use and development exists, and whether the amendment ordinance is in harmony with it;
- [11] Whether the City needs more of the types of uses allowed in the proposed District use.

(b) For Text Amendments

- [1] The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as

set forth in § 44-1701 herein;

- [2] The extent to which property values are diminished by the proposed particular zoning restriction;
- [3] The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;
- [4] Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it;
- [5] Whether the City needs the additional types of uses or development allowed by the proposed amendment use.

F. Action by the City Council.

...

- (2) In case a written protest against any proposed amendment of the zoning districts created under this Code, signed and acknowledged by owners of 20% of the frontage proposed to be altered, or by the owners of 20% of the frontage directly opposite the frontage proposed to be altered or by the owners of 20% of the frontage immediately adjoining or across the alley therefrom is filed with the Economic and Community Development Department, the amendment cannot be passed except on the favorable vote of 2/3 of the Aldermen of the City then holding office.

...

§ 44-1707. [Ch. 44, 17-7] Special uses.

...

F. Action by Zoning Board of Appeals.

- (1) Hearing. Upon receipt in proper form of the application and supporting material referred to above, the Zoning Board of Appeals shall hold a least one administrative public hearing on the proposed Special Use in the manner provided in § 44-1705. If any variations to the regulations of this code would otherwise be necessary for the development proposal, such review procedure shall be deemed to occur simultaneously with the Zoning Board of Appeals' administrative public hearing and recommendation on the special use permit application.

...

- K. Revocation of special use permits. In any case where a special use has not been physically undertaken within one year after the date of granting thereof, or if Conditions or Guarantees remain unmet for a period of one year following a prescribed date of completion, then without further action by the Council, the special use or authorization thereof shall null and void.

...

§ 44-1709 [Ch. 44, 17-9] Site plan review.

- A. Purpose. It is the intent of the Site Plan Review procedure to facilitate the creative and coherent

...

- D. Concurrent applications. ~~If variations to the bulk, sign and off-street parking and loading regulations of this Code would otherwise be necessary for the development proposal, such proposal shall be exempt from the administrative public hearing on the variation request and such review procedure shall be deemed to occur simultaneously with the Planning Commission's review of the plan.~~ Land uses proposed to be included in a development requiring a legislative public hearing site plan review which would

otherwise be allowed by special use permit only are exempted from the ~~administrative~~ public hearing normally required for such special use permit applications and the Planning Commission shall consider the standards for granting a special use and make a recommendation to the City Council on the granting of such site plan approval, and special use ~~and variation and~~ at the legislative public hearing.

- E. Public Hearing Site plan review ~~requiring legislative public hearing~~. Applications for site plan review required pursuant to ~~§ 44-505~~ shall that require a legislative public hearing.

(1) Procedure. ~~Legislative p~~Public hearings shall be conducted in accordance with § 44-1705 of this Code.

- ...
F. Administrative site plan review. The Director of Economic and Community Development shall be authorized to conduct site plan review for off-street parking and loading facilities or landscaping as required pursuant to Articles XII and XIII, and any site plan reviews that do not require a public hearing.

...

§ 44-1710 [Ch. 44, 17-10] Certificate of appropriateness.

- A. Applicability.

...

- C. Action by Historic Preservation Commission.

(1) Every application for a certificate of appropriateness, including the accompanying plans and specifications shall be transmitted to the Preservation Commission within 20 days after the application is deemed complete, unless such time frame is extended in writing by mutual agreement of the City and applicant.

...

- G. Certificate of economic hardship.

...

(3) The Preservation Commission shall review all required evidence and information, conduct an ~~administrative~~ public hearing, and make a determination on the application within 45 days of receipt of the completed application unless such time frame is extended in writing by mutual agreement of the City and applicant.

...

§ 44-1711 [Ch. 44, 17-11] Demolition review.

- A. Applicability. Except for historic landmarks and buildings located in a historic district, buildings shall be subject to the requirements of this section where:

...

(b) If the chairperson or committee determines that the building is potentially significant, it shall schedule an ~~administrative~~ public hearing before the Preservation Commission to consider the building's historical or architectural significance. Said hearing shall be conducted within 45 days of initial submittal of the permit application. The City shall give notice in the manner prescribed by **§ 44-1705**.

- C. Public hearing. The ~~administrative~~ public hearing shall be conducted in accordance with the procedures of **§ 44-1705**.

...

~~Article XVIII – GAP Districts~~

~~[See the GAP Form-Based Code included as an attachment to this chapter.]~~

EXHIBIT B

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

All of the content of Exhibit “B” shall be inserted as Chapter 44 Article XIV, and the existing Chapter 44 Attachment, “Attachment 1 - GAP Form-Based Code,” shall be removed, along with any references to such.

Differences between the existing “Attachment 1” and content to be inserted as Article XIV are indicated. Additions are indicated by underlining; deletions are indicated by ~~strikeout~~.

Article XIV - ~~Reserved~~ GAP (Gridley, Allin, & Prickett) Form-Based Code

44-1401 Introduction

- A. Code Introduction. This document provides the development regulations for the Gridley, Allin, & Prickett Neighborhood. These regulations include uses, parking, and landscape standards, as well as building type standards.
- B. How to use this Code. Each lot within the GAP Neighborhood is designated with a district that allows the development of at least two (2) building types, with the exception of GAP 6. The standards for the building types are located starting in § 44-1406. To determine which standards are applicable to a lot, follow these steps:
 - (1) Determine District Designation. Using the Regulating Plan (Figure 1402B), determine the lot’s district designation. This details which building types can be constructed on the lot and which uses are permitted on the lot.
 - (2) Permitted Building Types. Starting in § 44-1406 are the building type standards.
 - (3) Permitted Uses. The list of permitted uses is found in Table 1403B. It is organized by district. A permitted use within the district can be developed within any of the district’s permitted building types.
 - (4) Other Standards. The Landscape and Parking Standards apply to all lots within the GAP neighborhood, as outlined in § 44-1407 and § 44-1408.
- C. Code definitions. These definitions are specific to the regulations outlined for the GAP Neighborhood and are in addition to the definitions in the Chapter 44 City of Bloomington Zoning Code. In cases where definitions in this Article conflict with those present in the City of Bloomington Zoning Code, the definitions hereunder shall control.
 - (1) Accessory Unit. A dwelling unit in addition to the dwelling unit(s) within the primary structure on a lot.
 - (2) Base Type. The permitted treatment types of the ground story façade of a structure.
 - (3) Building Coverage. The percentage of a lot covered by structure(s), principal and accessory.
 - (4) Building Type. A structure defined by the combination of configuration, form and function.

- (5) **Build-to Zone.** An area in which the front or side facade of a building shall be placed; it may or may not be located directly adjacent to a property line. The zone dictates the minimum and maximum distance a structure may be placed from a property line.
- (6) **Cap Type.** The detail at the top of a building that finishes a facade, including a pitched roof with various permitted slopes, and a parapet.
- (7) **Corner Building.** A building constructed on the corner lot of a block to hold the spatial definition of an intersection, often referred to as “holding the corner.”
- (8) **Entrance, Primary.** Also referred to as main or principal entrance. The principal point of access for pedestrians into a building is typically located on the front and corner side facade.
- (9) **Expression Line.** An architectural feature. A decorative, three-dimensional, linear element, horizontal or vertical, protruding or indented at least a quarter (1/4) inch from the exterior facade of a building. Element typically delineates the floors or stories of a building.
- (10) **Façade.** The exterior face of a building, including, but not limited to the wall, windows, window sills, doorways, and design elements such as expression lines, a cornice, and a parapet.
- (11) **Façade, Front.** Any building face adjacent to the front property line.
- (12) **Ground Story.** The first floor of a building that is level to or slightly elevated above the sidewalk, excluding basements and cellars.
- (13) **“Hold the Corner.”** Building up to both the front and side property lines on a corner lot, in a sense holding down or anchoring the corner.
- (14) **Impervious Surface.** Any hard-surfaced, man-made area that does not absorb or retain water, including, but not limited to building roofs, parking, driveways, and other paved areas.
- (15) **Impervious Site Coverage.** The percentage of a lot covered by buildings, pavement, and other impervious materials; the calculation is determined using total lot area.
- (16) **Pervious Surface.** An area maintained in its natural condition or covered by a material that permits the infiltration or percolation into the ground of at least 80% of water.
- (17) **Principal Building.** Also referred to as the principal structure or building on a lot; contains the dominant use of the lot. It is always located toward the front of the lot in the front build-to zone or behind the front yard setback.
- (18) **Regulating Plan.** A plan that identifies the districts and the standards by which a lot or a street may be developed.
- (19) **Semi-Pervious.** A material that allows at least 40% absorption of water into the ground or plant material, such as pervious pavers, gravel or green roofs. Also referred to as semi-permeable.
- (20) **Setback.** The horizontal distance from a lot line inward, beyond which the building may be placed. It delineates the minimum distance a structure must be placed from a lot line.
- (21) **Story.** A habitable level within a building measured from finished floor to finished floor.

44-1402 GAP Districts & Regulating Plans

A. GAP Neighborhood Districts. The following details the districts mapped throughout the GAP Neighborhood.

- (1) **GAP 1.** This district allows for the development of Estate and Manor Multiple-Family Buildings. These buildings are set back from the front property line, more so than the other districts. The lots on which these buildings are constructed are typically larger than the other residential districts.
- (2) **GAP 2.** This district allows for the development of House, Estate, and Manor Multiple-Family Buildings. GAP 2 is similar to the first, except that it also permits the House Building.
- (3) **GAP 3.** This district allows for the development of House, Manor Multiple-Family, and Iconic Buildings. Apartment Buildings are permitted on corner lots. This district also allows a select list of special uses to occur on Market Street. Refer to [Table 1403B](#).
- (4) **GAP 4.** This district allows for the development of House, Manor Multiple-Family, Rowhouse, and Iconic Buildings. Apartment Buildings are permitted on corner lots. This district includes residential building types that are more dense than the previous districts.
- (5) **GAP 5.** This district allows for the construction of mixed-use neighborhood commercial centers to serve those residents within walking distance. The Commercial, Cottage Commercial, Apartment, and Iconic Buildings are permitted.
- (6) **GAP 6.** The Warehouse Building is the only permitted building type within this district. This district allows for the development of limited industrial uses with an absence of objectionable external effects in a manner that is appropriate given the proximity to residential uses. This includes small-scale industrial uses up to 12,000 square feet in size.

B. GAP Regulating Plan. GAP Districts 1-6 are mapped throughout the Neighborhood as detailed in [Table 1402B](#) and [Figure 1402B](#).

Table 1402B: Summary of Districts by Building Types

Building Types	GAP 1	GAP 2	GAP 3	GAP 4	GAP 5	GAP 6
Commercial Building					X	
Cottage Commercial					X	
Warehouse Building						X
Iconic Building			X	X	X	
House		X	X	X		
Estate House	X	X				
Manor MF	X	X	X	X		
Rowhouse				X		
Apartment Building			C	C	X	

Notes:

“X” Denotes Buildings Permitted within a District

“C” Denotes Buildings Permitted only on Corner Lots within a District

Figure 1402B: GAP District Regulating Plan



* Subsequent amendments to the Zoning Map may have changed which GAP District applies to certain properties; current zoning should be verified prior to application of this Code.

44-1403 Uses

A. Permitted and special uses. The permitted and special uses for development in the GAP Neighborhood are listed in Table 1403B (GAP Districts - Permitted and Special Uses).

- (1) Unlisted Similar Use. If a use is not listed, but is similar in nature and impact to adjacent properties, the City may interpret the use as appropriate.
- (2) Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to adjacent properties, it shall only be permitted with special use approval or through amending the code.
- (3) Location of Uses. Each use shall be located within a permitted building type, unless otherwise specified.

B. Specific standards.

- (1) General Development Standards. All development shall adhere to the following standards:
 - (a) § 44-1405 and § 44-1406 - Building Type regulations.
 - (b) § 44-1407 - Parking & Access Standards.
 - (c) § 44-1408 - Landscape Standards.
- (2) Special Uses. Uses listed as a special use (“S”) follow the administrative procedures outlined in § 44-1707.
- (3) Specific Development Standards. The following details specific use standards.
 - (a) Churches, Synagogues, Temples, Religious Facilities, Places of Worship, Community Centers, Museums and Cultural Institutions, Activities, Libraries,

Police and Fire Stations, and Post Offices are the only uses permitted to occur in the Iconic Building. See § 44-1406D for more details.

- (b) Home Occupations. Home occupations are subject to the standards detailed in § 44-1020.
- (c) Parking Lots. Parking lots, when located on a lot without a building type and as the lot's sole use, require a special use permit.
- (d) GAP 3 Special Uses. A number of special uses listed in the GAP 3 district.
 - [1] These uses are noted in Table 1403B as "SM."
 - [2] These special uses may only be considered for GAP 3 lots with Market Street frontage (share a property line with the Market Street right-of-way line).
- (4) GAP 6. The permitted uses in GAP 6 are the same as those in the M1 district detailed in Chapter 44, Article 6, however, when developed within GAP 6 the development size cannot exceed 12,000 square feet.

Table 1403B: GAP Districts - Permitted and Special Uses

	GAP 1	GAP 2	GAP 3	GAP 4	GAP 5	GAP 6
PUBLIC ASSEMBLY USES						
Bars and Taverns					X	
Billiard or Pool Halls					X	
Bowling Establishments					X	
Churches, Synagogues, Temples, & Religious Facilities <u>Place of Worship</u>			S	S	X	
Community Center					X	
<u>Museums and Cultural Activities Institutions</u>			SM		X	
Delicatessens					X	
Eating & Drinking Establishments					X	
Libraries			SM		X	
Parks & Playgrounds	X	X	X	X		
Penny Arcade <u>Entertainment and Exhibition Venues</u>					X	
Police & Fire Station					X	
Post Office					X	
EDUCATION SERVICES						
Nursery & Pre-Schools					X	
INSTITUTIONAL USES						
Independent Living Facility					X	
Nursing Home					X	
Child/Day Care		S	S	S	X	
Halfway House <u>Group Homes for Parolees</u>	S	S	S	S	S	

Table 1403B: GAP Districts - Permitted and Special Uses

	GAP 1	GAP 2	GAP 3	GAP 4	GAP 5	GAP 6
Agency-Operated Family/Group Homes	S	S	S	S	S	
RESIDENTIAL USES						
<u>Dwelling, Single-Family</u>	X	X	X	X		
<u>Dwelling, Two-Family</u>	X	X	X	X		
<u>Dwelling, Multiple-Family</u>	X	X	X	X	X	
<u>Dwelling Unit, Accessory Family</u>	X	X	X	X		
<u>Upper Story Residential Live/Work Units</u>					X	
Bed & Breakfast Establishments	S	S	S	S		
STORE & RETAIL USES						
Antique Store					X	
Apparel Shop					X	
Appliance Store					X	
Art Supply & Craft Store					X	
Bakery					X	
Book, Stationary, Card, Newsstand, & Gift Store					X	
Cameras & Photographic Supplies & Services					X	
Candy-Confectionary Sales					X	
Cigar & Tobacco Store					X	
Dairy Sales					X	
Dressmaker/Tailor					X	
Drug Store					X	
Electronic Sales					X	
Florist Store					X	
Furniture Store					X	
Garden Supply Store					X	
General Merchandise					X	
Grocery Store/Convenience Store					X	
Hardware Store					X	
Hobby/Toy Shop					X	
Home Decorating Store & Services					X	
Housewares Sales					X	
Jewelry/Watch Shop/Repair					X	
Liquor Stores					X	

Table 1403B: GAP Districts - Permitted and Special Uses

	GAP 1	GAP 2	GAP 3	GAP 4	GAP 5	GAP 6
Medical Equipment Sales					X	
Music Shop					X	
Shoe Store & Repair					X	
Specialty Good Shops					X	
Sporting Goods Store					X	
Video Sales & Rental					X	
SERVICE & OFFICE USES						
Awning/Tent/Canvas Products Rental/Sales					X	
Banking & Financial Services					X	
Barber/Beauty Shop & Spa/Salon					X	
Dental, Medical & Health Services					X	
Laundromat or Dry Cleaner-No on-site processing					X	
Funeral Home			SM		X	
Health Club					X	
Professional Office Uses			SM		X	
Real Estate Services			SM		X	
Travel Agency			SM		X	
Vehicle Supply (No Service)					X	
INDUSTRIAL & MANUFACTURING USES						
M1 District Uses						X
MISCELLANEOUS						
Parking Lot			S	S	S	S

Notes:

“X” - Permitted Uses

“S” - Special Uses

“SM” Special Uses Allowed in GAP 3 for Parcels with Market Street Frontage

C. Accessory structures. Within the boundaries of the GAP Neighborhood, accessory structures and buildings will follow the standards in § 44-908 unless otherwise noted below.

(1) Location on a Lot. An accessory building or structure shall conform to the following location requirements:

- (a) Location. Accessory buildings and structures may be constructed in the rear and side yards.
- (b) Location on Corner Lots. On corner lots, accessory buildings and structures are permitted in the corner side yard build-to zone, but may not extend closer to the corner side property line than the principal structure.

- (c) Setback. Accessory building or structures shall be constructed according to the following:
 - [1] Accessory buildings and structures shall be set back a minimum of three (3) feet from any property lines.
 - [2] Two (2) story accessory buildings shall be set back five (5) feet from property lines.
- (2) Height. Single story accessory buildings and structures shall be a maximum of fourteen (14) feet in height, except detached garages may be up to two stories with a maximum height of twenty-eight (28) feet.
- (3) Lot Coverage Requirements. All accessory buildings and structures must meet the maximum building and impervious coverage requirements detailed within each building type.

44-1404 Building Development Standards

A. Building Types. The following outlines the building types permitted in the GAP Neighborhood. Refer to Table 1404A(10-12) (Building Summary Tables) for more details.

- (1) Commercial Building. This building type allows the development of commercial uses, such as retail and service uses on the ground story and office and residential uses on the upper floors. It can range in height between one (1) and four (4) stories and is constructed within a small build-to zone with parking located in the rear yard.
- (2) Cottage Commercial. This building type allows the same uses as the Commercial Building. The primary differences between the two are the cap type, which is pitched; the build-to zone, which is larger; and the height, which is a maximum of two and a half (2.5) stories.
- (3) Warehouse Building. This building type allows for the construction of limited industrial uses on a small scale. Located in a build-to zone that is slightly set back from the front property line, this building type offers a flexible configuration. It allows for both a typical industrial warehouse building and an optional office or administration building on the front.
- (4) Iconic Building. This building type allows for the development of community, cultural, civic, or government uses, such as a church and other religious assembly uses. Constructed in a build-to zone set back slightly from the front property line, it blends with the other building types within the neighborhood. It also allows for distinct features such as a spire.
- (5) House. This building type allow for residential uses. It is located with a small build-to zone set in from the front property line. It ranges in height between one (1) and two and a half (2.5) stories.
- (6) Estate House. Like the House, the Estate House allows for the development of the residential uses. It differs in its build-to zone, which is larger and set back further from the front property line, and its height, which can be as tall as three (3) stories.
- (7) Manor Multiple-Family. This building type allows for two or more residential units to be developed within it. Manor Multiple-Family is similar to the House, but is typically located on a slightly larger lot to allow room for parking multiple owners' vehicles.

- (8) Rowhouse. This residential building type, unlike previous types, allows for three (3) to five (5) single family residential units to be attached or joined together along the side walls. The height and set back from the front property line are similar to the House and Manor Multiple-Family allowing it to blend in with these building types.
- (9) Apartment Building. This building type allows the development of three (3) or more units within it. The Apartment Building ranges in height between two (2) and four (4) stories and is constructed with the parking in the rear yard.

Table 1404A(10): Building Types Siting Summary Table

	Street Frontage				Side & Rear Yard Setbacks		Buildable Area		
	Front Yard BTZ (feet)	Corner Side Yard BTZ (feet)	Coverage of Front Property Line (Minimum)	Encroachment of Enclosed Porch, Stoop, or Steps	Minimum Side Setback (feet)	Minimum Rear Setback (feet)	Maximum Building Coverage	Maximum Impervious /Semi-Pervious Coverage	Minimum Lot Width (feet)
Commercial, Industrial, & Civic Buildings									
Commercial Building	0 to 5	0 to 5	95%	Permitted	0	5		100%	25
Cottage Commercial	5 to 15	0 to 10	60%	Permitted	5	5		65% + 15%	40
Warehouse Building	7.5 to 15	7.5 to 15	40%	Permitted	5	5		80% + 10%	50
Iconic Building	10 to 25	10 to 25	Does Not Apply	Permitted	5	5		60% + 20%	50
Residential Buildings									
House	7.5 to 17	5 to 15	Does Not Apply	Permitted	5	5	45%	55% + 5%	40
Estate House	25 to 45	5 to 15	Does Not Apply	Permitted	5	5	30%	40% + 5%	50
Manor MF	10 to 25	5 to 15	Does Not Apply	Permitted	5	5	45%	55% + 10%	50, 40 on corner lots or lots with alley access
Rowhouse	7.5 to 15	7.5 to 15	Does Not Apply	Permitted	5	5	45%	80% + 10%	18
Apartment Building	7.5 to 20	7.5 to 20	75%	Permitted	5	5		70% + 15%	50

Table 1404A(11): Building Types Development Criteria Summary Table

Parking & Loading		Building Height		
	Location of Parking Facilities (yard)	Number of Permitted Cub Cuts	Minimum Principal Building Height (stories)	Maximum Principal Building Height (stories)
Commercial, Industrial, & Civic Buildings				
Commercial Building	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	1	3; 4 if upper stories are setback from front façade
Cottage Commercial	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	1	2.5
Warehouse Building	Rear & Side; cannot extend into BTZs beyond principal building	1/lot or 1/street frontage	1	3
Iconic Building	Rear & Side; cannot extend into BTZs beyond principal building	1/street frontage	1	3
Residential Buildings				
House	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	1	2.5
Estate House	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	1.5	3
Manor MF	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	2	2.5
Rowhouse	Rear; cannot extend into BTZs beyond principal building	1/lot, if no alley	1.5	2.5
Apartment Building	Rear & Side; cannot extend into BTZs beyond principal building	1/lot, if no alley	2	3; 4 if upper stories are setback from front façade

Table 1404A(12): Building Types Façade Requirements Summary Table

Transparency		Entrance		Cap & Base Type	
Minimum Upper Story Front & Corner Façade Transparency	30% of Any Floor Side May Exist Without Fenestration	Principal Entrance Location	Allowable Cap Types	Allowable Base Types	
Commercial, Industrial, & Civic Buildings					
Commercial Building	20%	Applies	Front or Corner Side Façade	Parapet & Tower	Storefront

Table 1404A(12): Building Types Façade Requirements Summary Table

	Transparency		Entrance	Cap & Base Type	
	Minimum Upper Story Front & Corner Side Façade Transparency	30% of Any Floor May Exist Without Fenestration	Principal Entrance Location	Allowable Cap Types	Allowable Base Types
Commercial, Industrial, & Civic Buildings					
Cottage Commercial	20%	Applies	Front or Corner Side Façade	Pitch & Tower	Shopfront, Porch, & Stoop
Warehouse Building	20% (of office/admin building only)	Does Not Apply	Front or Corner Side Façade	Parapet, Pitch, Low Pitch, & Tower	Shopfront & Stoop (on office/admin building only)
Iconic Building		Does Not Apply	Front or Corner Side Façade	Parapet, Pitch, Low Pitch, Tower, & Spire	Stoop
Residential Buildings					
House	15%	Applies	Front. Corner Side and Side Façade	Pitch, Low Pitch, & Tower	Stoop, Porch, & Enclosed Porch
Estate House	15%	Applies	Front. Corner Side and Side Façade	Pitch, Low Pitch, & Tower	Stoop, Porch, & Enclosed Porch
Manor MF	15%	Applies	Front or Corner Side Façade	Pitch, Low Pitch, & Tower	Stoop, Porch, & Enclosed Porch
Rowhouse	15%	Applies	Front. Corner Side and Side Façade	Parapet, Pitch, & Tower	Stoop, Porch, & Enclosed Porch
Apartment Building	20%	Applies	Front or Corner Side Façade	Parapet, Pitch, & Tower	Stoop & Porch

B. Development of building types. Figure 1404B illustrates how these buildings may be constructed on a typical block, on corner lots, and mid-block lots. Street design should result in the interaction of building types in order to create a street wall. Maintaining façade transparency adds visual interest as well as a sense of “eyes on the street.” Adding to the sense of safety is the presence of welcoming entrances (either porches or stoops). Wherever possible, alleys should be implemented to access garages or parking lots.

Figure 1404B: Typical Block

Apartment Building.

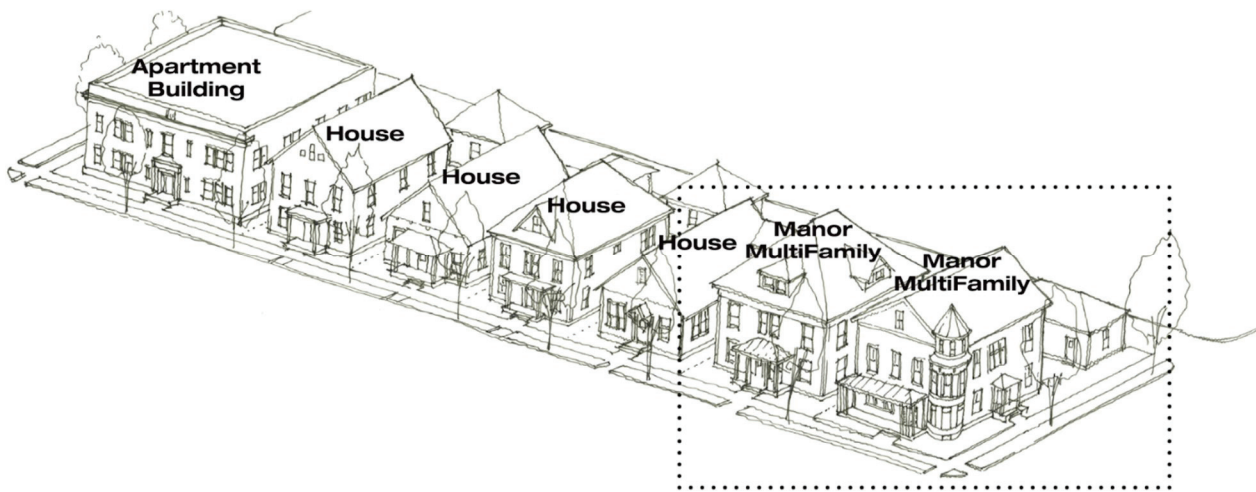
This building type blends in with the block by having a front entrance and a considerable amount of transparency on the front facade, similar to the other residential building types. The corner parcel allows for additional building entrances on the corner side facade.

House.

This building type may be utilized either on mid-block or corner lots. Its height falls between 1 and 2.5 stories.

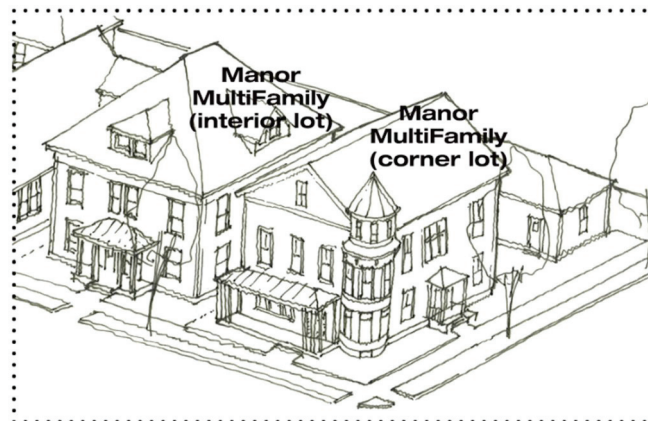
Manor Multiple-Family (MF).

Similar in appearance to a house or estate building type, the manor multifamily building type consists of two or more units.



Manor Multiple-family on Interior Lots.

The use of this building type on a parcel not located on a corner requires a wider lot in order to allow room for additional entrances on the side or rear facades and adequate parking to the rear.



Manor Multiple-Family on Corner Lots.

When this building type is located on a corner parcel, it is preferable to use the corner side facade for additional building entrances. On any corner building, elements such as turrets (shown above) should be utilized to catch the attention of passers-by and draw them down the block.

44-1405 Building Type Requirements

A. Building Base Type.

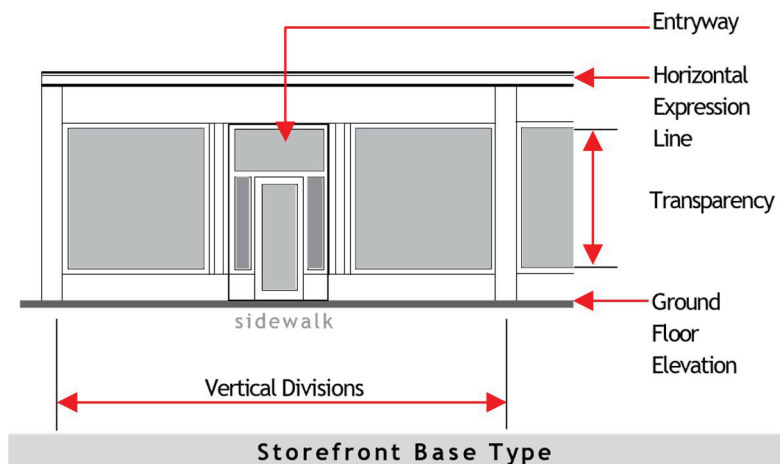
- (1) Intent. To guide the design of the ground floor of all buildings to relate appropriately to pedestrians on the street.
- (2) Applicability. The entire ground floor front facade must meet the requirements of at least one of the base types permitted for the building type.

B. Building Base Type Requirements. The following details the base type requirements. Refer to each Building Type for permitted base types.

(1) Storefront Base Type. (Refer to Figure 1405B(1))

- (a) Transparency. A minimum of 75% of the front facade between two (2) and eight (8) feet above the sidewalk must be comprised of transparent, non-reflective windows into the commercial space.
- (b) Ground Floor Elevation. Ground floor elevation must be between zero (0) and one (1) feet above sidewalk.
- (c) Vertical Division. Base facade shall be vertically divided into segments no greater than thirty (30) feet in width.
- (d) Horizontal Expression Line. A horizontal expression line shall define the base from the upper floors of the building.
- (e) Entryway. All entries shall be recessed a minimum of three (3) and a maximum of eight (8) feet deep, and be a width no greater than eight (8) feet.

Figure 1405B(1): Storefront Base Type

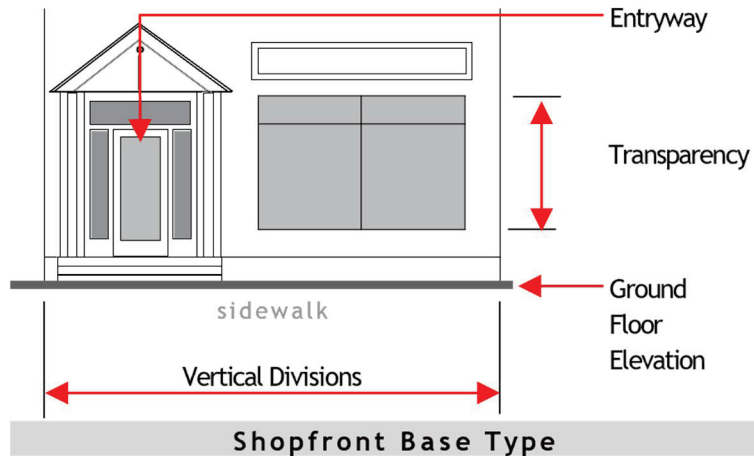


(2) Shopfront Base Type. (Refer to Figure 1405B(2))

- (a) Transparency. A minimum of 50% of the front facade between three (3) and nine (9) feet above the sidewalk must be comprised of transparent, non-reflective windows into the commercial space.
- (b) Ground Floor Elevation. Ground floor elevation must be between zero (0) and three (3) feet above sidewalk. With a visible basement, a maximum of four and a half (4.5) feet is permitted.

- (c) Vertical Divisions. For buildings wider than fifty
- (d) (50) feet, base facades shall be vertically divided into segments no greater than thirty (30) feet in width.
- (e) Entryway. Porch or enclosed porch entrance required. Porch shall be a minimum of four (4) feet deep and four (4) feet wide.

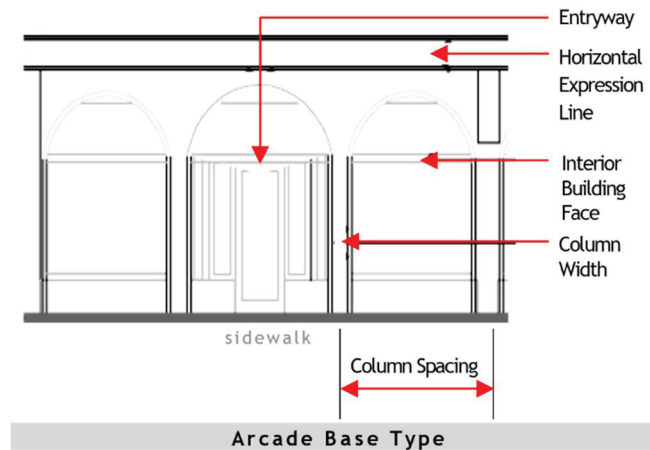
Figure 1405B(2): Shopfront Base Type



(3) Arcade Base Type. (Refer to Figure 1405B(3))

- (a) Public Walkway. Provide an open-air public walkway from the face of the building recessed into the building a minimum of eight (8) and a maximum of fifteen (15) feet.
- (b) Storefront. Building face inside arcade must meet the requirements of the storefront base type.
- (c) Columns. Columns shall be spaced a minimum of ten (10) and a maximum of twelve (12) feet and be a minimum 1'-8", maximum 2'-4" in width.
- (d) Arcade Openings. Opening may not be flush with interior arcade ceiling and may be arched or straight.
- (e) Horizontal Expression Line. A horizontal expression line shall define the arcade base from the upper floors of the building.

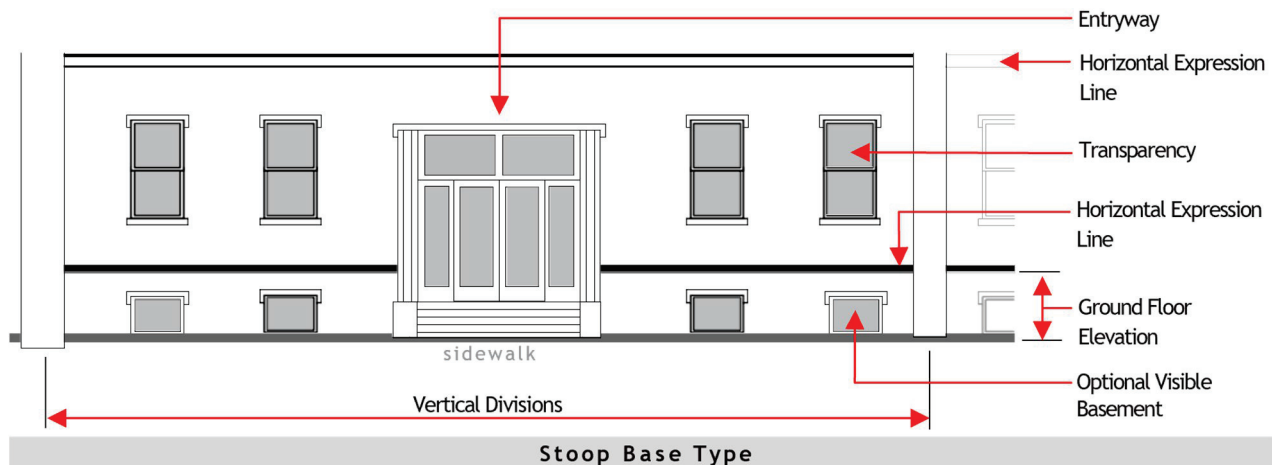
Figure 1405B(3): Arcade Base Type



(4) Stoop Base Type. (Refer to [Figure 1405B\(4\)](#))

- (a) Transparency. A minimum of 20% of the entire ground floor and optional visible basement facade must be comprised of transparent, non-reflective windows into the commercial space. An area no greater than 30% of the facade per floor may have no transparency.
 - [1] When one or more Warehouse Buildings are located on the same lot, only the building closest to the front property line is required to meet this requirement.
 - [2] Warehouse Buildings are exempt from the maximum area without transparency rule.
 - [3] Residential building types, except for the Apartment Building, do not have separate ground and upper floor transparency levels. See [Figures 1405E\(1\)](#) and [1405E\(2\)](#) for measuring transparency.
 - [4] Iconic Buildings are exempt from the stoop's transparency requirements.
- (b) Ground Floor Elevation. Ground floor elevation must be located a maximum of 2'-6" above the sidewalk or with a visible basement a maximum of 4'-6" above the sidewalk.
- (c) Vertical Division. Base facade for all building types, with the exception of all residential building types, shall be vertically divided into segments no greater than fifty (50) feet in width. Horizontal Expression Line. A horizontal expression line shall define the base from the visible basement and upper floors, except on residential and the Warehouse building types.
- (d) Entryway. Stoops (raised, un-roofed, open platforms) shall be a minimum of three (3) feet deep and four (4) feet wide.

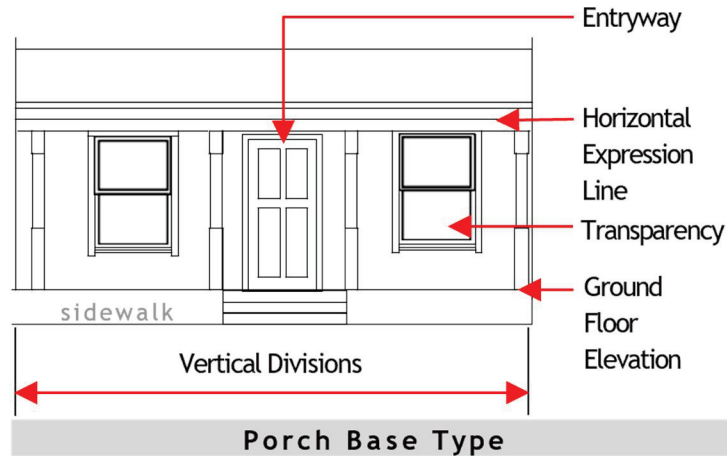
Figure 1405B(4): Stoop Base Type



(5) Porch Base Type. (Refer to [Figure 1405B\(5\)](#))

- (a) Transparency. A minimum of 20% of the entire ground floor and optional visible basement facade must be comprised of transparent, non-reflective windows into the commercial space.
 - [1] An area no greater than 30% of the facade per floor may have no transparency.
 - [2] Residential building types, except for the Apartment Building, do not have separate ground and upper floor transparency levels. See [Figures 1405E\(1\)](#) and [1405E\(2\)](#) for measuring transparency.
- (b) Ground Floor Elevation. Ground floor elevation must be located a maximum of 2'-6" above the sidewalk and with a visible basement, a maximum of 4'-6" above the sidewalk.
- (c) Vertical Division. Base facade for all building types, except residential and the Warehouse Buildings, shall be vertically divided into segments no greater than sixty (60) feet in width.
- (d) Horizontal Expression Line. A horizontal expression line shall define the optional visible basement from the ground floor of the building for all building types, with the exception of all residential building and Warehouse Building types.
- (e) Entryway. All entries shall be located off a porch (a raised, roofed platform).
 - [1] The porch shall be a minimum of (5) feet deep and (8) feet wide.
 - [2] If enclosed, a minimum of 40% of the enclosed porch must be comprised of transparent, non-reflective windows.
- (f) Height. Porch may be two stories to provide a balcony on the second floor.

Figure 1405B(5): Porch Base Type



C. Building Cap Type.

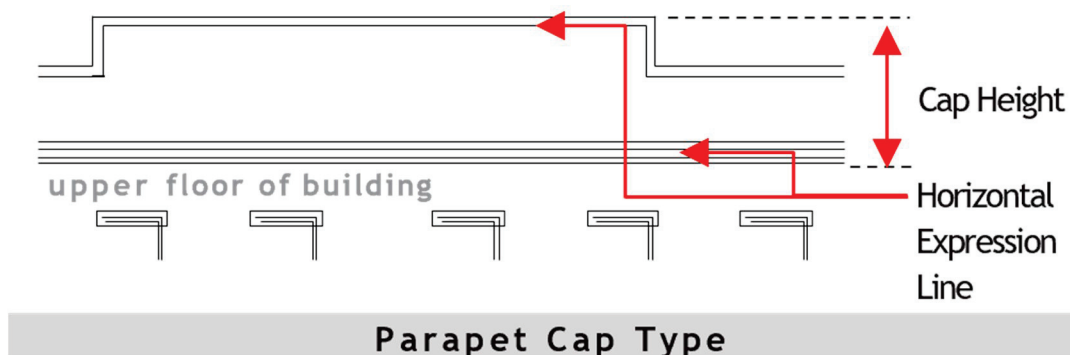
- (1) Intent. To guide the design of the cap of all buildings where a consistent character is desired.
- (2) Applicability. All buildings must meet the requirements of at least one of the cap types permitted for the building type.

D. Building Cap Type Requirements. The following details the base type requirements.

(1) Parapet Cap Type. (Refer to [Figure 1405D\(1\)](#))

- (a) Height. Minimum cap height from the top of the upper floor to the top of the parapet is two (2) feet, maximum is six (6) feet. The cap shall be high enough to screen the roof and any roof appurtenances from view of any adjacent building of similar height.
- (b) Horizontal Expression Line. Horizontal expression lines shall separate the cap from the upper floors of the building and shall define the top of the cap.
- (c) Use. Occupied space may not be incorporated behind this cap type.

Figure 1405C(1): Parapet Cap Type

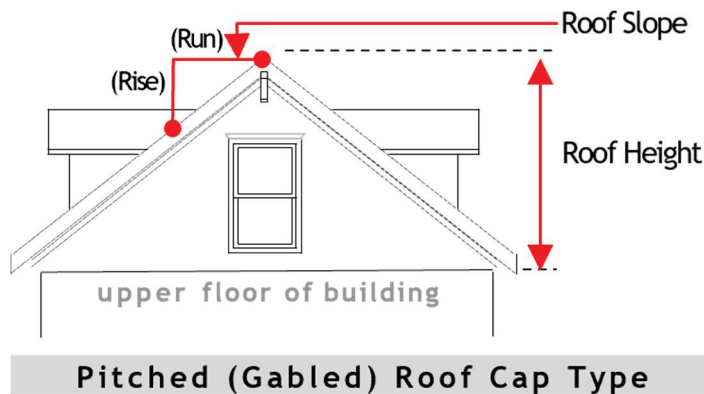


(2) Pitched Roof Cap Type. (Refer to [Figure 1405D\(2\)](#))

- (a) Pitch. Pitched roof cap type may not be sloped less than a 6:12 (rise:run) or more than 12:12. Except in the following cases:

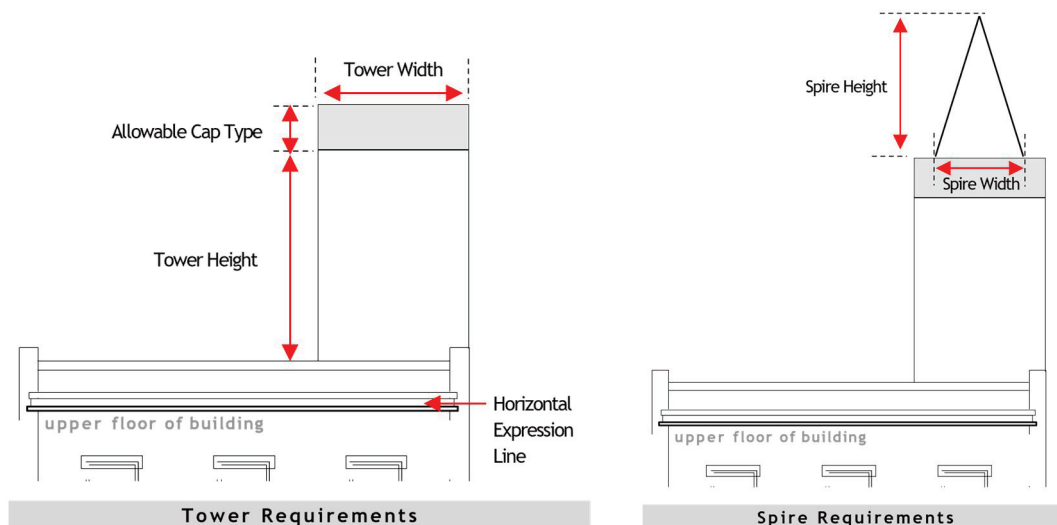
- [1] Roofs located above a second story, except on Iconic Buildings, are permitted to have a pitch as low as 4:12.
- [2] Pitched roofs on a tower are permitted to have a pitch steeper than 6:12.
- (b) Roof Types: The following are permitted roof types:
 - [1] Hipped, gabled, and combination of hips and gables with or without dormers are acceptable.
 - [2] Gambrel roofs are acceptable. If the ridge runs parallel to the street, one dormer per fifteen (15) feet of street face shall be included.
 - [3] Mansard roofs are acceptable but must include one dormer per fifteen (15) feet of street face.
- (c) Height. Roof height may not be greater than the total of all floors below the roof.

Figure 1405C(2): Pitched Roof Cap Type



- (3) Towers. (Refer to [Figure 1405D\(3\)](#)) One (1) tower is permitted per building as follows:
 - (a) Height. Maximum tower height from the top of the parapet or eave to the top of the tower is the equivalent of the height of one (1) upper floor of the building to which the tower is applied.
 - (b) Width. Maximum tower width from the front, corner side, side, and rear facade is one-third ($1/3$) the width of the front facade or thirty (30) feet, whichever is less.
 - (c) Horizontal Expression Line. Horizontal expression lines shall separate the tower from the upper floors of the building, except on residential building types.
 - (d) Use. Towers may be occupied by the same uses allowed in upper floors of the building type to which it is applied.
 - (e) Tower Cap. Allowable cap types are parapet and pitched roof on the top of the tower element.

Figure 1405C(3): Tower Requirements & Figure 1405C(4): Spire Requirements



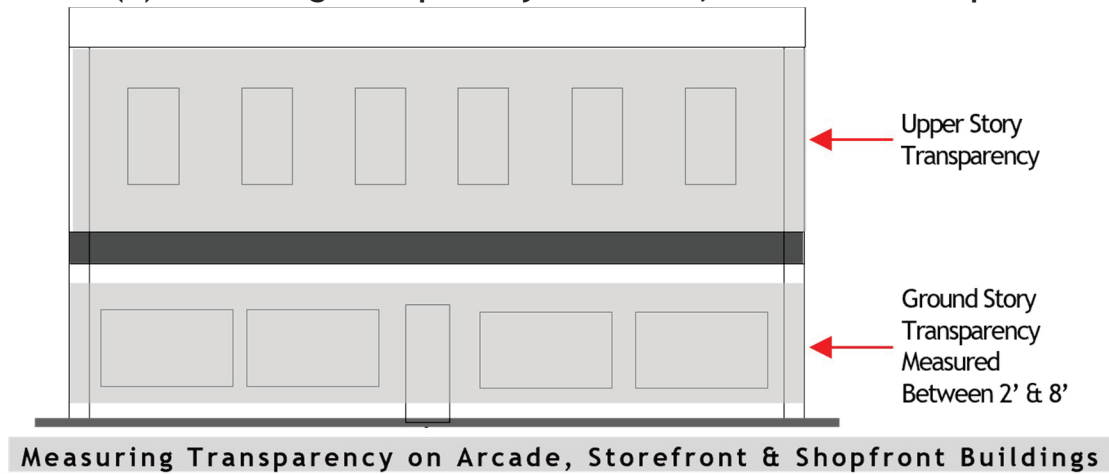
- (4) Spire. (Refer to [Figure 1405D\(4\)](#)) Spires are permitted only on Iconic Buildings.
- (a) Height. Maximum spire height from the top of the tower to the top of the spire is thirty (30) feet, including any decorative elements atop the apex of the spire.
 - (b) Width. Maximum spire width is one-half (1/2) the width of the tower on which it is situated.
 - (c) Use. Spires may not be occupied; they are a decorative element.

E. Building Type Transparency, Height, & Coverage

- (1) Intent. The parameters outlined in this section detail how to measure the transparency of a structure.
- (2) Defining Transparency. Transparency is the degree, measured as a percentage, to which a facade has clear, transparent windows on each story.
 - (a) Tints, Films, & Mirrored Surfaces. Windows with tints, films, and mirrored surfaces detract from the level of transparency and are not included in the measurement.
 - (b) Measurement. The transparency measurement is taken inside the window frame, excluding the frame from the calculation.
- (3) Measuring Transparency.
 - (a) Arcades, Storefronts, & Shopfront Buildings. (Refer to [Figure 1405E\(1\)](#)).
 - [1] Transparency Measured by Floor. On buildings with an arcade, storefront, or shopfront base types transparency is measured as a percentage of the ground story transparency and the upper story transparency. The residential building type Apartment Buildings are also measured using this method.
 - [2] Ground Story. The ground story transparency is measured on the facade between two (2) feet and eight (8) feet above sidewalk level on arcades and storefronts, between three (3) and nine (9) feet for shopfronts. Refer to the building type standards for the minimum percentage.

- [3] Upper Story. The upper story transparency level of these buildings is measured from floor to floor. Refer to the building type standards for the minimum percentage.

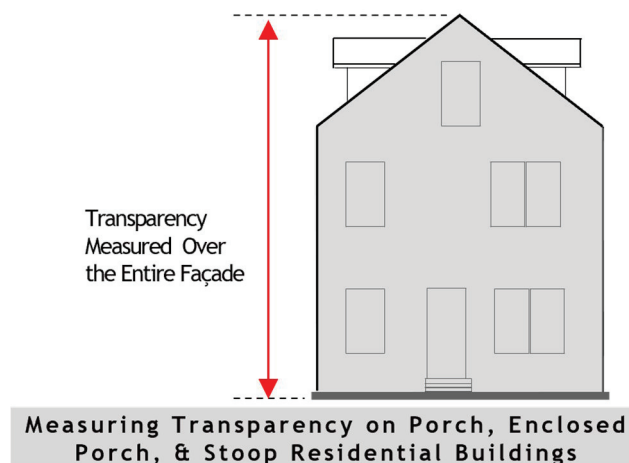
Figure 1405E(1): Measuring Transparency on Arcade, Storefront & Shopfront Buildings



- (b) Porch, Enclosed Porch, or Stoop Residential Buildings. (Refer to [Figure 1405E\(2\)](#)).

- [1] Transparency Measured by Facade. On residential buildings with a porch, enclosed porch, and stoop base type except the Apartment Building, transparency is measured as a percentage of the facade and not by story.
- [2] Ground and Upper Stories. Transparency is measured along the full facade, including the facade of a story located within the roof structure. Refer to the building type standards for the minimum percentage.

Figure 1405E(2): Measuring Transparency on Porch, Enclosed Porch & Stoop Residential Buildings



- (4) Measuring Height. The parameters outlined in this section detail how to measure the height of a structure. (Refer to [Figure 1405E\(3\)](#) and [Figure 1405E\(4\)](#)).

- (a) Height is Measured in Stories. Each Building Type includes a provision listing the number of permitted stories, typically in a range of stories.
- (b) Half-Stories. Half stories are located completely within the roof structure.
- (c) Floor to Floor Height. Each Building Type includes a permitted range of height for each story.
 - [1] This is measured in feet, between the floor of a story to the floor of the next story.
 - [2] The exceptions for this measurement are for single story buildings and the uppermost story of a multiple story building. Single story buildings and the uppermost story of multiple story buildings shall be measured from the floor of the story to the ceiling.

Figure 1405E(3): Measuring Height on Arcade, Storefront & Shopfront Buildings

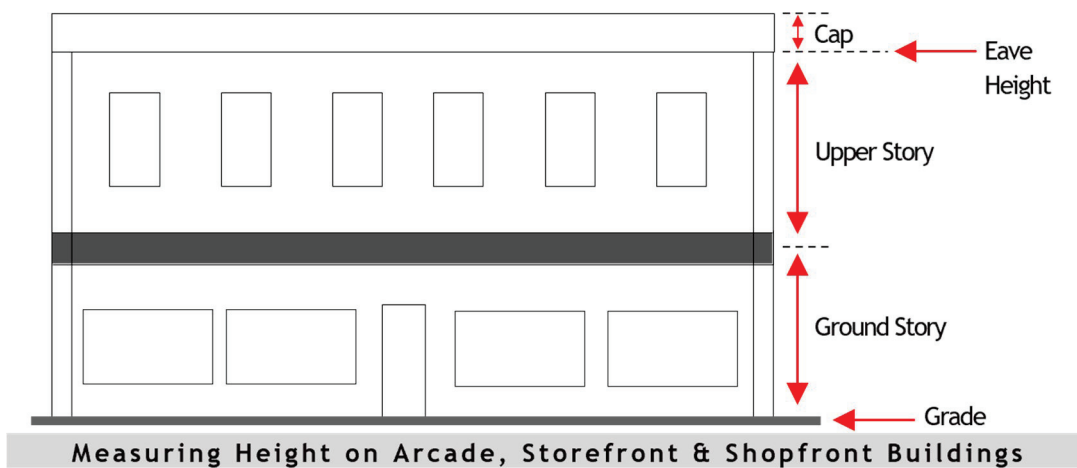
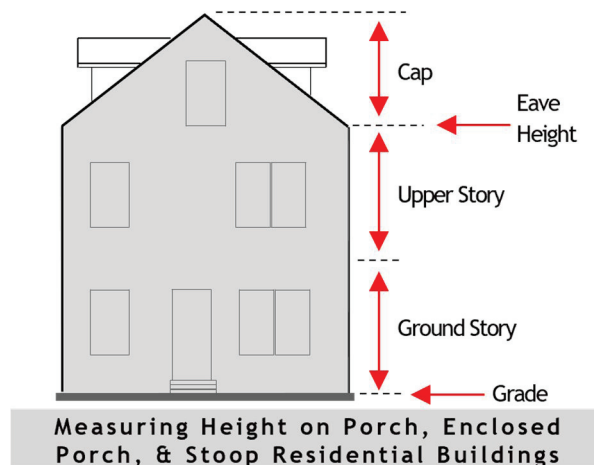


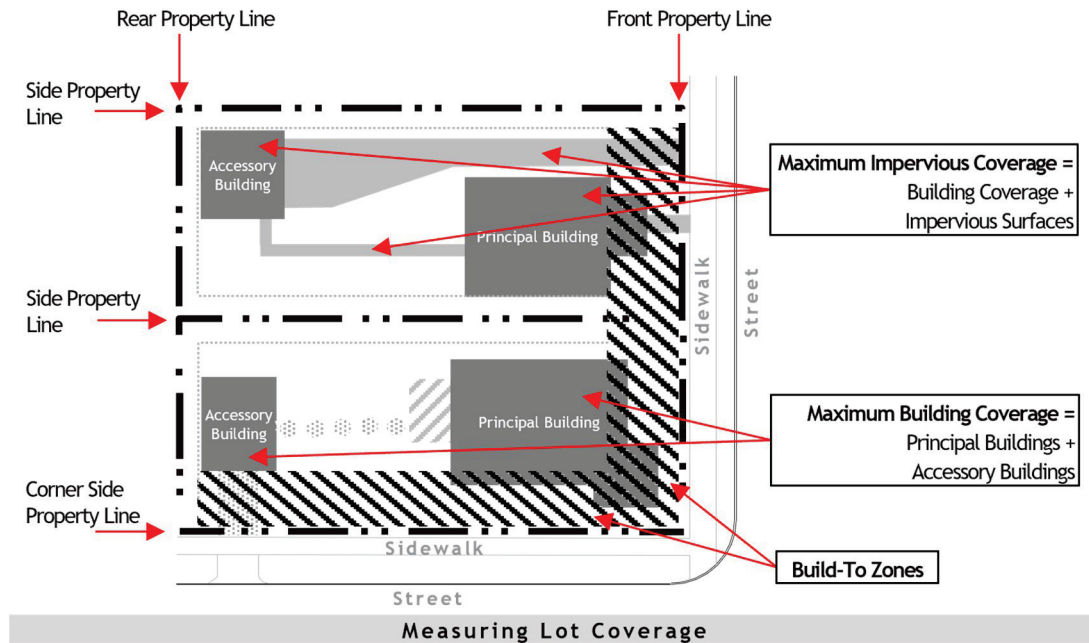
Figure 1405E(4): Measuring Height on Porch, Enclosed Porch & Stoop Residential Buildings



- (5) Measuring Coverage. The parameters outlined in this section detail how to measure the height of a structure. (Refer to Figure 1405E(5))
 - (a) Intent. To limit the quantity of pavement and other impervious surfaces within the GAP Neighborhood.

- (b) Building Coverage. The percentage of a lot covered by structures, principal and accessory.
- (c) Impervious Lot Coverage. The percentage of a lot covered by buildings (principal and accessory) pavement, and other impervious materials that prevent at least 40% absorption of water into the ground or plant material.

Figure 1405E(5): Measuring Lot Coverage



44-1406 Building Types

A. Commercial Building.

(1) Building Siting. (Refer to Figure 1406A(1))

(a) Street Frontage.

- [1] A minimum of 95% of the length of the front build-to zone must be occupied by building. The intersection of the front and corner side build-to zones (the corner) must be occupied by building.
- [2] Front and corner side building facades must be constructed within a build-to zones located from the property line five (5) feet into the site.
- [3] Eaves and upper floor bays, balconies, and awnings are permitted to extend over the front and corner side property lines to within five (5) feet of the curb, maintaining a minimum of ten (10) feet height clearance along public sidewalk.

(b) Side & Rear Yard Setbacks.

- [1] Side yard setback is not required.
- [2] Rear yard setback shall be a minimum of five (5) feet.

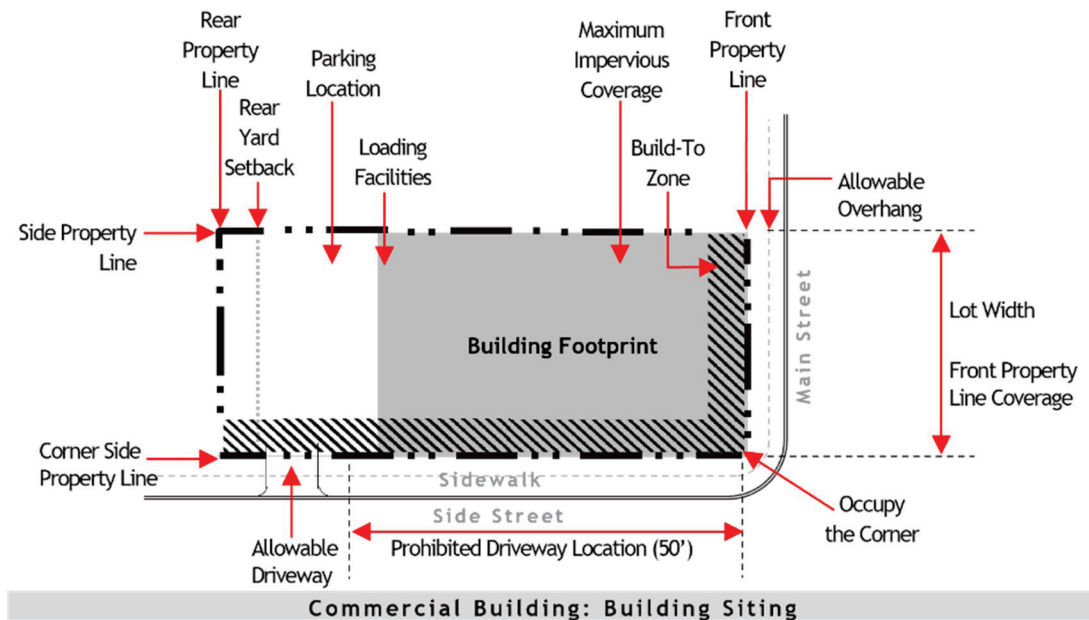
(c) Buildable Area.

- [1] Maximum impervious site coverage shall be 100%.
- [2] Minimum lot width is twenty-five (25) feet.

(d) Off-Street Parking & Loading.

- [1] Parking is permitted in the rear yard.
- [2] All loading facilities shall be located on the rear facade.
- (e) Driveways & Access.
 - [1] If no alley exists, one (1) driveway per lot is permitted.
 - [2] Driveway location shall be at least fifty (50) feet from the intersection of the front and corner side property lines.
 - [3] Shared driveways are encouraged.

Figure 1406A(1): Commercial Building Siting



(2) Height & Use Requirements.

(a) Building & Floor Heights.

- [1] Building height shall be a minimum of one (1) story and a maximum of three (3) stories. Up to four (4) stories in height are permitted, if the upper stories are set back a minimum of seven (7) and a maximum of fifteen (15) feet.
- [2] Allowable ground floor height is a minimum of fifteen (15) feet, maximum thirty (30) feet, as measured from floor to floor. When the ground floor is twenty (20) feet or more in height, it shall count as two (2) stories in terms of measuring the overall building height.
- [3] Allowable upper floor height is a minimum of nine (9) feet, maximum of fourteen (14) feet, as measured from floor to floor.
- [4] Accessory buildings shall not exceed the height of the principal building on the lot.

(b) Uses.

- [1] Specific use information can be found in [§ 44-1403](#).
- [2] Parking is permitted internally in the rear of the building; a minimum of thirty (30) feet from the front facade of the ground floor must be occupied by a permitted use other than parking.

Figure 1406A(2): Commercial Building Height & Use Requirements

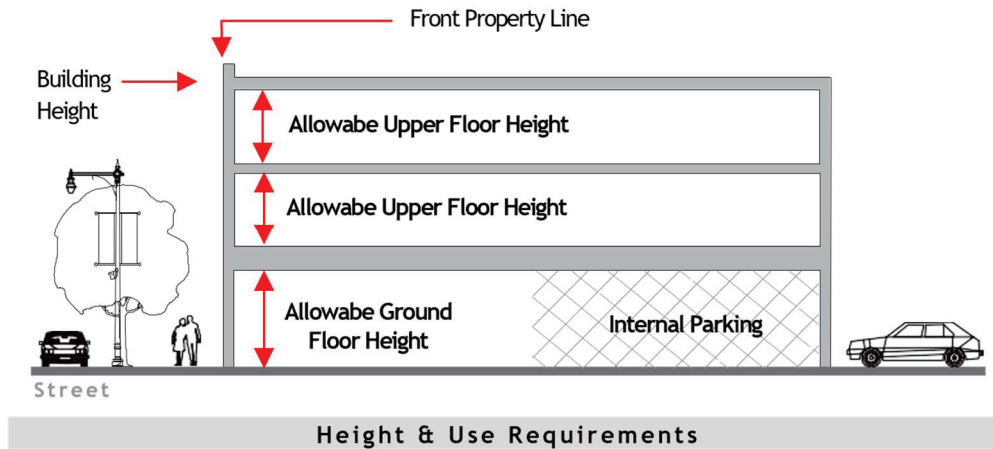
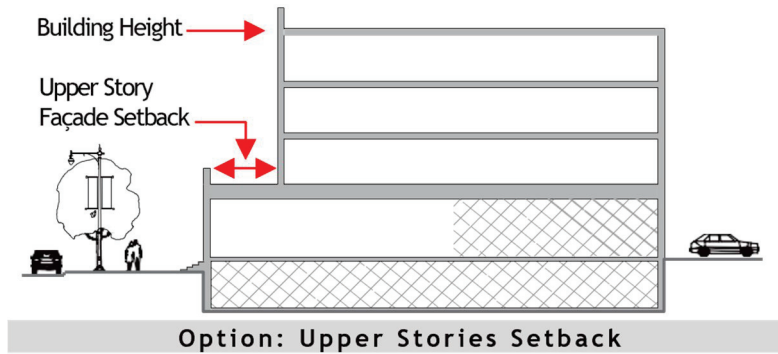


Figure 1406A(3): Commercial Building Height & Use Requirement Option: Upper Stories Setback



(3) Façade Requirements.

(a) Transparency.

- [1] A minimum of 20% of the upper story front facade, measured floor to floor shall have transparent, non-reflective windows.
- [2] An area no greater than 30% of the front and side facade per floor may have no transparency.

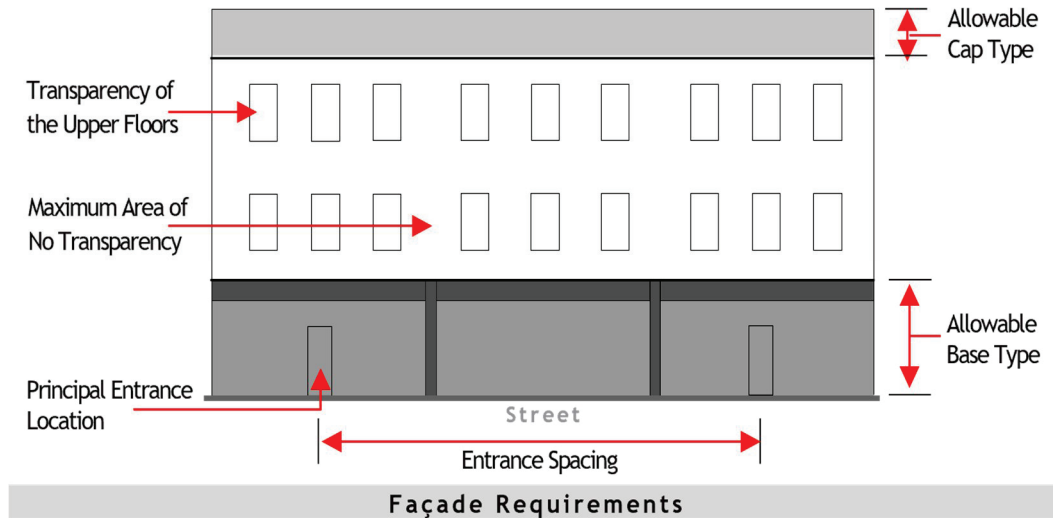
(b) Building Entrance.

- [1] The building's principal entrance must be on the front or side building facade. Entrances at the corner of a building satisfy this requirement.
- [2] Provide a minimum of one (1) entrance for every seventy-five (75) feet of building frontage on the front facade

(c) Allowable Cap & Base Types.

- [1] Allowable Cap Type is the parapet and tower.
- [2] Allowable Base Type is the storefront.

Figure 1406A(4): Commercial Building Façade Requirements



B. Cottage Commercial Building

(1) Building Siting. (Refer to Figure 1406B(1))

(a) Street Frontage.

- [1] A minimum of 60% of the length of the front build-to zone must be occupied by a building. The intersection of the front and corner side build-to zones (the corner) must be occupied by building.
- [2] Front building facade must be constructed within a build-to zone located between five (5) and fifteen (15) feet from the front property line.
- [3] Corner side building facades must be constructed within a build-to zone located ten (10) feet into the site.
- [4] Eaves and upper floor bays, balconies, and awnings are permitted to extend over the side property line to within five (5) feet of the curb, maintaining a minimum of ten (10) feet height clearance along public sidewalk.
- [5] Porches, stoops, and stairs may encroach into the front and corner side build-to zones.

(b) Side & Rear Yard Setbacks.

- [1] Side yard setback shall be a minimum of five (5) feet.
- [2] Rear yard setback shall be a minimum of five (5) feet.

(c) Buildable Area.

- [1] Maximum impervious site coverage shall be 65%; an additional 15% of the site may be semi-pervious.
- [2] Minimum lot width is forty (40) feet.

(d) Off-Street Parking & Loading.

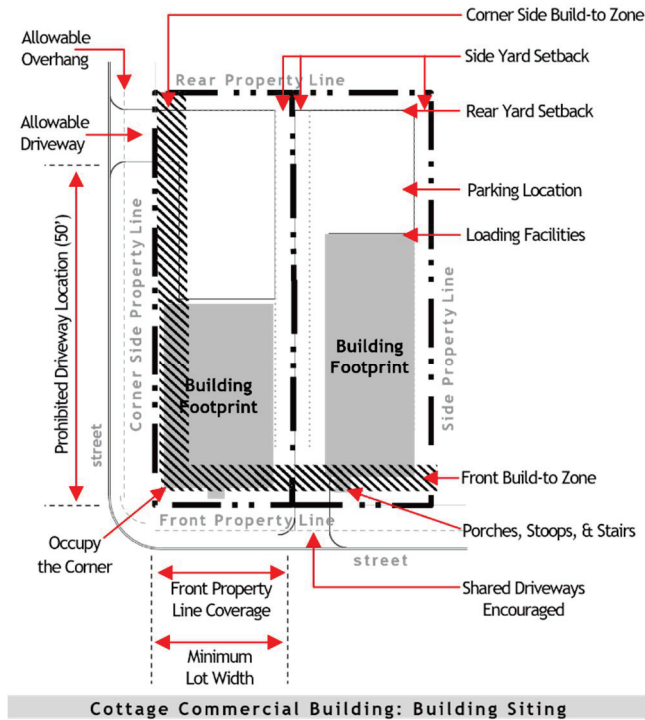
- [1] Parking is permitted in the rear yard of a lot.
- [2] All loading facilities shall be located on the rear facade.

(e) Driveways & Access.

- [1] If no alley exists, one (1) driveway per lot is permitted.

- [2] Driveway location shall be at least fifty (50) feet from the intersection of the front and side property lines.
- [3] Shared driveways are encouraged.

Figure 1406B(1): Cottage Commercial Building Siting



(2) Height & Use Requirements.

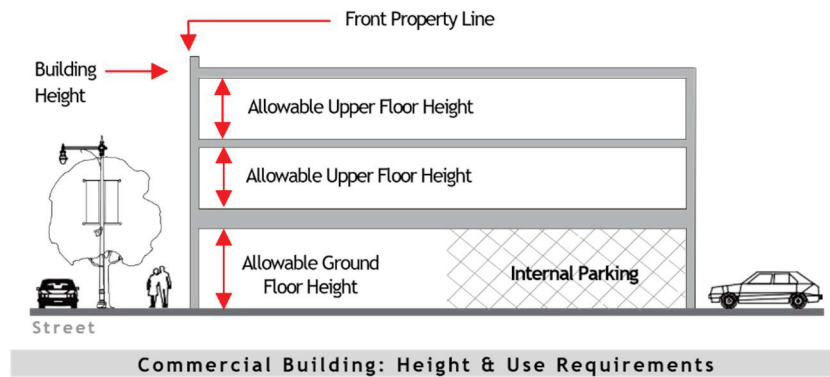
(a) Building & Floor Heights.

- [1] Building height shall be a minimum of one (1) story and a maximum of two and a half (2.5) stories.
- [2] Allowable ground floor height is a minimum of ten (10) feet, maximum fifteen (15), as measured from floor to floor.
- [3] Allowable upper floor height is a minimum of nine (9) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

- [1] Specific use information can be found in § 44-1403.

Figure 1406B(2): Cottage Commercial Building Height & Use Requirements



(3) Façade Requirements.

(a) Transparency.

- [1] A minimum of 20% of the upper story front façade, measured floor to floor shall have transparent, non-reflective windows.
- [2] An area no greater than 30% of the front and side facade per floor may have no transparency.

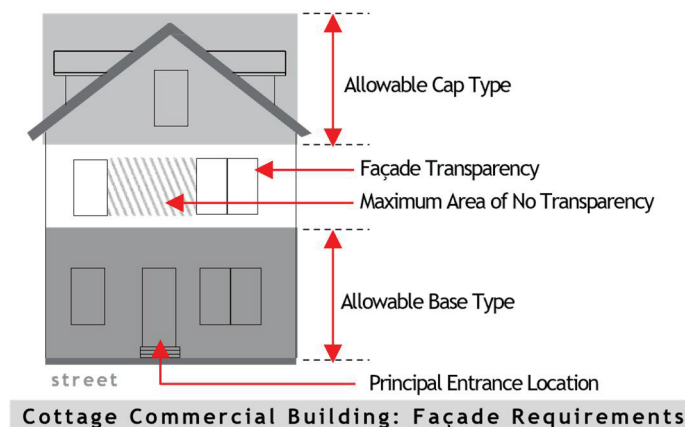
(b) Building Entrance.

- [1] The building's principal entrance must be on the front or corner side building facade. Entrances at the corner of a building satisfy this requirement.

(c) Allowable Cap & Base Types.

- [1] Allowable Cap Type is a pitched roof and tower.
- [2] Allowable Base Types are shopfront, porch, and stoop.

Figure 1406B(3): Cottage Commercial Building Façade Requirements



C. Warehouse Building

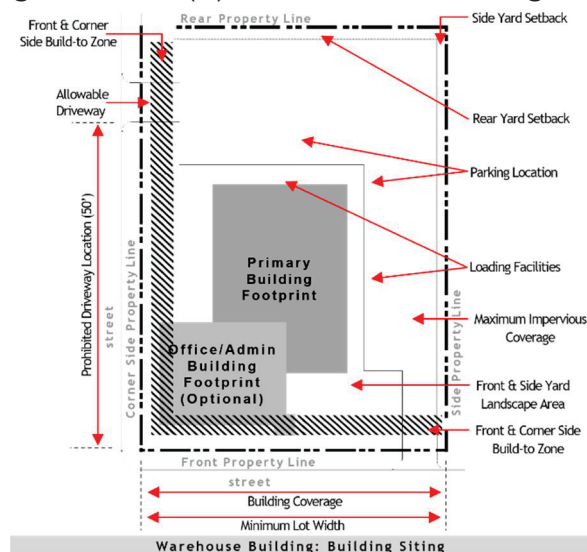
(1) Building Siting.

(a) Street Frontage.

- [1] A minimum of 40% of the length of the front build-to zone must be occupied by building. Front and corner side building facades must be constructed within a build-to zones located

- [2] between seven and a half (7.5) and fifteen (15) feet into the site.
- [3] Front, corner side, and side yards not occupied by building shall be landscaped.
- (b) Side & Rear Yard Setbacks.
 - [1] Side yard setback shall be a minimum of five (5) feet.
 - [2] Rear yard setback shall be a minimum of five (5) feet.
- (c) Buildable Area.
 - [1] Maximum impervious site coverage shall be 80%; an additional 10% of the site may be semi-pervious.
 - [2] Minimum lot width is fifty (50) feet.
- (d) Off-Street Parking & Loading.
 - [1] Parking is permitted in the rear and side yards of a lot, but may not extend beyond the face of the principal building into front and corner side build-to zones.
 - [2] All loading facilities shall be located on the side or rear facade.
- (e) Driveways & Access.
 - [1] If alley access is available, one (1) driveway per lot is permitted.
 - [2] If alley access is not available, one (1) driveway per street frontage is permitted.
 - [3] Driveway location shall be at least fifty (50) feet from the intersection of the front and side property lines.
 - [4] Shared driveways are encouraged.

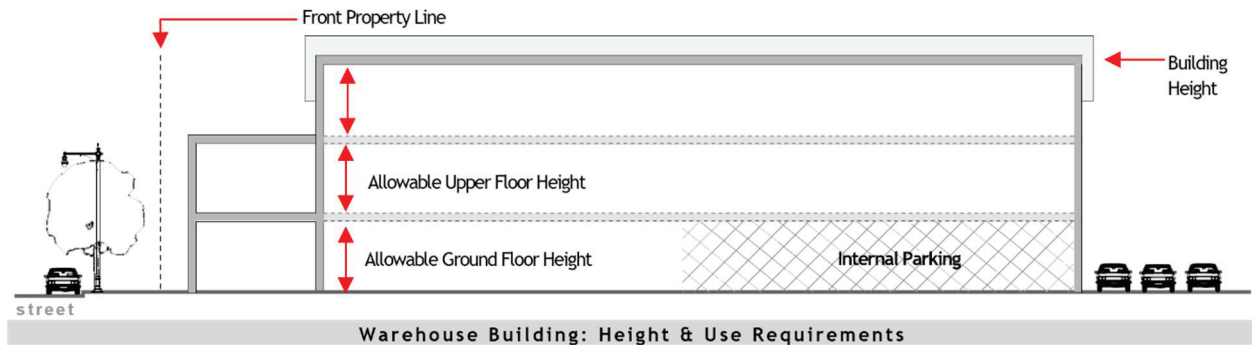
Figure 1406C(1): Warehouse Building Siting



- (2) Height & Use Requirements.
 - (a) Building & Floor Heights.
 - [1] Building height shall be a minimum of one (1) story and a maximum of three (3) stories.

- [2] Allowable floor height of the office/administration building is a minimum of nine (9) feet, maximum of fourteen (14) feet, as measured from floor to floor.
 - [3] Allowable floor height of the primary building is a minimum of nine (9) feet and a maximum of fourteen (14) for two (2) or three (3) stories; a minimum of nine (9) feet and a maximum of thirty-six (36) feet when one (1) story.
 - [4] Accessory buildings shall be no taller than the primary building on the site.
- (b) Uses.
- [1] Specific use information can be found in § 44-1403.
 - [2] Parking is permitted internally in the rear of the building; a minimum of thirty (30) from the front facade of the ground floor must be occupied by a permitted use other than parking.

Figure 1406C(2): Warehouse Building Height & Use Requirements



(3) Façade Requirements.

(a) Transparency.

- [1] A minimum of 20% of the upper story front façade of the optional office/administration building shall have transparent, non-reflective windows.
- [2] No minimum transparency is required for the upper stories of the primary building.

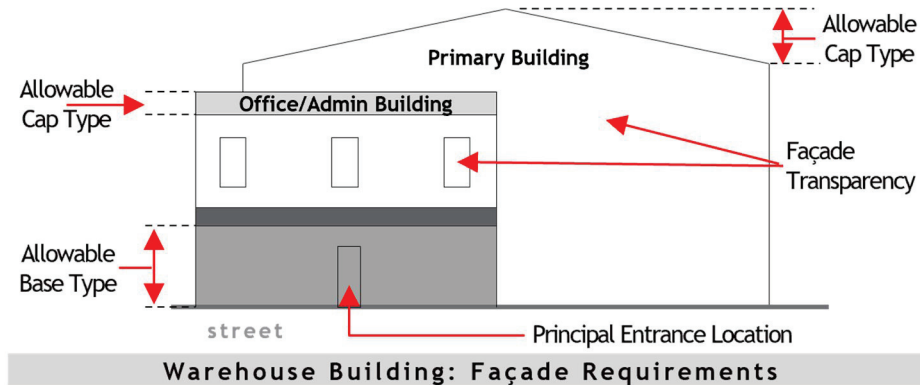
(b) Building Entrance.

- [1] The principal entrance is encouraged to be located on the front or side facade. Entrances at the corner of a building satisfy this requirement.

(c) Allowable Cap & Base Types.

- [1] Allowable Cap Types are parapet, pitched roof, low pitched roof, and tower.
- [2] Allowable Base Types for this building type are:
 - a. Shopfront or stoop for the optional office/administration building.
 - b. No required base type for the primary building.

Figure 1406C(3): Warehouse Building Façade Requirements



D. Iconic Building

(1) Building Siting.

(a) Street Frontage.

- [1] Front and corner side building facades must be constructed within build-to zones located between five (5) and twenty-five (25) feet into the site.
- [2] The intersection of the front and corner side build-to zones (the corner) must be occupied by a building.
- [3] Porches, stoops, and stairs may encroach into the front and side build-to zones.
- [4] Areas not occupied with building along the front, corner side, and side property lines shall be landscaped.
- [5] Multiple buildings may be constructed on a single lot; however, the minimum standards within this section ~~Section K~~ must be met.

(b) Side & Rear Yard Setbacks.

- [1] Side yard setback shall be a minimum of five (5) feet.
- [2] Rear yard setback shall be a minimum of five (5) feet.

(c) Buildable Area.

- [1] Maximum impervious site coverage shall be 60%; an additional 20% of the site may be semi-pervious.
- [2] Minimum lot width is fifty (50) feet.

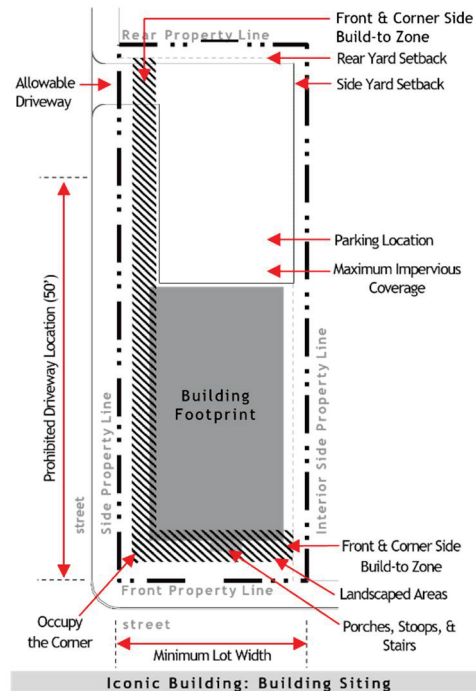
(d) Off-Street Parking & Loading.

- [1] Parking is permitted in the rear and side yards of a lot, but may not extend beyond the face of the principal building into front and corner side build-to zones.

(e) Driveways & Access.

- [1] If alley access is available, one (1) driveway per lot is permitted.
- [2] If alley access is not available, one (1) driveway per street frontage is permitted.
- [3] Driveway location shall be at least fifty (50) feet from the intersection of the front and corner side property lines.

Figure 1406D(1): Iconic Building Siting



(2) Height & Use Requirements.

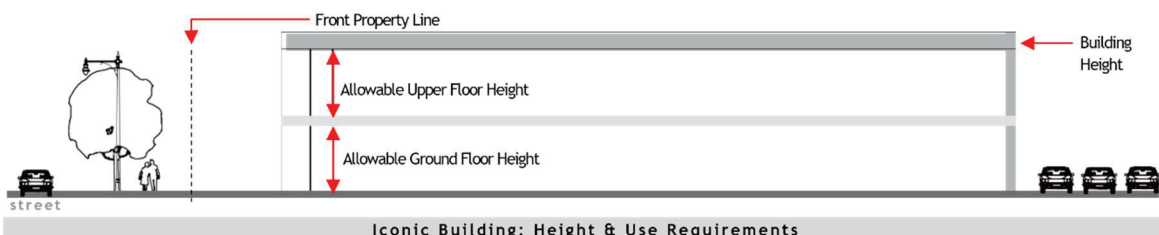
(a) Building & Floor Heights.

- [1] Building height shall be a minimum of one (1) story and a maximum of three (3) stories.
- [2] Allowable ground floor height.
 - a. With a one (1) story building, the minimum is fifteen (15) feet, maximum thirty (30) feet, as measured from floor to floor.
 - b. With a two (2) or three (3) story building, the maximum height for the ground floor is thirty (30) feet and the maximum upper story height is fifteen (15) feet, as measured from floor to floor.
- [3] Allowable upper floor height is a minimum of nine (9) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

- [1] Only ~~churches, synagogues, religious assembly~~ Places of Worship, Community or Cultural uses, Libraries, and Government or Civic uses are permitted in an Iconic Building Type.
- [2] Additional use information can be found in § 44-1403.

Figure 1406D(2): Iconic Building Height & Use Requirements



(3) Façade Requirements.

(a) Transparency.

[1] A minimum of 10% of the upper story front façade, measured floor to floor shall have windows.

[2] An area no greater than 30% of the front and side facade per floor may have no transparency.

(b) Building Entrance.

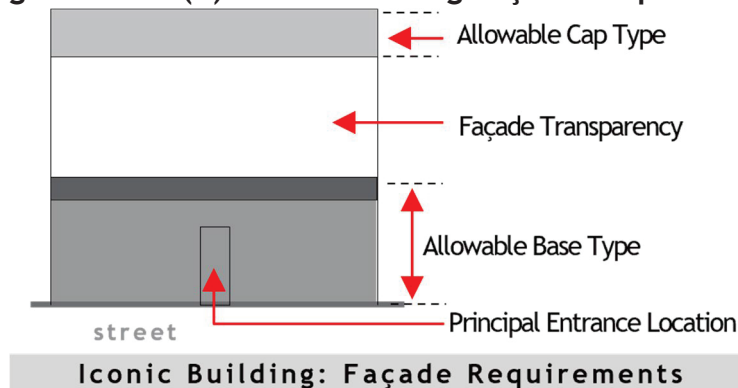
[1] The principal entrance must be located on the front or corner side building facade. Entrances at the corner of a building satisfy this requirement.

(c) Allowable Cap & Base Types.

[1] Allowable Cap Types are parapet, pitched foot, tower, and spire.

[2] Allowable Base Type is stoop.

Figure 1406D(3): Iconic Building Façade Requirements



E. House

(1) Building Siting.

(a) Street Frontage.

[1] Front facade of the principal building must be constructed within a build-to zone, located

[2] between seven and a half (7.5) and seventeen (17) feet into the site from the property line.

[3] Corner side facade of the principal building must be constructed within a build-to zone, located between five (5) and fifteen (15) feet into the site from the property line.

[4] Unenclosed porches, stoops and stairs are permitted to within two (2) feet of the front or side property line.

(b) Side & Rear Yard Setbacks.

[1] Side yard setback for the building shall be a minimum of five (5) feet.

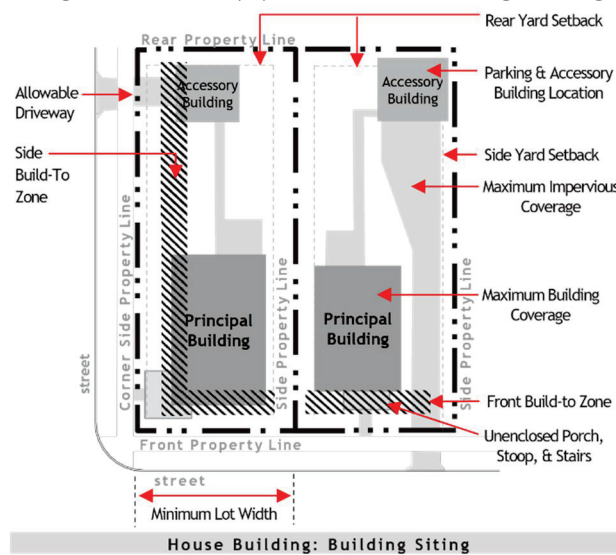
[2] Rear yard setback for the principal building shall be a minimum of five (5) feet.

(c) Buildable Area.

[1] Maximum building coverage shall be 45% of the net site area.

- [2] Maximum impervious site coverage shall be 55% of the net site area and an additional 5% of the site may be semi-pervious.
 - [3] Minimum lot width is forty (40) feet at the front property line.
 - [4] Minimum lot size is 3,000 square feet.
- (d) **Parking & Accessory Buildings.**
- [1] Surface parking and garages are permitted in the rear yard, behind the back facade of the principal building.
 - [2] Parking and garages are permitted within the corner side yard build-to zone, but may not extend beyond the face on the principal building into this yard.
- (e) **Driveways & Access.**
- [1] If no alley exists, one (1) driveway per lot is permitted.

Figure 1406D(1): House Building Siting



(2) Height & Use Requirements.

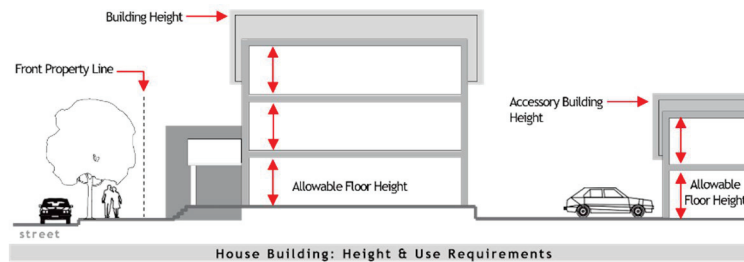
(a) Building & Floor Heights.

- [1] Building height shall be a minimum of one (1) story and a maximum of two and a half (2.5) stories.
- [2] Accessory building height may not exceed the height of the principal structure.
- [3] Allowable floor height is a minimum of eight (8) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

- [1] Specific use information can be found in § 44-1403.

Figure 1406E(2): House Building Height & Use Requirements



(3) Façade Requirements.

(a) Transparency.

- [1] A minimum of 15% of the front and the corner side facades shall have transparent, non-reflective windows.
- [2] An area no greater than 30% of the front and side facade per floor may have no transparency.

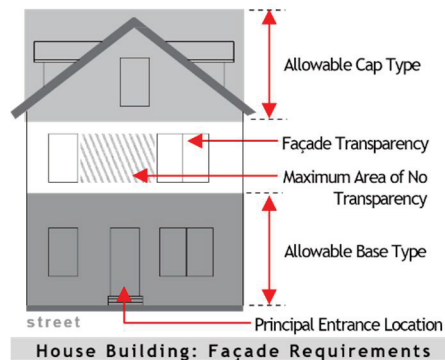
(b) Building Entrance.

- [1] The building's principal entrance must be located on the front, corner side, and side facades.

(c) Allowable Cap & Base Types.

- [1] Allowable Cap Type is a pitched roof. Towers are permitted on Houses with two (2) or more stories.
- [2] Allowable Base Types are stoop, porch, and enclosed porch.

Figure 1406E(3): House Building Façade Requirements



F. Estate House

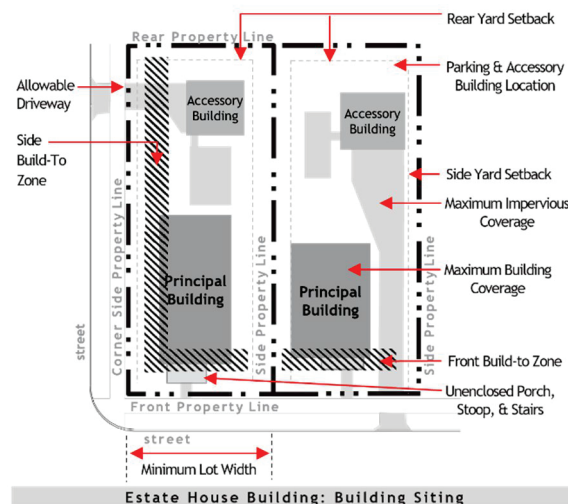
(1) Building Siting.

(a) Street Frontage.

- [1] Front facade of the principal building must be constructed within a build-to zone, located
- [2] between twenty-five (25) and forty-five (40) feet into the site from the property line.
- [3] Corner side facade of the principal building must be constructed within a build-to zone, located between five (5) and fifteen (15) feet into the site from the property line.

- [4] Unenclosed porches, stoops, and stairs are permitted to encroach fifteen (15) feet into the front and side yard setbacks.
- (b) Side & Rear Yard Setbacks.
 - [1] Side yard setback for the principal building shall be a minimum of five (5) feet.
 - [2] Rear yard setback for the principal building shall be a minimum of five (5) feet.
- (c) Buildable Area.
 - [1] Maximum building coverage shall be 30% of the net site area.
 - [2] Maximum impervious site coverage shall be 40% of the net site area and an additional 5% of the site may be semi-pervious.
 - [3] Minimum lot width is fifty (50) feet at the front property line.
 - [4] Minimum lot size is 7,000 square feet.
- (d) Parking & Accessory Buildings.
 - [1] Surface parking and garages are permitted in the rear yard.
 - [2] Parking and garages are permitted within the corner side yard build-to zone, but may not extend beyond the face on the principal building into this yard.
- (e) Driveways & Access.
 - [1] If no alley exists, one (1) driveway per lot is permitted.

Figure 1406F(1): Estate House Building Siting



(2) Height & Use Requirements.

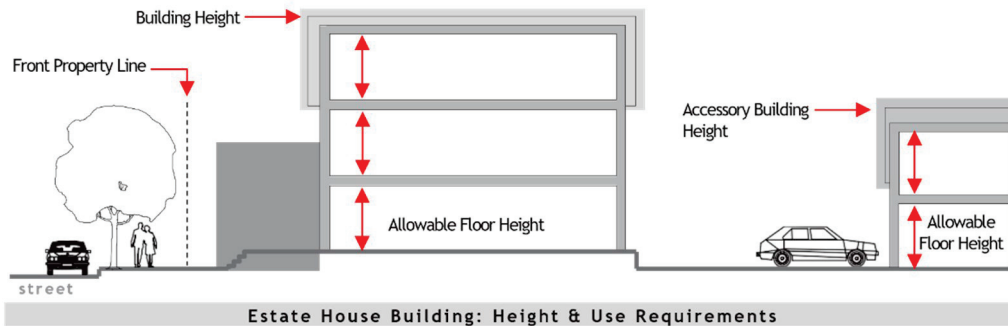
(a) Building & Floor Heights.

- [1] Building height shall be a minimum of one and a half (1.5) stories and a maximum of three (3) stories.
- [2] Accessory building height may not exceed the height of the principal building.
- [3] Allowable floor height is a minimum of eight (8) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

[1] Specific use information can be found in § 44-1403.

Figure 1406F(2): Estate House Building Height & Use Requirements



(3) Façade Requirements.

(a) Transparency.

[1] A minimum of 15% of the front and the corner side facades shall have transparent, non-reflective windows.

[2] An area no greater than 30% of the front and side facade per floor may have no transparency.

(b) Building Entrance.

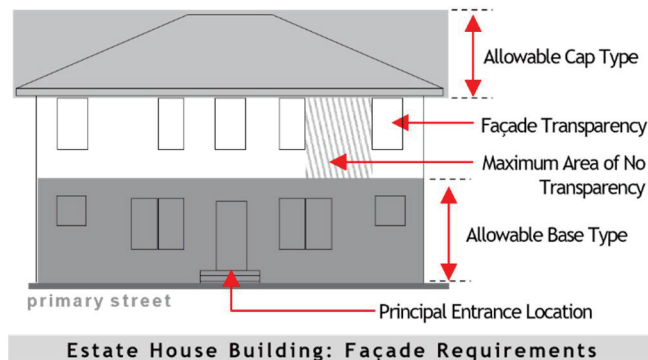
[1] The building's principal entrance must be located on the front, corner side, and side facades.

(c) Allowable Cap & Base Types.

[1] Allowable Cap Type is a pitched roof, low pitched roof, and tower.

[2] Allowable Base Types are stoop, porch, and enclosed porch.

Figure 1406F(3): Estate House Building Façade Requirements



G. Manor ~~MultiFamily~~ Multiple-Family (MF)

(1) Building Siting.

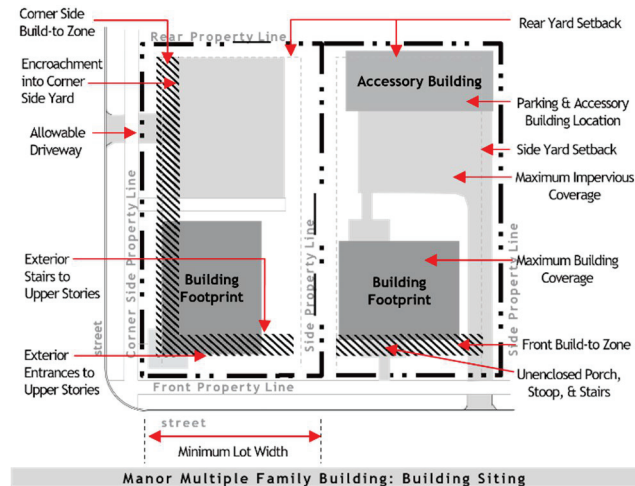
(a) Street Frontage.

[1] Front facade of the principal building must be constructed within a build-to zone, located

[2] between ten (10) and twenty-five (25) feet into the site from the property line.

- [3] In GAP 1, the front facade shall be constructed within a build-to zone located between twenty
- [4] (20) and thirty-five (35) feet.
- [5] Corner side facade of the principal building must be constructed within a build-to zone, located between five (5) and fifteen (15) feet into the site from the property line.
- [6] Unenclosed porches, stoops, and their associated stairs are permitted to within five (5) feet of the front or corner side property lines.
- [7] Exterior entrances to upper stories are not permitted on the front facade.
- [8] Exterior stairs to an upper story may not extend closer to the front property line than the front facade.
- (b) Side & Rear Yard Setbacks.
 - [1] Side yard setback for the building shall be a minimum of five (5) feet.
 - [2] Rear yard setback for the building shall be a minimum of five (5) feet
- (2) Buildable Area.
 - [1] Maximum building coverage shall be 45% of the net site area.
 - [2] Maximum impervious site coverage shall be 55% of the net site area and an additional 10% of the site may be semi-pervious.
 - [3] Minimum lot width is fifty (50) feet at the front property line. A width of forty (40) feet is
 - [4] permitted on corner lots and lots with alley access only.
 - [5] Minimum lot size is 3,000 square feet for a two
 - [6] (2) unit building; an additional five hundred (500) square feet are required for each additional unit.
- (b) Parking & Accessory Buildings.
 - [1] Surface parking and garages are permitted in the rear yard, behind the back facade of the principal building.
 - [2] Parking and garages are permitted within the corner side yard build-to zone, but may not extend beyond the face on the principal building into this yard.
- (c) Driveways & Access.
 - [1] If no alley exists, one (1) driveway per lot is permitted.

Figure 1406G(1): Manor Multiple-Family Building Siting



(3) Height & Use Requirements.

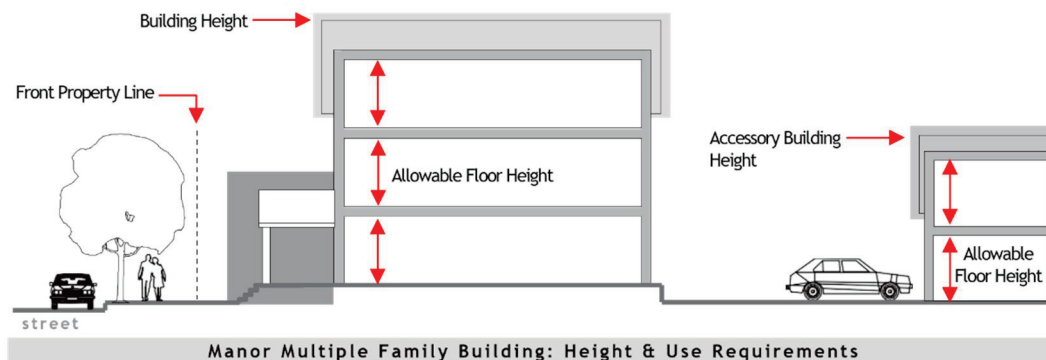
(a) Building & Floor Heights.

- [1] Principal building height shall be a minimum of two (2) stories and a maximum of two and a half (2.5) stories.
- [2] Accessory building height may not exceed the height of the principal building.
- [3] Allowable floor height is a minimum of eight (8) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

- [1] Specific use information can be found in § 44-1403.

Figure 1406F(2): Manor Multiple-Family Building Height & Use Requirements



(4) Façade Requirements.

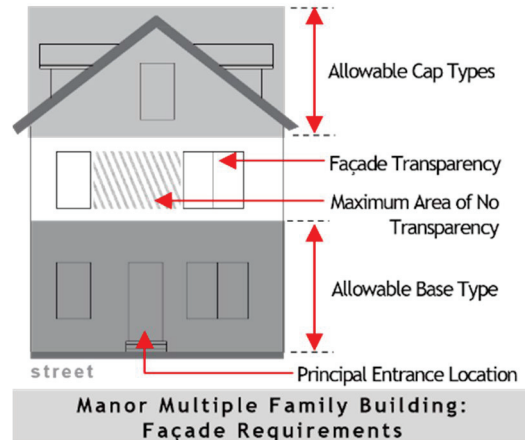
(a) Transparency.

- [1] A minimum of 15% of the front and the corner side facades shall have transparent, non-reflective windows.
- [2] An area no greater than 30% of the front and side facade per floor may have no transparency.

(b) Building Entrance.

- [1] The principal entrance must be located on the front, corner side, or side facade.
- (c) Allowable Cap & Base Types.
 - [1] Allowable Cap Types are the pitched and low pitched roof, and tower.
 - [2] Allowable Base Types are stoop, porch, and enclosed porch.

Figure 1406F(3): Manor Multiple-Family Building Façade Requirements



H. Rowhouse

(1) Building Siting.

(a) Street Frontage.

- [1] Front and corner side facades of the principal building must be constructed within a build-to zone, located between seven and a half (7.5) and fifteen (15) feet into the site from the property line.
- [2] Unenclosed porches, stoops, and stairs are permitted to within two (2) feet of the front or corner side property line.

(b) Side & Rear Yard Setbacks.

- [1] A minimum of two (2) and a maximum of five (5) continuous units are permitted to cluster without side yard setbacks.
- [2] The interior side of a multi-unit cluster must be set back a minimum of five (5) feet from the side property line.
- [3] The rear of the building must be set back a minimum of five (5) feet from the rear property line.

(2) Buildable Area.

- [1] Maximum building coverage shall be 55% of the net site area.
- [2] Maximum impervious lot coverage shall be 80% of the net lot area and an additional 10% of the site may be semi-pervious.
- [3] Minimum lot width is eighteen (18) feet at the front property line per unit.

(b) Parking & Accessory Buildings.

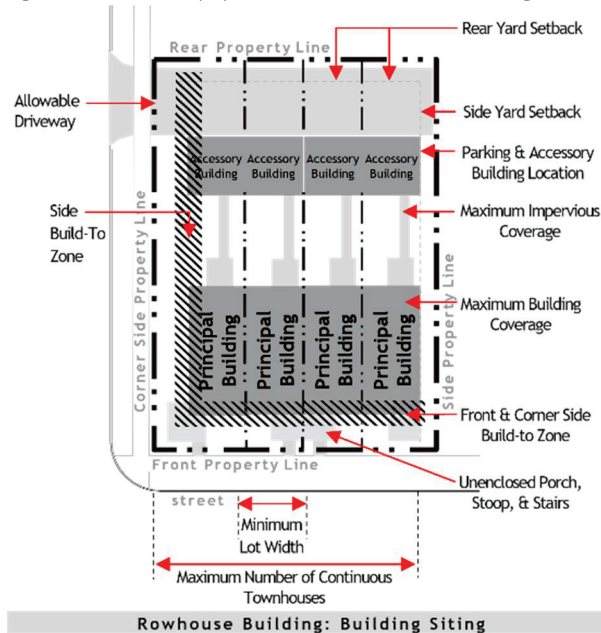
- [1] Surface parking and garages are permitted in the rear yard, behind the back facade of the principal building.

[2] Parking and garages are permitted within the corner side yard build-to zone, but may not extend beyond the face on the principal building into this yard.

(c) Driveways & Access.

[1] If no alley exists, one (1) driveway is permitted per set/cluster of rowhouses.

Figure 1406H(1): Rowhouse Building Siting



(3) Height & Use Requirements.

(a) Building & Floor Heights.

[1] Principal building height shall be a minimum of one and a half (1.5) stories and a maximum two and a half (2.5) stories.

[2] Accessory building height may not exceed the height of the principal building.

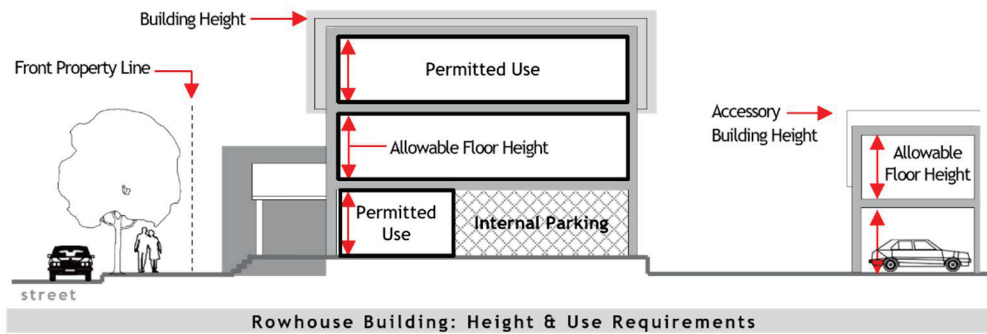
[3] Allowable floor height is a minimum of eight (8) feet, maximum of fourteen (14) feet, as measured from floor to floor.

(b) Uses.

[1] Specific use information can be found in § 44-1403.

[2] Parking is permitted internally in the rear of the building; a minimum of fifteen (15) feet from the front facade of the ground story must be occupied by a permitted use other than parking.

Figure 1406H(2): Rowhouse Building Height & Use Requirements



(4) Façade Requirements.

(a) Transparency.

[1] A minimum of 15% of the front and the corner side facades shall have transparent, non-reflective windows.

[2] An area no greater than 30% of the front and side facade per floor may have no transparency.

(b) Building Entrance.

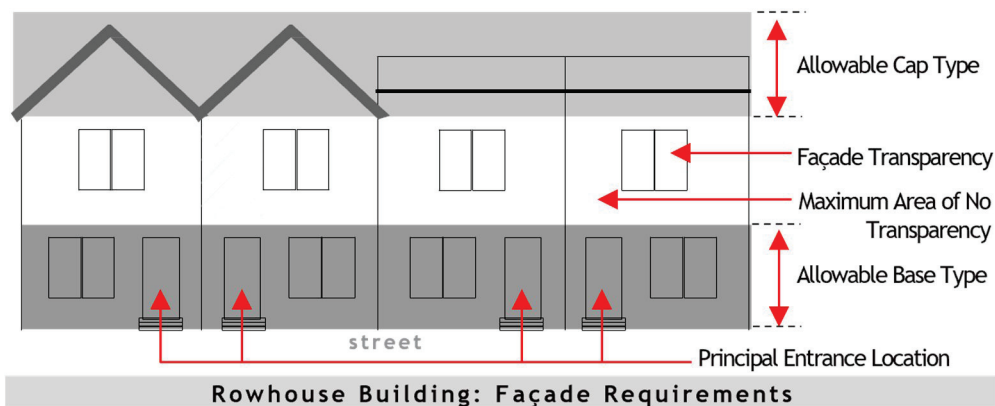
[1] The principal entrance must be located on the front or corner side facade.

(c) Allowable Cap & Base Types.

[1] Allowable Cap Types are the parapet and pitched roof. Towers are permitted only on end units.

[2] Allowable Base Types are stoop, porch, and enclosed porch.

Figure 1406H(3): Rowhouse Building Façade Requirements



I. Apartment Building

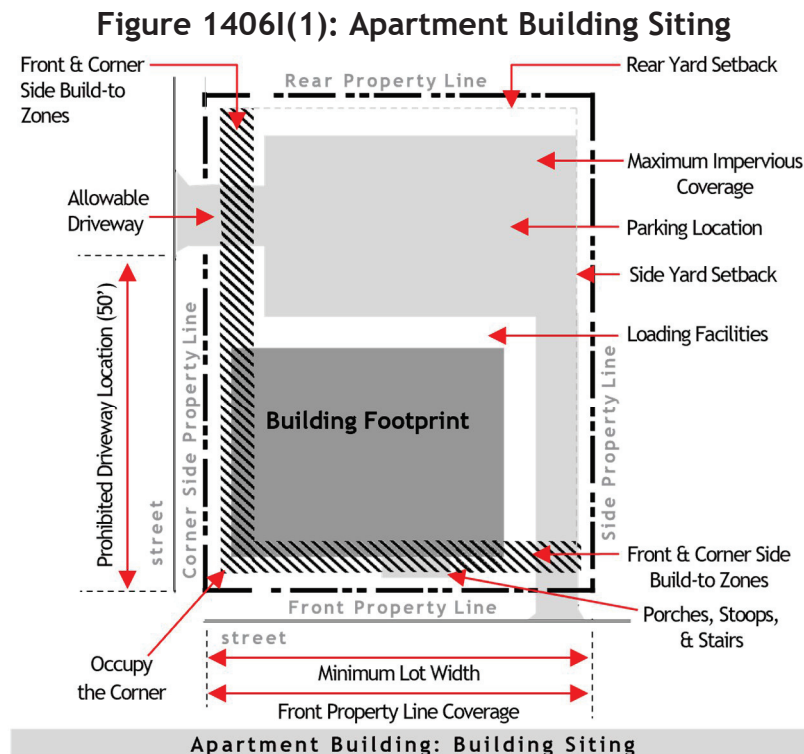
(1) Building Siting.

(a) Street Frontage.

[1] A minimum of 75% of the length of the front build-to zone must be occupied by building.

[2] The intersection of the front and corner side build-to zones (the corner) must be occupied by a building.

- [3] Front and side building facades must be constructed within a build-to zones located between seven and a half (7.5) and twenty (20) feet into the site.
- [4] Unenclosed porches, stoops, and stairs may encroach into the front and corner side build-to zones.
- (b) Side & Rear Yard Setbacks.
 - [1] Side yard setback shall be a minimum of five (5) feet.
 - [2] Rear yard setback shall be a minimum of five (5) feet.
- (c) Buildable Area.
 - [1] Maximum impervious site coverage shall be 70% and an additional 15% of the site may be semi-pervious.
 - [2] Minimum lot width is fifty (50) feet.
- (d) Off-Street Parking & Loading.
 - [1] Parking is permitted in the rear yard of a lot, but may not extend beyond the face of the principal building into the corner side build-to zones.
 - [2] All loading facilities shall be located on the rear facade.
- (e) Driveways & Access.
 - [1] If no alley exists, one (1) driveway per development is allowed.
 - [2] In GAP 5, one (1) driveway per street frontage is permitted.
 - [3] Driveway location shall be at least fifty (50) feet from the intersection of the front and side property lines.
 - [4] Shared driveways are encouraged.



- (2) Height & Use Requirements.
 - (a) Building & Floor Heights.

- [1] Building height shall be a minimum of one (1) story and a maximum of three (3) stories. Up to four (4) stories in height are permitted, if the upper stories are set back a minimum of seven (7) and a maximum of fifteen (15) feet.
- [2] Allowable floor height is a minimum of nine (9) feet, maximum of fourteen (14) feet, as measured from floor to floor.
- [3] Accessory building height may not exceed the height of the principal building.

(b) Uses.

- [1] Specific use information can be found in § 44-1403.
- [2] Parking is permitted internally in the rear of the building; a minimum of thirty (30) feet from the front facade of the ground story must be occupied by a permitted use other than parking.

Figure 1406I(2): Apartment Building Height & Use Requirements

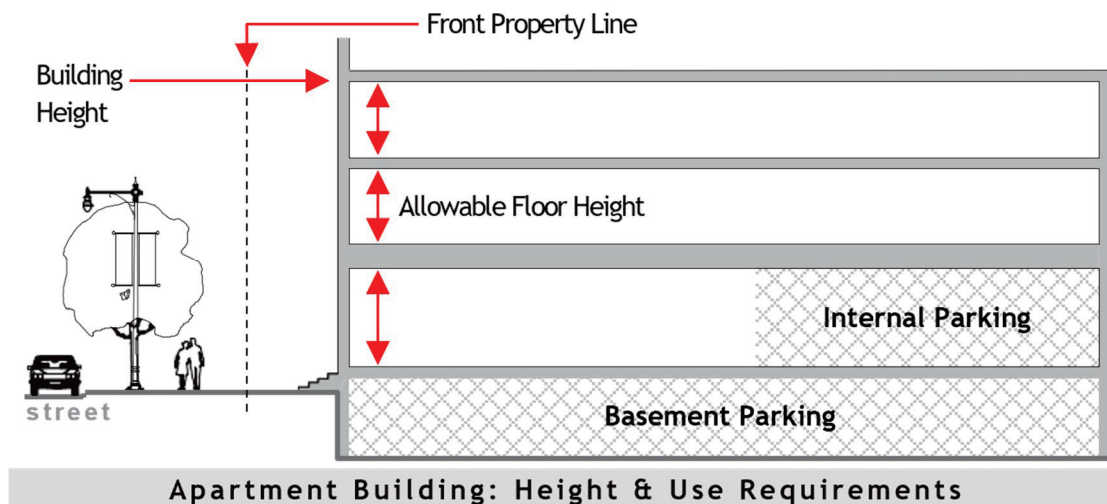
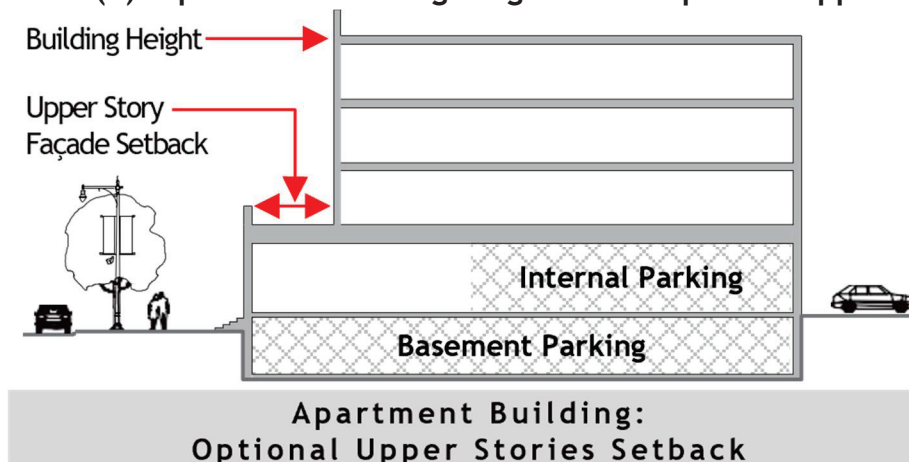


Figure 1406I(3): Apartment Building Height & Use Optional Upper Stories Setback

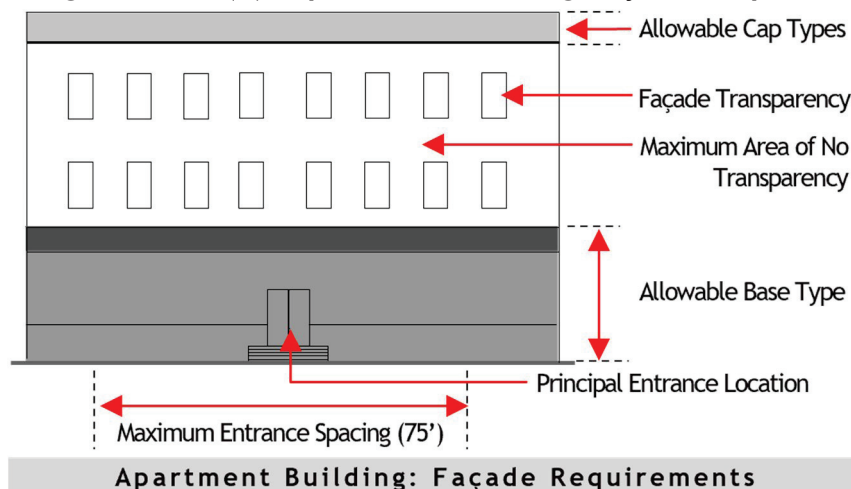


(3) Façade Requirements.

(a) Transparency.

- [1] A minimum of 20% of the upper story front facade, measured floor to floor shall have transparent, non-reflective windows.
- [2] An area no greater than 30% of the front and side facade per floor may have no transparency.
- (b) Building Entrance.
 - [1] The principal entrance must be located on the front or corner side building facade. Entrances at the corner of a building satisfy this requirement.
 - [2] Provide a minimum of one (1) entrance for every seventy-five (75) feet of building frontage on the front facade.
- (c) Allowable Cap & Base Types.
 - [1] Allowable Cap Types are the parapet, pitched roof, and tower.
 - [2] Allowable Base Types are the stoop and porch.

Figure 1406I(4): Apartment Building Façade Requirements



44-1407 Parking & Access Standards

- A. General Requirements. Within the boundaries of the GAP Neighborhood, off-street parking shall follow the standards of this section **Section Q**.
 - (1) Parking Facility Materials. All parking facilities and driveways shall be constructed using asphalt, concrete, or pavers. The use of semi-pervious materials are encouraged whenever appropriate.
 - (2) Building Type Standards. Each building type includes specific standards for locating parking and loading facilities, as well as the location and quantity of driveways permitted on a lot
- B. Off-Street Parking Requirements. Development within the GAP Neighborhood shall adhere to the minimum number of off-street parking spaces listed in Table 1407B.
 - (1) Required Number of Vehicular Parking Spaces. Refer to Table 1407B for standards specific to the GAP Neighborhood.
 - (2) Maximum Allowable Vehicles Spaces. No use shall provide more than 10% over the minimum parking required without incorporating at least two (2) of the following mitigating design features, except in House and Estate Buildings:

- (a) The surface of all excess parking spaces shall be a semi-pervious surface that allows stormwater to filter naturally into the ground.
 - (b) The frontage buffer shall be increased in width by 30% and the heavy side/rear buffer shall be used, regardless of the adjacent use.
 - (c) The interior parking lot landscaping shall be increased by 10% over the minimum requirements.
- (3) Shared Vehicular Parking. An arrangement in which two (2) or more nonresidential uses with different peak parking demands use the same off-street parking spaces to meet their off-street parking requirements.
 - (a) General Provisions. The City may permit up to 100% of the parking required for a daytime use to be supplied by the off-street parking spaces provided for a nighttime or Sunday use and vice versa.
 - (b) Approval. In order to approve a shared parking arrangement, the City must find, based on competent evidence provided by the applicant, that there is no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed.
 - (c) Description of Uses with Weekday, Nighttime, and Sunday Peak Parking.
 - [1] The following are considered predominantly weekday uses: office, retail and industrial uses.
 - [2] The following are typically considered predominantly nighttime or Sunday uses: entertainment, eating and drinking establishments, religious assembly, auditoriums accessory to schools and other similar uses with peak activity at night or on Sundays, as authorized by the City.
- (4) Cooperative Vehicular Parking. An arrangement in which two (2) or more categories of uses provide their required off-street parking in the same parking lot, thereby reducing the number of individual parking lots and the number of curb cuts used to serve the parking lots.
 - (a) General Provisions. Cooperative parking will be approved in accordance with the following:
 - [1] Up to a 20% reduction may be approved when four (4) use categories are involved.
 - [2] Up to a 15% reduction may be approved when three (3) use categories are involved.
 - [3] Up to a 10% reduction may be approved when two (2) use categories are involved.
 - (b) Approval. The City must approve the cooperative agreement if any of the uses are not located in the same building.
 - (c) Location of Cooperative Parking. Any cooperative parking arrangements must be within five hundred (500) feet of the entrance of the use to the closest parking space within the cooperative parking lot, as measured along the shortest pedestrian path.
 - (d) Required Agreement. An agreement providing for cooperative use of an off-site parking lot, executed by the parties involved, shall be in a form approved by and filed with the City.

- [1] Cooperative parking arrangements shall continue in effect only as long as the agreement remains in force.
- [2] If the agreement is no longer in force, then parking must be provided as otherwise required.
- (e) Parking Credits. The minimum off-street parking requirements may be reduced by achieving parking in one or all of the following credits.
 - [1] On-Street Parking Credit. On-street parking within five hundred (500) feet of any lot line may be credited to the parking requirement at a rate of one (1) credit for every two (2) on-street parking spaces.
 - [2] Public Parking Credit. Public parking within five hundred (500) feet of any lot line may be credited to the parking requirement at a rate of one (1) credit for every three (3) public parking spaces.
- (f) Required Number of Bicycle Parking Spaces. A minimum of two (2) spaces are required for each use that requires bicycling parking, unless otherwise stated in Table 1407B.
 - [1] Dimensions. Required bicycle parking spaces shall have minimum dimensions of two (2) feet in width and six (6) feet in length.
 - [2] Location. Bicycle parking may be located in the following locations:
 - a. Required bicycle parking may be located indoors or outdoors, provided it is located on the lot with which it is associated.
 - b. Required bicycle parking for residential uses may be provided in garages, storage rooms or other secure areas that are accessible to residents. Spaces in individual dwelling units may not be counted toward bicycle parking requirements.
 - [3] Signage. If required bicycle parking for public use is not visible from the street, signs must be posted indicating their location.
 - [4] Maintenance and Lighting. Areas used for required bicycle parking must be well lighted and paved, with acceptable drainage to be reasonably free of mud and standing water.

Table 1407B: Off-Street & Bicycle Parking Standards Specific to the GAP Neighborhood

Use	Required Vehicular <u>Parking Spaces</u>	Required Bicycle <u>Parking Spaces</u>
Public Assembly Uses		
Churches, Synagogues, Temples, & Religious Facilities <u>Places of Worship</u>	0.33/Seat	
Libraries	1/400 Sq. Ft.	
Community Centers	0.33/Seat	
Police & Fire Station	0.5/Employee + 1/Office Vehicle	1/10 Vehicular Spaces, minimum of 4 <u>Spaces</u>
Post Office	1/300 Sq. Ft. + 1/Office Vehicle	
Neighborhood Entertainment Uses	0.33 / Seat	
Eating & Drinking Establishments	0.60 / Seat	

Table 1407B: Off-Street & Bicycle Parking Standards Specific to the GAP Neighborhood

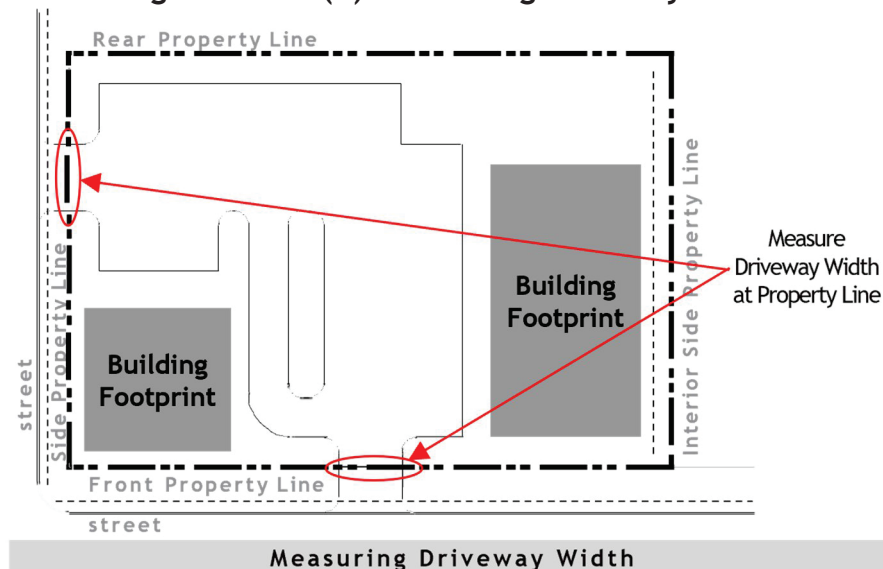
Use	Required Vehicular Parking Spaces	Required Bicycle Parking Spaces
Public Assembly Uses		
<u>Parks & Outdoor Spaces and Recreation Facilities</u>		1/1,000 Sq. Ft. of Land
Education Services		
Nursery & Pre-Schools	1.25/Employee	
Independent / Assisted Living Facilities	0.5/Bed + 1/Employee at Largest Shift	
Nursing Home	0.5/Bed	1/10 Vehicular Spaces, minimum of 4 Spaces
Child / Day-Care	1.35/Employee	
Halfway House <u>Group Home for Parolees</u>	1/Employee + 1/5 Beds unless facility residents are not permitted to drive	
Residential Uses		
<u>Dwelling, Single-Family / Two-Family</u>	1/Dwelling Unit	
<u>Dwelling, Multiple-Family: 1 Bedroom</u>	1.25/Dwelling Unit	1/2 Vehicular Spaces (Buildings with 8+ Units Only)
<u>Dwelling, Multiple-Family: 2 Bedrooms</u>	1.5/Dwelling Unit	
<u>Dwelling, Multiple-Family: 3 Bedrooms</u>	1.75/Dwelling Unit	
<u>Dwelling Unit, Accessory Family</u>	1/Dwelling Unit	
<u>Bed & Breakfast Establishments</u>	1.25/Room	
Store & Office Uses		
Retail & Service Uses	1/300 sq. ft.	
Office <u>Uses</u>	1/250 sq. ft.	
Garden Center	1/300 sq. ft. of Sales Area	1/10 Vehicular Spaces
Vehicle Supply (No Service)	1/300 sq. ft.	
Funeral Home	.33/Seat + 1/Company Vehicle	
Industrial & Manufacturing Uses		
Craftsman/Limited Industrial	1/Employee at Largest Shift	
Manufacturing/Assembly/ Distribution/Warehousing/ Packing	1/Employee at Largest Shift	

C. Access Requirements. Development of driveways within the GAP Neighborhood shall adhere to the standards in § 44-1206, with the following exceptions and additional provisions.

- (1) Quantity and Placement. Refer to the building type standards starting in Section H for information on the quantity of driveways permitted and their appropriate location on a lot.

- (a) Driveways shall be no closer than one (1) foot from the property line.
- (b) Driveways shall be no closer than five (5) feet from the centerline of a hydrant, light standards, traffic signal, utility pole, or other similar facility.
- (2) Dimensions. All Driveways shall have a maximum size of twenty-five (25), measured at the property line, unless otherwise specified below. Refer to [Figure 1407C\(1\)](#).
 - (a) Residential Building Types. Building types constructed in GAP 1-4 shall have a maximum curb cut size of twelve (12) feet.
 - (b) Shared Access. When possible, adjacent developments should share points of access to minimize the vehicular pedestrian conflicts and traffic congestion. This does not apply to development of single-family homes.
 - (c) Shared Driveway Width. When access is shared between two (2) or more users, a dedicated turn lane may be constructed with the City's permission. This would allow an increase in the maximum driveway up to thirty-two (32) feet.

Figure 1407C(1): Measuring Driveway Width

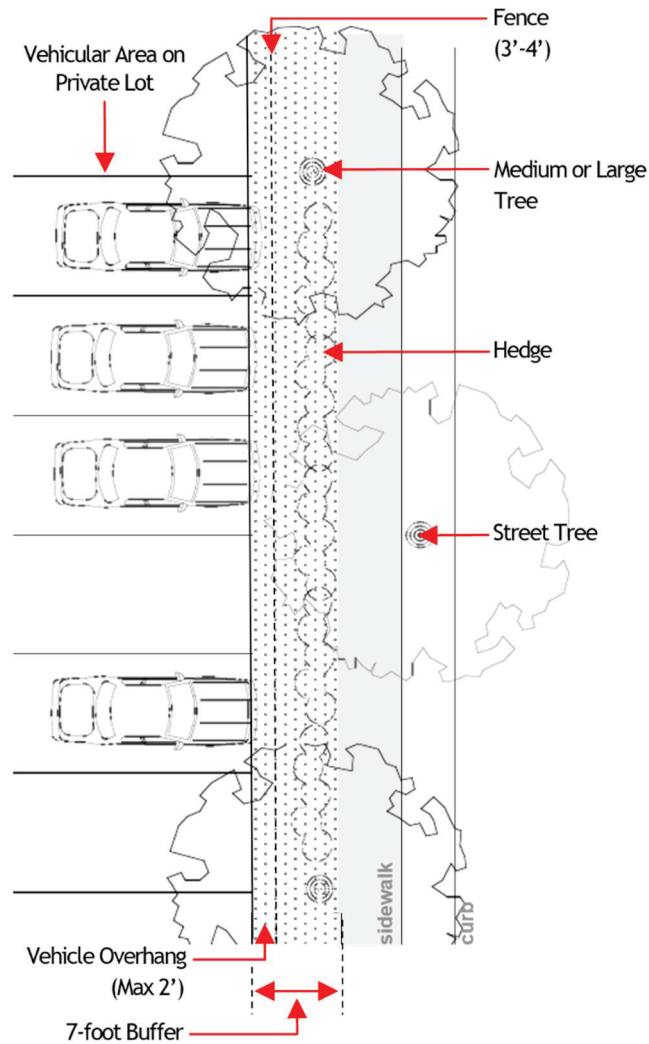


44-1408 Landscape Standards

- A. **Parking Lot Frontage Buffer.** To lessen the visual impact of vehicular areas visible from the street, the following is required.
 - (1) **Applicability.** These requirements apply to all properties in the GAP Neighborhood where a vehicular area is located adjacent to a vehicular right-of-way.
 - (a) **Exceptions.** The exceptions to the application of the frontage buffer are:
 - [1] Single family residences.
 - [2] Vehicular areas along alleys.
 - (b) The City may reduce these screening requirements through crediting existing landscaping within the proposed buffer area.
 - (2) **Requirements.** These standards are illustrated in [Figures 1408A\(1\) and 1408A\(2\)](#).
 - (a) **Depth.** The landscape buffer shall consist of an area seven (7) feet in depth between the front and corner side property line and the vehicular area on the parcel with the following exception:

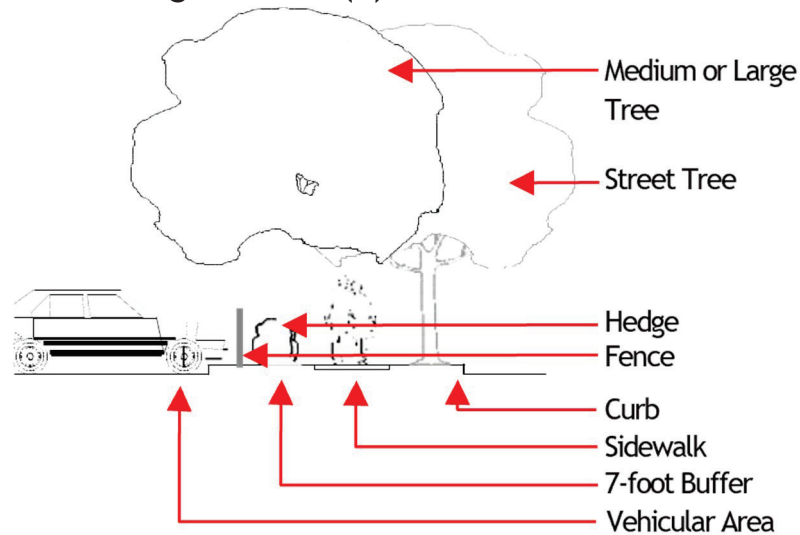
- [1] When the parcel is located adjacent to GAP 1-4, the frontage buffer must be located from the face of the adjacent building located the furthest from the front property line. The additional yard between the buffer and the front property line must be landscaped.
- (b) Uses and Materials. Uses and materials other than those indicated are prohibited in the buffer.
- (c) A medium or large tree must be planted a minimum of every thirty-five (35) or forty (40) feet, respectively within the seven (7) feet of required landscape buffer, located on the street side of the fence.
 - [1] The spacing of these trees should alternate with street trees so that the final effect is a staggered tree line.
 - [2] All trees planted in the landscape buffer area shall be large or medium deciduous trees (Refer to § 44-1305 - Plant material requirements).
- (d) Fence. A minimum of three (3) and a maximum four (4) feet in height steel or PVC picket fence is required, located two (2) feet from the back of curb of the vehicular area.
 - [1] No other fence material is permitted.
 - [2] Fence colors are limited to black, grey, or dark green.
 - [3] Fence opacity must be no greater than 60%, no less than 30%.
 - [4] A gate opening of five (5) feet is permitted every one hundred (100) feet.
- (e) Hedge. A continuous hedge is required on the street side of the fence, located between required trees and in front of vehicular areas. The hedge must consist of individual shrubs with a minimum width of twenty-four (24) inches, spaced no more than thirty-six (36) inches on center.
- (f) Vehicle Overhang. The front or rear bumper overhang of vehicles parked within the vehicular area may encroach upon the required setback up to a maximum distance of two (2) feet.
- (g) Access. This screening requirement is not to be interpreted as prohibiting the installation of or provision for openings necessary for allowable access drives and walkways connecting to the public sidewalk.

Figure 1408A(1): Front Buffer Plan



Front Buffer: Plan

Figure 1408A(2): Front Buffer Section



Front Buffer: Section

- B. Side and Rear Yard Landscape Buffer. To minimize the impact that one land use may have on a neighboring land use, side and rear yard buffers are required to provide a transition between the uses.
- (1) Applicability. Side and rear yard buffers are required as detailed in Table 1404A(10). The City may reduce the buffer requirements through crediting existing landscaping within the proposed buffer area.
 - (2) Requirements.
 - (a) Depth. Side and rear yard buffers are to be installed in an area five (5) feet in depth adjacent to rear and side property lines.
 - (b) Uses and Materials. Uses and materials other than those indicated are prohibited in the side and rear yard buffer.
 - (c) Trees. All trees planted in the landscape buffer area shall be small, medium or large trees (Refer to § 44-1305 - Plant material requirements) with at least one medium or large tree planted every forty (40) feet within the five (5) feet of required landscape buffer.
 - (3) Heavy Buffer Requirement, Fence, and Hedge Combination. Typical buffer requirements for the steel fence and hedge combination are illustrated in Figures 1408B(1) and 1408B(2).
 - (4) Fence. A minimum six (6) feet in height steel or PVC picket fence is required in conjunction with a continuous hedge.
 - (a) No other fence material is permitted.
 - (b) Fence colors are limited to black, grey, or dark green.
 - (c) Fence opacity must be no greater than 60%, no less than 20%.
 - (d) A gate opening of five (5) feet is permitted every one hundred (100) feet.
 - (5) A continuous hedge is required, located between required trees.
 - (a) The hedge must consist of individual shrubs with a minimum width of twenty-four (24) inches at installation or at maturity within one year, spaced no more than thirty-six (36) inches on center.
 - (b) A minimum of fifteen (15) shrubs per every one hundred (100) feet of fence is required as needed to achieve continuous hedge.

Figure 1408B(1): Side/Rear Yard Heavy Buffer Plan (Steel Fence and Hedge Combination)

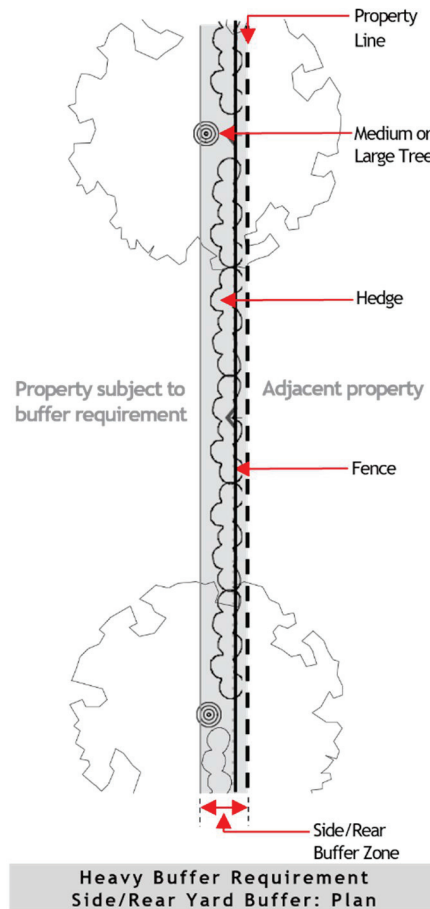
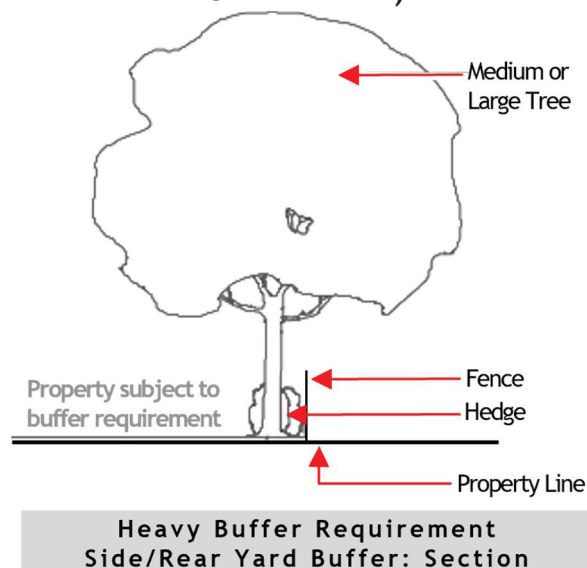


Figure 1408B(2): Side/Rear Yard Heavy Buffer Section (Steel Fence and Hedge Combination)



(6) Light Buffer Requirement. Typical light buffer requirements are illustrated in [Figures 1408B\(3\) and 1408B\(4\)](#).

- (a) A continuous double hedge is required, located between required trees. The double hedge must consist of two rows of individual shrubs with a minimum width of twenty-four (24) inch spaced no more than thirty-six (36) inches on center.
- (b) A minimum of thirty (30) shrubs per every one hundred (100) feet of fence is required.

Figure 1408B(3): Side/Rear Yard Light Buffer Plan

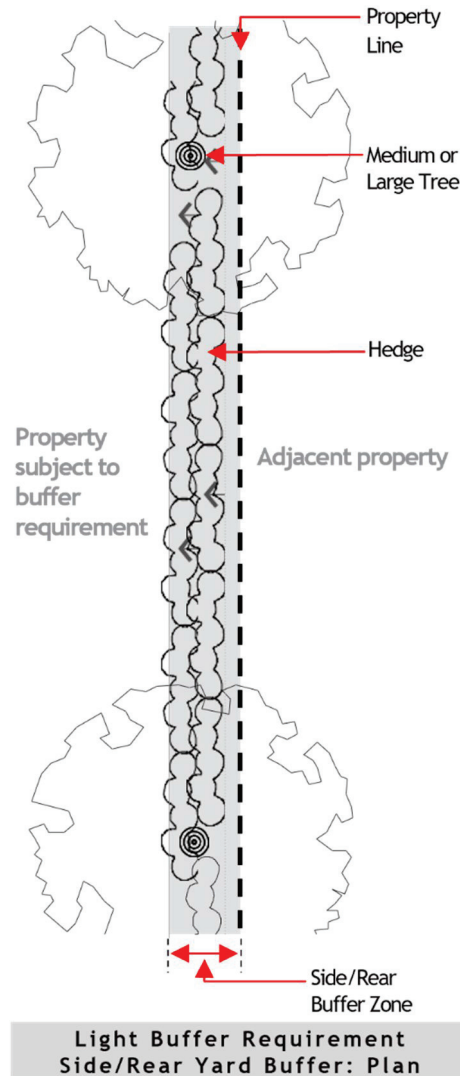
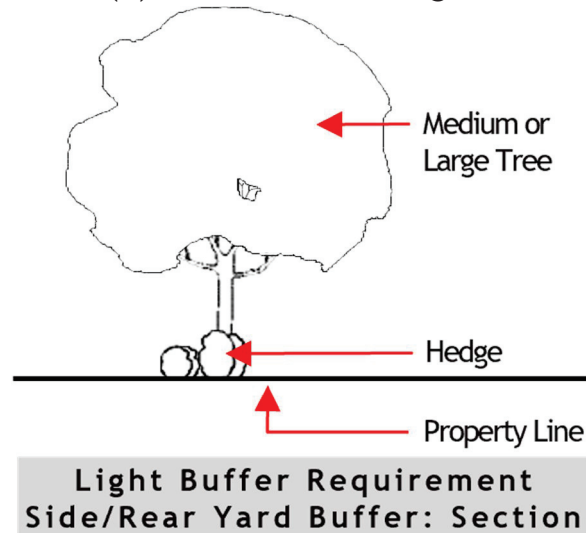


Figure 1408B(4): Side/Rear Yard Light Buffer Section



C. Interior Parking Lot Landscaping. To provide shade, minimize paving and improve the aesthetic look of parking lots, the following standards apply.

(1) Applicability. Interior parking lot landscaping is required for all off-street parking areas, regardless of size. The requirements herein apply to all development, except House, Estate House, and Manor Multiple-Family Buildings.

(2) Requirements. Typical parking lot landscaping requirements are illustrated in [Figure 1408C\(1\)](#).

(a) Terminal Ends of Free-Standing Rows. Landscape islands are required at the terminal ends of any free-standing rows or bays of parking. Free-standing rows or bays of parking are those that are not abutting the parking lot perimeter, and can have a single or double row of parking.

(b) Landscape Islands. A landscape island shall be provided every ninth parking space for rows of parking that are more than eight (8) spaces in length. ~~There shall be no more than eight (8) continuous parking spaces in a row without a landscape island.~~

(c) Trees in Landscape Islands. Each landscape island must have one (1) medium or large tree planted within it.

(d) Internal Area Not Dedicated to Parking or Drive. Any space within the parking lot limits that is not dedicated to parking, loading or driveway path shall be landscaped.

[1] One (1) medium or large deciduous tree is required in such spaces for the first one- hundred fifty (150) square feet.

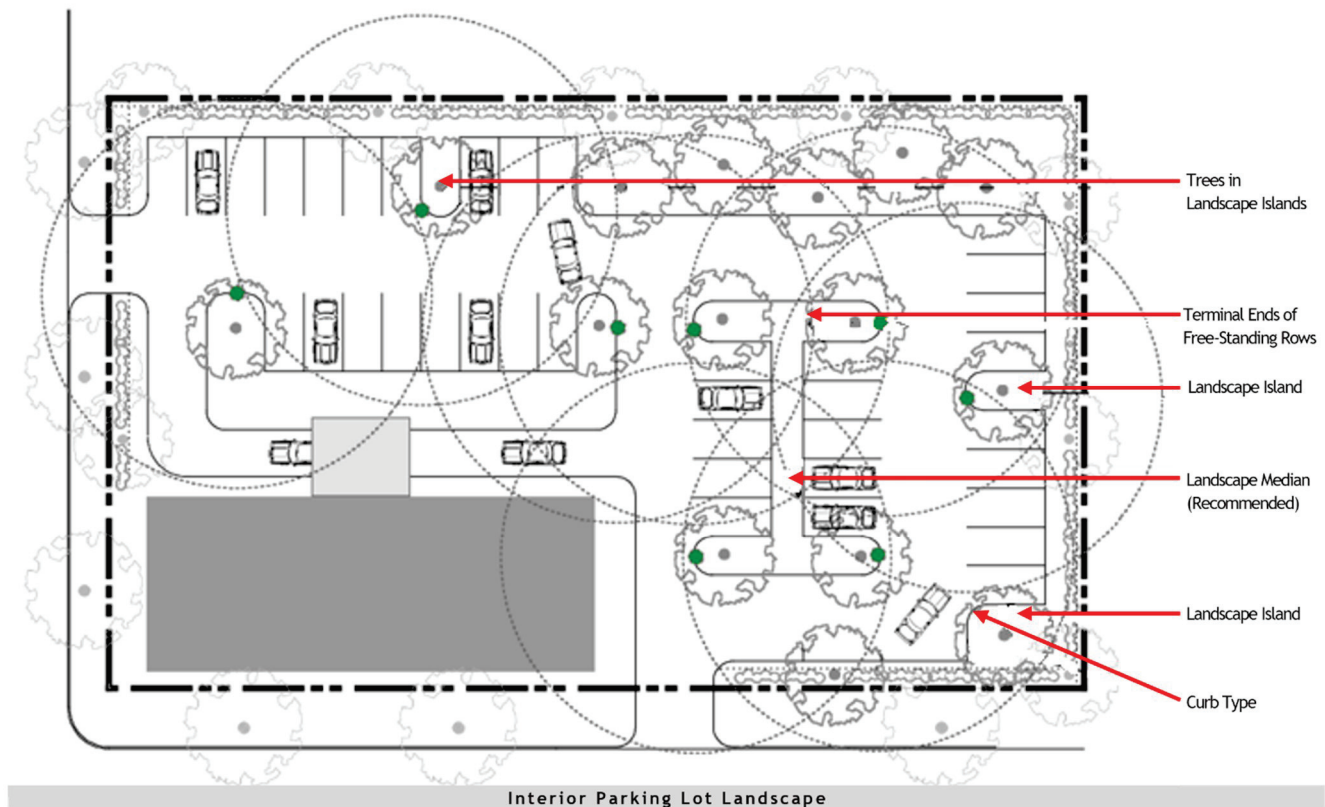
[2] Plus one (1) medium or large tree per each additional six-hundred fifty (650) square feet.

[3] Each parking space must be entirely located within fifty (50) feet of a tree on the interior of the parking lot.

[4] Trees and landscaping located outside of the exterior parking lot, in the side and rear yard buffer, or in the parking lot do not count toward any of the requirements of this section.

- (e) **Parking Lot Interior.** The parking lot interior is defined as the area dedicated to parking on a given parcel as measured from edge of pavement to edge of pavement.
- (f) **Landscape Median.** A landscape median is required in each free-standing bay of parking along the length of the bay of parking.
- (g) **Curbs.** A variety of curb types may be utilized for interior parking lot landscaped areas.
 - [1] Permitted types include ribbon, mountable, and slotted curbs.
 - [2] If curbs are not utilized in the landscape areas, wheel stops are required in each parking stall adjacent to the landscaped area.

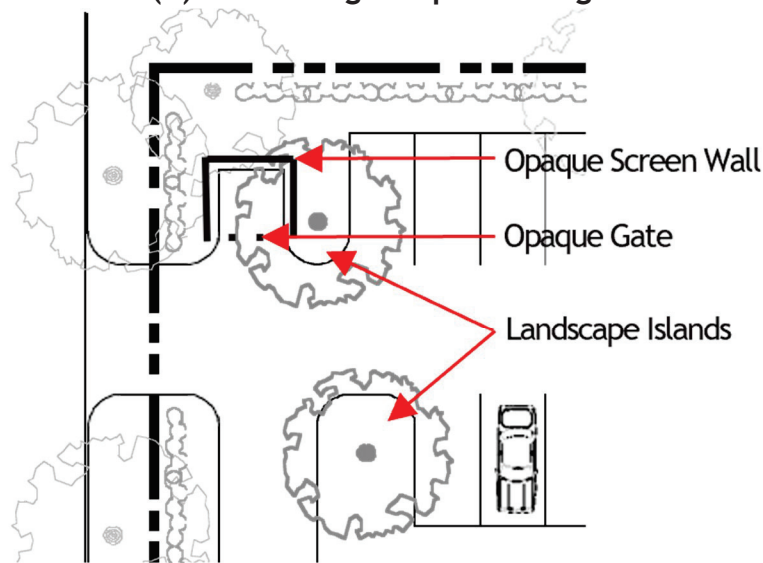
Figure 1408C(1): Interior Parking Lot Landscape Requirements



- D. **Screening of Open Storage or Refuse Areas.** To reduce the visual impact of open storage or refuse areas from public areas and adjacent properties, the following standards apply.
 - (1) **Applicability.** All dumpsters located in GAP 5.
 - (2) **Requirements.** Typical open storage or refuse screening illustrated in [Figure 1408D\(1\)](#).
 - (a) **Opaque Screen Wall.** An opaque screen wall (vertical structured barrier to visibility at all times such as a fence or wall) is required around three (3) sides of the dumpster and trash bin area.
 - (b) **Screen Wall Height.** The height of the screen wall shall be the higher of the following:
 - [1] The height of the use to be screened,

- [2] Six (6) feet, or
- [3] A height sufficient in the judgment of the City to accomplish the objective of the screen.
- (c) Visible Openings. Openings visible from the public way or adjacent properties must be furnished with opaque gates.
- (d) Location within Parking Lot. If refuse area is located within a larger paved area, such as a parking lot, landscape islands must be located on three sides of the area.
 - [1] One (1) medium or large tree must be located in one of these landscape areas.
 - [2] This tree, if located within fifty (50) feet of a parking space may be utilized to meet ~~R-3~~ Interior Parking Lot Landscaping requirements.

Figure 1408D(1): Screening of Open Storage and Refuse Areas



Screening of Open Storage & Refuse Areas

- E. Screening of Utility Appurtenances. To reduce the visual impact of utility appurtenances from public areas and adjacent properties, the following standards apply.
- (1) Applicability. These standards apply to all districts.
 - (2) Requirements.
 - (a) Large Private Mechanical Equipment. Private mechanical equipment visible from the right-of-way and that is equal to or greater than four (4) feet in height and is equal to or greater than six (6) feet in any one direction shall be fenced with opaque wood or masonry on all sides facing the right-of-way.
 - (b) Small Private Mechanical Equipment. Private mechanical equipment smaller than four (4) feet in height shall have landscape screening and shrub bed containing shrubs spaced no more than thirty-six (36) inches on center.
 - (c) City Review. Utility appurtenances located adjacent to right-of-way shall be reviewed by the City for required screening.

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: February 1, 2022

CASE NO: Z-24-21, Text Amendments

REQUEST: Continued discussion on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

The Planning Commission has discussed recommendations and text amendments, pursuant to Ordinance 2021-31, at multiple meetings over the past year and has relayed important feedback to staff.

These final proposed text amendments are intended to provide clarity and resolve some of the gaps that resulted from the comprehensive Zoning Code rewrite of 2019.

BACKGROUND

At the regular City Council meeting on August 23, 2021, the City Council approved Resolution 2021-31, per Chapter 44.17-6 of the Bloomington City Code, to initiate text amendments to the City's zoning regulations, Chapter 44 of the Bloomington City Code. Thus far, City Council has adopted Ordinance Number 2021-78 which addressed the primary issue with item one. On October 24, 2022, the City Council adopted Ordinance 2022-99, which completed the work on items three through five. The amendments proposed for this round of discussions are expected to complete the work instructed by Resolution 2021-31, the subject of focus being items two and six.

Recommendations for completing the remaining work are the subject of this memo.

IDENTIFIED ISSUES AND RECOMMENDATIONS COMPLETED OR IN PROGRESS

(1) Auto repair and sale exclusions, definitions, and zoning

Primary issue addressed through case Z-22-21 and Ordinance Number 2021-78.

(2) Updating certain zoning classifications

The remaining proposed changes do the following:

- Move existing text to more intuitive locations in the Code.
- Move Mobile Food and Beverage Vendors to the Accessory Use section and remove from primary Use Tables.

- Reduce Legislative Site Plan Review requirements to districts with direct local impact, per the intent of the previous code.
- Restore use permissions in B-1 when restrictions became unintentionally burdensome because of district roll-ups.
- Correct minor mistakes and scrivener's errors identified through the course of this work.

(3) Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again

Addressed through case Z-24-21 and Ordinance Number 2022-99.

(4) Zoning for snack food manufacturing

Addressed through case Z-24-21 and Ordinance Number 2022-99.

(5) Zoning for assisted living facilities

Addressed through case Z-24-21 and Ordinance Number 2022-99.

(6) The review and submission process

The remaining proposed changes do the following:

- Provide clarity that Use Provisions may be waived as part of the Special Use process.
- Update the Concurrent Review section to align with Use Provision waiver language.
- Align language with exiting requirements for reimbursement of recording costs.
- Align Mobile Food and Beverage Vendor regulations with those from other Departments.
- Remove differentiation of Legislative and Administrative hearing types; all hearings will be treated as equally important and given equal due process.
- Update quorum to be of those currently serving.
- Update language to allow Staff to be responsible for the administrative functions of a Board or Commission, such as taking meeting minutes and roll calls.
- Allow Staff, Planning Commission, or the Zoning Board to initiate text amendments.
- Clarify the Special Use Permit revocation process.
- Clarify factors for consideration of Zoning Map Amendments versus Text Amendments and verify that vital criteria are included in those factors.
- Correct minor mistakes and scrivener's errors identified through the course of this work.

The attached document is an updated and condensed version of the previously presented information, as proposed for recommendation by the Planning Commission.

In addition to the items discussed above, it does the following:

- Incorporates changes recommended by the Legal Department.
- Incorporates recommendations from the Historic Preservation Commission.
- Moves the GAP Form-Based code regulations out of the attachment and into the main text.

Respectfully Submitted,
Planning Division Staff

Final changes for Code cleanup, per Ordinance 2021-31

§ 44-501 [Ch. 44, 5-1] (Business Districts) Purpose and intent.

...

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
INSTITUTIONAL							
Religious							
Place of Worship	<u>§ P¹</u>	S	P ²	P ²	P ²		
Health							
...							
Hospital or Medical Center	<u>§ P¹</u>		S				
...							
Retail and Service							
...							
Mobile Food and Beverage Vendor	P	P	P	P		P	§ 44-1027

...

§ 44-505 [Ch. 44, 5-5] Development standards applicable to business districts.

- A. Site plan review. Development proposals meeting the following criteria shall be subject to Site Plan Review in accordance with the requirements of Article XVII.
- (1) New development, infill or redevelopment in any Business District.
 - (2) Building or site alteration in any Business District that includes one or more of the following:
 - (a) Expansion of the floor area or height of any building or structure by 20% or more.
 - (b) Alterations to off-street parking areas that increase or decrease the number of parking spaces by 20% or more.
 - (c) Exterior alterations that substantially modify a building's architectural appearance, including alteration of exterior building materials, rooflines or window openings.
 - (d) Other significant changes to site access, landscaping, parking and site characteristics as determined by the Zoning Administrator.
 - (3) Development proposals requiring Site Plan review that are in B-2, C-1, or D-2 shall require a public hearing in accordance with § 44-1709E.
 - (~~34~~) Regulations Applicable to the D-1, D-2 and D-3 Districts.

...

§ 44-602 [Ch. 44, 6-2] Manufacturing District - permitted and special uses.

...

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
...			

Table 602A: Manufacturing District - Permitted and Special Uses

	M-1	M-2	Reference
Retail and service			
...			
Mobile Food and Beverage Vendor	P	P	§ 44-1027
Professional Office Furniture Sales	P	P	
...			

§ 44-702 [Ch. 44, 7-2] Public Interest Districts - permitted and special uses.

...

Table 702A: Public Interest Districts - Permitted and Special Uses

	P-1	P-2	P-3	Reference
Agricultural				
Agricultural		P	P	
Apiary, Beekeeping	S	S	S	§ 44-1005
Chicken-Keeping	S	S		<u>§ 44-1011</u>
...				
Retail and Service				
...				
Mobile Food and Beverage Vendor		P	P	§ 44-1027
...				

§ 44-801 [Ch. 44, 8-1] (Zoning Overlay District Regulations) Purpose and intent.

...

C. S-4 Historic Preservation District. The intent of this S-4 Historic Preservation District is to promote the protection, enhancement, perpetuation, and use of improvements of special character or special historical interest or value. The City of Bloomington finds that the preservation of such resources is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of its citizens. This S-4 Historic Preservation District shall be applied as an overlay district in combination with underlying base zoning districts as shown on the Official Zoning Map. The purpose of the S-4 Historic Preservation District is to:

- (1) Effect and accomplish the protection, enhancement, and perpetuation of such improvements ~~and of such districts~~ that represent or reflect elements of the City's cultural, social, economic, political, and architectural history;

...

§ 44-804 [Ch. 44, 8-4] **S-4** Historic Preservation District.

A. Applicability.

...

B. Designation of Landmarks and Historic Districts.

- (1) Nominations. A nomination for a historic landmark or historic district may be submitted by ~~a member of~~ the Preservation Commission, ~~at least 51% of the~~ owner(s) of record of the nominated property or structure(s), ~~or the~~ City Council, ~~or any other person or organization~~ and shall be ~~submitted made~~ on a form ~~provided prepared by it~~ by the ~~Preservation Commission office of Economic and Community Development.~~

- (2) Criteria for consideration of nominations. The Preservation Commission shall, upon such

...

[1] In the case of a nominated historic district found to meet the criteria for designation:

[a] The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;

[b] The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of § 44-1710 of this Code.

~~[2] Proposed design guidelines for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district;~~

[3] The relationship of the nominated landmark or historic district to the ongoing effort of the Preservation Commission to identify and nominate all potential areas and structures that meet the criteria for designation;

...

- ~~(b)~~ Public notice. ~~Notice for all public hearings shall be given in accordance with § 44-1705A. Notice of the public hearing shall be distributed at least 15 days prior to the hearing, in the following manner:~~

~~[1] By mail. Notice shall be sent by mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic landmark or historic district. Notice shall include the date, time, place, and purpose of the public hearing and a copy of the completed nomination form.~~

~~[2] Newspaper. Notice shall also be published in a newspaper having general circulation in the City. Notice shall include the date, time, place, and purpose of the public hearing and shall state the street address and legal description of the nominated landmark and/or the boundaries of a nominated historic district.~~

- ~~(c)~~ Public hearing. ~~Public hearings shall be conducted in the manner provided in § 44-1705. Oral or written testimony concerning the significance of the nominated historic landmark or historic district shall be taken at the public hearing from any person concerning the nomination.~~ The Preservation Commission may present expert testimony or present its own evidence regarding the compliance of the nominated historic landmark or historic district with the criteria for consideration of a nomination set forth in § 44-804B(2). ~~The owner of any nominated landmark or of any property within a nominated historic district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony.~~

...

(d) Designating ordinance. Upon designation, the historic landmark or historic district shall be classified as a "S-4 Historic Preservation District" overlay district as provided in § 44-804A of this Code. The designating ordinance may prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; and sign regulations. Procedures for issuance of certificates of appropriateness are contained in Article XVII of this Code.

(e) The City Clerk shall record on all directly affected parcels, in the Office of the Recorder of Deeds of McLean County, a certified copy of the Designating Ordinance including all Exhibits and any supporting information or documents necessary to further the explanation of significant of the Landmark or Historic District.

...

§ 44-908 [Ch. 44, 9-8] Accessory buildings and uses.

On a lot devoted to a permitted principal use, customary accessory uses, and structures are authorized subject to the following standards and any applicable off-street parking requirements:

- A. Accessory uses shall be compatible with the principal use and shall not be established prior to the establishment of the principal use, except as permitted hereafter.
- B. Temporary storage for goods, products and materials associated with construction or remodeling of the principal structure shall not be subject to this section.
- C. Accessory uses. In addition to those uses permitted in a zoning district, the following accessory uses are permitted subject to the provisions of this subsection and any additional requirements of Article X.
 - (1) Beekeeping.
 - (2) Chicken keeping.
 - (3) Columbariums, when accessory to a place of worship, cemetery, mortuary.
 - (4) Home occupations.
 - (5) Roadside stands.
 - (6) Mobile Food and Beverage Vendors.

...

§ 44-1002 [Ch. 44, 10-2] (Use Provisions) Applicability.

The provisions of this section apply to all Zoning Districts unless indicated otherwise. If there is a conflict between this section and the individual requirements of the Zoning District, the Zoning Administrator shall determine which standards control.

Uses subject to a Special Use Permit may be granted a waiver to any use provision as part of that permit, subject to the approval of the reviewing Board or Commission.

...

§ 44-1027. [Ch. 44, 10-27] Mobile food and beverage vending.

- ~~A. Operated by principal use.~~ All mobile food and beverage vending businesses operated by the principal use shall be registered licensed with the City of Bloomington, per the requirements of § 38-923 and must operate within the confines of said license and the restrictions in Chapter 11 (Business Licenses, Registration and regulations) of the City Code. ~~Said registration shall require the submission of the following information:~~
- ~~(1) Description of goods to be sold;~~
 - ~~(2) Hours of operation;~~

- ~~(3) Site plan showing proposed location of such business; and~~
- ~~(4) Name, address, and local telephone numbers of the person in charge of the portable food and beverage vending business.~~

B. All mobile food and beverage vending businesses shall comply with the following:

- (1) Businesses operating on private property shall have the consent of the principal business owner/property owner;
- (2) Operation may not obstruct traffic in the lot or reduce the number of parking spaces for the principal business below the number required by City Code.
- (3) Operation shall be at least 15 feet from the front property line.

§ 44-1042 [Ch. 44, 10-42] Single family detached new construction in R-D District.

Move entire section to § 44-405 “Development standards applicable to residential districts.”

§ 44-1043 [Ch. 44, 10-43] Single family attached new construction in R-D District.

Move entire section to § 44-405 “Development standards applicable to residential districts.”

§ 44-1044 [Ch. 44, 10-44] Multifamily new construction in R-D District.

Move entire section to § 44-405 “Development standards applicable to residential districts.”

§ 44-1045 [Ch. 44, 10-45] Accessory dwelling unit conversion and new construction.

Move entire section to § 44-908 “Accessory buildings and uses.”

See “Article XVIII GAP (Gridley, Allin, & Prickett) Form-Based Code” for inserted content

§ 44-1604 [Ch. 44, 16-4] Definitions “C.”

Chicken-Keeping - The maintenance of domesticated chickens for purposes including egg collection.

§ 44-1702. [Ch. 44, 17-2] Decision-making bodies (~~Board~~ Zoning Board of Appeals, Historic Preservation ~~Committee~~ Commission, Planning Commission).

...

- (a) A quorum shall consist of a majority of the members currently serving. All decisions or actions of the Board or commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists.

...

D. Planning Commission.

- (1) Creation. The Planning Commission of the City of Bloomington, Illinois, which has been duly created by the City Council is the Planning Commission referred to in this Code.
- (2) Composition. The Planning Commission shall consist of 10 members who are residents of the City of Bloomington, Illinois, and all of whom shall be appointed by the Mayor and approved by the City Council.
- (3) Powers and duties.
 - (a) To conduct legislative public hearings and submit reports and recommendations to the City Council on applications or proposals to amend the boundaries of the zoning districts created by this Code;

...

§ 44-1703. [Ch. 44, 17-3] General application requirements.

...

(2) Each application shall be accompanied by payment to cover the cost of publication, posting, and hearings. Each application shall also be accompanied by a payment to cover the cost of publishing any public notices and recording any required documents.

...

§ 44-1705 [Ch. 44, 17-5] Notice and public hearings.

A. Required legal notice. After an application has been certified complete as required by § 44-1704, the applicable review or decision-making body shall fix a reasonable time for the required hearing of the application or appeal. Notice of the time and place of a ~~legislative or administrative~~ hearing shall be given in accordance with the laws of the State of Illinois. [Amended 8-24-2020 by Ord. No. 2020-55]

...

B. ~~Administrative~~ Public hearing procedures.

- (1) Parties. The applicant, the City and persons filing a written entry of appearance may all be parties to a ~~an administrative~~ public hearing;
- (2) Testimony. Any person may appear and testify at a ~~an administrative~~ public hearing, either in person or by a duly authorized agent or attorney;
- (3) Oaths or affirmation. The chairperson or in his or her absence, the acting chairperson, may administer oaths or affirmations;
- (4) Compelling the attendance of witnesses. The chairperson or in his or her absence, the acting chairperson, may compel the attendance of witnesses by mailing to such persons a notice compelling attendance, not less than five calendar days before the public hearing. Failure of a person to appear in response to such a notice shall constitute a violation of this Code.
- (5) Hearing procedures. All public hearings shall be conducted in a manner that provides for both substantive and procedural due process. In order that the Board or commission may efficiently transact the business before it and provide an opportunity for all interested parties to be heard, the following rules and procedures shall be followed:
 - (a) The chairperson shall provide a short description of the application, the relief requested, and the procedures governing the public hearing;
 - (b) The secretary or City Staff shall report whether notice of the public hearing was given as required by this Code;

...

- (c) At the end of such discussion the chairperson shall invite a motion of approval. After the motion of approval is seconded, those members who are in favor of approving the application shall vote "Yes," those in favor of denying the application shall vote "No," and those wishing to abstain from voting on the application shall vote "Present." Board members shall cast their votes on roll call by the Secretary or City Staff;
 - (d) The chairperson shall then review the decision of the Board or commission and discuss the procedures to be followed for the benefit of the applicant.
- (6) Record keeping:

- (a) The Board or commission shall make a sound recording of all ~~administrative~~ public hearings

and shall retain such recording for not less than six months following the closing of the hearing;

(b) Verbatim transcripts. In the event that any party desires a verbatim transcript of the ~~administrative~~ public hearing, a written request therefor shall be filed with the chairperson not less than three weeks before the hearing date. Any party desiring a transcript of the proceedings shall pay any transcription or copying costs;

(c) Decisions and orders. The Board or commission shall retain in the Office of the Economic and Community Development Department a copy of every ruling, decision, ~~recommendation and/or~~ determination. [Amended 10-26-2020 by Ord. No. 2020-69]

(7) Notification of decision. Copies of findings of fact and decisions or recommendations of the Board or commission shall be served by mailing a copy thereof to all parties within five business days of such decision.

(8) Legislative public hearings. The public hearing rules for public hearings on purely legislative matters may be less formal, although shall still comply with the requirements of substantive and procedural due process.

(9) Procedural Rules. The Board or commission ay adopt rules of procedures no inconsistent with this section.

~~C. Legislative public hearing procedure.~~

~~(1) Notice for all legislative public hearings shall be given in accordance with § 44-1705A. All legislative public hearings shall be held at regularly scheduled meetings, except when conditions require a special meeting.~~

~~(2) Testimony. Any person may submit written comment which shall be made part of the public record or may appear and testify at a legislative public hearing, either in person or by duly authorized agent or attorney.~~

~~(3) Oaths. The chairperson may administer oaths.~~

~~(4) Compelling the appearance of witnesses. The chairperson may compel the attendance of witnesses by mailing to such persons a notice compelling attendance, not less than five days before the public hearing. Failure of a person to appear in response to such a notice shall constitute a violation of this Code.~~

~~(5) Record keeping. The commission shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote, indicate such fact.~~

~~(6) Transmittal of recommendation to Council. A copy of the meeting minutes and any reports or recommendations shall be filed with the Economic and Community Development Department prior to final action by the City Council on a particular item and shall become part of the public records of the municipality, provided however, the failure to file such minutes shall not invalidate final action of the City Council. [Amended 10-26-2020 by Ord. No. 2020-69]~~

§ 44-1706. [Ch. 44, 17-6] Zoning Map (rezoning) and text amendments.

A. Purpose. Recognizing that conditions may change subsequent to the adoption of the City's Zoning Map

...

B. Initiation of amendment. Amendments to the Zoning Map may be proposed by the City Council (by motion or resolution), property owners or parties to a valid and enforceable purchase option contract for the subject property. Amendments to the Zoning Ordinance, that is, zoning text amendments, may be proposed by ~~a motion or resolution of~~ the City Council (by motion or resolution). Text Amendments may also be proposed by City staff, or by motion of the Zoning Board of Appeals or Planning Commission.

C. Application.

- (1) An application for a map or text amendment shall be submitted on the form provided by the Office of the Economic and Community Development Department.

...

E. Action by Planning Commission.

- (1) Hearing. The Planning Commission shall give notice and hold a legislative public hearing on each application for a Zoning Map or zoning text amendment.
- (2) Recommendation. At the close of the legislative public hearing, the Planning Commission shall make findings of fact and prepare a recommendation to the City Council. In making its recommendation, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant. In making such a finding, the Commission may consider:

(a) For Map Amendments

- [1] The suitability of the subject property for uses authorized by the existing zoning;
- [2] The suitability of the subject property for uses authorized by the proposed zoning;
- [3] The length of time the property has remained vacant as zoned considered in the context of land development in the area;
- [4] The existing land uses and zoning of nearby property;
- [5] Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;
- [6] The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- [7] The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;
- [8] [8] The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- [9] The extent to which property values are diminished by the restrictions of the proposed particular zoning restriction;
- [10] Whether a Comprehensive Plan for land use and development exists, and whether the amendment ordinance is in harmony with it;
- [11] Whether the City needs more of the types of uses allowed in the proposed District use.

(b) For Text Amendments

- [1] The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein;
- [2] The extent to which property values are diminished by the particular proposed particular zoning restriction;
- [3] The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;
- [4] Whether a Comprehensive Plan for land use and development exists, and whether the amendment ordinance is in harmony with it;

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

F. Action by the City Council.

...

- (2) In case a written protest against any proposed amendment of the zoning districts created under this Code, signed and acknowledged by owners of 20% of the frontage proposed to be altered, or by the owners of 20% of the frontage directly opposite the frontage proposed to be altered or by the owners of 20% of the ~~frontage~~ immediately adjoining or across the alley therefrom is filed with the Economic and Community Development Department, the amendment cannot be passed except on the favorable vote of 2/3 of the Aldermen of the City then holding office.

...

§ 44-1707. [Ch. 44, 17-7] Special uses.

...

F. Action by Zoning Board of Appeals.

- (1) Hearing. Upon receipt in proper form of the application and supporting material referred to above, the Zoning Board of Appeals shall hold a least one ~~administrative~~ public hearing on the proposed Special Use in the manner provided in § 44-1705. If any variations to the regulations of this code would otherwise be necessary for the development proposal, such review procedure shall be deemed to occur simultaneously with the Zoning Board of Appeals' ~~administrative~~ public hearing and recommendation on the special use permit application.

...

- K. Revocation of special use permits. In any case where a special use has not been physically undertaken within one year after the date of granting thereof, or if Conditions or Guarantees remain unmet for a period of one year following a prescribed date of completion, then without further action by the Council, the special use or authorization thereof shall null and void.

§ 44-1709 [Ch. 44, 17-9] Site plan review.

- A. Purpose. It is the intent of the Site Plan Review procedure to facilitate the creative and coherent

...

- D. Concurrent applications. ~~If variations to the bulk, sign and off-street parking and loading regulations of this Code would otherwise be necessary for the development proposal, such proposal shall be exempt from the administrative public hearing on the variation request and such review procedure shall be deemed to occur simultaneously with the Planning Commission's review of the plan.~~ Land uses proposed to be included in a development requiring a ~~legislative~~ public hearing site plan review which would otherwise be allowed by special use permit only are exempted from the ~~administrative~~ public hearing normally required for such special use permit applications and the Planning Commission shall consider the standards for granting a special use and make a recommendation to the City Council on the granting of such site plan approval, and special use ~~and variation and at~~ the ~~legislative~~ public hearing.

Confusing order. Switch "D" and "E" so you know which process you're talking about before you place a caveat on it.

- E. Public Hearing Site plan review ~~requiring legislative public hearing~~. Applications for site plan review required pursuant to § 44-505 shall that require a ~~legislative~~ public hearing.

- (1) Procedure. ~~Legislative p~~Public hearings shall be conducted in accordance with § 44-1705 of

this Code.

...

- F. Administrative site plan review. The Director of Economic and Community Development shall be authorized to conduct site plan review for off-street parking and loading facilities or landscaping as required pursuant to Articles XII and XIII, and any site plan reviews that do not require a public hearing. [Amended 10-26-2020 by Ord. No. 2020-69]

§ 44-1710 [Ch. 44, 17-10] Certificate of appropriateness.

A. Applicability.

- (1) A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property within a historic district may be undertaken:

...

- (4) Maintenance of Historic Properties. Nothing in this article shall be construed to prevent the ordinary maintenance of any exterior elements of a property or structures designated or nominated as a landmark or located within a designated or nominated preservation district.

...

C. Action by Historic Preservation Commission.

- (1) Every application for a certificate of appropriateness, including the accompanying plans and specifications shall be transmitted to the Preservation Commission within 20 days after the application is deemed complete, unless such time frame is extended in writing by mutual agreement of the City and applicant.

...

G. Certificate of economic hardship.

...

- (3) The Preservation Commission shall review all required evidence and information, conduct an ~~administrative~~ public hearing, and make a determination on the application within 45 days of receipt of the completed application unless such time frame is extended in writing by mutual agreement of the City and applicant.

§ 44-1711 [Ch. 44, 17-11] Demolition review.

- A. Applicability. Except for historic landmarks and buildings located in a historic district, buildings shall be subject to the requirements of this section where:

...

- (b) If the chairperson or committee determines that the building is potentially significant, it shall schedule an ~~administrative~~ public hearing before the Preservation Commission to consider the building's historical or architectural significance. Said hearing shall be conducted within 45 days of initial submittal of the permit application. The City shall give notice in the manner prescribed by § 44-1705.

- C. Public hearing. The ~~administrative~~ public hearing shall be conducted in accordance with the procedures of § 44-1705.

...

Mr. Krieger - Yes, Mr. Muehleke - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes and Chair Mohr - Yes (7-0). The motion passed.

Mr. Branham noted that the case will go before City Council on February 27, 2023.

C. Z-24-21 Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules. Continued from October Meeting.

Ms. Pemberton presented a summary and background on the request. Ms. Pemberton noted the Commission is voting on what is being proposed. She stated this is final part to what has been discussed with the Commission for last six months.

Ms. Pemberton summarized changes related to Variances. She stated it would allow waivers rather than variances for Use Provisions as part of the Special Use permitting process. She stated the Planning Commission would have ability to waive requirements and require additional conditions for approval to compensate. She stated the waivers and/or conditions would be eliminated when the use discontinued. She added it would not impact hearing timelines as items would still go to City Council on the same date.

Ms. Pemberton stated if a Variance is still needed, it would be heard and approved by the Zoning Board of Appeals. She noted the number of cases where a Special Use was applied for and a Variance for a use provision was requested along with the application.

Ms. Pemberton presented a chart which indicated what Staff believes happened when the zoning districts were consolidated, and legislative site plan requirements were grossly and incorrectly transferred to the new districts. In the old Code the "B" districts did not require legislative site plans. The districts that were designed to have legislative site plans were the "C" districts, (C-2 and C-3) which were those intended to be adjacent to residential districts. Ms. Pemberton noted the types of uses permitted within those districts and how the uses permitted aligned more with local commercial and office, both of which would likely be adjacent to residential properties. The relevant Staff presentation is attached to this record as Exhibit "A."

Ms. Pemberton noted there were numerous restrictions associated with these districts and the intent was to protect the surrounding residential properties. She stated there were nuances with how legislative site plans were assigned that were missed when the districts were consolidated under the 2019 Code rewrite; the requirement went from being applied to a few commercial districts to all commercial districts, which was not the original intent of the requirement. The intent appears to have been to review some, but not every commercial development. Evidence shows that the current regulatory structure has slowed down development within the City.

Additionally, Ms. Pemberton noted that legislative site plans, as they exist now, are not providing significant benefit to the community. Ms. Pemberton provided a chart indicating the legislative site plan cases that have come before the Commission in the past years; the chart highlighted that proximity to residential property was the best indicator of public participation.

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Staff's recommendation, based upon available case data and the intent of the previous Code, is to amend the Code so that the intent (protecting neighborhoods and residential properties) fits into our current districts. This would result in legislative site plan requirements falling under the C-1, B-2 and D-2 Districts that are designed to fall between commercial and residential. For any other projects that appear to be of concern, the current Code allows the Petitioner or Staff to request a Legislative Site Plan Review. This amendment would reduce the number of Plan Review cases coming before the Commission, but not remove the process where evidence shows it to be beneficial.

Commissioner Beyer inquired how this would impact Downtown development requirements. Ms. Pemberton clarified the impact to each Downtown district.

Commissioner Beyer noted an error with the numbering. Ms. Pemberton thanked Ms. Beyer for her attention to detail and noted the proposals will be reviewed again prior to codification.

Vice-Chair Boyd wanted to clarify that D-2 is included and would still require legislative review. Ms. Pemberton responded in the affirmative, stating the intent of D-2 is to be transitional and adjacent to residential. There was additional discussion about review in the Downtown districts.

Chair Mohr stated he thinks items 2-a and 2-b requirements for legislative site plan need to be reviewed for content and possible removal later. He believes they are excessive and do not take into account the size of the project.

Ms. Pemberton continued to outline the proposed changes. She stated the Planning Commission and staff would be able to initiate future text amendments.

Ms. Pemberton noted changes related to Historic Preservation. She stated they would be modifying criteria for being able to nominate building/property. She stated they made it match similar criteria used by other Commissions. She stated it would also require recording of all designating ordinances and removes duplicative language.

Ms. Pemberton summarized items related to Mobile Food and Beverage vendors, which would make it easier for food trucks to operate, formally speaking. She stated they would no longer be registered or permitted by Economic & Community Development. She stated they have made them an accessory use in all districts and retained some site criteria requirements remain in place. Future regulation of operation would be governed by the subject business license.

Ms. Pemberton outlined changes related to special uses, including the provision of waivers which was previously discussed. She stated that changes clarify expiration and termination if conditions of approval are not met.

Ms. Pemberton stated Staff worked with in coordination with the Legal Department on items related to notice, public hearings and procedures. She stated one of the items clarifies that a quorum would consist of the majority of the currently serving members.

Mr. Boyle and Ms. Pemberton noted that Staff recommended removing the suggested alteration to § 44-1710A(4) which is related to the Maintenance of Historic Properties, for now.

Commissioner Beyer inquired about the separation of Hospital and Medical Center in the

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permitted use table and whether that should be modified. Ms. Pemberton noted that the Use was like that upon adoption of the Code, not created at this time. Ms. Smith stated this would be going outside of what Council has given staff permission to do. She stated it was something that could potentially be addressed with future text amendments. There was discussion regarding the original intention and why items changed, and the issue of changing things too much would create issue with public notice and public expectation.

Commissioner Beyer inquired about text changes and whether it would impact members who are serving but their term has expired. Ms. Pemberton explained term limit items and that they are handled separately in the administrative portion of the Code.

Commissioner Beyer inquired whether courtesy notices were being eliminated. Ms. Pemberton responded there were not. She noted that notices for S-4 properties would be aligned with notice requirements for other case types.

Chair Mohr noted one other scrivener's error.

Chair Mohr opened the public hearing for case Z-24-21.

Greg Koos (305 Woodland Avenue) stated he did not have any comments but wanted to ensure previously proposed alterations to § 44-1710A(4) were removed from consideration until the Historic Preservation Commission had time to consider comprehensive recommendations for improvements to the Code.

No additional testimony was provided. No additional discussion by the Commission.

Commissioner Krieger made motion to find the proposed text amendments are in the public interest and recommend approval of the text amendments, as proposed and described by Staff, with the exception of the proposed alteration to § 44-1710A(4) related to the Maintenance of Historic Properties, and amended to correct two scrivener's errors. Seconded by Commissioner Beyer. No amendments or discussion were offered.

Mr. Krieger - Yes, Mr. Muehleke - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes and Chair Mohr - Yes (7-0). The motion passed.

Ms. Pemberton stated the item will move forward to City Council review on February 27, 2023.

OLD BUSINESS

Chair Mohr inquired about the status of the definition of Snack Foods. Ms. Pemberton explained that the work related to Snack Foods that was requested by Resolution No. 2021-31 was completed with Ordinance No 2022-99.

NEW BUSINESS - None.

ADJOURNMENT

Chairperson Mohr asked for a motion to adjourn. Commissioner Boyd made said motion. The motion was seconded by Commissioner Beyer. A voice vote was held, and all Commissioners responded in the affirmative. Motion passed (7-0). The meeting adjourned at 4:56 P.M.

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Exhibit A

Staff Presentation for Z-24-21 (February 1, 2023)

ISSUE(S): Efficiency, Land-Associated Variances Provided for Use-Associated Requirements

SOLUTION(S): Allow Waivers for Use Provisions



In almost every case, when a use is a “Special Use,” exemptions or allowances needed have been to Use Provisions.

Allowing waivers of use provisions (with potential conditions to compensate) provides very similar case results, with “use specific” requirements aligned with use review and use-duration approval.

Case	PIN	Subject	Concurrent	Provision Varied	Zoning	Adjacent to Residential?	Opposed
PR-12-22	14-35-251-010	Hy-Vee	Var	Drive-through setback	B-1	Y	
PR-11-22	14-31-353-004	Hotel	Var	Lot size per room (1021)	B-1	N	
PR-10-22	21-21-201-012	Woodrig Business Park				N	0
PR-09-22	14-35-203-005	Belle Tire	SP, Var Waiver	Height (1034)	B-1	N	1
PR-08-22	14-35-378-016	Chicken Salad Chick			B-1	N	0
PR-07-22	14-33-329-012	Scooter's Coffee			B-1	N	0
PR-06-22	14-35-451-021	U-Haul	SP, Var Waiver	Height (1026)	B-1	Y	3
PR-05-22	14-35-377-022	Fiesta Ranchera	Var	Parking lot landscaping	B-1	N	0
PR-04-22	14-31-351-009	StayAPT			B-1	N	0
PR-03-22	14-36-376-032	ABC Supply			B-1	Y	0
PR-02-22	21-16-152-007	Sale Barn/PCSL		Annexation associated	B-1	Y	4
PR-01-22	21-06-102-003	Quik-Trip		Annexation associated	B-1	Y	5
SP-03-22	21-04-281-015	Rooming House	Var Waiver	Screening (1019)	R-2	Y	2
SP-06-22	21-05-462-008	Chicken-Keeping	Var Waiver	Coop Location (1011)			
PR-08-21	22-07-226-008	Performance Lab	SP		B-1	N	0
PR-07-21	21-11-351-024	OldAcre (Auto)	SP		B-1	N	0
PR-05-21	21-06-226-005	Panda Express	Var	Parking exceed 25%	B-1	N	0
PR-04-21	14-35-127-025	Vernon Car Wash	Var	Parking lot landscaping, parking location	B-1	N	0

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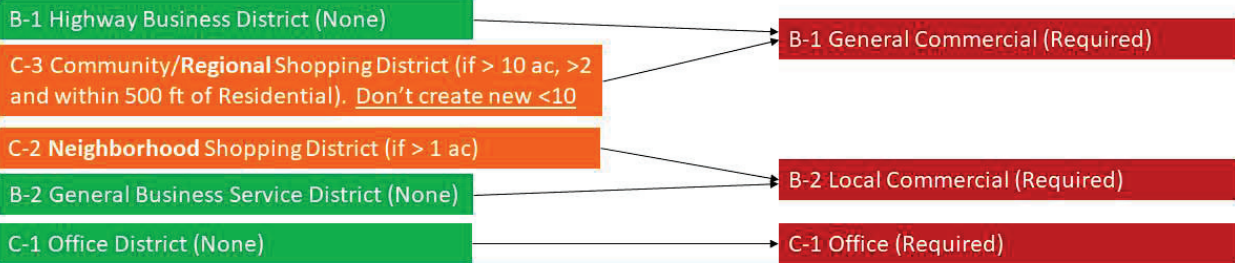
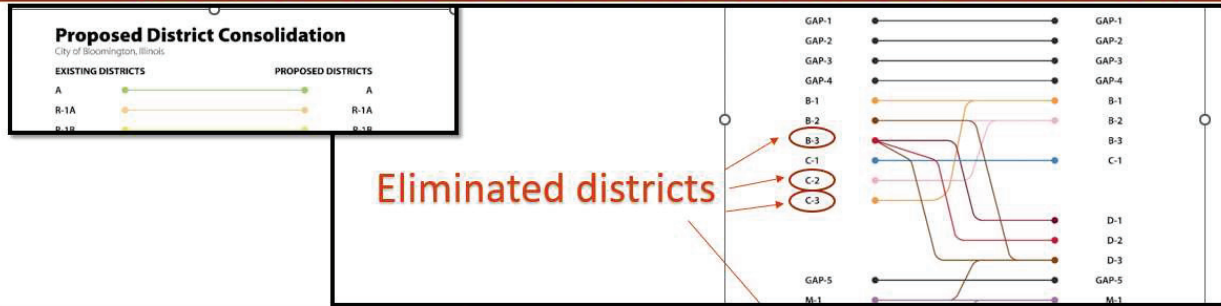
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ISSUE(S): Over-simplification of site plan review regulations during roll-up

SOLUTION(S): Detangle rolled-up restrictions from rolled-up Districts, roll back Legislative Site Plan Review



ISSUE(S): Over-simplification of site plan review regulations during roll-up

SOLUTION(S): Detangle rolled-up restrictions from rolled-up Districts, roll back Legislative Site Plan Review

- Reduces burden on development in Districts *designed* to be developed as intensive uses.
- Retains Site Plan Review in Districts designed to be near Residential.
- Still permits Applicant or Staff to initiate Site Plan Review for major project in other Districts.
- Staff still conducts same level of review for projects, but public hearing requirement is altered.

§ 44-505 [Ch. 44, 5-5] Development standards applicable to business districts.

- A. Site plan review. Development proposals meeting the following criteria shall be subject to Site Plan Review in accordance with the requirements of Article XVII.
- (1) New development, infill or redevelopment in any Business District.
 - (2) Building or site alteration in any Business District that includes one or more of the following:
 - (a) Expansion of the floor area or height of any building or structure by 20% or more.
 - (b) Alterations to off-street parking areas that increase or decrease the number of parking spaces by 20% or more.
 - (c) Exterior alterations that substantially modify a building's architectural appearance, including alteration of exterior building materials, rooflines or window openings.
 - (d) Other significant changes to site access, landscaping, parking and site characteristics as determined by the Zoning Administrator.
 - (3) Development proposals requiring Site Plan review that are in B-2, C-1, or D-2 shall require a public hearing in accordance with § 44-1709E.
- (34) Regulations Applicable to the D-1, D-2 and D-3 Districts.

- E. ~~Public Hearing~~ Site plan review ~~requiring legislative public hearing~~. Applications for site plan review required pursuant to § 44-505 shall ~~that~~ require a legislative public hearing.
- (1) Procedure. ~~Legislative p~~Public hearings shall be conducted in accordance with § 44-1705 of this Code.
- ...
- F. Administrative site plan review. The Director of Economic and Community Development shall be authorized to conduct site plan review for off-street parking and loading facilities or landscaping as required pursuant to Articles XII and XIII, and any site plan reviews that do not require a public hearing. [Amended 10-26-2020 by Ord. No. 2020-69]

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If Legislative Site Plan requirements were rolled back to the Districts of original intent, all cases with opposition would still have required public hearings.

Case	PIN	Subject	Concurrent	Provision Varied	Zoning	Adjacent to Residential?	Opposed
PR-12-22	14-35-251-010	Hy-Vee	Var	Drive-through setback	B-1	Y	0
PR-11-22	14-31-353-004	Hotel	Var	Lot size per room (1021)	B-1	N	0
PR-10-22	21-21-201-012	Woodrig Business Park	-	-	-	N	0
PR-09-22	14-35-203-005	Belle Tire	SP, Var	Height (1034)	B-1	N	1
PR-08-22	14-35-378-016	Chicken Salad Chick	-	-	B-1	N	0
PR-07-22	14-33-329-012	Seoater's Coffee	-	-	B-1	N	0
PR-06-22	14-35-451-021	U-Haul	SP, Var	Height (1026)	B-1	Y	3
PR-05-22	14-35-377-022	Fiesta Ranchera	Var	Parking lot landscaping	B-1	N	0
PR-04-22	14-31-351-009	StayAPT	-	-	B-1	N	0
PR-03-22	14-36-376-032	ABC Supply	-	-	B-1	Y	0
PR-02-22	21-16-152-007	Sale Barn/PCSL	-	Annexation associated	B-1	Y	4
PR-01-22	21-06-102-003	Quik-Trip	-	Annexation associated	B-1	Y	5
PR-08-21	22-07-226-008	Performance Lab	SP	-	B-1	N	0
PR-07-21	21-11-351-024	OldAcre (Auto)	SP	-	B-1	N	0
PR-05-21	21-06-226-005	Panda Express	Var	Parking exceed 25%	B-1	N	0
PR-04-21	14-35-127-025	Vernon Car Wash	Var	Parking lot landscaping, parking location	B-1	N	0
PR-03-21	21-05-228-006	Cushing's Carpet	Var	-	C-1	Yes	0
PR-02-21	22-07-200-062	Islamic Center Prayer	SP	-	B-1	No	0
PR-01-21	21-05-180-026	Dominos	Var	Landscape plantings and bypass lane	B-1	No	0



To be the most effective for Business AND Residents, Site Plan process changes should be paired with a map review of B-1 zoned areas for map amendments in areas where B-2 or Residential is more appropriate, based on the Comprehensive Plan and District Purpose and Intent statements.

- Scope of work prepared
 - Need: Density study of on-the-ground DUs, compared to assigned District
 - Need: Highlight of all B-1 directly adjacent to Residential zoning
 - Outcome: Review and initiate appropriate rezoning actions from B-1 to B-2/C-1/D-2 (N-1.1b)
 - Outcome: Review and initiate residentially zoned areas for up/down zoning into other "R" Districts (N-1.1a)
- Guiding Principles
 - Majority property owner agreement with zoning actions
 - Make repair and redevelopment easier in established neighborhoods by aligning assigned District with on-the-ground reality

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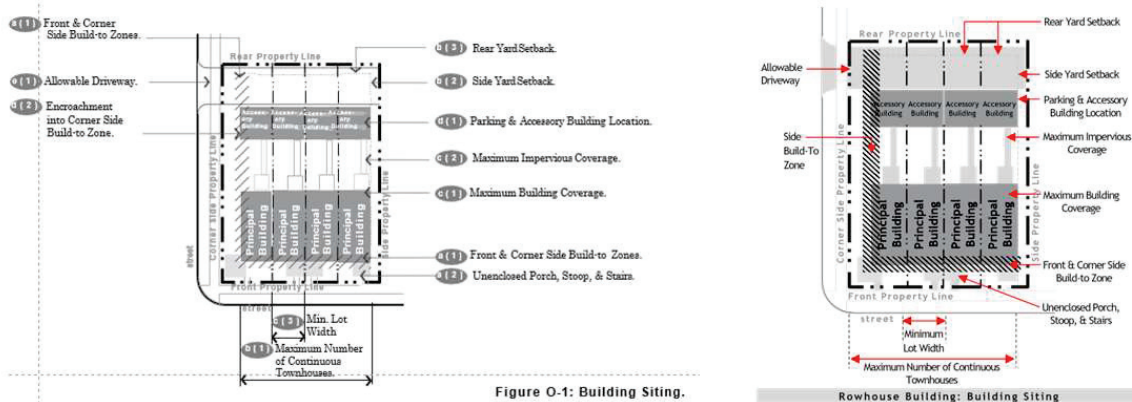
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GAP (Gridley, Allin, & Prickett) Form-Based Code

- Move from “Attachment” to Chapter 44 main text
- Address scrivener’s errors and minor updates to terminology
- Update images for readability and clarity
- Used Final version (2017) that was intended for codification, not the DRAFT that is currently attached in eCode



Other Corrections & Updates

Map & Text Amendment Process

- Allows the Board/Commission and Staff to initiate amendments
- Separates criteria for review of map and text to better align with appropriate considerations and existing case law
- Corrects an issue related to determining which property(s) may serve as 20% in protest cases

Historic Preservation

- Corrects an issue related to determining which property(s) owner(s) may nominate historic properties and districts
- Requires recording of all designating ordinances (best practice)
- Removes duplicative language

Mobile Food and Beverage Vendors

- Adjusts use to be appropriate in all Districts, as accessory
- Places licensing and operation duties within Chapter 11 (Clerk, with their approval)
- Retains appropriate expectations regarding location operation on all sites

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Other Corrections & Updates

Special Use Process

- Allows waivers of Use Provisions as part of the Special Use Permitting process
- Removes ability to review Variances concurrently with Legislative Site Plan Review and Special Uses
- Clarifies expiration and termination if conditions of approval are not met

Notice, Public Hearings, & Procedures

- Removes differentiation between hearing types and holds all hearings to the same standard of care and due process
- Removed hearing type from multiple processes
- Allows Staff to act as the Secretary of the Decision-Making Bodies
- Changes quorum to be the majority of the currently serving members
- Ensures applicants are required to reimburse the City for all real financial expenditures associated with Land Use cases

Other

- Relocates “Use Provisions” that are actually development criteria to the appropriate sections of the Code



Staff Recommendation CASE Z-24-21

Z-24-21

Recommended Action:

Motion to find that the proposed text amendments are in the public interest recommend approval of the text amendments, as proposed and described by Staff, with the exception of the proposed alteration to § 44-1710A(4) related to the Maintenance of Historic Properties.

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CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay, for the Property Located at 33 Sunset Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

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

BACKGROUND: The Petitioner, David R. Dow & James A. Neeley Trust, seeks a Zoning Map Amendment for the subject property, from R-1A (Single Family Residence) District to R-1A (Single Family Residence) District with the S-4 (Historic Preservation District) Overlay.

Summary of Request:

- This request is property-owner initiated and would add the S-4 Overlay to 1.22 acres of land located near the intersection of Towanda Avenue and Emerson Street.
- The Historic Preservation Commission has recommended the property located at 33 Sunset Road be designated a local landmark and rezoned with the S-4 (Historic Preservation District) Overlay.
- The Designating Ordinance prescribes the significant exterior architectural features to be preserve.

On Wednesday, February 1, 2023, the Planning Commission held a public hearing and voted 7- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pant gnrpn h* on Wednesday, January 11, 2023, and courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed map amendment will allow for the preservation of a historical home. This will ensure the property value is maintained and may even increase. This will result in preserving the City's tax base and potentially increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1.3e (Continue to enhance the City's designated historic districts), Goal N-2 (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), Goal N2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play), and Goal N-1.1 (Enhance the livability of all Bloomington neighborhoods).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:

[E&CD 3B Ordinance](#)

[E&CD 3C PC Resolution 2023-01](#)

[E&CD 3D HPC Resolution No. 2022-02](#)

[E&CD 3E Z-01-23 - Staff Report](#)

[E&CD 3F DRAFT PC Minutes Z-01-23](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE DESIGNATING A LOCAL LANDMARK, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, FOR THE PROPERTY LOCATED AT 33 SUNSET ROAD

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, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting that the property at 33 Sunset Road, legally described in Exhibit “A”, and attached hereto, be recognized for its historic and cultural significance, and that the S-4 (Historic Preservation District) Overlay be applied to the property; and

WHEREAS, the Bloomington Historic Preservation Commission, after holding public hearings on November 17 and December 15, 2022, determined that 33 Sunset Road possesses sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration, and meets the following criteria:

1. That 33 Sunset Road has identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
2. That 33 Sunset Road embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
3. That 33 Sunset Road is suitable for preservation or restoration; and

WHEREAS, the Bloomington Historic Preservation Commission has determined that the following are significant exterior architectural features that should be reviewed for appropriateness before construction, alteration, demolition, or removal:

1. The pitched shed roof with wide overhanging eaves combined and exposed roof beams;
2. The flat roof on the long leg of the bedroom wing;
3. The north façade of east-west oriented wing, broad expanse of dark stained redwood board and batten siding;
4. The south facade of east west oriented wing window wall above which project large roof rafters;
5. The large Indiana Limestone fireplace on south facade of north-south wing;
6. The east and west facades of north-south oriented wing featuring bands of short sliding windows and dark stained redwood board and batten siding;
7. The north entry flanked by un-coursed, rough pointed rubble work of Indiana Limestone which intersects a large glass picture window continuing into the interior entry way;

8. The east façade of east-west oriented wing, a massive un-coursed, rough pointed rubble work of Indiana Limestone fireplace;
9. A breezeway between the house and garage featuring roof openings between exposed rafters and purlins and a vertical louver privacy divider wall;
10. The original garage and its features;
11. The Osage Orange Hedge along Emerson Street;
12. The Kentucky Coffee and Elm trees, plus exotic mature trees;
13. The native plants throughout the large yard including blue stars, Virginia bluebells, ferns, lobelia, spring beauties, jack-in-the-pulpit, and violets.

WHEREAS, the Bloomington Historic Preservation Commission passed Resolution 2022-02 recommending that the Bloomington Planning Commission determine the property at 33 Sunset Road as historically significant and recommending that the Commission and City Council adopt a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the Bloomington Planning Commission, after holding a public hearing on February 1, 2023, also determined the property at 33 Sunset Road meets at least one of the criteria for consideration in § 44-804B(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the Bloomington Planning Commission found that the Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant and meets the standards detailed in § 44-1706E(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the Bloomington Planning Commission passed Resolution 2023-01 recommending that the City Council designate the property at 33 Sunset Road as historically significant and that a Zoning Map Amendment be adopted to add the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said 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 Bloomington Planning Commission, and the Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay for the property at 33 Sunset Road, and designating said property a historic landmark, is hereby approved.

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

Section 4. This Ordinance is enacted pursuant to the 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 27th day of February 2023.

APPROVED this _____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

FOX SUBN LOT 3 EWING & EVANS SUB LOT 1
PIN: 14-34-402-016

PLANNING COMMISSION RESOLUTION NO. 2023-01

A RESOLUTION RECOMMENDING THE PROPERTY LOCATED AT 33 SUNSET ROAD BE DESIGNATED AS A LOCAL LANDMARK WITH THE S-4 (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by David R. Dow & James A. Neeley Trust requesting that the property at 33 Sunset Road, legally described in Exhibit “A”, and attached hereto, be recognized for its historic and cultural significance, and the S-4 (Historic Preservation District) Zoning Overlay be applied; and

WHEREAS, the Bloomington Historic Preservation Commission, after proper notice was given, held public hearings on the nomination request, on November 17, 2022 and December 15, 2022; and,

WHEREAS, the Bloomington Historic Preservation Commission determined the nominated property met the criteria for designation in § 44-804B(2) of the Bloomington City Code, and passed Resolution 2022-01 and the report represented in Exhibit “B” attached hereto, recommending the Bloomington Planning Commission find the same; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, held a public hearing on the designation request, and reviewed Resolution 2022-02 passed by the Historic Preservation Commission and the report prepared by such, dated December 15, 2022, as well as other testimony provided by the public; and,

WHEREAS, the Bloomington Planning Commission, determined that the nominated property meets the following criteria for consideration in § 44-804B(2) of the Bloomington City Code:

1. Identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;
2. Embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
3. Suitability for preservation or restoration;

WHEREAS, the Planning Commission has the power to accept the report prepared by the Preservation Commission and adopt this Resolution, and to make a recommendation to the Bloomington City Council to designate 33 Sunset Road as a local landmark and adopt a zoning map amendment to add the S-4 (Historic Preservation District) Zoning Overlay;

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

Section 1: The above recitals are incorporated into and made a part of this resolution as though fully set forth herein;

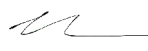
Section 2. That the Planning Commission hereby accepts the nomination report made by the Historic Preservation Commission;

Section 3. That it is recommended to the Bloomington City Council that the premises located at 33 Sunset Road, legally described in Exhibit “A”, be designated as a local landmark and that a zoning map amendment be adopted for the addition of the S-4 (Historic Preservation District) Zoning Overlay.

ADOPTED this 1st of February 2023.

APPROVED this 1st of February 2023.

BLOOMINGTON PLANNING COMMISSION

 _____

Tyson Mohr, Chairperson

ATTEST

 _____

Jon Branham, City Planner

Exhibit A
Legal Description

FOX SUB LOT 3 EWING & EVANS SUB LOT 1
PIN: 14-34-402-01

HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2022-02

A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 33 SUNSET ROAD BE NOMINATED AS A LOCAL LANDMARK AND APPLY THE S-4 (HISTORIC PRESERVATION) OVERLAY DISTRICT TO THE PROPERTY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by David R. Dow & James A. Neeley Trust requesting that the property at 33 Sunset Road, legally described in Exhibit “A”, attached hereto, be recognized for its historic and cultural significance with the S-4, (Historic Preservation) Overlay District Zoning; and

WHEREAS, the Historic Preservation Commission determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

- 1. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
- 2. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
- 3. Its suitability for preservation or restoration.*

WHEREAS, the Historic Preservation Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Historic Preservation Commission further recommend that he future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

- 1) Architectural Details:
 - a. pitched shed roof with wide overhanging eaves combined and exposed roof beams,
 - b. flat roof on the long leg of the bedroom wing,
 - c. north façade of east-west oriented wing, broad expanse of dark stained redwood board and batten siding,
 - d. south facade of east west oriented wing window wall above which project large roof rafters,
 - e. large Indiana Limestone fireplace on south facade of north-south

wing,

- f. east and west facades of north-south oriented wing featuring bands of short sliding windows and dark stained redwood board and batten siding,
- g. north entry flanked by un-coursed, rough pointed rubble work of Indiana Limestone which intersects a large glass picture window continuing into the interior entry way,
- h. east façade of east-west oriented wing, a massive un-coursed, rough pointed rubble work of Indiana Limestone fireplace,
- i. a breezeway between the house and garage featuring roof openings between exposed rafters and purlins and a vertical louver privacy divider wall,
- j. original garage and its features.

2) Landscaping Details:

- a. Osage Orange Hedge along Emerson St.,
- b. Kentucky Coffee and Elm trees, plus exotic mature trees,
- c. Native plants throughout the large yard including blue stars, Virginia bluebells, ferns, lobelia, spring beauties, jack-in-the-pulpit, and violets.

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”.

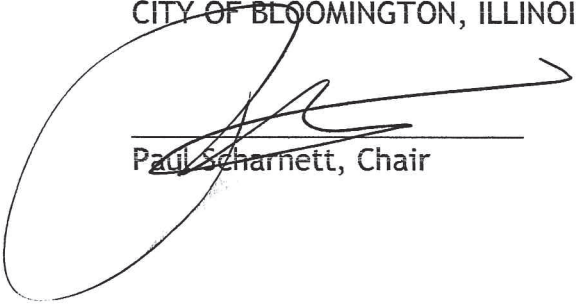
NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the City of Bloomington, McLean County, Illinois:

SECTION ONE: That it is recommended to the Bloomington Planning Commission that the premises located at 33 Sunset Road legally described in Exhibit “A” be designated as a local historic landmark and have the S-4, (Historic Preservation) Overlay District applied.

ADOPTED this 15th of December, 2022

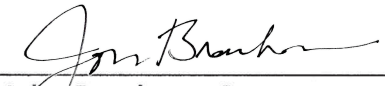
APPROVED this 15th of December, 2022

CITY OF BLOOMINGTON, ILLINOIS



Paul Scharnett, Chair

ATTEST



John Branham, Secretary

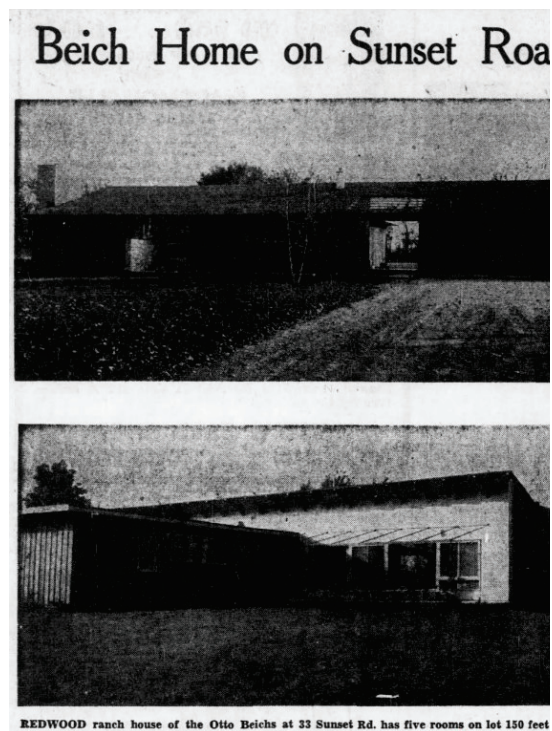
EXHIBIT A
Legal Description

FOX SUB LOT 3 EWING & EVANS SUB LOT 1

EXHIBIT B Nomination Report

The City of Bloomington Historic preservation Commission supports the S-4 Zoning Nomination of the Otto and Lucille Beich House at 33 Sunset Rd for the following reasons:

- 1) It is the work of a master architect, Richard A Williams, who was raised on this community and became national recognized for his Mid-Century Modern design work. As Williams instructed generations of students at the University of Illinois, he served as the designer of numerous works in Bloomington in his collaborations with the Lundeen and Hilfinger architectural firm and its successors.
- 2) This house is exceptionally well preserved and has been thoughtfully cared for by the Beich family for many years.
- 3) The grounds of the house are on a larger tract of numerous lots whose original plantings were conceived by master landscape architect Jens Jensen. Through the years most of Jensen's principles have been discarded throughout the subdivision, but they have been maintained on this lot. This is important for the house was designed to blend and compliment this landscaping.
- 4) Overall, the house is among the best-preserved examples of Mid- Century Modern design in the community. The preservation of these buildings is specifically called out in the City of Bloomington Historic Preservation plan adopted in 2021.



1950



2022

Property History

Sunset Road was laid out in 1923 by famed landscape architect Jens Jensen at the request of Davis and Hazle Buck Ewing. The original hand drawn design hangs at Ewing Manor. The plan was to have 12 houses on the road and one where Ewing Park 1 is located, totaling 13 homes.

A plat called the Ewing and Evans subdivision was recorded on October 4, 1928, by Davis Ewing, Hazle B. Ewing, Mark Evans, and Nan M. Evans. It consisted of approximately 66 acres. On October 13, 1928, the Ewing's became the sole owner of the Ewing and Evans subdivision. The subdivision then consisting of 13 large lots which were bordered on the East by Towanda Avenue and on the South by Emerson Street and on the west by a hedgerow that ran along the west property line.

In 1930 the Ewing's sold four lots, including Lot 3 of the Ewing's Evans subdivision to Ralph M. Fox and Walter S. Fox. Subsequently Lot 1 of the Ralph M. Fox and Walter S. Fox subdivision became 33 Sunset Road. Both this unique vision for development, and specifically 33 Sunset Road itself, have a rich history and collaborations of important persons of the time including Davis Ewing and Hazle Buck Ewing, A. Richard Williams, Jens Jensen, Felmley-Dickerson Company, and Otto and Lucille Beich.

Identification with a person or persons of significance

Landscape Architect: Jens Jensen. The Ewing Manor gardens were designed and built by noted landscape architect Jens Jensen. This is the architect that also designed the Lincoln Memorial Gardens in Springfield. The curving pathways for the residence provided views of both sunrise and sunset, thus, the residence was named Sunset Hill.

Jens Jensen Immigrated to the United States in 1884 from his native Denmark, Jensen was a key figure in the Chicago Renaissance and, along with O.C. Simonds and Wilhelm Miller, played a prominent role in the creation of a uniquely North American design aesthetic, the Prairie Style. His pioneering work in the Chicago's West Parks, including the design of Columbus Park and extensive redesign of Humboldt, Garfield, and Douglas Parks, was informed by his philosophical belief in the humanizing power of parks and his commitment to working closely with indigenous plants and ecological processes of the region's prairie landscape. Incorporating such features as wetland gardens known as "prairie rivers" and council rings as places for gathering and performance, Jensen created parks throughout the Midwest as well as numerous residential gardens, including several estates for the Ford family, often in collaboration with leading Prairie School architects. A devout conservationist, Jensen organized movements leading to the creation of the Cook County Forest Preserve District, the Illinois state park system, and the Indiana Dunes State Park and National Lakeshore.

Builder: Felmley-Dickerson Company. The John Felmley Company was founded in 1936 by John Felmley and was incorporated in 1947. John Felmley was President of the company until 1958. John Felmley was the son of Dr. David Felmley, the sixth President of Illinois State University from 1900 to 1930. In 1952, Ray Dickerson was added as a partner and the company's name was changed to Felmley-Dickerson Co. Ray Dickerson became President of the company in 1958 and served in that role until 1977.

Original Owner: Thomas S. Blackman. According to records and neighborhood recollections Thomas S. Blackman, a civil engineer, was the original owner who commissioned the design of 33 Sunset.

Second Owners: Otto and Lucille Beich. 33 Sunset Road was built in 1948 and in 1950 was purchased by Otto and Lucille Beich for \$37,500, the highest price paid for a Bloomington house that year. Otto was the son of Paul Beich who founded The Paul F Beich Candy Co. in Bloomington in the early 1920's. Otto went on to run the family business. In 1958 Otto suffered a stroke and an addition was added to the house so that he could continue to run the business from home. Mr. Beich's office is now the principal bedroom of the house.

Lucille Beich lived at 33 Sunset Road from 1950 to August 2021 when she passed at the age of 104. She lived independently through her entire life lovingly caring for the house and gardens, in addition to being an artist, primarily painting landscapes. McLean County Arts Center now has a few pieces of her work in their permanent collection. One of her final wishes was to see her house saved from the fate of other original properties on the road.

Embodiment of distinguishing characteristics of an architectural style

The House. 33 Sunset Road is a prime example of architect William's Mid Continent Modern style and the principles of minimalist simplicity, functional pragmatism, and environmental harmony. The one-story house is "L" shaped with a pitched shed roof, rising to the south, on the living room and kitchen wing and a flat roof on the long leg of the bedroom wing. The north façade has a broad expanse of dark stained redwood board and batten siding, and broad eaves which continue around the entire house. The south facade of this wing is composed of a window wall above which project large roof rafters. The east and west face of the bedroom wing features bands of windows and dark stained redwood board and batten siding. The entry is flanked by a rough pointed rubble work stone wall of Indiana Limestone which intersects the front window continuing into the interior entry way. The east façade features a massive Indiana Limestone fireplace, which serves the living room. There is a breezeway between the house and garage featuring roof openings between exposed rafters and purlins and a vertical louver privacy divider wall.

The house sits back from Sunset Road behind a woodland with mature trees, ivy, and seasonal blooms. Its modest facade belies a 3,300 sq ft home with 3 bedrooms, 2 ½ baths, large living room with vaulted ceilings and exposed beams, a grand Illinois Dolomite stone fireplace, separate dining room, which is delineated by a reeded glass partition wall, a functional kitchen, a 51' long "gallery" hall which brings natural light and air into the rooms lining it, and spacious principal bedroom (Otto Beich's former office) with full bath. The large office (now bedroom) was added in 1958, from plans by Bloomington architects Lundeen and Hilfiger.

Period details throughout the house have been well preserved or restored including the original "Bilt Well" kitchen cabinets, original vanities in the principle and second baths, original tile work, painted and stained wood paneling and millwork, and

restored steel radiator covers. The large glider windows throughout the home have been replaced, without changing locations, opening sizes or functionality, with Marvin pultruded fiberglass windows. These were recommended by Landmarks Illinois, the state-wide historic preservation advocacy group. They provide multiple exposure views to the surrounding gardens and rear yard.

The Gardens. In the 1950's when the Beich's purchased the house there was a small grove of elm and maple trees - bordering Sunset Road, and on the back of the property bordering Emerson (which was then a gravel road) there was, remnant of an Osage Orange Hedge used as a living fence in the 19th century. These trees remain. The lot between Emerson and Sunset had been a cornfield, and the house had been built in the middle of that old field. Mrs. Ewing sent her gardener over with two Kentucky Coffee trees and a bushel basket of bluebells, which he planted. Such planting was consistent with Jensen's plan for the subdivision. The spring display of bluebells continue to delight neighbors who live on the road as well as other members of the community who walk or drive by to take them in.

Today the front and far rear of the property are shaded woodlands with the whole of the property covered by Kentucky Coffee, Elm, Ginkgo, and Lilac trees as well as Illinois perennials including multiple Hosta varieties, daylilies, peonies, blue stars; as well as jonquils, bluebells, dragon's breath, lilies, irises, ferns, lobelia, spring beauties, jack-in-the-pulpit, violets, and "naked lady" lilies. Much of this is consistent with Jensen's ideas on the extensive use of native plants.

Identification as the work of a Master

Architect: A. Richard Williams (1914 - 2016). Williams was a professor at the University of Illinois' School of Architecture from 1946 to 1970 and a visiting professor of Architecture at the University of Arizona from 1988 - 2016. During his long and distinguished career, Professor William established a style of architecture coined Mid Continent Modern. It is characterized by minimalist simplicity, functional pragmatism, and environmental harmony. 33 Sunset Road embodies these principles. Williams, who was raised in Bloomington Normal was also the architect of Bloomington Savings and Loan (now enveloped by the McLean County Government Center), Bloomington's Oakland Elementary School, the award-winning Bloomington High School, and Wesley Methodist Church as well as several architecturally rich public buildings and private residences in Champaign-Urbana. Williams also served as a principal designer for the Lundeen and Hilfinger firm of Bloomington. In this relationship, his designs were detailed by the Hilfinger firm and the construction oversight was provided by the Hilfinger firm.

Embodiment of elements that render it architecturally significant

A. Richard Williams' design of 33 Sunset embraces and embodies Mid-Century Modern architectural movement. Those details include low pitched/flat roofs with wide overhanging eaves combined with a shed roofline and exposed roof beams. Use of organic materials including wood and stone. The facade is a combination of board and batten siding with a feature wall that begins on north facing exterior facade wall and seamlessly "passes through" a large glass picture window which terminates in the foyer. This unusual feature wall is fabricated of uncoursed, rough pointed rubble work of

Indiana Limestone. Other details of the period are roof openings between rafters, a low broad chimney and fireplace laid from rough pointed rubble work of Indiana Limestone, short sliding windows in private spaces and a modified window wall in the social rooms. The large office now bedroom was added in 1958 from plans by Bloomington architects Lundeen and Hilfiger. It is composed of the same materials and is scaled as the 1948 section. Apart from replacement windows, there have been few changes to the house as it was originally designed and built.

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: February 1, 2023

CASE NO: Z-01-23, S-4 (Historic Preservation Overlay) District

REQUEST: Public hearing, review and action on a petition submitted by David R. Dow & James A. Neeley Trust for an S-4 (Historic Preservation Overlay) District for property located at 33 Sunset Road (PIN: 14-34-402-016).

BACKGROUND

Request

The Petitioners are requesting to have the S-4 (Historic Preservation Overlay) District applied to the property. The request was heard by the Historic Preservation Commission (HPC) at their November and December, 2022, meetings. The HPC voted to recommend approval of the S-4 designation to the Planning Commission. Additionally, the HPC passed Resolution 2022-02 which recommends the property located at 33 Sunset Road be nominated as a local landmark and rezoned with the S-4 (Historic Preservation District) Zoning Overlay. This resolution found that the nominated property met the following criteria for consideration in § 44-804(B)2 of the Bloomington City Code, 1960, as amended: 1) its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation; 2) its embodiment of distinguishing characteristics of an architectural style value for the study of a period, type, method of construction, or use of indigenous materials, and its suitability for preservation or restoration; and 3) its suitability for preservation or restoration.

Property Characteristics

The subject property consists of 1.22 acres of land located on the south side of Sunset Road, just northwest of the intersection of Towanda Avenue and Emerson Street in Bloomington. The property is improved with a single-family residence that was constructed in 1948. 33 Sunset Road is not located within a nationally or locally designated historic district. Additional current and historic property characteristics are detailed in Historic Preservation Commission Resolution 2022-02 and the Staff Report transmitted from the HPC.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Wednesday, January 11, 2023. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses:

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

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: R-1A (Single-Family Residence) District

The R-1A Residence District is intended to provide for the establishment of areas characterized by large lot single-family dwelling units for occupancy by families, and related recreational, religious, and cultural facilities that serve the immediately surrounding residents, as well as those living in the district. The R-1A district provides for approximately two dwelling units per acre.

Proposed Zoning: R-1A (Single-Family Residence) District with S-4 (Historic Preservation District) Overlay

The S-4 (Historic Preservation District) is intended to promote the-protection, enhancement, perpetuation, and use of improvements of special character or special historical interest or value. The City of Bloomington finds that the preservation of such resources is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of its citizens. This S-4 Historic Preservation District shall be applied as an overlay district in combination with underlying base zoning districts as shown on the Official Zoning Map.

*A list of permitted uses for commercial and public interest districts can be found online in Chapter 44, Divisions [4-1](#) and [7-1](#), respectively.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals N-1.3e (Continue to enhance the City's designated historic districts), N-2. (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), N-2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play), and (N-1.1 Enhance the livability of all Bloomington neighborhoods).

Consideration of the 2035 Comprehensive Plan's Future Land Use and Land Use Priorities maps do not apply in this situation.

STANDARDS FOR REVIEW

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

Request for Zoning Map Amendment for R-1A to R-1A/S-4

1. The suitability of the subject property for uses authorized by the existing zoning.

The current use is a single-family home, a permissible use in the district.

2. The length of time the property has remained vacant as zoned considering the context of land development in the area.

The standard does not apply.

3. The suitability of the subject property for uses authorized by the proposed zoning.

The subject property meets the criteria for local designation and contributes to the historic and architectural heritage of the City.

4. The existing land uses and zoning of nearby properties.

The subject property is located near the Franklin Square National Register historic district. The subject property is compatible with surrounding uses and zoning. The proposed zoning overlay is also compatible with the surrounding uses and zoning.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The City, community, public and property owner benefit from designation of the subject property. The overlay ensures preservation of valuable historical and architectural features and requires review of building permit applications for alterations or demolition.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

No change to existing ingress/egress is proposed.

7. The extent to which the proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage pattern in the area.

The amendment will not result in any change to the existing stormwater management.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The property currently utilizes existing city services, water, and sewer. The property is served by existing fire and police protection.

9. **The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

The map amendment ensures the restoration and preservation of a historic and architecturally significant structure which is in the best interest of the public as it will result in improving surrounding property values and encouraging reinvestment and maintenance of neighboring older, unique structures.

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

Local historic designation and the historic preservation program have a positive impact on property values for the property and for the neighborhood.

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

The zoning amendment should not result in negative impacts on the surrounding property values. The zoning amendment will not result in the destruction of property values and will not negatively impact the surrounding properties in any way.

12. **Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it.**

The subject property is located within the “Preservation Area” identified on Figure 4-1, Neighborhood Classification Boundaries, of the Comprehensive Plan (Pg 46). The S-4 overlay would be a means to preserve this home which is an objective within the Preservation area. Additionally, it will serve to stabilize property values.

13. **Whether the City needs the proposed use.**

The City of Bloomington values historic preservation. The Preservation program provides homeowners with resources and expertise to maintain properties in good condition, increasing the value and investment in the neighborhood.

PROCEDURE

For Zoning Map Amendments related to the S-4 (Historic Preservation Overlay) District, the recommendation from the Planning Commission is transmitted to City Council in the form of a Resolution that reaffirms or rebuts the recommendation of the Historic Preservation Commission.

The Designating Ordinance, passed by City Council, may prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; and sign regulations (§ 44-804B(6)(d)). To that end, the Resolution transmitted to City Council that informs such Ordinance should include the same information and level of detail, and therefor, should be transmitted with the nomination report used to establish the initial findings of fact.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to pass a Resolution recommending approval of the petition to City Council, that includes the following:

- Acceptance of the findings and recommendation of the Historic Preservation Commission;
- Establishment of findings of fact that *the proposed zoning map amendment is in the public interest* and not solely for the benefit of the Petitioner;
- Recommendation of *approval* of the petition by City Council;
- The form and content of Historic Preservation Commission Resolution 2022-02;
- and the Historic Preservation Commission Nomination Report & Supporting Documentation.

Respectfully submitted,
Planning Staff

Attachments:

1. Zoning Map
2. Aerial Image
3. Historic Preservation Commission Resolution 2022-02
4. Historic Preservation Commission Nomination Report & Supporting Documentation
5. Neighborhood Notice Map

Attachment 1: Zoning Map



Attachment 2: Aerial Map



RESOLUTION NO. 2022-02

**A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 33 SUNSET ROAD BE
NOMINATED AS A LOCAL LANDMARK AND APPLY THE S-4 (HISTORIC PRESERVATION)
OVERLAY DISTRICT TO THE PROPERTY**

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by David R. Dow & James A. Neeley Trust requesting that the property at 33 Sunset Road, legally described in Exhibit “A”, attached hereto, be recognized for its historic and cultural significance with the S-4, (Historic Preservation) Overlay District Zoning; and

WHEREAS, the Historic Preservation Commission determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

- 1. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
- 2. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
- 3. Its suitability for preservation or restoration.*

WHEREAS, the Historic Preservation Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Historic Preservation Commission further recommend that he future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

1) Architectural Details:

- a. pitched shed roof with wide overhanging eaves combined and exposed roof beams,
- b. flat roof on the long leg of the bedroom wing,
- c. north façade of east-west oriented wing, broad expanse of dark stained redwood board and batten siding,
- d. south facade of east west oriented wing window wall above which project large roof rafters,
- e. large Indiana Limestone fireplace on south facade of north-south wing,
- f. east and west facades of north-south oriented wing featuring bands of short sliding windows and dark stained redwood board and batten siding,
- g. north entry flanked by un-coursed, rough pointed rubble work of Indiana

Limestone which intersects a large glass picture window continuing into the interior entry way,

- h. east façade of east-west oriented wing, a massive un-coursed, rough pointed rubble work of Indiana Limestone fireplace,
- i. a breezeway between the house and garage featuring roof openings between exposed rafters and purlins and a vertical louver privacy divider wall,
- j. original garage and its features.

2) Landscaping Details:

- a. Osage Orange Hedge along Emerson St.,
- b. Kentucky Coffee and Elm trees, plus exotic mature trees,
- c. Native plants throughout the large yard including blue stars, Virginia bluebells, ferns, lobelia, spring beauties, jack-in-the-pulpit, and violets.

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 ONE: That it is recommended to the Bloomington Planning Commission that the premises located at 33 Sunset Road legally described in Exhibit "A" be designated as a local historic landmark and have the S-4, (Historic Preservation) Overlay District applied.

ADOPTED this 15th of December, 2022

APPROVED this 15th of December, 2022

CITY OF BLOOMINGTON, ILLINOIS

ATTEST

Paul Scharnett, Chair

John Branham, Secretary

Exhibit A
Legal Description

FOX SUB LOT 3 EWING & EVANS SUB LOT 1

Attachment 4: Historic Preservation Commission Report & Supporting Documentation

Nomination Report

The City of Bloomington Historic preservation Commission supports the S-4 Zoning Nomination of the Otto and Lucille Beich House at 33 Sunset Rd for the following reasons:

- 1) It is the work of a master architect, Richard A Williams, who was raised on this community and became national recognized for his Mid-Century Modern design work. As Williams instructed generations of students at the University of Illinois, he served as the designer of numerous works in Bloomington in his collaborations with the Lundeen and Hilfinger architectural firm and its successors.
- 2) This house is exceptionally well preserved and has been thoughtfully cared for by the Beich family for many years.
- 3) The grounds of the house are on a larger tract of numerous lots whose original plantings were conceived by master landscape architect Jens Jensen. Through the years most of Jensen's principles have been discarded throughout the subdivision, but they have been maintained on this lot. This is important for the house was designed to blend and compliment this landscaping.
- 4) Overall, the house is among the best-preserved examples of Mid- Century Modern design in the community. The preservation of these buildings is specifically called out in the City of Bloomington Historic Preservation plan adopted in 2021.

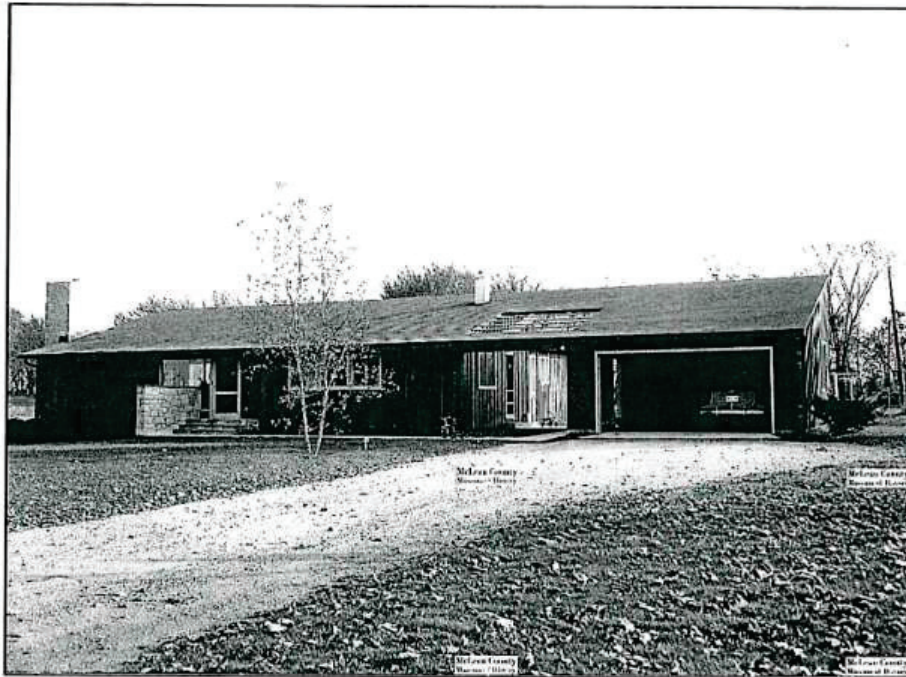


1950

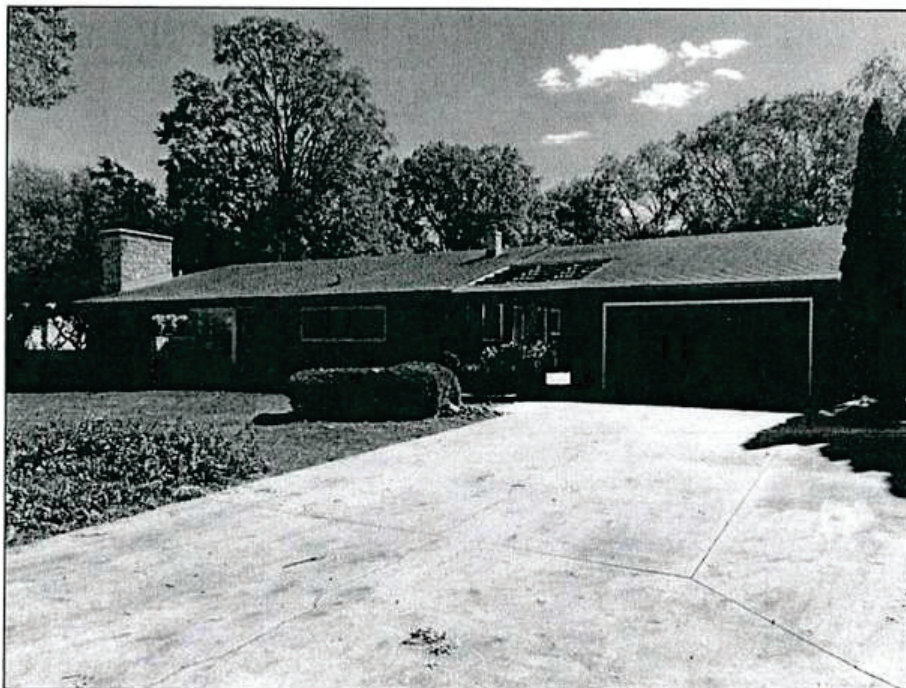


2022

1950 façade photo
Courtesy of McLean County Museum of History archives from *The Pantagraph*



2022 façade photo in B&W
Photo by homeowners

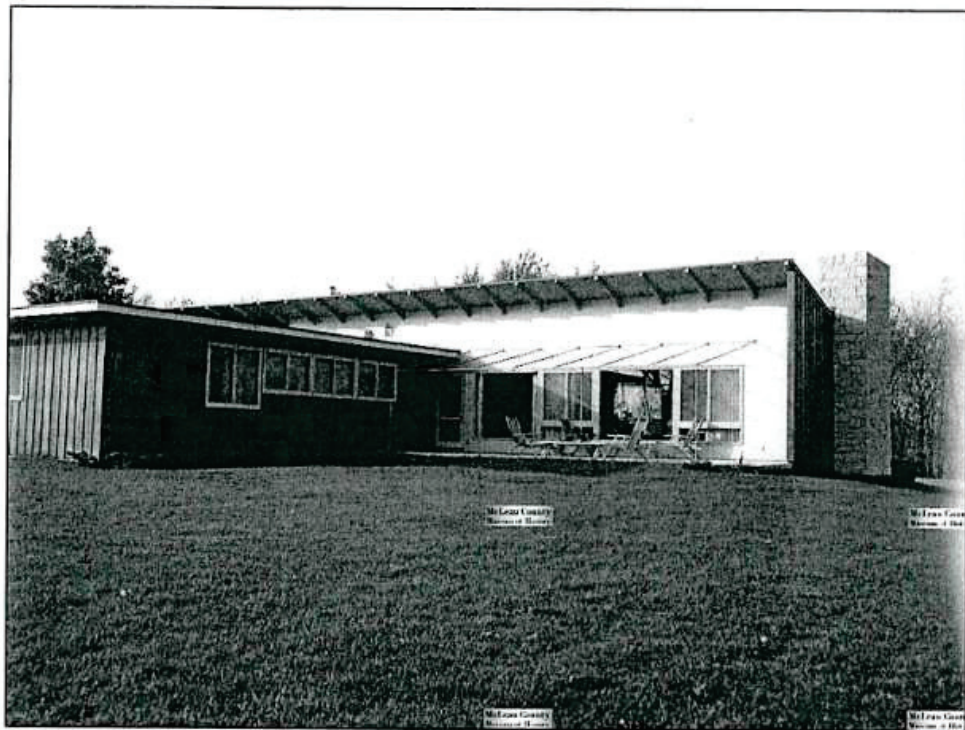


2022 façade color photos
Photo by homeowners



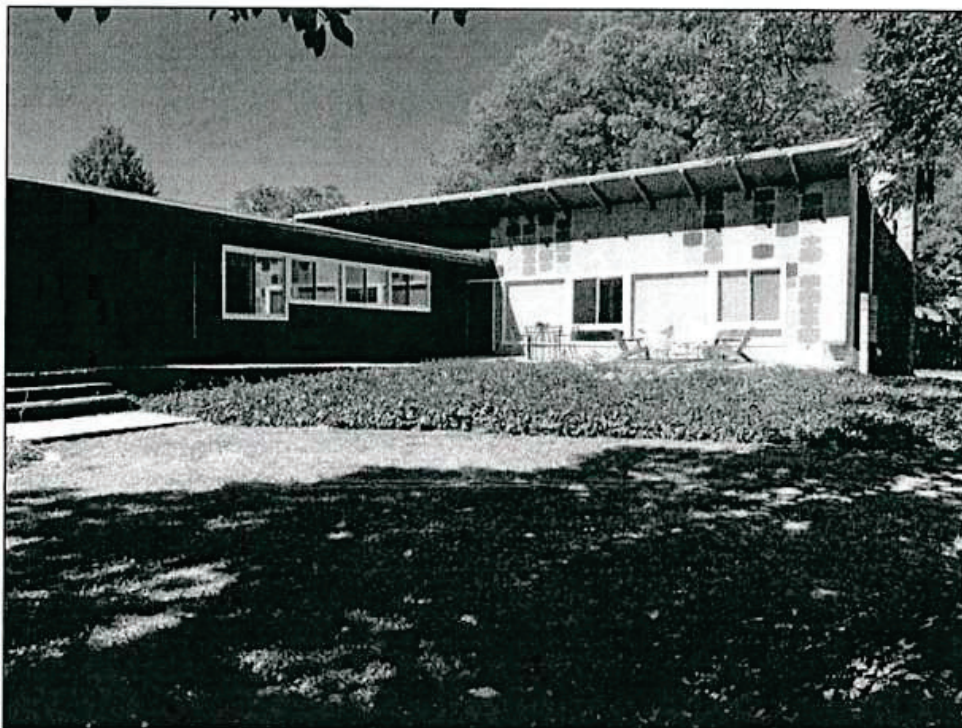
1950 rear façade photo

Courtesy of McLean County Museum of History archives from *The Pantagraph*



2022 rear façade photo in B&W

Photo by homeowners



Property History

Sunset Road was laid out in 1923 by famed landscape architect Jens Jensen at the request of Davis and Hazle Buck Ewing. The original hand drawn design hangs at Ewing Manor. The plan was to have 12 houses on the road and one where Ewing Park 1 is located, totaling 13 homes. A plat called the Ewing and Evans subdivision was recorded on October 4, 1928, by Davis Ewing, Hazle B. Ewing, Mark Evans, and Nan M. Evans. It consisted of approximately 66 acres. On October 13, 1928, the Ewing's became the sole owner of the Ewing and Evans subdivision. The subdivision then consisting of 13 large lots which were bordered on the East by Towanda Avenue and on the South by Emerson Street and on the west by a hedgerow that ran along the west property line.

In 1930 the Ewing's sold four lots, including Lot 3 of the Ewing's Evans subdivision to Ralph M. Fox and Walter S. Fox. Subsequently Lot 1 of the Ralph M. Fox and Walter S. Fox subdivision became 33 Sunset Road. Both this unique vision for development, and specifically 33 Sunset Road itself, have a rich history and collaborations of important persons of the time including Davis Ewing and Hazle Buck Ewing, A. Richard Williams, Jens Jensen, Felmley-Dickerson Company, and Otto and Lucille Beich.

Identification with a person or persons of significance

Landscape Architect: Jens Jensen. The Ewing Manor gardens were designed and built by noted landscape architect Jens Jensen. This is the architect that also designed the Lincoln Memorial Gardens in Springfield. The curving pathways for the residence provided views of both sunrise and sunset, thus, the residence was named Sunset Hill.

Jens Jensen Immigrated to the United States in 1884 from his native Denmark, Jensen was a key figure in the Chicago Renaissance and, along with O.C. Simonds and Wilhelm Miller, played a prominent role in the creation of a uniquely North American design aesthetic, the Prairie Style. His pioneering work in the Chicago's West Parks, including the design of Columbus Park and extensive redesign of Humboldt, Garfield, and Douglas Parks, was informed by his philosophical belief in the humanizing power of parks and his commitment to working closely with indigenous plants and ecological processes of the region's prairie landscape. Incorporating such features as wetland gardens known as "prairie rivers" and council rings as places for gathering and performance, Jensen created parks throughout the Midwest as well as numerous residential gardens, including several estates for the Ford family, often in collaboration with leading Prairie School architects. A devout conservationist, Jensen organized movements leading to the creation of the Cook County Forest Preserve District, the Illinois state park system, and the Indiana Dunes State Park and National Lakeshore.

Builder: Felmley-Dickerson Company. The John Felmley Company was founded in 1936 by John Felmley and was incorporated in 1947. John Felmley was President of the company until 1958. John Felmley was the son of Dr. David Felmley, the sixth President of Illinois State University from 1900 to 1930. In 1952, Ray Dickerson was added as a partner and the company's name was changed to Felmley-Dickerson Co. Ray Dickerson became President of the company in 1958 and served in that role until 1977.

Original Owner: Thomas S. Blackman. According to records and neighborhood recollections Thomas S. Blackman, a civil engineer, was the original owner who commissioned the design of 33 Sunset.

Second Owners: Otto and Lucille Beich. 33 Sunset Road was built in 1948 and in 1950 was purchased by Otto and Lucille Beich for \$37,500, the highest price paid for a Bloomington house that year. Otto was the son of Paul Beich who founded The Paul F Beich Candy Co. in Bloomington in the early 1920's. Otto went on to run the family business. In 1958 Otto suffered a stroke and an addition was added to the house so that he could continue to run the business from home. Mr. Beich's office is now the principal bedroom of the house.

Lucille Beich lived at 33 Sunset Road from 1950 to August 2021 when she passed at the age of 104. She lived independently through her entire life lovingly caring for the house and gardens, in addition to being an artist, primarily painting landscapes. McLean County Arts Center now has a few pieces of her work in their permanent collection. One of her final wishes was to see her house saved from the fate of other original properties on the road.

Embodiment of distinguishing characteristics of an architectural style

The House. 33 Sunset Road is a prime example of architect William's Mid Continent Modern style and the principles of minimalist simplicity, functional pragmatism, and environmental harmony. The one-story house is "L" shaped with a pitched shed roof, rising to the south, on the living room and kitchen wing and a flat roof on the long leg of the bedroom wing. The north façade has a broad expanse of dark stained redwood board and batten siding, and broad eaves which continue around the entire house. The south facade of this wing is composed of a window wall above which project large roof rafters. The east and west face of the bedroom wing features bands of windows and dark stained redwood board and batten siding. The entry is flanked by a rough pointed rubble work stone wall of Indiana Limestone which intersects the front window continuing into the interior entry way. The east façade features a massive Indiana Limestone fireplace, which serves the living room. There is a breezeway between the house and garage featuring roof openings between exposed rafters and purlins and a vertical louver privacy divider wall.

The house sits back from Sunset Road behind a woodland with mature trees, ivy, and seasonal blooms. Its modest facade belies a 3,300 sq ft home with 3 bedrooms, 2 ½ baths, large living room with vaulted ceilings and exposed beams, a grand Illinois Dolomite stone fireplace, separate dining room, which is delineated by a reeded glass partition wall, a functional kitchen, a 51' long "gallery" hall which brings natural light and air into the rooms lining it, and spacious principal bedroom (Otto Beich's former office) with full bath. The large office (now bedroom) was added in 1958, from plans by Bloomington architects Lundeen and Hilfiger.

Period details throughout the house have been well preserved or restored including the original "Bilt Well" kitchen cabinets, original vanities in the principle and second baths, original tile work, painted and stained wood paneling and millwork, and restored steel radiator covers. The large glider windows throughout the home have been replaced, without changing locations, opening sizes or functionality, with Marvin pultruded fiberglass windows. These were recommended by Landmarks Illinois, the state-wide historic preservation advocacy group. They provide multiple exposure views to the surrounding gardens and rear yard.

The Gardens. In the 1950's when the Beich's purchased the house there was a small grove of elm and maple trees - bordering Sunset Road, and on the back of the property bordering Emerson (which was then a gravel road) there was, remnant of an Osage Orange Hedge used as a living fence in the 19th century. These trees remain. The lot between Emerson and Sunset

had been a cornfield, and the house had been built in the middle of that old field. Mrs. Ewing sent her gardener over with two Kentucky Coffee trees and a bushel basket of bluebells, which he planted. Such planting was consistent with Jensen's plan for the subdivision. The spring display of bluebells continue to delight neighbors who live on the road as well as other members of the community who walk or drive by to take them in.

Today the front and far rear of the property are shaded woodlands with the whole of the property covered by Kentucky Coffee, Elm, Ginkgo, and Lilac trees as well as Illinois perennials including multiple Hosta varieties, daylilies, peonies, blue stars; as well as jonquils, bluebells, dragon's breath, lilies, irises, ferns, lobelia, spring beauties, jack-in-the-pulpit, violets, and "naked lady" lilies. Much of this is consistent with Jensen's ideas on the extensive use of native plants.

Identification as the work of a Master

Architect: A. Richard Williams (1914 - 2016). Williams was a professor at the University of Illinois' School of Architecture from 1946 to 1970 and a visiting professor of Architecture at the University of Arizona from 1988 - 2016. During his long and distinguished career, Professor William established a style of architecture coined Mid Continent Modern. It is characterized by minimalist simplicity, functional pragmatism, and environmental harmony. 33 Sunset Road embodies these principles. Williams, who was raised in Bloomington Normal was also the architect of Bloomington Savings and Loan (now enveloped by the McLean County Government Center), Bloomington's Oakland Elementary School, the award-winning Bloomington High School, and Wesley Methodist Church as well as several architecturally rich public buildings and private residences in Champaign-Urbana. Williams also served as a principal designer for the Lundeen and Hilfinger firm of Bloomington. In this relationship, his designs were detailed by the Hilfinger firm and the construction oversight was provided by the Hilfinger firm.

Embodiment of elements that render it architecturally significant

Richard Williams' design of 33 Sunset embraces and embodies Mid-Century Modern architectural movement. Those details include low pitched/flat roofs with wide overhanging eaves combined with a shed roofline and exposed roof beams. Use of organic materials including wood and stone. The facade is a combination of board and batten siding with a feature wall that begins on north facing exterior facade wall and seamlessly "passes through" a large glass picture window which terminates in the foyer. This unusual feature wall is fabricated of uncoursed, rough pointed rubble work of Indiana Limestone. Other details of the period are roof openings between rafters, a low broad chimney and fireplace laid from rough pointed rubble work of Indiana Limestone, short sliding windows in private spaces and a modified window wall in the social rooms. The large office now bedroom was added in 1958 from plans by Bloomington architects Lundeen and Hilfinger. It is composed of the same materials and is scaled as the 1948 section. Apart from replacement windows, there have been few changes to the house as it was originally designed and built.

Mr. Wetterow called the roll. Mr. Galpalli - Present, Mr. Muehleke - Present, Mr. Krieger - Present, Ms. Patino - Present, Ms. Beyer - Present, Vice-Chair Boyd - Present and Chair Mohr - Present. With 7 members present, a quorum was established.

Chair Mohr announced that case Z-16-22 has been withdrawn at the request of the Petitioner.

PUBLIC COMMENT

Chairperson Mohr asked if anyone was present to provide public comment. Chairperson Mohr noted public comment is for addressing items not on the regular agenda. No individuals were present to provide public comment.

MINUTES

Minutes were corrected to reflect Ms. Patino's vote and include Dunraven HOA document as an attachment. Commissioner Boyd motioned to approve the minutes from the December 7, 2022. Commissioner Krieger seconded. A voice vote was held. 6 ayes, 1 abstention (Chairperson Mohr due to absence during the subject meeting). The motion passed.

REGULAR AGENDA

A. **Z-16-22** Public hearing, review and action on a petition submitted by OSF Healthcare System, requesting approval of a Zoning Map Amendment for the property located at 3 Moore Road, from R-1A (Single-Family Residence) District to P-2 (Public Lands and Institutions) District. PIN: 21-10-232-025. (**WITHDRAWN AT REQUEST OF THE PETITIONER**)

B. **Z-01-223** Public hearing, review and action on a request by David R. Dow & James A. Neeley Trust for a S-4 (Historic Preservation District) Overlay for the property located at 33 Sunset Road. PIN: 14-34-402-016.

Mr. Branham presented the staff report for case Z-01-23, with a recommendation for approval. He provided background on the request and the overall process. He stated that the Historic Preservation Commission reviewed the item recently and voted unanimously to recommend approval to the Planning Commission. He added the Historic Preservation Commission found it met three criteria required for designation.

Commissioner Boyd inquired whether there was any other S-4 designation located within the direct area/neighborhood. Mr. Branham stated there was not. Ms. Pemberton added the location is located near Ewing Manor which was designated while under private ownership.

Chairperson Mohr asked if there was anyone present to speak for or against Case Z-01-23. There were none. Chairperson Mohr closed the public hearing for Case Z-01-23.

Commissioner Beyer made a motion to approve as presented. The motion was seconded by Commissioner Muehleke.

Mr. Krieger - Yes, Mr. Muehleke - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes and Chair Mohr - Yes (7-0). The motion passed.

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Mr. Branham noted that the case will go before City Council on February 27, 2023.

- C. **Z-24-21** Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules. Continued from October Meeting.

Ms. Pemberton presented a summary and background on the request. Ms. Pemberton noted the Commission is voting on what is being proposed. She stated this is final part to what has been discussed with the Commission for last six months.

Ms. Pemberton summarized changes related to Variances. She stated it would allow waivers rather than variances for Use Provisions as part of the Special Use permitting process. She stated the Planning Commission would have ability to waive requirements and require additional conditions for approval to compensate. She stated the waivers and/or conditions would be eliminated when the use discontinued. She added it would not impact hearing timelines as items would still go to City Council on the same date.

Ms. Pemberton stated if a Variance is still needed, it would be heard and approved by the Zoning Board of Appeals. She noted the number of cases where a Special Use was applied for and a Variance for a use provision was requested along with the application.

Ms. Pemberton presented a chart which indicated what Staff believes happened when the zoning districts were consolidated, and legislative site plan requirements were grossly and incorrectly transferred to the new districts. In the old Code the “B” districts did not require legislative site plans. The districts that were designed to have legislative site plans were the “C” districts, (C-2 and C-3) which were those intended to be adjacent to residential districts. Ms. Pemberton noted the types of uses permitted within those districts and how the uses permitted aligned more with local commercial and office, both of which would likely be adjacent to residential properties. The relevant Staff presentation is attached to this record as Exhibit “A.”

Ms. Pemberton noted there were numerous restrictions associated with these districts and the intent was to protect the surrounding residential properties. She stated there were nuances with how legislative site plans were assigned that were missed when the districts were consolidated under the 2019 Code rewrite; the requirement went from being applied to a few commercial districts to all commercial districts, which was not the original intent of the requirement. The intent appears to have been to review some, but not every commercial development. Evidence shows that the current regulatory structure has slowed down development within the City.

Additionally, Ms. Pemberton noted that legislative site plans, as they exist now, are not providing significant benefit to the community. Ms. Pemberton provided a chart indicating the legislative site plan cases that have come before the Commission in the past years; the chart highlighted that proximity to residential property was the best indicator of public participation.

Staff’s recommendation, based upon available case data and the intent of the previous Code, is to

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REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: February 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Fiscal Year 2024 Budget Update 2, as requested by the Finance Department.

RECOMMENDED MOTION: None; Presentation and discussion 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 Fiscal Year 2024 ("FY24") Budget is balanced but still being finalized. Budget totals and growth review, material assumptions, tax revenues, General Fund and City-Wide revenue and expense exhibits, General Fund by Function, City-Wide by Fund and Capital/Infrastructure Improvement Project totals will be presented.

The FY24 Budget Presentation will be made available on the City's website (cityblm.org) prior to the meeting. Stakeholders can locate this on the *Documents - Finance Documents - Budget - FY2024* page of the website.

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: NA

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director