CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING NOVEMBER 28, 2022

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 CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, NOVEMBER 28, 2022, 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 the Fall 2022 Bloomington 101 Participants, as requested by the Administration Department. *(Recommended Motion: None; recognition only.) (Presentation by Katherine Murphy, Communications & External Affairs Manager, and Amy Overton, Executive Assistant for Administration, .)*

7. **Public Hearing**

   A. Public Hearing on a Request for Annexation by DKS Properties, Inc., for Land Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and testimony only.) (Presentation by Kimberly Smith, 3 minutes; and City Council Discussion, 10 minutes.)*

8. **Consent Agenda**

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

   A. Consideration and action to Approve Bills and Payroll in the Amount of $6,188,187.23, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   B. Consideration and action to Approve Appointments and a Re-appointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Re-appointment be*

approved.)

C. Consideration and action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp. in the Amount of $485,138.58, utilizing the Sourcewell Joint Purchasing Contract #081419-SHI, exp. 10/30/2023, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*

D. Consideration and action to approve an Agreement with Farnsworth Group, Inc., for Design and Construction Document Preparation for Roof Top Unit Replacement and Enhancement at Grossinger Motors Arena (RFQ #2022-03), in the amount of $173,100, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

E. Consideration and action on an Ordinance Approving the Annexation of Land Located at 2318 W. Market Street in McLean County, Illinois, Consisting of 1.10 Acres More or Less, to the City of Bloomington, McLean County, Illinois and an Ordinance Approving a Zoning Map Amendment for Annexed Property Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less to B-1 (General Commercial) District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinances be approved.)*

F. Consideration and action to Approve a Resolution Authorizing an Annexation Agreement with DKS Properties Inc. for Land Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

G. Consideration and action on an Ordinance Approving the Second Amended Preliminary Plan for Interstate Business Park for the Property Generally Located Near the Intersection of W. Market Street and Avalon Way and Along Interstate Drive, Consisting of 25.21 Acres More or Less, PINs: 20-01-200-010, 20-01-200-012, 20-01-200-050, and 20-01-200-051, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

H. Consideration and action on an Ordinance Approving the Final Plat of Interstate Business Park 12th Addition, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

I. Consideration and action on an Ordinance Approving a Lease Extension Agreement Between the City of Bloomington and the United States Postal Service Substation for the Postal Substation Located at 400 N. Center Street in the Market Street Parking Garage for the Term of 12/01/2022-12/31/2024, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

J. Consideration and action on an Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022), as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance be approved.)*

K. Consideration and action on an Ordinance Amending Chapter 16, Article IV of the Bloomington City Code Regarding Entertainment Facility Contracts, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Ordinance be approved.)*

L. Consideration and action to Approve an Ordinance Amending Chapter 39 of the Bloomington City Code Combining the Short-Term Rental Tax into the Hotel Tax, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance to be approved.)*

M. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 2803 Longmeadow Lane, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

N. Consideration and action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District for the Property Located at the Northwest Corner of Lutz Road and S. Morris Avenue, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

O. Consideration and action on an Ordinance approving a Site Plan for a Hotel Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1041 Wylie Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

P. Consideration and action on an Ordinance Approving a Site Plan for an Expansion to a Grocery Store Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1403 N. Veterans Parkway, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Q. Consideration and action on an Ordinance Approving a Zoning Map Amendment from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District for the Property Located at 1301 W. Washington Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

R. Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the Property Located at 602 S. Main Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

S. Consideration and action on a Resolution Authorizing the Closure of State Highway Business 51 for the Jaycees Holiday Parade on December 3, 2022, at 10 a.m. , as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

T. Consideration and action on the Approval of a Resolution Initiating Text Amendments to the City of Bloomington Zoning Code to Create a New Definition of "Plastic, Rubber and Allied Products Processing" and to Allow Such as a Permitted

Use in M-1 Districts, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be adopted.)*

U. Consideration and action to Approve a Policy for Honorary Street Signs, as requested by the Administration Department and the Public Works Department. *(Recommended Motion: The proposed Policy be approved.)*

9. **Regular Agenda**
10. **Finance Director's Report**

    https://www.cityblm.org/government/advanced-components/documents/-folder-145
11. **City Manager's Discussion**
12. **Mayor's Discussion**
13. **Council Member's Discussion**
14. **Executive Session**
15. **Adjournment**

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

RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of the Fall 2022 Bloomington 101 Participants, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

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

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

BACKGROUND: The Bloomington 101 program returned in Fall of 2022 for the first time since 2019. The City wishes to celebrate and recognize the program's participants.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fall 2022 Bloomington 101 participants.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 2B Recognition Bloomington 101 Fall Session

CITY OF Bloomington ILLINOIS

BLOOMINGTON 101

Jordan Baker
Cathy Beck
Mary Brucker
Susan Crawford
Matthew Finley
Tim Foley
Christy Germanis
Sarah Hall
Cody Hendricks
Deborah Johnson
Andy Kubiak
Marlene Kubiak
Nicole Hughes-Liss
Sam Liss
Emma Meyer
Sean Murphy
Brandon Oates
Noah Odom
Dawn Peters
Anwaar Shatat

THANK YOU TO OUR FALL 2022 PARTICIPANTS

PUBLIC HEARING ITEM NO. 7.A

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7 and City-Wide Impact

SUBJECT: Public Hearing on a Request for Annexation by DKS Properties, Inc., for Land Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and testimony only.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of an Annexation Agreement proposed by DKS Properties, Inc., for an approximately 1.10-acre property located at 2318 W. Market Street. The property is located at the southeast corner of W. Market Street and Avalon Way. The requested zoning of the property is B-1 (General Commercial) District. The owner has no current plans to develop the property.

Chapter 8.5, Section 203 (D) Requires all annexation agreements have a public hearing before both the Planning Commission and City Council. This public hearing satisfies this requirement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Saturday, November 12, 2022.

FINANCIAL IMPACT: The proposed annexation agreement and zoning map amendment would allow for the inclusion of a new commercially zoned property within the City. This will increase the City's property tax base and potentially provide increased sales tax revenue for the City. This annexation and zoning map amendment also ensures property values for the adjacent properties located within the City are maintained.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals 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: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 1B Annexation Agreement with Exhibits
E&CD 1C Annexation Plat
E&CD 1D Aerial Map

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and DKS Properties, Inc., an Illinois, Corporation, including any subsequent purchasers or owners of the property, hereinafter collectively referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit "A", which is attached hereto and made a part hereof by this reference, and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

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

WHEREAS, the Owner is desirous of having said premises zoned B-1 (General Commercial) District upon annexation to the City; and

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

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

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, will file a petition with the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits, within 30 days of approval of this Agreement. The City has published and gave such notices and conducted such public hearings as are required for approval of this Agreement and will provide any such required notices and public hearings to annex the premises, as required by law and ordinance.

2. ANNEXATION.

Upon the filing of an annexation petition by Owner, the City agrees, within sixty (60) days of filing of said petition, to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING.

City agrees to rezone the property to B-1 (General Commercial) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

A. With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the parties acknowledge and note that via a previous agreement between the Owner and the City, the applicable annexation and connection fees may have already been paid, such that the following shall apply:

i. Sanitary Sewer. The premises shall be connected to the City's sanitary sewer when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid any and all tap on fees for connection to the sanitary sewer, in the event all tap on fees for the connection to the sanitary sewer have been paid no further such fees shall be due and owing. In the event the connection fees for the sanitary sewer have not been paid they shall be due by Owner according to City Code.

ii. Water. The premises shall be connected to the City's water mains when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid for any and all tap on fees for connection to the water mains, in the event all tap on fees for the connection to the water main have been paid no further such fees shall be due and owing. In the event the connection fee for the water main have not been paid they shall be due by Owner according to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time, except as may be agreed between the parties.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS.

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

8. TERM.

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

9. NOTICES.

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

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

DKS Properties, Inc.
c/o David K. Stark
1805 W. Washington St.
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES.

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

12. GENERAL PROVISIONS.

The following general provisions shall apply to this Agreement:

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

B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. Non-Waiver. The City shall be under no obligation to exercise any of the rights

granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and

executed by all parties to this Agreement in accordance with all applicable statutory procedures.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that Owner is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement, including but not limited to compelling annexation of the property; provided, however, that the Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

N. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.

O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

P. Annexation Fees. The Owner agrees to pay any applicable annexation fees that are due.

EXECUTED and ADOPTED this ___ day of November 2022 at Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Mboka Mwilambwe, Mayor

Attest:

By:_____
Leslie-Smith Yocum,
City Clerk

OWNER: DKS Properties, Inc., an Illinois Corporation

By: _____
David K. Stark, Its President

Exhibit "A"

Legal Description of Subject Premises
Tract I

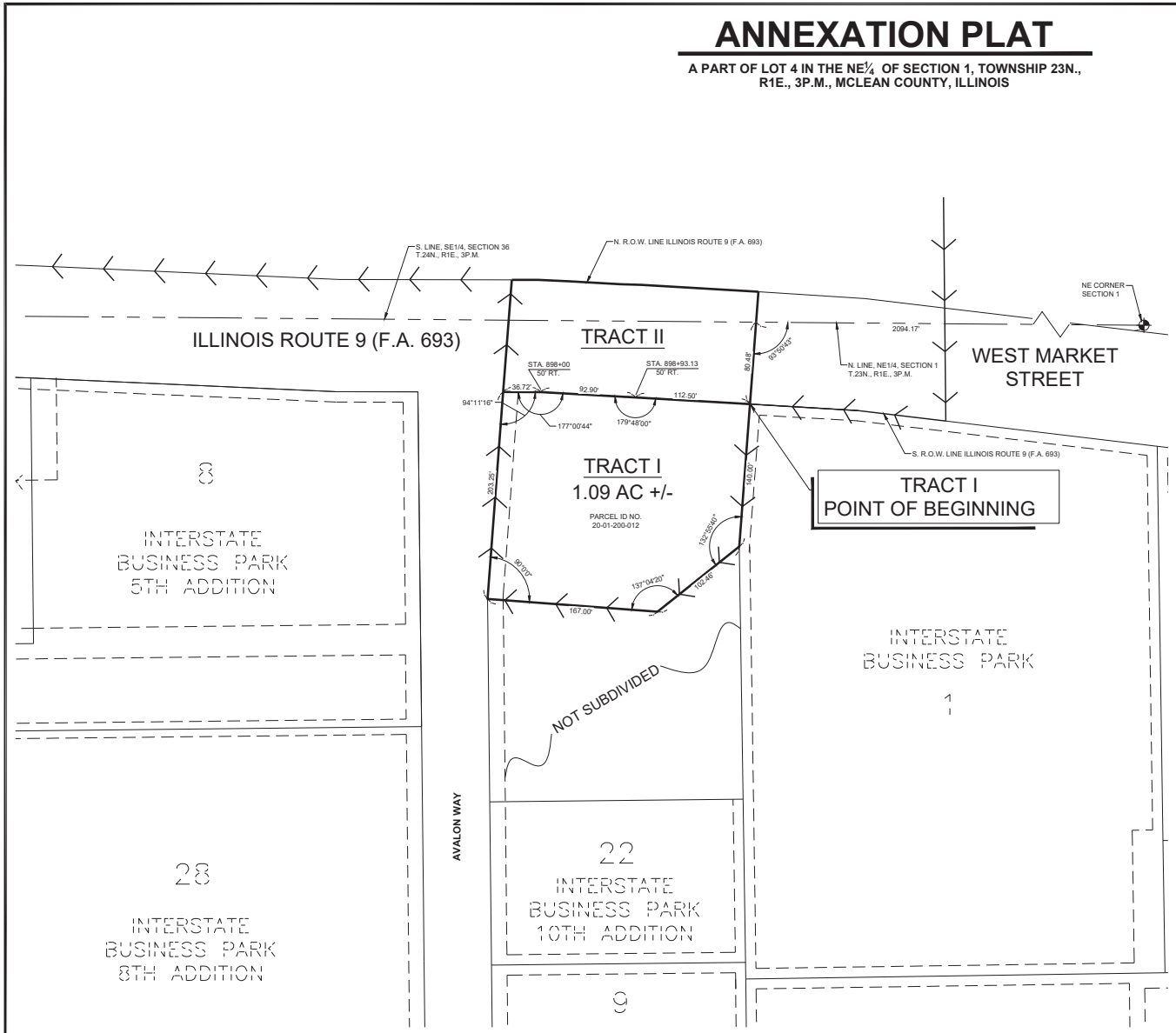
A part of Lot 4 of Motter Estates as per Chancery Record 15, Page 562, Case No. 1634, in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 1; thence West 2094.17 feet on the north line of said Section 1; thence South 80.48 feet on a line forming an angle of 93°-50'-43" to the right with the north line of said Section 1 to the Point of Beginning on the south right of way line of Illinois State Route 9 (F.A. 693 – Sec. 129 RW & RS); thence continuing South 140.00 feet on the prolongation of the last described course; thence Southwest 102.46 feet which course forms an angle to the left of 132°-55'-40" with the last described course; thence West 167.00 feet which course forms an angle to the left of 137°-04'-20" with the last described course; thence North 203.25 feet which course forms a 90° angle to the left with the last described course to the said south right of way line of Illinois State Route 9; thence Northeasterly 36.72 feet on said right of way line which course forms an angle to the left of 94°-11'-16" with the last described course to a point 50 feet right of Station 898+00 on the centerline of said Illinois Route 9; thence East 92.90 feet on said right of way line which course forms an angle to the left of 177°-00'-44" with the last described course to a point 50 feet right of Station 898+93.13 back – Station 898+93.23 ahead; thence East 112.50 feet on said right of way line which course forms an angle to the left of 179°-48'-00" with the last described course to the Point of Beginning, containing 1.09 acres, more or less.

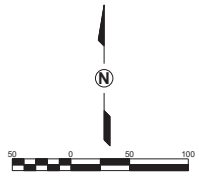
Tract II

All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.

ANNEXATION PLAT

A PART OF LOT 4 IN THE NE¼ OF SECTION 1, TOWNSHIP 23N., R1E., 3P.M., MCLEAN COUNTY, ILLINOIS





LEGEND

- BOUNDARY OF SUBJECT PREMISES
- EASEMENT LIMITS
- CORPORATE LIMITS
- CITY OF BLOOMINGTON
- BREAKLINE DIMENSION NOT TO SCALE

Legal Description of Subject Premises

Tract I

A part of Lot 4 of Motter Estates as per Chancery Record 15, Page 562, Case No. 1634, in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 1; thence West 2094.17 feet on the north line of said Section 1; thence South 80.48 feet on a line forming an angle of 93°-50'-43" to the right with the north line of said Section 1 to the Point of Beginning on the south right of way line of Illinois State Route 9 (F.A. 693 – Sec. 129 RW & RS); thence continuing South 140.00 feet on the prolongation of the last described course; thence Southwest 102.46 feet which course forms an angle to the left of 132°-55'-40" with the last described course; thence West 167.00 feet which course forms an angle to the left of 137°-04'-20" with the last described course; thence North 203.25 feet which course forms a 90° angle to the left with the last described course to the said south right of way line of Illinois State Route 9; thence Northeasterly 36.72 feet on said right of way line which course forms an angle to the left of 94°-11'-16" with the last described course to a point 50 feet right of Station 898+00 on the centerline of said Illinois Route 9; thence East 92.90 feet on said right of way line which course forms an angle to the left of 177°-00'-44" with the last described course to a point 50 feet right of Station 898+93.13 back – Station 898+93.23 ahead; thence East 112.50 feet on said right of way line which course forms an angle to the left of 179°-48'-00" with the last described course to the Point of Beginning, containing 1.09 acres, more or less.

Tract II

All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.

SURVEYOR'S CERTIFICATE

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.

09/15/2022
Date

David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2022

DAVID P. BROWN 2725 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BLOOMINGTON, ILLINOIS

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) 829-2552

DATE	
REVISED	-
10/25/2022	-
-	-
-	-
-	-

BK. X
DRN. JSB
DSN. X
APP. DPB

ANNEXATION PLAT
INTERSTATE BUSINESS PARK
SECOND AMENDED PRELIMINARY PLAN
CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS

SHEET **1**
OF: 1
JOB #: **4561.071**

Aerial Image - 2318 W. Market St



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve Bills and Payroll in the Amount of $6,188,187.23, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $6,188,187.23 (Payroll total $2,821,525.57, Accounts Payable total $3,366,661.66).

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
11/18/2022	$ 2,257,394.97	$ 559,915.15	$ 2,817,310.12
11/8/22-11/9/22	$ 3,915.85	$ 299.60	$ 4,215.45
Off Cycle Adjustments			
		PAYROLL TOTAL	**$ 2,821,525.57**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/28/2022	AP General	$ 3,139,399.71
	AP JMScott	
11/28/2022	AP Comm Devel	$ 66,938.27
11/28/2022	AP IHDA	$ 83,603.00
11/28/2022	AP Library	$ 76,720.68
	AP MFT	
	Out of Cycle	
	AP Bank Transfers	
	AP TOTAL	**$ 3,366,661.66**

PCARDS

Date Range	
PCARD TOTAL	**$0.00**

GRAND TOTAL	**$ 6,188,187.23**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve Appointments and a Re-appointment to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments and Re-appointment be approved.

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

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

BACKGROUND: The Mayor of the City of Bloomington asks your concurrence in the appointments and re-appointment of:

Public Safety and Community Relations Board: Amira Harris-Bommarito to the Public Safety and Community Relations Board as a youth member appointee. Amira's appointment is effective 11-28-22, with an expiration date of 11-28-23. The application is on file in the Administration Office.

Transportation Commission: Lauren Pruter to the Transportation Commission. Lauren's appointment is effective immediately, with an expiration date of 4-30-23. The application is on file in the Administration Office.

Zoning Board of Appeals: Tim Foley to the Zoning Board of Appeals. Tim's appointment is effective immediately, with an expiration date of 4-30-23. The application is on file in the Administration Office.

McLean County Regional Planning Commission: Ron Lesser to the McLean County Regional Planning Commission. Ron's re-appointment is effective 1-1-23, with an expiration date of 12-31-26. The application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 1B PSCRB Roster
ADM 1C Transportation Roster
ADM 1D Zoning Board of Appeals Roster
ADM 1E MCRPC Roster

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Board Member	Rachel	McFarland	4/30/2023	10/11/2021	2021
Active	Board Member	William	Bennett	4/30/2024	4/12/2021	2017
Active	Board Member	Surena	Fish	4/30/2024	4/12/2021	2017
Active	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017
Active	Board Member	Jeffery	Woodard	4/30/2025	4/25/2022	2017
Inactive	Board Member	Brigitte	Black	4/30/2023	8/10/2020	2020
Vacant	Board Member			4/30/2023		
Active	Chair	Ashley	Farmer	4/30/2023	2/22/2021	2021
Active	Staff	Michael	Hurt			
Active	Youth Member	Kimberly	Howard	7/11/2023	7/11/2022	2022
Vacant	Youth Member					

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Transportation Commission	Commissioner	John	Corey	4/30/2023	4/27/2020	2019
Active	Transportation Commission	Commissioner	Edward	Breitweiser	4/30/2025	8/22/2022	2019
Active	Transportation Commission	Commissioner	Elicssha	Sanders	4/30/2023	4/27/2020	2020
Active	Transportation Commission	Commissioner	Terry	Berk	4/30/2024	7/11/2022	2022
Vacant	Transportation Commission	Commissioner (disabled or serve disabled member)			4/30/2024		
Vacant	Transportation Commission	Commissioner			4/30/2023		
Active	Transportation Commission	Staff	Phil	Allyn			

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2024	3/22/2021	2018
Active	Zoning Board of Appeals	Board Member	Tyler	Noonan	4/30/2023	4/30/2020	2019
Active	Zoning Board of Appeals	Chair	Michael	Straza	4/30/2023	4/13/2020	2020
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2023	4/13/2020	2017
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2025	5/23/2022	2020
Active	Zoning Board of Appeals	Board Member	Zachary	Zwaga	4/30/2025	7/11/2022	2022
Vacant	Zoning Board of Appeals	Board Member			4/30/2023		
Active	Zoning Board of Appeals	Staff	Alissa	Pemberton			

Active	COB Rep	Jennifer	Langley	12/31/2024	1/10/2022	2021
Active	COB Rep	Ron	Lesser	12/31/2022	4/11/2022	2022

CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp. in the Amount of $485,138.58, utilizing the Sourcewell Joint Purchasing Contract #081419-SHI, exp. 10/30/2023, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase 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: A good portion of the City of Bloomington's Storage Infrastructure is in need of replacement. Several of our existing storage arrays have reached and surpassed their end-of-life, and we continue to struggle to get support for these devices. Failure to execute a replacement for these devices increases the risk for the City to experience a business interruption, and/or even a loss of data.

Contribution to Business Strategy

- Replacement of our aging infrastructure was identified in the Information Technology Strategy Plan approved by Council in 2021.
- Upgrading our storage infrastructure will allow the City to maintain day-to-day business and enable execution of various business initiatives and strategies such as "Smart Cities".
- The implementation of new storage infrastructure will enable the City to continue with other infrastructure upgrades, specifically physical and virtual server environments.
- Providing the City with a solid storage base will help further the City's Data Governance Strategy ensuring the right data is kept for the right amount of time and in the right place.
- Eliminating existing bottlenecks will help alleviate issues the City is currently experiencing when backing up critical data during designated backup windows.
- Upgrading the City's storage infrastructure will help address situations of data latency, that result in delayed system responses.

Considerations

- Upgrade existing storage devices to meet existing and increasing demands.
- Purchase traditional (HDD) storage hardware to enhance existing storage infrastructure.
- Purchase Solid State Drives (SDD) storage hardware to enhance existing storage infrastructure.

- Utilize a hybrid purchase/ data tiering strategy that would utilize a mix of HDD, SDD, and Cloud (Storage as a Service) technologies.
- Utilize a Cloud (Storage as a Service) model that would utilize a 3rd party to support all (or parts) of our storage infrastructure.
- Stay on our current storage hardware until we are forced to replace it.

Recommendation

Staff recommend the purchase of Solid State Drive (SDD) technology to use as our primary storage solution. Once in place, data from aged storage devices will be migrated to the new storage arrays in order of importance/criticality. Legacy equipment can continue to be utilized for non-critical, data at rest until the equipment has reached its end of life. In addition, various solutions (Munis/OpenGov) will be migrated to the Cloud (Storage as a Service), decreasing the amount of long-term storage.

A data migration timeline will be established to ensure risk is minimized to the City's most critical data. Data Governance will work with business areas to identify City data and help to ensure it's being retained in accordance with state and federal policies.

In parallel, IT will work with business departments to identify data that is no longer needed and has already been approved for disposal or that can be submitted for disposal with the State. This effort will help the City to better utilize its storage and decrease the amount of data kept unnecessarily.

Benefits and Expected Return on Investment

- Ensures a more stable storage infrastructure for the City's daily business and expanded initiatives.
- Allows the City to move toward a newer technology that better aligns with the direction that the industry seems to be heading.
- Allows the City to continue to utilize existing infrastructure with the expectation to migrate to the newer technology as older hardware reaches its end-of-life and becomes unsupportable.
- Supports the City's current initiatives of moving parts of the business into a Cloud solution (Tyler/Munis).
- Vendor options allow the City a flexible "buy as you go" option as other strategies (Data Governance, Storage as a Service) are executed.
- Newer technologies offer more energy and floor/rack space efficiencies.
- Reduced risk of losing critical data or facing extended downtime due to aging infrastructure.
- High-speed disk will improve response time; thus, productivity of the end-user will increase significantly.
- Reduction in power consumption = lower TCO
- Reduction in rack space in the data center = lower TCO
- The introduction of upgraded storage infrastructure is necessary in executing our IT Strategy and will allow the City to move forward with other hardware upgrades (virtual and physical servers) that require the newer storage to be in place.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The three-year agreement's total cost is broken down into annual payments of:

- Calendar 2022 (FY 2023)- $252,272.08
- Calendar 2023 (FY 2024) - $116,433.25
- Calendar 2024 (FY 2025) - $116,433.25

Funds are included in the FY 2023 Budget under the Information Technology-Capital Outlay Office & Computer Equipment Account (10011610-72120). Stakeholders can locate this in the FY 2023 Budget Book titled “Budget Overview & General Fund” on page 165 and the Budget Book titled "Other Funds & Capital Improvement" on page 96. If approved, the Information Technology Department will include the FY 2024 and FY 2025 commitments in the future respective year budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

ATTACHMENTS:
IT 1B Contract SHI Sourcewell
IT 1C Quote SHI

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Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

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to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

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new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

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conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

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9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

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the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

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certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

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Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By [redacted]

Title: Director of Operations & Procurement/CPO

Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

By [redacted]

Aimee Ballenger

Title: Public Program Manager

Date: 11/12/2019 | 8:35 AM CST

Approved:

By [redacted]

Chad Coauette

Title: Executive Director/CEO

Date: 11/11/2019 | 11:12 AM CST

Pricing Proposal
Quotation #: 22722304
Created On: Nov-04-2022
Valid Until: Nov-30-2022

IL City of Bloomington

Megan Horath
Phone: (309) 434-2598
Fax:
Email: mhorath@cityblm.org

Inside Account Manager

Bobby Celentano
290 Davidson Ave
Somerset, NJ 08873
Phone: 888-591-3400
Fax: 877-289-6088
Email: TeamSHI@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Evergreen//Flex Hardware: FlashArray X50R3-FC-90TB-45/45-EMEZZ Pure Storage - Part#: EFX-FA-X50R3-FC-90TB-45/45-EMEZZ Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$42,537.92	$42,537.92
2	Pure FlashArray installation (Includedwith FLEX Option) Pure Storage - Part#: PS-FLASHARRAYINSTALL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$0.00	$0.00
3	Evergreen//Flex X50R3 Reserve Rate (per TiB/month)* Pure Storage - Part#: EFX-X50R3-Gold-PRMReserve Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	61	$2,514.51	$153,385.11
4	Evergreen//Flex X50R3 OnDemand Rate (per TiB/month)** Pure Storage - Part#: EFX-X50R3-Gold-PRMOnDemand Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$0.00	$0.00
5	Evergreen//Flex Hardware: FlashArray C60R3-FC-395TB-247/148-EMEZZ Pure Storage - Part#: EFX-FA-C60R3-FC-395TB-247/148 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$95,731.45	$95,731.45
6	Pure FlashArray installation (Includedwith FLEX Option) Pure Storage - Part#: PS-FLASHARRAYINSTALL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$0.00	$0.00
7	Evergreen//Flex C60R3 Reserve Rate (per TiB/month)* Pure Storage - Part#: EFX-C60R3-Gold-PRMReserve Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	222	$871.55	$193,484.10
8	Evergreen//Flex C60R3 OnDemand Rate (per TiB/month)** Pure Storage - Part#: EFX-C60R3-Gold-PRMOnDemand Contract Name: Sourcewell- Technology Catalog Solutions	1	$0.00	$0.00

Total	$485,138.58

Additional Comments

Year 1 Price $252,272.08
Year 2 Price $116,433.25
Year 3 Price $116,433.25

Returns available via Pure Love Your Storage guarantee

The following EULA applies to all Pure Storage products on this quote:

https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/pdf/en/legal/pure-enduser-agreement.pdf

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Farnsworth Group, Inc., for Design and Construction Document Preparation for Roof Top Unit Replacement and Enhancement at Grossinger Motors Arena (RFQ #2022-03), in the amount of $173,100, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Arena has two primary Roof Top Units (RTUs) that provide heating, cooling, and dehumidification for the Arena. Both units are original and are showing excessive corrosion and deterioration. In addition, both units have been repaired numerous times during their 14 years of service, and both units use R-22 refrigerant, which can no longer be purchased. This extensive repair history, combined with the R-22 refrigerant issue, provides few options, and staff recommend replacing the units.

In April 2022, Farnsworth Group completed an evaluation of the existing equipment and prepared the Arena RTU Replacement report (attached) which included recommended equipment replacement options and other related enhancements. In addition, they completed an evaluation of the dehumidification equipment in the adjacent Bloomington Ice Center. Recommendations for proposed improvements are also included in the report.

As part of the evaluation, Farnsworth Group investigated multiple enhancements and options that could increase the building operational efficiency and reduce energy usage. The additional cost for the enhancements is minimal, and staff recommend including them in the final design. However, the additional cost for the optional items is high, and staff does not recommend including them in the final design. The submitted proposal includes the final design and construction document preparation for the replacement rooftop units and enhancements but not the optional items.

Through the Request for Qualifications (RFQ) 2022-03, Farnsworth Group was selected as the most qualified firm to provide architectural and engineering services specific to this project. Vendor selection for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $173,100 will be awarded for this design. Funding is included in the FY 2023 Budget under City Arena-Architectural & Engineering Services for Capital account (57107110-70051). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 189, 227, 352, 353 and 354.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. (Provide quality public infrastructure within the City to protect public health, safety and the environment); Objective UEW-1.1. (Maintain the existing City operated infrastructure in good condition).

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
PW 2B Agreement_Arena RTU Replacement and Enhancements
PW 2C Arena RTU Replacement & Dehumidification Report

CITY OF BLOOMINGTON AGREEMENT WITH
FARNSWORTH GROUP, INC.
FOR
Arena RTU Replacement and Enhancements

THIS AGREEMENT, dated this ___ day of November, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Farnsworth Group, 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:
RFQ #2022-03 Arena RTU Replacements & Enhancements (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:

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

___ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in 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:

_X_ 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 thee DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement much comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 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:

Farnsworth Group
Attn: Robert Kohlhase
200 West College Ave.
Suite 301
Normal IL 61761

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:

_X_ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.

___ From _____ year(s) from the date of this Agreement listed above.

___ By the date state in the PROCUREMENT DOCUMENTS or no later than _____.

___ This Agreement shall also be subject to the following renewal terms, if any: _____

_____

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [redacted]
Its Principal

[redacted]

By: _____
Its President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Proposal to City of Bloomington ("Client") to provide engineering design services for the Arena RTU Replacement and Enhancements project located in Bloomington, Illinois. We have prepared this Project Services Proposal to match the scope of the work as we understand it, identified as follows:

PROJECT OVERVIEW /

Our understanding of the project is based on the following documents and communications:

- Digital correspondence received September 8, 2022

We received direction from City Administration regarding the Arena HVAC upgrade. We are moving forward with "In-Kind" replacement only. No dehumidification will be added to the Arena system and no redundancy will be added to the Ice Center system. Improvements will include replacing the existing systems with new, more efficient, durable, longer lasting units that are appropriately sized. We also want to address the following issues with the current systems.

1. Arena RTU supply and return duct penetrations through the building wall are leaking. Ducts, flashing and sealant should be replaced entirely.

2. Arena units should be capable of handling an Ice Motor Sport Event during the winter season.

3. Flues for the water heaters and boilers are not insulated, which allows condensate to form and leak into the building. Investigate and spec a solution.

4. Arena GEF1 duct penetration through the building wall is leaking. Duct, flashing and sealant should be replaced entirely.

5. GEF1 blower fan can't be greased. Issue should be resolved with this project.

6. Ice Center RTU/Dehumidification system appears to be causing leakage in the Arena restaurant. Needs to be addressed with project.

7. Roof replacement below and around new units for both Arena and Ice Center shall be done with project. If curbing is used for units, roof membrane with drainage shall be installed below units. Want unballasted roof.

8. Repair of drywall, ceiling grid, conduit, fire alarm systems, etc. caused by prior leakage shall be addressed with this project.

- Pre-proposal meeting conducted onsite September 21, 2022.
- Bloomington Arena HVAC Assessment dated April 14, 2022.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included Mechanical, Electrical, Structural, and Architectural engineering design services, as well as necessary interface with the Client and review agencies. The scope of work includes the services generally described as follows:

General Services

o Meet with stakeholders from the City of Bloomington to confirm goals prior to design then again to review 50% and 100% design documents prior to bidding
o Field documentation of existing conditions impacting design solutions
o Creation of construction drawings and specifications signed by professionals licensed to practice in the State of Illinois
o Host and distribute bidding documents via Farnsworth Group website
o Attendance at pre-bid meeting
o Response to contractor inquiries during bidding and authoring addenda if required

o Attendance at bid opening.
o Review of contractor product and material submittals
o Participation in bi-weekly construction meetings
o Author bi-weekly construction progress reports
o Perform project "punch" at substantial completion

Architectural Services

o Use existing "as-built" information, including CAD files and original construction documents, in PDF format, develop Revit model of existing conditions. Model shall be limited to the existing building envelope and interior conditions of the suite level between grid line 1 and 4 and any other area(s) required to document the improvements for this project.
o Evaluate existing RTU supply and return duct penetration through the exterior wall which are noted to be leaking. Provide flashing details to properly seal duct penetrations at exterior wall.
o Evaluate existing GEF1 duct penetration through the exterior wall which is noted to be leaking. Provide flashing details to properly seal duct penetration at exterior wall.
o Replace existing roof system at the intermediate roof of the lower concourse level (located on west side of the facility) where RTUs are scheduled to be replaced. Roof system and proper drainage shall be provided below new RTU units. New roof system shall be an unballasted, fully adhered membrane roof system.
o Repair/replace drywall and ceiling systems damaged by prior leakage/condensation at duct penetrations. Areas of repair shall include the ceiling on soffit areas on the west side of the arena, above the suite level of the arena.

Structural Services

o Coordinate existing drawings with locations and criteria for proposed new RTUs
o Analysis of existing roof framing for new RTU loads and design of structural reinforcement as required
o Design of approximately 10 square feet of new decking for an equipment maintenance platform at GEF-1 including fall protection
o Analysis of existing framing for support of new maintenance platform

Mechanical Services

o Confirm HVAC equipment heating/cooling/dehumidification capacities identified in the assessment report
o Identify and employ viable strategies offering reduction of energy consumption, reduced maintenance, and/or increased controllability
o Work directly with manufacturers of custom air-handling equipment to configure and specify machines that closely match physical properties of existing RTU-1 and RTU-2 thus minimizing impact upon the current structure to the greatest extent possible. The replacement air-handling units will be selected to address known deficiencies such as:
- Longevity durability (materials of construction)
- Heating capacity (inadequate to meet demands of ice motor sports event)
- Ventilation air quantity
- Energy recovery if physically possible
- Outdoor air quantity equal to GEF-1 exhaust air quantity
- Design of replacement rooftop air-handling unit RTU-5 serving the Bloomington Ice

Center. Unit to be equipped with the following features at minimum:
- Desiccant dehumidification wheel
- DX (refrigerant) cooling
- Natural gas heat (reactivation air)
- Outdoor ventilation air

Design will address the lack of occupant fresh air and strive to incorporate existing exhaust fan(s) into the sequence of operation.
o Work directly with Technical Solutions and Services Inc. (TSS) to determine required modifications to existing control strategies and author revised sequence of operation including interface with smoke evacuation system
o Design of exterior ductwork distribution from proposed HVAC rooftop equipment. Replacement ductwork may extend to the interior of the building if required to eliminate known condensation issues. Special attention will be given to the materials and weatherproofing strategy applied to outdoor ductwork.
o Design solution to eliminate condensation experienced on the exterior of existing boiler breeching routed through the arena bowl. Solutions to be investigated include, but are not limited to, insulating the stacks or relocation.
o Design solution to eliminate condensation associated with RTU-5 distribution. This may include duct insulation or relocation of supply air ductwork
o Insulate ductwork passing through boiler room to eliminate condensation
o Removal of abandoned rooftop smoke supply fans SSF-5 and SSF-6 and associated rooftop ductwork modifications

Electrical Services

o Design of power modifications required to properly serve new HVAC equipment
o Identification of electrical devices requiring relocation or replacement to allow repairs of interior finishes identified within architectural scope of work
o Design of power modifications addressing known deficiencies with existing power distribution as identified within the February 2020 ARC Flash Risk Assessment

DELIVERABLES

The scope of work includes the deliverables generally described as follows:
1. 50% complete construction documents in PDF format for review and comment by City of Bloomington stakeholders.
2. 100% complete construction documents in PDF format for review and comment by City of Bloomington stakeholders.
3. Final construction documents appropriate for bidding and construction signed and sealed by professional licensed to practice in the State of Illinois.

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be Tim Gilles

DESIGN TEAM

The Design Team selected for this project includes the following members:

Principal:	Bob Kohlhase	**Farnsworth Group, Inc.**
Project Manager/Mechanical:	Tim Gilles	**Farnsworth Group, Inc.**
Electrical:	Tracy Aranico	**Farnsworth Group, Inc.**
Structural:	Marc Chiles	**Farnsworth Group, Inc.**
Architectural:	Gregg Kiesewetter	**Farnsworth Group, Inc.**

PROJECT TIMELINE /

We estimate the described scope of work could take as many as 16 weeks to complete and are happy to negotiate a schedule for completion which is mutually agreeable.

ASSUMPTIONS AND CLARIFICATIONS /

The following activities are not included in this proposal.

A. General

1. Exhaustive measurement of existing building conditions required to create documents reflecting accurate "as-built" conditions.

2. Design activities beyond the listed scope of services.
3. Energy modeling.
4. Life cycle cost analysis on equipment not included.

B. Structural

1. New RTUs will be located at existing RTU locations.
2. The platform will be accessed from the adjacent platform and no new ladders, stairs, etc. are required.

C. Electrical

1. Modeling to determine breaker trip settings and arc flash analysis is not included but available upon request as a separate proposal.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by Client in order to allow Farnsworth to complete the scope of services outlined above.

- Designate a representative (or team of representatives) to attend meeting(s), discuss goals, assist in the decision-making process, and provide access to the building.
- Airflow capacity of existing GEF-1 exhaust fan.

EXHIBIT B
PAYMENT TERMS

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of **$173,100 (One Hundred Seventy-Three Thousand One Hundred dollars)**.

Farnsworth GROUP

PHASE 1 - ASSESSMENT

Bloomington Arena RTU Replacement and Dehumidification

April 14, 2022

200 West College Avenue, Suite 301 / Normal, IL 61761
o / 309.663.8436

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Project Contacts

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200 W. College Ave, Suite 301
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309.663.8436
tgilles@f-w.com

FGI Mechanical Engineer:
Dustin Rhoades, PE
Farnsworth Group
200 W. College Ave, Suite 301
Normal, IL 61761
309.663.8436
drhoades@f-w.com

Executive Summary

The City of Bloomington engaged Farnsworth Group to assess current Heating, Ventilating, and Air Conditioning (HVAC) equipment and strategies pertaining to the Bloomington Arena Bowl and Bloomington Ice Center. A meeting with City of Bloomington facilities staff was conducted on-site to identify project goals and share known deficiencies with the present HVAC systems. The meeting was immediately followed by a tour of the facility to observe first-hand the equipment and challenges associated with replacement.

Farnsworth Group evaluated a number of viable strategies to achieve the City's stated objectives and developed recommendations along with opinion of probable construction cost pertaining to those recommendations.

In addition, Farnsworth Group retained Henderson Engineers to undertake a peer review of our findings and recommendations. Henderson Engineers based in Lenexa, Kansas, have significant experience in the design of HVAC systems serving large scale venues such as convention centers, stadiums, and in particular Ice Arenas.

The recommended course of action for the arena bowl and Bloomington Ice Center are as follows:

Bloomington Area Bowl

- "Direct replacement" of rooftop air-handlers RTU-1 and RTU-2 with new machines of robust construction employing sustainable energy technologies and heating/cooling capacities appropriate to meet the varied occupancies of the space.
- Installation of desiccant dehumidification units decoupled from their associated rooftop air handling unit.
- Construction of a structural equipment platform atop the Ice Center allowing installation of dehumidification units and associated air-cooled condensing units.
- Opinion of Probable Construction Cost: $6,870,942

Bloomington Ice Center

- Replace RTU-5 with a new desiccant dehumidification unit equipped with a pre-cool, final cooling coil, and associated air-cooled condensing units.
- Install a redundant dehumidification unit equal to the primary system.
- Install new ductwork within the Ice Center to allow operation of either dehumidification unit through a common distribution ductwork arrangement.
- Opinion of Probable Construction Cost: $1,241,810

If a strategy focusing on replacement with "like kind" equipment employing only minimal enhancements to comply with current code is pursued, opinion of construction costs translate to approximately $4,311,429 relating to the Arena Bowl and $668,094 at the Ice Center.

Basis of Evaluation

This assessment of the Bloomington Arena HVAC systems serving both the arena bowl and Bloomington Ice Center focuses on identifying viable strategies for replacement and enhancement of those systems. City of Bloomington representatives have stated objectives relating to HVAC systems upgrades which include minimum equipment life expectancy of 25 years, correcting known deficiencies associated with the operation and maintenance of present equipment, and improved energy performance.

The Bloomington Arena and attached Ice Center fall under jurisdiction of the City of Bloomington adopted building codes International Mechanical Code (IMC) 2018, and Illinois Energy Conservation Code (IECC) 2018. Note the State of Illinois is currently reviewing the 2021 edition of the International Energy Conservation Code and it is likely that code will be in effect at the time this work is undertaken.

A meeting to discuss operational, maintenance, and performance concerns was conducted onsite July 29, 2021. The meeting included a tour of the facility and first-hand observation of the current HVAC installations.

Deficiencies identified beyond excessive wear in relation to rooftop units RTU-1 and RTU-2 which serve the arena bowl are as follows:

- The steel checker plate flooring material within the access vestibule of each unit have significantly deteriorated and present a hazard to maintenance staff
- The physical location of the outdoor air intake louver allows water vapor from the evaporative condenser to be drawn into the unit
- Heating capacity is insufficient to properly condition the quantity of outdoor air required during motor sport events

This assessment focuses primarily on the arena bowl and Ice Center HVAC strategy and equipment.

The City of Bloomington provided Farnsworth Group with architectural, structural, mechanical, and electrical drawings from which the facility was constructed in 2005. Engineered Air, the manufacturer of the packaged rooftop HVAC units serving the arena bowl, provided Farnsworth Group with copies of the original air handling equipment submittals. These documents have been reviewed in depth.

The Arena Bowl heating and cooling demands applied to “none-ice events” were calculated employing maximum human occupancy as stated in the original architectural construction documents (7,000) and International Mechanical Code 2018 ventilation rates. Heating, cooling, and dehumidification demands during an ice event are based on 60° F, 35% RH indoor environment with a maximum occupant load of 5,600 people.

The Ice Center Heating, cooling, and dehumidification demands have been calculated based on 60° F, 35% RH indoor environment with an average occupant load of 25 people.

Current Arena Bowl HVAC System

The arena bowl is host to a variety of events including conventions, home shows, concerts, hockey, and motor sports. The HVAC systems serving this area must be configured in such a manner that they can properly respond to the environmental needs of any such activity.

At present the arena bowl is conditioned by two (2) custom air-handling units marked RTU-1 and RTU-2, located on the west roof of the facility. These machines are original to the construction of the facility and approximately 16 years of age.

Each rooftop unit is equipped with the following features and capacities:

- 16-gauge galvanized sheet metal cabinet with 2" insulation
- 22-gauge solid sheet metal interior cabinet liner
- 14-gauge black iron checker plate cabinet floor
- Enamel finish on cabinet exterior
- Hinged cabinet access doors with lever handles
- Stainless steel drain pan at DX cooling coil
- Galvanized steel drain pan serving entire floor section
- Low leakage construction
- Drainable intake and relief air louvers with 1" bird screens
- Evaporative condenser section with 304 stainless steel sump
- Evaporative condenser tube bundle
- Condenser water pump and piping
- Heated and ventilated access vestibule
- Rain gutter and downspout
- Three (3) electrical power circuits
    - 460/3/60 at 281.0 Amps. 350 Amps maximum overcurrent protection
    - 460/3/60 at 250.4 Amps. 300 Amps maximum overcurrent protection
    - 115/1/30 at 13.0 Amps. 15 Amps maximum overcurrent protection
- Unit mounted non-fused electrical disconnects
- 30%-35% efficient pleated prefilters, 90%-95% efficient cartridge final filters
- 2,187 MBH output natural gas modulating burner and stainless steel heat exchanger
- 2,965.5 MBH (247 ton), 6-stage, DX cooling employing R-22 refrigerant
- Fully modulating economizer cycle
- Demand control ventilation (outdoor air quantity modulates to satisfy actual occupant load based on carbon dioxide levels within the space)
- Physical dimensions: 525" long (43'-9") x 176" wide (14'-8") x 120" tall (10-0").
- 52,000 pounds (26 tons) shipping weight

Conditioned air is distributed from each rooftop air-handling unit to the area bowl via double wall exposed spiral ductwork routed through the steel truss space above the area bowl spectator seating.

Return air is drawn from the arena back to the rooftop air-handling units by means of return air grilles located high in the west wall above the restaurant.

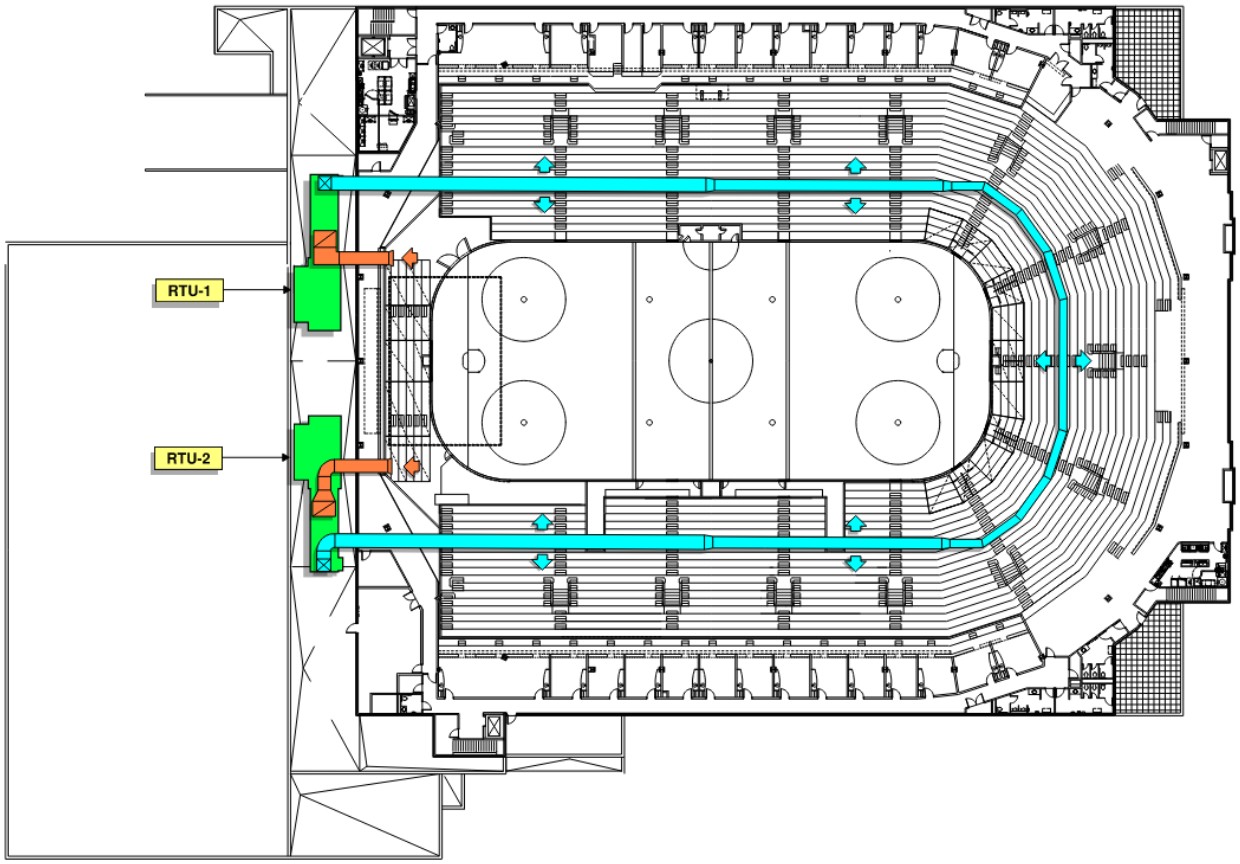


Figure 1 - Existing RTU-1 and RTU-2 Configuration

The following sequences of operation have been provided by Technical Solutions and Services Inc. (TSS) who currently hold a maintenance control contract with the City of Bloomington and are responsible for the operational programming of this equipment.

Bloomington Coliseum
BOWL SEQUENCES OF OPERATION

ROOF TOP AIR HANDLING UNIT (RTU-1 and RTU-2) – serving Bowl

System Description: These RTUs have gas heat, DX cooling, mixed air economizer, dehumidification and condition the space in the bowl.

The air handling unit consists of:

Supply Fan
DX Cooling (6 Stages)
Gas Heat Modulation
Mixed Air Dampers

Interlocking

The DX cooling, gas heat and mixed air dampers are locked out of operation unless the supply fan is proven to be running.

Occupied/Unoccupied Operation

The units can be put into two different modes of occupied operation, a weekly schedule or an event schedule.

Occupied:

Weekly Schedule: If the weekly schedule associated with these units is currently in occupied mode the units will enter occupied operation and control to the active set point during the time periods set up in the schedule.

Event Schedule: In addition, if one of the event modes has been scheduled the units will go into occupied mode prior to the event start time based on the pre-start time on the associated event settings screen. For example, if the event is scheduled for 5:00PM and the pre start time is 2 hours the units will start at 3:00PM. The units will then run until the event plus any post stop time has expired. For example, if the event is scheduled to end at 10:00PM and the post stop time is 1 hour the units will continue to operate until 11:00PM.

Unoccupied:

If neither of the two modes above are active the units will be in an unoccupied standby mode. During this mode the units will be off. One unit will be the lead unit and the other the lag unit, the lead unit has settings that must be exceeded in order for the unit to start. The lag unit will only start if the lag enable set points which are 2 Deg F greater span than the lead set points.

For example, if the high set point is 70 Deg F and the average space temperature exceeds 70 Deg F, the lead unit will start and run with cooling until the space falls below this enable point minus the deadband (currently 2 Deg F adjustable), so it will run until the space average falls to 68 Deg F. In addition, if the low set point is 60 Deg F and the average space temperature falls below 60 Deg F, the lead unit will start and run with heating until the space rises above this enable point plus the deadband (currently 2 Deg F adjustable), so it will run until the space average rises to 62 Deg F.

The same operation happens with the lag unit expect that if the lead unit is called to run at 60 Deg F and 70 Deg F the lag unit will not run until the average space falls or rises two additional degrees (adjustable) outside that range. Which means based on the above settings the lag unit would start and condition the space if the average space temperature fell to 58 Deg F or rose to 72 Deg F (adjustable).

Unit Operation:

Both units operation is automatic and activated through the BAS. A software command allows the operator to manually override the unit from the BAS per the above occupied/unoccupied sequences.

When an RTU is commanded to start by the BAS, the following sequence occurs:

RTU supply fans start and run. Once the supply fans are proven operational the control sequence is allowed to function.

When an RTU is commanded to stop by the BAS, the following sequence occurs:

RTU supply fans stop. Once the supply fans stop the heating and cooling are disabled. The mixed air dampers are returned to their normal positions (outside closed, return open).

Fan Failure Detection:

If an RTU supply fan command failure occurs, as detected by current switch an alarm is annunciated at the BAS. A command failure happens whenever the supply fan status does not match the supply fan command. So a fan not starting when called for by the BAS will generate an alarm and also a fan running when the BAS command is off will generate an alarm.

Unit Temperature Control:

General:

Average space air temperature is controlled through the BAS with temperature sensors located in the bowl.

Heating Discharge Air Temperature Control – Normal Operation:

The heating modulates to maintain discharge air temperature at set point via the discharge air temperature sensor downstream of the heating coil.

As discharge air temperature decreases, heating modulates upwards to maintain coil discharge air temperature at set point. The reverse occurs as discharge air temperature increases.

The heating discharge air temperature set point is reset to maintain RHU discharge air temperature as required to condition the space subject to the reset schedule shown on the graphic.

Heat is locked out from operating whenever the unit is in summer mode, or when the supply fans are not proven to be running. The summer/winter changeover set point and current mode of operation are displayed and the set point is adjustable from the graphics.

Mechanical Cooling Temperature Control:

Average space air temperature is controlled through the BAS with temperature sensors located in the bowl.

The cooling DX stages are brought on in a staged sequence to cool the space as measured by the space temperature average. These stages are subject to minimum on and off times to prevent short cycling in addition they are subjected to a low discharge temperature control sequence that will prevent the discharge temperature leaving the unit from becoming too cold. As space temperature falls towards set point the stages are dropped subject to the above minimum times.

Cooling is locked out from operating whenever the unit is in winter mode, or when the supply fans are not proven to be running. The summer/winter changeover set point and current mode of operation are displayed and the set point is adjustable from the graphics.

Economizer (Free) Cooling Temperature Control:

Average space air temperature is controlled through the BAS with temperature sensors located in the bowl.

When the outside air enthalpy (calculated using dry bulb temperature and humidity) is lower than average return air enthalpy (calculated using dry bulb temperature and humidity). The units are allowed to enter economizer (free cooling) mode. In this mode the units are allowed to use the dampers to bring in fresh air for cooling.

The damper control is subject to a low discharge air temperature safety that will override the space temperature cooling call to keep the discharge air temperature from falling below the safety set point. Whichever control signal wants the dampers the most closed is in control of the damper position.

The dampers are not allowed to go below the minimum position setting when the unit is in operation.

CO2 Control:

The space CO2 is monitored and if the sensed value exceeds the space CO2 set point the dampers are opened to provide additional fresh air to the space. The unit stays in this operating mode until the sensed space CO2 falls below the set point minus the dead band.

This mode of operation is not subject to the same low discharge limits as the cooling operation and will override the dampers until CO2 is brought within an acceptable range.

Safeties:

The units are subject to the fire and smoke system and a call from the fire alarm system will override any BAS control functions.

Monitor and Alarm:

Each alarm is recorded in the alarm event log. Each alarm requires an operator acknowledgment at the BAS.

Each alarm will automatically return to normal when status and command conditions match. The return to normal status is recorded in the alarm event log. No operator acknowledgment is required on the return to normal.

GEF-1 – Bowl Exhaust

Exhaust Fan GEF-1 serves the bowl and has several different modes and sequences based on the operation of other equipment serving the bowl and the sensed conditions within the bowl.

Manual Operation:

When the GEF is set to manual mode from the graphic the following two automatic modes will be disabled and the fan and damper will operate based on the selected manual speed switch. When a switch is turned on in this mode the damper will open and a time delay will need to expire prior to the fan being allowed to start. Once the damper is open the fan will run at the manual speed selected.

CO and CO2 Operation:

When the GEF is set to automatic operation from graphic the exhaust fan will be allowed to operate when the CO or CO2 rises above the allowable set point. Once this happens the damper will open and the exhaust fan speed will be ramped up per a reset schedule as needed based upon the CO or CO2 sensed value, the higher the sensed value the faster the fan will run. The CO and CO2 reset schedules are displayed and adjustable from the graphic.

Building Pressure Operation:

When the GEF is set to automatic operation from graphic the exhaust fan will be allowed to operate if either RTU-1 and/or RTU-2 is running and the running unit(s) are in free cooling mode. Additionally, the building pressure will need to rise above the allowable set point. Once this happens the damper will begin to open to relieve the building pressure to maintain the building pressure set point. If the damper opens fully and the building pressure is still above set point the exhaust fan will start and the speed will be adjusted to maintain building pressure set point.

Motor Event Mode

When the system is operating in a “Motor Event Mode” RTU-1 and RTU-2 are started prior to the event and operate for normal heating and cooling as defined above they continue to run after the event is over as described above using the pre-event and post-event time delays.

Initially RTU-1 and RTU-2 outside air dampers operate under normal control and subject to normal minimum position settings. Once CO and/or CO2 operation is called for per GEF-1 sequence above GEF-1 is started and the fan speed is ramped linearly as defined by the CO or CO2 reset schedule based on whichever is calling for the most exhaust. As the GEF fan speed reaches 75% (adjustable) the outside air dampers on RTU-1 and RTU-2 are indexed to 100% open and remain that way until the CO and/or CO2 levels return to a normal range and GEF-1 is speed running below 50% (adjustable).

Proposed Arena Bowl HVAC Enhancements

Farnsworth Group investigated several strategies regarding replacement/enhancement of the HVAC system currently conditioning the arena bowl (RTU-1 and RTU-2). These include refurbishing the existing equipment in place, replacement of the rooftop air-handling units with new machines employing hot water heating coils and chilled water cooling coils in lieu of the gas-fired heat and refrigerant cooling currently in use, and lastly "direct replacement" with new machines employing a similar heating and cooling strategy to that currently in use, however an approach representing significant enhancements in regards to environmental control, energy performance, and longevity.

Since construction of the Bloomington Coliseum in 2006, the State of Illinois has adopted and enforced all current editions of the International Energy Conservation Code (IECC) beginning in 2009. At present the state enforces the 2018 IECC though it is anticipated the 2021 edition will be adopted late 2022. Energy conservation measures defined and required by the 2018 IECC have been considered when developing strategies which replace the existing rooftop units. These include, but are not limited to, 100% economizer operation (free-cooling), energy recovery as applied to ventilation air requirements, and demand control ventilation (DCV).

Refurbishing the existing rooftop air handling units requires a number of components be replaced or repaired in order to address concerns surrounding the present equipment. The units cooling systems utilize R-22 refrigerant for the purpose of air-conditioning. Production and importation of R-22 refrigerant to the United States has been banned since January of 2010. For this reason, the entire refrigeration circuit within each machine will require replacement to equipment employing a more environmentally friendly refrigerant such as R-410A. The gas-fired heating systems will also require upgrade to address the known lack of capacity when the systems move to 100% outdoor air during events of heavy occupancy or a motor sport event. And lastly are the issues surrounding deterioration of the air-handling unit cabinets and internal surfaces. In the end, the costs associated with refurbishing the air-handling units approaches that of replacing with new thus this approach is not deemed a viable long-term solution for the City of Bloomington.

A conversion from natural gas heat and refrigerant cooling to a hydronic medium requires a number of new components be added to facility. In addition to new rooftop air handling units, the system will require an air-cooled chiller(s) totaling 500-ton capacity, gas-fired boilers totaling 11,250 MBH capacity, primary and secondary pumps on both heating and cooling water distribution loops, and additional control interfacing/programming. Challenges and costs abound with strategy. Roof mounted air-cooled chillers will require additional structural support, and a buffer tank will be required to achieve roughly 6 gallons per ton total system volume. The chillers would be in close proximity to the air handling units thus at 500 tons capacity, a tank of approximately 2,500 gallons is in order. A logical location to house new gas-fired condensing boilers indoors is not readily available short of replacing the current Raypak boilers in the upper level mechanical room. Both heating hot water and chilled water loops require a glycol solution to prevent freezing of the distribution lines and air-handling unit coils. A significant length of both heating hot water and chilled water distribution piping will be routed outdoors and both heating and cooling coils within the air-handling unit require protection due to the large volume of outdoor air introduced during arena bowl peak occupancies. Our efforts reveal the cost difference

between replacement hydronic air-handling units and machines employing gas heat and refrigerant cooling is minimal (5%). Costs associated with the additional HVAC equipment described reflects a significant expense beyond the air-handling equipment and therefore has not been deemed a viable, cost-effective, long-term solution for the City of Bloomington.

Farnsworth Group feels the prudent course of action is "direct replacement" of RTU-1 and RTU-2 with new machines addressing known deficiencies while incorporating both technological and energy conservation enhancements.

The replacement rooftop air-handling units would at minimum, include the following characteristics and capacities:

- Low leakage double wall insulated cabinet with pitched roof minimum ¼" per foot
- Premium exterior cabinet finish
- Illuminated interior cabinet
- Minimum 30" access space between coils for maintenance
- Stainless steel liner all interior surfaces including floor
- Hinged access doors with locking lever handles
- Drainable intake and relief air louvers
- Low leakage intake and relief air motorized dampers
- Fully modulating economizer operation
- Variable speed drives on all supply and return fan motors
- Demand control ventilation
- Energy recovery via either heat pipe recovery coils or energy recovery wheel
- 50,000 CFM supply air
- 3,483 MBH cooling at 100% outdoor air (does not account for energy recovery)
- 5,616 MBH heating at 100% outdoor air (does not account for energy recovery)
- 460/3 phase power
- Field installed controls by TSS

The west roof of the arena is densely populated by various HVAC equipment. Physical properties of the replacement units must be carefully considered so as not to impeded maintenance activities, be a detriment to adjacent HVAC equipment, or significantly impact the current structural loading capacity of the building.

Outdoor air-handling units of this capacity and construction are not considered "cataloged" machines and are typically custom fabricated. To that end Farnsworth Group reached out to several vendors of custom air-handling equipment. These vendors all have a vested interest in Central Illinois and working relationship with the Farnsworth Group. Those vendors are as follows:

- AMPCO Air Management Products — Bloomington, IL
- BTU Company — Westmont, IL
- Engineered Air — Willowbrook, IL
- Imbert International — Niles, IL
- Midwest Applied Solutions — Hillside, IL
- GV Zintel Associates — Northbrook, IL

Each vendor was provided a document describing physical properties (dimensions and weight) of the existing equipment to be replaced, minimum characteristics described prior, and a diagram depicting conceptual arrangement of air-handler components.

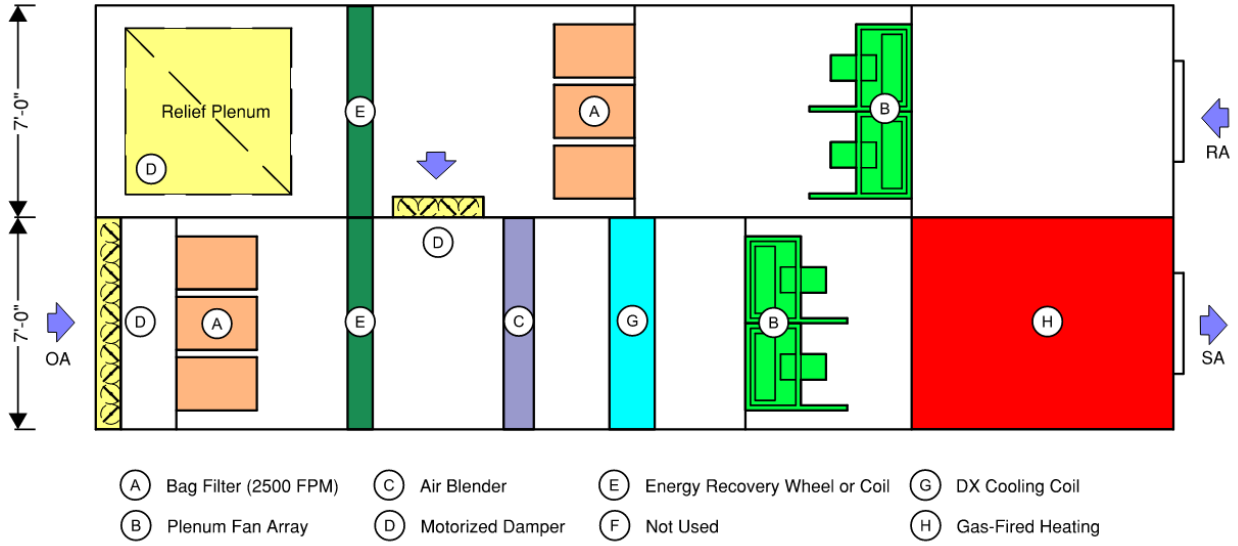


Figure 2- Conceptual Rooftop Air-handling Unit Configuration

Each vendor was asked to confirm their ability to provide equipment of the stated construction and capacity along with budget pricing. All confirmed they can indeed meet the requirements though the physical properties and method of accomplishment vary. Some provide the cooling system condenser integral to the unit while others require a remote air-cooled unit(s) as an example. Only one vendor offered an air-handling unit of concerning physical dimensions.

Dehumidification associated with an ice venue is of course a crucial component of the replacement and enhancement strategy as ventilation air, humans, and ice slab all contribute moisture to the interior environment. Farnsworth Group assessed decoupling the dehumidification cycle from the general conditioning provided by the arena bowl rooftop air-handling units (RTU-1 and RTU-2). Doing so allows the equipment to be operated only when required. "Standalone" dehumidification equipment also offers opportunity to employ a desiccant dehumidification wheel which can effectively extract moisture even at very low temperatures associated with the ventilation outdoor air.

Outdoor air for the purpose of ventilation represents the single greatest heating, cooling, and dehumidification load within the arena bowl during a capacity ice event. Current codes and standards dictate a total of 50,000 CFM outdoor air be supplied to the arena bowl during "full house" events. Discharge air from the dehumidification unit is far too warm to introduce directly into the arena bowl due to heat gain from the natural gas burner reactivating the internal desiccant wheel. Our prosed strategy introduces that warm, dry airstream from the dehumidification unit directly to the inlet of the associated primary air-handling (RTU-1 or RTU-2). The cooling cycle of the primary air-handling unit will then cool the airstream to a temperature appropriate for maintaining design conditions (60 degrees/30% RH consistent with National Hockey League standards).

Such an installation will require two (2) standalone dehumidification units each coupled with a primary arena bowl air handling unit (RTU-1 or RTU-2).

The proposed rooftop dehumidification units (DH-1 and DH-2) would at minimum, include the following characteristics and capacities:

- Low leakage insulated cabinet
- Illuminated interior cabinet
- Access space between coils for maintenance
- Smooth interior surfaces including floor
- Hinged access doors with locking lever handles
- Drainable intake louver
- Low leakage intake and discharge air motorized dampers
- Fully modulating intake motorized damper
- Demand control ventilation (control signal from primary air handling unit)
- Desiccant dehumidification wheel
- Natural gas direct fired reactivation heater
- 25,000 CFM supply air
- Variable speed supply fan and desiccant wheel motors
- 1,308 MBH refrigerant cooling coil at 100% outdoor air (109 tons)
- MERV-8 filter bank
- 460/3 phase power
- Field installed controls by TSS
- 110-ton remote air-cooled condensing unit (CU-1 and CU-2)

Our investigation focused on dehumidification units equipped with a desiccant wheel, natural gas burner desiccant wheel reactivation, DX pre-cooling coil, and remote air-cooled condensing unit. However, the physical dimensions of equipment configured in this manner proves too large for the current roof space available.

To allow installation of proposed dehumidification equipment, Farnsworth group assessed construction of a structural platform spanning east to west atop the current ice center. This platform would be constructed of structural steel elements and be of adequate proportions to also house proposed air-handling equipment serving the ice center.

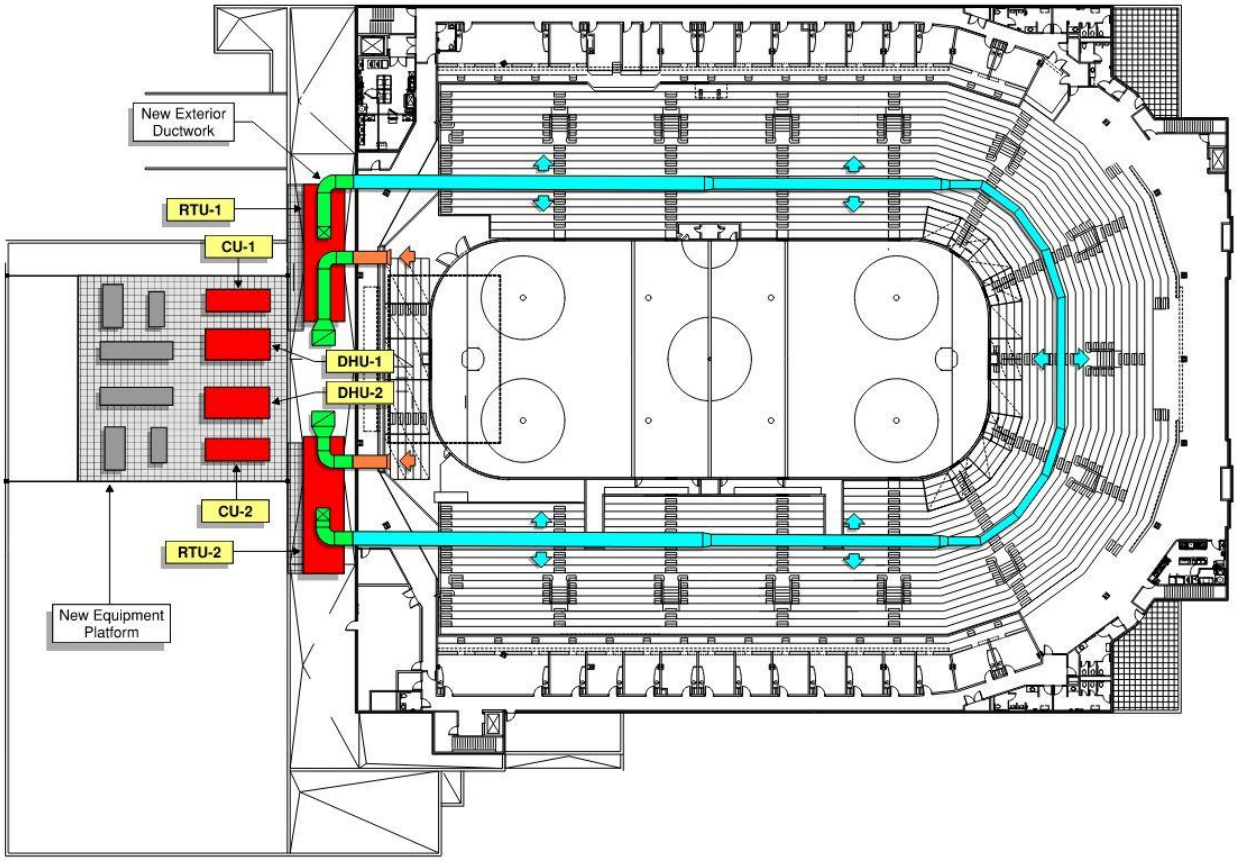


Figure 3- Proposed RTU-1 and RTU-2 Replacement Strategy

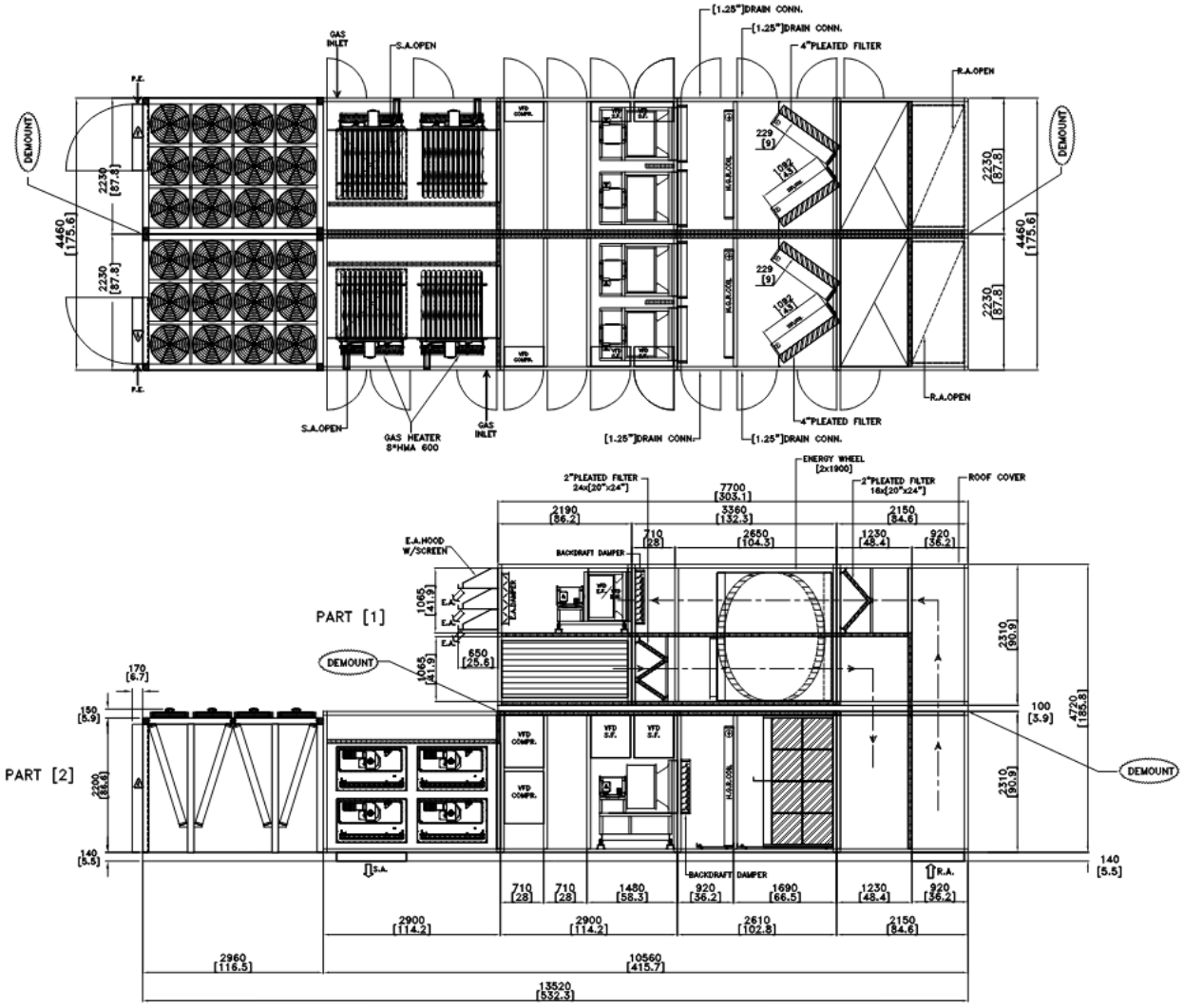


Figure 4 - Custom RTU arrangement provided by vendor

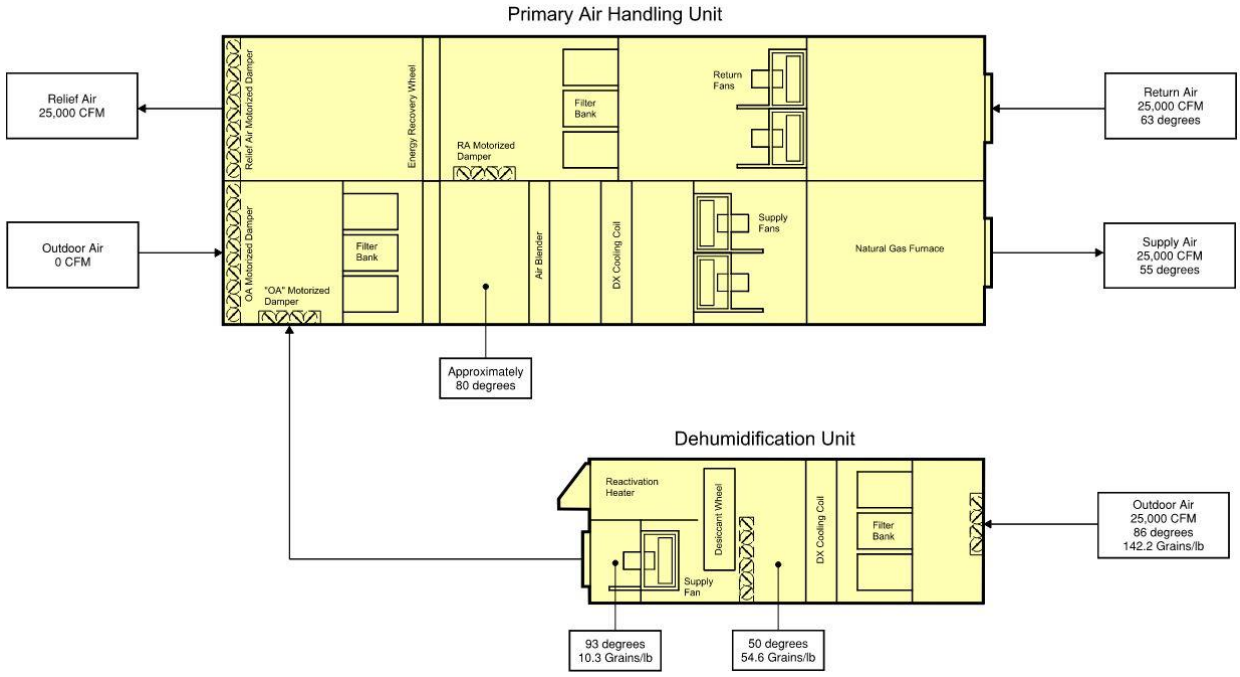


Figure 5 – Dehumidification coupled with primary air-handling Unit (ice event)

Probable Arena Bowl Construction Costs

The following Opinion of Probable Construction Cost is based on budgetary pricing from manufacturers, RS Means cost data, and recent experience with similar applications. **At the time of this report material costs are highly volatile due to both labor and transportation shortages resulting from the COVID-19 pandemic and negative world events.**

Vendor pricing applicable to the custom rooftop air-handling units (RTU-1 and RTU-2) varied. All however exceeded $1 million. For the purpose of this cost opinion, the highest quote has been included as it represents a true packaged system.

Item	Description	Unit	Qty	Unit Cost	Subtotal	
	Demolition					
1	Demolish existing rooftop unit	Each	2.0	$7,175	$14,350	
2	Demolish exterior ductwork	Hour	48.0	$75	$3,600	
3	Disconnect electrical feed to rooftop unit	Hour	8.0	$77	$616	
4	Demolish roof curb	Each	2.0	$1,000	$2,000	
5	Disconnect existing HVAC unit controls	Hour	8.0	$77	$616	
6	Demolish makeup water line serving rooftop unit	Hour	16.0	$93	$1,488	
7	Crane rental	Day	2.0	$3,880	$7,760	
8	Capture R-22 refrigerant	Lb	1000.0	$17	$16,500	
9	Disconnect natural gas piping	Hour	8.0	$93	$744	
10	Insulate and repair roof structure below demolished rooftop HVAC units	Each	2.0	$3,250	$6,500	
	New Work					
11	250 ton gas-fired custom rooftop unit (RTU)	Each	2.0	$1,303,800	$2,607,600	
12	Exterior pre-insulated phenolic ductwork	Lump	1.0	$27,750	$27,750	Enhancement
13	Electrical connections	Lump	1.0	$98,000	$98,000	
14	Natural gas piping connection	Each	2.0	$2,500	$5,000	
15	Flash roof curbs into roofing system	Each	2.0	$2,500	$5,000	Enhancement
16	25K CFM Dehumidification Unit	Each	2.0	$533,045	$1,066,090	Option
17	Dehumidifcation condensing unit (109 tons)	Each	2.0	$152,900	$305,800	Option
18	Structural equipment platform	Lump	1.0	$1,000,000	$1,000,000	Option
19	Field installed DDC controls/programming	Lump	1.0	$60,100	$60,100	
20	Crane rental	Day	14.0	$3,880	$54,320	
21	Commission rooftop unit	Each	4.0	$1,500	$6,000	
22	Test, adjust, and balance airflow	Each	2.0	$1,825	$3,650	
	Summary					
23	Subtotal				$5,293,484	$2,921,594
24	General Conditions OH&P (10%)				$529,348	$292,159
25	Contingency (18%)				$1,048,110	$578,475
	Cost Opinion Total				**$6,870,942**	

Cost Opinion Total without Optional Items $3,792,228

Current Ice Center HVAC System

The Bloomington Ice Center is served by RTU-5. This packaged rooftop unit delivers 5,000 CFM to the space and is equipped with a natural gas burner for desiccant wheel regeneration, exhaust blower, supply blower, and desiccant dehumidification wheel. This machine does not however introduce outdoor air for the purpose of ventilation. Fresh air to the Ice Center rink is introduced manually operated exhaust fans on the roof interlocked with intake louvers in the north wall.

Supply and return air are ducted through the roof of the area into the ice center, then routed exposed along the east wall of the ice center.

The primary concern with this system as voiced by facility staff relates to the performance and condition of the desiccant dehumidification wheel. Desiccant dehumidification wheels generally have an anticipated useful life of 15 years.

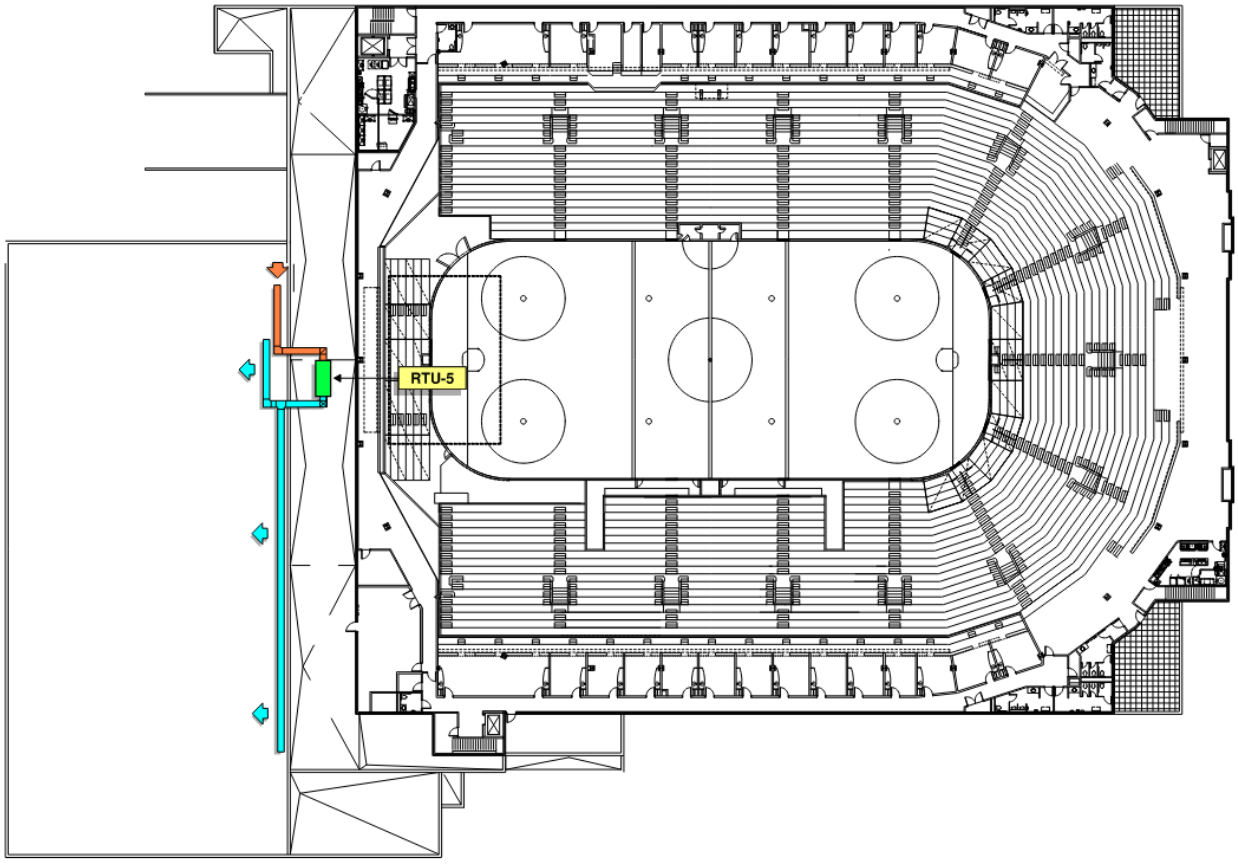


Figure 6 - Existing RTU-5 Configuration

Proposed Ice Center HVAC Enhancements

RTU-5 shows normal wear for its' age thus replacement of the desiccant dehumidification wheel and recommissioning of the air-handling unit could be a valid strategy were it not for the machine's inability to provide conditioned ventilation air at rate sufficient to meet or exceed code dictated quantity.

Farnsworth recommends RTU-5 be replaced with a new dehumidification unit installed upon the proposed equipment platform.

The proposed rooftop dehumidification unit (RTU-5A) would at minimum, include the following characteristics and capacities:

- Low leakage insulated cabinet
- Illuminated interior cabinet
- Access space between coils for maintenance
- Smooth interior surfaces including floor
- Hinged access doors with locking lever handles
- Drainable intake louver
- Low leakage intake and discharge air motorized dampers
- Demand control ventilation
- Desiccant dehumidification wheel
- Natural gas direct fired reactivation heater
- 5,500 CFM supply air
- 564 MBH refrigerant pre-cooling coil at 100% outdoor air (47 tons)
- 300 MBH refrigerant post-cooling coil at 100% outdoor air (25 tons)
- MERV-8 filter bank
- 460/3 phase power
- Field installed controls by TSS
- 50-ton remote air-cooled condensing unit (CU-5A)
- 25-ton remote air-cooled condensing unit (CU-5AA)

Facility staff have shared their desire to provide a redundant system serving the ice center should budget allow. This is a sound strategy when considering the ice center is occupied year around and failure of the HVAC system serving this space jeopardizes, or ceases, normal operation of the facility.

If redundancy is desired, we recommend a packaged rooftop dehumidification unit of equal capacity and components to that of the proposed RTU-5A be installed on the ice center roof (RTU-5B). New supply and return air ductwork penetrating the roof from both dehumidification units would converge into a single supply or return air trunk duct. Motorized dampers in both supply and return air ducts of each machine, and interlocked with their respective RTU, would isolate the "non-operating" rooftop air-handling unit. Equalizing RTU-5A and RTU-5B "run-time" would be accomplished via programming through the Building Automation System (BAS).

During occupied hours of operation, the lead dehumidification unit will generally introduce 5,500 CFM or 100% outdoor air in order to satisfy code mandated ventilation of the Ice Center. Relieving the abundance of ventilation air can be achieved by interlocking the active dehumidification unit (RTU-5A or RTU-5B) with the existing exhaust (EF-30) currently installed on the Ice Center roof.

During unoccupied mode of the operation, the lead dehumidification unit will have the ability to recirculate air within the space via the return air ductwork thus significantly reducing the energy required to maintain desired interior environmental conditions.

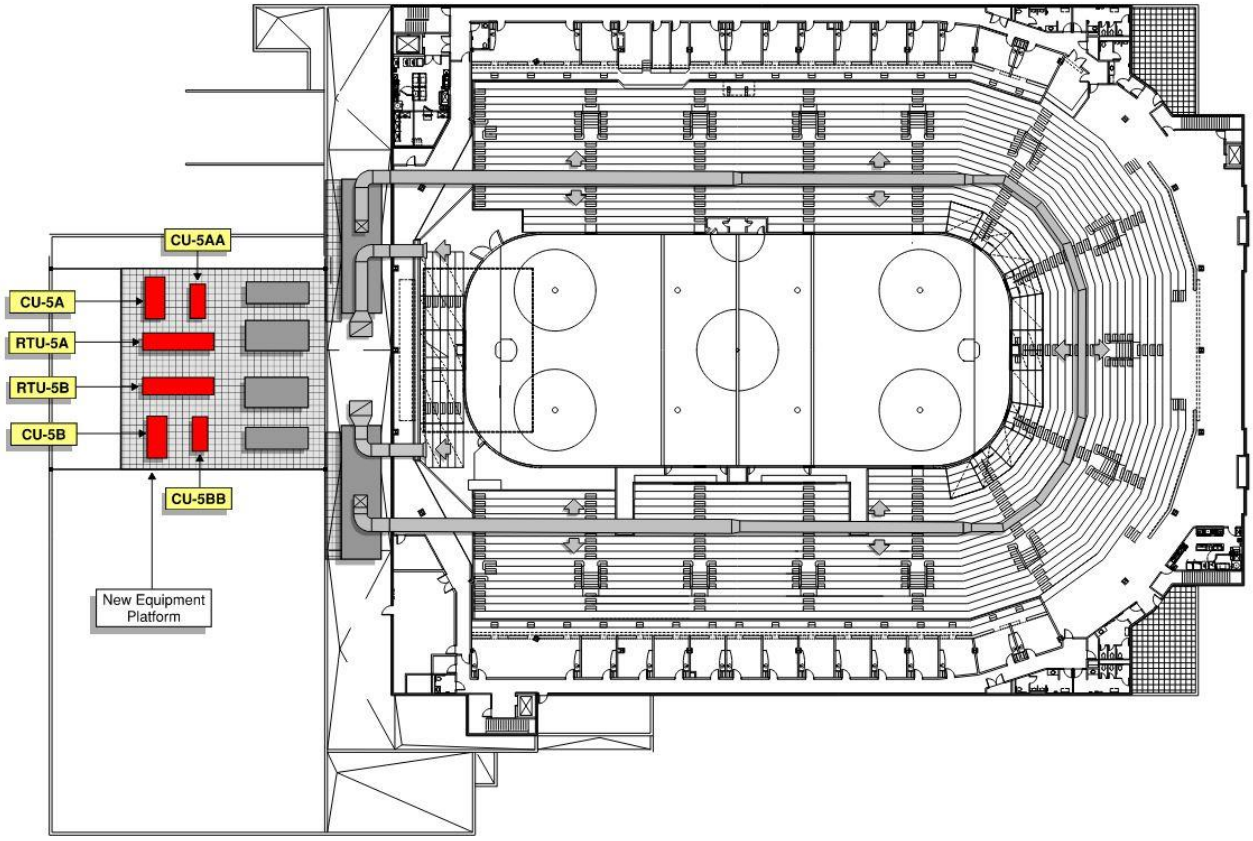


Figure 7 - Proposed RTU-5 Upgrades

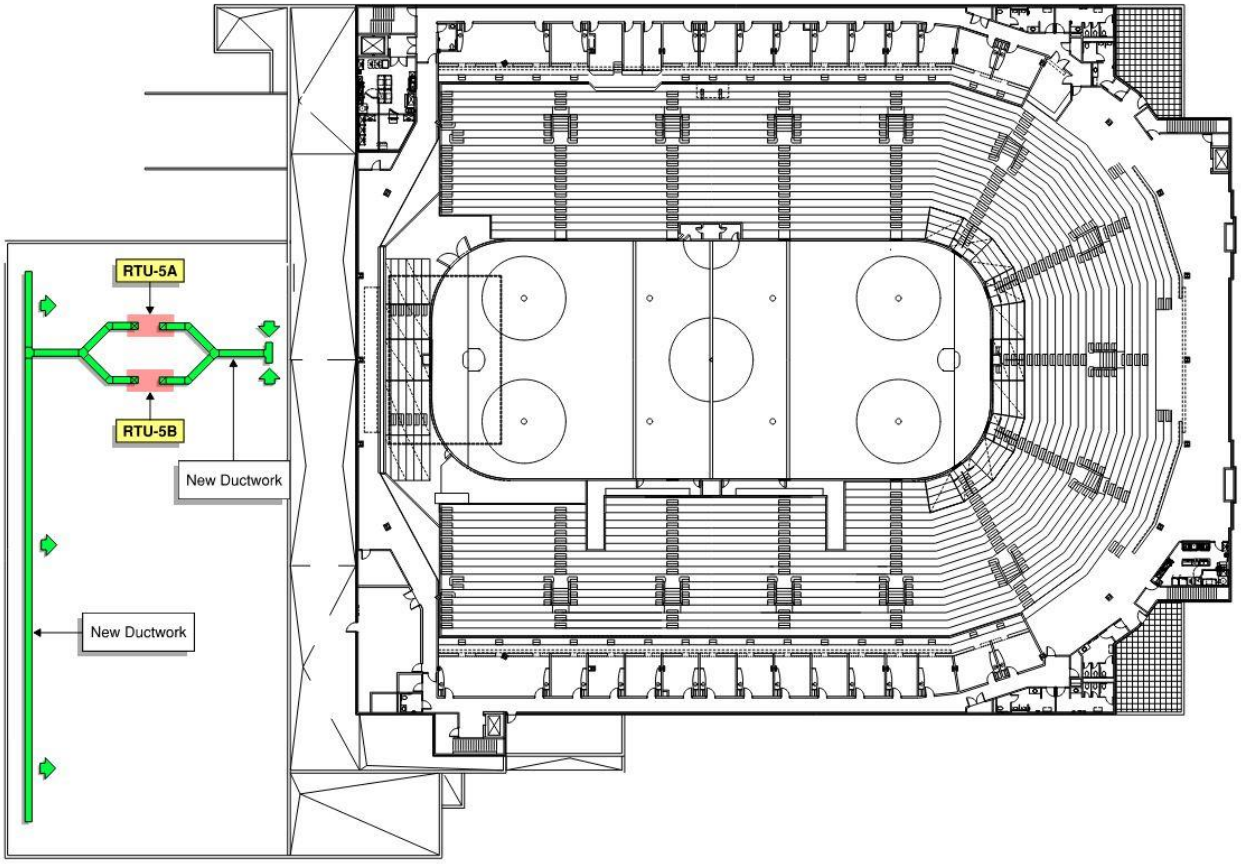


Figure 8 - New ductwork arrangement in Ice Center

Probable Ice Center HVAC Construction Costs

The following Opinion of Probable Construction Cost is based on budgetary pricing from manufacturers, RS Means cost data, and recent experience with similar applications. **At the time of this report material costs are highly volatile due to both labor and transportation shortages resulting from the COVID-19 pandemic and negative world events.**

Item	Description	Unit	Qty	Unit Cost	Subtotal	
1	Demolish existing RTU-5	Each	1.0	$3,750	$3,750	
2	5500 CFM Dehumidifcation Unit	Each	~~2.0~~ 1.0	$256,100	$512,200	$256,100
3	Dehumidifcation condensing unit (30 tons)	Each	~~2.0~~ 1.0	$61,775	$123,550	$61,775
4	Dehumidifcation condensing unit (50 tons)	Each	~~2.0~~ 1.0	$84,275	$168,550	$84,275
5	Gas connections to dehumidification units	Each	~~2.0~~ 1.0	$3,500	$7,000	$3,500
6	roof penetrations	Each	~~4.0~~ 2.0	$2,800	$11,200	$5,600
7	Interior ductwork	Lump	1.0	$8,500	$8,500	
8	motorized dampers	Each	~~4.0~~ 2.0	$500	$2,000	$1,000
9	Electrical connections	Lump	1.0	$90,000	$90,000	
10	Repair existing roof penetrations	Each	2.0	$2,500	$5,000	
11	Field installed DDC controls/programming	Lump	1.0	$11,500	$11,500	
12	Crane rental	Day	2.0	$3,880	$7,760	
13	Commission rooftop unit	Each	2.0	$1,500	$3,000	
14	Test, adjust, and balance airflow	Lump	1.0	$2,700	$2,700	
	Summary					
15	Subtotal				$956,710	$544,460
16	General Conditions OH&P (10%)				$95,671	$54,446
17	Contingency (18%)				$189,429	$107,803
	Cost Opinion Total				**$1,241,810**	

Optional - Double replacement equipment to provide reduncancy.

Cost Opinion Total without Optional Items $706,709

Electrical Impact of Proposed Equipment

The proposed mechanical system upgrades serving the Arena bowl and Ice Center will of course have an impact on the electrical service at the Bloomington Arena.

Farnsworth group reviewed available electrical "as-built" drawings in conjunction with physical observation of the switchgear installed to verify service entrance, determine connected loads, and evaluate expansion capability.

The National Electric Code allows us to design/evaluate based on the peak demand recorded over the past 12 months. However due to the COVID 19 pandemic and limited use of the facility in recent months, we requested Ameren provide us the peak demand going back over the past 3 years.

Ameren reports a peak demand on the facility of 1,206 KW, assuming a 0.8 power factor the peak KVA is calculated to be 1,507.5 KVA (KW/PF). From this the peak amperage of the facility is calculated to be 1,813.24 amps.

The facility has a main electrical service to the site of 3000 amps @ 480 volts, if the peak demand is subtracted from the service size, one is able to determine the spare capacity in the system.

The facility currently has 1,186.76 amps of spare capacity on the normal power (non-emergency) system based on this equation (3,000 amps -1,813.24 amps = 1,186.76).

The electrical requirements of the proposed HVAC system enhancements represent a net add of 1,178 amps to the normal power distribution system.

Per the electrical characteristics of the proposed mechanical equipment, the normal power distribution system is capable of accommodating the proposed upgrades with only 8.76 amps to spare. Field observation noted a number of smoke exhaust fan breakers have been "locked out" thus additional capacity may exist should these fans be proven to be abandoned.

The existing main switchboard appears to have the physical capacity to install breakers feeding new distribution equipment to accommodate the proposed mechanical equipment. However, physical space must be found to house the new distribution equipment.

The emergency system appears (from casual observation and existing documentation) to have no spare capacity. To determine if there is any, a recording ammeter must be installed and record the actual load under emergency panel. This was not done as part of this study.

Refrigeration Plant Waste Heat Recovery

Ice Centers are without question, large energy consumers by virtue of the occupancy they serve. Farnsworth Group was therefore requested to investigate viable solutions for capturing waste heat from the refrigeration plant (ice chillers). Waste heat is a valuable, "free" resource and represents significant energy savings when redirected from the refrigeration plant back into the facility.

The predominate waste heat recovery strategies employed in modern ice venues are as follows:

- Radiant heating of spectator areas, athlete's locker rooms, and similar spaces
- Domestic water heating
- Preheat Zamboni ice management water
- Zamboni snow melting pit
- Ice rink sub-floor heating

Field investigation and review of original refrigeration plant documentation in conjunction with original arena construction documents revealed two of these strategies are currently exercised within the Bloomington Arena.

Both waste heat recovery tactics in use at the Bloomington Arena represent significant consumption of refrigeration plant waste energy. Both Farnsworth Group and Henderson Engineers are of the opinion there may be little surplus of waste heat available for additional "free heat" scenarios.

Confirmation will require in-depth evaluation in conjunction with the ice plant equipment manufacturer (CIMCO).

Snow Melting Pit

In a busy arena such as the Bloomington Ice Center, the ice slab is routinely resurfaced up to 15 times a day; during which the ice surface is "shaved off" by means of a Zamboni machine and removed from the rink. Less sophisticated ice venues often dump the ice shavings outdoors where they accumulate until adequate outdoor temperatures cause them to melt.

The Bloomington Arena employs a far more efficient strategy regarding ice shavings disposal via means of an interior "Snow melting pit".

As the term suggests, a recessed pit inside the building accepts the ice shavings from the ice resurfacing equipment. The pit is equipped with drains such that as the shavings melt, the resulting water is carried away to the municipal sanitary sewer system. To accelerate the melting process, a heating coil submerged in the "snowbank" is often employed. This is the strategy in use at the Bloomington Arena.

The Bloomington Arena leverages waste energy generated by the refrigeration plant to heat a brine solution which is then circulated through the submerged snow melting coil.

Sub-floor Heating

If an ice arena operates an extended season and lacks a means of warming the sub-soil beneath the "cold floor" or ice slab, soil moisture and condensation will eventually freeze forming an ice lens. As the ice lens grows and expands, it exerts tremendous force, putting pressure against everything it encounters. Frost heaves can buckle the floor, crack concrete, and even jeopardize the stability of the entire building itself.

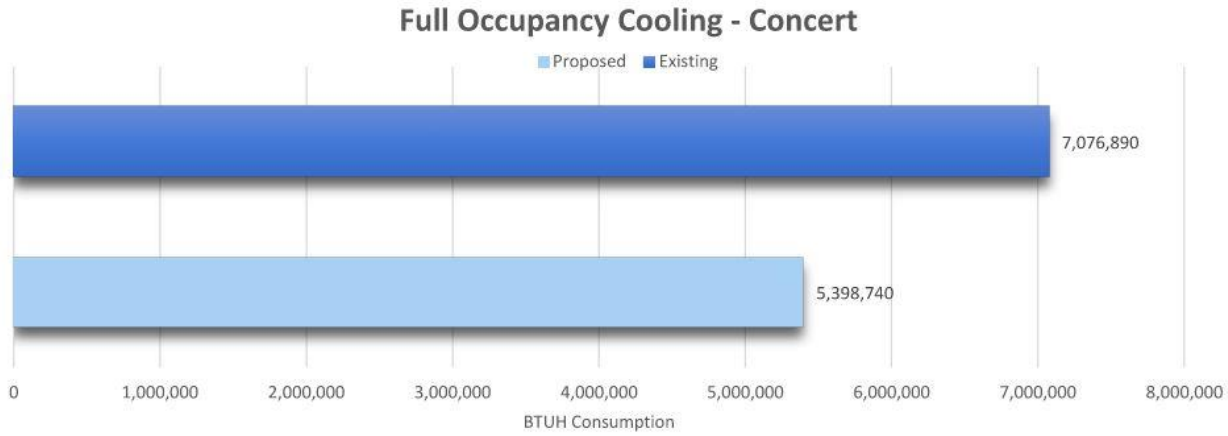
Farnsworth Group understands the ice sheet is maintained at least 60% of the year, thus a sub-floor heating system is certainly required. The heating system maintains the sub-floor at a high enough temperature (generally around 38°F) to eliminate the potential to form an ice lens below the cooling floor.

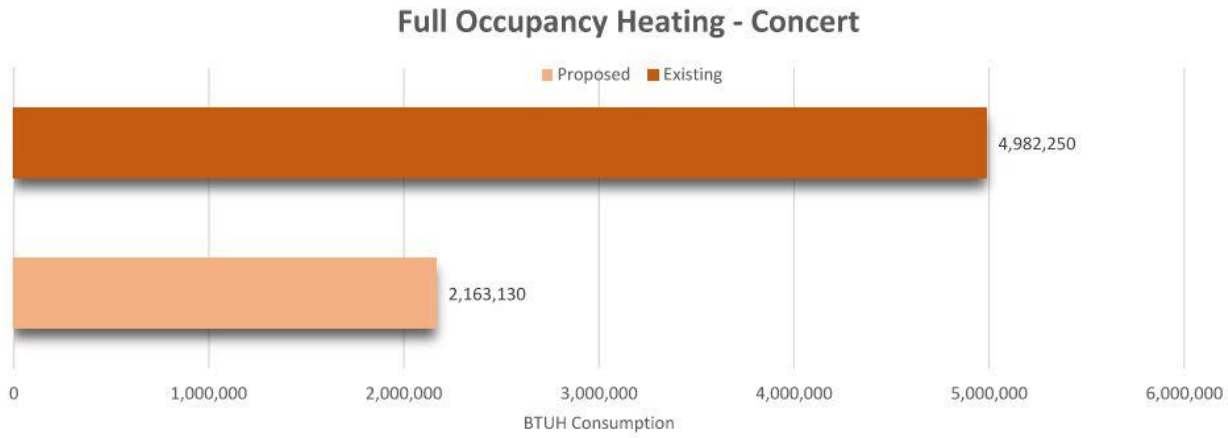
The most prevalent approach to sub-floor heating is one that harvests waste heat from the refrigeration plant as doing so is very effective and efficient to operate. Waste energy from the refrigeration plant is used to heat a brine solution which is circulated through a network of plastic piping to maintain sub-soil temperatures above freezing.

This method of sub-floor heating is in operation below both ice slabs at the Bloomington Arena.

Farnsworth Group performed a “simple” analysis comparing estimated energy consumption of the current HVAC system serving the arena bowl to that of the proposed HVAC enhancements outlined within this report during a fully occupied concert event. The comparison employs identical operating conditions for both systems including but not limited to occupant load, supply airflow, outdoor air ventilation quantity, and discharge air conditions.

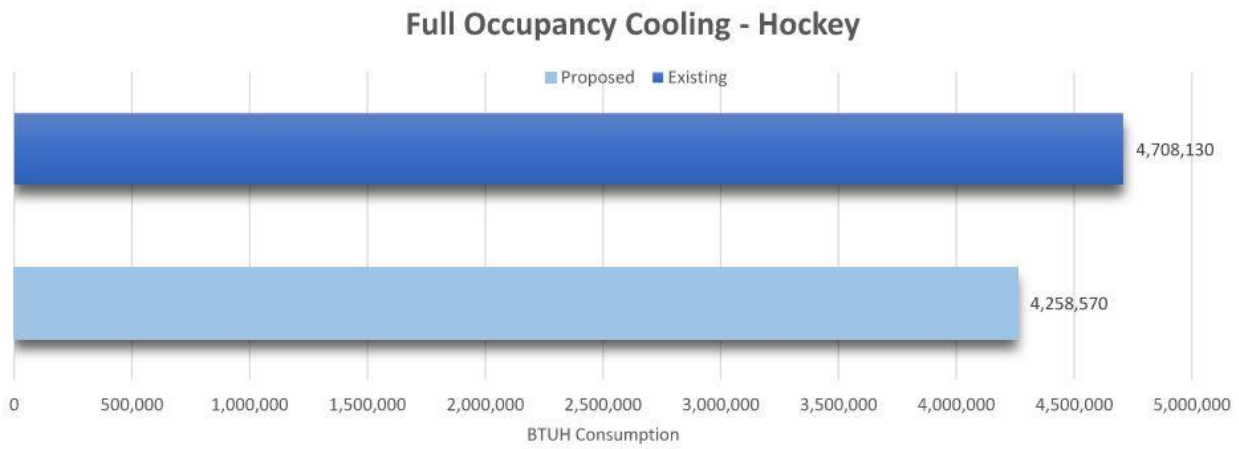
The analysis reflects a 23.7% reduction in mechanical cooling demand and a 56.6% reduction in heating (natural gas) demand.

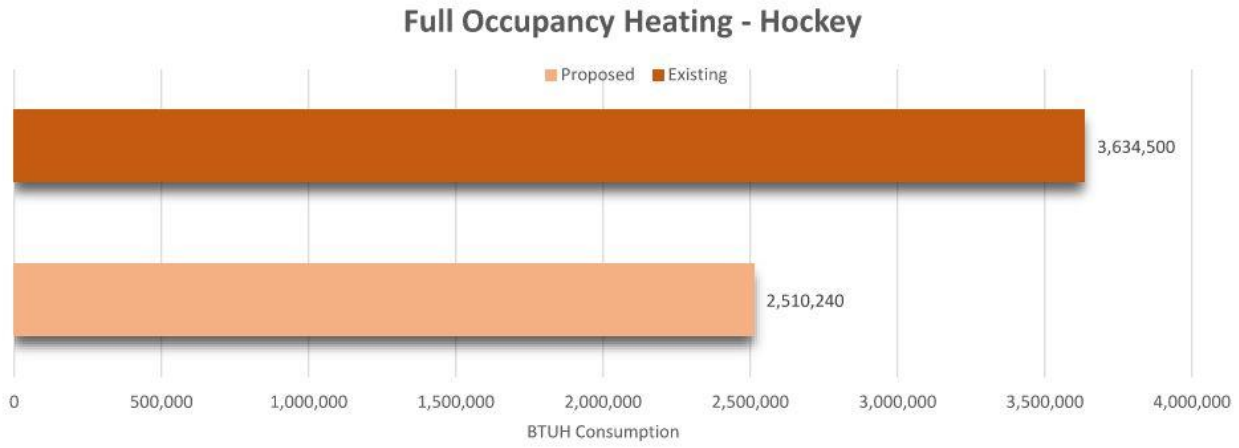




Farnsworth Group performed a “simple” analysis comparing estimated energy consumption of the current HVAC system serving the arena bowl to that of the proposed HVAC enhancements outlined within this report during a fully occupied hockey or ice event. The comparison employs identical operating conditions for both systems including but not limited to occupant load, supply airflow, outdoor air ventilation quantity, and discharge air conditions.

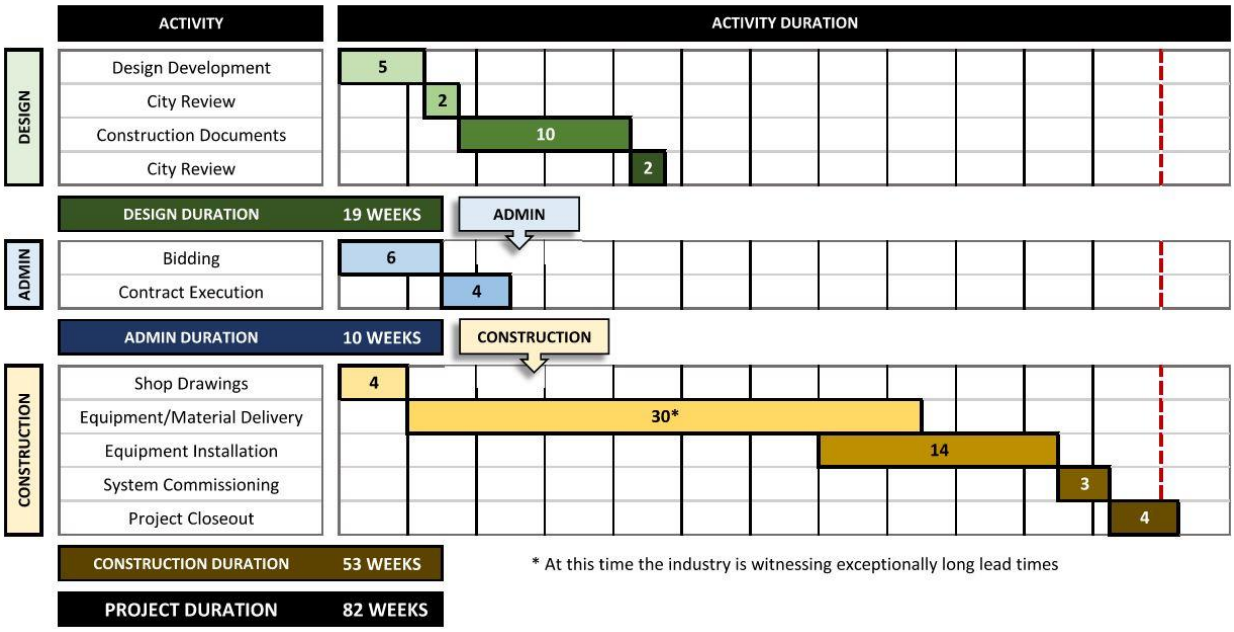
The analysis reflects a 9.5% reduction in mechanical cooling demand and a 30.9% reduction in heating (natural gas) demand.





Conceptual Project Schedule

The following is a conceptual project schedule reflecting the **unprecedented** delays in material acquisition being experienced at the time of this report.



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7 and City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving the Annexation of Land Located at 2318 W. Market Street in McLean County, Illinois, Consisting of 1.10 Acres More or Less, to the City of Bloomington, McLean County, Illinois and an Ordinance Approving a Zoning Map Amendment for Annexed Property Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less to B-1 (General Commercial) District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner seeks approval of an Annexation Petition and Zoning Map Amendment for the subject property.

Summary of Request:

- The requested zoning of the property is B-1 (General Commercial) District.
- The subject property consists of 1.10 acres of land located at 2318 W. Market Street.
- Zoning is in alignment with the City's Comprehensive Plan and the current development of this area.
- The Petitioner seeks to amend the previously approved Preliminary Plan to include this property.
- The owner has no current plans to develop the property.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the request. The Commission found the requested zoning to be in the best interest of the City and not solely for the benefit of the Petitioner. The recommendation is in alignment with Staff recommendation. For more detailed information, please see the Staff Report to the Planning Commission and the draft meeting minutes attached to the Council memo for the Resolution applicable to this annexation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Saturday, November 12, 2022. Notice of the proposed annexation (the subject of this memo) was sent via certified mail to the required governmental entities per State statute and City requirements.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment would allow for the inclusion of a new commercially zoned property within the City. This will increase the City's property tax base and potentially provide increased sales tax revenue for the City. This Annexation Petition and Zoning Map Amendment also ensure property values for the adjacent properties located within the City are maintained.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals 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: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 8B Ordinance Annexation Petition
E&CD 8C Ordinance Zoning Map Amendment
E&CD 8D Annexation Petition
E&CD 8E Annexation Plat
E&CD 8F Tax Information

ORDINANCE NO. 2022 – ____

AN ORDINANCE APPROVING THE ANNEXATION OF LAND LOCATED AT 2318 W. MARKET STREET IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 1.10 ACRES MORE OR LESS, TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, DKS Properties, Inc. (hereinafter "Owner") is the owner of record of certain real property consisting of approximately 1.10 acres, located in unincorporated McLean County, Illinois, and legally described in in Exhibit "A", attached to this Ordinance (hereinafter "Unincorporated Parcel"); and

WHEREAS, the City of Bloomington and Owner have approved an annexation agreement for said premises; and

WHEREAS, said annexation agreement included an annexation plat, illustrated in Exhibit "B", and hereinafter referred to as "Plat"; and

WHEREAS, no electors reside on the Unincorporated Parcel; and

WHEREAS, the City Council of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the state of Illinois, and that the Owner has given all notices required to be given by State Law and City Code; and

WHEREAS, Owner has filed with the City Clerk a duly executed petition for annexation that seeks annexation of the Unincorporated Parcel to the City; and

WHEREAS, Owner and the City desire to have the Unincorporated Parcel annexed to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

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 City Council hereby approves the Petition for Annexation for the property described in Exhibit "A", and hereby annexes said property into the corporate limits of the City of Bloomington and the boundary of said city is hereby changed to include said premises.

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. 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. The City Clerk is hereby directed and authorized to publish this Ordinance in

pamphlet form as provided by law.

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

PASSED this 28th day of November 2022.

APPROVED this ___ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

Legal Description

Legal Description of Subject Premises
Tract I

A part of Lot 4 of Motter Estates as per Chancery Record 15, Page 562, Case No. 1634, in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 1; thence West 2094.17 feet on the north line of said Section 1; thence South 80.48 feet on a line forming an angle of 93°-50'-43" to the right with the north line of said Section 1 to the Point of Beginning on the south right of way line of Illinois State Route 9 (F.A. 693 – Sec. 129 RW & RS); thence continuing South 140.00 feet on the prolongation of the last described course; thence Southwest 102.46 feet which course forms an angle to the left of 132°-55'-40" with the last described course; thence West 167.00 feet which course forms an angle to the left of 137°-04'-20" with the last described course; thence North 203.25 feet which course forms a 90° angle to the left with the last described course to the said south right of way line of Illinois State Route 9; thence Northeasterly 36.72 feet on said right of way line which course forms an angle to the left of 94°-11'-16" with the last described course to a point 50 feet right of Station 898+00 on the centerline of said Illinois Route 9; thence East 92.90 feet on said right of way line which course forms an angle to the left of 177°-00'-44" with the last described course to a point 50 feet right of Station 898+93.13 back – Station 898+93.23 ahead; thence East 112.50 feet on said right of way line which course forms an angle to the left of 179°-48'-00" with the last described course to the Point of Beginning, containing 1.09 acres, more or less.

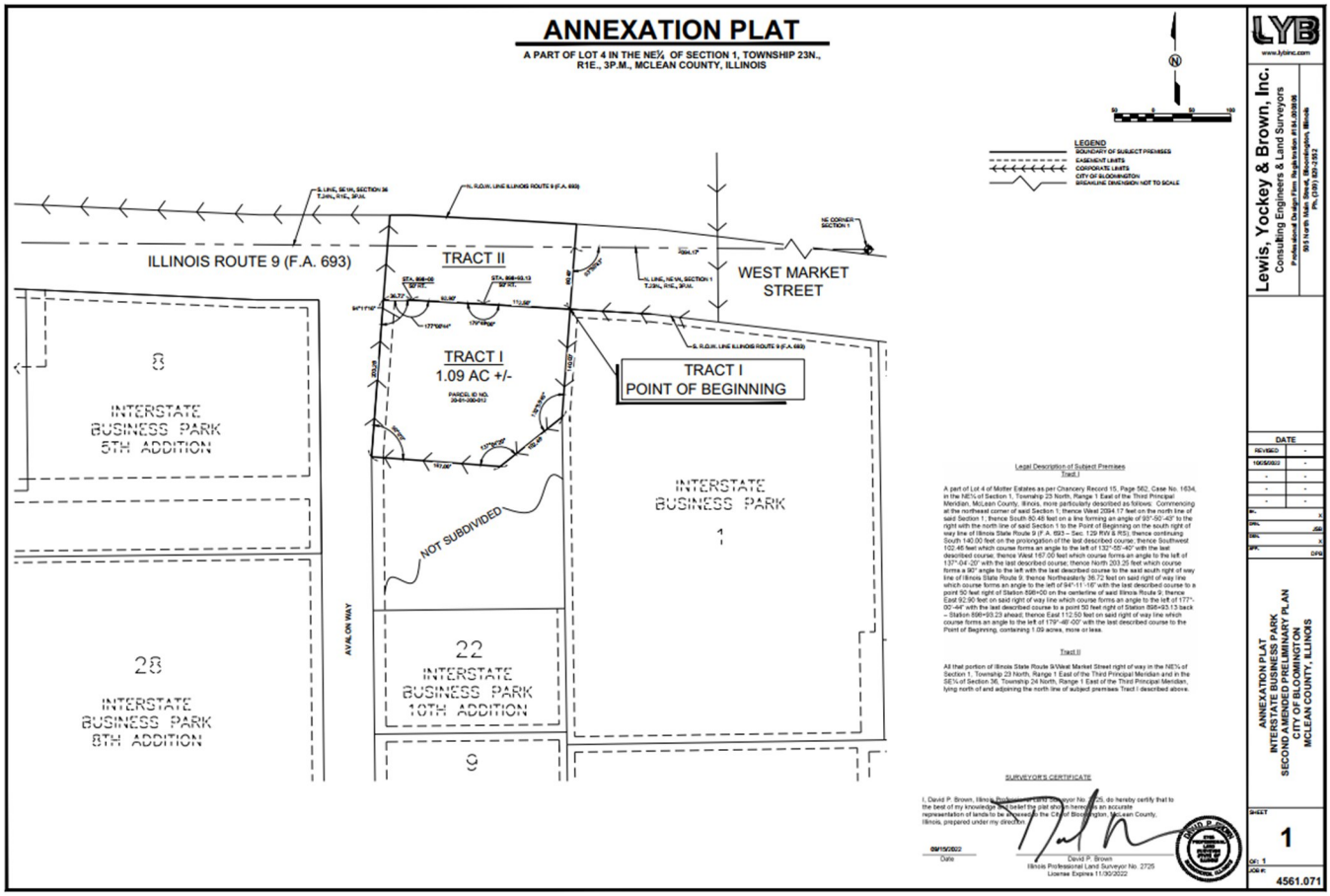
Tract II

All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.

PIN: 20-01-200-012

EXHIBIT "B"

Annexation Plat



ORDINANCE NO. 2022 – _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR ANNEXED PROPERTY LOCATED AT 2318 W. MARKET STREET IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 1.10 ACRES MORE OR LESS, TO B-1 (GENERAL COMMERCIAL) DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an Annexation Agreement between the City of Bloomington and DKS Properties Inc and a Petition for Annexation to said City and Amendment of the Official Zoning Map of said City, requesting a Zoning Map Amendment for the property located at 2318 W. Market Street legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the City Council has approved both the Annexation Agreement and Petition for Annexation of the premises; and

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

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1709; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the Annexation Agreement provides that, upon annexation of the premises to the City, said premises would be zoned as follows under Chapter 44 of the Code of the City of Bloomington, Illinois, 1960: B-1 (General Commercial) District as depicted in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance to zone said premises as heretofore agreed in the aforementioned Annexation Agreement; and

WHEREAS, said requested Zoning Map Amendment is reasonable and proper and in keeping with the intent of Chapter 44 of The Code of the City of Bloomington, Illinois, 1960.

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

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

Section 2. That the premises described in Exhibit "A", which is attached hereto and made a part hereof and incorporated herein by this reference, is hereby zoned as follows under Chapter 44 of the Code of the City of Bloomington, Illinois, 1960: B-1 (General Commercial) District.

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

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

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

Legal Description of Subject Premises
Tract I

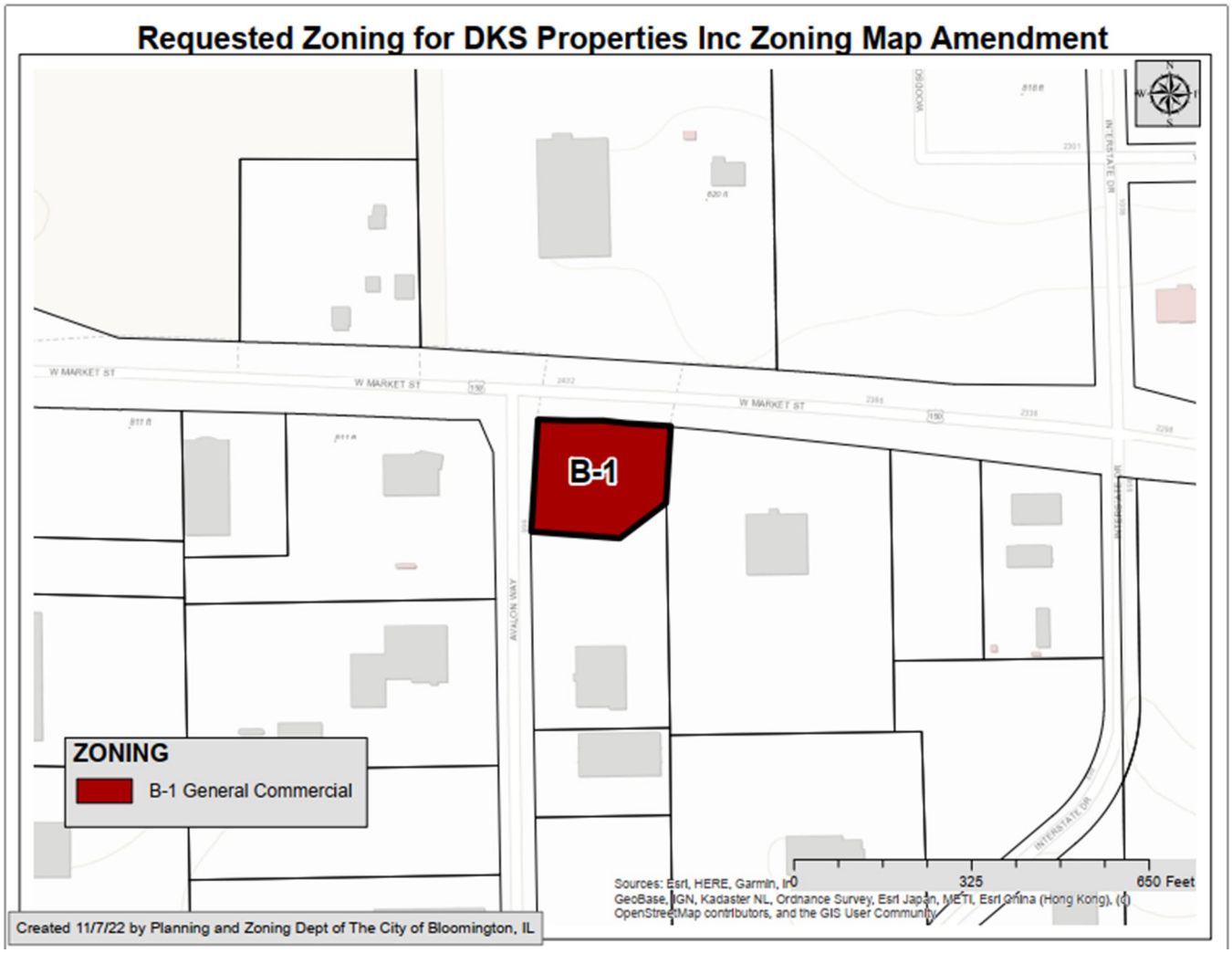
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Tract II

All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.

EXHIBIT "B"

ZONING MAP



AMENDED PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

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) DKS Properties, Inc., an Illinois Corporation hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A".

2. That said premises presently have a zoning classification of Manufacturing M-1 under the provisions of the McLean County Zoning Ordinance:

3. That there is attached hereto and made a part hereof a proposed Annexation Agreement between said City and your Petitioner which provides for the annexation of the premises described in Exhibit "A" to said City;

4. That said Annexation Agreement provides that, upon annexation of said premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended: Business District B-1;

5. That your Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City, and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification;

6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the B-1 District; and

7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your Petitioner by the zoning of said premises to the B-1 District.

WHEREFORE, your Petitioner respectfully requests that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to

Respectfully submitted,

DKS Properties, Inc.,
An Illinois Corporation

By: _____
David K. Stark

Title: Its President

4561.071
9/13/2022
DPB:kk
Annexation

Legal Description of Subject Premises
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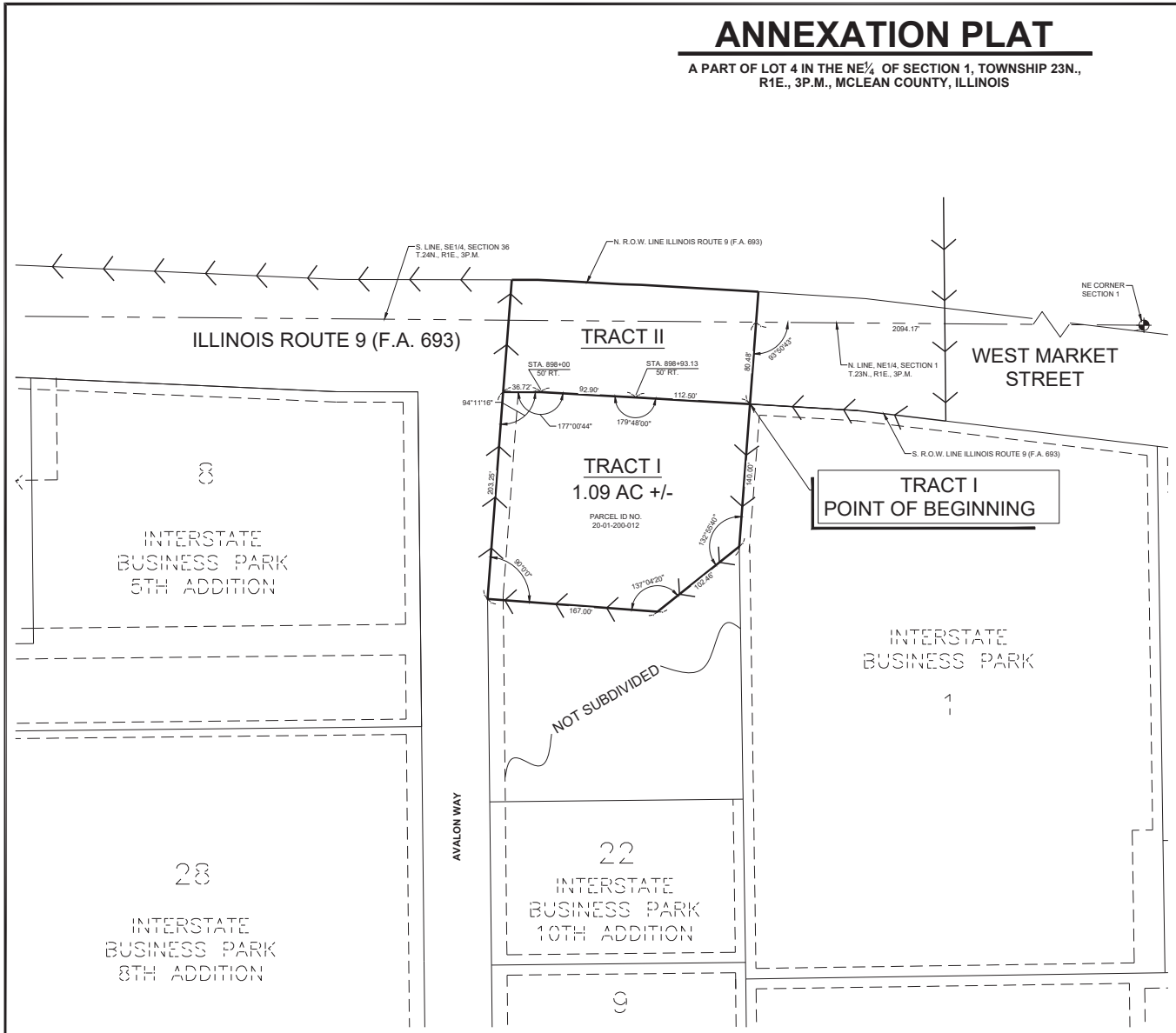
PIN-20-01-200-012

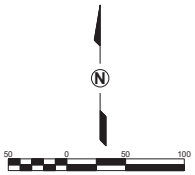
EXHIBIT
A

PENGAD 800-631-6989

ANNEXATION PLAT

A PART OF LOT 4 IN THE NE¼ OF SECTION 1, TOWNSHIP 23N., R1E., 3P.M., MCLEAN COUNTY, ILLINOIS





LEGEND

- BOUNDARY OF SUBJECT PREMISES
- EASEMENT LIMITS
- CORPORATE LIMITS
- CITY OF BLOOMINGTON
- BREAKLINE DIMENSION NOT TO SCALE

Legal Description of Subject Premises

Tract I

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SURVEYOR'S CERTIFICATE

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.

09/15/2022
Date

David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2022

DAVID P. BROWN 2725 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BLOOMINGTON, ILLINOIS

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) 829-2552

DATE	
REVISED	-
10/25/2022	-
-	-
-	-
-	-

BK. X
DRN. JSB
DSN. X
APP. DPB

ANNEXATION PLAT
INTERSTATE BUSINESS PARK
SECOND AMENDED PRELIMINARY PLAN
CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS

SHEET **1**
OF: 1
JOB #: **4561.071**

MEMORANDUM

TO: Bloomington City Clerk

FROM: David G. Armstrong

DATE: November 2, 2022

RE: DKS Properties, Inc., Annexation

Pursuant to City Code §8.5-204.A.(6), please find herewith the most recent tax bill and assessed value information for the parcel identification number at issue, being 20-01-200-012.

McLEAN COUNTY ILLINOIS REAL ESTATE TAX BILL
TAX YEAR 2021 PAYABLE 2022

REBECCA C. McNEIL
McLEAN COUNTY TREASURER/COLLECTOR
P.O. BOX 2400
115 E. WASHINGTON, RM M101
BLOOMINGTON, ILLINOIS 61702-2400
Ph (309) 888-5180 Fax (309) 888-5176
Office Hours: 8AM - 4:30PM, Mon. - Fri.
www.mcleancountyil.gov

Township: DALE
Tax Code: 1009
Prop Use Code: 0021

Legal Description
BEG 2094.17' W & 80.48' S OF NE COR SEC 1: S140', SW102.46', W167', N203.25', NE36.72', NE92.9', E112.5' TO POB PT LOT 4 MOTTER ESTATE SUB 1-23-1E

Site Address
2318 W MARKET ST
BLOOMINGTON, IL 61705

20-01-200-012

DKS PROPERTIES INC
% DAVID K STARK
1805 W WASHINGTON
BLOOMINGTON, IL 61701-

DUPLICATE

Pay by E-Check, Credit Card or Visa Debit Card at www.mcleancountyil.gov/tax
or call 1-877-647-7238. Fee applies: E-Check $2.00 / Credit/Debit Card $1.50+2.25%

Taxing Body		Current Rate	Current Tax	Prior Rate	Prior Tax	Difference
MCLEAN COUNTY		0.77891	$4.43	0.75744	$4.02	0.41
MCLEAN COUNTY	PENSION	0.13513	$0.77	0.15642	$0.83	-0.06
B-N WATER RECLAMATION DIST		0.16644	$0.95	0.16558	$0.88	0.07
B-N WATER RECLAMATION DIST	PENSION	0.01408	$0.07	0.02121	$0.11	-0.04
CUSD 5 NORMAL		5.42073	$30.73	5.45139	$28.83	1.90
CUSD 5 NORMAL	PENSION	0.19374	$1.10	0.19565	$1.04	0.06
DALE TWP FIRE PROT DIST		0.66060	$3.75	0.66171	$3.50	0.25
DALE TOWNSHIP		0.26190	$1.48	0.26212	$1.39	0.09
DALE TOWNSHIP	PENSION	0.06493	$0.37	0.06612	$0.35	0.02
DALE TWP ROAD		0.25000	$1.42	0.25000	$1.32	0.10
GOLDEN PRAIRIE LIBRARY		0.15000	$0.85	0.15000	$0.79	0.06
HEARTLAND COMM COLLEGE 540		0.57635	$3.27	0.57762	$3.06	0.21
DALE-ALLIN MTAD		0.02359	$0.13	0.02324	$0.12	0.01
Totals		8.69640	$49.32	8.73850	$46.24	$3.08

TIF BASE	0
1977 EQUALIZED	0
SR FREEZE BASE	0
FAIR CASH VALUE	0
TOTAL ACRES	1.09
LAND VALUE	0
+ BUILDING VALUE	0
-HOME IMPROVEMENT	0
= ASSESSED VALUE	0
x STATE MULTIPLIER	1.0000
= EQUALIZED VALUE	0
- HOMESTEAD EXMPT	0
- SR CITZ EXMPT	0
- SR FREEZE EXMPT	0
- DISABLED VET EXMPT	0
- DIS VET HOMESTEAD	0
- DISABLED PER EXMPT	0
- RET VET HOMESTEAD	0
+ FARM LAND	567
+ FARM BUILDING	0
= NET TAXABLE VAL.	567
x TAX RATE	8.69640
= CURRENT TAX	$49.32
+ DRAINAGE	
PRIOR SALE/FORF	NO
= TOTAL TAX DUE	$49.32
- TOTAL TAX PAID	$49.32
= TOTAL TAX DUE	**$0.00**

Owner Name: DKS PROPERTIES INC

PENALTIES

PENALTY PER MONTH ADDED AFTER EACH INSTALLMENT DUE DATE.

ADDITIONAL $10 ADDED AFTER DELINQUENT NOTICE IS MAILED

If postmarked after 10/06, contact office. Additional Interest & Penalties apply.

Certified funds required for payments tendered within 30 days of the NOVEMBER 04, 2022 tax sale.

5202

McLean County Real Estate Tax Bill

TAX YEAR 2021 PAYABLE 2022

Parcel Number 20-01-200-012

Prior Sale/Forf NO

Second Installment Due Date **09/06/2022**

Total Due 2nd Install **Paid on 06/10/2022** **$0.00**

Mail is processed by our bank processing center.
Mail Payments To:
MCLEAN COUNTY COLLECTOR
P.O. BOX 843637
KANSAS CITY, MO 64184-3637

IF POSTMARKED AFTER	TAX	PENALTY	PLEASE PAY
09/06/2022	24.66	0.37	25.03
10/06/2022	24.66	Contact Office	Contact Office

DUPLICATE

DKS PROPERTIES INC
% DAVID K STARK
1805 W WASHINGTON
BLOOMINGTON, IL 61701-

Property Information

Parcel Number
20-01-200-012

Tax Year
2021 (Payable 2022)

Sale Status
None

Property Class
0021 - Farmland

Net Taxable Value
567

Township
DALE

Tract Number

Site Address
2318 W MARKET ST
BLOOMINGTON, IL 61705

Neighborhood Code

Tax Code
1009 -

Tax Rate
8.696400

Acres
1.0900

Lot Size

Owner Name & Address
DKS PROPERTIES INC
% DAVID K STARK
1805 W WASHINGTON
BLOOMINGTON, IL, 61701

Land Use

Tax Status
Taxable

Total Tax
$49.32

Mailing Address

TIF Base Value
0

Legal Description
BEG 2094.17' W & 80.48' S OF NE COR SEC 1: S140', SW102.46', W167', N203.25', NE36.72', NE92.9', E112.5' TO POB PT LOT 4 MOTTER ESTATE SUB 1-23-1E

No Photos or Sketches

No Structure Information

Assessments

Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	567	0	0	567
Department of Revenue	0	0	567	0	0	567
Board of Review Equalized	0	0	567	0	0	567
Board of Review	0	0	567	0	0	567
S of A Equalized	0	0	567	0	0	567
Supervisor of Assessments	0	0	567	0	0	567
Township Assessor	0	0	567	0	0	567
Prior Year Equalized	0	0	529	0	0	529

Billing

	1st Installment (Due 06/06/2022)	2nd Installment (Due 09/06/2022)	Totals
Tax Billed	$24.66	$24.66	$49.32
Penalty Billed	$0.00	$0.00	$0.00
Cost Billed	$0.00	$0.00	$0.00
Fees/Liens/SSA Billed	$0.00	$0.00	$0.00
Total Billed	$24.66	$24.66	$49.32
Amount Paid	$24.66	$24.66	$49.32
Total Unpaid	**$0.00**	**$0.00**	**$0.00**
Paid By	DKS PROPERTIES INC	DKS PROPERTIES INC	
Date Paid	6/10/2022	6/10/2022	

Payment History

Tax Year	Total Billed	Total Paid	Amount Unpaid
2021	$49.32	$49.32	$0.00
2020	$46.24	$46.24	$0.00
2019	$41.78	$41.78	$0.00

Show 15 More

No Redemptions

No Exemptions

Farmland

Land Type	Acres	EAV
CROPLAND	1.0900	567
Totals	**1.0900**	**567**

Click to open Farmland Details

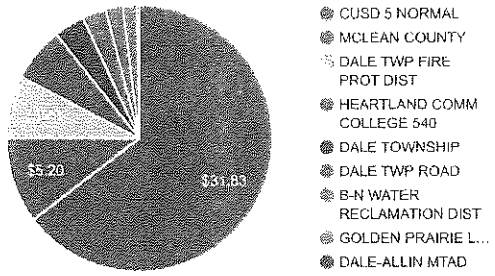
No Genealogy Information

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
1999	199935480		11/1/1999			$250,000.00	$0.00	$250,000.00

Taxing Bodies

District	Tax Rate	Extension
CUSD 5 NORMAL	5.614470	$31.83
MCLEAN COUNTY	0.914040	$5.20
DALE TWP FIRE PROT DIST	0.660600	$3.75
HEARTLAND COMM COLLEGE 540	0.576350	$3.27
DALE TOWNSHIP	0.326830	$1.85
DALE TWP ROAD	0.250000	$1.42
B-N WATER RECLAMATION DIST	0.180520	$1.02
GOLDEN PRAIRIE LIBRARY	0.150000	$0.85
DALE-ALLIN MTAD	0.023590	$0.13
TOTAL	**8.696400**	**$49.32**



Disclaimer

McLean County makes every effort to produce and publish the most current and accurate information possible. The information maintained on this website is an effort to reflect that, but should not be relied upon as a replacement for your actual tax bill or proof of payment. McLean County accepts no responsibility for the consequences of the inappropriate use or interpretation of data. No warranties, expressed or implied, are provided for data herein. By proceeding with a property search, you are stating that this notice has been read and that you understand and agree with its contents.

CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7 and City-Wide Impact

SUBJECT: Consideration and action to Approve a Resolution Authorizing an Annexation Agreement with DKS Properties Inc. for Land Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner seeks approval of an Annexation Agreement for the subject property.

Summary of Request:

- The requested zoning of the property is B-1 (General Commercial) District.
- The subject property consists of 1.10 acres of land located at 2318 W. Market Street.
- Zoning is in alignment with the City's Comprehensive Plan and the current development of this area.
- The Petitioner seeks to amend the previously approved Preliminary Plan to include this property.
- The owner has no current plans to develop the property.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the request. The recommendation is in alignment with Staff recommendation.

Chapter 8.5 §203 of the City Code requires that the City Council hold a public hearing prior to adopting an Annexation Agreement. That section requires that the Council approve or reject the Annexation Agreement on the basis of: (1) The facts presented at the public hearings; (2) The recommendations of the Planning Commission; and (3) The recommendations of the City Staff. For more detailed information, please see the Staff Report to the Planning Commission and draft meeting minutes.

Approval of this Resolution is conditional upon approval of the Ordinance approving the Annexation of Land for 2318 W. Market Street and the Ordinance approving a zoning map amendment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, October 18, 2022 and courtesy notices were mailed to 10 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Annexation Agreement would allow for the inclusion of a new commercially zoned property within the City. This will increase the City's property tax base and potentially provide increased sales tax revenue for the City. This Annexation Agreement and Zoning Map Amendment also ensures property values for the adjacent properties located within the City are maintained.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals 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: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 10B Resolution
E&CD 10C Staff Report Z-12-22
E&CD 10D DRAFT Minutes Z-12-22

RESOLUTION NO. 2022 - ____

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH DKS PROPERTIES, INC. FOR LAND LOCATED AT 2318 W. MARKET STREET, CONSISTING OF 1.10 ACRES MORE OR LESS, PIN: 20-01-200-012

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of an Annexation Agreement and Zoning Map Amendment for property located at 2318 W. Market Street legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the petition included a proposed Annexation Agreement labeled as Exhibit "B" and hereinafter referred to as "Agreement", which is attached hereto and made part hereof by this reference; and

WHEREAS, the petition included a proposed Annexation Plat labeled as Exhibit "C" and hereinafter referred to as "Plat", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition and recommended that the City Council approve said Annexation Agreement; and

WHEREAS, the City Council finds it in the best interests of the City to approve the proposed Annexation Agreement.

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

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

Section 2. The City Council hereby approves and adopts the finding of fact of the Planning Commission and approves the annexation agreement and authorizes the Mayor to execute said agreement.

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

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

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

PASSED this 28th day of November 2022.

APPROVED this ___ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

Legal Description of Subject Premises
Tract I

A part of Lot 4 of Motter Estates as per Chancery Record 15, Page 562, Case No. 1634, in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 1; thence West 2094.17 feet on the north line of said Section 1; thence South 80.48 feet on a line forming an angle of 93°-50'-43" to the right with the north line of said Section 1 to the Point of Beginning on the south right of way line of Illinois State Route 9 (F.A. 693 – Sec. 129 RW & RS); thence continuing South 140.00 feet on the prolongation of the last described course; thence Southwest 102.46 feet which course forms an angle to the left of 132°-55'-40" with the last described course; thence West 167.00 feet which course forms an angle to the left of 137°-04'-20" with the last described course; thence North 203.25 feet which course forms a 90° angle to the left with the last described course to the said south right of way line of Illinois State Route 9; thence Northeasterly 36.72 feet on said right of way line which course forms an angle to the left of 94°-11'-16" with the last described course to a point 50 feet right of Station 898+00 on the centerline of said Illinois Route 9; thence East 92.90 feet on said right of way line which course forms an angle to the left of 177°-00'-44" with the last described course to a point 50 feet right of Station 898+93.13 back – Station 898+93.23 ahead; thence East 112.50 feet on said right of way line which course forms an angle to the left of 179°-48'-00" with the last described course to the Point of Beginning, containing 1.09 acres, more or less.

Tract II

All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.

PIN: 20-01-200-012

EXHIBIT B
Proposed Annexation Agreement

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and DKS Properties, Inc., an Illinois, Corporation, including any subsequent purchasers or owners of the property, hereinafter collectively referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit "A", which is attached hereto and made a part hereof by this reference, and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

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

WHEREAS, the Owner is desirous of having said premises zoned B-1 (General Commercial) District upon annexation to the City; and

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

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

1. ANNEXATION PETITION.

Owner subject to the terms and conditions set forth in this Agreement, will file a petition with the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits, within 30 days of approval of this Agreement. The City has published and gave such notices and conducted such public hearings as are required for approval of this Agreement and will provide any such required notices and public hearings to annex the premises, as required by law and ordinance.

2. ANNEXATION.

Upon the filing of an annexation petition by Owner, the City agrees, within sixty (60) days of filing of said petition, to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING.

City agrees to rezone the property to B-1 (General Commercial) District subsequent to any

public hearings required by the City Code.

1. DEVELOPMENT OBLIGATIONS.

A. With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the parties acknowledge and note that via a previous agreement between the Owner and the City, the applicable annexation and connection fees may have already been paid, such that the following shall apply:

i. Sanitary Sewer. The premises shall be connected to the City's sanitary sewer when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid any and all tap on fees for connection to the sanitary sewer, in the event all tap on fees for the connection to the sanitary sewer have been paid no further such fees shall be due and owing. In the event the connection fees for the sanitary sewer have not been paid they shall be due by Owner according to City Code.

ii. Water. The premises shall be connected to the City's water mains when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid for any and all tap on fees for connection to the water mains, in the event all tap on fees for the connection to the water main have been paid no further such fees shall be due and owing. In the event the connection fee for the water main have not been paid they shall be due by Owner according to City Code.

2. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time, except as may be agreed between the parties.

3. ANNEXATION TO OTHER TAXING DISTRICTS.

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

4. COVENANTS AND AGREEMENTS

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

5. TERM

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

6. NOTICES

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

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

DKS Properties, Inc.
c/o David K. Stark
1805 W. Washington St.
Bloomington, IL 61701

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

4. ADOPTION OF ORDINANCES

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

5. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

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

B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this

Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City:

(i) that Owner is the record and beneficial owner of fee simple title to the Property,

(ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests,

(iii) that they have the full and complete right, power, and authority to enter into

this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement,

(iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and

(v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will

(a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or

(b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement, including but not limited to compelling annexation of the property; provided, however, that the Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.

O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

P. Annexation Fees. The Owner agrees to pay any applicable annexation fees that are due.

EXECUTED and ADOPTED this ___ day of November 2022 at Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Mboka Mwilambwe, Mayor

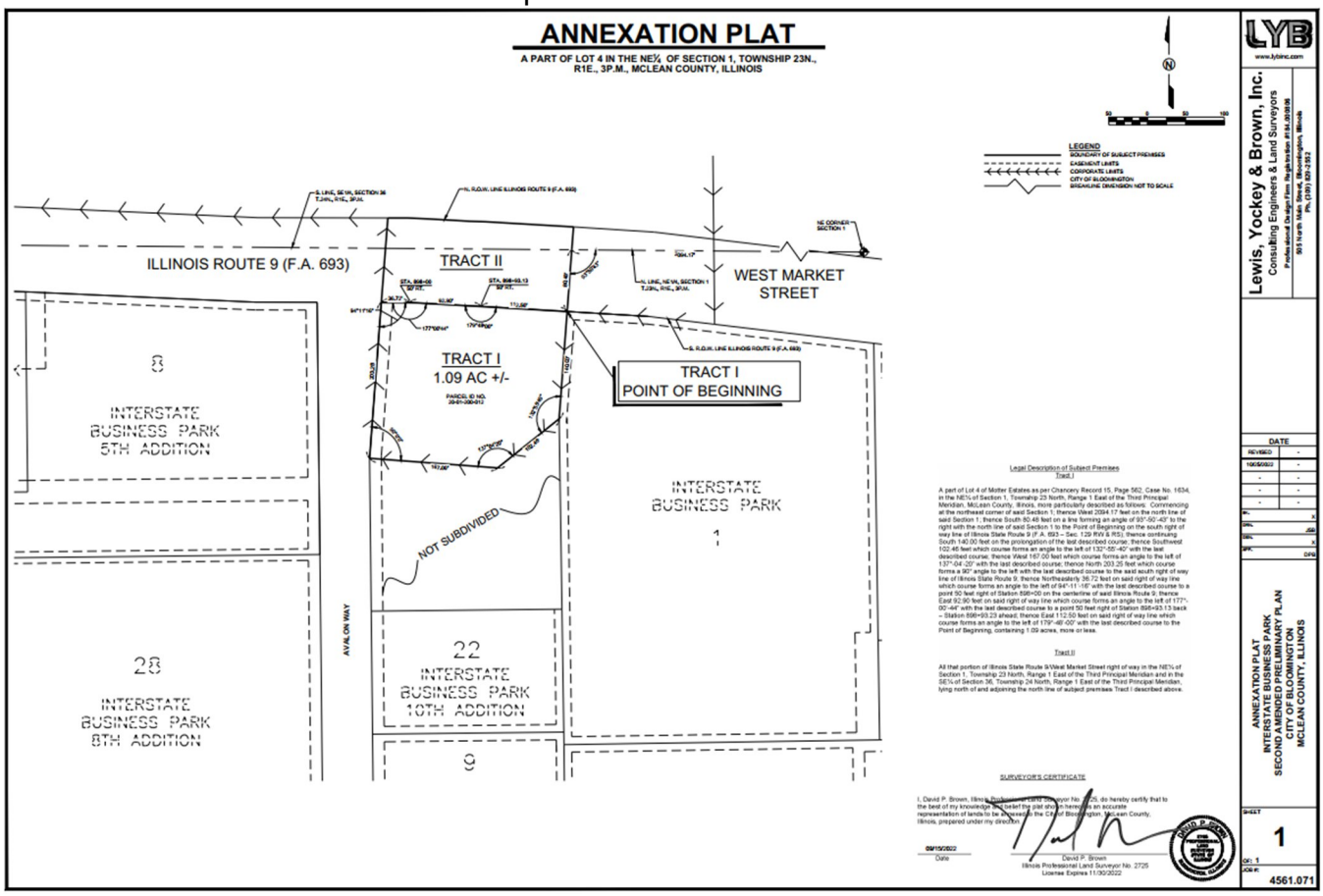
Attest:

By: _____
Leslie Smith-Yocum,
City Clerk

OWNER: DKS Properties, Inc., an Illinois Corporation

By:_____
David K. Stark, Its President

EXHIBIT C
Proposed Annexation Plat



PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	November 2, 2022
CASE NO:	Z-12-22, Annexation Agreement & Zoning Map Amendment
REQUEST:	Public hearing, review and action on a petition submitted by DKS Properties Inc for approval of an Annexation Agreement and Zoning Map Amendment for the property located at 2318 W. Market Street. PIN: 20-01-200-012.

BACKGROUND

Petitioners' request:
The Petitioner seeks approval of an Annexation Agreement and Zoning Map Amendment for the subject property. The requested zoning of the property is B-1 (General Commercial) District as the adjacent property is zoned such and this zoning is alignment with the City's Comprehensive Plan and the current development of this area. The Petitioner is requesting the property be annexed into the City after it discovered the property had been included in a previously approved Preliminary Plan but was not within the City. The Petitioner is seeking to amend the previously approved Preliminary Plan and desires to include this property within the Preliminary Plan. The owner has no current plans to develop the property.

Property Characteristics:
The subject property consists of 1.10 acres of land located at 2318 W. Market Street. The property is located at the southeast corner of W. Market Street and Avalon Way. The property is currently vacant land. The property can be accessed from both W. Market Street and Avalon Way.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, October 18, 2022. Courtesy notices were mailed to 10 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	M-1 (Restricted Manufacturing, County)	Office
South	B-1 (General Commercial)	Vacant Land
East	B-1 (General Commercial)	Office
West	B-1 (General Commercial)	Office

ANALYSIS

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

*A list of permitted uses for commercial districts can be found online in Chapter 44, Divisions 5-1.

Compliance with the Comprehensive Plan
The proposed Annexation Agreement and Zoning Map Amendment contributes to Goals 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) of the 2035 Comprehensive Plan.

The Annexation Agreement and Zoning Map Amendment requests are reviewed for consistency with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of W. Market Street Avenue as regional commercial in the built areas. The Land Use Priorities map identifies this area as Tier-2, Land immediately adjacent to the City's incorporated area, and with access to all City services.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Annexation Agreement and Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Annexation and associated Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 8.5-203D and discussed below.

Request for Annexation Agreement and Zoning Map Amendment to B-1

1. **The suitability of the subject property for uses authorized by the existing zoning;**

   The intent is to rezone to B-1 when the property is annexed into the City. The property is adjacent to W. Market Street and has direct access to W. Market Street and Avalon Way. Uses permitted within the B-1 (General Commercial) District are primarily oriented to commercial uses accessed by motor vehicle which is in alignment with the City's Comprehensive Plan for this area.

2. **The length of time the property has remained vacant as zoned considered in the context of land development in the area;**

   The property has always been vacant land (cropland) per County Assessor's records. The property will remain vacant when annexed into the City.

3. **The suitability of the subject property for uses authorized by the proposed zoning;**

The uses permitted in B-1 (General Commercial) District are intended to facilitate the development of community and regional commercial areas. The location of the property within the City makes it suitable for uses permitted with B-1(General Commercial) District. The property is of considerable size to accommodate uses permitted within B-1 zoning and minimize any impacts on neighboring properties. The surrounding properties are commercial (City) and industrially zoned (City & County). The predominant adjacent use is office. There are warehouse and retail uses not directly adjacent. The uses permitted in B-1 zoning would be in alignment with the uses of the surrounding properties.

4. **The existing land uses of nearby property;**

   The existing land uses of nearby properties are office, warehouse, general commercial, vehicle fueling station, and vacant land.

5. **Existing zoning of nearby property, 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;**

   Nearby properties are zoned B-1 (General Commercial) District for those properties in the City, the properties in the County are zoned M-1 (Restricted Manufacturing). The proposed B-1 zoning of this property would be in alignment with the zoning of neighboring properties and would permit similar uses as those already existing on neighboring properties.

6. **The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;**

   The property has access to W. Market Street (principal arterial) and Avalon Way (local) and the property is within one mile of the intersection of W. Market Street (principal arterial) and US-55 (Interstate) is roughly 0.5 miles from the intersection of W. Market Street (principal arterial) and Rivian Motorway (principal arterial).

7. **The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area;**

   Stormwater retention and detention has been accounted for on Lot 36 of the subdivision. The proposed B-1 zoning will require any proposed use for the property go through a Legislative Site Plan Review which will look at the impact of the proposed development in detail. The site plan will require review and approval by the Public Works department related to stormwater detention/retention on the property.

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 supplied to serve the uses permitted in the proposed zoning classification; and**

   The property is served by existing fire and police protection. The property is served by Unit 5 School District. The property has access to City water and sewer.

9. The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code - 1960, including the following specific purposes:

a. To conserve and protect the taxable value of land and structures;

The proposed zoning allows for the highest and best use for this property. The proposed zoning will support complementary development to the existing development. Commercial property is taxed at a higher rate and will bring jobs and additional taxable income to the City. These factors will contribute to conserving and protecting the taxable value of neighboring land and structures.

b. To protect the air, water and land resources within the City from the hazards of pollution and misuse;

There will be no immediate development of the property so it will remain vacant land which will not negatively impact the air, water and land resources. There should be no pollution generated from this location. When this property does become developed it will be subject to planning and building codes which will ensure the development does not have a negative impact the air, water and land resources. Additionally, City code requires the property be maintained and upkept. Future development will need to be incompliance with landscaping requirements of the City Code.

c. To protect land and structures from natural hazards; including flooding and erosion;

The property is not being immediately developed so there will no impact on flooding and erosion. When the property is developed a stormwater retention/detention plan will need to be produced for the City's Public Works Department to review and approve.

d. To preserve and protect historic locations, structures and groups of structures;

There are no structures on the property and the property does not have any historical significance.

e. To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;

The property is currently vacant so there are no structures to preserve or protect. There are no significant structures included in the proposal and surrounding properties do not have a distinctive architectural character and appearance.

f. To provide for the orderly and functional arrangement of land uses and structures;

The proposed annexation, zoning, and use are consistent with the Comprehensive Plan designation. The 2035 Comprehensive Plan, Future Land Use map, identifies this section this section of W. Market Street Avenue as regional commercial in the built areas. The Land Use Priorities map identifies this area as Tier-2, Land immediately adjacent to the City's incorporated area, and with access to all City services.

g. To establish standards for the orderly development or redevelopment of geographic areas within the City;

Chapters 8.5, 24, and 44 of the Code of Ordinances for the City of Bloomington guide the orderly development and redevelopment. The proposed Zoning Map Amendment meets the intent of these sections of the code as it is in alignment with these sections of the code.

h. To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;

The proposed amendment enables the inclusion of a vacant lot which can be developed in alignment with City standards and plans.

i. To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities; to conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

The property has adequate provisions of transportation, water, sewage disposal, schools, parks and other public facilities. The property is currently served by the Unit 5 School District.

j. To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

The vacant lot will continue to allow natural resources to be utilized at the site.

k. To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and

Chapters 8.5 and 44 of the Code of Ordinances for the City of Bloomington allow the public an opportunity for involvement and provide comment at the Planning Commission meeting on the Annexation Agreement and the Site Plan Review.

l. To promote the Official Comprehensive Plan adopted by the City of Bloomington.

The proposed annexation and zoning are consistent with the Comprehensive Plan designation.

STAFF RECOMMENDATION

Staff finds that the factors for consideration have been adequately addressed in the proposed Annexation Agreement and the Zoning Map Amendment are in the public interest and not solely for the benefit of the applicant, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to establish findings of fact that the proposed Annexation Agreement and Zoning Map Amendment ***are in the public interest and not solely for the benefit of the petitioner*** and recommend ***approval*** of the petition.

Upon a vote, the Planning Commission will forward its recommendation to City Council. City will then conduct a second public hearing and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

Respectfully submitted,
Glen Wetterow
City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View(s)
4. Petitioner Submission - Annexation Agreement w/Attachments
5. Boundary Map
6. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)



Attachment 4 - Petitioner Submission - Annexation Agreement w/Attachment

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and DKS Properties, Inc., an Illinois, Corporation, including any subsequent purchasers or owners of the property, hereinafter collectively referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit "A", which is attached hereto and made a part hereof by this reference, and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

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

WHEREAS, the Owner is desirous of having said premises zoned B-1 (General Commercial) District upon annexation to the City; and

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

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

1. ANNEXATION PETITION.

Owner subject to the terms and conditions set forth in this Agreement, will file a petition with the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits, within 30 days of approval of this Agreement. The City has published and gave such notices and conducted such public hearings as are required for approval of this Agreement and will provide any such required notices and public hearings to annex the premises, as required by law and ordinance.

2. ANNEXATION.

Upon the filing of an annexation petition by Owner, the City agrees, within sixty (60) days of filing of said petition, to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING.

City agrees to rezone the property to B-1 (General Commercial) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

A. With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the parties acknowledge and note that via a previous agreement between the Owner and the City, the applicable annexation and connection fees may have already been paid, such that the following shall apply:

i. Sanitary Sewer. The premises shall be connected to the City's sanitary sewer when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid any and all tap on fees for connection to the sanitary sewer, in the event all tap on fees for the connection to the sanitary sewer have been paid no further such fees shall be due and owing. In the event the connection fees for the sanitary sewer have not been paid they shall be due by Owner according to City Code.

ii. Water. The premises shall be connected to the City's water mains when the property is developed and the service is needed. The parties acknowledge and note that via a previous agreement, the Owner may have already paid for any and all tap on fees for connection to the water mains, in the event all tap on fees for the connection to the water main have been paid no further such fees shall be due and owing. In the event the connection fee for the water main have not been paid they shall be due by Owner according to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time, except as may be agreed between the parties.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

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

DKS Properties, Inc.
c/o David K. Stark
1805 W. Washington St.
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

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

B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required

in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City:
(i) that Owner is the record and beneficial owner of fee simple title to the

Property,

(ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests,

(iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement,

(iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and

(v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will

(a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or

(b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement, including but not limited to compelling annexation of the property; provided, however, that the Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.

O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

P. Annexation Fees. The Owner agrees to pay any applicable annexation fees that are due.

EXECUTED and ADOPTED this_____day of_____, 2022 at Bloomington, Illinois.

CITY OF BLOOMINGTON

By:_____
Mboka Mwilambwe, Mayor

Attest:

By:_____
City Clerk

OWNER: DKS Properties, Inc., an Illinois Corporation

By:_____
David K. Stark, Its President

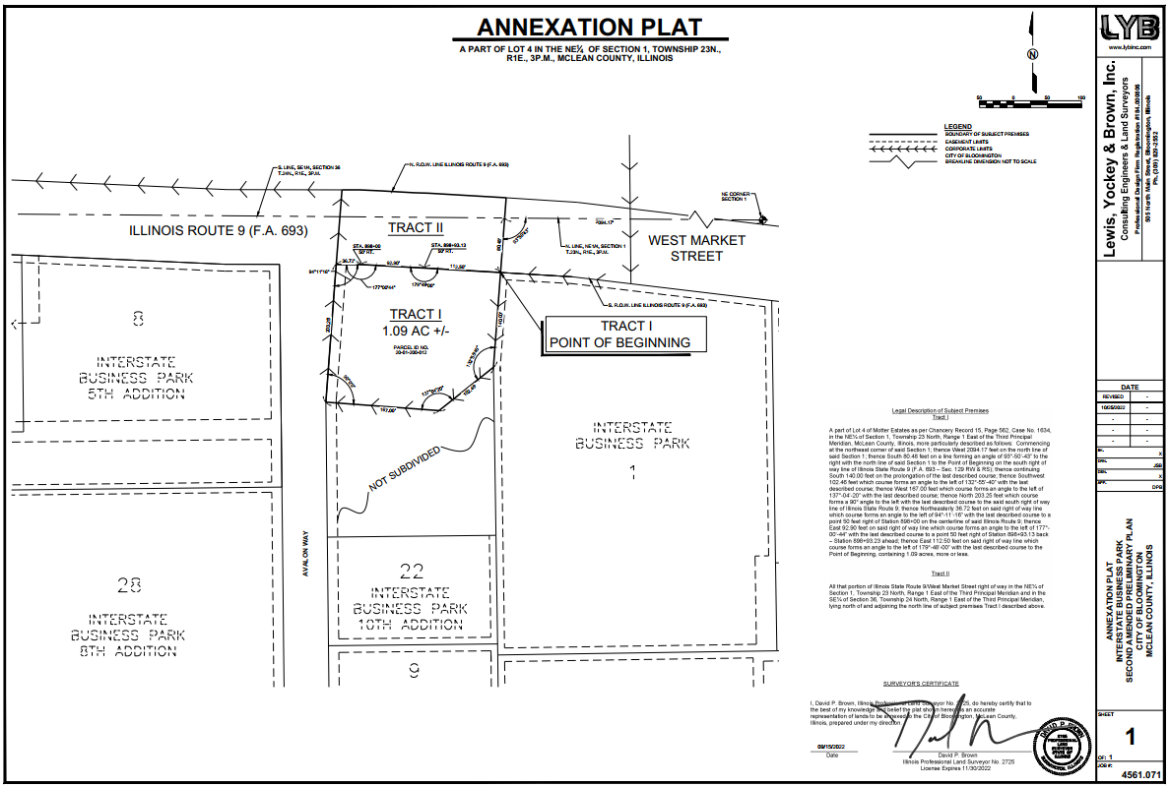
Exhibit A

Legal Description of Subject Premises
Tract I

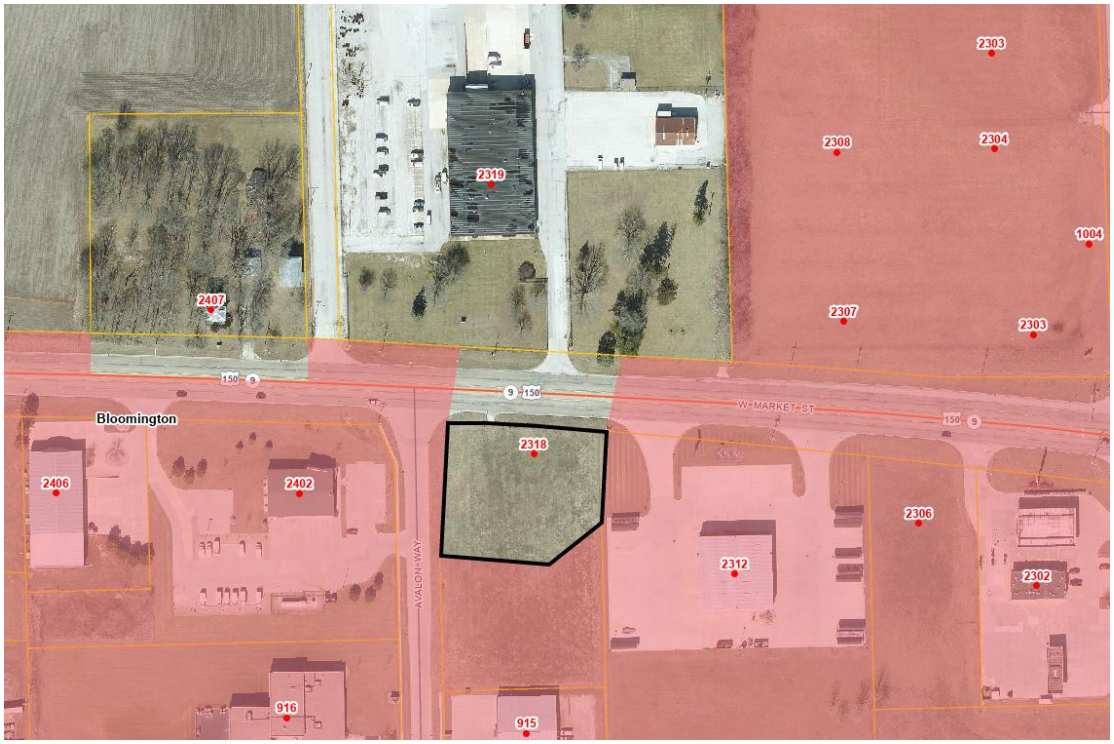
A part of Lot 4 of Motter Estates as per Chancery Record 15, Page 562, Case No. 1634, in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 1; thence West 2094.17 feet on the north line of said Section 1; thence South 80.48 feet on a line forming an angle of 93°-50'-43" to the right with the north line of said Section 1 to the Point of Beginning on the south right of way line of Illinois State Route 9 (F.A. 693 – Sec. 129 RW & RS); thence continuing South 140.00 feet on the prolongation of the last described course; thence Southwest 102.46 feet which course forms an angle to the left of 132°-55'-40" with the last described course; thence West 167.00 feet which course forms an angle to the left of 137°-04'-20" with the last described course; thence North 203.25 feet which course forms a 90° angle to the left with the last described course to the said south right of way line of Illinois State Route 9; thence Northeasterly 36.72 feet on said right of way line which course forms an angle to the left of 94°-11'-16" with the last described course to a point 50 feet right of Station 898+00 on the centerline of said Illinois Route 9; thence East 92.90 feet on said right of way line which course forms an angle to the left of 177°-00'-44" with the last described course to a point 50 feet right of Station 898+93.13 back – Station 898+93.23 ahead; thence East 112.50 feet on said right of way line which course forms an angle to the left of 179°-48'-00" with the last described course to the Point of Beginning, containing 1.09 acres, more or less.

Tract II

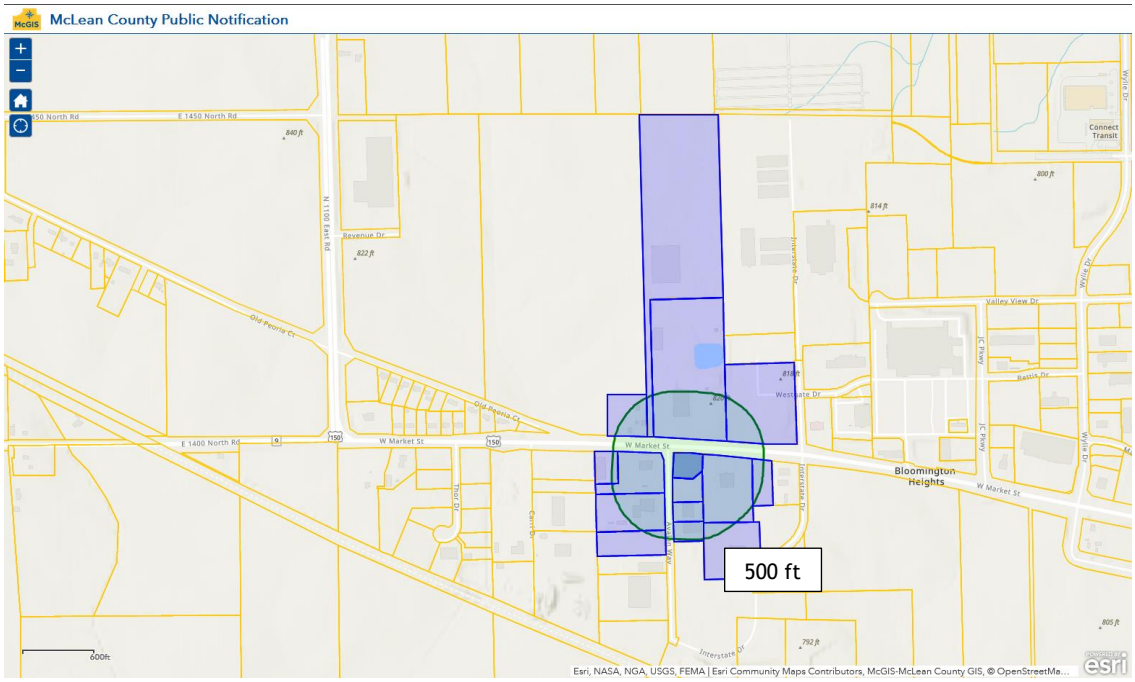
All that portion of Illinois State Route 9/West Market Street right of way in the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian and in the SE¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying north of and adjoining the north line of subject premises Tract I described above.


ANNEXATION PLAT
A PART OF LOT 4 IN THE NE¼ OF SECTION 1, TOWNSHIP 23N., R1E., 3P.M., MCLEAN COUNTY, ILLINOIS
ILLINOIS ROUTE 9 (F.A. 693)
TRACT II
WEST MARKET STREET
TRACT I
1.09 AC +/-
TRACT I
POINT OF BEGINNING
INTERSTATE BUSINESS PARK 5TH ADDITION
INTERSTATE BUSINESS PARK 8TH ADDITION
INTERSTATE BUSINESS PARK 10TH ADDITION
INTERSTATE BUSINESS PARK
NOT SUBDIVIDED
AVALON WAY
LEGEND
Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
ANNEXATION PLAT
INTERSTATE BUSINESS PARK
SECOND AMENDED PRELIMINARY PLAN
CITY OF BLOOMINGTON, IL
MCLEAN COUNTY, ILLINOIS
SHEET
1
4561.071

Attachment 5 - Boundary Map



Attachment 6 - Neighborhood Notice Map



F. Z-12-22 Public hearing, review and action on a petition submitted by DKS Properties Inc, for approval of an Annexation Agreement and Zoning Map Amendment for the property located at 2318 W. Market Street. PIN: 20-01-200-012

City Staff, Mr. Wetterow presented the report with a recommendation for approval. Mr. Wetterow noted the proceeding case PS-04-22 is linked to this case as this property had been inadvertently approved as part of the Amended Preliminary Plan for Interstate Business Park. The Petitioner seeks to annex the property into the City and included it as part of the Second Amended Preliminary Plan for Interstate Business Park. Mr. Wetterow indicated the history of property, focusing on prior annexation agreements and approved preliminary plans.

Mr. Wetterow noted the neighboring zonings and uses. The property is currently zoned M-1 within the County, which is a restricted manufacturing district. This does not align with the City's Comprehensive Plan for this area. As part of the annexation of this property, the petitioner is requesting the property be zoned B-1 which is more appropriate for this location given its proximity to W. Market Street. Additionally, this zoning aligns with the City's Comprehensive Plan for the area. Mr. Wetterow noted city infrastructure is already adjacent to the property and sidewalks have already been installed according to the previously approved preliminary plans for the area. Mr. Wetterow identified the property on the original preliminary plan and the amended preliminary plan and highlight how the property was excluded in the original preliminary plan but was incorrectly included on the Amended Preliminary Plan.

Vice-Chair inquired if this case and PS-04-22 could be heard and voted on at the same time. Mr. Boyle noted that while they are linked the two matters are different and the standards for review are different so it would be beneficial to hear them as separate cases.

Vice-Chair Boyd opened the public hearing portion of the meeting related to this case.

David Armstrong, Attorney for DKS Properties Inc, (207 W Jefferson, Suite 400, Bloomington, IL) spoke on behalf of the project. Mr. Armstrong thanked City Staff for their assistance in navigating this entire process as this originally started out as a final plat discussion. In reviewing the final plat submittal, it was determined by City Staff the Amended Preliminary Plan had expired and this piece of property was not within the City. Mr. Armstrong noted this request is to annex a piece of property that should have been annexed when the rest of the area was. He has not been able to find any documentation providing a reason as to why it wasn't annexed with the surrounding properties. He noted the property was erroneously included in the Amended Preliminary Plan from 15 years ago. Mr. Armstrong noted the property has access to City services and functions like it is already within the City.

There were no additional individuals present to speak in favor or opposition to the petition.

Vice-Chair Boyd closed the public hearing portion of the meeting related to this case.

Commissioner Krieger made a motion to establish findings of fact that the proposed Annexation Agreement and Zoning Map Amendment are in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Muehleck.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

DRAFT

CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving the Second Amended Preliminary Plan for Interstate Business Park for the Property Generally Located Near the Intersection of W. Market Street and Avalon Way and Along Interstate Drive, Consisting of 25.21 Acres More or Less, PINs: 20-01-200-010, 20-01-200-012, 20-01-200-050, and 20-01-200-051, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Economic & Community Development Department is recommending approval of the Second Amended Preliminary Plan for the properties generally located near the intersection of W. Market Street and Avalon Way and along Interstate Drive.

Summary of Request:

- The subject properties contain approximately 25.21 acres of land, which is currently undeveloped. The Second Amended Preliminary Plan indicates the inclusion of property being annexed into the City (Case Z-12-22). The Second Amended Preliminary Plan also more accurately reflects the properties as they are today.
- The Petitioner desired to have the Amended Preliminary Plan reinstated to allow for final platting of property within the Plan.
- The Second Amended Preliminary Plan conforms with the standards and purpose of the Subdivision Code.
- No amendments have been requested to the previously approved waivers.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the request. The recommendation is in alignment with Staff recommendation. For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, October 18, 2022, and courtesy notices were mailed to 28 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The approval of the proposed Second Amended Preliminary Plan would

allow for final platting and future development of roughly 25 acres of property. Additionally, the Second Amended Preliminary Plan would allow for the inclusion of a new commercially zoned property within the City. The approval would result in the increase of the City's property tax base and potentially provide increased sales tax revenue for the City. The Second Amended Preliminary Plan ensures the area is developed in accordance with City plans and specifications to ensure continuity and thus maintain the property values for the adjacent properties.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand), ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), and TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:
ECD 7B Ordinance PS-04-22
E&CD 7C Staff Memorandum PS-04-22
E&CD 7D DRAFT Minutes PS-04-22

ORDINANCE NO. 2022 – ____

AN ORDINANCE APPROVING THE SECOND AMENDED PRELIMINARY PLAN FOR INTERSTATE BUSINESS PARK FOR PROPERTY GENERALLY LOCATED NEAR THE INTERSECTION OF W. MARKET STREET AND AVALON WAY AND ALONG INTERSTATE DRIVE, CONSISTING OF 25.21 ACRES MORE OR LESS, PINs: 20-01-200-010, 20-01-200-012, 20-01-200-050, and 20-01-200-051

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting approval of the Second Amended Preliminary Plan for Interstate Business Park for the property located near the intersection of W. Market Street and Avalon Way and along Interstate Drive legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included a Preliminary Plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

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

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Preliminary Plan conforms with the standards of the Subdivision Code of the City of Bloomington, of which the purpose is stated in § 24-203; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

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

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 Petition requesting the Second Amended Preliminary Plan for Interstate Business Park depicted in Exhibit B is hereby approved.

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

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

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

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Legal Description of Subject Premises

Tract I

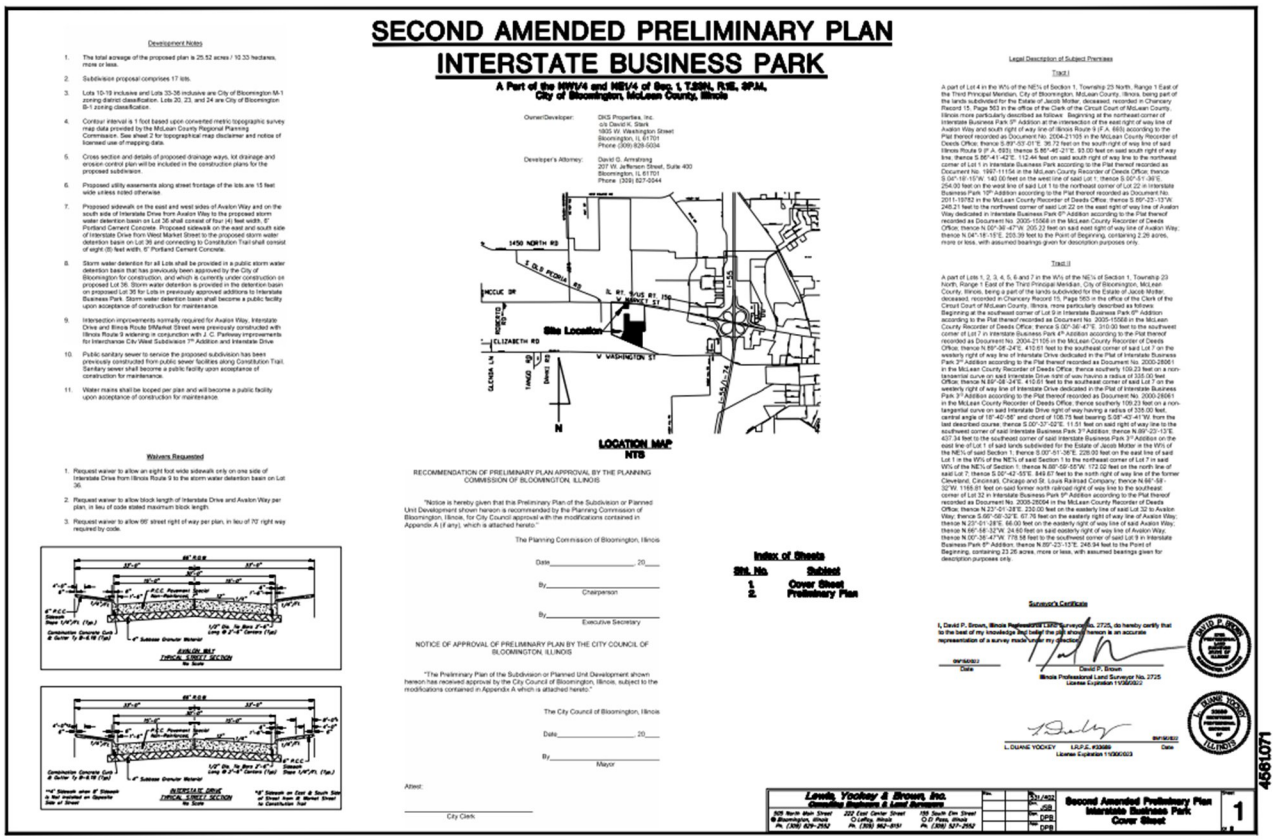
A part of Lot 4 in the W½ of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being part of the lands subdivided for the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois more particularly described as follows: Beginning at the northeast corner of Interstate Business Park 5th Addition at the intersection of the east right of way line of Avalon Way and south right of way line of Illinois Route 9 (F.A. 693) according to the Plat thereof recorded as Document No. 2004-21105 in the McLean County Recorder of Deeds Office; thence S.89°-53'-01"E. 36.72 feet on the south right of way line of said Illinois Route 9 (F.A. 693); thence S.86°-46'-21"E. 93.00 feet on said south right of way line; thence S.86°-41'-42"E. 112.44 feet on said south right of way line to the northwest corner of Lot 1 in Interstate Business Park according to the Plat thereof recorded as Document No. 1997-11154 in the McLean County Recorder of Deeds Office; thence S.04°-18'-15"W. 140.00 feet on the west line of said Lot 1; thence S.00°-51'-36"E. 254.00 feet on the west line of said Lot 1 to the northeast corner of Lot 22 in Interstate Business Park 10th Addition according to the Plat thereof recorded as Document No. 2011-19782 in the McLean County Recorder of Deeds Office; thence S.89°-23'-13"W. 248.21 feet to the northwest corner of said Lot 22 on the east right of way line of Avalon Way dedicated in Interstate Business Park 6th Addition according to the Plat thereof recorded as Document No. 2005-15568 in the McLean County Recorder of Deeds Office; thence N.00°-36'-47"W. 205.22 feet on said east right of way line of Avalon Way; thence N.04°-18'-15"E. 203.39 feet to the Point of Beginning, containing 2.26 acres, more or less, with assumed bearings given for description purposes only.

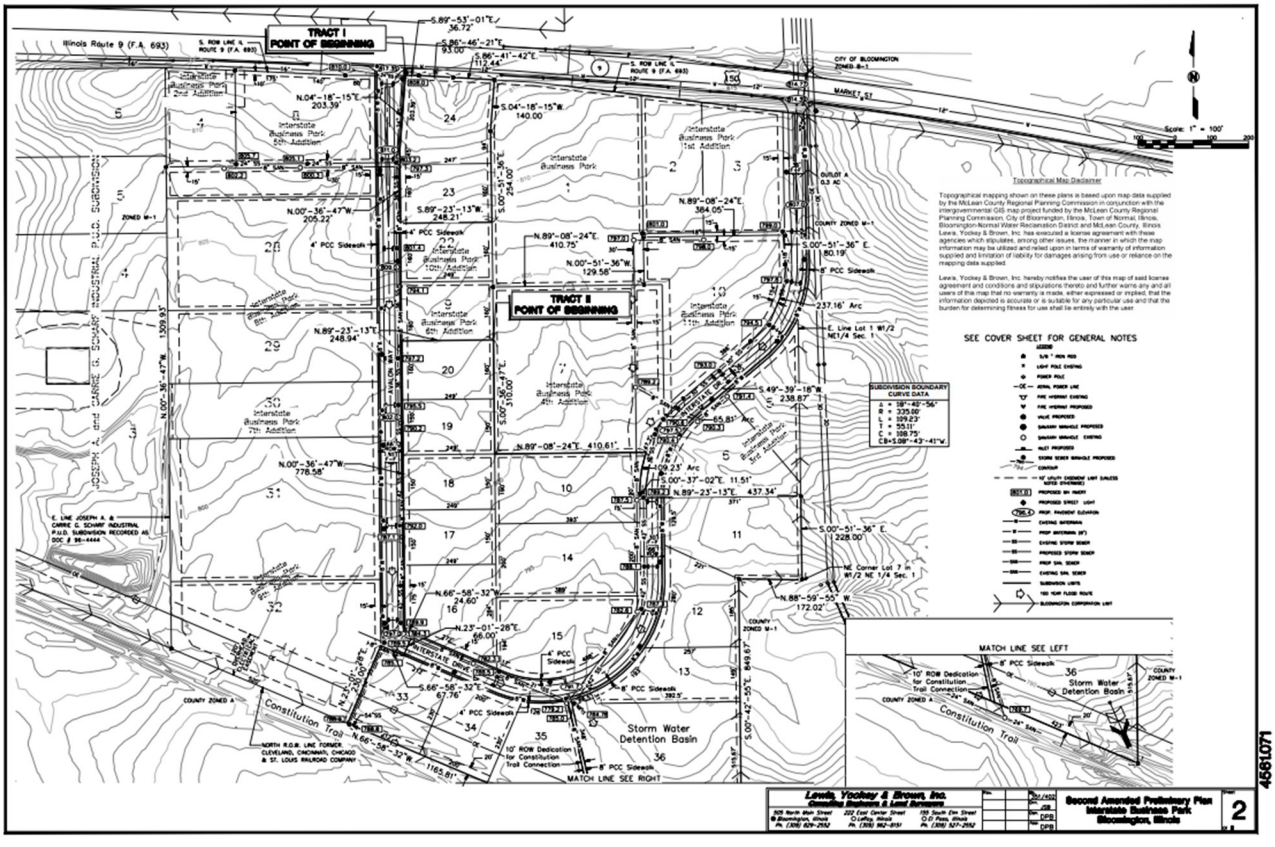
Tract II

A part of Lots 1, 2, 3, 4, 5, 6 and 7 in the W½ of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a part of the lands subdivided for the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in Interstate Business Park 6th Addition according to the Plat thereof recorded as Document No. 2005-15568 in the McLean County Recorder of Deeds Office; thence S.00°-36'-47"E. 310.00 feet to the southwest corner of Lot 7 in Interstate Business Park 4th Addition according to the Plat thereof recorded as Document No. 2004-21105 in the McLean County Recorder of Deeds Office; thence N.89°-08'-24"E. 410.61 feet to the southeast corner of said Lot 7 on the westerly right of way line of Interstate Drive dedicated in the Plat of Interstate Business Park

3rd Addition according to the Plat thereof recorded as Document No. 2000-28061 in the McLean County Recorder of Deeds Office; thence southerly 109.23 feet on a non-tangential curve on said Interstate Drive right of way having a radius of 335.00 feet, central angle of 18°-40'-56" and chord of 108.75 feet bearing S.08°-43'-41"W. from the last described course; thence S.00°-37'-02"E. 11.51 feet on said right of way line to the southwest corner of said Interstate Business Park 3rd Addition; thence N.89°-23'-13"E. 437.34 feet to the southeast corner of said Interstate Business Park 3rd Addition on the east line of Lot 1 of said lands subdivided for the Estate of Jacob Motter in the W½ of the NE¼ of said Section 1; thence S.00°-51'-36"E. 228.00 feet on the east line of said Lot 1 in the W½ of the NE¼ of said Section 1 to the northeast corner of Lot 7 in said W½ of the NE¼ of Section 1; thence N.88°-59'-55"W. 172.02 feet on the north line of said Lot 7; thence S.00°-42'-55"E. 849.67 feet to the north right of way line of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad Company; thence N.66°-58'-32"W. 1165.81 feet on said former north railroad right of way line to the southeast corner of Lot 32 in Interstate Business Park 9th Addition according to the Plat thereof recorded as Document No. 2008-28094 in the McLean County Recorder of Deeds Office; thence N.23°-01'-28"E. 230.00 feet on the easterly line of said Lot 32 to Avalon Way; thence S.66°-58'-32"E. 67.76 feet on the easterly right of way line of Avalon Way; thence N.23°-01'-28"E. 66.00 feet on the easterly right of way line of said Avalon Way; thence N.66°-58'-32"W. 24.60 feet on said easterly right of way line of Avalon Way; thence N.00°-36'-47"W. 778.58 feet to the southwest corner of said Lot 9 in Interstate Business Park 6th Addition; thence N.89°-23'-13"E. 248.94 feet to the Point of Beginning, containing 23.26 acres, more or less, with assumed bearings given for description purposes only.

EXHIBIT B


SECOND AMENDED PRELIMINARY PLAN
INTERSTATE BUSINESS PARK
A Part of the NW1/4 and NE1/4 of Sec. 1, T.26N., R.2E., 3P.M.
City of Bloomington, McLean County, Illinois
Development Notes
Waivers Requested
Site Location
LOCATION MAP
NTS
RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
Index of Sheets
Sht. No. Subject
1 Cover Sheet
2 Preliminary Plan
Legal Description of Subject Premises
Surveyor's Certificate
Second Amended Preliminary Plan
Interstate Business Park
Cover Sheet
1
4561071


TRACT I
POINT OF BEGINNING
TRACT II
POINT OF BEGINNING
Illinois Route 9 (F.A. 693)
MARKET ST.
Constitution Trail
Storm Water Detention Basin
SEE COVER SHEET FOR GENERAL NOTES
Topographical Map Disclaimer
MATCH LINE SEE LEFT
MATCH LINE SEE RIGHT
Second Amended Preliminary Plan
Interstate Business Park
Bloomington, Illinois
2
4561071

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	November 2, 2022
CASE NO:	PS-04-22, Second Amended Preliminary Plan for Interstate Business Park
REQUEST:	Public hearing, review and action on a petition submitted by DKS Properties Inc requesting approval of the Second Amended Preliminary Plan for Interstate Business Park for the properties generally located near the intersection of W. Market Street and Avalon Way and along Interstate Drive. PINs: 20-01-200-010, 20-01-200-012, 20-01-200-050, and 20-01-200-051.

BACKGROUND

Petitioners' request:
This seeks approval of the Second Amended Preliminary Plan for the properties generally located near the intersection of W. Market Street and Avalon Way and along Interstate Drive. This request is associated with case Z-12-22. The original Annexation Agreement, from 1997, for Interstate Business Park did not include the property presently located at 2813 W. Market Street (PIN: 0-01-200-012). The annexation plat is included as an attachment to this report. The original Preliminary Plan, from 1997, for Interstate Business Park identified this property but clearly delineated, the city boundary is indicated by a thick black line, that it was not part of the Preliminary Plan as it was outside of the City. This Preliminary Plan is also included as an attachment to this report. An Amended Preliminary Plan was submitted and approved in 2004 for Interstate Business Park. In this Preliminary Plan, the property was mistakenly included as part of the Preliminary Plan and thus implied to be part of the City. The Petitioner was seeking to Final Plat a piece of property within Interstate Business Park when it was discovered the existing Amended Preliminary Plan for Interstate Business Park had expired. The Petitioner desired to have the Amended Preliminary Plan reinstated and was going through the processes of doing so when it was discovered the property at 2813 W. Market Street was not within the City and thus could not be a part of the Preliminary Plan. Case Z-12-22 seeks to annex the piece of property into the City. The petitioner can then include it as part of the Second Amended Preliminary Plan for Interstate Business Park allow for the final platting of another piece of property within the Interstate Business Park. No amendments have been requested to the previously approved waivers.

Property Characteristics:
The subject properties contain approximately 25.21 acres of land which is currently undeveloped. The Second Amended Preliminary Plan indicates the inclusion of property being annexed into the City. The Second Amended Preliminary Plan also more accurately reflects the properties as they are today.

Several of the properties have been combined and others subdivided. Access to the properties will be available from W. Market Street, Avalon Way and Interstate Drive. The surrounding properties are agriculturally, industrially, and commercially zoned. The properties to the north, south, and east are located within the County.

Notice:
The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, October 18, 2022. Courtesy notices were mailed to 28 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	M-1 (Restricted Manufacturing, County) & B-1 (General Commercial)	Office, Warehouse & Farmland (Vacant)
South	A (Agricultural, County)	Farmland (Vacant)
East	M-1 (Restricted Manufacturing, County)	Farmland (Vacant)
West	B-1 (General Commercial) & M-1 (Restricted Manufacturing)	Office

ANALYSIS

Compliance with the Comprehensive Plan:
The proposed Amended Preliminary Plan contributes to Goals ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand), ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), and TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system) of the 2035 Comprehensive Plan.

Preliminary Plans are reviewed for consistency with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this area as an employment center within the built areas. The Land Use Priorities map identifies this area as Tier-1 priority which is Vacant and under-utilized land for infill development or redevelopment within the City. Additionally, the Opportunities for Infill Development and Redevelopment map identifies this area as non-residential vacant property.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Preliminary Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Preliminary Plan conforms with the standards and purpose of the Subdivision Code as listed in § 24-203A-L and discussed below.

Request for Second Amended Preliminary Plan for Interstate Business Park

1. **To protect, provide and promote the public health, safety and general welfare of the City.**

   The proposed subdivision has access to City utilities (water and sewer) for proper sanitation. Stormwater management will be addressed when construction is proposed for the properties. Lot characteristics proposed by the subject Preliminary Plan are in compliance with the requirements of the M-1 (Restricted Manufacturing) District and B-1 (General Commercial) District and supportive of the prescribed site design and development intensities for these Districts.

2. **To guide the future growth and development of the City, in accordance with the Comprehensive Plan.**

   The Comprehensive Plan identifies this area between Avalon Way and Interstate Drive and south of W. Market Street as an employment center within the built areas. The Land Use Priorities map identifies this area as Tier-1 priority which is Vacant and under-utilized land for infill development or redevelopment within the City. Additionally, the Opportunities for Infill Development and Redevelopment map identifies this area as non-residential vacant property.

3. **To provide for adequate light, air and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.**

   The proposed subdivision will provide adequate separation between buildings, promoting light and air circulation. The configuration of the lots meets City requirements and will ensure overcrowding does not occur. The infrastructure indicated ensures efficient flow of traffic through the area. The proposed infrastructure and associated waivers have been reviewed and approved by the City's Public Works Department.

4. **To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community.**

   The lots indicated on the Amended Preliminary Plan are currently will be or are zoned either, B-1 (General Commercial) or M-1 (Restricted Manufacturing); they are adjacent to either commercial or industrially zoned properties. The properties to the north and west have already been final platted and developed according to similar standards. The properties to the east and south are within the County and have not been final platted or developed to the current zoning standards of those properties. However, the uses permitted within the County zonings M-1 (Restricted Manufacturing) District and A (Agriculture) District will be in character with the existing uses surrounding the properties. This area is still very undeveloped, and this preliminary plan serves to identify only a piece of the overall development in the area.

5. **To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.**

   The proposed subdivision and zoning are compatible with adjacent zoning and uses.

6. **To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities.**

The properties have access to City services (water, sewer and streets). The Land Use Priorities map identifies these lots as a Tier 1 priority (vacant and under-utilized land for infill development or redevelopment within the City.)

7. **To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building setback lines.**

   The lots proposed will have frontage off either W. Market Street, Avalon Way or Interstate Drive. New approaches will be created to ensure points of ingress and egress from each property; the number and location have will be approved by Public Works for Avalon Way and Interstate Drive to limit traffic congestion ensure traffic easily flows through the entire subdivision. W. Market Street is a State route and points of access are dictated via the Illinois Department of Transportation (IDOT). Thus, will have to be reviewed and approved by IDOT. The expansion of Interstate Drive will provide a means for improved traffic circulation through the Interstate Business Park subdivision. Sidewalks will be installed as per the requested waiver; the waiver has been reviewed and approved by the Public Works department.

8. **To establish reasonable standards of design and procedures for subdivision codes and resubdivisions, in order to further the orderly layout and use of land, and to insure proper legal descriptions and monumenting of subdivided land.**

   The Bloomington Subdivision Ordinance and Zoning Code ensure standards for design, subdivision and final platting; the proposed Preliminary Plan follows the required procedures and meets the standards identified within.

9. **To ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and areas reasonably anticipated to be served by such facilities.**

   The lots can be served by existing City police and fire services. The lots are served by Unit 5 School District. The Tier 1 Priority classification considers access to existing public infrastructure and services.

10. **To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and beauty of the community and the value of the land.**

    An Erosion and Sediment Control Permit will have to be reviewed and approved by the Public Works department as part of any construction permitting and will be required as part of the Legislative Site Plan Review process for which it is required. Both processes will ensure natural features such as streams and lakes are not negatively impacted. There is already existing stormwater infrastructure provided to accommodate these and surrounding properties. However, a stormwater plan is still required and must be approved by the City Engineering Division as part of the final platting process.

11. To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features.

An Erosion and Sediment Control Permit will have to be reviewed and approved by the Public Works department when construction is proposed for the properties. For the B-1 zoned properties a Legislative Site Plan Review will be required. These permits and review processes will ensure the natural beauty and topography are not negatively impacted. There is already existing stormwater infrastructure provided to accommodate these and surrounding properties on Lot 36 but will be revaluated for each development project in the area.

12. To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance.

The applicant has selected to subdivide the property to ensure development occurs in a manner that meets the design and density requirements of the City's Zoning Code and those desired by the petitioner, thus ensuring the most efficient layout of the lots and future structures. The waivers requested relate to infrastructure items which the Engineer Division has reviewed and approved and were previously approved under the First Amended Preliminary Plan.

STAFF RECOMMENDATION

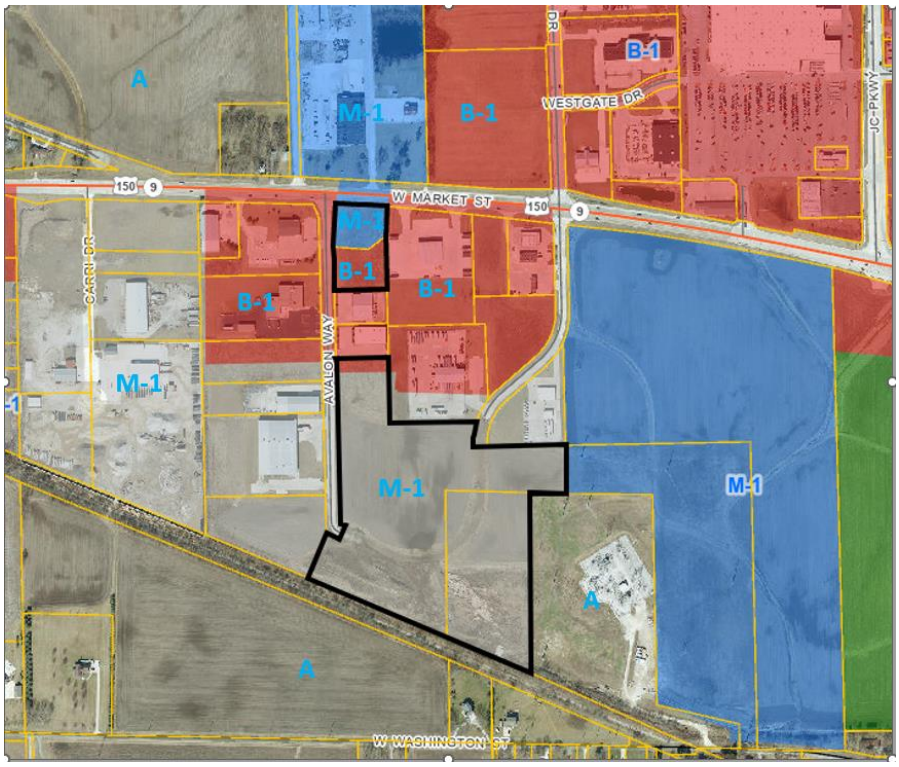
Staff finds that the request for approval of the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends that the Planning Commission take the following actions:

> Motion to establish findings of fact that the proposed Second Amended Preliminary Plan for Interstate Business Park ***conforms with the standards and purpose of the Subdivision Code*** and recommend ***approval*** of the petition to City Council.

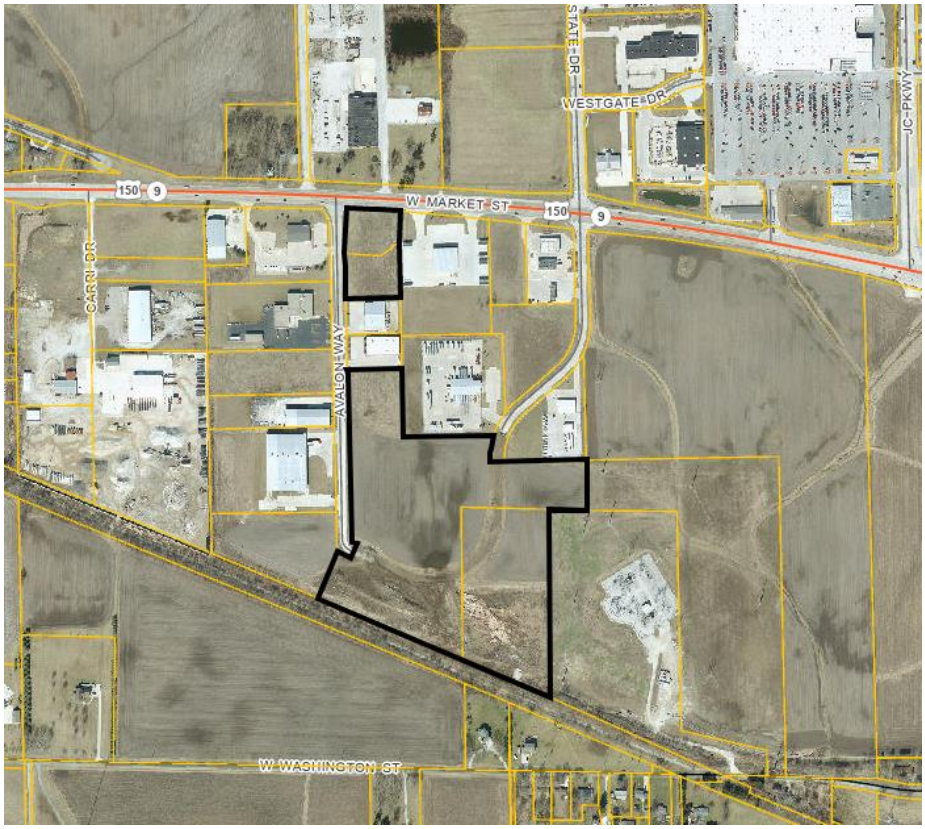
Respectfully submitted,
Glen Wetterow
City Planner

Attachments:
1. Zoning Map
2. Aerial Map
3. Ground-Level View(s)
4. Original Annexation Plat for Interstate Business Park
5. Preliminary Plan for Interstate Business Park
6. First Amended Preliminary Plan for Interstate Business Park
7. Seconded Amended Preliminary Plan for Interstate Business Park
8. Neighborhood Notice Map

Attachment 1 – Zoning Map



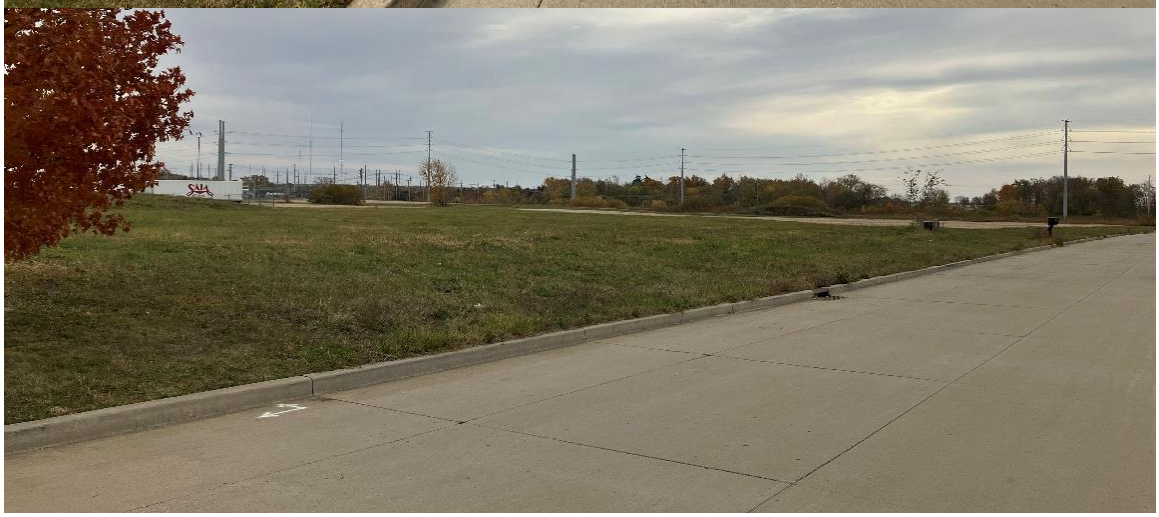
Attachment 2 – Aerial Map



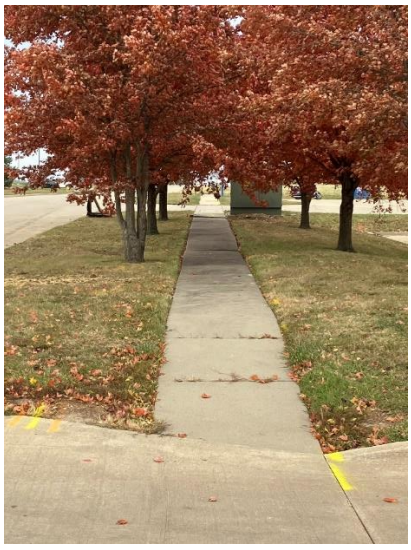
Attachment 3 – Ground Level Views





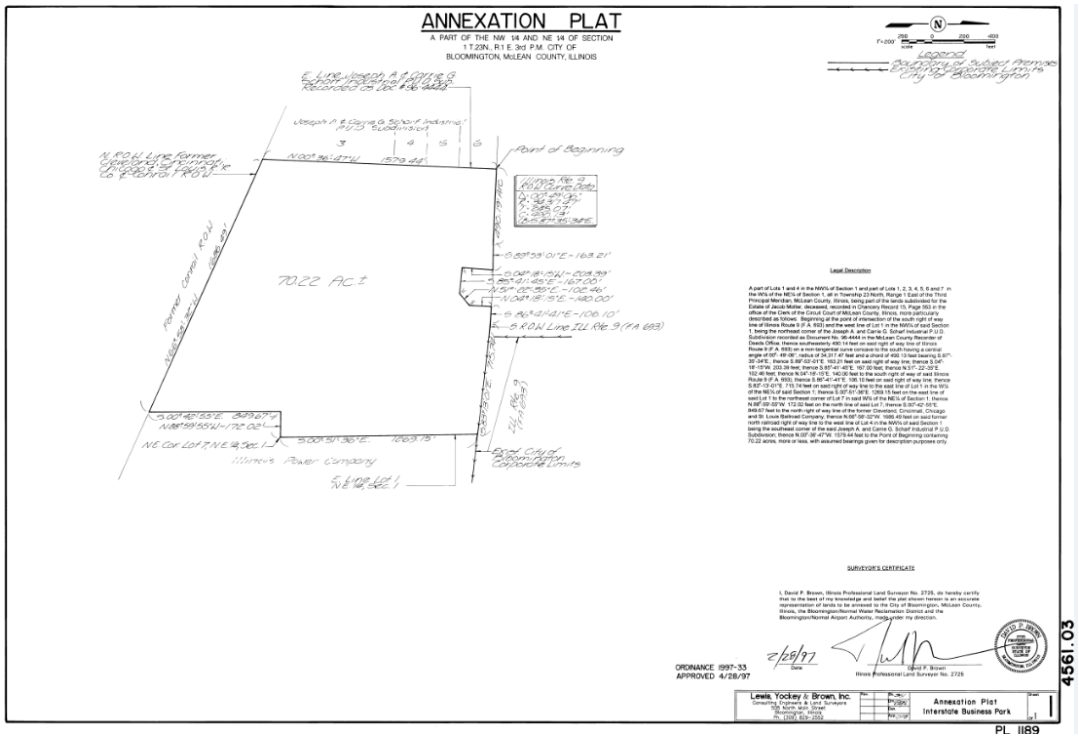




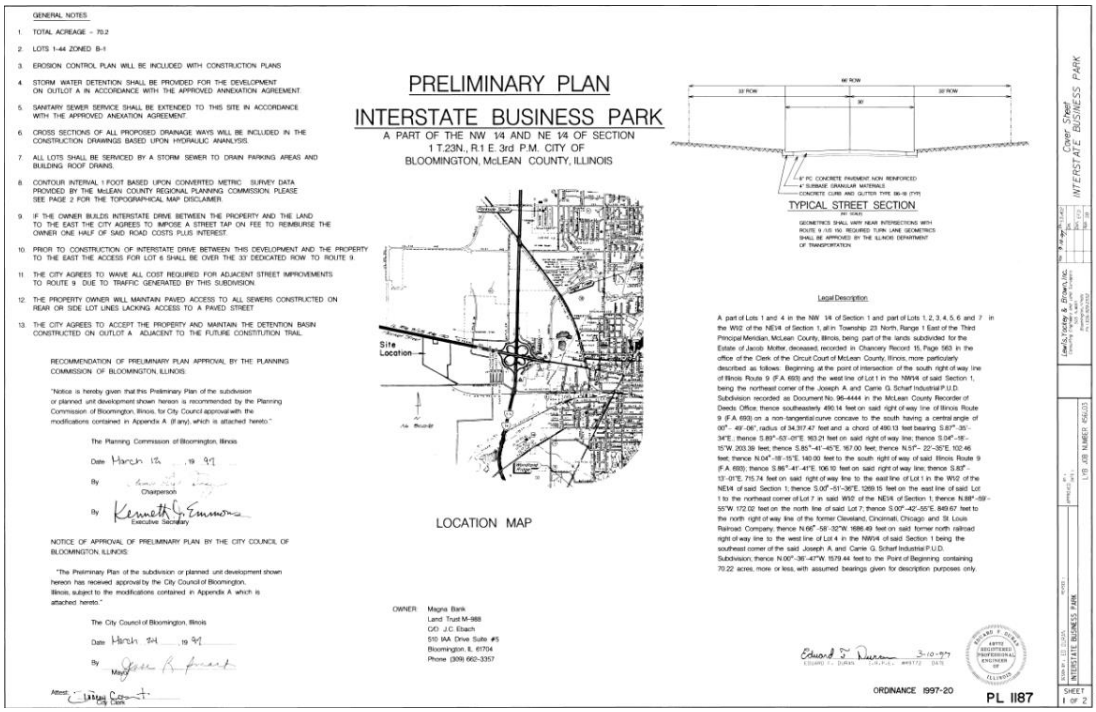


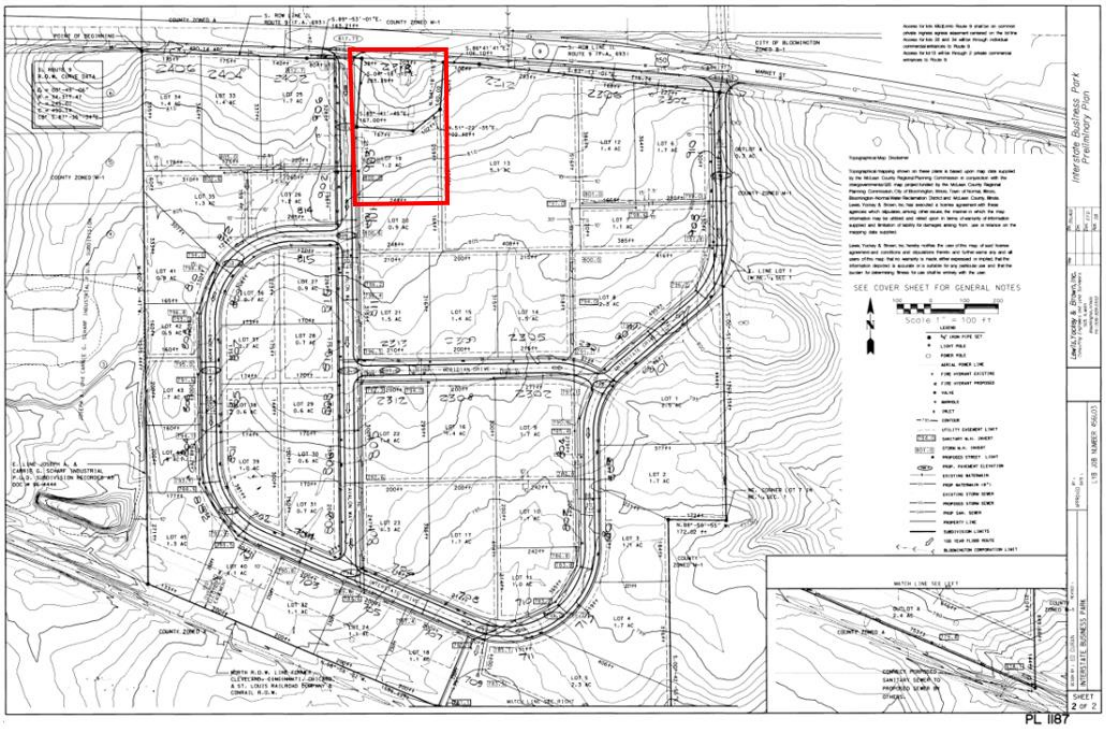


Attachment 4 – Annexation Plat

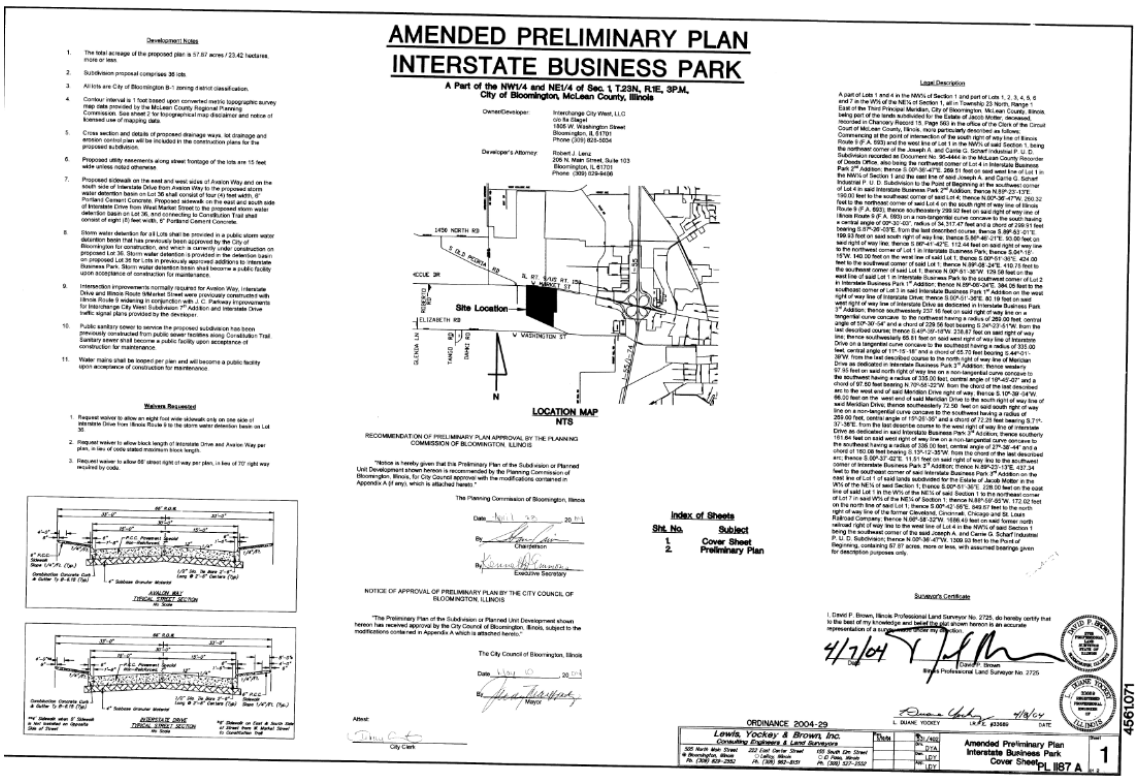


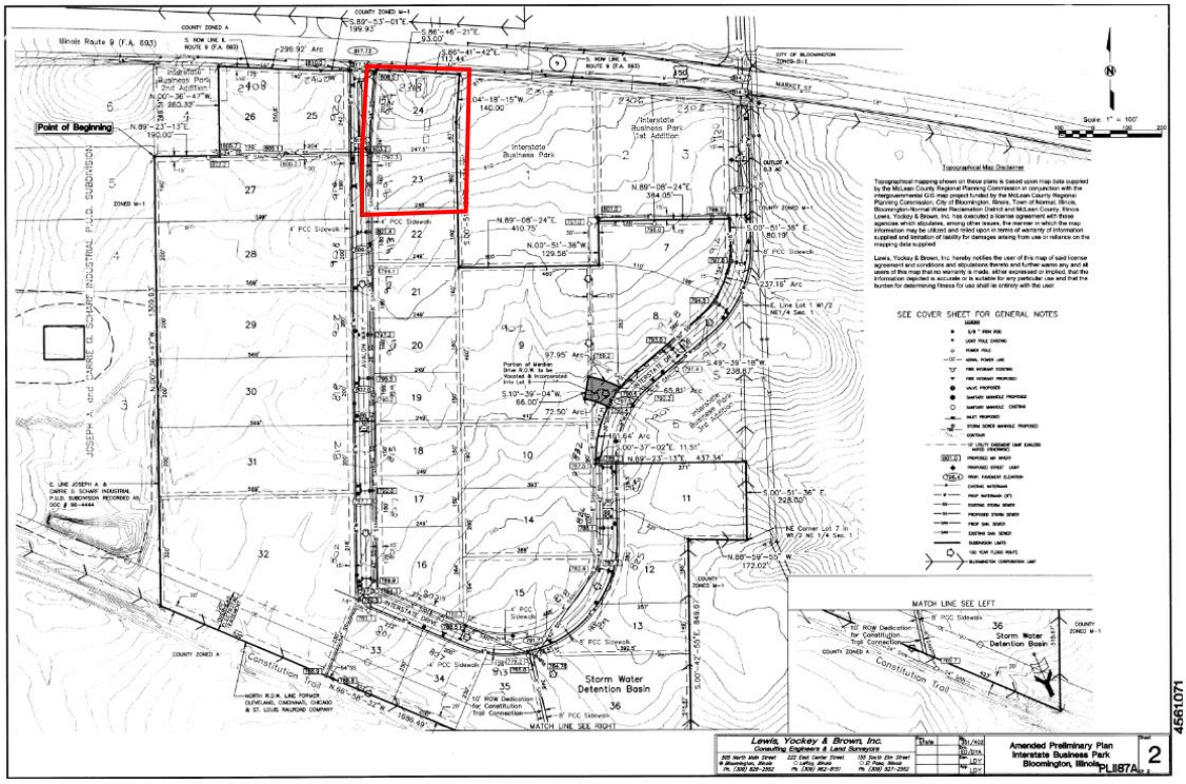
Attachment 5 – Preliminary Plan for Interstate Business Park



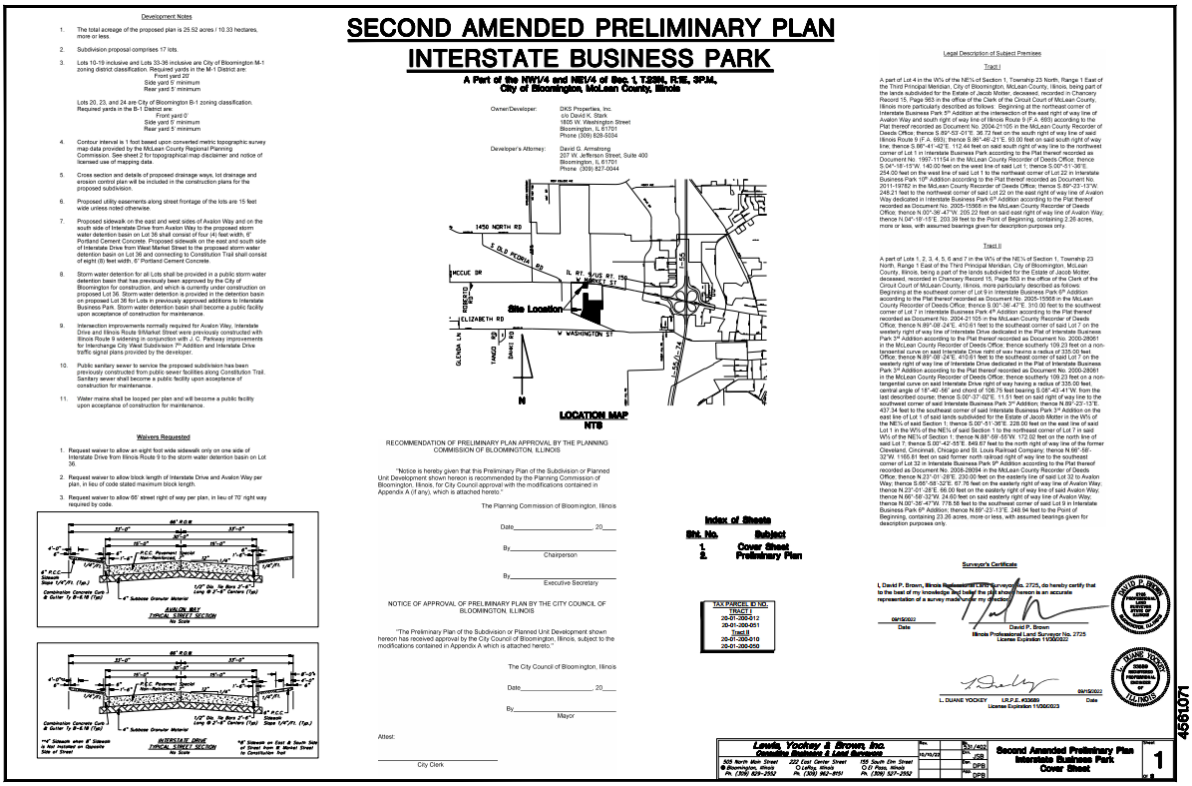


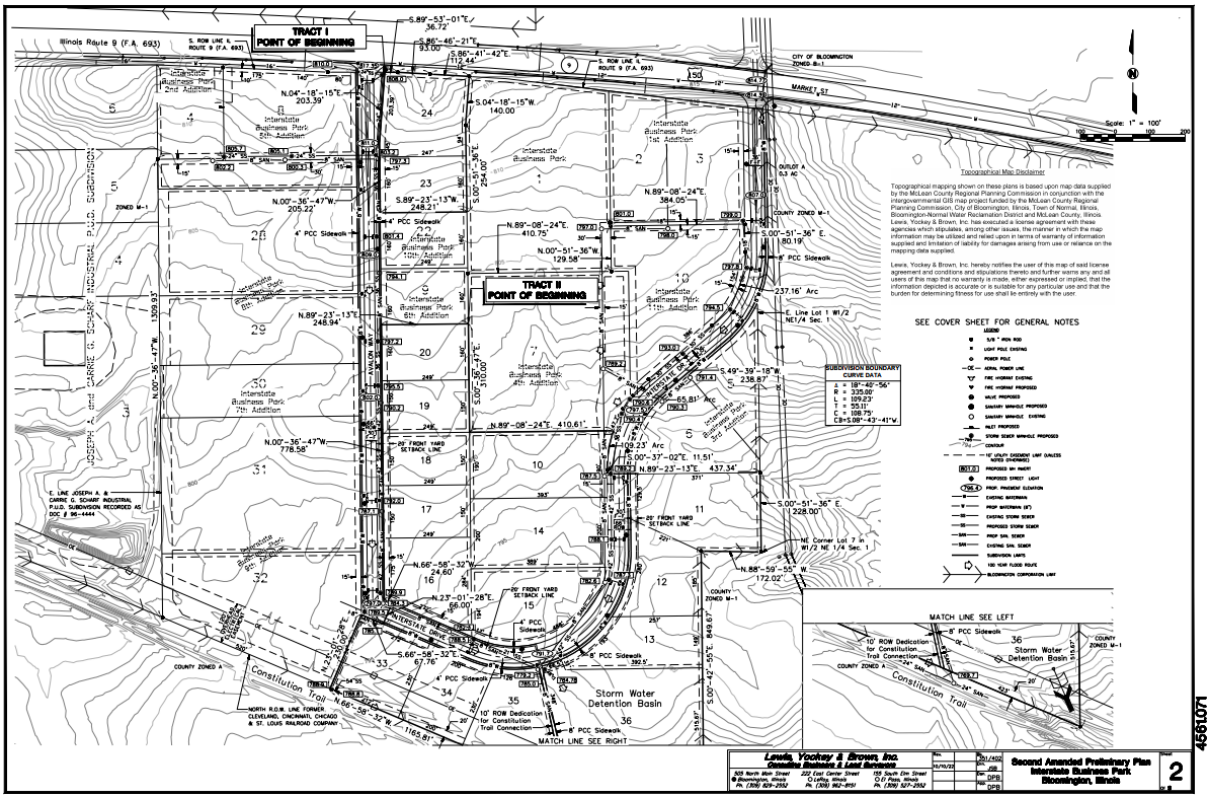
Attachment 6 – Amended (1st) Preliminary Plan for Interstate Business Park



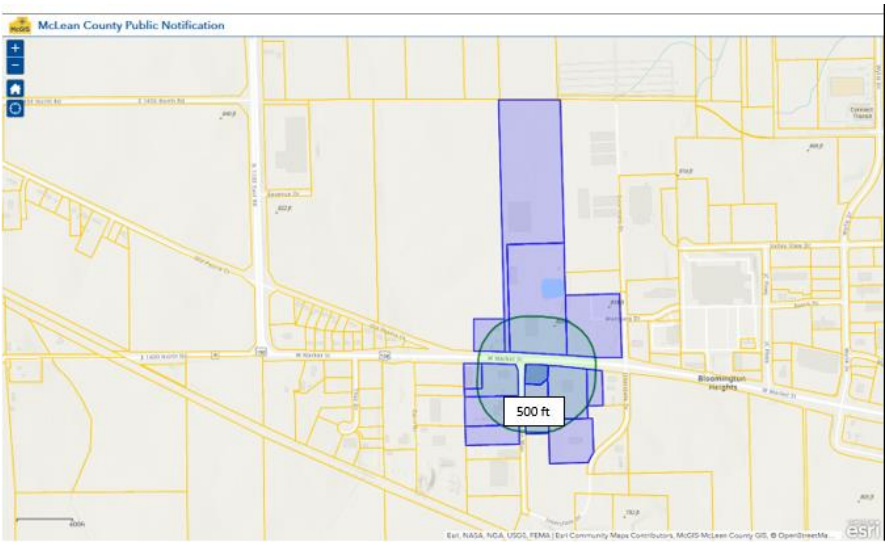


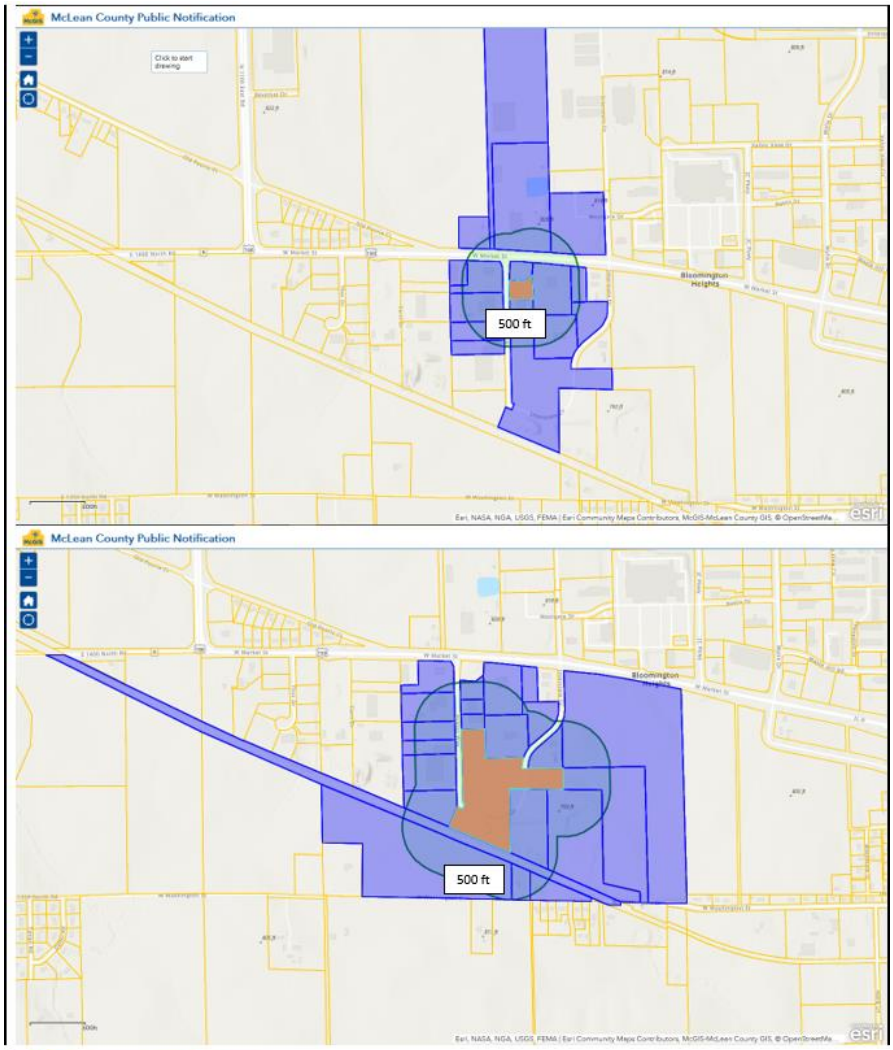
Attachment 7 – Amended (2nd) Preliminary Plan for Interstate Business Park



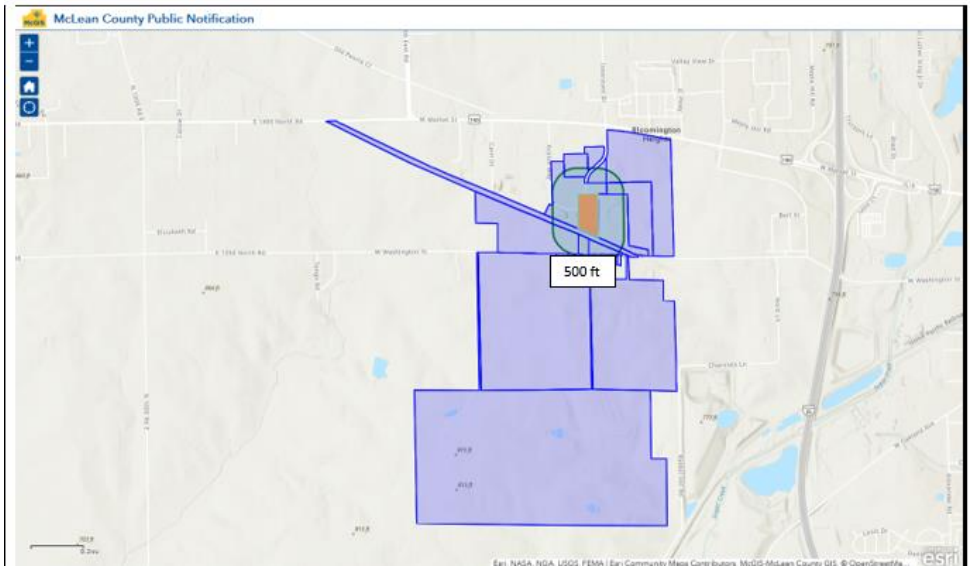


Attachment 7 – Neighborhood Notice Maps




McLean County Public Notification
500 ft

McLean County Public Notification
500 ft


McLean County Public Notification
500 ft

G. PS-04-22 Public hearing, review and action on a petition submitted by DKS Properties Inc, requesting approval of the Second Amended Preliminary Plan for Interstate Business Park for the properties generally located near the intersection of W. Market Street and Avalon Way and along Interstate Drive. PINs: 20-01-200-010, 20-01-200-012, 20-01-200-050, and 20-01-200-051.

City Staff, Mr. Wetterow presented the report with a recommendation for approval. Mr. Wetterow noted this request is linked to Case Z-12-22. In the Amended Preliminary Plan for Interstate Business Park the property associated with Case Z-12-22 was inadvertently included even though it was not part of the City. Pending approval of Case Z-12-22, this Second Amended Plan correctly identifies this property as part of the City. Additionally, preliminary plans are only valid for three (3) years based upon City Code. They can be extended through various methods, but in this instance the Amended Preliminary Plan had expired. The owner of the properties seeks to final plat portions of the properties and cannot do so without an active preliminary plan. The Second Amended Preliminary Plan would facilitate the final platting. Mr. Wetterow noted several properties have already been final plated and thus were not identified on the Second Amended Preliminary Plan, only those properties not final platted were identified. Mr. Wetterow noted the Second Amended Preliminary Plan is in compliance with the City's Comprehensive Plan. Mr. Wetterow noted the previously approved Amended Preliminary Plan did have several waivers that were approved with it. The waivers were related to right-of-way wide and location of sidewalks. The petitioner is not asking for any additional waivers but is asking for the same waivers that were previously approved. City and private infrastructure have already been installed according to the waivers approved in the Amened Preliminary Plan. Mr. Wetterow noted Public Work's staff reviewed and approved the plan as submitted and the associated waivers.

Vice-Chair Boyd opened the public hearing portion of the meeting related to this case.

David Armstrong, attorney, (207 W Jefferson, Suite 400, Bloomington, IL) spoke on behalf of the project. Mr. Armstrong noted nothing changed from the Amended Preliminary Plan to the Second Amended Preliminary Plan. The Amended Preliminary Plan had expired so to final plat some property a preliminary plan had to be reinstated. This is the purpose of the Second Amended Preliminary Plan.

There were no additional individuals present to speak in favor or opposition to the petition.

Vice-Chair Boyd closed the public hearing portion of the meeting related to this case.

Commissioner Beyer made a motion to establish findings of fact that the proposed Second Amended Preliminary Plan for Interstate Business Park conforms with the standards and purpose of the Subdivision Code and recommend approval of the petition to City Council. The motion was seconded by Commissioner Muehleck.

Vice-Chair Boyd noted he is not a fan of only having sidewalks on one side of the road but as this was already previously approved this way, he was not going to object.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

DRAFT

CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Interstate Business Park 12th Addition, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Public Works is recommending approval of the Item. The proposed final plat consists of one lot and is located on Avalon Way, south of Illinois Route 9/Market Street. The property is a part of existing Parcel Identification Number 20-01-200-050.

Tap-on fees are required as part of the final plat. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup its costs to install public infrastructure. Avalon Way was constructed adjacent to the proposed lot, and the sidewalk is the only remaining adjacent public improvement yet to be constructed. A Performance Guarantee of 110 percent of the estimated cost of the public sidewalk improvement is required. See the attached tap-on memo for additional information.

An existing sanitary sewer and manhole are located within the proposed lot. The sewer segment connects to a manhole within the Avalon Way right-of-way. The sewer is a small piece left over from the sewer installed for the proposed Meridian Drive, which was included in the original Preliminary Plan. Meridian Drive would have run from east to west to connect Avalon Way and Interstate Drive. However, Meridian Drive was removed in a subsequent Preliminary Plan Amendment after the sewer segment was already built. The developer will remove and/or abandon this sewer segment per City standards by capping the sewer at the manhole on Avalon Way.

Approval of this Final Plat is conditional upon approval of the Second Amended Preliminary Plan for Interstate Business Park, please see the separate Council memo for more information.

This area will be split zoned, B-1 (General Commercial) District and M-1 (Restricted Manufacturing) District. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: DKS Properties, Inc.

FINANCIAL IMPACT: DKS Properties, Inc., paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals 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, Civil Engineer II

ATTACHMENTS:
PW 3B Ordinance
PW 3C Final Plat
PW 3D Owners Petition
PW 3E County Clerks Certificate
PW 3F Owners Certificate
PW 3G School District Certificate
PW 3H Final Plat Checklist
PW 3I Final Plat Map
PW 3J Tap-on Memo
PW 3K Drainage Statement

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF
INTERSTATE BUSINESS PARK 12TH ADDITION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Interstate Business Park 12th Addition, dated November 8, 2022, 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 Interstate Business Park 12th Addition dated November 8, 2022, 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 $13,728.00 and Tap-on fees in the amount of $2,894.99. 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. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article 7, Section 6 of the 1970 Illinois Constitution.

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

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

PASSED this 28th day of November 2022.

APPROVED this ___ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

AVALON WAY – BLOOMINGTON ILLINOIS
SURVEYED AREA DESCRIPTION

A TRACT OF LAND BEING IN LOT 4, SITUATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, BEING PART OF THE LAND SUBDIVIDED FOR THE ESTATE OF JACOB MOTTER, DECEASED, RECORDED IN CHANCERY RECORD 15, PAGE 563 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF INTERSTATE BUSINESS PARK 6TH ADDITION, RECORDED IN FILE NUMBER 2004-15568 IN THE RECORDER'S OFFICE RECORDS OF MCLEAN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 23 MINUTES 13 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 248.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; SAID CORNER BEING ON THE WEST LINE OF LOT 7 OF INTERSTATE BUSINESS PARK 4TH ADDITION, RECORDED IN FILE NUMBER 2004-20200 IN THE MCLEAN COUNTY RECORDS; THENCE SOUTH 00 DEGREES 37 MINUTES 43 SECONDS EAST ON SAID WEST LINE, A DISTANCE OF 310.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 249.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AVALON WAY 66 FEET WIDE; THENCE NORTH 00 DEGREES 36 MINUTES 47 SECONDS WEST ON SAID RIGHT OF WAY LINE, A DISTANCE OF 311.23 TO THE POINT OF BEGINNING. CONTAINING 77,348 SQUARE FEET OR 1.78 ACRES, MORE OR LESS

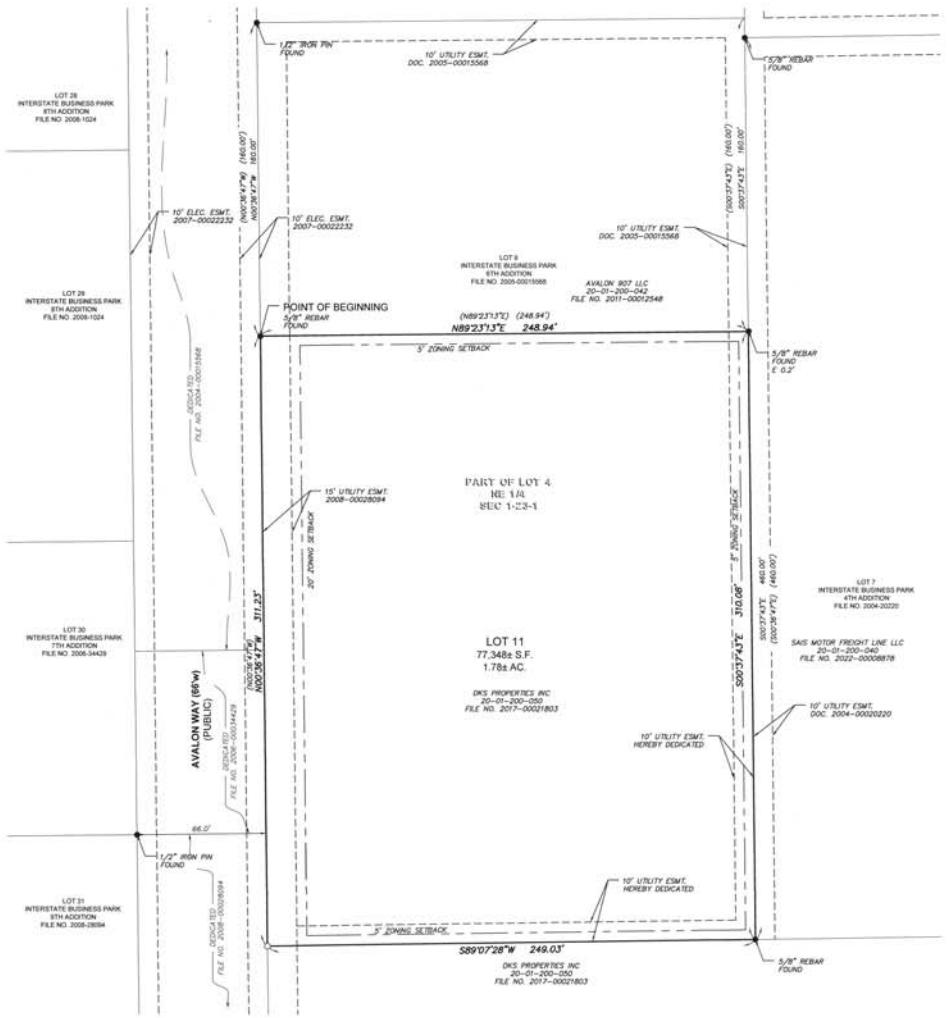
FINAL PLAT
INTERSTATE BUSINESS PARK 12TH ADDITION

PART OF LOT 4 OF THE NE 1/4 OF SECTION 1, T.23N, R.1E, 3P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

LEGEND

- IRON PIPE/REBAR/PIN FOUND
- 1/2" REBAR SET
- BOUNDARY OF SUBJECT PREMISES
- BUILDING SETBACK LINE
- EASEMENT LINE

NOTE: SURVEY IS BASED ON PROPERTY DESCRIPTION IN CORPORATE WARRANTY DEED RECORDED AS FILE NO. 2017-00021803



BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF AVALON WAY, HAVING A RECORD BEARING OF NORTH 00 DEGREES 38 MINUTES 47 SECONDS WEST.

CITY CLERKS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, LESLIE SMITH-YOCUM, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "INTERSTATE BUSINESS PARK 12TH ADDITION" PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____ 2022, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____ 2022.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, CRAIG SHONKWILER, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____, A.D. 2022

_____
CITY ENGINEER
BLOOMINGTON, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, GREGORY S. MCVICAR, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003512, DO HEREBY CERTIFY THAT I HAVE SURVEYED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON, FOR DKS PROPRETES INC, AN ILLINOIS CORPORATION, FOR THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A TRACT OF LAND BEING IN LOT 4, SITUATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, BEING PART OF THE LAND SUBDIVIDED FOR THE ESTATE OF JACOB MOTTER, DECEASED, RECORDED IN CHANCERY RECORD 15, PAGE 563 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF INTERSTATE BUSINESS PARK 6TH ADDITION, RECORDED IN FILE NUMBER 2004-15568 IN THE RECORDER'S OFFICE RECORDS OF MCLEAN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 23 MINUTES 13 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 248.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID CORNER BEING ON THE WEST LINE OF LOT 7 OF INTERSTATE BUSINESS PARK 4TH ADDITION, RECORDED IN FILE NUMBER 2004-20200 IN THE MCLEAN COUNTY RECORDS; THENCE SOUTH 00 DEGREES 37 MINUTES 43 SECONDS EAST ON SAID WEST LINE, A DISTANCE OF 310.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 249.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AVALON WAY 66 FEET WIDE; THENCE NORTH 00 DEGREES 38 MINUTES 47 SECONDS WEST ON SAID RIGHT OF WAY LINE, A DISTANCE OF 311.23 TO THE POINT OF BEGINNING. CONTAINING 77,348 SQUARE FEET OR 1.78 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO 1 LOT AS SHOWN ON THE ATTACHED PLAT.

IRON PINS IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL STREETS AND EASEMENTS DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE. SAID SUBDIVISION IS TO BE KNOWN AS INTERSTATE BUSINESS PARK 12TH ADDITION, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE CORRECTLY REPRESENTS THE ABOVE DESCRIBED PROPERTY AS SUBDIVIDED.

I FURTHER CERTIFY THAT NO PORTION OF SAID SUBDIVISION LIES WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT NO PART OF SAID HEREIN DESCRIBED SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP FOR COMMUNITY PANEL NUMBER 17041C0481 E, MAP NUMBER 17113C0481E DATED JULY 16, 2008

SHERRILL ASSOCIATES, INC

11/8/2022
DATE

GREGORY S. MCVICAR
P.L.S. 035-003512
LICENSE EXPIRATION 11/30/2022

PROFESSIONAL LAND SURVEYOR
GREGORY S. McVICAR
035-003512
EDWARDSVILLE
ILLINOIS
STATE OF ILLINOIS

N
W E
S

30' 0' 30' 60'
SCALE: 1" = 30'

Title: FINAL PLAT INTERSTATE BUSINESS PARK 12TH ADDITION BLOOMINGTON, IL

Client:

WOOD DEVARY & ARMSTRONG
207 W JEFFERSON STREET, SUITE 400
BLOOMINGTON, IL 61701
309-827-0044

SHERRILL ASSOCIATES
Surveyors – Engineers – Planners

Illinois Design Firm # 184-001238
Missouri Design Firm # 001332

316 Main Street
Edwardsville, IL 62025
TEL: (618) 656-9251

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey

NO.	DATE	REVISION
1	11/8/22	CITY COMMENTS

PROJECT NO. 22324-01
DRAWN JAC
SCALE 1"=30'
CHECKED GSM
DATE 6-30-2022

FINAL PLAT
INTERSTATE BUSINESS PARK
12TH ADDITION
BLOOMINGTON, IL

SHEET 1 OF 1

PETITON FOR APPROVAL OF EXPEDITED 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 comes DKS Properties, Inc., an Illinois Corporation, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold therein of the premises hereinafter legally describes in Exhibit A which is attached hereto and made a part hereof by this reference;

2. That your Petitioner seeks approval of the Expedited Final Plat for the subdivision of said premises to be known and described as the 12th Addition to the Interstate Business Park Subdivision.

3. That your Petitioner does not seek approval of any exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960.

4. There are no current construction plans to submit for the property and your Petitioner hereby requests waiver of a preliminary plan, submission, review and approval procedure.

Wherefore, your Petitioner respectfully requests that said Expedited Final Plat for the 12th Addition to the Interstate Business Park Subdivision submitted herewith be approved with no exemptions or variations as requested herein.

Respectfully submitted,

DKS Properties, Inc.,
An Illinois Corporation

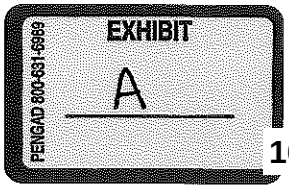
By [redacted]
David K. Stark

Title: Its President

AVALON WAY – BLOOMINGTON ILLINOIS
SURVEYED AREA DESCRIPTION

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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 25 day of Aug, 2022, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and describes in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, Mclean County, Illinois

Tax No. – 20-01-200-050

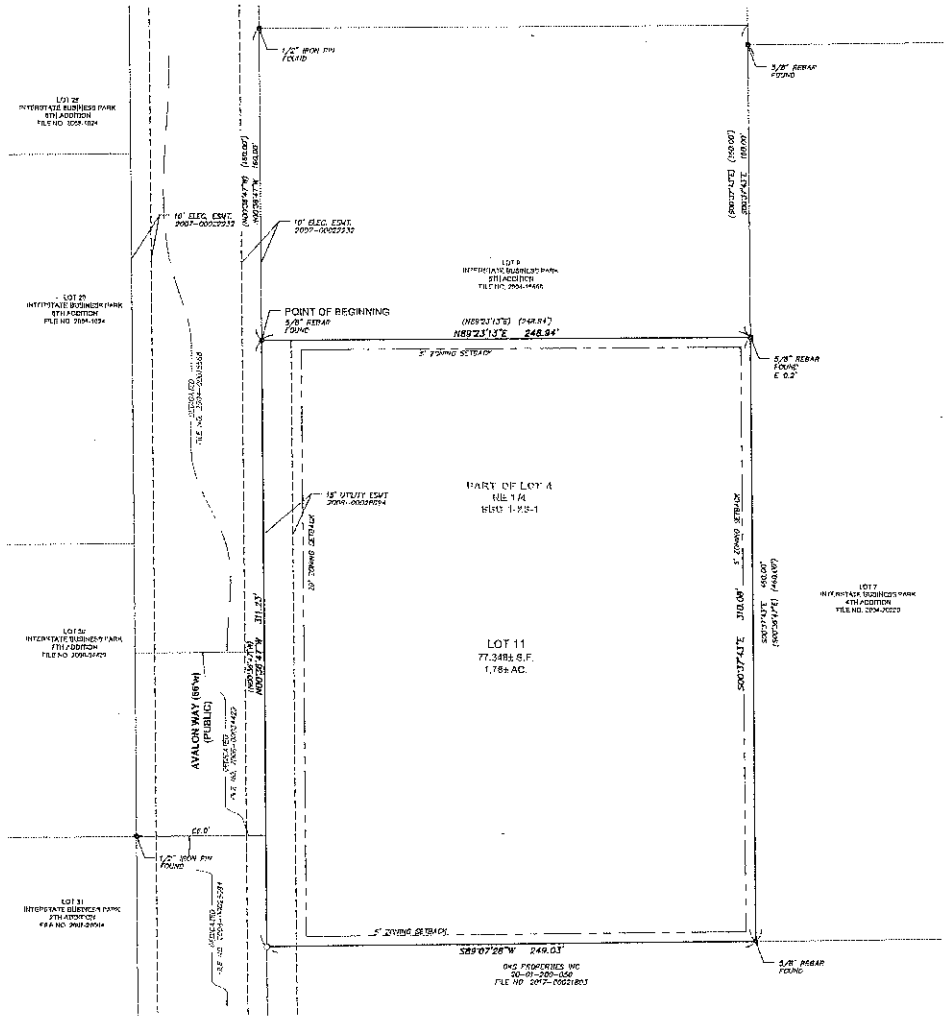
INTERSTATE BUSINESS PARK 12TH ADDITION

PART OF LOT 4 OF THE NE 1/4 OF SECTION 1, T.23N, R.1E, 3P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

LEGEND

- ● IRON PIPE/REBAR/P.K. FOUND
- ○ 1/2" REBAR SET
- ——— BOUNDARY OF SUBJECT PREMISES
- — — — — BUILDING SETBACK LINE
- – – – – – EASEMENT LINE

NOTE: SURVEY IS BASED ON PROPERTY DESCRIPTION IN CORPORATE WARRANTY DEED RECORDED AS FILE NO. 2017-00021803


1/2" IRON PIN FOUND
5/8" REBAR FOUND
LOT 29 INTERSTATE BUSINESS PARK 5TH ADDITION FILE NO. 1059-1824
10' ELEC. ESMT. 2007-00022232
LOT 9 INTERSTATE BUSINESS PARK 5TH ADDITION FILE NO. 2004-14466
LOT 28 INTERSTATE BUSINESS PARK 5TH ADDITION FILE NO. 2004-1034
POINT OF BEGINNING
5/8" REBAR FOUND
(N89°01'13"E (248.94')
N89°23'13"E 248.94'
5/8" REBAR FOUND E 0.2'
5' ZONING SETBACK
15' UTILITY ESMT 2004-00038094
PART OF LOT 4 NE 1/4 SEC 1-23-1
LOT 11 77,348± S.F. 1.78± AC.
LOT 7 INTERSTATE BUSINESS PARK 4TH ADDITION FILE NO. 2004-30229
LOT 30 INTERSTATE BUSINESS PARK 5TH ADDITION FILE NO. 2004-34429
AVALON WAY (66') (PUBLIC)
EX. 33' R.O.W. (PER 2007-00022232)
EX. 33' R.O.W. (PER 1059-1824)
EX. 33' R.O.W. (PER 2004-1034)
EX. 33' R.O.W. (PER 2004-34429)
EX. 33' R.O.W. (PER 2004-30229)
EX. 33' R.O.W. (PER 2004-14466

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of the 12th Addition to the Interstate Business Park Subdivision to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of the 12th Addition to the Interstate Business Park Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Greg McVicar Registered Illinois Land Surveyor Number 035-003512; and the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat).

IN WITNESS WHEREOF, it has hereunto set it hand and affixed our seals this 11th day of August, 2022.

DKS Properties, Inc.,
an Illinois Corporation

[redacted]

By: David K. Stark, its President

State of Illinois)
)ss.
County of McLean)

I, Karlene Dryer, a Notary Public in and for the county and State aforesaid, do hereby certify that David K. Stark, President of DKS Properties, Inc., an Illinois Corporation, personally known to be the same person whose name is subscribed to foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 11th day of August, 2022.

"OFFICIAL SEAL"
KARLENE DRYER
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR. 9, 2026

Karlene Dryer
Notary Public

My commission expires 3/09/2026.

SCHOOL DISTRICT CERTIFICATE

There IS TO CERTIFY THAT I, David K. Stark, as President of DKS Properties, Inc. as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the 12th Addition to the Interstate Business Park Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

Dated this 11th day of August, 2022.

[redacted] President

Owner/Developer

State of Illinois)
)ss.
County of McLean)

I, Karlene Dryer, a Notary Public in and for the county and State aforesaid, do hereby certify that David K Stark personally known to be the same person whose name is subscribed to foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 11th day of August, 2022.

Karlene Dryer
Notary Public

My commission expires 3/09/2026.

"OFFICIAL SEAL"
KARLENE DRYER
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR. 9, 2026

DKS Properties, Inc. (Interstate Business Park 12th Add.)

Date Prepared: 11/9/2022

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

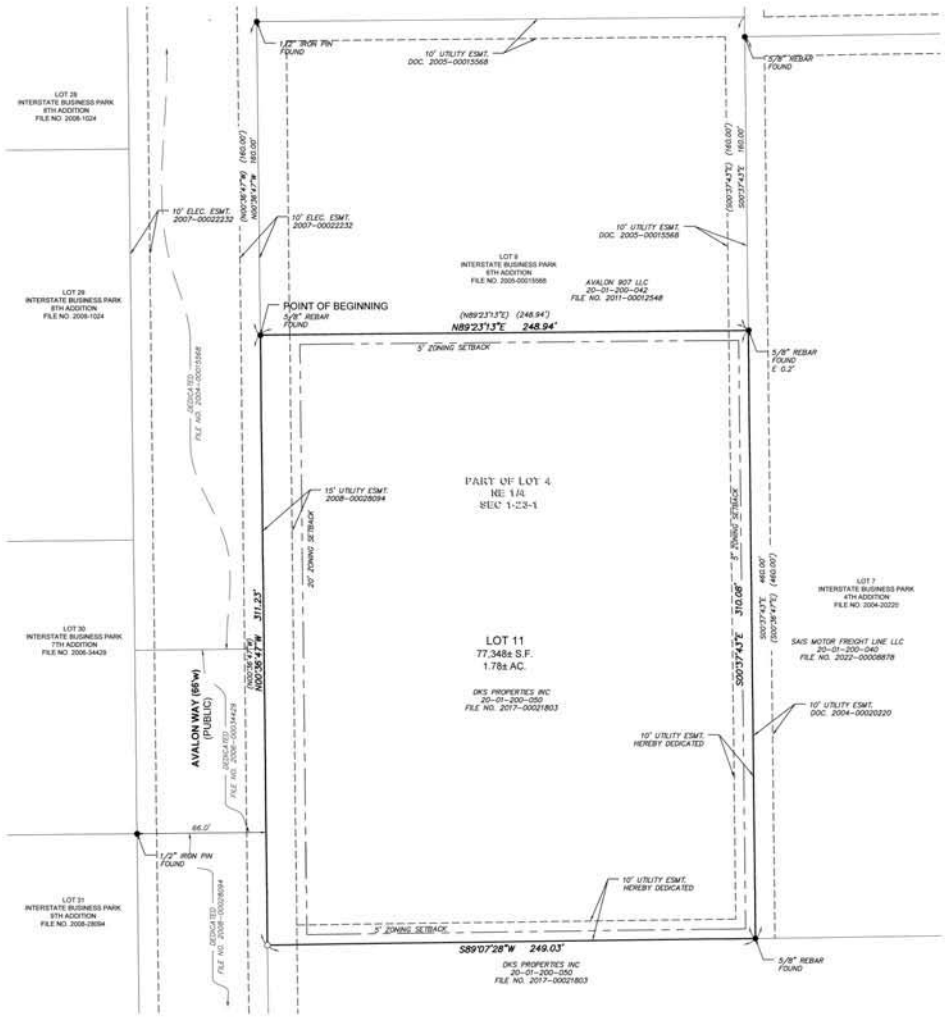
FINAL PLAT
INTERSTATE BUSINESS PARK 12TH ADDITION

PART OF LOT 4 OF THE NE 1/4 OF SECTION 1, T.23N, R.1E, 3P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

LEGEND

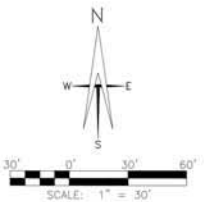
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- EASEMENT LINE

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BASIS OF BEARING

BEARINGS ARE BASED ON THE EASTERLY LINE OF AVALON WAY, HAVING A RECORD BEARING OF NORTH 00 DEGREES 36 MINUTES 47 SECONDS WEST.



CITY CLERKS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, LESLIE SMITH-YOCUM, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "INTERSTATE BUSINESS PARK 12TH ADDITION" PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2022, BY AN AFFIRMATIVE VOTE OF THE _____ MAJORITY OF ALL MEMBERS OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, 2022.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, CRAIG SHONKWILER, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____, A.D. 2022

_____
CITY ENGINEER
BLOOMINGTON, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, GREGORY S. MCVICAR, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003512, DO HEREBY CERTIFY THAT I HAVE SURVEYED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON, FOR DKS PROPRETES INC, AN ILLINOIS CORPORATION, FOR THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A TRACT OF LAND BEING IN LOT 4, SITUATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, BEING PART OF THE LAND SUBDIVIDED FOR THE ESTATE OF JACOB MOTTER, DECEASED, RECORDED IN CHANCERY RECORD 15, PAGE 563 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF INTERSTATE BUSINESS PARK 6TH ADDITION, RECORDED IN FILE NUMBER 2004-15568 IN THE RECORDER'S OFFICE RECORDS OF MCLEAN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 23 MINUTES 13 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 248.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID CORNER BEING ON THE WEST LINE OF LOT 7 OF INTERSTATE BUSINESS PARK 4TH ADDITION, RECORDED IN FILE NUMBER 2004-20200 IN THE MCLEAN COUNTY RECORDS; THENCE SOUTH 00 DEGREES 37 MINUTES 43 SECONDS EAST ON SAID WEST LINE, A DISTANCE OF 310.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 249.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AVALON WAY 66 FEET WIDE; THENCE NORTH 00 DEGREES 36 MINUTES 47 SECONDS WEST ON SAID RIGHT OF WAY LINE, A DISTANCE OF 311.23 TO THE POINT OF BEGINNING. CONTAINING 77,348 SQUARE FEET OR 1.78 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO 1 LOT AS SHOWN ON THE ATTACHED PLAT.

IRON PINS IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL STREETS AND EASEMENTS DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE. SAID SUBDIVISION IS TO BE KNOWN AS INTERSTATE BUSINESS PARK 12TH ADDITION, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE CORRECTLY REPRESENTS THE ABOVE DESCRIBED PROPERTY AS SUBDIVIDED.

I FURTHER CERTIFY THAT NO PORTION OF SAID SUBDIVISION LIES WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT NO PART OF SAID HEREIN DESCRIBED SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP FOR COMMUNITY PANEL NUMBER 17043C 0481 E, MAP NUMBER 17113C0481E DATED JULY 16, 2008

SHERRILL ASSOCIATES, INC

11/8/2022
DATE

GREGORY S. MCVICAR
P.L.S. 035-003512
LICENSE EXPIRATION 11/30/2022

PROFESSIONAL LAND SURVEYOR
GREGORY S. McVICAR
035-003512
EDWARDSVILLE, ILLINOIS
STATE OF ILLINOIS

Title: FINAL PLAT INTERSTATE BUSINESS PARK 12TH ADDITION BLOOMINGTON, IL

Client:

WOOD DEVARY & ARMSTRONG
207 W JEFFERSON STREET, SUITE 400
BLOOMINGTON, IL 61701
309-827-0044

SHERRILL ASSOCIATES
Surveyors – Engineers – Planners

Illinois Design Firm # 184-001238
Missouri Design Firm # 001332

316 Main Street
Edwardsville, IL 62025
TEL: (618) 656-9251

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey

NO.	DATE	REVISION
1	11/8/22	CITY COMMENTS

PROJECT NO. 22324-01
DRAWN JAC | SCALE 1"=30'
CHECKED GSM | DATE 6-30-2022

FINAL PLAT
INTERSTATE BUSINESS PARK
12TH ADDITION
BLOOMINGTON, IL

SHEET 1 OF 1

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

November 11, 2022

To: Glen Wetterow, City Planner
From: Steven J. Law, P.E.
Subject: DKS Properties, Inc.
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap-On fees required from the developer before releasing for recording the final plat: ***Interstate Business Park 12th Addition***. The final plat will be considered for approval by the City Council at the November 28, 2022 meeting.

A. Performance Guarantee:

110% of all uncompleted public improvement construction costs:	$13,728.00
Total Bond Amount Required	$13,728.00

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

B: Tap-On Fees:

The following tap-on fees are due per the October 9, 1995 Annexation Agreement with the McLean County Farm Bureau, McLean County Land Trust M988, Hayden Farm Land Development, LLC, and ILLICO, Inc.:

		Code	***Principal***	***Interest***	***Total***
1	Washington St. W. Trunk Sew.	51101100-57320	$1,499.15	$1,395.84	$2,894.99
2	Route 9 Watermain	50100120-57320	$0.00	$0.00	$0.00
				TOTAL TAP-ON FEES:	**$2,894.99**

Subdivision Area: 1.78 ac.
Frontage IL Rte. 9: 0 ft.

1) Washington St. West Trunk Sewer: $842.22/ac + 6% simple interest from 10/95 (used CPI)
2) Rte. 9 Watermain: $15.00/lf + 6% interest from 10/95

C: Guarantee Substandard Street Improvement:

This subdivision is not adjacent to a street previously improved with public funds and therefore, a Substandard Street Improvement fee is not required.

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

DRAINAGE ACKNOWLEDGEMENT

L. Duane Yockey, Licensed Professional Engineer, and DKS Properties, Inc., being the owners of the premises heretofore platted by Gregory S. McVicar, Illinois Professional Land Surveyor No. 3512 to be and become Interstate Business Park 12th Addition 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 Lot is within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.

[redacted]

Licensed Professional Engineer

OWNER(S): DKS Properties, Inc.

BY: [redacted]

David K. Stark
President

CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Approving a Lease Extension Agreement Between the City of Bloomington and the United States Postal Service Substation for the Postal Substation Located at 400 N. Center Street in the Market Street Parking Garage for the Term of 12/01/2022-12/31/2024, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The United States Postal Service (USPS) has requested to extend the current lease for the postal substation located at 400 North Center Street in the Market Street Garage for an additional two (2) years. USPS has leased this space since 1976. This high-use substation serves Downtown businesses and area residents by offering a convenient location to purchase postage for personal and business mail, ship packages, and receive mail via onsite PO Boxes. The current hours of operation are Monday through Friday, 9:00 a.m. – 4:30 p.m. While USPS has closed many post offices across the country in recent years, including many downtown post offices in communities of all sizes, the Postal Service's desire to retain the Market Street Garage substation in Bloomington should be viewed as an indicator of the vitality of Bloomington's Downtown. The continuation of the City's partnership with USPS will assist in the retention and attraction of businesses and residents to the Downtown area. The current lease expires November 30, 2022. The term of the new lease will begin December 1, 2022 and terminate on December 31, 2024. Prior renewals with USPS have typically been for five years, but the two-year renewal is being pursued due to the anticipated repurposing of the Market Street garage. The ongoing assessment of Downtown, evaluation of Connect Transit's use of the site for a transfer station, and development of plans for this location should be complete within these two years. During this period, City staff will work with USPS to encourage the ongoing presence of a postal station in the Downtown.

The special provisions of the lease extension remain unchanged and are summarized below:

- USPS may not sublet any part of the premises or assign the lease without the prior written consent of the City (such consent shall not be unreasonably withheld).
- The City shall not be responsible for rebuilding the facility if damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or otherwise (the City is only responsible for maintenance, repair, or replacement as provided in the lease).

- USPS shall pay for all recurring water and sewer bills during the continuance of the lease (provided the City furnishes the appropriate systems in good working order).

The annual rental rate for the new lease is $15,316.65 to be paid in equal installments at the end of each calendar month. This rate is equivalent to $10.52 per square foot which is comparable to the price per square foot for other commercial properties in the Downtown area and across the City according to a recent commercial real estate market survey conducted by the Bloomington-Normal Economic Development Council (BNEDC). Over the proposed two-year lease, the City will earn $31,909.69 which will be deposited in the "Parking-Property and Facilities Rental Fees" account to support the maintenance of the City's parking facilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: USPS

FINANCIAL IMPACT: If the extension of the agreement is approved, the lease fee of $15,316.65 annually ($1,276.39 monthly) will be deposited into Parking-Property and Facilities Rental Fees account (10015490-54430). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 283.

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 D-1. Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
PW 1B Ordinance

ORDINANCE NO. 2022 - ___

AN ORDINANCE AUTHORIZING A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE UNITED STATES POSTAL SERVICE FOR THE POSTAL SUBSTATION LOCATED AT 400 N. CENTER STREET IN THE MARKET STREET PARKING GARAGE FOR THE TERM OF 12/01/2022 – 12/31/2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section 1. That the proposed Lease Extension Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage is approved and the City Manager and City Clerk are authorized to execute said Lease Extension Agreement and any related documents.

Section 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 4. This Ordinance shall be effective immediately after the date of its publication as required by law.

Section 5. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022), as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance 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 1997, the Bloomington Fire Department joined the Mutual Aid Box Alarm System (MABAS). MABAS is a statewide mutual aid system. This system provides the ability for the Fire Department to receive or give aid to or from departments throughout the State of Illinois in the event of a large incident or disaster. MABAS also is a supporting agency for specialty teams throughout the State, they have supported the City's Hazardous Materials Team by supplying equipment and supplies to the team from funds they receive from the Illinois Terrorism Task Force.

The MABAS organization has grown and is now in several states, including Indiana, Wisconsin, Minnesota, Michigan, Iowa, Ohio and Missouri. Due to the growth into other states, MABAS had to update the Master Agreement, previously drafted in 1988, and all departments who participate in the MABAS Organization have been asked to agree and sign. The new Master Agreement includes updated language for providing aid between states.

The Fire Department is requesting that the Master Agreement be approved, and resolution passed, as we feel belonging to this organization is a benefit to the city.

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 Ordinance MABAS Master Agreement - 2022
Fire 1C Exhibit A - MABAS New Master Agreement

ORDINANCE NO. 2022-___

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform

any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the corporate authorities of the City have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

Section 1. That the recitals set forth above are incorporated here by reference.

Section 2. That the Mutual Aid Box Alarm System Master Agreement (approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

Section 3. All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

Section 4. This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk



MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT

As Approved by the MABAS Executive Board:
October 19, 2022

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.

2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
   A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
   B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
   C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
   D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
   E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
   F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

G. "**Chapter President**" means a person elected as the President of each state Chapter;

H. "**Chief Officer**" means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.

I. "**Council of Chapter Presidents**" means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.

J. "**Disaster**" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.

K. "**Division**" means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.

L. "**Emergency**" means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.

M. "**Emergency Responder**" includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.

N. "**Emergency Services**" means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.

O. "**Incident Commander**" is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

P. "**Incident Command System**" means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Q. "**MABAS**" means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.

R. "**Mutual Aid**" is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.

S. "**Requesting Unit**" means any Unit requesting assistance of another Unit under this Agreement.

T. "**Serious Threats to Public Health and Safety**" means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.

U. "**Training**" means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.

V. "Unit" (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: $1,000,000 combined single limit
General Liability: $1,000,000 per occurrence
Emergency Medical Service Professional Liability: $1,000,000 per occurrence
Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.

B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.

C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.

I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.

J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____ _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By:_____

Title:_____

Attest:_____

Title:_____

CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 16, Article IV of the Bloomington City Code Regarding Entertainment Facility Contracts, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: In May of 2021, after the City no longer had a third-party company booking events and managing the Arena, the City Council added provisions to the City Code authorizing the City Manager to approve various contracts related to the operation of both the Arena and the Bloomington Center for the Performing Arts (BCPA). It is common in the entertainment industry for entertainers to require a guaranteed amount for their performance. At the time, City staff recommended authority for performance guarantees up to $250,000. Through a combination of getting the newly created City Arts & Entertainment Department staffed and the re-emergence of concert events after the pandemic, it has become evident that some desired events may need higher guarantees. Accordingly, City staff are recommending the performance guarantee limitation be raised to $400,000.

As City staff attempts to make the Arena and BCPA more profitable and to best cover expenses, raising this limitation will help attract events with the idea that the City will aim to make-up revenues in other areas like advertising, ticket sales, food and beverage, and merchandising.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: No material financial impact is projected by this Code change. While any agreement or contract with a performer must ultimately be covered by the City budget, a careful analysis and projections will be made prior to any engagements to ensure, as much as feasible possible, that that the event is projected to either make money for the City, break even, or bring a bountiful economic development opportunity.

Artist Fees-Expenses included in the FY 2023 Budget under the BCPA-Artist Fees Account (10014125-70218-20000). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 199. They are covered for the Arena-Talent Fees Account (57107120-70227). Stakeholders can locate this in the FY 2023 Budget Book 2 titled "Other Funds & Capital Improvement" on page 189.

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: Anthony Nelson, Zoo Business Manager

ATTACHMENTS:
ARTS 1B Ordinance - Entertainment Facilities Contract Amendment

ORDINANCE NO. 2022-___

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE IV OF THE BLOOMINGTON CITY CODE REGARDING ENTERTAINMENT FACILITY CONTRACTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section 1. That Chapter 16, Section 16-404 (B) and (C) of the Bloomington City Code, 1960, as amended, shall be amended as follows:

B. The City Manager is authorized to approve contracts and agreements in relation to usage of the Arena, as set forth herein, including but not limited to performances, events, sponsorships, rentals, and advertising. Any agreements and/or contracts that provide for an expenditure by the City must be within the approved City budget for the operation of the Arena. In relation to performer or event contracts, if the agreement or contract price is based on ticket sales or other revenues anticipated to be generated, the potential expenses and/or costs associated with the contract/agreement must be able to be covered by the City budget ~~the projected loss may not exceed the amounts approved in the City budget~~. If the agreement or contract contains a guarantee of ~~$250,000~~ $400,000 or more, the authorization to approve the agreement or contract must first be approved by resolution of the City Council. Agreements that relate to renting or leasing of space within the Arena, not related to a performance, event, or sponsorship (i.e., seating, boxes and signage), that exceed two years must be approved by the City Council. Agreements with any tenant sporting teams, including but not limited to hockey, must be approved by the City Council.

C. The City Manager is authorized to approve contracts and agreements in relation to usage of the BCPA, as set forth herein, including but not limited to performances, events, sponsorships, rentals, and advertising. Any agreements and/or contracts that provide for an expenditure by the City must be within the approved City budget for the operation of the BCPA. In relation to performer or event contracts, if the agreement or contract price is based on ticket sales or other revenues anticipated to be generated, the potential expenses and/or costs associated with the contract/agreement must be able to be covered by the City budget ~~the projected loss may not exceed the amounts approved in the City budget~~. If the agreement or contract contains a guarantee of $75,000 or more, the authorization to approve the agreement or contract must first be approved by resolution of the City Council. Agreements that relate to renting or leasing of space within the BCPA, not related to a performance, event, or sponsorship (i.e., seating, boxes, and signage), that exceed two years must be approved by the City Council.

Section 2. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

Section 3. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

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

PASSED this 28th day of November 2022.

APPROVED this _____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve an Ordinance Amending Chapter 39 of the Bloomington City Code Combining the Short-Term Rental Tax into the Hotel Tax, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance to be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The City has had a tax on hotel and motel rooms since 2003. There has also been a tax on the rental of short-term rental units since 2019. Each tax is 6%. The proposed Ordinance consolidates the two mentioned ordinances and clarifies confusion on the part of some third-party arrangers of hotel and/or short-term rental accommodations that they are required to comply with the tax. The amendment is based on similar ordinances in municipalities throughout the State that have similar combined ordinances that require third parties to pay the tax on rentals they arrange. Under the proposed Ordinance, the changes will be effective January 1, 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The proposed Ordinance reflects changes suggested by Airbnb, one of the facilitators defined in the amended Ordinance.

FINANCIAL IMPACT: No financial impact result as this is an Ordinance Amending Chapter 39 of the Bloomington City Code Combining the Short-Term Rental Tax into the Hotel Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-2.1h (Identify and remove barriers to establishing startup businesses within the City. Create a panel of local entrepreneurs and City staff to identify barriers in the licensing and permitting processes. City of Bloomington, short-medium) and ED-4. (Enhance the image of Bloomington as a business friendly community).

Respectfully submitted for consideration.

Prepared by: George Boyle, Assistant Corporation Counsel

ATTACHMENTS:

LGL 2B Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE AMENDING CHAPTER 39 OF THE BLOOMINGTON CITY CODE COMBINING THE SHORT-TERM RENTAL TAX INTO THE HOTEL TAX

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation, including imposing a use tax on the privilege of renting a hotel, motel, or other overnight lodging accommodations for a period of not more than thirty (30) consecutive days; and

WHEREAS, the City has adopted an ordinance which provides for a use tax for the privilege of renting a hotel, motel, or other overnight lodging accommodations for a period of not more than thirty consecutive days; and

WHEREAS, the City Council deems it necessary and appropriate to amend the Bloomington City Code to clarify the application of the City's Hotel/Motel Use Tax as applying to persons who act as facilitators and/or brokers who arrange hotel, motel, and other overnight lodging accommodations for guests on behalf of persons who own or operate hotels, motels, or other lodging accommodations, including short-term rental units.

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

Section 1. The above recitals are incorporated into this ordinance as though fully set forth herein.

Section 2. Bloomington City Code Chapter 39, "Taxation," Article VIII, "Hotel/Motel Use Tax," shall be and hereby is amended as set forth in Exhibit A, with strike-through words representing language to be deleted and underlined words representing language to be added.

Section 3. Bloomington City Code is further amended by the deletion of Chapter 39, Article XX in its entirety.

Section 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

Section 5. 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 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 7. This ordinance shall become effective on January 1, 2023, at least 10 days after its publication as required by law.

Section 8. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of November 2022

APPROVED this ___ day of November 2022

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 39-801. [Ch. 39, Sec. 25] Definitions.

For the purpose of this ~~ordinance~~ Article, whenever any of the following words, terms, or definitions are used herein, they shall have the meaning ascribed to them in this section:

FACILITATOR - Means any person who provides a means through which a person, owner, operator, or operator's agent may offer a hotel room or motel room for rent, regardless of whether the rental or leasing charge is transferred through or processed by such facilitator, or by a separate entity.

HOTEL ROOM or MOTEL ROOM — Means a room within a structure kept, used or maintained, offered, advertised or held out to the public to be an inn, motel, hotel, apartment hotel, short term residential unit, lodging house, or other place where sleeping or rooming accommodations are furnished for lease or rent, whether with or without meals. One room offered for rental with or without an adjoining bath shall be considered as a single hotel or motel room. ~~The number of hotel or motel rooms within a suite shall be computed on the basis of those rooms utilized for the purpose of sleeping.~~

OWNER/OPERATOR - Any person having an ownership interest in, or conducting the operation of, a hotel or motel room, or receiving the consideration for the rental of such hotel or motel room.

PERSON — Any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, ~~agency~~ agent, government corporation, municipal corporation, district or other political subdivision, contractor, supplied, vendor, vendee, operator, user or owner, or any officers, agents, employees or other representative, acting either for himself/herself/themself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular, plural, or non-binary is included in any circumstance.

SHORT-TERM RESIDENTAL UNIT - All or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than 30 days.

§ 39-802. [Ch. 39, Sec. 26] Tax.

A. There is hereby levied and imposed a tax of 6% of the rent charged for the privilege and use of renting a hotel or motel room within the City of Bloomington for each twenty-four-hour period or any portion thereof for which a daily room charge is made; provided, however, that the tax shall not be levied and imposed upon any person who rents a hotel or motel room for more than 30 consecutive days or to a person who works and lives in the same hotel or motel.

B. The ultimate incidence of and liability for payment of said tax is to be borne by the person who seeks the privilege of occupying the hotel or motel room, or who pays for said room, said person hereinafter referred to as "Renter."

C. The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, operator, or facilitator of every hotel or motel to secure said tax from the renter of the motel or hotel room and to pay over to the ~~City Treasurer~~ Finance Department said tax under procedures prescribed by the ~~City Treasurer~~ Finance Department, or as otherwise provided in this ~~ordinance~~ Article.

D. Every person required to collect the tax levied by this Article shall secure said tax from the renter at the time they collect the rental payment for the hotel or motel room. Upon the invoice receipt or other statement or memorandum of the rent given to the renter at the time of payment, the amount due under the tax provided in this ~~ordinance~~ Article shall be stated separately on said documents.

§ 39-803. [Ch. 39, Sec. 27] Books and records.

The ~~City Treasurer~~ Finance Director, or his authorized representative, may enter the premises of any hotel or motel for inspection and examination of books and records in order to effectuate the proper administration of this ~~ordinance~~ Article, and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the ~~City Treasurer~~ Finance Director or his authorized deputy or representative in the discharge of his duties in the performance and enforcement of this ~~ordinance~~ Article. It shall be the duty of every owner, operator, or facilitator to keep accurate and complete books and records to which the ~~City Treasurer~~ Finance Director~~,~~ or his authorized representative, shall at all times have full access, which records shall include a daily sheet showing: (1) the number of hotel or motel rooms rented during the twenty-four hour period, including multiple rentals of the same hotel or motel room where such shall occur, and (2) the actual hotel or motel tax receipts collected for the date in question.

§ 39-804. [Ch. 39, Sec. 28] Transmittal of tax revenue.

The owner, operator, or facilitator of each hotel or motel room within the City of Bloomington shall file tax returns showing tax receipts received with respect to each hotel and motel room during each calendar month commencing on the first day of every month and for each successive calendar month thereafter. The returns shall be due on or before the 25th day of the calendar month succeeding the end of the monthly filing period and the returns shall indicate for what period the return is to be filed; i.e., return for January tax receipts is due on or before the 25th day of February.

B. The first taxing period for the purpose of this amended ordinance shall be January 1, 2023, and the tax return payment for such period shall be due on or before the 25th day of February, 2023.

C. The owner, operators, or facilitators filing tax returns will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and remitted to the department.

§ 39-805. [Ch. 39, Sec. 29] Collection.

Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.

§ 39-806. [Ch. 39, Sec. 30] Proceeds of tax and fines.

All proceeds resulting from the imposition of the tax under this ~~ordinance~~ Article, including penalties, shall be transferred to the City General Fund to be retained until lawfully appropriated and expended by ordinance by the City Council of the City of Bloomington.

§ 39-807. [Ch. 39, Sec. 31] Penalties.

Any person found to have violated this article through failing to pay, collect, remit, or report the hotel or motel tax or who otherwise fails to comply with the requirements of this Article shall be punished by a fine of not less than $100 and not more than $500 for each violation.

Each day upon which a tax remains unpaid after it is due shall be considered a separate violation.

§ 39-808. [Ch. 39, Sec. 32] Severability.

If any provision of this ~~ordinance~~ Article, or the application thereof to any person or circumstances, is held invalid, the remainder of this ~~ordinance~~ Article and the application of such provisions to other persons or circumstances shall not be affected thereby.

§ 39-809. [Ch. 39, Sec. 33] Rules and regulations.

The Finance Director is authorized to adopt, promulgate and enforce rules and regulations pertaining to the administration and enforcement of this Article.

CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 9

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 2803 Longmeadow Lane, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 4e. Strong partnership with residents and neighborhood associations
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: The Petitioner, Curtis Squires, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 2803 Longmeadow Lane.

Summary of Request:

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

On Wednesday, October 19, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 5-0 to recommend approval of the Special Use Permit to the City Council, with no conditions. For more detailed information, please see the attached Staff Report to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday October 3, 2022. 90 notices were mailed to properties within 500 feet of the applicant property.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and**

objectives of the Bloomington Comprehensive Plan 2035: HL-5.1 (Encourage local food production) and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 1B Ordinance SP-15-22
E&CD 1C Staff Report SP-15-22
E&CD 1D DRAFT Minutes SP-15-22

ORDINANCE NO. 2022-____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT FOR THE PROPERTY LOCATED AT 2803 LONGMEADOW LANE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting a Special Use Permit for the keeping of chickens for the property located at 2803 Longmeadow Lane legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included a site plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

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

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

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

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

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

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

Section 2. The City Council adopts the findings of fact of the Zoning Board of Appeals and hereby approves the Special Use Permit for Chicken-Keeping for the property at 2803 Longmeadow Lane, legally described in Exhibit "A".

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 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

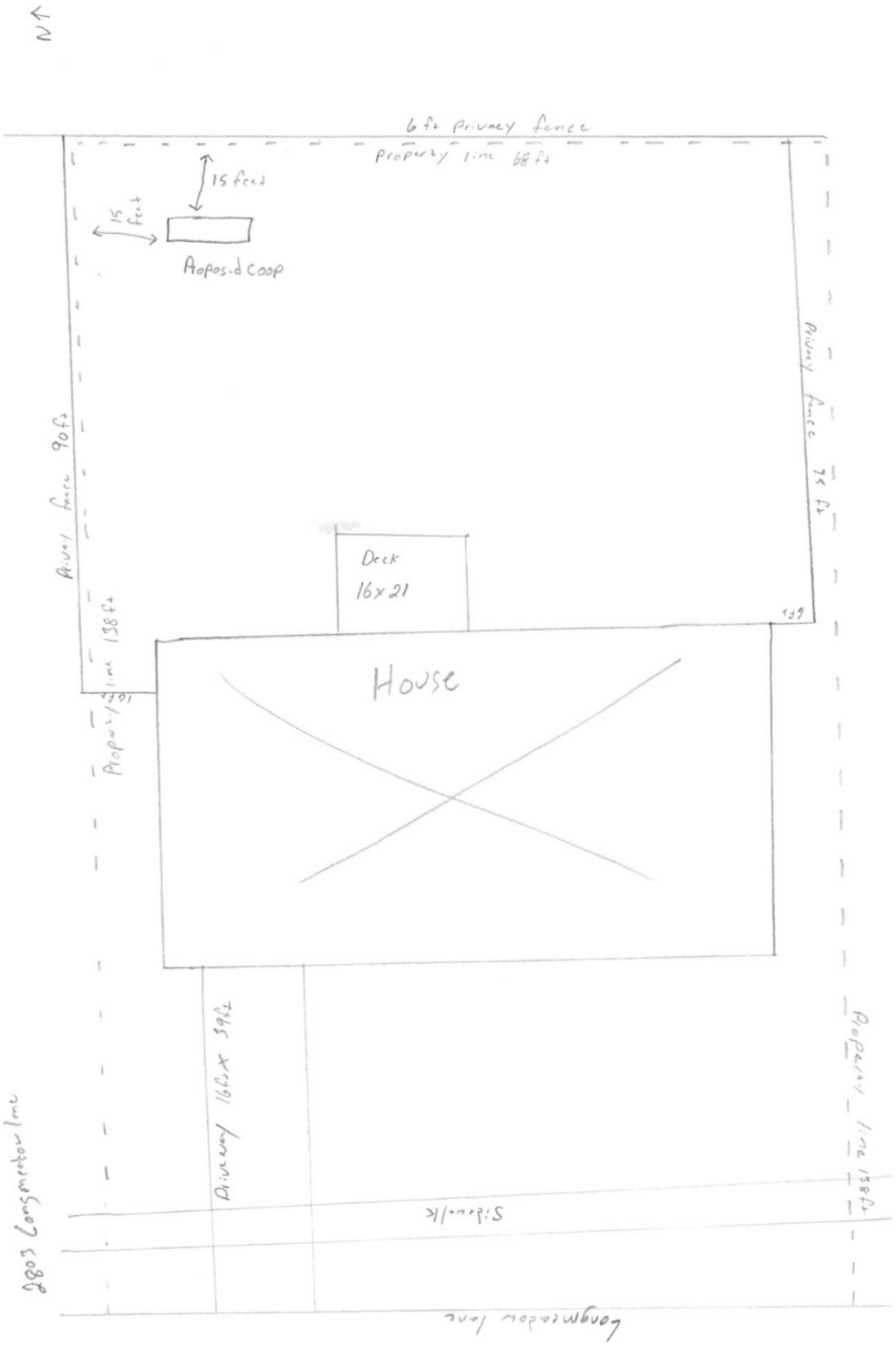
EXHIBIT A

Legal Description

EAGLE CREST NORTH SUB 1ST ADD LOT 52

PIN: 15-30-128-018

EXHIBIT B
Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	October 19, 2022
CASE NO:	SP-15-22, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review, and action on a petition submitted by Curtis Squires requesting approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 2803 Longmeadow Lane. PIN: 15-30-128-018.

BACKGROUND

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

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 3, 2022. Courtesy notices were mailed to 90 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The property at 2803 Longmeadow Lane consists of 0.2 acres of land located south of Fort Jesse Road in the Eagle Crest North Subdivision (1st ADD.) It is improved with a single-family home and attached garage. The rear yard of the property, where the coop will be located, is fully fenced with 6-foot privacy fence.

Surrounding Zoning and Land Uses:

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

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

Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1C District.

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

A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use […]

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

STANDARDS FOR REVIEW

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

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

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

   The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. The Petitioner intends to store the feed and additional items in a manner that will not attract pests. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met***.

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

   The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop will be fully screened from the public roadway by a 6-foot privacy fence. The Special Use would also contribute to Goal HL-5.1 (Encourage local food production) and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met***.

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

   The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. The Code defines Chicken-Keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met***.

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

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

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

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

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

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

STAFF RECOMMENDATION

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

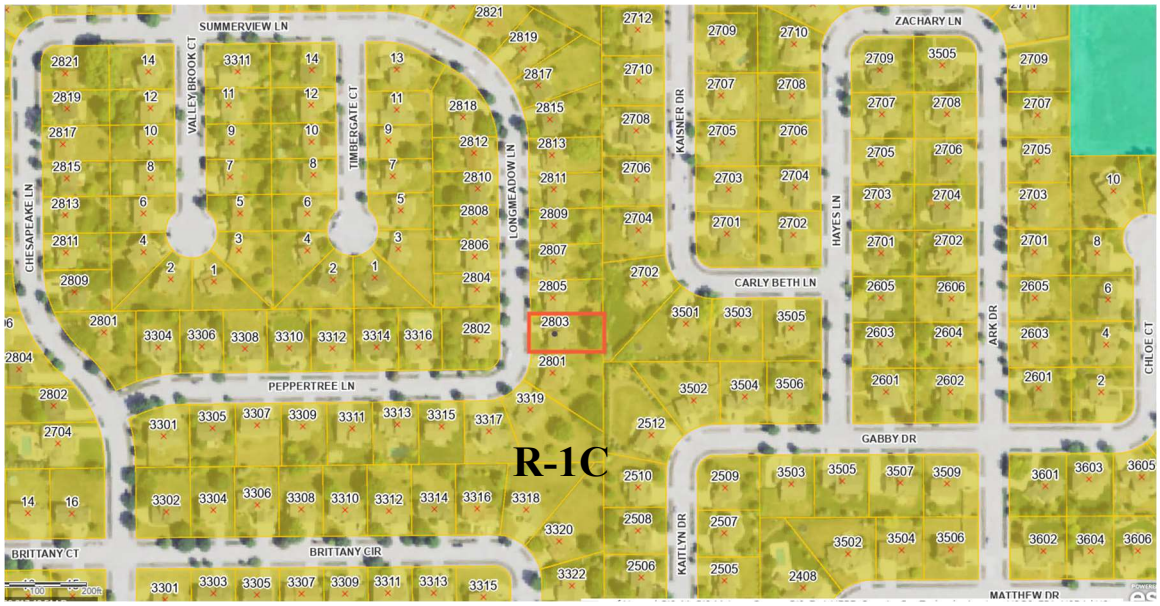
Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the petition with no conditions.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)







Attachment 4 – Petitioner-Submission – Description of Project

The purpose of this special use permit is to apply for the keeping of backyard chickens (4) and no roosters at 2803 Longmeadow Lane. The chickens will be for the purpose of egg laying and education for children. They will not be used for slaughter. This use has been authorized in the City of Bloomington with a special use permit. The coop will be in the backyard located in the northeast corner of the property, set back 15 feet from the Northern and Eastern property line, and will be covered and fenced. 2803 Longmeadow Lane already has a fully fenced back yard. Feed and additional items used in chicken keeping will be properly stored as not to attract pests.

The chicken coop will be offset from adjacent property lines by 15 feet in both directions in the northeast corner of the property. The chickens will be adequately maintained and cared for. Additionally, the chickens will be enclosed in a coop preventing them from leaving the yard. In the event they were to escape the coop, the backyard at 2803 is fully fenced with a 6-foot privacy fence. A photo will be attached to show where the chicken coop will be located. In the photo, the chicken coop will take the place of the swing set, which is set to be taken down in the coming weeks.

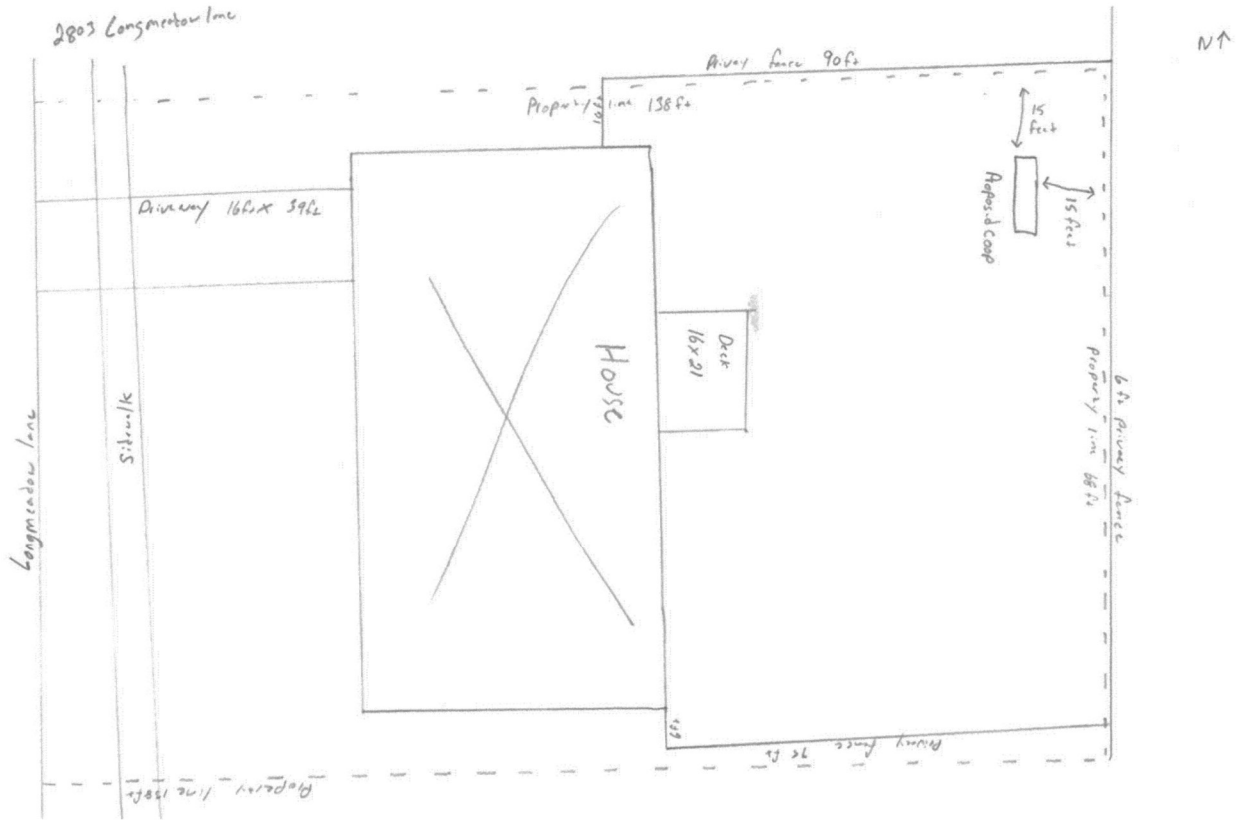
The chickens will be enclosed in a coop preventing them from leaving the yard. The coop will be offset from the nearest property line by 15 feet. In the event they were to escape the coop, the backyard at 2803 is fully fenced with a 6-foot privacy fence. It would be my assumption that if neighbors were not notified of the chickens, they would not be aware of their presence.

The chickens will be kept in an enclosure in the backyard of 2803 Longmeadow Lane that will not impact the surrounding properties.

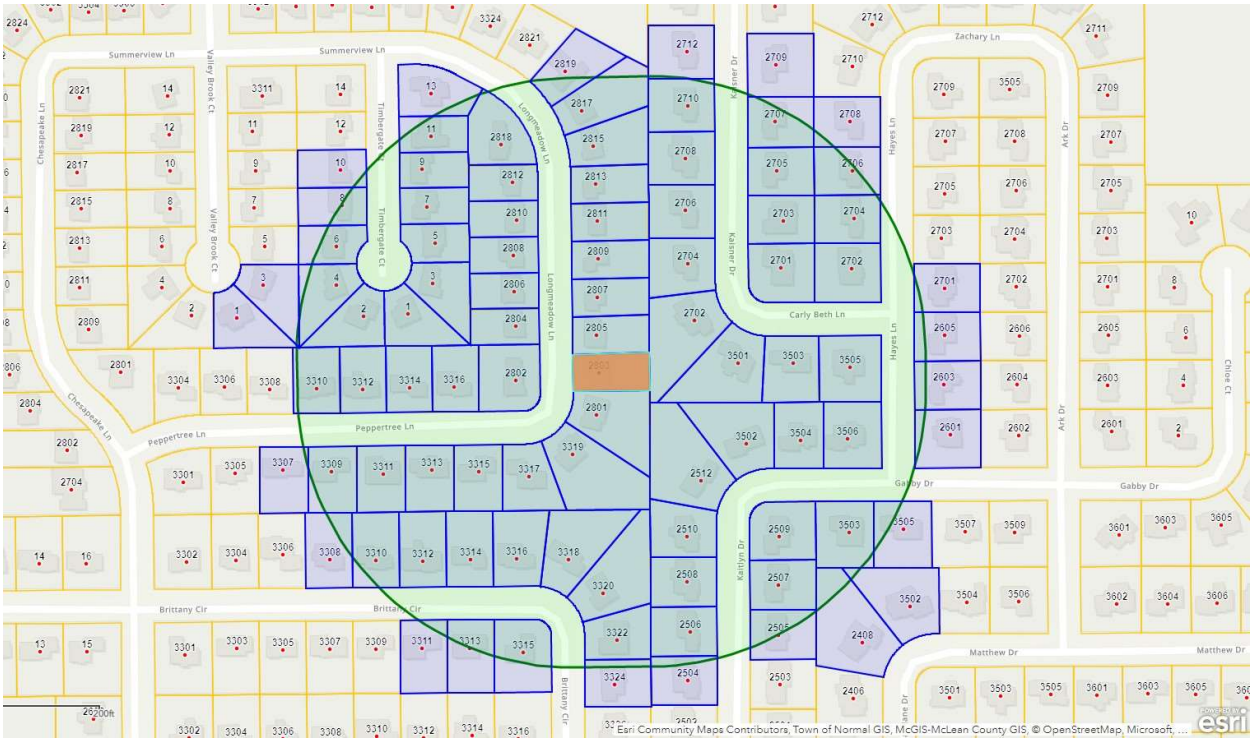
A chicken coop will be established in the backyard that will be free standing. No other improvements will need to be made.



Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



No Board discussion was held.

Commissioner Ballantini made a motion to establish **findings of fact**, as presented by Staff, that carrying out the strict letter of the Code does create a practical difficulty or particular hardship for the petitioner, and to **approve the Petition** for both Variances to § 44-403B, **with the Condition** that no portion of any structure shall encroach onto an adjacent property without an agreement approving of such, including but not limited to: eaves and gutters, chimneys, air conditioning compressors, and other functional or architectural features which may extend beyond the principal building wall. Commissioner Harris seconded.

Ms. Harris – Yes, Mr. Ballantini – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Chair Straza - Yes. (5-0). Motion was approved.

SP-15-22 Public hearing, review, and action on a petition submitted by Curtis Squires requesting approval of a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 2803 Longmeadow Lane. PIN: 15-30-128-018.

Ms. Pemberton presented the staff report with recommendation for approval of the Special Use Permit. She noted the rear of the property had been recently enclosed by a 6-foot privacy fence.

Chair Straza opened the public hearing.

Petitioner, Curtis Squires (2803 Longmeadow Lane) stated his family was interested in a coop for eggs, education, and sustainability. He provided additional details about the proposed coop and addressed potential nuisance items and how they would be mitigated.

Chair Straza asked the Petitioner about his plans for construction of the coop. Mr. Squires stated they will likely build the coop themselves but are also considering looking for second-hand materials and supplies.

Straza inquired how they intent to keep the food. The Petitioner responded that they plan to keep food in sealed buckets and likely in the garage.

Commissioner Ballantini inquired whether Mr. Squires has spoken to his neighbors about the request. Mr. Squires stated that he has spoke to a majority of them, including immediate neighbors to both sides, and they are in support of his request.

Commissioner Ballantini clarified that the Petitioner understands the rule about roosters. Petitioner stated they understand that roosters are not permitted.

There were no additional questions for the petitioner from the Board.

John Grove (2603 Hayes) stated that he opposes the Petitioner's request. He stated he does not want farm animals living in his neighborhood and believes that allowing chickens in the City opens the door to that.

Commissioner Ballantini inquired as to the location of Mr. Grove's residence in relation to the proposed coop. Mr. Grove identified the location approximately 500 feet away.

Commissioner Ballantini noted the history of approval of chicken-keeping in Bloomington and special use process, and the existing condition of multiple coops within the City.

Curt Kimmel (3315 Peppertree Lane) stated that he opposes the Special Use Permit. He has an issue with chicken noises and potential aggressiveness. He cited the manure production rates and habits of chickens and expressed concerns about odor and that the coop could result in violations of the Clean Water Act like large chicken operations do sometimes. He stated he was also concerned about safety and public health of children in the neighborhood. Additionally, he worried about rodents, predators, biosecurity, and avian flu. He stated his concern that backyard chickens would damage larger commercial operations within McLean County.

Ms. Pemberton noted that Staff does work with the McLean County Health Department to provide updates and information on avian flu to those in the City who have permitted coops.

The Petitioner responded to Mr. Kimmel's concerns, stating that they intend to utilize deep composting to address manure and scent issues. He stated that the coop, privacy fence, and family dogs should deter predators, and they would only allow friends of their children to interact with the chickens with their parents' permission, and plan to require handwashing following any interaction. In addition, he stated that their chickens would not be interacting with other flocks so chicken-to-chicken transmission of avian flu would not become an issue.

Commissioner Ballantini asked the Petitioner whether they intend to carefully evaluate the structural integrity of their fence and routinely check for holes, and to maintain public health guidelines. The Petitioner agreed.

No additional testimony was provided.

Chair Straza closed the public hearing. No Board discussion was held.

Commissioner Zwaga made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the petition with no conditions. Commissioner Harris seconded.

Ms. Harris – Yes, Mr. Ballantini – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Chair Straza - Yes. (5-0). Motion was approved.

Staff noted that the case would be before City Council on November 28, 2022.

CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District for the Property Located at the Northwest Corner of Lutz Road and S. Morris Avenue, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner, Farnsworth Group, is requesting approval of a Special Use Permit for Multiple-Family Dwellings for the property located at the Northwest Corner of Lutz Road and S. Morris Avenue.

Summary of Request:

- Four proposed multiple-family dwellings totaling 56 units on a 4.95-acre site.
- Final density does not exceed 12 dwelling units per acre, as permitted in the 2003 Annexation Agreement for the subject property.
- The Annexation Agreement requires the developer to share the cost of adjacent public roadway improvements.
- The Special Use conforms to the applicable regulations of the R-2 District and proposed use, including off-street parking, landscaping, and screening requirements.

On Wednesday, October 19, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 5-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

Following the Zoning Board of Appeals vote, conditions for approval were added at the request of the Council Member for the Ward. The conditions for approval are as follows:

1. A Transitional Buffer Yard with Evergreen screening shall be added between the Single-Family Dwellings on the east side of Handel Drive and future detention basin, extending from Lutz Road to Treeline Drive.
2. The old growth trees in the Open Green Space Area in the northern portion of the project shall be preserved. The developer has agreed to these conditions.

For more detailed information, please see the attached Staff Report to the Zoning Board of

Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday October 3, 2022. 96 notices were mailed to properties within 500 feet of the applicant property.

FINANCIAL IMPACT: The proposed Special Use will add 56 residential dwelling units, helping to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. This will permit more of the local workforce to live locally, increasing the City's tax base and increasing future revenues for the City. Improving the vacant land will increase property taxes and require the developer to provide financial support for improvements to the adjacent roadways.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: 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-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 2B Ordinance SP-16-22
E&CD 2C Staff Report SP-16-22
E&CD 2D DRAFT Minutes SP-16-22

ORDINANCE NO. 2022-____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MULTIPLE-FAMILY DWELLINGS IN THE R-2 (MIXED RESIDENCE) DISTRICT FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF LUTZ ROAD AND S. MORRIS AVENUE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Multiple-Family Dwellings for the property located at the northwest corner of Lutz Road and S. Morris Avenue legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

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

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

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

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

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

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

Section 2. The City Council adopts the findings of fact of the Zoning Board of Appeals and hereby approves the Special Use Permit for Multiple-Family Dwellings for the property located at the northwest corner of Lutz Road and S. Morris Avenue, legally described in Exhibit "A", with the following conditions:

1. A Transitional Buffer Yard with Evergreen screening shall be added between the Single-Family Dwellings on the east side of Handel Drive and future detention basin, extending from Lutz Road to Treeline Drive.

2. The old growth trees in the Open Green Space Area in the northern portion of the project shall be preserved.

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 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

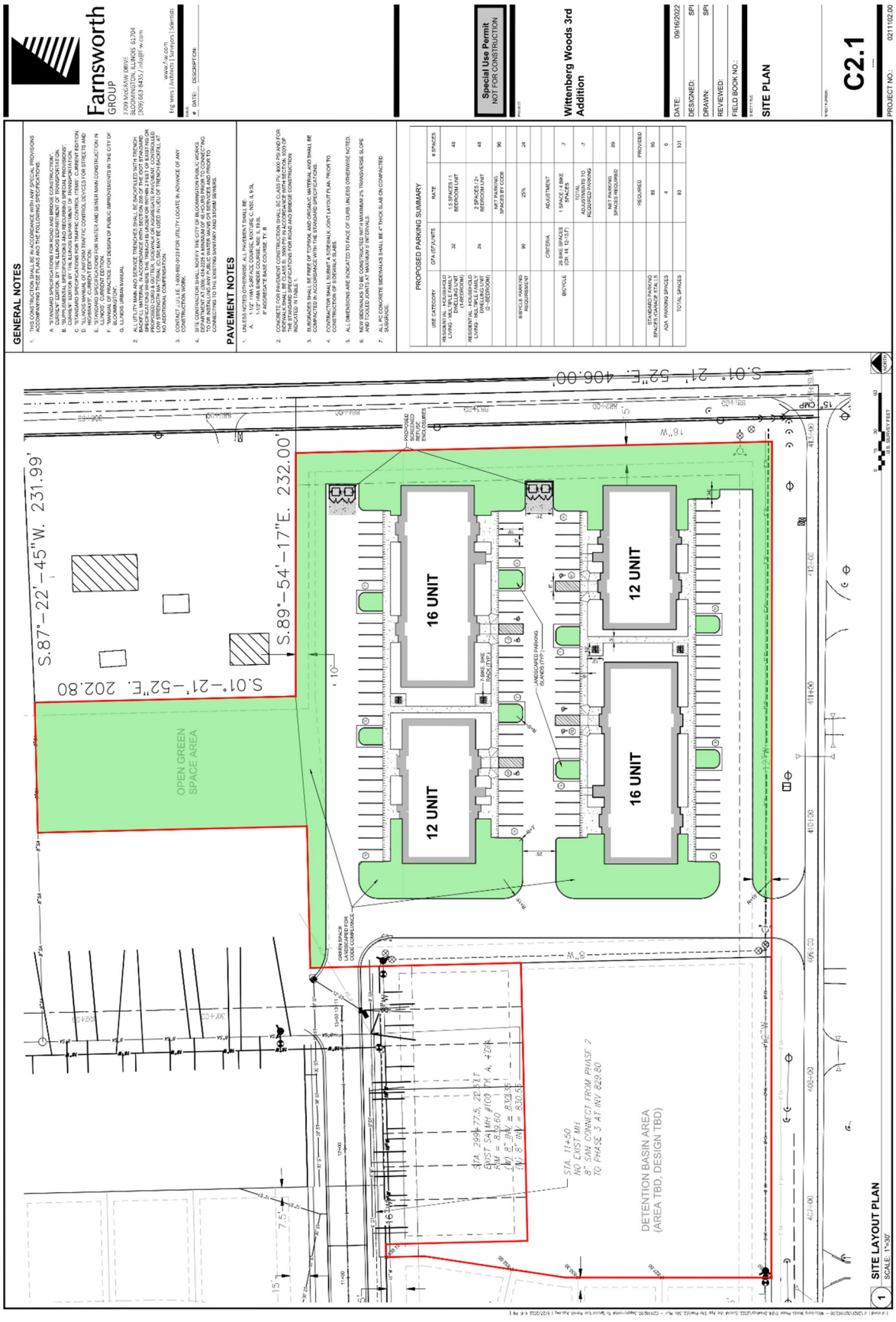
_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

SUB OF SEC 17-23-2E - PT LOT 38 LYG S OF WITTENBERG WOODS AT PRAIRIE VISTA AND E OF WITTENBERG WOODS AT PRAIRIE VISTA 2ND ADDN (EX BEG 406'N SE COR, W232', N202.8', E231.99', S213.59' TO POB)

PIN: 21-17-451-005

EXHIBIT B
Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	October 19, 2022
CASE NO:	SP-16-22, Special Use Permit for Multiple-Family Dwellings
REQUEST:	Public hearing, review, and action on a petition submitted by Farnsworth Group, Inc. requesting approval of a Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District, for the property located at the northwest corner of Lutz Road and S. Morris Avenue. PIN: 21-17-451-005.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Multiple-Family Dwellings in the R-2 (Mixed Residence) District, per § 44-402B which indicates Multiple-Family Dwelling Units permitted as Special Use in the R-2 District. No variations to the code are requested.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 3, 2022. Courtesy notices were mailed to 96 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The subject property (PIN 21-17-451-005) consists of 12.15 acres of land located at the northwest corner of S. Morris Avenue and Lutz Road, adjacent to the Wittenberg Woods at Prairie Vista Subdivision. The property is currently vacant. Public utilities have been installed along a planned street connection between Treeline Drive and Timberline Drive.

The 2003 Annexation Agreement for this area provided a Concept Plan and density guidelines for the original 53.66-acre tract, designating R-2 zoning for lots 218, 219, and 220, with development of multiple-family character, and a density not to exceed 12 dwelling units per acre (Z-14-03). The Preliminary Plan for Wittenberg Woods at Prairie Vista Subdivision breaks the same existing PIN into three lots, changing the numbers to 216-218, with a Detention area on lot 218 (Ordinance Number 2003-97). These conditions and restrictions are represented in

the proposal for the subject Special Use Permit. Additional Final Plats are expected to complete development of the overall subdivision represented in the Concept Plan.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-2 (Mixed Residence) District & R-1C (Single-Family Residence) District	Vacant & Single-Family Dwelling Units
South	R-1 (County)	Agricultural Sales, Single-Family Dwelling & Electricity Transfer/Sub-Station
East	A (Agricultural) District & P-2 (Public Lands & Institutions) District	Single-Family Dwelling & Golf Course
West	R-2 (Mixed Residence) District & R-1C (Single-Family Residence) District	Vacant & Single-Family Dwelling Units

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

Subject Code Requirements:
§ 44-402B, "Allowed Uses Table" indicates Multiple-Family Dwelling Units permitted as Special Use in the R-2 District.
§ 44-1208, "Off-street parking requirements" specifies the computation of required automobile and bicycle parking spaces required for the number of units developed. Additional items within this article will regulate the form and construction of those spaces and the associated site circulation.
§ 44-13, "Landscaping and Screening" provides the requirements for general landscaping and screening, as well as specifics related to parking lot landscaping and refuse collection area screening.

STANDARDS FOR REVIEW

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

Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District.

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

   The establishment, maintenance, and operation of additional Low-to-Medium Density Residential uses is appropriate for this area and will not be detrimental to the public health, safety, comfort, or general welfare of the surrounding Low-to-Medium Density Residential uses. ***Standard is met.***

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

   While the designation on the City's Future Land Use Map for this area is "Low Density Residential" (under 8 units per acre), much of the surrounding designation and existing development is "Medium Density Residential" as was outlined in the Annexation Agreement and codified in the subsequent zoning approval. Completion of the long-standing plan for this subdivision will result in the completion of associated transportation and utility improvements, benefiting properties to the west and north. The Special Use would contribute to Goal H-1 (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington) of the 2035 Comprehensive Plan. ***Standard is met.***

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

   The proposed use (multiple-family dwellings on a single lot with density of no greater than 12 units per acre) is consistent with the original Annexation Agreement Concept Plan and discussions surrounding the Preliminary Plan for the Wittenberg Woods Subdivision, including the area designated for stormwater and the single-family development indicated outside the current project area, adjacent to Timberline Drive. ***Standard is met.***

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

   The western portion of the subject property has been designated for stormwater detention for the developed area; public water and sewer are already available on the parcel. Sufficient on-site circulation has been provided to prevent backup onto the public street. The 2003 Annexation Agreement requires the interior street (connection of Treeline and Timberline) to be built to City minor street standard; the construction of this connection is the responsibility of the developer, as is the timeline for completion.

The 2003 Annexation Agreement requires the owner of the subject property to provide "an Adjacent Substandard Roadway Guaranty and Surety," to be "posted at final platting or paid at completion of the road to City major street standards, whichever occurs last," for both Morris Avenue and Lutz Road. According to City of Bloomington Public Works:

- At this time, the northern half of Lutz Road, between Handel and Morris, is constructed to City major street standards and no additional improvements are planned; payment will be due upon final platting of this area.

- At this time, Morris Avenue is *not* constructed to City major street standards and upgrades are planned for future years; the developer will need to bond for the substandard roadway.

Public Works does not oppose the development of multiple family dwellings in this area prior to completion of the Treeline-Timberline connection and the improvement of Morris Avenue. ***Standard is met***.

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

Ingress and egress are provided off the secondary roadway (Lutz, as opposed to Morris) to reduce speed prior to entry onto the property. Long-term, an additional connection to Timberline will reduce congestion in the area.

The site provides 108 off-street parking spaces, as well as four bike racks each with a 7-bike capacity. Multiple-family uses require 1.5 spaces per efficiency or one-bedroom dwelling unit and 2 spaces per 2 or more-bedroom dwelling units (§ 44-1208E) and bicycle parking at a rate of 25% of required vehicle parking (§ 44-1213E(3).) No off-street parking discounts have been applied. ***Standard is met***.

Unit Type	Number of Units	Required Off-Street Parking Spaces
1-bedroom	32	48
2-bedroom	24	48
Required Off-Street Parking Spaces, Based on Use		**96**
Total Required Off-Street Parking Spaces		96
Total Available Off-Street Parking Spaces		108
Balance - Auto		12
Total Required Bike Parking Spaces		24
Total Available Bike Parking Spaces		28
Balance - Bike		4

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

   Preliminary review of the landscaping plan indicates compliance with the requirements of § 44-1307; detailed review of materials and specifications will be completed during permitting. The location and screening of the proposed refuse collection areas meet the requirements of § 44-1308E. Outdoor lighting will be required to comply with § 44-911D to protect adjacent lots from direct or reflected glare. ***Standard is met***.

STAFF RECOMMENDATION

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

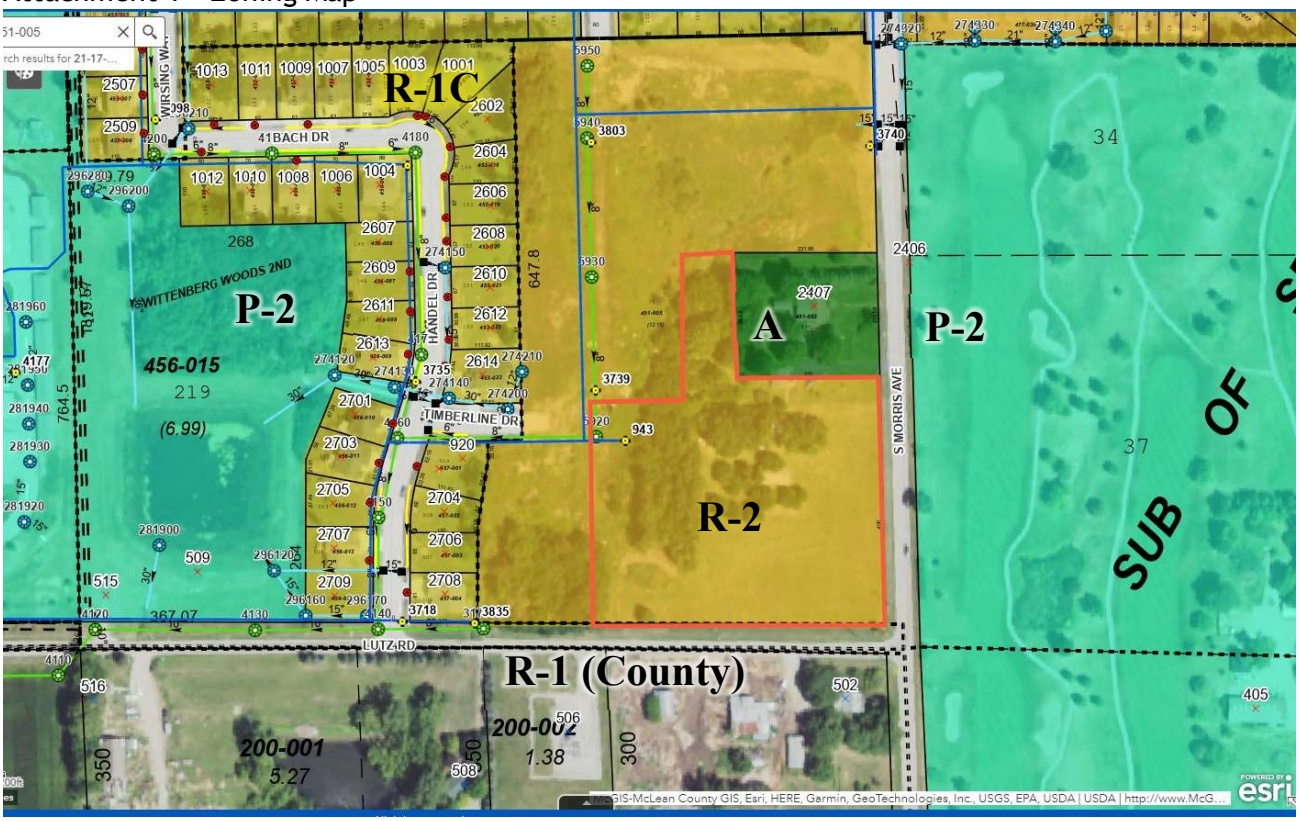
Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the petition with no conditions.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Site Plan Overlay on Aerial Image (Staff Prepared)
7. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)








N
Planned connection to
Treeline Dr.
Timberline Dr.


N
Timberline Dr.
Planned connection to
Treeline Dr.
Long-term secondary
access to proposed
Multi-Family Dwellings

Attachment 4 - Petitioner-Submission - Description of Project

Four Proposed Multifamily dwelling apartment buildings totaling 56 units on an approximately 4.95ac site (less than 13units/ac based on site plan boundary in red) at the NW corner of Morris Ave and Lutz Rd.

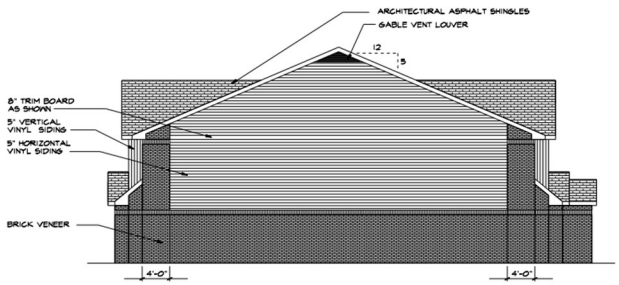
Site Plan allows room for potential future single family attached/detached development integration, providing a mix of residential use for the site to capitalize on the views of the adjacent golf course.

The southwestern most portion of the parcel is for proposed detention (to be designed) to meet/exceed site drainage needs per C.O.B. code. Watermain and sewer access are available and will be adequately provided. Lutz Rd. access is provided per Site Plan and connection to future extension of Timberline Drive to the Wittenberg Woods Subdivision is also to be provided.

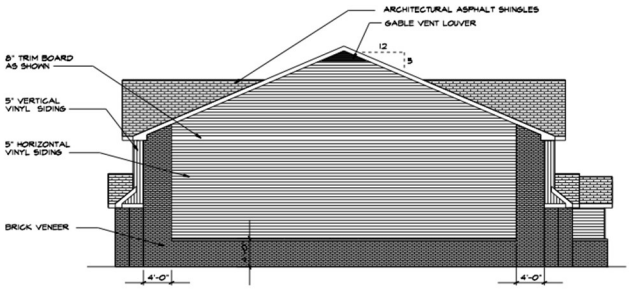
Ingress/egress from Lutz Rd. and, in the future, to Timberline Drive alleviates congestion from higher traffic volume on Morris Ave, while still maintaining easy site access.



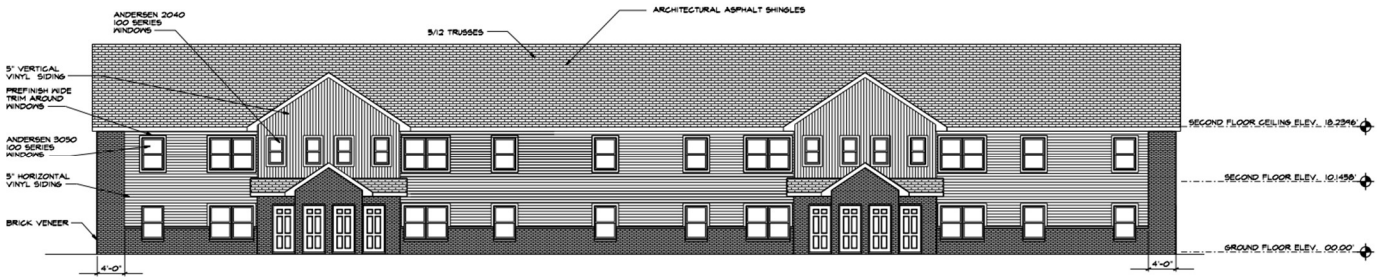
12-UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



12-UNIT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

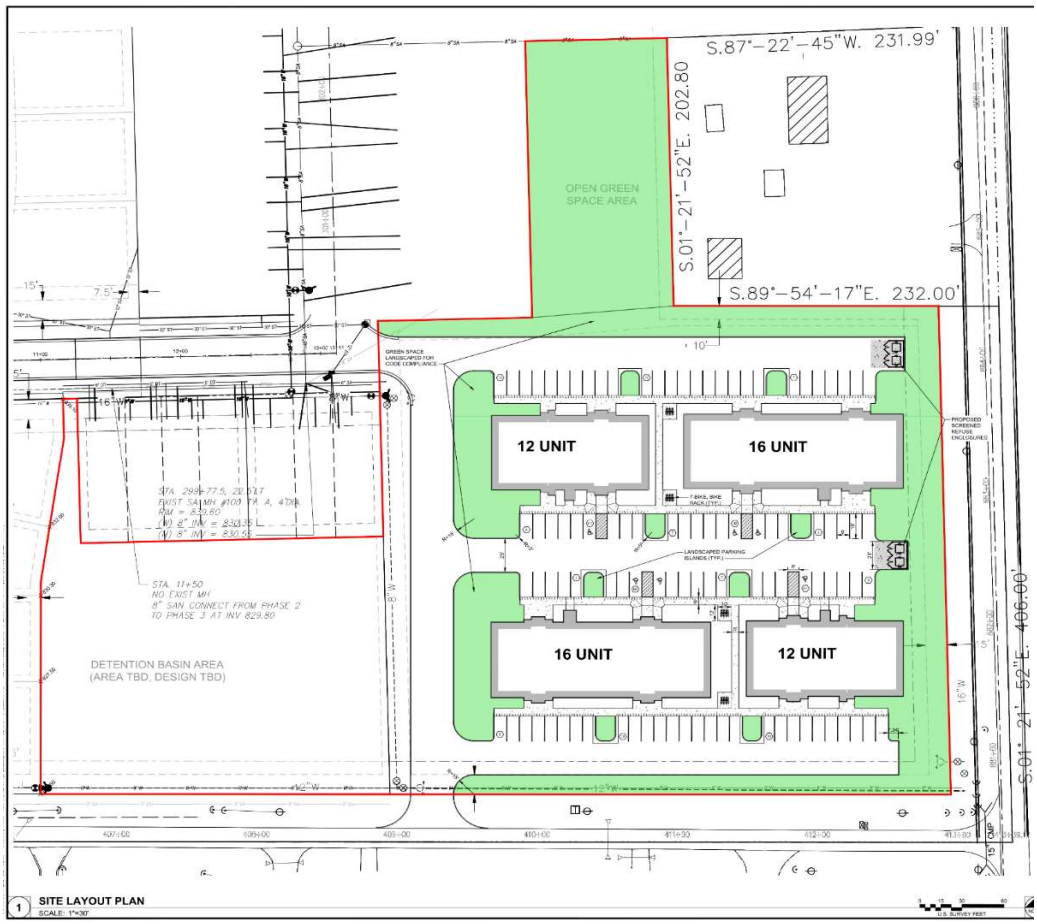


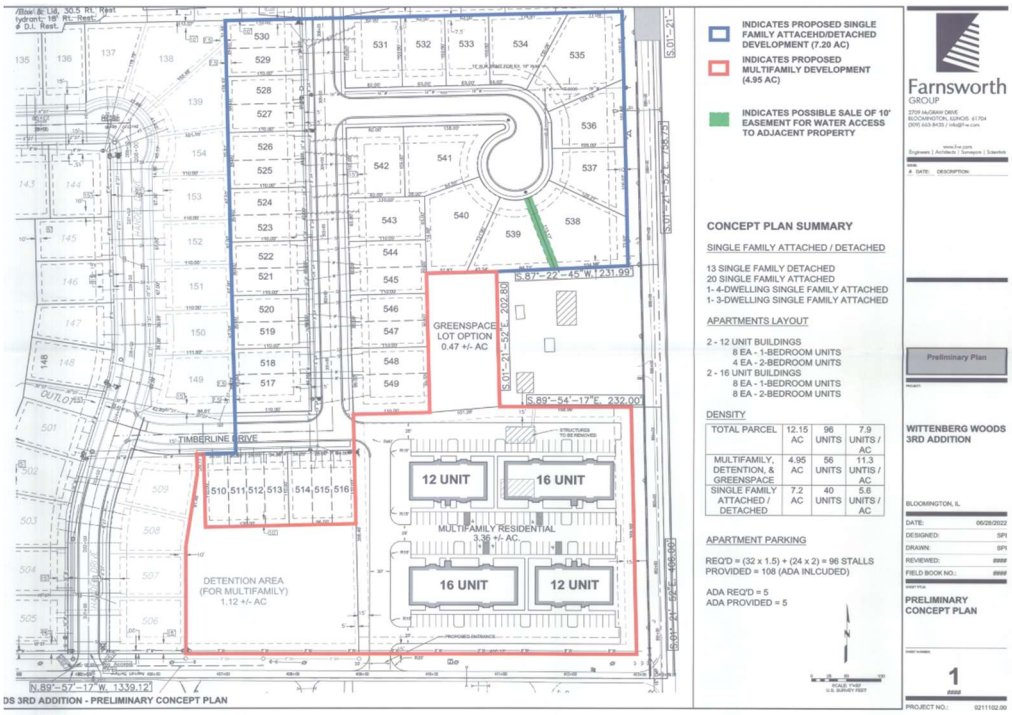
16-UNIT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



16-UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Attachment 5 - Site Plan



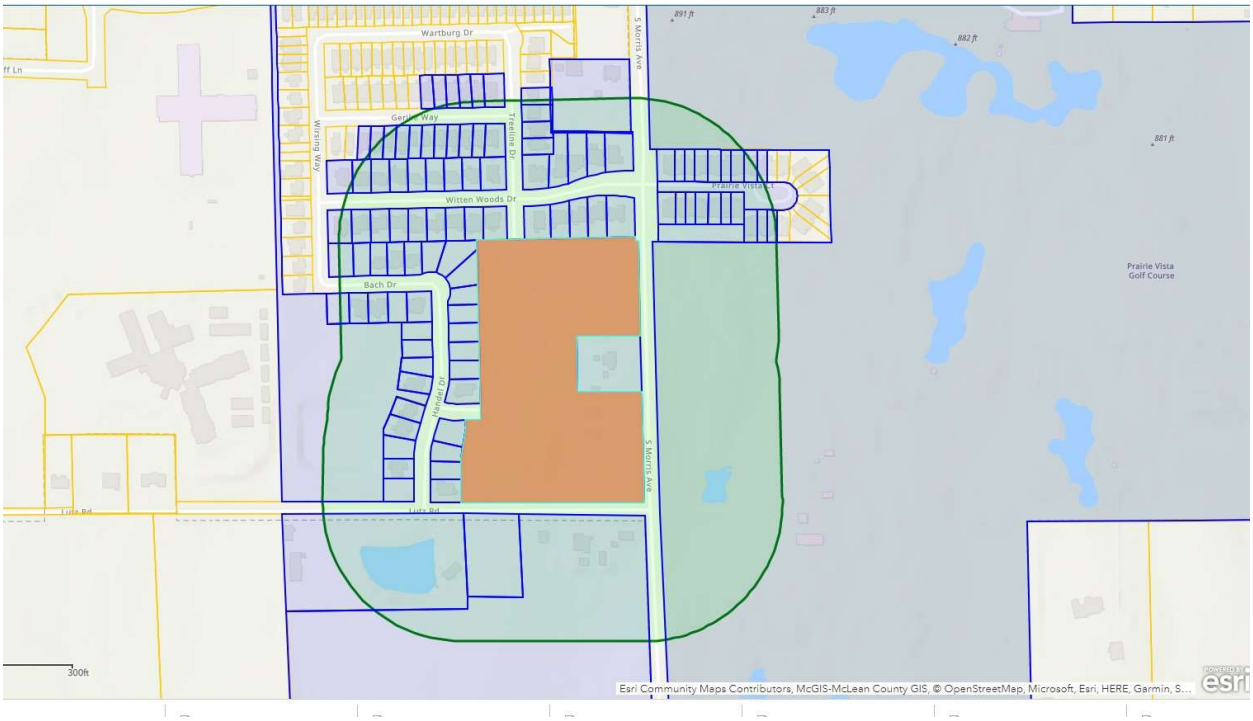


Attachment 6 – Site Plan Overlay on Aerial Image (Staff Prepared)





Attachment 7 - Neighborhood notice map



SP-16-22 Public hearing, review, and action on a petition submitted by Farnsworth Group, Inc. requesting approval of a Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District, for the property located at the northwest corner of Lutz Road and S. Morris Avenue.

Ms. Pemberton presented the staff report with recommendation for approval of the Special Use Permit. She clarified the difference between the "Villas at Prairie Vista" subsidized housing under development further east and this "Wittenberg Woods Phase III" development proposed for near Prairie Vista Court. She stated the zoning requirements have been met, and that the Annexation Agreement from 2003 allowed density not to exceed 12 units per acre, with which the proposed project aligns. She noted the proposal is also in compliance with Comprehensive Plan for this area.

Commissioner Ballantini asked Staff to highlight where the entrance(s) to the development would be located. Staff identified the primary entrance off of Lutz Road and the secondary access once the Timberline and Treeline have been connected.

Commissioner Ballantini inquired whether the single-family home on the east side of the property will remain. Staff note that the single-family property belong to a separate owner and would remain separate. He inquired whether the green space on the plan would remain green spaces. Staff responded in the affirmative.

Chair Straza inquired whether the green space would remain open or be vegetated? Staff deferred to petitioner.

There were no additional questions for Staff from the Board.

Chair Straza opened the public hearing, reminding that audience to keep their comments direct and relevant so everyone has an opportunity to speak.

Petitioner, Mark Fetzer of Wittenberg II (1305 Winterberry Circle) cited their desire to use the large piece of land for the highest and best use, which they believe is multiple-family dwellings. He stated that he believes the plan for single-family dwellings on the west side of Handel and north on Witten Woods Drive, then duplex lots along Timberline and Treeline, then multiple-family near the corner of the lot makes a nice transition. Apartments are planned to be market rate, with higher end finishes. He stated they are trying to help meet the current housing shortage and vacant existing R-2 and R-3 zoned land is not widely available. This project is an infill project that fills the need for workforce housing on this side of town. Long-term plan is to add Timberline and Treeline, but the market will determine the timing, as related to the development of the properties along the planned route. Mr. Fetzer noted that the duplexes planned for along Timberline and Treeline are not currently able to be built due to the removal of zero-lot-line development under the 2019 Zoning Code update, so they are waiting on pending text changes to be permitted to construct this portion of the development.

Commissioner Zwaga inquired about examples of other similar projects. The Petitioner cited

areas in north Normal and east Bloomington.

Commissioner Ballantini asked to confirm that the proposed units are all one- and two-bedroom units. The Petitioner confirmed. Mr. Ballantini asked for clarification that the intent was for rental rate of $1200 and above, not low income. The Petitioner confirmed.

Commissioner Ballantini asked if the Petitioner has considered options for addressing transportation issues. The Petitioner stated they are providing bike racks, the project is relatively close to the Constitution Trail, public transportation may not be available at this time but they would assist in encouraging it if their residents needed it.

Neil Finlen, Farnsworth Group (2709 McGraw Drive) stated the intent was to concentrate the density in the southeast corner to increase the buffer for the existing homes. He noted that the R-2 area has always been intended to be zero-lot-line units and townhouses, so the plan is consistent with the 2003 Agreement. If the allowable density was fully used an additional 33 units could be located on the subject property. He explained that by developing the multiple-family use first, the adjacent home-buyers will have appropriate expectations when purchasing, and those single-family attached (duplexes) will buffer the existing single- family homes to the north and northwest. The detention basin that will provide stormwater management for the complex provides buffering between the multiple-family and existing homes on the west. Interior streets will follow with development, but water and sewer service are already installed; finishing is planned to move from south to north as lots develop. He noted that the City Engineer has approved development of the proposed project before the interior street is completed, with the only access to Lutz Road during that time. Mr. Finlen noted that the fees associated with final platting of the area would help pay for improvements to the adjacent roadways. He explained that the proposed use will help meet the demand for housing in the community.

There were no additional questions for the petitioner from the Board.

Matt Burgess (1011 Bach Drive) stated he is a resident of Wittenberg Woods and expressed support for project. He stated his belief that many of the residents in the area have confused this project with the "Villas at Prairie Vista" subsidized housing project east of Main Street and are forming their opinions on that basis. Mr. Burgess cited the need for housing in the community and that the project meets the requirements of the Code.

Rob Kelley (15 Prairie Vista Court) stated he is a resident representing the Prairie Vista Court Homeowners Association and expressed opposition for project. He stated there could be an additional strain on the neighborhood regarding traffic, access, and congestion. He stated he did not believe the project met standard review items four and five.

Commissioner Ballantini inquired about review of the traffic items. Commissioner Harris also commented on the street issues. Staff responded that Public Works would have final review authority. She stated they had provided a preliminary review of the project and did not identify any concerns.

Phil Bachman (601 Luther Oaks) stated he was the Executive Director of Luther Oaks, and was representing the continuing care facility. He stated there could be an exponential increase in traffic and stated he did not believe standard five had been met.

Mark Doyle (2606 Handel Drive) stated he is a resident and expressed opposition for project. He identified various concerns.

Randy Holthaus, (807 Witten Woods Drive), stated he is a resident and expressed opposition for project. He identified concern with potential increase in traffic and other items.

Steve Calhoun (1006 Gerike Way) stated he is a resident and expressed opposition for project. He stated concerns with potential increases in traffic and reduced property values. He stated there were water problems in the area. He said they need houses, not apartments, and the project does not fit in the proposed location.

Todd See (907 Witten Woods Drive) stated he is a resident and expressed opposition for project. He stated concerns with potential increases in traffic. He stated the location was inappropriate for apartments. He also had a question regarding the review process. Staff responded with details on the review process.

Bill Dodd (2407 S. Morris Avenue) stated he is a resident and expressed opposition for project. He identified various concerns.

Lucas Miles 2509 Wirsing Way) stated he is a resident and expressed opposition for project. He identified various concerns.

Kristin Coit (2708 Handel Drive) o stated he is a resident and expressed opposition for project. He identified various concerns.

Charles Hubbard (2613 Handel Drive) stated he is a resident and expressed opposition for project. He identified various concerns including quality of life.

The Petitioner responded to the resident concerns. He stated there would be an emphasis on maintenance of the apartments and quality management.

Commissioner Ballantini inquired who developed the existing homes in the area. The Petitioner responded that they installed the streets but did not build the homes.

Mr. Finlen stated he shared the concerns about access and drainage. He stated there should be improvements. He stated the project is intended to address those items.

Commissioner Ballantini inquired whether there was an existing stop sign at Lutz Road and Morris Avenue. Staff responded there was one stop sign located eastbound on Lutz Road.

Angie Sturm (2612 Handel Drive) stated she is a resident and expressed opposition for the project. She stated she would have never moved to the area if she knew duplexes or apartments were planned. She stated she felt betrayed as a previous developer stated single family homes would be constructed on the site.

Mr. Finlen stated his firm was just recently brought in on the project so he cannot speak to any past promises from former developers.

Commissioner Ballantini stated landowners can change.

Mr. Finlen stated the pipes have been installed for extended time. He stated that the original annexation agreement intent had been met. He stated a higher density project was originally proposed at this location.

No additional testimony was provided.

Chair Straza closed the public hearing.

Commissioner Ballantini stated he appreciated all input and understands situation. He stated it was important to obtain the facts and they must listen to all aspects.

Chair Straza inquired about the standards of review. Staff stated that all review standards must be met.

Commissioner Ballantini referenced the stop sign issue. He stated it would be fair to request a new stop sign be added for southbound traffic on Morris Avenue. Staff added that residents can also reach out to Public Works for assistance with signage.

Commissioner Ballantini inquired if staff could review each special use review standard.

Ms. Pemberton reviewed the special use standards. Regarding item 1, she stated low to medium density housing was identified at the site and the annexation agreement identified this area for the specific density. She cited an emphasize on land use. She stated the standard is met.

Regarding item 2, Ms. Pemberton referenced what had been identified at the site in the Comprehensive Plan, which was low to medium density residential. She stated it met Comprehensive Plan goals and the standard is met.

Regarding item 3, Ms. Pemberton referenced that a residential use would be located adjacent to another residential use. She stated the standard is met.

Regarding item 4, Ms. Pemberton stated the area was already served by water and sewer. She stated all roadways would be completed and identified developer responsibilities. She stated all buffering, landscaping, and screening items would be met; therefore, the standard is met.

Regarding item 5, Ms. Pemberton stated Public Works had preliminarily reviewed and accepted the project. She stated the standard is met.

Regarding item 6, Ms. Pemberton stated the project must meet zoning criteria. She stated the standard is met.

Commissioner Harris made a motion to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the petition with no conditions. Commissioner Zwaga seconded.

Ms. Harris – Yes, Mr. Ballantini – Yes, Ms. Williams – Yes, Mr. Zwaga – Yes, Chair Straza - Yes. (5-0). Motion was approved.

OLD BUSINESS - None

NEW BUSINESS – Ms. Pemberton advised the Board that there is one existing vacancy and will soon be an additional vacancy as Mr. Noonan may be resigning.

ADJOURNMENT

Commissioner Harris made the motion to adjourn. Commissioner Zwaga seconded. Voice vote was held. All were in favor. (5-0)

The meeting was adjourned at 6:18 p.m.

DRAFT

CONSENT AGENDA ITEM NO. 8.O

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance approving a Site Plan for a Hotel Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1041 Wylie Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Jayrajsinh Patel, is requesting approval of a Legislative Site Plan to develop a Hotel Use for the property located at 1041 Wylie Drive.

Summary of Request:
- Site plan approval for construction of a Hotel Use.
- The proposed hotel is roughly 82,000 square feet in size.
- A variance for density is requested as part of the site plan.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Legislative Site Plan and Variance to the City Council, with no conditions. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, October 17, 2022, and courtesy notices were mailed to eight property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Hotel/Motel Tax, Property Tax, Home Rule and State Sales Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N-1. (Enhance the livability of all Bloomington neighborhoods), and ED-4.2. (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 3B Ordinance PR-11-22
E&CD 3C Staff Report PR-11-22
E&CD 3D Draft Minutes PR-11-22

ORDINANCE NO. 2022-____

AN ORDINANCE APPROVING A SITE PLAN FOR A HOTEL USE, WITH A VARIANCE, IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1041 WYLIE DRIVE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan for a Hotel Use, with a Variance from § 44-1021 to allow construction of one guest room for each 774 Sq. Ft. of lot area in the B-1 (General Commercial) District, for the property located at 1041 Wylie Drive, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

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

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

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

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

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Site Plan for a Hotel Use in the B-1 (General Commercial) District, for the property at 1041 Wylie Drive, legally described in Exhibit "A", is hereby approved.

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

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

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

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

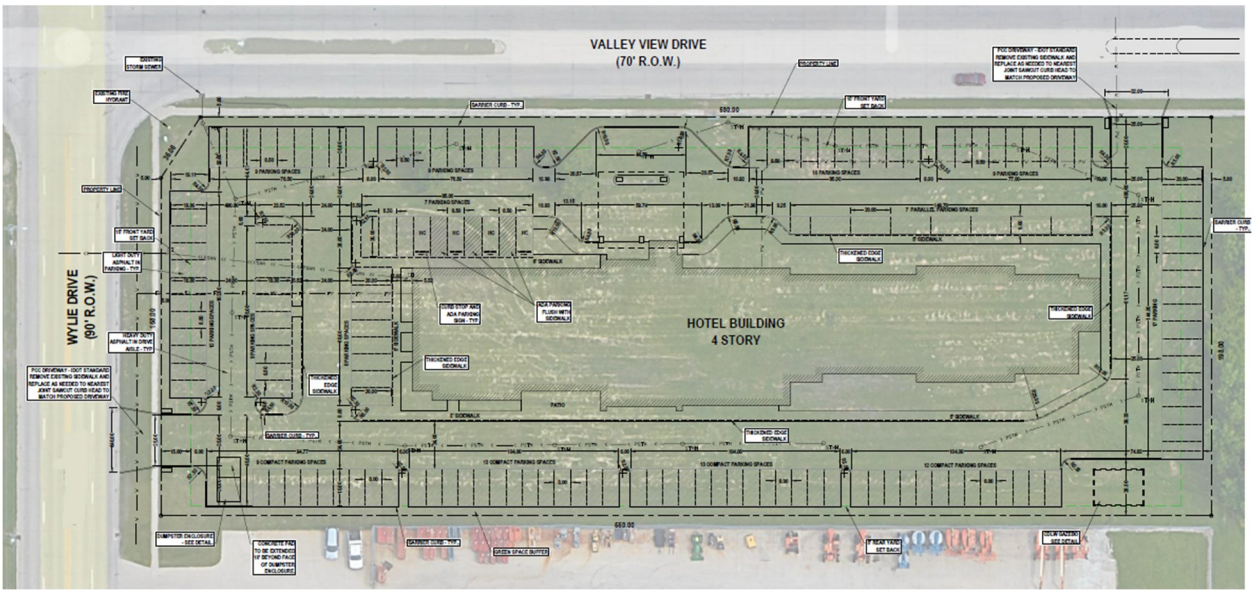
EXHIBIT A

Legal Description

Lot 2 in H.O.S. Subdivision, being a Resubdivision of Lot 2 in O'Brien Subdivision, in a part of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded December 18, 1998 as Document No. 98-42987, in the City of Bloomington, McLean County, Illinois.

PIN: 14-31-353-004 and 14-31-353-005

EXHIBIT B


VALLEY VIEW DRIVE
(70' R.O.W.)
WYLIE DRIVE
(80' R.O.W.)
HOTEL BUILDING
4 STORY

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	November 2, 2022
CASE NO:	PR-11-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by Jayrajsinh Patel, requesting approval of a Legislative Site Plan to allow a Hotel use in the B-1 (General Commercial) District with a Variance for the property located at 1041 Wylie Drive, in Bloomington. PIN: 14-31-353-004 and 14-31-353-005.

BACKGROUND

Petitioners' Request:
The Petitioner is requesting a Legislative Site Plan Review with a Variance, to develop a Hotel use at the subject property.

The Petitioner is proposing to construct a four-story, 82,000 square foot hotel with associated vehicle parking (140 spaces) at the site. The Petitioner is requesting to construct 140 rooms, which would exceed the 108-room requirement for Hotel or Motel uses based on the site square footage. The Variance request is to permit a reduction in the required minimum lot area; the B-1 development intensity of FAR 0.8 must still be met.

Property Characteristics:
The subject property consists of roughly 2.5 acres (108,464 square feet) of land located at the southeastern intersection of Wylie Drive and Valley View Drive in Bloomington. The property would be accessible via both roads. The surrounding properties consist entirely of commercial zoning districts. The surrounding land uses consist primarily of vacant land or commercial uses.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 17, 2022. Courtesy notices were mailed to eight property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1 (General Commercial)	Vacant
South	B-1 (General Commercial)	Trade & Construction Services
East	B-1 (General Commercial)	Multi-Family Residential
West	B-1 (General Commercial)	Vacant

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Planning Commission shall hold at least one public hearing on any proposed Legislative Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Legislative Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

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

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning.

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

   The proposed use will not have any adverse impacts on the development of adjoining land. The use is a permitted use within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires.

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

   The site is accessible by and directly situated on Wylie Drive and Valley View Drive. All curb cuts and aprons at the site are existing and will meet code requirements.

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

   The surrounding properties are all zoned commercial. The proposed use is also commercial. A hotel development at the proposed site would be complementary to the existing surrounding uses.

ADDITIONAL STANDARDS FOR REVIEW – HOTEL OR MOTEL

Ch. 44. 1021, Hotel or Motel, provides additional minimum site and bulk standards for the siting and development of any hotel or motel:

> Lot Standards
> Minimum Lot Area = 20,000 square feet or 1,000 square feet per guest room, whichever is greater.
> Minimum Lot Width = 100 feet

The minimum lot area item has not been met as the applicant is proposing 774 square feet per guest room, rather than the required 1,000 square feet. All other standards have been met.

ADDITIONAL REQUEST - VARIANCE

Ch 44, 17-9-D, Concurrent Applications (Variances)
The applicant has requested Variances as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. The requests are as follows:

The petitioner seeks a Variance from §44-1021 (Hotel or Motel – lot standards), to allow construction of 774 square feet per guest room. §44-1021 states, "The minimum lot area = 20,000 square feet or 1,000 square feet per guest room, whichever is greater."

1. **That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

   The site has been vacant for several years and will require development of the entire site. The new building is proposed to have 140 guest rooms, which will allow for optimal function and operation of the hotel facility and is consistent with standard industry design. ***Standard is met***.

2. **That the variance would be the minimum action necessary to afford relief to the applicant.**

   The Variance is required due to the nature of the request to not provide the 1,000 square foot lot area per guest room minimum required by § 44-1021A of the Code and develop the site. ***Standard is met***.

3. **That the special conditions and circumstances were not created by any action of the applicant.**

   No special conditions or circumstances were created by the applicant in this situation. ***Standard is met***.

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

   No special privilege has been given to the applicant in this situation. ***Standard is met***.

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

   There is no expected potential negative impact to the public welfare. The Variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties. ***Standard is met***.

STAFF RECOMMENDATION

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

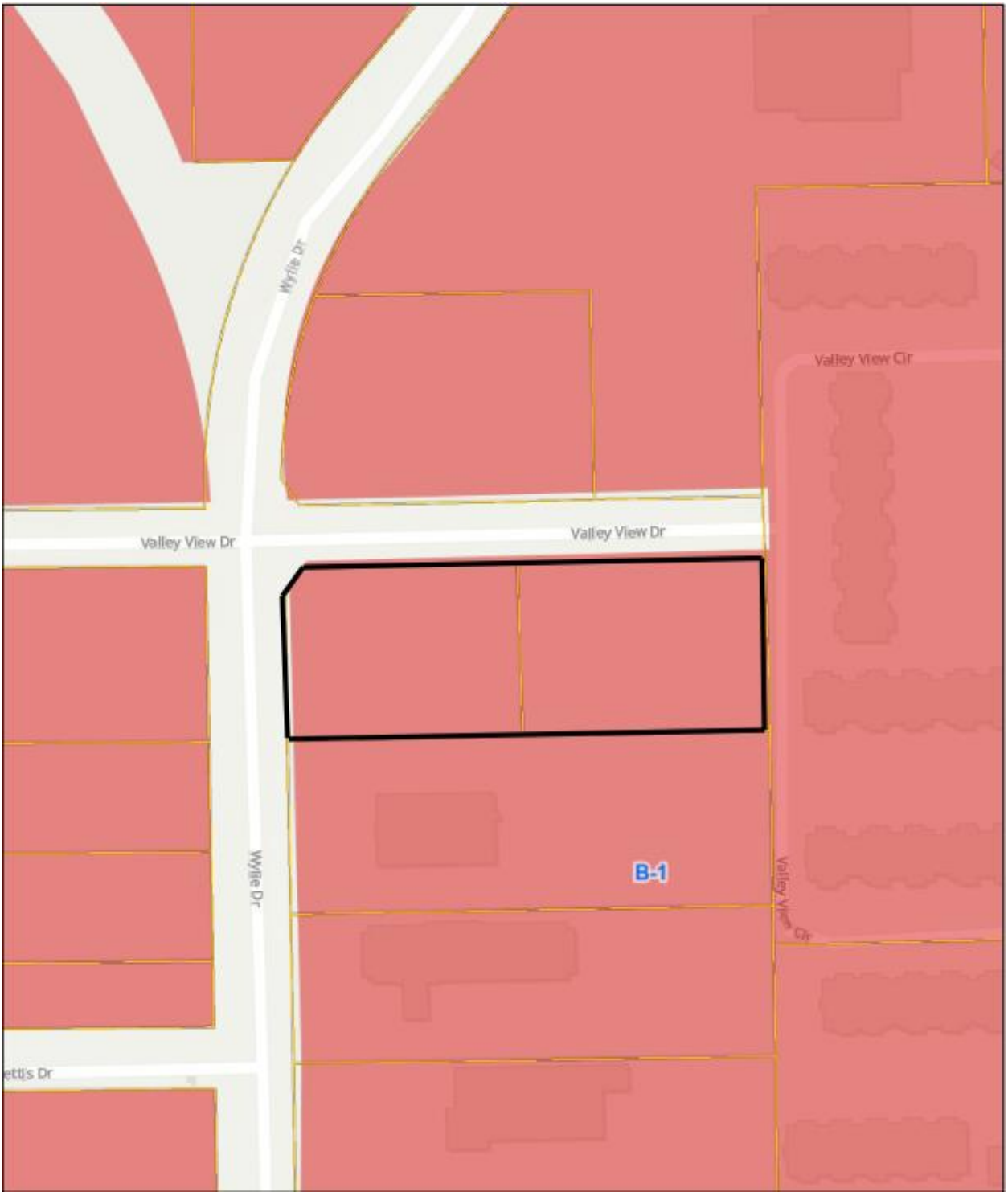
1. Motion to establish findings of fact that the Legislative Site Plan meets the standards and objectives for which the Code is designed, and recommend that City Council approve the Site Plan for the property located at 1041 Wylie Drive.

2. Motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve the Variance associated with this site plan, to allow 774 square feet provided for each guest room, for the property located at 1041 Wylie Drive.

Respectfully submitted,
Jon Branham
City Planner

Attachments:
1. Zoning Map
2. Aerial Image
3. Ground Level View(s)
4. Petitioner Submittals, including Site Plan
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Map



Attachment 3 – Ground Level View



Attachment 4 - Petitioner Submittals, including Site Plan

SITE DEVELOPMENT PLANS FOR

HOLIDAY INN EXPRESS AND CANDLEWOOD SUITES - BLOOMINGTON, IL

PROPERTY ID. 14-31-353-005 AND 14-31-353-005

STREET ADDRESS: TO BE DETERMINED
BLOOMINGTON, IL 61705

PROJECT INFORMATION

PROJECT	HOLIDAY INN EXPRESS AND CANDLEWOOD SUITES - BLOOMINGTON, IL
PROJECT ADDRESS/LOCATION	STREET ADDRESS TO BE DETERMINED BLOOMINGTON, IL 61705
PARCEL TAX NUMBERS	14-31-353-004 AND 14-31-353-005
LOT ACREAGE	2.49 ACRES
LIMIT OF DISTURBANCE (LOD)	XX.XX ACRES
PARCEL ZONING	B-1
EXISTING BUILDING CONDITIONS	VACANT LAND

THIS SITE SITS IN AN AREA OF MINIMAL FLOOD HAZARD - ZONE X AS SEEN IN THE FEMA FLOOD MAP FEMA FIRM MAP NUMBER, DATED: XXXXXXX.

AGENCY CONTACTS

CITY ENGINEERING/PUBLIC WORKS, CITY OF BLOOMINGTON

CONTACT	CRAIG SHONKWILER
PHONE	(309) 434-2225
EMAIL	CSHONKWILER@CITYBLM.ORG

CITY ECONOMY & COMMUNITY DEVELOPMENT - CITY OF BLOOMINGTON

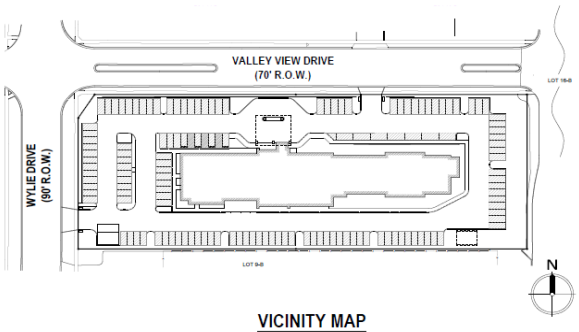
CONTACT	GLEN WETTEROW
EMAIL	GWETTEROW@CITYBLM.ORG

UTILITY SYSTEMS

WATER SYSTEMS PROVIDER	BLOOMINGTON TOWNSHIP WATER DISTRICT
SEWER SYSTEM PROVIDER	BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
ELECTRICAL PROVIDER	
GAS PROVIDER	NICOR GAS

PARKING SCHEDULE

REQUIRED	ONE SPACE PER ROOM = 140 REQUIRED
PROPOSED	136 TYPICAL SPACES 4 ADA SPACES 140 TOTAL SPACES
STALL DIMENSIONS	9.0' X 20' 8.0' X 18' ADA - 9.0' X 20' COMPACT 8' X 18'



VICINITY MAP

NTS

OWNER/DEVELOPER

BON FIRE HOSPITALITY
7721 CROOKED COVE STREET
KALAMZOO, MI 49009

CONTACT: KANUBHAI PATEL
JAY PARMAR
717-7286871

CIVIL ENGINEER

VELDMAN ENGINEERING, LLC
1690 SOARDSMILL
ST. JOSEPH, MI. 49085
269-408-4834
CONTACT: DARYL J. VELDMAN, PE

SURVEYOR

LEWIS, YOCHEY & BROWN, INC.
526 NORTH MAIN STREET
BLOOMINGTON, IL 61701
309-829-2545
CONTACT: DAVID P. BROWN

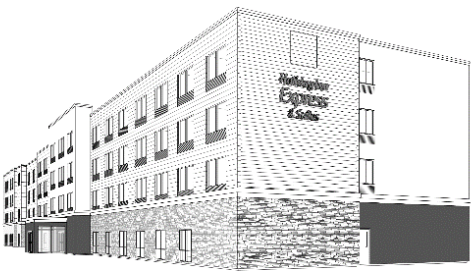
VELDMAN ENGINEERING, LLC
1690 SOARDSMILL
ST. JOSEPH, MI 49085
www.veldmanengineering.com

HOLIDAY INN EXPRESS AND CANDLEWOOD SUITES
BON FIRE HOSPITALITY

COVER SHEET

JOB NO. 09282022

C-1



2 3D View 2

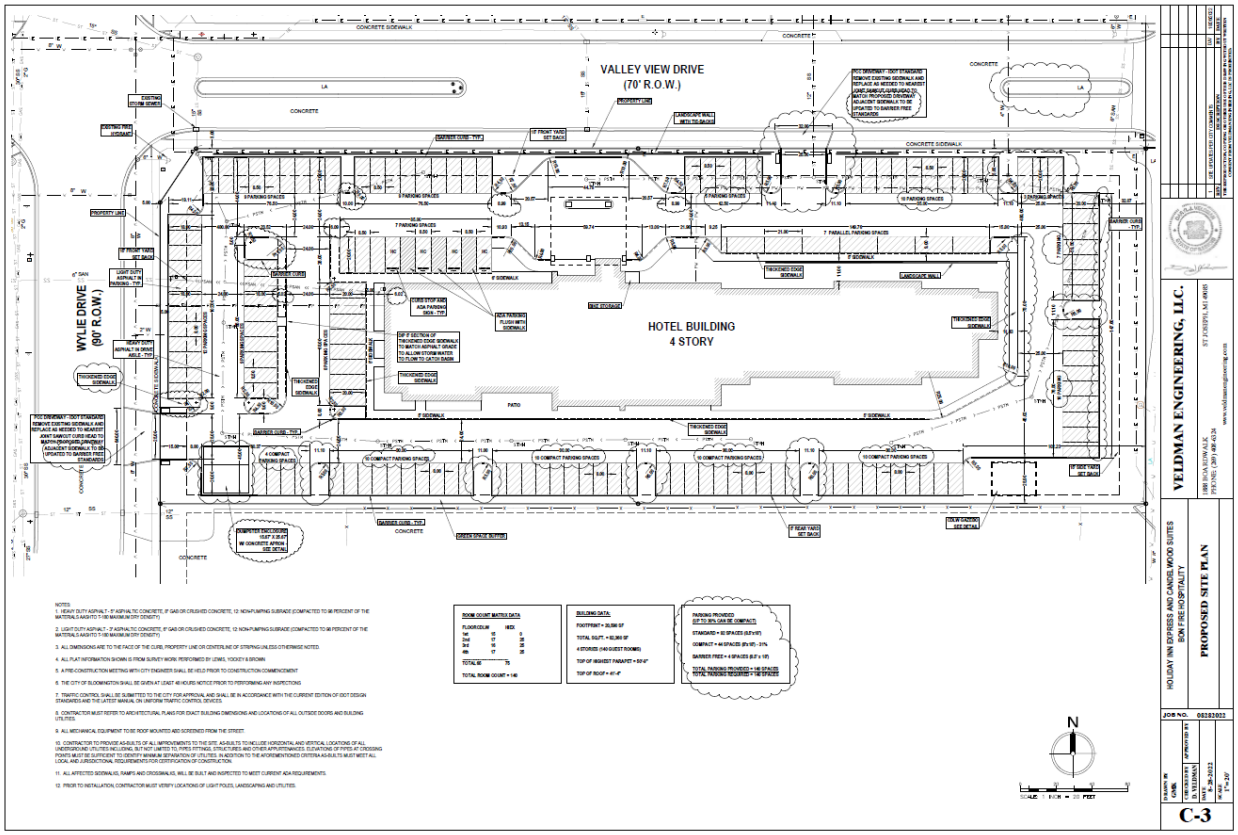


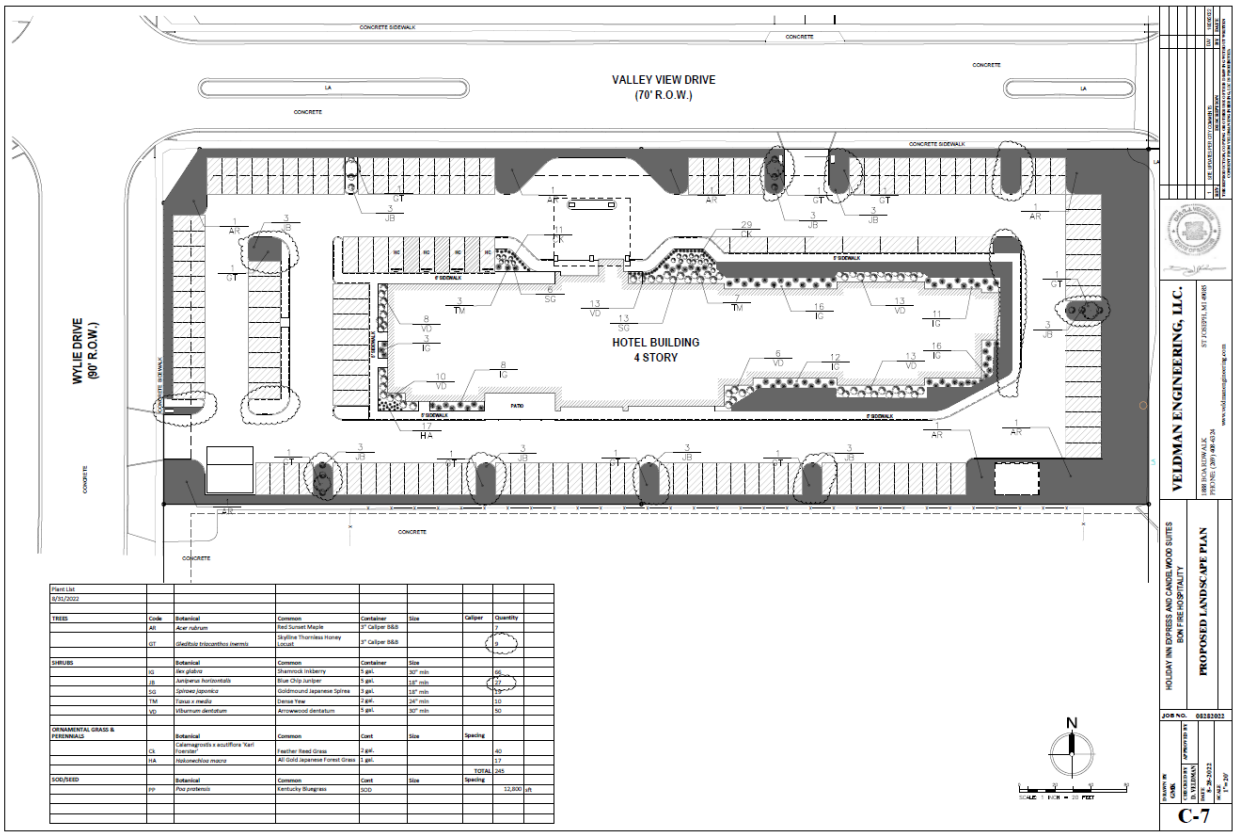
3 3D View 3

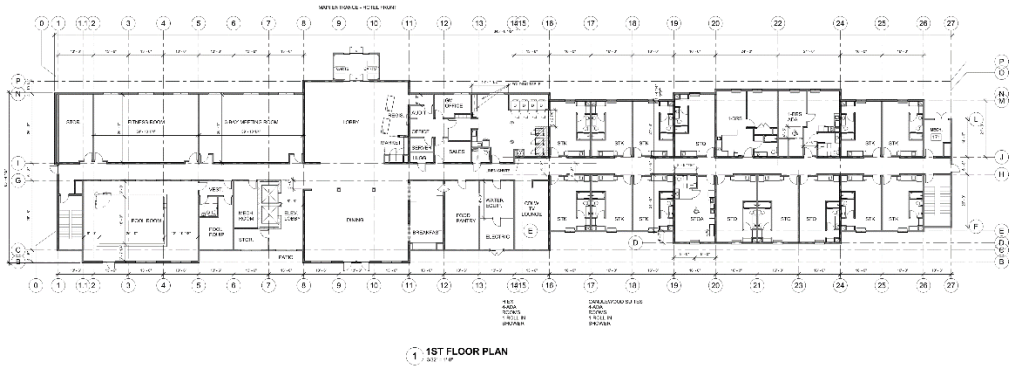
Holiday Inn Express Candlewood
New Dual Brand Hotel
Corner of Valley View Dr. & Wylie Dr.
Bloomington, IL 61705

ADL Architecture

A5


VALLEY VIEW DRIVE
(70' R.O.W.)
WYLIE DRIVE
(60' R.O.W.)
HOTEL BUILDING
4 STORY
PATIO
VELDMAN ENGINEERING, LLC.
HOLIDAY INN EXPRESS AND CANDLEWOOD SUITES
BDN FIRE HOSPITALITY
PROPOSED SITE PLAN
C-3


VALLEY VIEW DRIVE
(70' R.O.W.)
WYLIE DRIVE
(60' R.O.W.)
HOTEL BUILDING
4 STORY
PATIO
VELDMAN ENGINEERING, LLC.
HOLIDAY INN EXPRESS AND CANDLEWOOD SUITES
BDN FIRE HOSPITALITY
PROPOSED LANDSCAPE PLAN
C-7

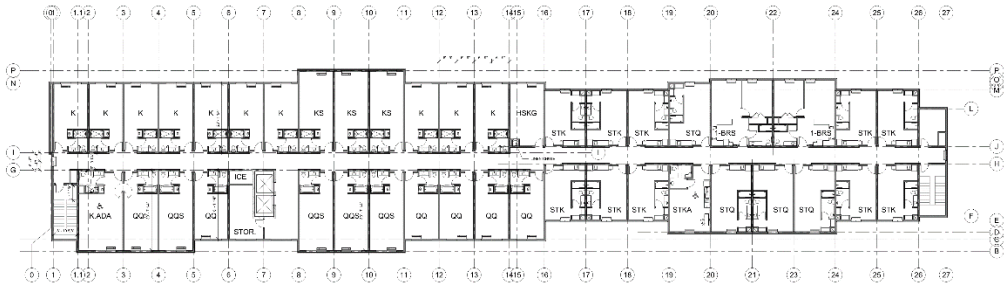


1 1ST FLOOR PLAN

Holiday Inn Express/ Candlewood
New Pond Road Hotel
Corner of Valley View Dr. & Wylie Dr.
Bloomington, IL 61761

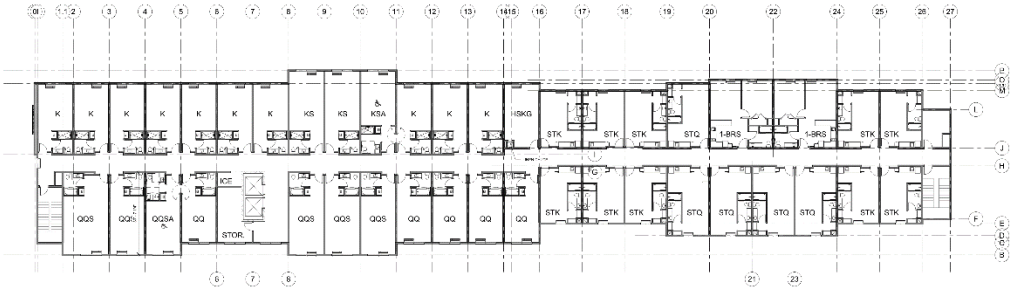
ADL Architecture
3809 Acres Dr.
Bloomington, IL 61704
Phone: (309) 473-1529

A1



1 2ND FLOOR PLAN

ROOM MATRIX



1 3RD FLOOR PLAN

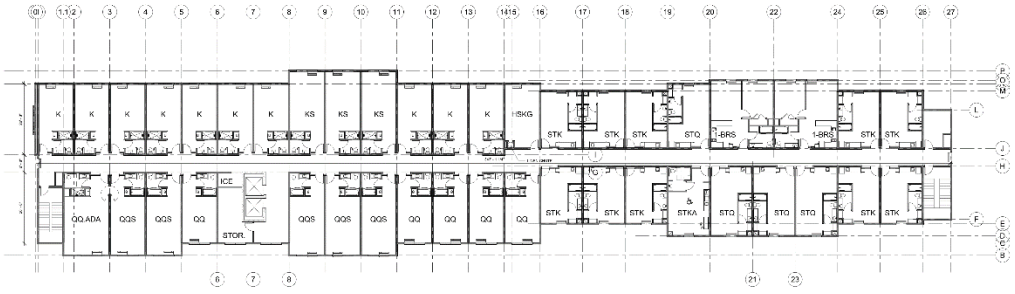
ROOM MATRIX

TOTAL					
TOTAL ROOM COUNT					
TOTAL S.F.					

Holiday Inn Express/ Candlewood
New Dual Brand Hotel
Corner of Valley View Dr. & Wylie Dr.
Owensboro, Ky 42301

ADL Architecture
200 W. Berry St. Suite 400
Fort Wayne, IN 46802
Phone (260) 422-7535

DRAWN
DATE
A3



1 4TH FLOOR PLAN

ROOM MATRIX

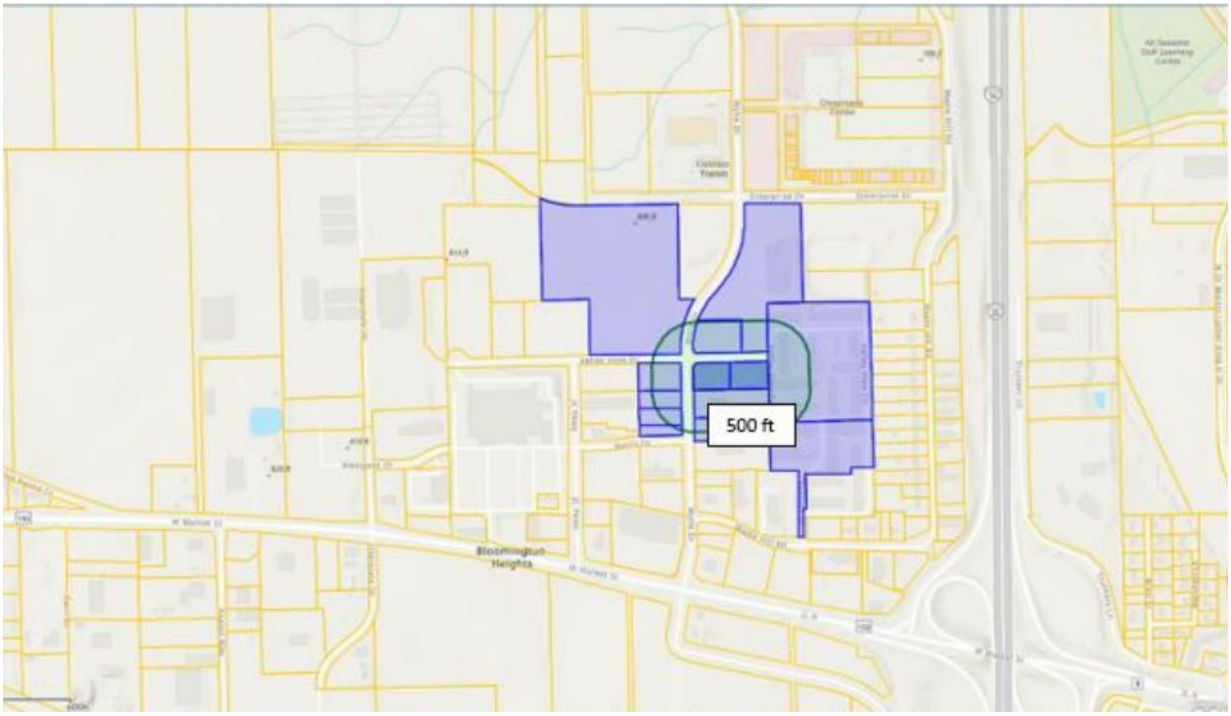
TOTAL					
TOTAL ROOM COUNT					
TOTAL S.F.					

Holiday Inn Express/ Candlewood
New Dual Brand Hotel
Corner of Valley View Dr. & Wylie Dr.
Owensboro, Ky 42301

ADL Architecture
200 W. Berry St. Suite 400
Fort Wayne, IN 46802
Phone (260) 422-7535

DRAWN
DATE
A4

Attachment 5 – Neighborhood Notice Map



No questions for Staff from Commission.

Vice-Chair Boyd opened the public hearing portion of the meeting related to this case.

Scott Swanson of Workbench Architects (234 Front Street, Bloomington, IL) spoke on behalf of the project. He is acting on behalf of the owner, Mid Central Community Action (MCCA), Inc. Mid Central Community Action (MCCA), Inc is establishing a partnership with Heartland Community College to provide introductory courses in the trades. This is a great location to offer these services. Mr. Swanson stated the owner was surprised to find the zoning of the property was still industrial/manufacturing as it has not been utilized as such for a considerable period. MCCA utilizes the building for office purposes. The classes will be offered on the lower level of the existing building. Mr. Swanson noted there is plentiful existing parking to accommodate existing and proposed used. Mr. Swanson noted that building is likely never going to be utilized for manufacturing/industrial purposes so the downgrade in zoning to M-1 is appropriate. Lastly, Mr. Swanson noted this is partnership will result in a great asset to the community.

There were no additional comments for or against the petition.

Vice-Chair Boyd closed the public hearing portion of the meeting related to this case.

Commissioner Krieger made a establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition.: The motion was seconded by Commissioner Muehleck.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

C. PR-11-22 Public hearing, review and action on a petition submitted by Jayrajsinh Patel requesting approval of a Legislative Site Plan with a Variance for the property located at 1041 Wylie Drive. PINs: 14-31-353-004 and 14-31-353-005.

Mr. Branham presented the report with a recommendation for approval. He described current site conditions and details of the proposal, including the request for a variance for site density. He noted a similar hotel development had been approved in May of the past year directly southeast of the site. He added direct pedestrian access and bicycling parking had been provided.

Mr. Patel (11 Kilbourn Court, Bloomington, IL) spoke on behalf of the project and provided additional details. He stated there was growth in the area and demand for this type of project. He stated they would be building a dual-branded Holiday Inn and Candlewood Express.

Commissioner Beyer inquired if there would be any anticipated issues with parking at the site. Mr. Patel responded that they provided more parking than what was required by the Code. He

stated they have provided approximately 20 additional spaces. He added that there were no banquet or meeting facilities proposed, so only guest parking spaces would be needed.

Vice Chair Boyd inquired if staff could clarify the parking requirements. Mr. Branham stated approximately 140 spaces would be required and that 166 had been provided.

Commissioner Beyer made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1041 Wylie Drive. (PINs: 14-31-353-004 and 14-31-353-005). The motion was seconded by Commissioner Krieger.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Commissioner Kreiger made a motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve the Variance associated with this site plan, to allow 774 square feet provided for each guest room, for the property located at 1041 Wylie Drive. (PINs: 14-31-353-004 and 14-31-353-005) The motion was seconded by Commissioner Patino.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

D. PR-12-22 Public hearing, review and action on a petition submitted by Seneca Companies requesting approval of a Legislative Site Plan with a Variance for the property located at 1403 N. Veterans Parkway. PIN: 14-35-251-010.

Mr. Branham presented the report with a recommendation for approval. Expansion of existing grocery store to allow for drive-up. Variance for drive through. It is located 105 feet away and code requires 120 feet. So located to close to residential. Parking is being reduced.
433 spaces existing – 426 spaces reduced.

Vice Chair Boyd noted this was similar yet different.

Vice Chair Boyd any issues with additional traffic with additional entrance. Staff responded this was reviewed and approved by Public Works.

Jon Brehm (Hy-Vee Corporate) spoke on behalf of the project. Canopy and drive-up lane for eCommerce. Customers. Protect employees from weather and provide wayfinding for customers to figure out where to get groceries. Petitioner explained. No menu board, no ordering, no PA system. This is the 40th one they have built or will build if approved. Traffic wise this represents

CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan for an Expansion to a Grocery Store Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1403 N. Veterans Parkway, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Petitioner, Seneca Companies, is requesting approval of a Legislative Site Plan for an expansion to a Grocery Store Use for the property located at 1403 N. Veterans Parkway.

Summary of Request:

- Site plan approval for expansion to a Grocery Store Use.
- The proposed expansion is roughly 400 square feet in size.
- A setback variance is requested as part of the site plan.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 6-0-0 to recommend approval of the Legislative Site Plan and Variance to the City Council, with no conditions. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, October 17, 2022, and courtesy notices were mailed to 51 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule, and State Sales Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N-1. (Enhance the livability of all Bloomington neighborhoods), and ED-4.2. (Prioritize infill and redevelopment to spur

growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 4B Draft Ordinance PR-12-22
E&CD 4C Staff Report PR-12-22
E&CD 4D Draft Minutes PR-12-22

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A SITE PLAN FOR AN EXPANSION TO A GROCERY STORE USE, WITH A VARIANCE, IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1403 N. VETERANS PARKWAY

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan for an expansion to a Grocery Store Use, with a Variance from §44-1207-B (Drive-Through Facilities - Location), to allow a drive-through facility to be located 105 feet from a Residential District boundary, in the B-1 (General Commercial) District, for the property located at 1403 N. Veterans Parkway, legally described Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

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

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

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

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

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Site Plan for an expansion to a Grocery Store Use in the B-1 (General Commercial) District, for the property at 1403 N. Veterans Parkway together with the requested variance, is hereby approved.

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

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

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

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

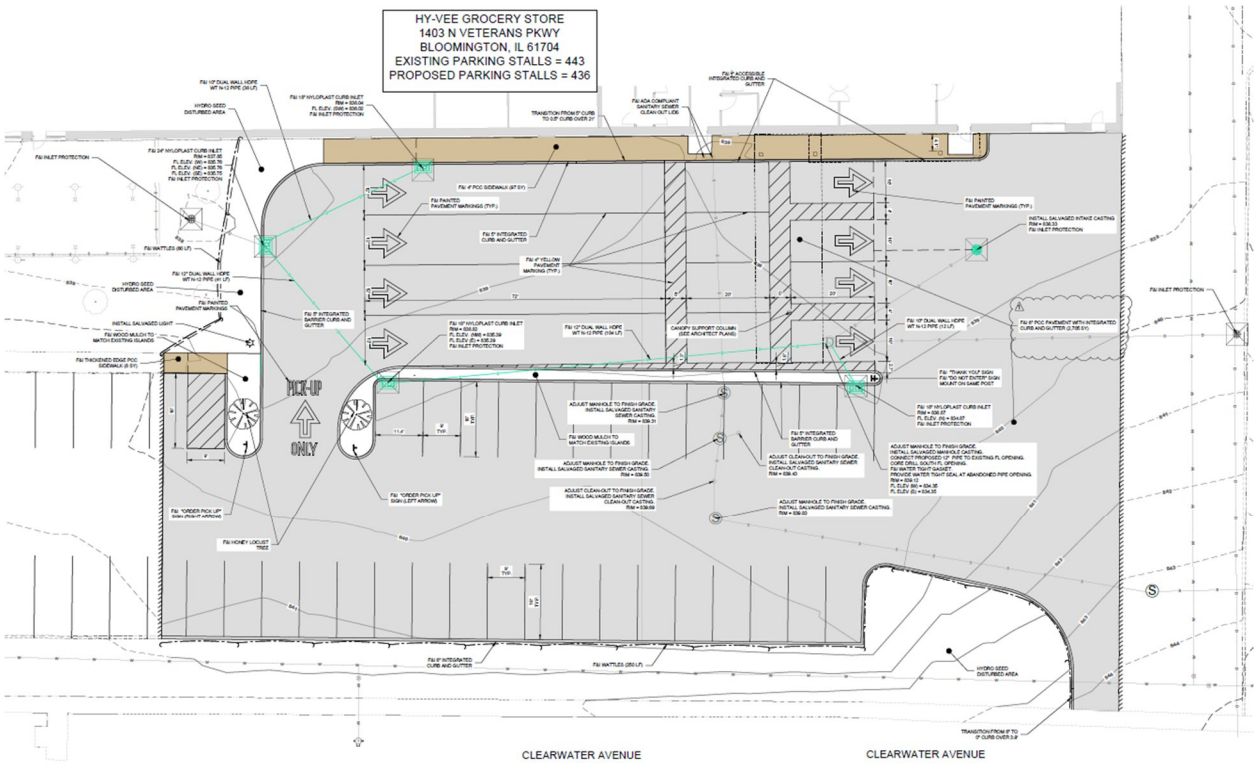
Lot 3 in Lakewood Plaza Center Subdivision to the City of Bloomington, according to the Plat thereof recorded April 1, 1987 as Document No. 87-6039, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois in Eminent Domain Case Number 98-ED-4 filed July 17, 1998.

Except that part of Lot 3 in Lakewood Plaza Subdivision in the City of Bloomington, recorded as Document No. 87-6039 in the Recorder's Office of McLean County, Illinois, described as follows, and bearings used herein are based on an assumed data.

Commencing at the Northeast Corner of Lot 4 in said Lakewood Plaza Center Subdivision, thence south 01'-03-40' west 234.08 feet along the East Line of said Lot 4 to the Point of Beginning, thence south 87'-57'-52' east 115.73 feet, thence south 82'-58'-01' east 115.44 feet to the north Right-of-Way Line of Clearwater Avenue, thence north 87'-58'-04', west 10.80 feet along said Right-of-Way Line, thence north 86'-14'-52' west 100.18 feet along said Right-of-Way Line, thence north west 119.67 feet along said Right-of-Way Line to the Southeast Corner of said Lot 4, thence north 01'-03'-40' east 7.06 feet to the Point of Beginning, in McLean County, Illinois.

PIN: 14-35-251-010

EXHIBIT B


HY-VEE GROCERY STORE
1403 N VETERANS PKWY
BLOOMINGTON, IL 61704
EXISTING PARKING STALLS = 443
PROPOSED PARKING STALLS = 436
PICK-UP
ONLY
CLEARWATER AVENUE
CLEARWATER AVENUE

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	November 2, 2022
CASE NO:	PR-12-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by Seneca Companies, requesting approval of a Site Plan to allow an expansion of a Grocery Store use in the B-1 (General Commercial) District with a Variance for the property located at 1403 N. Veterans Parkway, in Bloomington (PIN: 14-35-251-010) (Ward 5).

BACKGROUND

Petitioners' Request:
The Petitioner is requesting a Legislative Site Plan Review with a Variance, to expand a Grocery Store use at the subject property. A Grocery Store is identified as a Permitted Use in the B-1 (General Commercial) District.

The Petitioner is proposing to construct a four-lane customer pick-up area including an overhead canopy at the southern portion of the site. The drive-through location is proposed at 105 feet from an adjacent residential district, which does not meet the minimum 120-foot requirement for drive-through uses located next to a residential district. The Variance request is to allow the decreased setback distance. Overall parking at the site would be reduced from 443 spaces to 436 spaces but would still meet parking requirements. No other changes are proposed. All other bulk requirements in the proposed area of construction have been met.

Property Characteristics:
The subject property consists of roughly 10.1 acres of land located near the northeastern intersection of Veterans Parkway and Clearwater Avenue in Bloomington. The site currently is occupied by a Hy-Vee grocery store. The property is accessible via two curb cuts along Clearwater Avenue. The surrounding properties consist primarily of commercial zoning districts. There is also a multi-family residential district property located directly to the east of the site. The surrounding uses consist primarily of commercial uses and the residential use.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 17, 2022. Courtesy notices were mailed to 51 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1 (General Commercial)	Shopping Center
South	B-1 (General Commercial)	Various commercial
East	R-3B (Multiple Family Residence)	Multi-Family Residential
West	C-1 (Office)	Office

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED -4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Planning Commission shall hold at least one public hearing on any proposed Legislative Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Legislative Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

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

   The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building has and will continue to meet all other bulk requirements for B-1 zoning.

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

   The proposed use will not have any adverse impacts on the development of adjoining land as it is existing. The use is a permitted use within the zoning and is compatible with the uses of the surrounding properties. The site is being expanded to accommodate and improve an existing customer pick-up area.

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

   The site is accessible by and directly situated on Clearwater Drive. All curb cuts and aprons at the site are existing and meet code requirements.

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

   The surrounding zoning and uses are primarily commercial, with residential to the east. A drive-through area attached to the existing grocery store use at the proposed site would be complementary to the existing surrounding uses, as the area has been utilized for this purpose previously and the residential property is already screened.

ADDITIONAL STANDARDS FOR REVIEW – DRIVE-THROUGH FACILITIES

Ch. 44. 12-7, Drive-through facilities, provides additional minimum site and bulk standards for the siting and development of any drive-through facility:

A. Purpose. Stands for drive-through facilities are provided to ensure safe site circulation and adequate vehicle queuing at drive through facilities. These standards are applied in addition to all other applicable standards of this Code.

B. Location.

(1) Drive-through facilities shall not be located closer than 120 feet of a Residential District boundary.
(2) Drive-through facilities, inclusive of stacking lanes, shall be located to the side or rear of a principal structure and shall not extend beyond the front building wall. Alternate placement of the drive-through facility may be approved through Site Plan Review procedures if a determination is made that it is infeasible to fulfill this requirement.

C. Access.

(1) Drive-through stacking lanes shall be separated from driveways and drive aisles.
(2) Access to queuing lanes shall in no way inhibit ingress or egress to the building or any off-street parking area, inhibit the flow of traffic throughout and within the off-street parking area, or encroach upon any public rights-of-way.
(3) The stacking lane shall be designed to accommodate at least the minimum number of stacking spaces required for each use.
(4) Stacking lanes and egress for drive-through facilities shall not cross or pass through pedestrian walkways, without providing appropriate crosswalk safety measures, pavement markings and signs as approved by the Economic and Community Development Director.
[Amended 10-26-2020 by Ord. No. 2020-69]
(5) A bypass lane shall be provided.

D. Dimensional standards.

(1) Stacking lanes for drive-through facilities shall have the following minimum lane widths:
   (a) One lane: 12 feet.
   (b) Two or more lanes: 10 feet per lane.
   (c) Bypass lane: 10 feet.
(2) The minimum depth of each space in the stacking lane shall be 20 feet.

E. Management. A property owner shall not allow vehicle stacking to overflow into primary drive aisles or any public street. As needed to contain drive-through activity on site, management of drive-through facilities may require additional attendants, designation of vehicle waiting and pick up areas, or other measures to ensure safe vehicle and pedestrian circulation.

F. Stacking standards.

(1) For any drive-through facility, a minimum of two queuing spaces shall be provided per bay, unless otherwise required by Table 1207C.

(2) Unless otherwise indicated, minimum vehicle queuing is required per lane or bay.

(3) Spaces located adjacent to a point of service, such as a window or car wash bay, shall not count toward compliance with queuing requirements.

*Item B (1), Location, has not been met as the applicant is proposing a setback of 105 feet to the adjacent residential district, rather than the required 120-feet. All other standards have been met.

ADDITIONAL REQUESTS - VARIANCE

Ch 44, 17-9-D, Concurrent Applications (Variances)
The applicant has requested Variances as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. The requests are as follows:

The petitioner seeks a Variance from §44-12-7-B-1 (Drive-Through Facilities), to allow construction of the drive-through facility at 105 feet from a residential district. §44-12-7-B-1 states, "Drive-through facilities shall not be located closer than 120 feet of a Residential District boundary."

1. **That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

   The site has been occupied by a grocery store for an extended time and has offered pick-up service near the same location that is proposed to be altered and is the only reasonable location at the site. ***Standard is met***.

2. **That the variance would be the minimum action necessary to afford relief to the applicant.**

   The variance is required due to the nature of the request to not meet the 120-foot distance from a residential district required by the Code and expand a small portion of the site to accommodate the drive-through use. ***Standard is met***.

3. **That the special conditions and circumstances were not created by any action of the applicant.**

   No special conditions or circumstances were created by the applicant in this situation. The need for this service was not identified when the store was constructed. ***Standard is met***.

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

   No special privilege has been given to the applicant in this situation. ***Standard is met***.

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

   There is no expected potential negative impact to the public welfare. The variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties. ***Standard is met***.

STAFF RECOMMENDATION

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

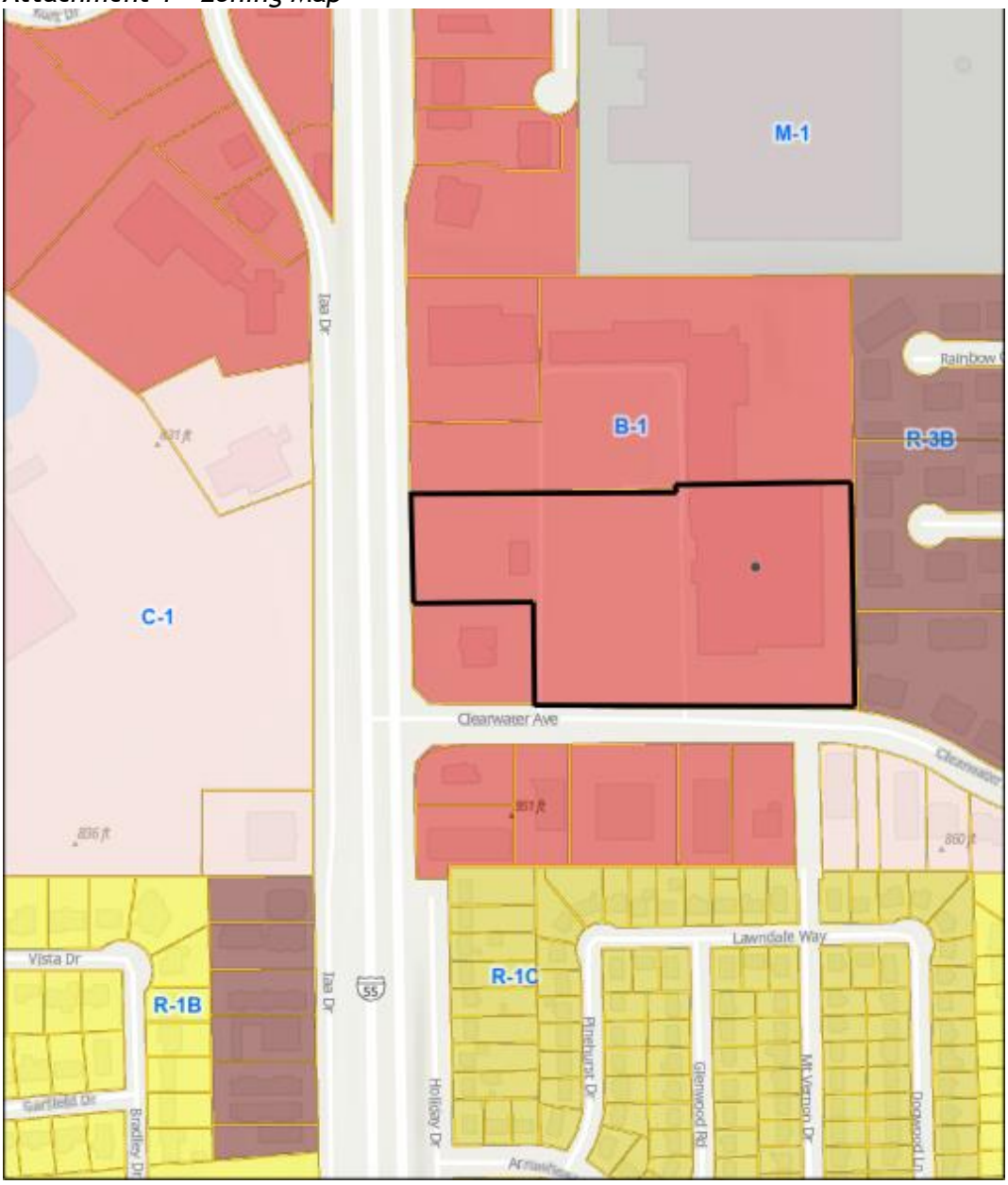
1. Motion to establish findings of fact that the Legislative Site Plan meets the standards and objectives for which the Code is designed and recommend that City Council approve a Site Plan for the property located at 1403 N. Veterans Parkway.

2. Motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 12-7-B-1 of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of the building at 105-feet from a Residential District, for the property located at 1403 N. Veterans Parkway.

Respectfully submitted,
Jon Branham
City Planner

Attachments:
1. Zoning Map
2. Aerial Image
3. Ground Level View
4. Petitioner Submittals, including Site Plan
5. Neighborhood Notice Map

Attachment 1 – Zoning Map



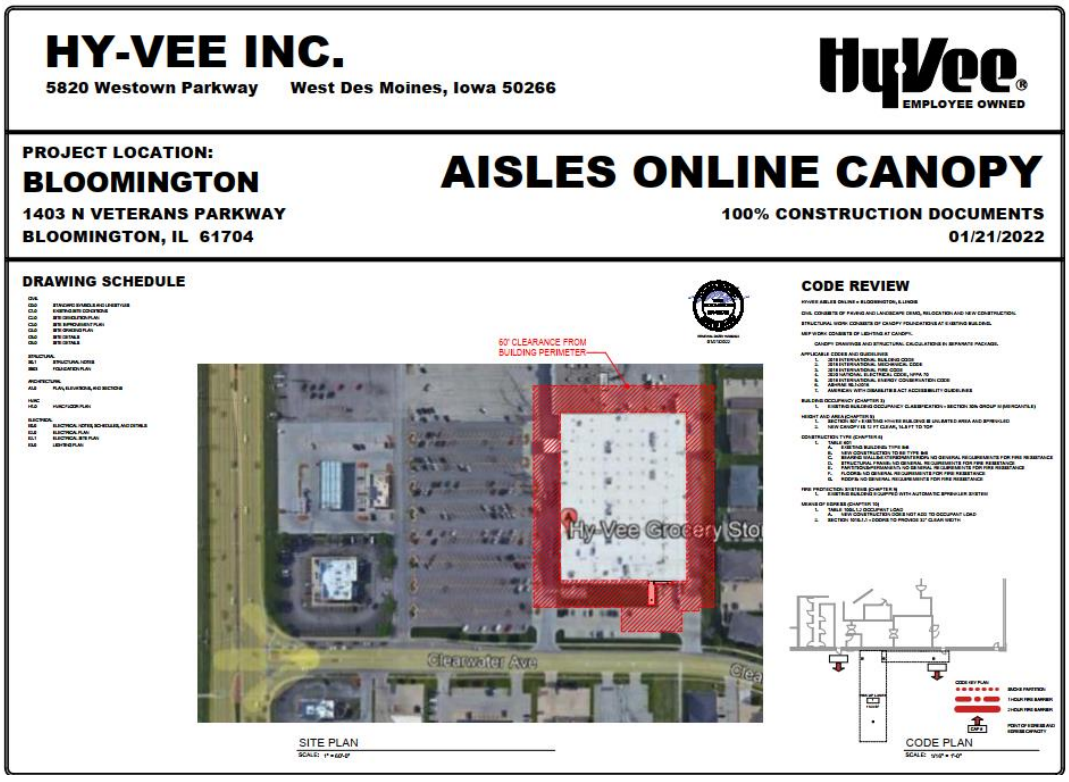
Attachment 2 – Aerial Map

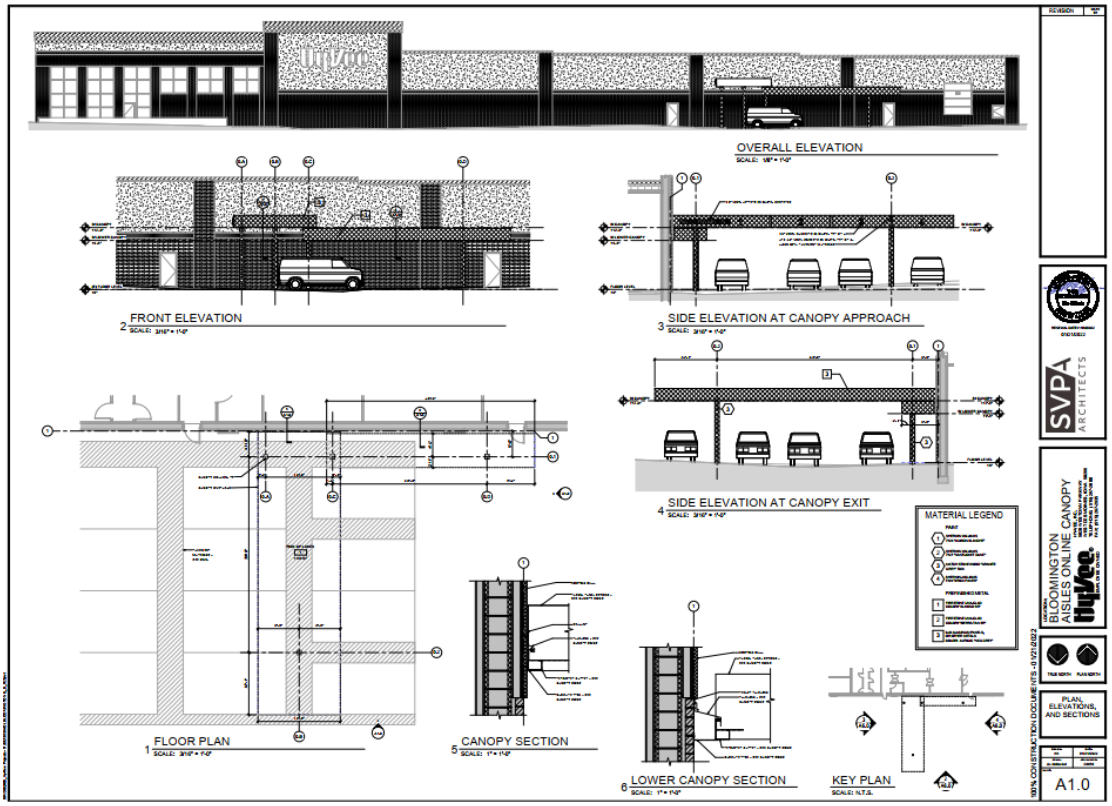


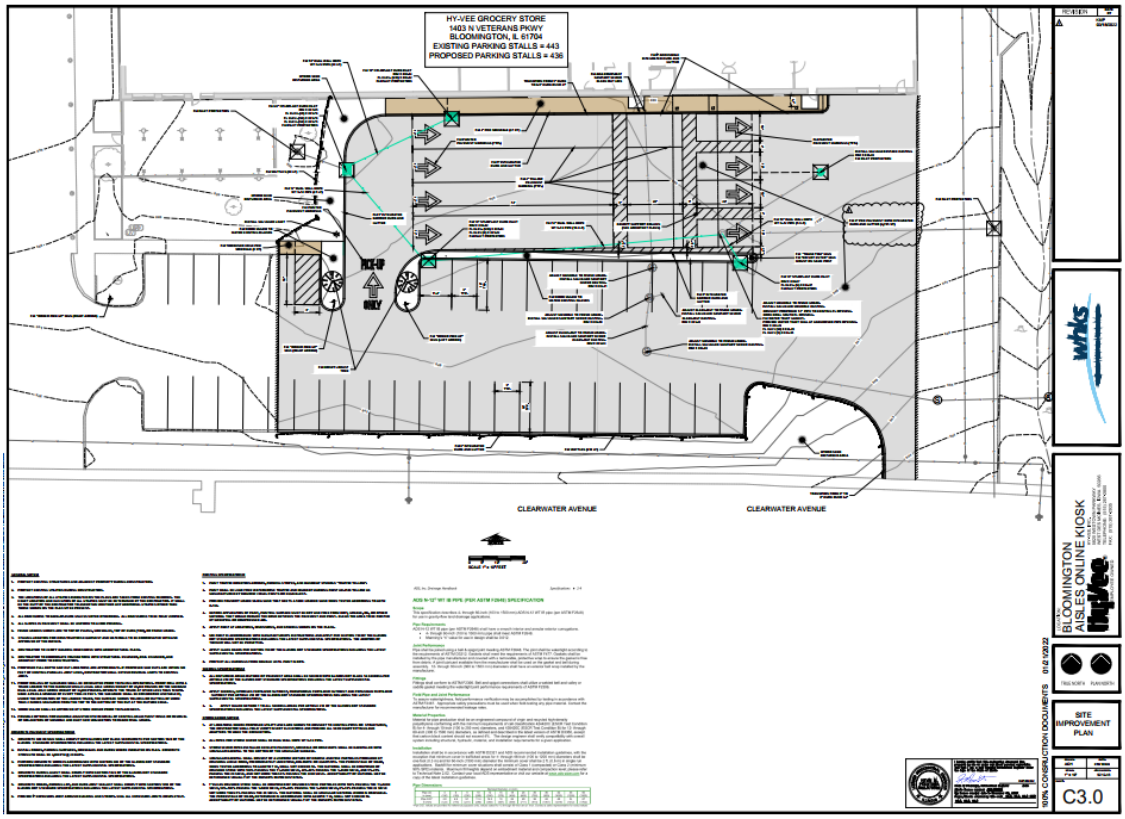
Attachment 3 – Ground Level View(s)

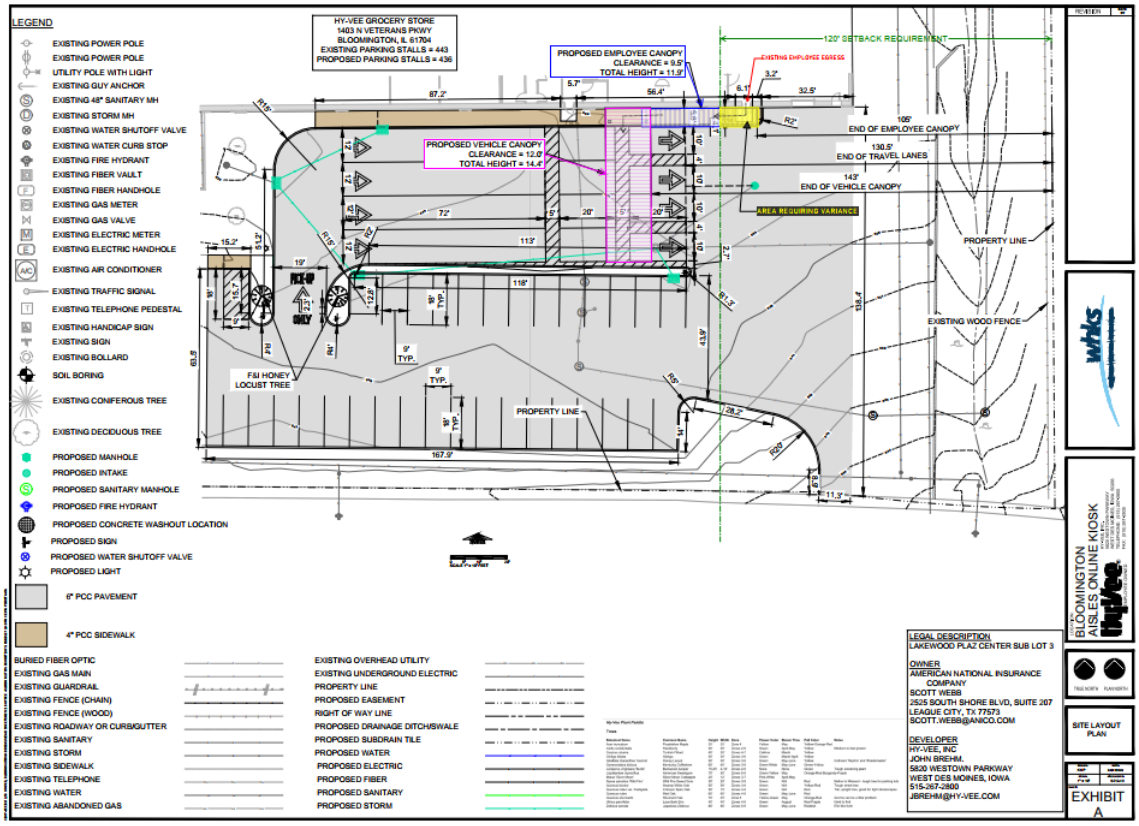


Attachment 4 - Petitioner Submittals, including Site Plan

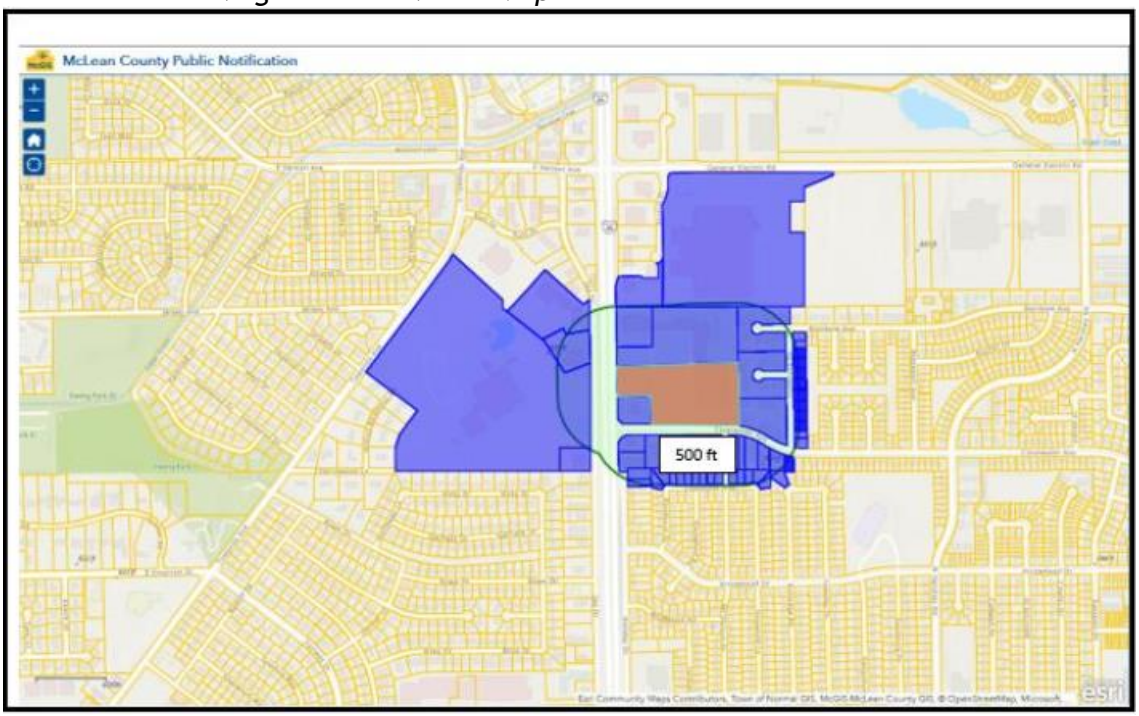



OVERALL ELEVATION
FRONT ELEVATION
SIDE ELEVATION AT CANOPY APPROACH
SIDE ELEVATION AT CANOPY EXIT
MATERIAL LEGEND
FLOOR PLAN
CANOPY SECTION
LOWER CANOPY SECTION
KEY PLAN
SVPA ARCHITECTS
BLOOMINGTON AISLES ONLINE CANOPY
PLAN, ELEVATIONS, AND SECTIONS
A1.0


HY-VEE GROCERY STORE
1403 N VETERANS PKWY
BLOOMINGTON, IL 61704
EXISTING PARKING STALLS = 443
PROPOSED PARKING STALLS = 436
CLEARWATER AVENUE
CLEARWATER AVENUE
BLOOMINGTON AISLES ONLINE KIOSK
SITE IMPROVEMENT PLAN
C3.0



Attachment 5 – Neighborhood Notice Map



stated they have provided approximately 20 additional spaces. He added that there were no banquet or meeting facilities proposed, so only guest parking spaces would be needed.

Vice Chair Boyd inquired if staff could clarify the parking requirements. Mr. Branham stated approximately 140 spaces would be required and that 166 had been provided.

Commissioner Beyer made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1041 Wylie Drive. (PINs: 14-31-353-004 and 14-31-353-005). The motion was seconded by Commissioner Krieger.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Commissioner Kreiger made a motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve the Variance associated with this site plan, to allow 774 square feet provided for each guest room, for the property located at 1041 Wylie Drive. (PINs: 14-31-353-004 and 14-31-353-005) The motion was seconded by Commissioner Patino.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

D. PR-12-22 Public hearing, review and action on a petition submitted by Seneca Companies requesting approval of a Legislative Site Plan with a Variance for the property located at 1403 N. Veterans Parkway. PIN: 14-35-251-010.

Mr. Branham presented the report with a recommendation for approval. He described current site conditions and details of the expansion proposal, including the request for a variance for a shorter distance of the proposed drive-through facility to the adjacent residential district.

Vice Chair Boyd inquired whether there were any anticipated issues with additional traffic or flow. Mr. Branham responded that the item had been preliminary reviewed by Public Works and no concerns were identified.

Jon Brehm (Hy-Vee Inc., 5820 Westown Parkway, West Des Moines, IA) spoke on behalf of the project and provided additional details regarding the proposed pick-up operation. He stated the canopy and drive-up lane for ecommerce purposes. He added the project would protect employees from weather and provide wayfinding for customers to obtain groceries. He stated up to 16 vehicle could be accommodated under the canopy and the average waiting time for grocery pick-up is approximately 60 seconds.

Vice Chair Boyd inquired whether Hy-Vee currently offered online pick-up options. Mr. Brehm

responded yes and that the proposed project would allow for improved service to the customer and a safer environment for employees.

Commissioner Beyer inquired about the car queuing and if there was consideration to reduce the area to meet the residential setback requirement. Mr. Brehm responded that they had investigated options but ultimately needed to align the canopy with the existing door opening.

Commissioner Beyer inquired whether there were any safety concerns. Mr. Brehm responded that they do not anticipate any issues. He stated customers usually drive slow and no other traffic should be coming through this area.

Commissioner Beyer asked if the area would accommodate only smaller vehicles. Mr. Brehm responded that a box truck could fit but it is not intention to allow commercial trucks. He stated they do sometimes see recreational vehicles.

Commissioner Muehleck made a motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1403 N. Veterans Parkway. (PIN: 14-35-251-010) The motion was seconded by Commissioner Krieger.

> Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Commissioner Beyer made a motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 12-7-B-1 of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of the building at 105-feet from a Residential District, for the property located at 1403 N. Veterans Parkway. (PIN: 14-35-251-010) The motion was seconded by Commissioner Krieger.

> Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

E. Z-13-22 Public hearing, review and action on a petition submitted by Eastview Christian Church, requesting a Zoning Map Amendment for the property located at 602 S Main Street, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District. PIN: 21-09-130-003.

City Staff, Mr. Wetterow presented the report with a recommendation for approval. Mr. Wetterow note this property was previously utilized by the YMCA. They have since moved and left the building vacant. Mr. Wetterow noted there is parking adjacent to the building, but there is also a parking lot across E. MacArthur Avenue that is associated with this property and the parking lot is already zoned P-2. The majority of the surrounding properties are zoned P-2 so this zoning request brings this property into alignment with the zoning of the area. Additionally, the P-2 zoning will ensure the proposed and future uses of the property are congruent with the existing neighboring uses which are

CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District for the Property Located at 1301 W. Washington Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner seeks a Zoning Map Amendment for the subject property, from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District, to allow for a portion of the building to be utilized as Business and Trade School.

Summary of Request:

- The property is currently owned by Mid Central Community Action Center (MCCA), a non-profit organization. Workbench Architects is the architectural firm who will be leading the remodeling project.
- The character of the surrounding neighborhood has significantly shifted from the original character that provided for the general manufacturing zoning of the area. The character of the area has shifted over time towards residential and lower intensity uses.
- The property, in its current form, is not in use as manufacturing and would be moving to a more restrictive manufacturing district which would ensure current and future uses will have a minimal impact on the surrounding properties.
- The map amendment is intended to facilitate continued operation of the existing use, while ensuring minimal impact on the surrounding properties, providing a net benefit to the area.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the request. The recommendation is in alignment with Staff recommendation. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Wednesday, October 19, 2022, and courtesy notices were mailed to 48 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Zoning Map Amendment would reduce the ability for high intensity industrial uses to occupy this property, protecting neighboring property values. This area is no longer on the fringe of town and is now well within the developed area, is predominately residential, and lower intensity commercial in nature.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals ED-1.1 (Focus on retention and expansion of existing businesses), ED-3. (Build and maintain a skilled and employable workforce to meet the needs of the current and targeted businesses), ED-3.1 (Workforce availability and retention), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 5B Ordinance Z-11-22
E&CD 5C Staff Report Z-11-22
E&CD 5D DRAFT Minutes Z-11-22

ORDINANCE NO. 2022-____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM M-2 (GENERAL MANUFACTURING) DISTRICT TO M-1 (RESTRICTED MANUFACTURING) DISTRICT FOR THE PROPERTY LOCATED AT 1301 W. WASHINGTON STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District for the property located at 1301 W. Washington Street legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

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

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

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

Section 2. The City Council adopts the findings of fact of the Planning Commission and hereby approves the Zoning Map Amendment from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District for the property at 1301 W. Washington Street, legally described in Exhibit "A".

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 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

All that part of Lot 1 in the Subdivision of Lot 14 in the Subdivision of the South ½ of Section 5 in Township 23 North, Range 2 East of the Third Principal Meridian laying South and West of the right of way of the Lake Erie and Western Railroad Company, in McLean County, Illinois.

PIN: 21-05-328-001

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	November 2, 2022
CASE NO:	Z-11-22, Zoning Map Amendment
REQUEST:	Public hearing, review and action on a request by Workbench Architects on behalf of Mid Central Community Action Center, requesting a Zoning Map Amendment for the property located at 1301 W. Washington Street, from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District. PIN: 21-05-328-001.

BACKGROUND

Petitioners' Request:
The Petitioner seeks a Zoning Map Amendment for the subject property, from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District, to allow for a portion of the building to be utilized as Business and Trade School.

The property is currently owned by Mid Central Community Action Center (MCCA) who is a non-profit organization and Workbench Architects is the architectural firm who will be leading the remodeling project. The building is currently utilized as an office building for MCCA operations. In partnership with Heartland Community College, the project aims to provide a satellite location to serve as an educational space to educate and train students on basic construction and renovation skills. This use is defined as a Business and Trade School which is not permitted under their current M-2 (General Manufacturing) District zoning.

Property Characteristics:
The subject property consists of 1.91 acres of land located at 1301 W. Washington Street. The property is located at the southeast corner of the intersection of Stillwell Street and W. Washington Street. There is a building and associated surface parking area on the property utilized by Mid Central Community Action Center. No manufacturing currently exists on the parcel, the current and proposed uses more appropriately align with the intentions and uses permitted within the M-1 (Restricted Manufacturing) District zoning classification.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Wednesday, October 19, 2022. Courtesy

notices were mailed to 48 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	M-2 (General Manufacturing)	Railroad (Active Rail Line)
South	M-2 (General Manufacturing)	Office/Sports & Fitness Establishment
East	M-1 (Restricted Manufacturing)	Railroad (Active Rail Line)
West	M-2 (General Manufacturing)	Office/Daycare/Warehouse

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: M-2 (General Manufacturing) District

The intent of the M-2 General Manufacturing District is to provide for the more intense types of industrial and manufacturing uses which generally exhibit higher levels of objectionable external effects. This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those basic industries needed to expand employment opportunities within the City.

Proposed Zoning: M-1 (Restricted Manufacturing) District

The intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district.

*A list of permitted uses for manufacturing districts can be found online in Chapter 44, Divisions 6-1.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals ED-1.1 (Focus on retention and expansion of existing businesses), ED-3. (Build and maintain a skilled and employable workforce to meet the needs of the current and targeted businesses), ED-3.1 (Workforce availability and retention), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan.

Zoning Map Amendments are reviewed for consistency with the Comprehensive Plan. The 2035 Comprehensive Plan Future Land Use map identifies this section of W. Washington Street as Regional Commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City.

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 M-2 to M-1

1. **The suitability of the subject property for uses authorized by the existing zoning.**

   Uses permitted within the current M-2 (General Manufacturing) District are primarily oriented for more intense types of industrial and manufacturing which generally exhibit higher levels of objectionable external effects. This district provides for industrial, manufacturing, warehouse, storage, transfer service, and public and private utility uses. This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those basic industries needed to expand employment opportunities within the City.

2. **The length of time the property has remained vacant as zoned considered in the context of land development in the area.**

   The building is not vacant has been utilized by Mid Central Community Action Center (MCCA) for office operations since 2007. The character of the surrounding neighborhood has significantly shifted from the original character that provided for the general manufacturing zoning of the area. The character of the area has shifted over time towards residential and lower intensity uses.

3. **The suitability of the subject property for uses authorized by the proposed zoning.**

   "Business and Trade Schools" is a permitted use in the proposed M-1 (Restricted Manufacturing) District. Additionally, lower intensity industrial, commercial and offices uses are permitted. The surrounding neighborhood has shifted towards residential and institutional uses down zoning of this property supports the trend.

4. **The existing land uses and zoning of nearby property.**

   The subject property is surrounded by commercial, office, and warehouse uses. Indicating a trend towards lower intensity uses.

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.**

   If the zoning map amendment is granted, the applicant would be able to partner with Heartland Community College to offer additional educational and training services to the community which are in critical need. Additionally, the zoning map amendment will result in better alignment of the current use of building with the zoning of the property. The use the property in its current form is not manufacturing and moving to a more restrictive manufacturing district ensures current and future uses will have minimal impact on surrounding properties. The use will be a benefit to the neighboring properties and community as a whole.

6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The site has access to W. Washington Street and Stillwell Street.

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.**

   There is no new exterior construction associated with the request, all the work associated is interior remodeling of the building. City code does not require an updated stormwater plan as 1,400 square feet of external impervious surface is not being disturbed.

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 site is currently served by existing watermains and sewer connections, as well as fire and police protection. The property is served by District 87 school district.

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 is intended to facilitate continued operation of the existing use, while ensuring minimal impact on the surrounding properties, providing a net benefit to the area.

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

    By reducing the ability for high intensity industrial uses to occupy this property, the neighboring property values are protected. This area is no longer on the fringe of town and is now well within the developed area and is predominately residential and lower intensity commercial in nature. The zoning restrictions are not expected to dimmish property values.

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

    The proposed Zoning Map Amendment is not anticipated to diminish property values in the area. Please see above.

12. **Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

    The Comprehensive Plan Future Land Use Map identifies the subject property as regional commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City. By moving the property towards M-1 the conventional heavy industrial uses are removed while permitting regional commercial uses as desire per the plan.

13. **Whether the City needs the proposed use.**

    The proposed map amendment would allow an existing use to continue to utilize the property to serve the needs of the citizens.

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):

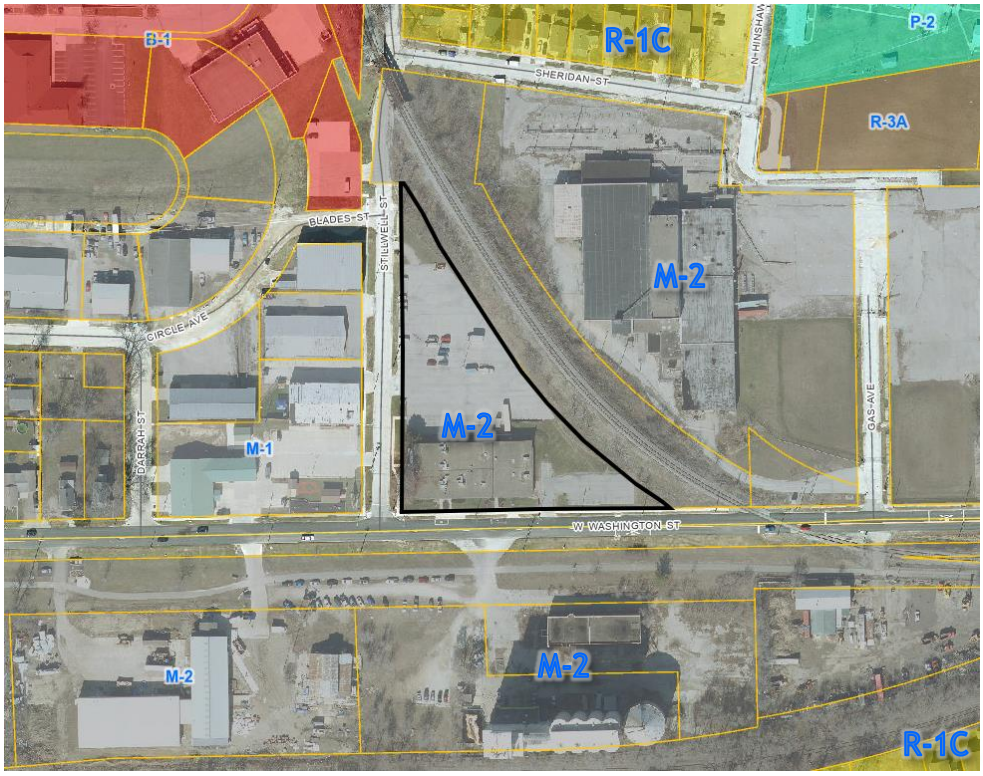
> Motion to establish findings of fact that the proposed Zoning Map Amendment ***is in the public interest and not solely for the benefit of the petitioner*** and recommend ***approval*** of the petition.

Respectfully submitted,
Glen Wetterow
City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View(s)
4. Petitioner-Submission – Description of Project
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)








11-9







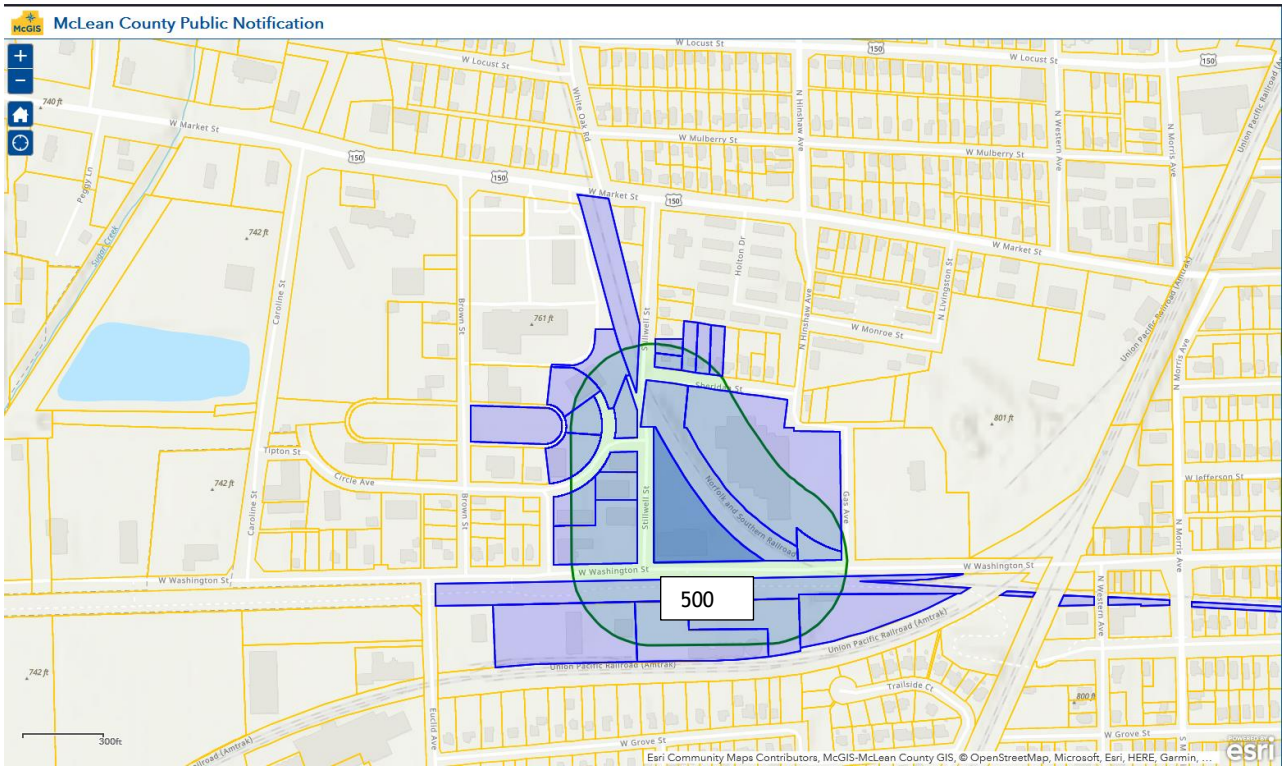
Attachment 4 – Petitioner-Submission – Description of Project

The existing building at 1301 West Washington Street in Bloomington, IL is owned by Mid Central Community Action, a non-profit organization, and is occupied as an office building for their operations. In partnership with Heartland Community College, the project aims to provide an educational space to educate and train students on basic construction and renovation skills.

The existing site is currently zoned M-2 Manufacturing, which does not permit Institutional Education Business and Trade Schools to exist. However, as no manufacturing currently exists on the parcel, it more appropriately aligns with the intentions of zoning classification M-1. Additionally, the adjacent property to the west is currently zoned M-1. Rezoning the parcel from M-2 to M-1 allows the proposed usage of a “Business and Trade School” as identified in Table:6-2(A): Manufacturing District - Permitted and Special Uses.

Therefore, we ask that this parcel be considered for rezoning under the M-1 classification to allow education and training for aspiring students through the education of this Heartland Community College satellite location, as well as aligning with the current usage of the property.

Attachment 5 - Neighborhood Notice Map



B. Z-11-22 Public hearing, review and action on a petition submitted by Workbench Architects requesting approval of a Zoning Map Amendment for the property located at 1301 W. Washington Street, from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District. PIN: 21-05-328-001.

City Staff, Glen Wetterow presented the staff report with a recommendation for approval. Mr. Wetterow noted this request is to downgrade the zoning from M-2 to M-1. Mr. Wetterow stated the petitioner is making this request because they are seeking to add an additional use to the services they currently provide. The additional use is not permitted in the M-2 zoning district. Mr. Wetterow noted the character of the neighborhood has shifted from manufacturing/industrial to mixed use with residential, commercial, and light industrial (warehouse) uses. The M-1 zoning request is complementary and consistent to the existing uses in the area. The M-1 zoning is consistent with the City's Comprehensive Plan.

No questions for Staff from Commission.

Vice-Chair Boyd opened the public hearing portion of the meeting related to this case.

Scott Swanson of Workbench Architects (234 Front Street, Bloomington, IL) spoke on behalf of the project. He is acting on behalf of the owner, Mid Central Community Action (MCCA), Inc. MCCA is establishing a partnership with Heartland Community College to provide introductory courses in the trades. This is a great location to offer these services. Mr. Swanson stated the owner was surprised to find the zoning of the property was still industrial/manufacturing as it has not been utilized as such for a considerable period. MCCA utilizes the building for office purposes. The classes will be offered on the lower level of the existing building. Mr. Swanson noted there is plentiful existing parking to accommodate existing and this proposed used. Mr. Swanson noted that building is likely never going to be utilized for manufacturing/industrial purposes so the downgrade in zoning to M-1 is appropriate. Lastly, Mr. Swanson noted this is partnership will result in a great asset to the community.

There were no additional comments for or against the petition.

Vice-Chair Boyd closed the public hearing portion of the meeting related to this case.

Commissioner Krieger made a establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition.: The motion was seconded by Commissioner Muehleck.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the Property Located at 602 S. Main Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner seeks a Zoning Map Amendment for the subject property, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow for the building to be utilized as a Community Center.

Summary of Request:

- The property is currently owned by the Young Men's Christian Association (YMCA), a non-profit organization, and was utilized as the main facility of operations until they recently constructed a new facility at 202 St. Joseph Drive. The YMCA recently moved into the new location leaving this building temporarily vacant.
- Given the prominence of vacant commercial property in the area, it is likely that without the rezoning the property will become vacant or unutilized for a considerable period of time.
- The adjacent P-2 zoned properties take advantage of the transportation network provided via publicly available transit and proximity to downtown services.
- The proposed zoning of P-2 matches the surrounding properties immediately to the north, south, and east of the building. The parcel which contains additional parking is already zoned P-2.

On Wednesday, November 2, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the request, finding that the proposed rezoning is in the public interest and not solely for the benefit for the applicant. The recommendation is in alignment with Staff recommendation. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, October 18, 2022, and courtesy notices were mailed to 38 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed zoning map amendment would allow for the continued use of a building, preventing it from becoming vacant. This ensures property values and adjacent properties are maintained. The services provided at this location will provide individuals with the necessary skills to gain employment, thus increasing employment within the community.

AMERICAN RESCUE PLAN FUNDING 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), ED-1.1 (Focus on retention and expansion of existing businesses), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 6B Ordinance Z-13-22
E&CD 6C Staff Report Z-13-22
E&CD 6D DRAFT Minutes Z-13-22

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-1 (GENERAL COMMERCIAL) DISTRICT TO P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT FOR THE PROPERTY LOCATED AT 602 S. MAIN STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the property located at 602 S. Main Street legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

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

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

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

Section 2. The City Council adopts the findings of fact of the Planning Commission and hereby approves the Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the property at 602 S. Main Street, legally described in Exhibit "A".

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 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

WOODHILL SUB LOTS 1 & 3 (EX BEG NE COR LOT 3, S38.85', W57.5', S250', W10', N257.07' NE TO POB)

PIN: 21-09-130-003

PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: November 2, 2022

CASE NO: Z-13-22, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition submitted by Eastview Christian Church, requesting approval of a Zoning Map Amendment for the property located at 602 S. Main Street, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District. PIN: 21-09-130-003.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Zoning Map Amendment for the subject property, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow of the building to be utilized as a Community Center. The property is currently owned by the Young Men's Christian Association (YMCA), a non-profit organization, and was utilized as the main facility of operations until they recently constructed a new facility at 202 St Joseph Drive. The YMCA recently moved into the new location leaving this building temporarily vacant. Eastview Christian Church is seeking to purchase the property and utilize it for a variety of community partnerships and faith-based programming; this includes expanding the church's offering of outreach-oriented sports leagues and activities for youth and adults. No major structural changes are anticipated with the property other than closing and filling in the swimming pool to make room for additional recreational space. Other than minor improvements and replacements, the remainder of the property would remain as-is.

The YMCA's use is defined as a Sports and Fitness Establishments, based upon the services offered and requiring a fee to be a member or utilize their services. The additional offerings proposed by Eastview Community Church results in their use being defined as a Community Center. This results in a change of use and the proposed use is not permitted in the B-1 zoning district. The Petitioner is requesting the zoning be changed to P-2 as the intent of this district more correctly aligns with the proposed use of the property and the Community Center use is permitted within this district.

Property Characteristics:
The subject property consists of 2.26 acres of land located at 602 S. Main Street. The property is located between E. Oakland Avenue and E. Macarthur Avenue near the intersection of those two streets and S. Main Street. There is a building and associated surface parking area on the property utilized by Young Men's Christian Association (YMCA). The former YMCA property was originally built in 1951 and is approximately 44,000 square feet in size. There are 29,000 square feet on the first floor, and 15,000 square feet on the second floor. The primary parcel consists of the main

building and adjoined parking lot. The YMCA site also includes an additional parking lot, zoned P-2, under a different parcel at the intersection of Oakland Avenue and S. East Street.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, October 18, 2022. Courtesy notices were mailed to 38 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	P-2 (Public Lands and Institutions)	Government Services and Facilities
South	P-2 (Public Lands and Institutions)	Multi-Family Dwellings
East	P-2 (Restricted Manufacturing)	Community Center
West	B-1 (General Commercial)	Vehicle Fueling Station

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: B-1 (General Commercial) District

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

Proposed Zoning: P-2 (Public Lands and Institutions) District

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area.

*A list of permitted uses for commercial and public interest districts can be found online in Chapter 44, Divisions 5-1 and 7-1, respectively.

Compliance with the Comprehensive Plan
The proposed Zoning Map Amendment contributes to Goals N-1. (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), ED-1.1 (Focus on retention and expansion of existing businesses), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan.

Zoning Map Amendment requests are reviewed for consistency with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of E. Oakland Avenue and E. Macarthur Street as Mixed Use in the built areas. The Land Use Priorities map

identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City. This area is also identified as part of the Downtown Gateway in the Opportunities for Infill Development and Redevelopment Map.

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 B-1 to P-2

1. **The suitability of the subject property for uses authorized by the existing zoning.**

   Uses permitted within the B-1 (General Commercial) District are primarily commercially oriented. The District is designed to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The intent is to facilitate development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. Uses permitted in this district will provide for those services to meet the commercial/retail needs within the City.

2. **The length of time the property has remained vacant as zoned considered in the context of land development in the area.**

   The property is not vacant. The building has been utilized by Young Men's Christian Association (YMCA) for their operations since 1951 but has been recently vacated and placed for sale. Given the prominence of vacant commercial property in the area, it is likely that within the rezoning the property will become vacant or unutilized for a considerable period of time.

3. **The suitability of the subject property for uses authorized by the proposed zoning.**

   While this property is adjacent to a commercial corridor, there are many vacant commercial properties within area. The adjacent P-2 zoned properties take advantage of the transportation network provided via publicly available transit and proximity to downtown services. Addition of this property to the assemblance of P-2 zoned properties would take advantage of these services and proximity.

4. **The existing land uses and zoning of nearby property.**

   The subject property is surrounded by public and residential uses; commercials uses boarder the opposite side of the adjacent right-of-way. Additional public uses would be complementary to the area.

5. **Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.**

If the Zoning Map Amendment is granted, the applicant would be able to utilize the recently vacated building to continue serving the needs of the City of Bloomington. The property is well suited geographically and functionally to serve as a Community Center. The proposed zoning of P-2 matches the surrounding properties immediately to the north, south, and east of the building. The parcel which contains additional parking is already zoned P-2. Given the location the use will be a benefit to the neighboring properties and community as a whole.

6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

   The site has access to E. Oakland Avenue and E. Macarthur Avenue.

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.**

   The entire site is predominately impervious. Any redevelopment of the existing site would require review of the site for compliance with stormwater retention/detention standards.

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 site is currently served by existing watermains and sewer connections, as well as fire and police protection. The property is served by District 87 school district.

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 is intended to facilitate continued operation of an existing building. The proposed use will have similar impact on the surrounding properties as the previous use, while continuing to provide a net benefit to the immediate area and community as a whole.

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

    The new zoning restrictions are not expected to dimmish property values.

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

    The proposed Zoning Map Amendment and use are not anticipated to diminish property values in the area.

12. **Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

    The Comprehensive Plan's Future Land Use map identifies the subject property as Mixed Use in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City.

13. Whether the City needs the proposed use.

The proposed Map Amendment would allow the continued use of an existing building which while serving the immediate community and City as a whole.

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):

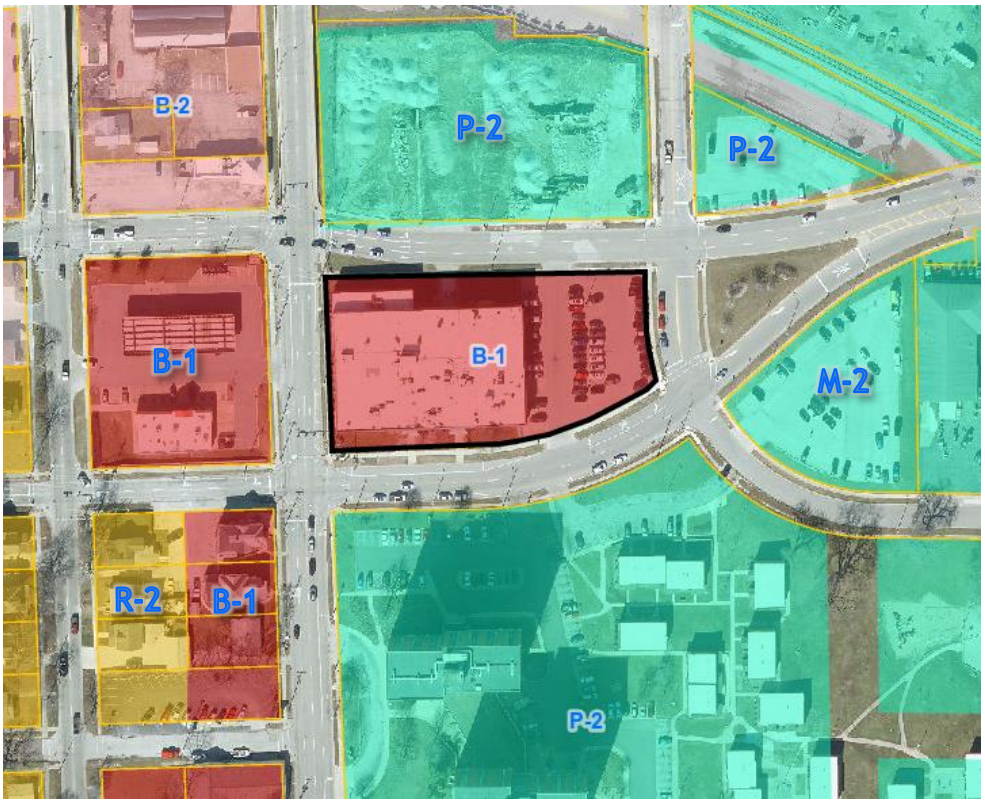
Motion to establish findings of fact that the proposed Zoning Map Amendment ***is in the public interest and not solely for the benefit of the petitioner*** and recommend ***approval*** of the petition.

Respectfully submitted,
Glen Wetterow
City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View(s)
4. Petitioner-Submission – Description of Project
5. Neighborhood notice map

Attachment 1 – Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)






MACARTHUR AVENUE
MAIN STREET


E M. ARTHUR ST

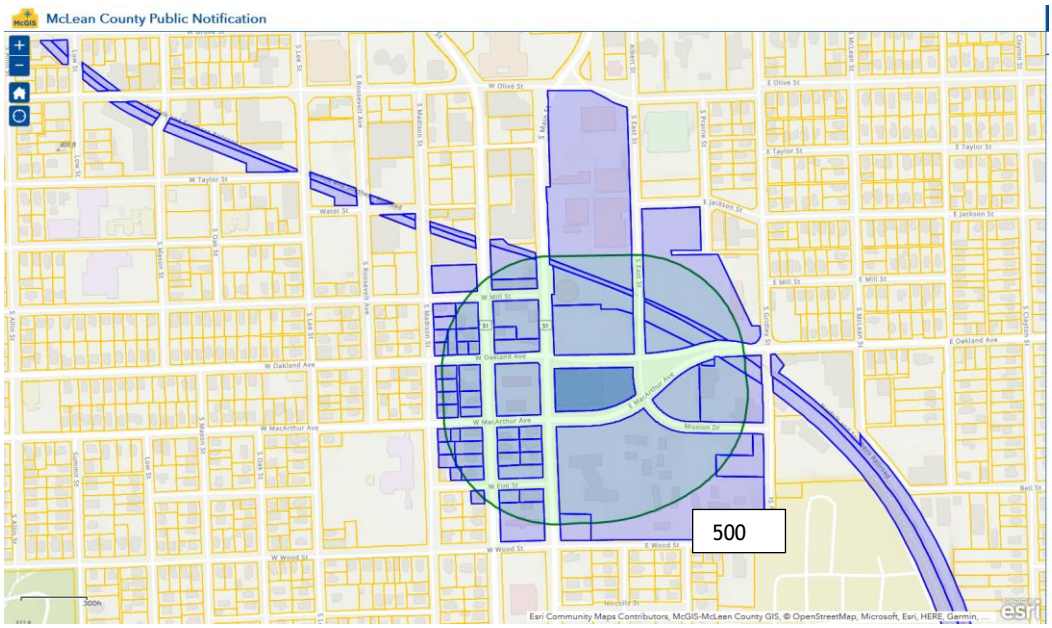

YMCA

Attachment 4 – Petitioner-Submission – Description of Project

Eastview Christian Church has agreed to terms with the Young Men's Christian Association to acquire its former facility located at 602 S. Main Street in Bloomington. Eastview plans to utilize the facility to love and serve McLean County through a variety of community partnerships and faith-based programming. This includes expanding the church's offering of outreach-oriented sports leagues and activities for youth and adults. No major structural changes are anticipated with the property other than closing and filling in the swimming pool to make room for additional recreational space. Other than minor improvements and replacements, the remainder of the property would remain as is.

The property is well suited geographically and functionally to continue serving the needs of the City of Bloomington, especially its west side. The proposed zoning of P-2 matches the surrounding properties immediately to the north, south, and east of the building. In fact, part of the parcel which contains additional parking is already zoned P-2. McLean County has a growing need for community services and programming which Eastview hopes to help meet through its operation of a community center in this space. By continuing to provide youth and adult sports opportunities, Eastview intends to reduce the impact felt by the YMCA's relocation. We also hope to form additional partnerships with community organizations who could benefit from access to additional space or facilities. All of these will benefit the general welfare of the public.

Attachment 5 - Neighborhood Notice Map



E. Z-13-22 Public hearing, review and action on a petition submitted by Eastview Christian Church, requesting a Zoning Map Amendment for the property located at 602 S Main Street, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District. PIN: 21-09-130-003.

City Staff, Mr. Wetterow presented the report with a recommendation for approval. Mr. Wetterow note this property was previously utilized by the YMCA. They have since moved and left the building vacant. Mr. Wetterow noted there is parking adjacent to the building, but there is also a parking lot across E. MacArthur Avenue that is associated with this property and the parking lot is already zoned P-2. The majority of the surrounding properties are zoned P-2 so this zoning request brings this property into alignment with the zoning of the area. Additionally, the P-2 zoning will ensure the proposed and future uses of the property are congruent with the existing uses within the neighborhood which are predominately public/institutional uses. While this area is adjacent to a commercial corridor the uses in the area have shifted from commercial to public/institution. Mr. Wetterow noted the petitioner is making this request because the proposed use, Community Center, is not permitted within the current B-1 zoning district but is permitted in the P-2 zoning district. The YMCA was defined as a Sports and Fitness Establishment which as permitted in the B-1 zoning district. Mr. Wetterow highlighted how the proposed zoning map amendment is in alignment with the City's Comprehensive Plan and meets several of its goals and objectives.

Vice-Chair Boyd as for clarification of the definition of a Sports and Fitness Establishment and a Community Center and their differences. Mr. Wetterow provided the two definitions and identified the differences between them. Mr. Wetterow again noted that a Community Center not permitted in B-1 but a Sports and Fitness Establishment is.

Vice-Chair Boyd opened the public hearing portion of the meeting related to this case.

Tommy Nika of Eastview Christian Church, (1500 N. Airport Road, Normal, IL). Mr. Nika is a staff member at Eastview Christina Church, he is the Community Center Director. Mr. Nika noted that Eastview Christian Church has been working with the YMCA for roughly 8 months to purchase the property. They have also been speaking with Home Sweet Home Ministries as they are located on a neighboring property and utilize the off-site parking lot associated with this property. Eastview Christian Church will continue to allow Home Sweet Home Ministries to utilize the lot for their parking needs. Mr. Nika listed partnerships they are forming to assist in the proposed projects and services they intend to offer at this location. The primary focus will be on youth outreach.

Jeremy Hayes, Executive Director of the City of Bloomington Housing, (104 E. Wood Street, Suite #1) spoke in favor of the petition. Mr. Hayes stated his organization owns and operates Woodhill Towers which is located across E. MacArthur Avenue from the property. He is supporting this request on two counts. The first count is from a land use perspective, the P-2 zoning request is more appropriate than the existing B-1 zoning. When the YMCA left the location, the Housing Authority was concerned about the potential uses which might go into the site and how they might negatively impact the individuals they serve at Woodhill Towers. Secondly, his organization is supporting this request is because if the zoning amendment is approved it will result in a community partner moving into the location and thus ensuring the building does not become vacant. The Housing Authority has a longstanding partnership with

Eastview Community Church. The Housing Authority supports the proposed concept/use for this location.

Mr. Wetterow apologized for not stating this in his Staff Report portion of the meeting but wanted to note that the P-2 zoning has a unique clause associated with it related to discontinuance of a use. Should the use become discontinued for the timeframe specified by the code then the zoning of the property reverts to R-1A which is a single-family zoning district. Should Eastview Christian Church or future owners cease using the property, the property would revert to R-1A zoning and would likely have to be rezoned to accommodate another use on the property. The rezoning would allow for public input as it would have to go before the Commission and surrounding property owners would have to be notified. This ultimately provides a level of protection to the surrounding property owners as it allows for them to have input on the future uses that would go onto the property.

There were no additional individuals present to speak in favor or opposition to the petition.

Vice-Chair Boyd closed the public hearing portion of the meeting related to this case.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Muehleck.

Mr. Krieger – Yes, Mr. Muehleck – Yes, Mr. Sant-Amour – Yes, Ms. Patino – Present, Ms. Beyer – Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Staff noted that this case will be placed on the November 28, 2022, City Council agenda for final consideration.

DRAFT

CONSENT AGENDA ITEM NO. 8.S

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 4, Ward 6, and Ward 7

SUBJECT: Consideration and action on a Resolution Authorizing the Closure of State Highway Business 51 for the Jaycees Holiday Parade on December 3, 2022, at 10 a.m. , as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Bloomington Normal Jaycees organize and implement their annual Holiday Parade, utilizing Business 51, a State Highway. The parade route connects the Twin Cities in a joint holiday celebration. For the safety of all participants, the Illinois Department of Transportation (IDOT) requires a resolution to be passed by City Council to allow Business 51 to be closed from Division Street to Locust Street. The City takes on various mandated responsibilities as a result of the resolution, and the Jaycees are required to carry insurance and indemnify the City. The parade concludes on Center Street in Downtown Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington-Normal Jaycees have sponsored this event for a number of years and use it as the kickoff to the holiday season.

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: Catherine Dunlap, Downtown Development Specialist

ATTACHMENTS:
ECD 9B Resolution
ECD 9C Parade Map

ECD 9D Special Event Permit

RESOLUTION NO. 2022 - ___

A RESOLUTION AUTHORIZING THE CLOSURE OF STATE HIGHWAY BUSINESS 51 FOR THE JAYCEES HOLIDAY PARADE ON DECEMBER 3, 2022, AT 10 A.M.

WHEREAS, the Bloomington-Normal Jaycees are sponsoring a Holiday parade in the City of Bloomington, Illinois, which constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of Business 51 southbound (Center Street), a State Highway in the City of Bloomington, Illinois, ("*City*") from Division Street to Locust Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation ("*IDOT*") to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

BE IT FURTHER RESOLVED, that permission to close Business 51 Southbound from Division Street to Locust Street as above designated, be requested of the IDOT; and

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 10:00 A.M. and 11:30 A.M. on Saturday, December 3, 2022. The rain/weather date will be December 10, 2022, during the approximate time period between 10:00 a.m. and 11:30 a.m.; and

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the IDOT, and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St; and

BE IT FURTHER RESOLVED, that the City assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect; and

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour; and

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned; and

BE IT FURTHER RESOLVED, that all debris shall be removed by the City prior to reopening the State Highway Business 51; and

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the IDOT. These items shall be provided by the City; and

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices; and

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above; and

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the IDOT, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the IDOT which is the subject of this resolution. The obligation is binding upon the City regardless of whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the IDOT or its officers, employees, or agents; and

BE IT FURTHER RESOLVED, that the Bloomington-Normal Jaycees shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of $1,000,000 per person and $2,000,000 aggregate which has the IDOT, its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the IDOT before the road is closed; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the IDOT to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PASSED this 28th day of November 2022.

APPROVED this ___ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

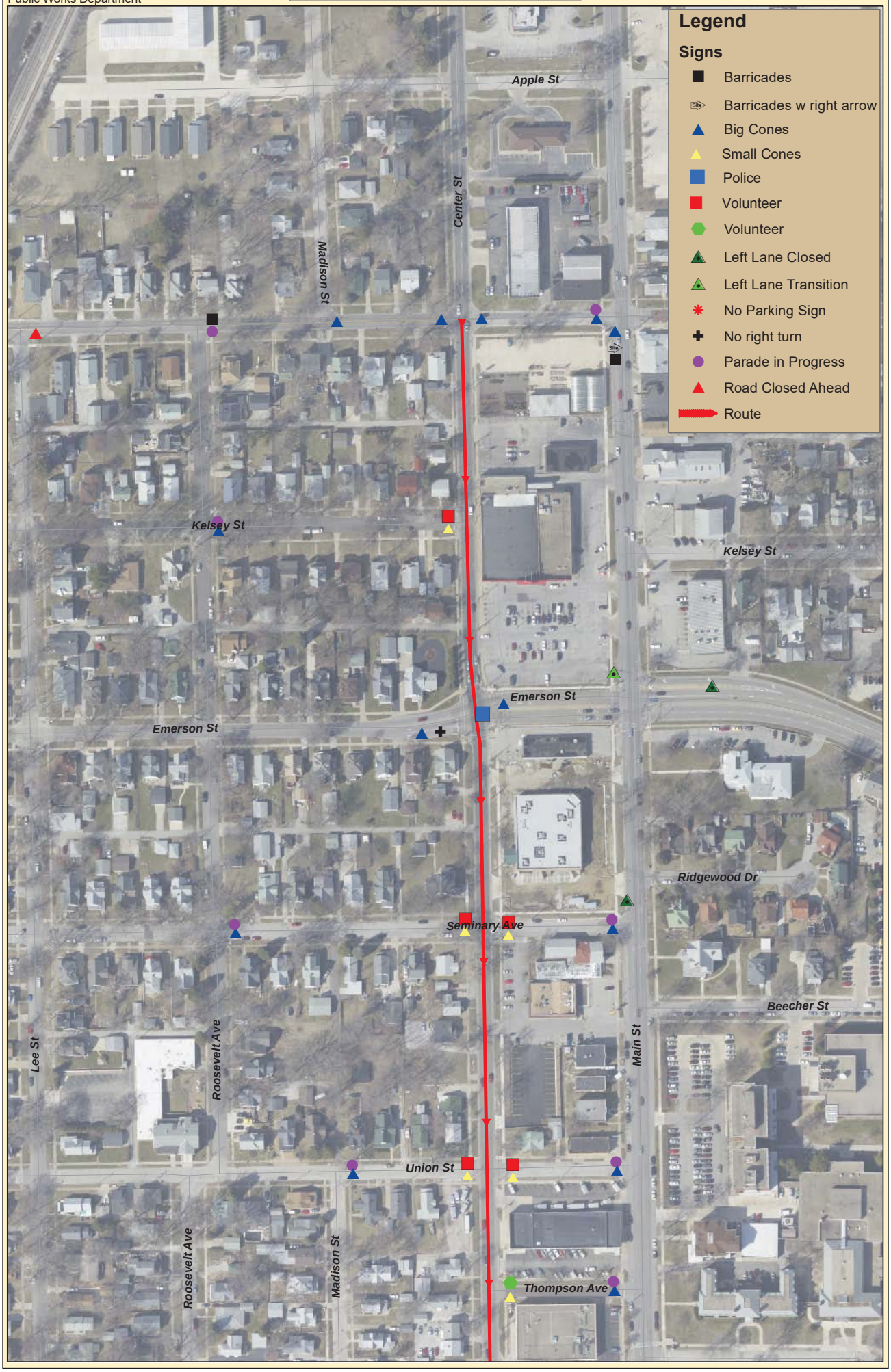
CITY OF BLOOMINGTON

DATE 11/10/2016

Public Works Department

Xmas Parade P1

0 75 150 300 Feet



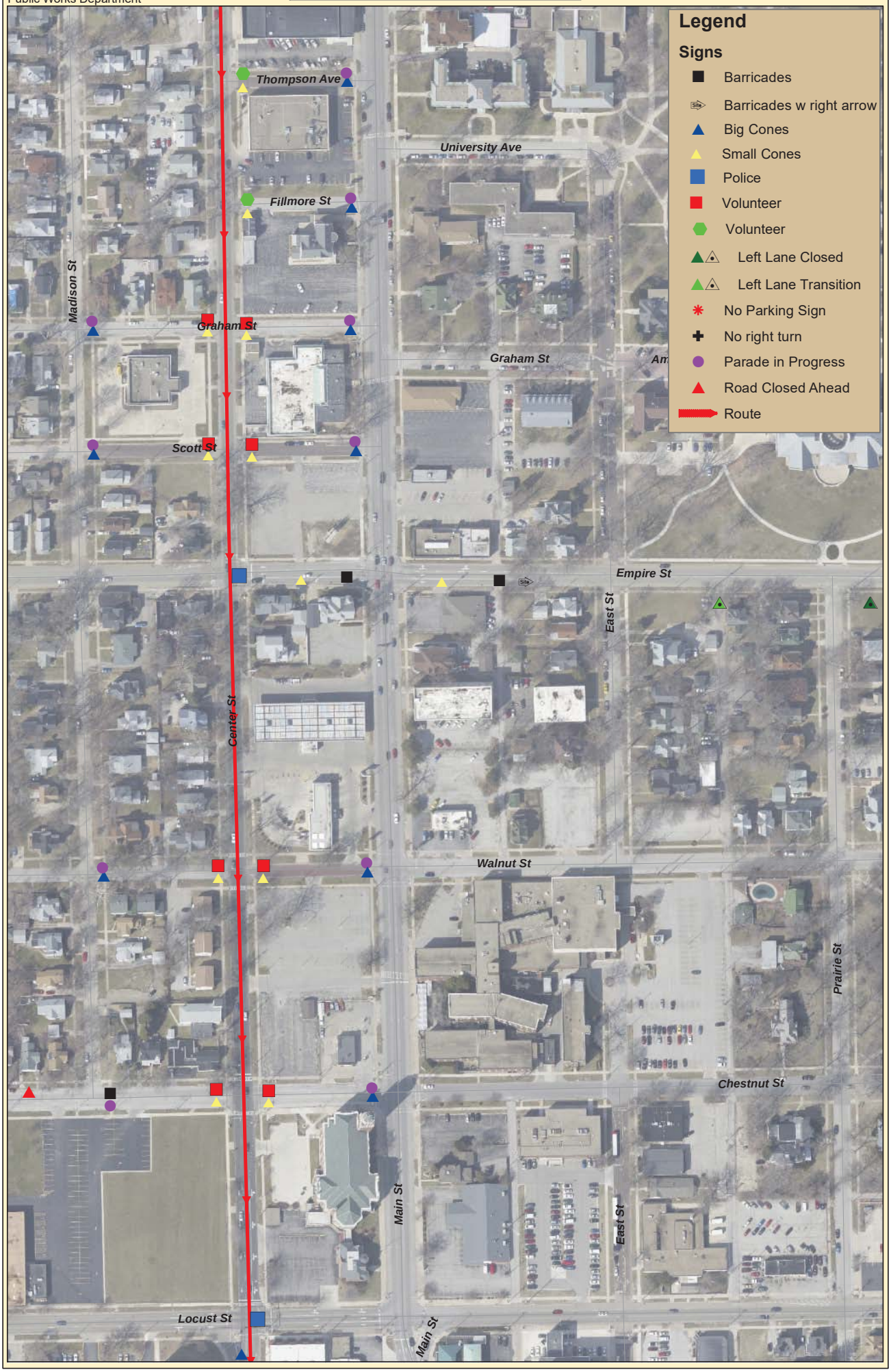
CITY OF BLOOMINGTON

DATE 11/10/2016

Public Works Department

Xmas Parade P2

0 75 150 300 Feet



CITY OF BLOOMINGTON

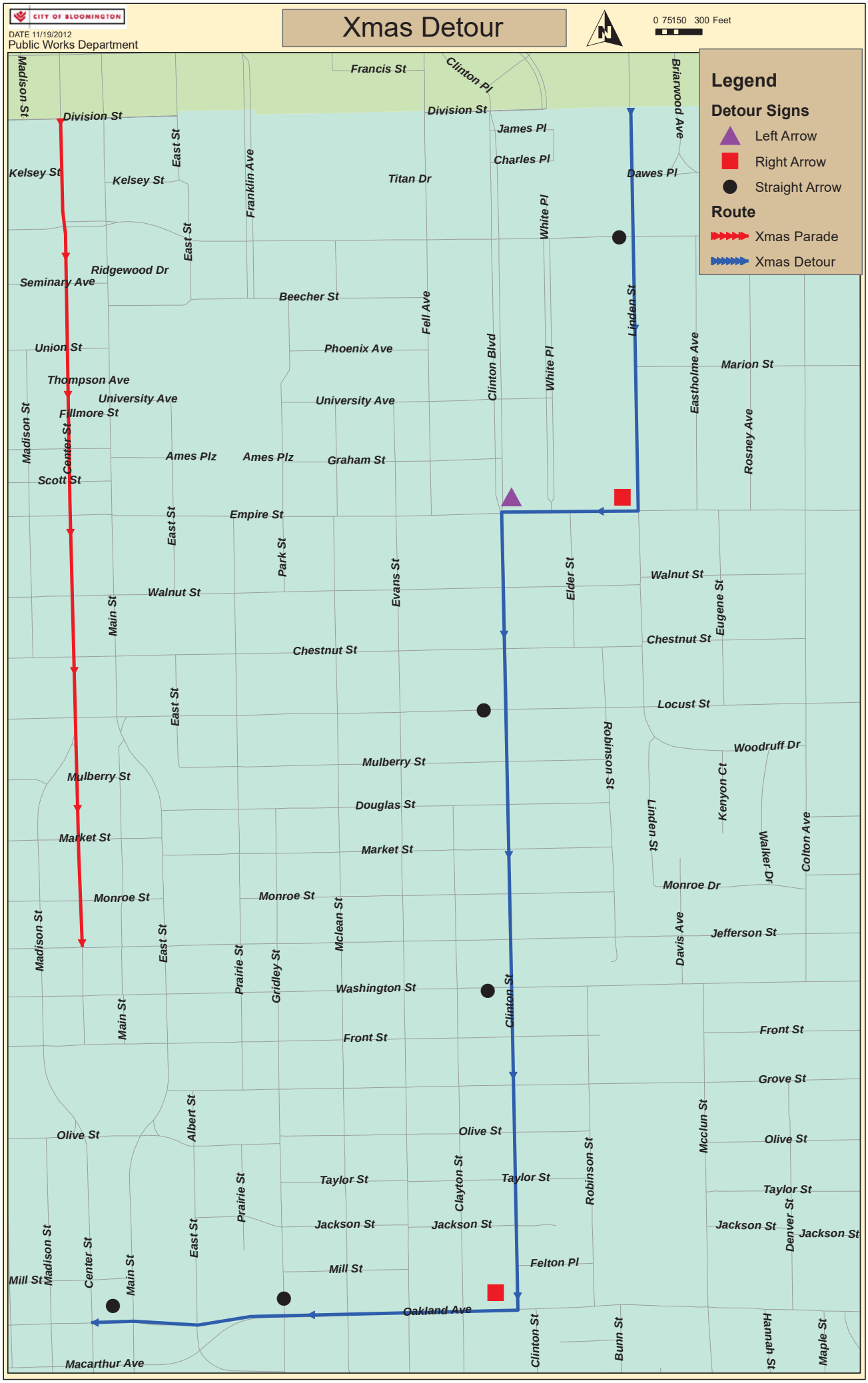
DATE 11/10/2016

Public Works Department

Xmas Parade P3

0 75 150 300 Feet




CITY OF BLOOMINGTON
DATE 11/19/2012
Public Works Department
Xmas Detour
0 75150 300 Feet
Legend
Detour Signs
Left Arrow
Right Arrow
Straight Arrow
Route
Xmas Parade
Xmas Detour
Madison St
Division St
Francis St
Clinton Pl
Briarwood Ave
James Pl
Charles Pl
Dawes Pl
Kelsey St
East St
Franklin Ave
Titan Dr
White Pl
Ridgewood Dr
Seminary Ave
Beecher St
Fell Ave
Linden St
Union St
Phoenix Ave
Clinton Blvd
Eastholme Ave
Marion St
Thompson Ave
University Ave
Fillmore St
Center St
Rosney Ave
Ames Plz
Graham St
Scott St
Empire St
Park St
Evans St
Elder St
Walnut St
Eugene St
Main St
Chestnut St
Locust St
Robinson St
Woodruff Dr
Mulberry St
Douglas St
Kenyon Ct
Linden St
Walker Dr
Colton Ave
Market St
Monroe St
Monroe Dr
Mclean St
Davis Ave
Jefferson St
Prairie St
Gridley St
Washington St
Clinton St
Front St
Grove St
Albert St
Olive St
Mcclun St
Taylor St
Clayton St
Robinson St
Denver St
Jackson St
Mill St
Felton Pl
Oakland Ave
Macarthur Ave
Bunn St
Hannah St
Maple St

SPECIAL EVENT PERMIT

HOLIDAY PARADE
DATE: DECEMBER 3, 2022; Weather Date: December 10, 2022
TIME: 8:30 AM TO 12:30 PM

Date Prepared: November 2, 2022

SPONSORING ORGANIZATION(S): Bloomington/Normal Jaycees
CONTACT PERSON: Andi Whalen
PHONE: [redacted]
EMAIL: xmasparade@gmail.com
APPLICATION RECEIVED: Yes
CERTIFICATE OF INSURANCE RECEIVED: Yes
HOLD HARMLESS: Yes

NATURE OF EVENT:
The parade will start in Normal at 10:00 am at the Kingsley Junior High School parking lot and proceed south on Kingsley/Center St. through Normal and into Bloomington. The parade will proceed on Center St. where Route 51 curves around to Madison St. The parade will disperse at Jefferson St. in Downtown Bloomington using Center St. (south) and Jefferson St. (west). Washington St. will remain open. This will require a detour for Route 51. The theme is "Season's Eatings: A Gingerbread Affair."

DETOUR:
Detour for Route 51 southbound will be set up as follows: In Normal, detour Main St. at College Ave. east to Linden St. In the City of Bloomington, the detour continues south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St.

Detour signs:

Intersection of Linden St. and Emerson St. – Straight arrow.

Intersection of Linden St. and Empire St. – Right arrow, (turn west).

Intersection of Empire St. and Clinton St. – Left arrow (turn south).

Intersection of Clinton St. and Locust St. – Straight arrow.

Intersection of Clinton St. and Washington St. – Straight arrow.

Intersection of Clinton St. and Oakland Ave. – Right arrow (turn west).

Intersection of Oakland Ave. and Gridley St. – Straight arrow.

Intersection of Oakland Ave. and Main St. – Straight arrow.

SPECIAL EVENT PERMIT

Intersection of Oakland Ave. and Center St. – Left arrow (turn south)

TRAFFIC RESTRICTIONS:
Parking must be prohibited on Linden St. between Emerson St. and Empire St. due to street width of twenty-six feet, (26'). Parking will also be prohibited on Center St. between Mulberry St. and Washington St. and Jefferson St. between Madison St. and East St. No parking signs must be placed no later than 10 p.m. on Thursday, December 1.

Parade route signage:
Intersection of Division St. and Lee St. – Road closed ahead sign.

Intersection of Division St. and Roosevelt St. – Road Closed with barricades

Intersection of Division St. and Madison St. – Large cone east of Madison.

Intersection of Division St. and Center St. - Two (2) large cones, one (1) located east and west of Center St.

Intersection of Division St. and Main St. – Road Closed sign with large cone located west of Main, and large cone with barricade northwest bound lane.

Intersection of Roosevelt Ave. and Kelsey St. – Road Closed sign and large cone located east of Roosevelt.

Intersection of Roosevelt Ave. and Seminary Ave. – Road Closed sign and large cone located east of Roosevelt.

Intersection of Madison St. and Union St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Graham St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Scott St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Walnut St. – Road closed sign and large cone located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed sign and barricade located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed ahead sign located west of Madison.

Intersection – Y split Madison St. and Center St. – Large cone on Madison St. south of Locust St.

SPECIAL EVENT PERMIT

Intersection of Madison St. and Monroe St. – Road closed sign and large cone located east of Madison.

Intersection of Madison St. and Jefferson – Large cone located east of Madison.

Intersection of Center St. and Kelsey St. – a small cone.

Intersection of Center St. and Emerson St. – No right turn sign and large cone located west of Center and Police officer and large cone located east of Center.

Intersection of Center St. and Seminary Ave. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Union St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Thompson Ave. – Volunteer and small cone located east of Center.

Intersection of Center St. and Fillmore St. – Volunteer and small cone located east of Center.

Intersection of Center St. and Graham St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Scott St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Empire St. – Police.

Intersection of Center St. and Walnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Chestnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Locust St. – Police.

Intersection of Center St. and Market St - Police.

Intersection of Main St. and Emerson St. – Left lane closed sign located north of Emerson, left lane transition sign located east of Main.

Intersection of Main St. and Seminary Ave. – Left lane closed sign located north of Seminary, Road closed sign and large cone located west of Main.

Intersection of Main St. and Union St. – Road Closed sign and large cone located west of Main.

Intersection of Main St. and Thompson Ave. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Fillmore St. – Road closed sign and large cone located west of Main.

SPECIAL EVENT PERMIT

Intersection of Main St. and Graham St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Scott St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Empire St. – Barricade and small cone located west of Main and small cone and barricade located east of Main.

Intersection of Main St. and Walnut St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Chestnut St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Mulberry St. – Road closed sign and large cone located west of Main, and a large cone located south of Mulberry.

Intersection of Main St. and Monroe St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Jefferson St. – Large cone located west of Main.

Intersection of Empire St. and Prairie St. – Left lane transition sign located east of Prairie.

Intersection of Empire St. and East St. – Left lane closed sign located east of East.

POLICE:
Police will be stationed at the intersections of Center St. & Emerson St., Center St. & Empire St., Center St. & Locust St., and Center St. & Market St. These signaled intersections are along State Routes and main through streets and should not be blocked. All signals including Center St. & Chestnut St. will be put on flash just before the Parade starts.

Town of Normal squad cars will lead the parade. The City of Bloomington will provide either a squad car to lead or follow only.

FIRE DEPARTMENT:
The Bloomington Fire Department will provide the Fire truck for Santa. This will alternate with the Town of Normal each year.

PUBLIC WORKS:
Public Works will install cones at parking lot driveways for some of the largest businesses, such as Kroger, Thornton's Gas Station, Kibler-Brady-Ruestman Memorial Home, Holy Trinity, and Walgreens to prevent shoppers from entering Center St. Public Works crews will install cones at all intersections.

The street sweeper will go along the parade route after the parade to remove any left-over litter, weather permitting.

AMERICANS WITH DISABILITIES ACT CONSIDERATIONS:

SPECIAL EVENT PERMIT

The event organizer will provide reasonable accommodations in making their event accessible to those with disabilities. This includes, but is not limited to; ADA-compliant bathrooms or porta-potties, access to food and beverage, designated walkways or aisles of at least five feet in width, allowing service animals, and have access to or provide designated ADA parking. Please adhere to state ADA guidelines, https://www.illinoisattorneygeneral.gov/rights/disabilityrights.html Here is an additional resource to aid event organizers ADA accessible, https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities

ORGANIZER WILL DO THE FOLLOWING:

1. Jaycees will inform businesses and residences on Center St and Jefferson Street from Main to the alley past Center of the event at least fourteen days prior to the event and provide notification to the City's Economic Development Division.
2. **Inform the float drivers that they are to drop off their participants starting at Jefferson Street and then move the floats. The floats are not to stop, preventing the remainder of the parade from entering Downtown Bloomington and dispersing. Washington St. is not to be closed or blocked in any way as it is an emergency route.**
3. Volunteers will be stationed at the following locations: Center St. & Kelsey St. (1), Center St. & Seminary St. (2), Center St. & Union St. (2), Center St. & Thompson St.(1), Center & Fillmore (1), Center & Graham (2), Center & Scott (2), Center & Walnut (2) and Center & Chestnut (2), Center and Market (2), Center & Monroe (2). They will need to be at these locations at 9:45 am and will need to keep traffic from entering Center during parade.
4. Volunteers will be stationed at the following intersections to move the barricades to allow the parade participants to exit the Downtown as the parade disperses and to keep all other traffic out of this portion of the parade route of Jefferson St. & Main St. (1), Center St. & Washington St. (1), and Jefferson St. & Madison St. (1).
5. If you are using a tent larger than 10'x10', please apply for a tent permit, https://cityblm.seamlessdocs.com/f/webfencetentapp
6. Make arrangements with the Economic Development Division to gain access to the power box in the lampposts prior to your event by calling 309-434-2295.
7. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
8. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade setup. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or in any way interferes with the setup of barricades, signs, or any other traffic control device set up by City staff except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering with such. There is a fine ranging from $250-$500 for illegal moving the barricades or other traffic control devices.

SPECIAL EVENT PERMIT

9. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at https://www.dhs.state.il.us/page.aspx?item=82023. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a $500 fine per violation
10. CANDY IS NOT TO BE THROWN FROM ANY VEHICLES TO THE CROWD. CANDY MAY ONLY BE HANDED OUT FROM THOSE WALKING THE PARADE ROUTE. Parade Marshals will be stationed in each block to ensure that the parade watchers stay out of the street and to ENSURE THAT CANDY IS NOT THROWN FROM VEHICLES. Notify all the participants in the parade that no one will be allowed to throw candy from any vehicle. If this Ordinance is violated, they will be asked to exit the parade at the next intersection and will be issued an Ordinance Violation by the Police Dept. (Ordinance 2000-13).

CANCELATION REQUIREMENT:

If you need to cancel your event and move it to your alternative date of December 10, 2022 because of inclement weather, please call the Bloomington Police non-emergency number at 309-820-8888 by 4:30 p.m. on December 1, 2022.

FOR OFFICE USE ONLY

Notes: _____

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Stutsman, City Clerk Department	Kevin Kothe, Public Works
Shelly Perry, Connect Transit	Phil Allyn, Traffic Engineer, Public Works
Melissa Hon, Economic & Community Development	Darwin Miles, Public Works
Catherine Dunlap, Economic & Community Development	Craig Shonkwiler, Engineer, Public Works
Hannah Horn, Economic & Community Development	Asst. Chief Ken Bays, Police Dept.
Russ Waller, Facilities	Asst. Chief Paul Williams, Police Dept.
Chris McAllister, Economic & Community Development	Colleen Winterland, Public Works
Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Dept.	Brett Lueschen, Water Department
Bob Moews, Parks, Recreation Dept.	Katherine Murphy, Communications Director
Dave Lamb, Parks, Recreation Dept.	George Boyle, Legal
Ashley Lara, City Clerk, Dept.	Shawn Moore, Public Works

CONSENT AGENDA ITEM NO. 8.T

FOR COUNCIL: November 28, 2022

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on the Approval of a Resolution Initiating Text Amendments to the City of Bloomington Zoning Code to Create a New Definition of "Plastic, Rubber and Allied Products Processing" and to Allow Such as a Permitted Use in M-1 Districts, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be adopted.

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

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

BACKGROUND: For several years, the City has been in litigation with the owners of the property located at 1101 E. Bell Street related to various code compliance issues. One issue is that the property is used for recycling; the property is zoned M-1, and recycling is not a permitted use in that zoning district. The property owner initially and unsuccessfully filed a petition to have the property re-zoned to M-2, which would have allowed recycling as a special use. After failing to have the property re-zoned, the property owner petitioned to add a new definition of recycling that more closely aligns with the work that is claimed to be done on the property and to add such as a permitted use in their zoning district.

The Zoning Code does not allow property owners to petition for text amendments to the Zoning Code, so the Petitioner has asked that the City Council initiate the text amendment process on its behalf.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Akshar Plastics owes approximately $57,610.00 in fines to the City for property code violations. If the text amendment is ultimately approved, the fines will remain owed to 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**: Goals H-2. (Ensure reinvestment in the established older neighborhoods and compact development of the City), and ED-1.1. (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Corporation Counsel

ATTACHMENTS:
LGL 1B Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION INITIATING TEXT AMENDMENTS TO THE CITY OF BLOOMINGTON ZONING CODE TO CREATE A NEW DEFINITION OF "PLASTIC, RUBBER AND ALLIED PRODUCTS PROCESSING" AND TO ALLOW SUCH AS A PERMITTED USE IN M-1 DISTRICTS

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

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and

WHEREAS, the City Code provides that text amendments to the Zoning Code may be proposed by a motion or resolution of the City Council; and

WHEREAS, a petition for a text amendment was submitted by Joseph Dehn, on behalf of Akshar Plastics, Inc., located at 1101 E. Bell Street, to modify Sections 44-602 and 44-1617 of the Zoning Code to establish a new definition of "Plastic, Rubber and Allied Products Processing" and to allow such as a permitted use in an M-1 District; and

WHEREAS, as there is no process for a property owner to petition the Planning Commission directly to initiate a text amendment, the City Council is agreeable to initiating the proposed text amendment with the Planning Commission; and

WHEREAS, pursuant to Chapter 44-1706(B) of the Zoning Code, the City Council has the power to pass this resolution to initiate the text amendment, and to direct the Bloomington Planning Commission to hold a public hearing on said amendment.

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

Section 1. Recitals. The above recitals are incorporated into this Section 1 as if fully stated herein.

Section 2. Text Amendments. City staff is directed to initiate the process for consideration of the following text amendment to the Zoning Code:

(a) Amend Section 44-1617 to establish a new definition of "Plastic, Rubber and Allied Products Processing to mean "the sorting, size reduction, grinding, densifying, blending, shredding and/or pelletizing of plastic materials, rubber materials and allied products."

(b) Amend Section 44-602 to add "Plastic, Rubber and Allied Products Processing" as a permitted use in M-1 Districts.

Section 3. Public Hearing. The Planning Commission shall hold a public hearing on said text amendment as soon as practical, and after proper notice is given, and shall make a recommendation to the City Council on same.

Section 4. Effective Date. This Resolution shall be in full force and effect upon the passage and approval.

PASSED this 28th day of November 2022.

APPROVED this ____ day of November 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 8.U

FOR COUNCIL: November 28, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to Approve a Policy for Honorary Street Signs, as requested by the Administration Department and the Public Works Department.

RECOMMENDED MOTION: The proposed Policy be approved.

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

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

BACKGROUND: The City periodically receives requests from the public for honorary street sign designations. Staff have developed a policy and application to formally accept, review, and take action on such requests in a transparent and consistent manner.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 3B Honorary Street Name Policy
ADM 3C Honorary Street Name Application

Honorary Street Name Designation Policy

1. Guidelines
    - Honorary street name designations should be limited to individuals, organizations, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City.
    - The requested location should have a geographical relationship to the honoree (i.e., honoree lived or worked near the requested location) unless other locations are deemed acceptable due to the honoree having had a community wide or global impact. Individual letters of support are encouraged and should be included with the application.
    - Applications shall be reviewed by a five (5) member panel consisting of the Mayor, one (1) member from the Public Works Department, one (1) member from the Economic & Community Development Department, and two (2) members from the community at large as appointed by the Mayor. Applications will be forwarded to the Bloomington City Council and scheduled for a vote only upon an affirmative panel recommendation or if a majority of the Bloomington City Council calls for it. The request will be considered "denied" upon a negative panel recommendation or if the majority of the Bloomington City Council does not call for an application to be brought forward within 60 days of said panel recommendation being issued.
    - Denied applications are eligible to be resubmitted after three years from date of denial.
    - Honorary designations shall be limited to four per calendar year.
    - Honorary designations shall be limited to one block in length and one designation per block.
    - The honorary street name designation will be for 10 years and will not be eligible for renewal.
    - Honorary street names for members of the military or any City employee who lost their life in the line of duty shall be assigned such blocks as designated by the City Council. Such designations shall be for an indefinite term and not be counted against the limitation of four designations per year.
    - Sign lettering shall be white with brown background to comply with the Manual of Uniform Traffic Control Devices.
    - The cost of designating each block is $200. The fee covers the manufacturing and installation of four 1-faced signs mounted at two locations per block. Public works shall install the signs.
    - A commemorative sign shall be provided for each designation at no cost to the applicant.
    - The City of Bloomington does not provide staff or resources to assist with the planning and execution of dedication ceremonies beyond permit coordination and sign installation.
    - The 10-year duration of the honorary designation applies to all Honorary Street Signs, including those approved prior to this policy

2. Required Submittals
    - Application & supporting material shall be submitted to Public Works by any of the following methods: online submission, mail, email or dropped at the City Services Hub.

3. Approval Process
    - Public Works determines if submitted application is complete.

DRAFT

- Honorary Street Name Panel reviews the application and approves or denies moving the application forward for City Council consideration.
- Public Works prepares a memorandum for City Council consideration
- City Council considers honorary street name designation request and approves or denies in accordance City Council rules.
- Payment of the $200 fee to the City of Bloomington must be received before signs will be fabricated.
- Public Works installs signs for City Council approved designations.

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Honorary Street Naming Application

Honoree & Street Information

Name of Individual_____
(As it would appear on the honorary street sign)

Proper Name of Requested Street:_____
1st Street Intersecting the One Block Location:_____
2nd Street Intersecting the One Block Location:_____
Reason for Street Selection:_____

Please check all that apply and provide details where necessary

☐ Honorary is Deceased

☐ Honorary was a Resident of Bloomington, IL.

☐ Military Service:_____

☐ Cultural Contributions:_____

☐ Historic Contributions:_____

☐ Humanitarian Contributions:_____

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Applicant Information

Applicant First Name:_____

Applicant Last Name:_____

Address:_____

_____

_____

Email:_____

Phone:_____

Signature of Applicant:_____

Date:_____

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

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

If yes, what is your relation?_____

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

Submit completed application via mail or email to:

Mail:
City of Bloomington
Public Works Department
PO Box 3157
Bloomington, IL 61701

Email: engineering@cityblm.org

Office Use Only

Complete ☐ Incomplete ☐

What materials are missing?_____

_____

_____

Recommended By:_____ Date:_____

Signature:_____ Date:_____

Honorary Street Name Panel:

Approved: ☐ Denied: ☐

Comments:_____

Date:_____

City Council:

Approved: ☐ Denied: ☐

City Council Memo Attached:_____

City Council Meeting Minutes Attached:_____

Date:_____

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