



**City of Bloomington
City Council
Regular Session
March 23, 2026**



Components of the City Council Agenda

Recognition and Proclamation

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

Public Hearing

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

Public Comment

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

Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a City 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.

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

Regular Agenda

All items that provide the City 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

Mayor - Dan Brady

City Council Members

- Ward 1 - Jenna Kearns
- Ward 2 - Micheal Mosley
- Ward 3 - Sheila Montney
- Ward 4 - John Danenberger
- Ward 5 - Michael Straza
- Ward 6 - Cody Hendricks
- Ward 7 - Mollie Ward
- Ward 8 - Kent Lee
- Ward 9 - Abby Scott

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

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 Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, March 23, 2026 - 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation in Recognition of 2026 Community Development Week, as requested by the Administration Department.** (Recommended Motion: None; Recognition Only.)
 - B. Recognition of EID-UL-FITR Day, as requested by the Administration Department.** (Recommended Motion: None; Recognition Only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
- 7. Public Hearings**
 - A. Public Hearing for the Fiscal Year 2027 Proposed Budget, as requested by the Finance Department.** (Recommended Motion: None; Presentation and Public Hearing Only.)
- 8. Consent Agenda**

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

 - A. Consideration and Action to Approve the Minutes of the February 23, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,975,385.73, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - C. Consideration and Action on Approving Boards and Commissions Appointments, as requested by the Administration Department.** (Recommended

Motion: The proposed Appointments be approved.)

- D. **Consideration and Action on a Resolution Approving a Change Order to Purchase Order #20260431, with Flock Safety, Inc., for the Flock Partial Annual Agreement Payments, in the Amount of \$26,959.13, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving the Purchase of Fortinet Firewall and Software Licensing from Scientel Solutions, LLC, for the Replacement of Aging Devices, in the Amount of \$84,705.89, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Approval of a Resolution Approving the Purchase of Gas Masks for the Bloomington Police Department, from Ray O'Herron, in an Amount of \$73,014, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving a Three-Year Agreement with Placer Labs, LLC, for Venue Analytics Service and Migration Trends Dataset, in the Amount of \$59,467, as requested by the Development Services Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving a Three-Party Agreement between the City of Bloomington, CES Farm, LLC, and Central Illinois Regional Airport Authority (CIRA), for the Undeveloped Property South of Ireland Grove Road, Surrounding Abraham Road (PINs: 21-13-200-013, 21-13-200-009, 22-18-100-008, & 22-18-300-007), as requested by the Development Services Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on an Ordinance Approving a Real Estate Purchase by the City, for the Property Commonly Known as 808 East Lincoln Street, in Preparation for the Multi-Phase East Street Detention Basin and Sewer project, in the Amount of \$42,000 (PIN: 21-09-284-006), as requested by the Engineering Department.** (Recommended Motion: The proposed Ordinance be approved.)
- J. **Consideration and Action on an Ordinance (1) Approving a Redevelopment Agreement Between the City of Bloomington and Bloomington Empire, LLC, for the Property Commonly Known as 1312 E. Empire Street; and (2) Rescinding Ordinances #2025-028 and #2025-080 Related to the Same Property, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- K. **Consideration and Action on an Ordinance Approving the Final Plat of Interstate Center Subdivision, Lot 1, 2nd Resubdivision, for the Property Commonly Known as 1106 Interstate Drive (PIN: 13-36-401-001), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- L. **Consideration and Action on an Ordinance Approving the Final Plat of Empire Business Park Fifteenth Addition, Generally Located Northeast of the Intersection of E. Empire St. and Trinity Ln. (PIN: 15-31-300-020), as requested by the Development Services Department.** (Recommended Motion: The proposed

Ordinance be approved.)

- M. **Consideration and Action on an Ordinance Amending the City Code to Update Terminology Regarding Persons with Disabilities, as well as Amending Chapter 29: Motor Vehicles and Traffic, to Update Accessible Parking Requirements and Enforcement for Persons with Disabilities, as requested by the Police Department.** (Recommended Motion: The proposed Ordinance be approved.)
- N. **Consideration and Action on an Ordinance (1) Amending an Intergovernmental Revenue Sharing Agreement Between the County of Mclean, the City of Bloomington, and the Town of Normal to Temporarily Suspend Revenue Payments for Three-Months and (2) Amending Chapter 39 of the City Code Regarding the Payments, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.)

9. Regular Agenda

- A. **Consideration and Action on an Ordinance Authorizing the Execution of an Amended Redevelopment Agreement by and between the City of Bloomington, Illinois, and UEP Bloomington, LLC, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Sr. Deputy City Manager, and Kelly Pfeifer, Development Services Department Director, 10 minutes; and City Council Discussion, 10 minutes.)
- B. **Consideration and Action on a Resolution Approving a Three-Year Contract with Granicus, LLC, for Government Experience Service Cloud Advanced Platform from Granicus, in the Amount of \$637,593.25, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Mark Owens, Information Technology Interim Assistant Director, and Angela Yandel, Enterprise Systems Manager, 10 minutes; and City Council Discussion, 10 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Council Member Discussion

13. Mayor's Discussion

14. Executive Session

- A. **None planned; although the City Council may go into Executive Session as needed and allowed by law (5 ILCS 120/2).**

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. 5.A.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Proclamation in Recognition of 2026 Community Development Week, as requested by the Administration Department.

Recommended Motion: None; Recognition Only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. 2026 Community Development Week



Proclamation

In recognition of 2026 Community Development Week in Bloomington, Illinois

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

WHEREAS, the City of Bloomington has utilized CDBG funds for more than 50 years to provide funding to principally benefit low-to-moderate income community members; and

WHEREAS, the City of Bloomington has demonstrated for more than 50 years a commitment to improving our community through the CDBG program; and

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

WHEREAS, the City of Bloomington uses CDBG funds to complete improvements and repairs to existing affordable housing, improve public infrastructure, provide critical support to local non-profit partners, and demolish abandoned structures to create new affordable housing opportunities.

NOW THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim 6th– 10th April 2026, as

COMMUNITY DEVELOPMENT WEEK

in Bloomington and urge residents to join in recognizing the positive impact of Community Development Block Grant Program and engage in acts of service to improve our community.

A handwritten signature in black ink, appearing to read "Dan Brady".

Dan Brady
Mayor



A handwritten signature in black ink, appearing to read "Leslie Yocum".

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.B.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Recognition of EID-UL-FITR Day, as requested by the Administration Department.

Recommended Motion: None; Recognition Only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. EID-UL-FITR Day Recognition 2026



*EID-UL-FITR DAY
RECOGNITION
March 20, 2026*

WHEREAS, March 20, 2026 (1st Shawal) is celebrated as “**EID-UL-FITR DAY**” by the Muslim community all over the world; and

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

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

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

I, Dan Brady, Mayor of Bloomington, extend my best wishes to members of the Islamic Center of McLean County, in Bloomington, IL, on the recent occasion of Eid-Ul-Fitr Day.

And appreciate all people in spirit of true brotherhood to further build Bloomington’s intercultural strengths.

Handwritten signature of Dan Brady in black ink.

Dan Brady
Mayor



Handwritten signature of Leslie Yocum in black ink.

Leslie Yocum
City Clerk



Public Hearings Item No. 7.A.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Public Hearing for the Fiscal Year 2027 Proposed Budget, as requested by the Finance Department.

Recommended Motion: None; Presentation and Public Hearing Only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The budget is a financial plan that stipulates the approach the City will undertake to achieve strategic initiatives in accordance with the aspirations of Council. The Fiscal Year ("FY") 2027 Proposed Citywide Budget totals \$370.5 million, with the General Fund totaling \$148.3 million, representing about 40% of the total budget. Planned capital improvements total approximately \$111.7 million, supporting infrastructure upgrades, transportation improvements, and neighborhood revitalization. Public safety is also a focus of the proposed budget, with over 50% of the General Fund being allocated for fire and police.

The FY 2027 Proposed Budget was presented to Council on March 9, 2026. The FY 2027 Proposed Budget books are available for examination at the City of Bloomington Hub, Suite #103, 115 E. Washington St., and on the City's website at (bloomingtonil.gov). Stakeholders can locate these books on the Departments - Finance - Annual Budget page of the website.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The FY 2027 Proposed Budget for all City funds is \$370,514,495. The Proposed Budget for FY 2027 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

Attachments:

1. FY 2027 Fund Balance Summary

CITY OF BLOOMINGTON, IL
FY 2027
PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2025	FY 2026 Projected Revenues	FY 2026 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2026 ^A	Projected Fund Balance Percent	FY 2027 Proposed Revenues	FY 2027 Proposed Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2027	Projected Fund Balance Percent	Projected Fund Balance Percent Change 26-27
General Fund	\$ 40,877,185	\$ 142,807,847	\$ 147,880,621	\$ 35,804,410	24.21%	\$ 148,325,529	\$ 148,325,529	\$ -	\$ 35,804,410	24.14%	0.00%
General Fund Total:	\$ 40,877,185	\$ 142,807,847	\$ 147,880,621	\$ 35,804,410	24.21%	\$ 148,325,529	\$ 148,325,529	\$ -	\$ 35,804,410	24.14%	0.00%
Special Revenue:											
Motor Fuel Tax	\$ 25,897,387	\$ 10,082,337	\$ 37,948,195	\$ (1,968,471)	-5.19%	\$ 3,950,000	\$ 3,950,000	\$ 2,950,000	\$ 981,529	24.85%	50.14%
Board of Elections	\$ 1,089,002	\$ 758,543	\$ 722,958	\$ 1,124,587	155.55%	\$ 802,692	\$ 802,692	\$ 46,268	\$ 1,170,856	145.87%	4.11%
Drug Enforcement	\$ 1,766,765	\$ 288,260	\$ 117,000	\$ 1,938,025	1656.43%	\$ 705,080	\$ 705,080	\$ (385,820)	\$ 1,552,206	220.15%	-19.91%
Community Development	\$ (90,217)	\$ 1,690,054	\$ 1,690,054	\$ (90,217)	-5.34%	\$ 1,033,300	\$ 1,033,300	\$ -	\$ (90,217)	-8.73%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ (1,108)	\$ 365,000	\$ 365,000	\$ (1,108)	100.00%	\$ 335,000	\$ 335,000	\$ -	\$ (1,108)	-0.33%	0.00%
Library	\$ 5,527,072	\$ 8,059,456	\$ 8,059,456	\$ 5,527,072	68.58%	\$ 8,174,053	\$ 8,174,053	\$ (120,000)	\$ 5,407,072	66.15%	-2.17%
Library Fixed Asset	\$ 989,567	\$ 70,000	\$ 346,000	\$ 713,567	206.23%	\$ 51,500	\$ 51,500	\$ -	\$ 713,567	1385.57%	0.00%
Park Dedication	\$ 680,919	\$ 44,333	\$ 250,300	\$ 474,952	189.75%	\$ 29,533	\$ 29,533	\$ 4,533	\$ 479,485	1623.56%	0.95%
Empire St. Corridor TIF	\$ 1,209,821	\$ 651,867	\$ 1,250,000	\$ 611,688	48.94%	\$ 764,365	\$ 764,365	\$ 514,365	\$ 1,126,053	0.00%	0.00%
Downtown East Washington TIF	\$ (153,518)	\$ 53,794	\$ 32,708	\$ (132,433)	-404.90%	\$ 53,063	\$ 53,063	\$ 17,563	\$ (114,870)	0.00%	-13.26%
Downtown Redevelopment TIF	\$ -	\$ 102,500	\$ 76,218	\$ 26,282	34.48%	\$ 319,357	\$ 319,357	\$ 304,623	\$ 330,905	0.00%	0.00%
Special Revenue Total:	\$ 36,915,690	\$ 22,166,143	\$ 50,857,889	\$ 8,223,945	16.17%	\$ 16,217,943	\$ 16,217,943	\$ 3,331,533	\$ 11,555,478	71.25%	40.51%
Debt Service:											
General Bond and Interest	\$ 3,579,127	\$ 3,569,885	\$ 3,446,489	\$ 3,702,523	107.43%	\$ 3,568,342	\$ 3,568,342	\$ (176,720)	\$ 3,525,803	98.81%	-4.77%
Arena Bond Redemption	\$ 2,072,909	\$ 1,974,637	\$ 1,951,086	\$ 2,096,460	107.45%	\$ 2,075,863	\$ 2,075,863	\$ 33,264	\$ 2,129,724	102.59%	1.59%
Debt Service Total:	\$ 5,652,036	\$ 5,544,522	\$ 5,397,575	\$ 5,798,982	107.44%	\$ 5,644,205	\$ 5,644,205	\$ (143,455)	\$ 5,655,527	100.20%	-2.47%
Capital Projects:											
Capital Improvement	\$ 3,813,159	\$ 22,944,397	\$ 25,020,180	\$ 1,737,375	6.94%	\$ 7,294,521	\$ 7,294,521	\$ (1,619,000)	\$ 118,375	1.62%	-93.19%
Capital Lease	\$ (2,349,762)	\$ 2,349,762	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 1,458,180	\$ 8,818,505	\$ 8,123,277	\$ 2,153,408	26.51%	\$ 10,000,000	\$ 10,000,000	\$ (1,701,613)	\$ 451,795	4.52%	-79.02%
Capital Project Total:	\$ 2,921,576	\$ 34,112,664	\$ 33,143,457	\$ 3,890,783	11.74%	\$ 17,294,521	\$ 17,294,521	\$ (3,320,613)	\$ 570,170	3.30%	-85.35%
Enterprise:											
Water	\$ (6,264,001)	\$ 72,380,371	\$ 58,081,889	\$ 8,034,481	13.83%	\$ 112,237,900	\$ 112,237,900	\$ 724,877	\$ 8,759,358	7.80%	9.02%
Sewer	\$ 3,750,212	\$ 9,042,151	\$ 9,955,871	\$ 2,836,492	28.49%	\$ 14,941,522	\$ 14,941,522	\$ (1,446,596)	\$ 1,389,896	9.30%	-51.00%
Storm Water	\$ 3,487,175	\$ 4,902,026	\$ 5,642,532	\$ 2,746,669	48.68%	\$ 7,833,528	\$ 7,833,528	\$ (536,234)	\$ 2,210,435	28.22%	-19.52%
Solid Waste	\$ 2,020,791	\$ 9,514,267	\$ 10,862,644	\$ 672,414	6.19%	\$ 10,504,667	\$ 10,504,667	\$ (652,747)	\$ 19,667	0.19%	-97.08%
Abraham Lincoln Parking Deck	\$ 432,930	\$ 505,000	\$ 360,347	\$ 577,583	160.29%	\$ 560,242	\$ 560,242	\$ (45,242)	\$ 532,341	95.02%	0.00%
Golf Courses	\$ 1,457,024	\$ 3,352,512	\$ 3,446,866	\$ 1,362,670	39.53%	\$ 4,179,133	\$ 4,179,133	\$ (863,421)	\$ 499,249	11.95%	0.00%
Bloomington Arena	\$ (210,100)	\$ 6,728,888	\$ 6,178,648	\$ 340,140	5.51%	\$ 7,391,101	\$ 7,391,101	\$ -	\$ 340,140	4.60%	0.00%
Enterprise Total:	\$ 4,674,032	\$ 106,425,215	\$ 94,528,798	\$ 16,570,450	17.53%	\$ 157,648,092	\$ 157,648,092	\$ (2,819,363)	\$ 13,751,087	8.72%	-17.01%
Internal Service Fund:											
Casualty Insurance	\$ 4,579,595	\$ 5,542,467	\$ 5,323,902	\$ 4,798,160	90.12%	\$ 5,971,502	\$ 5,971,502	\$ 53,959	\$ 4,852,119	81.25%	1.12%
Employee Insurance and Benefits	\$ 1,709,344	\$ 16,379,577	\$ 16,989,400	\$ 1,099,521	6.47%	\$ 15,640,122	\$ 15,640,122	\$ 16,850	\$ 1,116,372	7.14%	1.53%
Employee Retiree Group Healthcare	\$ 504,348	\$ 2,193,283	\$ 2,398,560	\$ 299,071	12.47%	\$ 2,768,327	\$ 2,768,327	\$ 2,496	\$ 301,567	10.89%	0.83%
Internal Service Fund Total:	\$ 6,793,287	\$ 24,115,327	\$ 24,711,862	\$ 6,196,753	25.08%	\$ 24,379,950	\$ 24,379,950	\$ 73,305	\$ 6,270,058	25.72%	1.18%
Fiduciary:											
JM Scott Total	\$ 17,018,355	\$ 850,000	\$ 850,000	\$ 17,018,355	2002.16%	\$ 1,004,255	\$ 1,004,255	\$ -	\$ 17,018,355	1694.62%	0.00%
Fiduciary Fund Total:	\$ 17,018,355	\$ 850,000	\$ 850,000	\$ 17,018,355	2002.16%	\$ 1,004,255	\$ 1,004,255	\$ -	\$ 17,018,355	1694.62%	0.00%
Total:	\$ 114,852,161	\$ 336,021,718	\$ 357,370,202	\$ 93,503,678	26.16%	\$ 370,514,495	\$ 370,514,495	\$ (2,878,593)	\$ 90,625,085	24.46%	-3.08%

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



Consent Agenda Item No. 8.A.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the February 23, 2026, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 02-23-2026 Council Minutes



**Minutes
City Council - Regular Session
Monday, February 23, 2026 - 6:00 PM**

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

Roll Call

Present: Council Member Jenna Kearns
Council Member Micheal Mosley
Council Member Sheila Montney, Remotely 6:03 PM
Council Member John Danenberger
Council Member Michael Straza
Council Member Cody Hendricks
Council Member Mollie Ward
Council Member Kent Lee
Council Member Abby Scott
Mayor Dan Brady

Council Member Lee made a motion, seconded by Council Member Danenberger, to allow Council Member Montney to attend remotely due to business reasons.

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Danenberger, Straza, Hendricks, Ward, Kent Lee, Abby Scott

Motion Carried.

Recognition/Appointments

Item 5.A. Recognition of a Board Appointment, as requested by the Administration Department.

The Mayor recognized the appointment of Ricardo Alvarado to the Public Safety and Community Relations Board.

Public Comment

Mayor Brady read a public comment statement of procedure. Greg Koos and Barb Stuart spoke in person. Alissa Banach registered to speak, but was not present at the meeting. No emailed Public Comment was received.

Consent Agenda

Council Member Straza made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda with the exception of 7.E.

Item 7.A. Consideration and Action to Approve the Minutes of the January 26, 2026, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,997,918.60, as requested by the Finance Department. (Recommended Motion: The proposed

Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action on a Resolution Approving an Engineering Services Agreement for the Design of a Water Quality Management System at Evergreen Lake, with Donohue & Associates, Inc., in an Amount Not to Exceed \$375,840, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 025

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF A WATER QUALITY MANAGEMENT SYSTEM AT EVERGREEN LAKE, WITH DONOHUE & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$375,840

Item 7.E. was pulled from the Consent Agenda by Council Member Kearns.

Item 7.F. Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and Green Building, LLC, for the Property Commonly Known As 217 W. Jefferson St. (PIN: 21-04-327-004), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 011

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON AND GREEN BUILDING, LLC, FOR THE PROPERTY COMMONLY KNOWN AS 217 W. JEFFERSON ST. (PIN: 21-04-327-004)

Item 7.G. Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Subdivisions of Old Farm Lakes No. 1, Old Farm Lakes No. 2, Old Farm Lakes No. 3, Old Farm Lakes No. 4, Old Farm Lakes No. 5, Old Farm Lakes No. 6, Old Farm Lakes No. 7, Old Farm Lakes No. 8, Old Farm Lakes No. 9, Old Farm Lakes No. 10, Old Farm Lakes No. 11, Old Farm Lakes No. 12, Old Farm Lakes No. 13, Old Farm Lakes No. 14, Old Farm Lakes No. 15, a Portion of Old Farm Lakes Gardens, and Replat of Lots 1, 2, 3 & 4 & Outlot 2 Old Farm Lakes No. 1, from the R-2 (Multiple-Family Residence) District to the R-1C (Single-Family Residence) District, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 012

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE SUBDIVISIONS OF OLD FARM LAKES NO. 1, OLD FARM LAKES NO. 2, OLD FARM LAKES NO. 3, OLD FARM LAKES NO. 4, OLD FARM LAKES NO. 5, OLD FARM LAKES NO. 6, OLD FARM LAKES NO. 7, OLD FARM LAKES NO. 8, OLD FARM LAKES NO. 9, OLD FARM LAKES NO. 10, OLD FARM LAKES NO. 11, OLD FARM LAKES NO. 12, OLD FARM LAKES NO. 13, OLD FARM LAKES NO. 14, OLD FARM LAKES NO. 15, A PORTION OF OLD FARM LAKES GARDENS, AND REPLAT OF LOTS 1, 2, 3 & 4 & OUTLOT 2 OLD FARM LAKES NO. 1, FROM THE R-2 (MULTIPLE-FAMILY RESIDENCE) DISTRICT TO THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT

Item 7.H. Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 1029 Maple Hill Road, from the C-1 (Office)

MINUTES

CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 23, 2026, 6:00 PM

Page 2 of 6

District to the R-3A (Multiple-Family Residence) District (PIN: 14-31-400-038), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 013

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY COMMONLY KNOWN AS 1029 MAPLE HILL ROAD, FROM THE C-1 (OFFICE) DISTRICT TO THE R-3A (MULTIPLE-FAMILY RESIDENCE) DISTRICT (PIN: 14-31-400-038)

Item 7.I. Consideration and Action on an Ordinance (1) Rescinding Ordinance No. 2025-100, "an Ordinance Approving the Final Plat of Bloomington Township Solar 1, LLC Subdivision (PIN: 20-26-200-006)"; and (2) Approving the Final Plat of Stringtown Solar Subdivision (PIN: 20-26-200-006), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 014

AN ORDINANCE (1) RESCINDING ORDINANCE NO. 2025- 100, "AN ORDINANCE APPROVING THE FINAL PLAT OF BLOOMINGTON TOWNSHIP SOLAR 1, LLC SUBDIVISION (PIN: 20-26-200-006)"; AND (2) APPROVING THE FINAL PLAT OF STRINGTOWN SOLAR SUBDIVISION (PIN: 20-26-200-006)

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

Item Pulled from the Consent Agenda

The following Item was presented:

Item 7.E. Consideration and Action on a Resolution Approving a Professional Services Agreement for the Development of a New Sign Code, with McKenna Associates, Inc., in the Amount of \$69,000, as requested by the Development Services Department.

Council Member Kearns asked why the Item was necessary, mentioned the Town of Normal had already updated its Code, and asked why the City could not simply copy or adapt the sign codes of other municipalities. Alissa Pemberton, Planning Manager, explained that Bloomington's Sign Code (from 1979) had become outdated and incomplete as sections were removed in response to court decisions. She compared the City's Code to Normal's, and explained why the City had selected a consultant to modernize Bloomington's Code.

Kelly Pfeifer, Development Services Director, explained that Bloomington's sign regulations existed as a standalone chapter, instead of being incorporated into a zoning ordinance. She shared why it was best to move the Sign Code into the zoning ordinance.

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

RESOLUTION NO. 2026 - 026

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF A NEW SIGN CODE, WITH MCKENNA ASSOCIATES, INC., IN THE AMOUNT OF \$69,000

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Chapter 3 with Text Amendments, Modifications, and Additions to the Advertising Sign Code, Relating to the Creation of an Approval Process for Signage on City Property or Right-of-Way; and (2) an Ordinance Amending the Bloomington City Code Chapter 44 with Text Amendments, Modifications, and Additions to the Zoning Code, Relating to the Creation of an Approval Process for Historic-Related Content on Signage on Public Property, as requested by the Legal Department.

City Manager Jeff Jurgens explained that the Item had originated from a resident's request to place a historic sign on public property, for which the City had no established process. He shared that Legal and Planning staff had collaborated to create a review framework to allow such signage, and thanked resident, Greg Koos, for identifying unintended impacts the amendments could have on existing historic signage. He complimented staff for their quickly revised proposal.

Mrs. Pemberton discussed how the proposed ordinances amended Chapter 3 (Advertising Sign Code) and Chapter 44 (Zoning Code) to create a review and approval process for signage on public property and City right-of-way, and excluded private property, Illinois Department of Transportation ("IDOT") right-of-way, and museum property. She emphasized that the goal was to create a level playing field so that anyone could propose signs on public property and, for historic-related signage, to route proposals through the Historic Preservation Commission using the existing Certificate of Appropriateness process. Leslie Yocum, City Clerk, noted that earlier in the day Council had received the updated ordinances that increased the total square footage from 12 feet to 16 feet.

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

ORDINANCE NO. 2026 - 015

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 3 WITH TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO THE ADVERTISING SIGN CODE, RELATING TO THE CREATION OF AN APPROVAL PROCESS FOR SIGNAGE ON CITY PROPERTY OR RIGHT-OF-WAY

ORDINANCE NO. 2026 - 016

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 44 WITH TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO THE ZONING CODE, RELATING TO THE CREATION OF AN APPROVAL PROCESS FOR HISTORIC-RELATED CONTENT ON SIGNAGE ON PUBLIC PROPERTY

The following Item was presented:

Item 8.B. Presentation and Discussion of the Fiscal Year 2027 Budget Preview, as requested by the Finance Department.

City Manager Jurgens stated that the City was officially kicking off the Fiscal Year ("FY") 2027 budget season with the presentation. He noted that it was the first step in a multi-meeting process to refine the budget for Council approval.

Scott Rathbun, Finance Director, provided an overview of the extensive preparation involved in assembling the budget.

City Manager Jurgens explained that the budget preview and related information were available on the City's website and would be updated throughout the process. He highlighted that, compared to the FY 2026 approved budget, the proposed FY 2027 budget increased a little over 8% overall, which was largely driven by a significant rise in capital projects, especially water infrastructure. He then discussed a variety of projects, highlighted various expenses, and discussed ways the City saved money. He discussed staffing attrition in recent years, explaining that the proposed budget recommended 11 strategically placed new full-time staff.

Director Rathbun presented the budget growth exhibit, noting that the City's net operating budget had increased by about 3.39% annually since 2018, compared to a 7.3% annualized growth when full capital expenditures were included. He noted the recent spike in capital costs was driven by water infrastructure projects funded by previously adopted water, sewer, storm, and solid waste rate increases. He explained the budget's funding structure and provided an overview of each fund. He ended by reviewing the Proposed Budget's exhibits.

City Manager Jurgens stated that the proposed FY 2027 budget was balanced, was historically large due to mandated water infrastructure projects, and increased investments in streets, public safety, and neighborhood revitalization while limiting overall salary growth to about 2.6%. He also outlined the remaining budget schedule and noted that full budget books would be posted online for review.

Council Member Mosley, Director Rathbun, and City Manager Jurgens discussed the infrastructure investment and how it tied to the reallocated grocery tax, as well as Council Member Mosley's concerns about delaying bonds for the Public Works campus and other projects would result in increased costs.

Council Members Scott and Straza noted how the overall budget, especially capital spending, had grown from 2018 to 2027 and asked for additional information. Staff explained there was an annual operating growth of about 3 - 4%, but that the main increase was due to unforeseen and now-mandated water infrastructure projects and aging systems.

Council Member Lee confirmed with staff how they prioritized capital projects.

Council Member Ward suggested that the presentations be updated to reflect emergency or unexpected expenditures.

Council Member Montney logged out of the meeting at 6:55 PM.

Mayor Brady and Director Rathbun compared the budget for infrastructure costs to past years. They then discussed Illinois Municipal Retirement Fund ("IMRF") contributions, and how the rate had recently risen.

City Manager's Discussion

City Manager Jeff Jurgens reported that regional drought conditions had worsened and urged residents to continue conserving water, noting that combined lake levels were holding steady only because of strong community cooperation. He highlighted the FY 2027 budget resource on the City's website and explained next steps for the budget approval process.

Council Member Discussion

No comments were made.

Mayor's Discussion

Mayor Brady noted upcoming local business openings and anniversaries, thanked businesses for investing in Bloomington, and recognized the community's support through various civic events.

Executive Session

Item 12.A. Section 2(c)(21) of 5ILCS 120 - Semi-Annual Review of Historical Executive Session Minutes, as requested by the City Clerk Department.

Council Member Hendricks made a motion, seconded by Council Member Straza, to enter into Executive Session per Section 2(c)(21) of 5 ILCS 120 to discuss the Semi-Annual Review of Historical Executive Session Minutes.

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

Council entered into Executive Session at 7:24 PM.

Adjournment

Council returned from Executive Session at 7:27 PM.

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

The meeting adjourned at 7:28 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 8.B.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$10,975,385.73, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$10,975,385.73 (Payroll total \$3,447,975.85, Accounts Payable total \$7,240,115.67, Bank Transfers total \$138,452.89, and Procurement Card Purchase total \$148,841.32).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/6/2026	2,766,235.04	681,000.46	3,447,235.50
Off Cycle Adjustments	687.74	52.61	740.35
PAYROLL TOTAL			3,447,975.85

ACCOUNTS PAYABLE

Date	Bank	Total
3/23/2026	AP General	\$ 4,541,622.66
3/23/2026	AP JMScott	\$ -
3/23/2026	AP Comm Devel	\$ 3,187.28
3/23/2026	AP IHDA	\$ -
3/23/2026	AP Library	\$ 269,704.38
3/23/2026	AP MFT	\$ 2,209,962.93
03/05/2026-03/12/2026	Out of Cycle AP	\$ 215,638.42
02/10/2026-03/13/2026	AP Bank Transfers	\$ 138,452.89
01/03/2026-02/02/2026	PCARDS	\$ 148,841.32
ACCOUNTS PAYABLE TOTAL		\$ 7,527,409.88

GRAND TOTAL \$ 10,975,385.73

Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 8.C.

For City Council: March 23, 2026

Ward Impacted: City Wide

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

Recommended Motion: The proposed Appointments be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Bloomington Housing Authority Board: Megan Hawkes' and Jeff Brown's, if approved, are effective 05-01-26, with an expiration date of 04-30-31.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Bloomington Housing Authority Board Roster

BLOOMINGTON HOUSING AUTHORITY BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Housing Authority Board	Board Member	Ina	Perkins	4/30/2026	4/12/2021	2021	false
Active	Housing Authority Board	Chair	Betty	Middleton	4/30/2027	5/23/2022	2019	true
Active	Housing Authority Board	Vice Chair	Diana	Lewis	4/30/2029	4/22/2024	2024	true
Active	Housing Authority Board	Commissioner	Orman	Jones	4/30/2026	3/24/2025	2024	true
Active	Housing Authority Board	Commissioner	Tim	Brock	4/30/2030	3/24/2025	2024	true



Consent Agenda Item No. 8.D.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Change Order to Purchase Order #20260431, with Flock Safety, Inc., for the Flock Partial Annual Agreement Payments, in the Amount of \$26,959.13, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background:

Approval of this change order is requested to authorize payment of outstanding invoices for services provided by Flock Safety between May and December 2025. These costs were incurred prior to the execution of the City's consolidated agreement approved in December 2025.

In December 2025, the City Council approved an agreement with Flock Safety in the amount of \$133,300, and Purchase Order No. 20260431 was issued. This agreement consolidated several smaller contracts into a single, more efficient contract. Two of the prior agreements were scheduled for renewal in May 2025; however, renewal was paused pending negotiation and execution of the new consolidated agreement. During this interim period, Flock Safety continued to provide uninterrupted services to the City. As a result, the City subsequently received two additional invoices for services rendered between May and December 2025. Approval of this change order will reconcile those services and authorize payment of the outstanding invoices.

The Bloomington Police Department ("BPD") utilizes Public Safety Camera Systems ("PSCS") and Automatic License Plate Readers ("ALPR") as part of its strategic approach to enhance public safety, improve investigative efficiency, and increase transparency. Because a significant number of crimes involve the use of vehicles, these systems have become critical investigative tools. The integration of ALPR technology with PSCS has improved the Department's ability to investigate violent crimes, traffic incidents, and other public safety concerns, contributing to the resolution of serious offenses including homicides, sexual assaults, and major traffic crashes. Additionally, the system reduces the need for manual video review through automated comparison technology, decreasing investigative time and associated personnel costs while improving case outcomes. The technology has also supported missing persons investigations and helped reduce potential bias in traffic enforcement by focusing on vehicle-based leads.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the City will make a partial payment to Flock as part of the Annual Agreement in the amount of \$26,959.13. The outstanding invoices in this memo are the result of our large agreement with Flock not being finalized until December 2025. These invoices cover services provided from May through December 2025. During this period, Flock continued delivering service even though our previous contract had expired, allowing us time to consolidate several smaller agreements into a single, more efficient contract. This will be paid from the Police-Other Professional and Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Invoices
3. Flock Sole Source Letter
4. Flock Group - Limited Source Justification

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE CHANGE ORDER TO PURCHASE ORDER #20260431, WITH FLOCK SAFETY, INC., FOR THE PARTIAL ANNUAL AGREEMENT PAYMENTS, IN THE AMOUNT OF \$26,959.13

WHEREAS, subject to the provisions of the City Code, City staff are recommending a change order to Purchase Order #20260431, with Flock Safety, Inc., for the partial annual agreement payments, in the amount of \$26,959.13; and

WHEREAS, the detailed invoices showing the partial amounts are attached (Exhibit A); and

WHEREAS, on December 15, 2025, Council approved an agreement with Flock Safety, Inc., in the amount of \$133,300 (Resolution No. 2025 – 207); and

WHEREAS, the Change Order consists of services provided from May 2025 through December 2025, when the new agreement was signed, this time allowed for the City to consolidate several smaller agreements into one; and

WHEREAS, during this time, Flock Safety, Inc. continued to provide services from May 2025 through December 2025, when the new agreement was executed; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Change Order.

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 Manager, or designated representatives, are authorized to execute the Change Order, and any other documents necessary to complete this transaction.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-83993
Invoice Date: 1/9/2026
Due Date: 2/8/2026
Payment Terms: Net 30
PO#:
W-9 Form [\[Download\]](#)
Certificates of Insurance [\[Download\]](#)

Bill To: IL - Bloomington PD
Bloomington, Illinois, 61701

Ship To: IL - Bloomington PD
305 South East Street
Bloomington, Illinois 61701

Billing Company Name: IL - Bloomington PD
Billing Contact Name: City of Bloomington Accounts Payable
Billing Email Address: accountspayable@cityblm.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - IL - Bloomington - EXP 2 WING/ALPR: Year 1 of 24 Month Term, 2025 - 2026 - Credit of \$8,928.07 applied, balance due \$7,571.93

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	3	\$3,000.00	\$0.00	\$9,000.00
Flock Safety LPR Video Integration, fka Wing LPR	5	\$1,500.00	\$0.00	\$7,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	\$16,500.00
Sales Tax:	\$0.00
Credit:	\$8,928.07
Payments:	\$0.00
Balance Due:	\$7,571.93

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-83993
Invoice Date: 1/9/2026
Due Date: 2/8/2026
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-83993
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: IL - Bloomington PD

Invoice #: INV-83993

Amount Due: **\$7,571.93**

Amount Enclosed: \$ _____



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-61937
Invoice Date: 4/3/2025
Due Date: 5/3/2025
Payment Terms: Net 30
PO#:
W-9 Form [\[Download\]](#)
Certificates of Insurance [\[Download\]](#)

Bill To: IL - Bloomington PD
305 S East St
Bloomington, Illinois, 61701

Ship To: IL - Bloomington PD
305 South East Street
Bloomington, Illinois 61701

Billing Company Name: IL - Bloomington PD
Billing Contact Name:
Billing Email Address:

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - IL - Bloomington - 2024: Year 2 of 24 Month Term, 2025 - 2026 - Credit of \$13,112.80 applied, balance due \$19,387.20

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	10	\$3,000.00	\$0.00	\$30,000.00
Flock Safety Advanced Search	14	\$178.57	\$0.00	\$2,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	\$32,500.00
Sales Tax:	\$0.00
Credit:	\$13,112.80
Payments:	\$0.00
Balance Due:	\$19,387.20

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-61937
Invoice Date: 4/3/2025
Due Date: 5/3/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-61937
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: IL - Bloomington PD

Invoice # INV-61937

Amount Due: **\$19,387.20**

Amount Enclosed: \$ _____



Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
 - Ability to potential access additional cameras from Flock Customers, including: Peoria, LeRoy, Champaign, Rantoul, Mahomet, Springfield, at no additional cost

flock safety

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary).)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Flock Group Inc #5419

Amount: \$26,959.13

Date: 3/2/2026

Description of item/services:

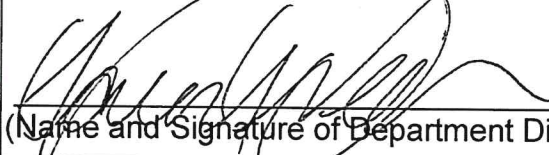
The purchase of Flock Safety LPR Flex, Flock Safety LPR video integration, Flock Safety Video Integration, and Flock OS

Justification:

The police department is requesting this as a limited source for the following reasons:

- *The previous investment with Flock allows up to maintain that infrastructure currently in place
- *The positive service, support, and overall satisfaction with Flock in general
- *The propriety interaction between the line of Flock products and the various systems already in place locally and nationwide.

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



(Name and Signature of Department Director or Designee)

3/3/26


Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

3/5/2026

Date



Consent Agenda Item No. 8.E.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Fortinet Firewall and Software Licensing from Scientel Solutions, LLC, for the Replacement of Aging Devices, in the Amount of \$84,705.89, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities to Grow the Local Economy

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

Background: The Information Technology Department is requesting approval to purchase a new Fortinet firewall system to replace several aging network and security components in our current environment. The systems we have today are due for replacement and require significant reinvestment to keep them functioning reliably. Rather than continuing to fund multiple older systems from different vendors, the City can move to a modern, integrated solution that provides better protection at a lower long-term cost.

The new Fortinet system will allow us to retire several outdated pieces of equipment and consolidate their functions into a single, unified platform. This will make the City's network more reliable, easier to manage, and more secure. An important advantage of this upgrade is that it will allow the City to reach 100% Multi-Factor Authentication ("MFA") compliance, which is a requirement of our cyber-liability insurance carrier. Achieving full MFA compliance reduces our cyber-risk exposure and ensures the City remains eligible for critical insurance coverage. In addition, the Fortinet platform supports the City's move toward a Zero Trust security model, a modern and widely adopted approach to protecting government systems from increasingly sophisticated cyber threats.

The purchase is being made through the Omnia Partner Joint Purchasing Contract #01-154 IT - Security and Data Protection Solutions (expires 11/30/2026), which provides competitively bid government pricing, and the City has negotiated even better pricing on top of the cooperative discount.

Overall, this investment will modernize the City's network foundation, strengthen security, ensure compliance with insurance requirements, reduce long-term costs, and better protect City operations and data.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase a Fortinet 701G Firewall with a 5-Year FortiCare Licensing from Scientel Solutions, using the Omnia Partner Contract #01-154 IT Security and Data Protection Solutions (expires 11/30/2026) in the amount of \$84,705.89. If approved, a budget transfer will be processed to move \$72,000 from the Information Technology-Capital Outlay Office and Computer Equipment account (10011610-72120) to the Information Technology-Repair Maintenance Office & Computer account (10011610-70530) where the purchase of \$84,705.89 will be expensed. The reason for the budget transfer is that the software licensing and services are not a fixed asset. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 161.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote
3. OMNIA Fortinet 01-154 IT Security and Data Protection Solutions

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE PURCHASE OF FORTINET FIREWALL AND SOFTWARE LICENSING FROM SCIENTEL SOLUTIONS, LLC, FOR THE REPLACEMENT OF AGING DEVICES, IN THE AMOUNT OF \$84,705.89

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Fortinet Firewall and Software Licensing (“Purchase”) from Scientel Solutions, LLC, for the replacement of aging devices, in the amount of \$84,705.89; and

WHEREAS, the detailed quote is attached (Exhibit A); and

WHEREAS, the Purchase consists of a new Fortinet firewall system to replace several aging network and security components in our current environment; and

WHEREAS, the Purchase consists of a Fortinet 701G Firewall with 5 Year FortiCare Licensing from Scientel Solutions; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Purchase.

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 Manager, or designated representatives, are authorized to execute the Purchase, and any other documents necessary to complete this transaction.

PASSED this 23rd of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Scientel Solutions, LLC
2021 N. Eola Rd.
Aurora, IL 60502

Quote #: SCI02071v3
Date: 02/25/2026
Expires: 03/24/2026

Submitted To:
City of Bloomington, IL
Craig McBeath – Director of Information Technology
cmcbeath@cityblm.org
Phone: (309) 434-2257

Submitted By:
Scientel Solutions, LLC
Glenn Luckman – VP of Sales
gluckman@scientelsolutions.com
Phone: (312) 877-4280

Quote Name: City of Bloomington 701G Firewall Procurement with 5 Year FortiCare Licensing

Purchasing Cooperative Information: Scientel Solutions, LLC is an authorized reseller of Fortinet Inc. Products & Services and is offering this quote to the City of Bloomington, IL utilizing Fortinet's Omnia Partners (formerly NCPA) **Contract #01-154 IT Security and Data Protection Solutions.**

Description of Quote: Scientel Solutions, LLC (Scientel) is pleased to deliver this quote to the City of Bloomington, IL (Bloomington) to provide the requested Fortinet Firewall and Software Licensing. Scientel has provided a 5-year licensing option for the proposed Fortinet 701G FW.

Table 1: Fortinet 701G Firewall with 5 Years Licensing

Item/Description	Part Number	Qty
FortiGate-701G 4 x 25G SFP28 slots, 4 x 10GE SFP+ slots, 16 X 1G SFP slots, 8 x 5G BASE-T RJ45 ports, 2 x RJ45 ports (Incl. HA 2.5G and MGMT 1G), SPU NP7 and CP10 hardware accelerated, 960GB onboard SSD storage, dual AC power supplies	FG-701G	1
FortiGate-701G 5 Year Enterprise Protection (IPS, AI-based Inline Malware Prevention, DLP, App Control, Adv Malware Protection, URL/DNS/Video Filtering, Antispam, Attack Surface Security, Converter Svc, FortiCare Premium)	FC-10-G7H1G-809-02-60	1

General Assumptions / Exclusions:

- This quote is for Procurement Only of the equipment/software/licensing listed in Table 1.
- All licenses/software will be delivered electronically; no onsite services are included.
- All pricing excludes shipping and taxes.

Pricing:

Part #	List Price	Omnia Price	Disc. Price	Qty	Ext. Disc. Price
FG-701G	\$25,800.00	\$20,640.00	\$12,705.89	1	\$12,705.89
FC-10- G7H1G-809-02-60	\$109,650.00	\$87,720.00	\$72,000.00	1	\$72,000.00
TOTAL					\$84,705.89

Billing Milestones: 100% upon Equipment/Software/Licensing Receipt

Terms, Conditions, & Acceptance: Scientel Solutions LLC will accept a written Purchase Order (P.O.) for work. Payment due 30 days after submission of invoice. This quote is valid for 30 days. If the above quote and terms are accepted by the quote recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary PO via email at Salesorder@scientelsolutions.com

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____



Fortinet

Security Services

For over 20 years, Fortinet has been a driving force in the evolution of cybersecurity and networking and security convergence. Our network security solutions are the most deployed, most patented, and among the most validated in the industry. Our broad, complementary portfolio of cybersecurity solutions are built from the ground up with integration and automation in mind, enabling more efficient, self-healing operations and a rapid response to known and unknown threats.

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Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Fortinet secures the largest enterprise, service provider, and government organizations and is available on a competitively solicited, publicly awarded cooperative contract through OMNIA Partners.

- **IT Security and Data Protection Solutions**

Region 14 ESC - TX | 01-154

[VIEW CONTRACT
DOCUMENTATION](#)

[CONTACT US](#)

FORTINET | OMNIA

Purchasing Security Services Through the OMNIA Contract

Publicly Procured Cooperative Contract
 Contract #01-154
 Contract Term: December 1, 2022 to November 30, 2025

Who Is OMNIA Partners?
 OMNIA Partners is a leading national government purchasing cooperative that works to reduce the cost of goods and services for its members. OMNIA Partners collaborates with a leading public agency to competitively solicit master contracts that other public agencies can utilize or adopt as an alternative to issuing their own solicitations.

In December 2022, OMNIA Partners acquired the National Cooperative Purchase Alliance (NCPA) and NCPA is now a wholly-owned subsidiary of OMNIA Partners.

Why Should You Use This Contract?

- Save Time:** OMNIA/NCPA has done the procurement work so you don't have to.
- Save Money:** Your dollar goes further by leveraging OMNIA/NCPA's collective buying power of public agencies in all 50 states.
- Remain Compliant:** OMNIA/NCPA's competitive procurement process delivers statutory compliance in every state.

Who Can Buy Using This Contract?

- States, counties, cities, and municipalities
- School districts, including public and private K-12 and charter schools
- Higher education, including universities, community and private colleges, and technical schools
- Healthcare organizations
- Nonprofit organizations

Why Fortinet?
 For over 20 years, Fortinet has been a driving force in the evolution of cybersecurity and networking and security convergence. Our network security solutions are the most deployed, most patented, and among the most validated in the industry. Our broad, complementary portfolio of cybersecurity solutions are built from the ground up with integration and automation in mind, enabling more efficient, self-healing operations and a rapid response to known and unknown threats.

Get Started
 If you are not already a member, you can [register](#) and join in minutes. There are no dues, fees, or obligations for membership.
 For more information about this contract, contact the [Fortinet Contract Manager](#).

WHAT'S AVAILABLE ON THIS CONTRACT?
 The entire Fortinet catalog of products and services, including:

- Network Security**
 - Access control
 - Email protections
 - Network and application security
- Networking and Communications**
 - Internet access
 - Switches
 - Virtualization
 - Voice services
- Zero-Trust Access**
 - Data protection
 - Endpoint protection
 - Web security
- Cloud Security**
 - Cloud management
- Security Operations**
- FortiGuard Security**
 - Firewalls
- Support Services**
 - ...and so much more.

Fortinet Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

IT Security and Data Protection Solutions

Region 14 ESC - TX

Contract Number: 01-154

Initial Term: December 1, 2022 through November 30, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through November 30, 2027

RENEWED THROUGH November 30, 2026

Executive Summary

- [Pricing](#)
- [Approved Partners List](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)





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Consent Agenda Item No. 8.F.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Approval of a Resolution Approving the Purchase of Gas Masks for the Bloomington Police Department, from Ray O'Herron, in an Amount of \$73,014, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The Bloomington Police Department ("BPD") requires gas masks to protect officers from harmful airborne substances such as opioids, tear gas, smoke, chemical agents, and hazardous materials during riots, chemical spills, and other emergency situations. These masks are also necessary for routine patrol scenarios where immediate deployment may be required. Gas masks ensure officers can operate safely in environments where breathing would otherwise be dangerous.

Additionally, gas masks are an important safety measure in response to the ongoing opioid crisis. Officers may encounter airborne exposure risks when handling substances such as fentanyl and other synthetic opioids during searches, overdoses, and drug enforcement operations. Proper respiratory protection helps safeguard officers from accidental inhalation while they work to combat opioid distribution and protect the community from opioid-related harm.

BPD's SWAT team currently uses the Avon FM54 model, and a neighboring department utilizes Avon C50 masks for their patrol officers. The neighboring department has recommended Avon products based on their reliability and performance. To maintain compatibility, reliability, and operational consistency across units, the Bloomington Police Department researched Avon products and determined that they best meet the department's needs.

Justification to Use Ray O'Herron Company as a Limited Source:

Price versus Competitors

- C-50: Ray O'Herron Company's price per C50 kit is \$546, which is \$144 lower than any other confirmed pricing, saving \$17,280. This was also confirmed by Avon's sales rep. Note: Ray O'Herron Company does not use Joint Purchase agreements and does not want to add itself to any. (See attached document from GSA Advantage)
- FM54: Ray O'Herron Company's price per FM54 is cheaper than any confirmed pricing by \$200 per unit, a cost savings of \$1,600. (See attached document from GSA)

Advantage)

Total cost savings = \$18,880+

Immediate and Critical Operational Need - Gas masks are essential for officer safety during hazardous incidents, including illicit drugs, chemical exposure, civil disturbances, and emergency response situations, as well as handling unknown or harmful substances. Ray O'Herron can provide rapid delivery and sizing support, ensuring officers are equipped without delay.

Sizing and Fit Expertise - Proper fit is critical for the effectiveness of a gas mask. Ray O'Herron offers hands-on sizing assistance and will work directly with BPD to ensure each officer receives a correctly fitted mask. They also provide flexibility for size exchanges, reducing the risk of improper fit and ensuring compliance with safety standards.

Future Operational Continuity - The vendor has committed to supporting future orders for new officers, maintaining consistency in equipment and compatibility with existing inventory. This long-term support minimizes training and operational disruptions.

Compatibility and Warranty Considerations - Gas masks supplied by Ray O'Herron are compatible with current filters and accessories already in use by BPD. Switching vendors could result in compatibility issues, increased costs for replacement parts, and potential warranty complications.

Critical Responsiveness and Reliability - In emergency scenarios, delays in obtaining protective equipment can jeopardize officer safety and public service. Ray O'Herron's proven track record of responsiveness and reliability ensures BPD can meet critical needs promptly.

The purchase would include 120 Gas Masks with C50 First Responder Kit at a cost of \$65,520, 8 Gas Masks with FM54 Kits for K9 Officers at a cost of \$7,000, plus shipping/freight of \$494, for a total cost of \$73,014. Each First Responder Kit would include a clear outsert assembly, a sunlight outsert assembly, a CBRNCF50 canister, a CTCF50 Riot Agent Canister, and a Universal Carrier and Storage Faceform. Each K9 Kit would include a Twin Port FM54 APR, a clear outsert assembly, a BlueBlocker outsert assembly, a CBRN Canister, a CTCF50 Riot Agent Canister, and a Universal Carrier & Storage Faceform.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase gas masks for BPD from Ray O'Herron, in the amount of \$73,014. This item is not currently included in the approved budget; however, it is a critical investment in officer safety, particularly in response to the ongoing opioid crisis. If approved, the City would utilize Opioid Settlement Funds to cover the cost of this purchase, ensuring the equipment directly supports efforts to address opioid-related risks within the community. This will be paid from the Police-Other Supplies-Opioid Remediation account (10015110-71190-34500).

Attachments:

1. Resolution - Gas Masks
2. Resolution - Exhibit A - Quote
3. Informational - FM54 Gas Mask Kits
4. Informational - C50 Gas Mask Kits
5. Limited Source Justification - Ray O'Herron Company

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING THE PURCHASE OF GAS MASKS FOR THE
BLOOMINGTON POLICE DEPARTMENT, FROM RAY O'HERRON, IN THE AMOUNT OF
\$73,014**

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of gas masks for the Bloomington Police Department ("Purchase"), from Ray O'Herron, in the amount of \$73,014; and

WHEREAS, the detailed quote is attached (Exhibit A); and

WHEREAS, gas masks help protect officers from harmful airborne substances such as tear gas, smoke, chemical agents, and hazardous agents; and

WHEREAS, they are necessary for routine patrol scenarios where immediate deployment may be required; and

WHEREAS, gas masks ensure officers can operate safely in environments where breathing would otherwise be dangerous; and

WHEREAS, the Purchase consists of 120 Gas Masks with C50 First Responder Kit at a cost of \$65,520, 8 Gas Masks with FM54 Kits for K9 Officers at a cost of \$7,000, plus shipping/freight of \$494 for a total cost of \$73,014; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Purchase.

**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 Manager, or designated representatives, are authorized to execute the Purchase, and any other documents necessary to complete this transaction.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



3549 N Vermilion St
 Danville, IL 61832
 www.oherron.com
 rayoherron@oherron.com
 1-800-223-2097

Quote

Quote # 3261919
 Customer No: 00-61702PD
 Date:1/17/2026

BILL TO:
 BLOOMINGTON POLICE DEPARTMENT
 305 S EAST ST
 BLOOMINGTON, IL 61701

SHIP TO:
 BLOOMINGTON POLICE DEPT
 305 S EAST ST
 ATTN: SGT. JOHN FERMON
 BLOOMINGTON, IL 61701

BADGE NO:	PAYMENT TERMS: NET 30 DAYS	ORDERED BY: JOHN FERMON	ORDER COMMENT:
-----------	-------------------------------	----------------------------	----------------

ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
	RMO			
	*****SHIPPING CHARGES APPLY*****			
70501-555	C50 FIRST RESPONDER KIT LGE Kit Includes the following: - C50 APR - Clear outsert assembly - Sunlight outsert assembly - CBRNCF50 canister - CTCF50 Riot Agent Canister - Universal Carrier and storage Faceform	120.00	546.00	65,520.00
70501-697-8	FM54 PORT SPECIALIST RESPONDER Kit includes: Twin Port FM54 APR, Clear Outsert Assembly, BlueBlocker Outsert Assembly, CBRN Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	8.00	875.00	7,000.00
	QUOTED PRICES			

Freight:	494.00
Sales Tax:	0.00
Quote Total:	73,014.00

THIS IS NOT AN INVOICE. ADDITIONAL SHIPPING CHARGES MAY APPLY.
 Quoted prices are good until 30 days from date of quote or until otherwise noted.
 If you have questions or are ready to place an order please email orders@oherron.com
 or call 1-800-223-2097

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SHIPPING

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MINIMUM ORDER

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Limit Price

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Sort

Price - low to high ▼

View as [Grid !\[\]\(52b7b7d85f6335414c0975ffe1f15690_img.jpg\)](#)



70501-697-8

FM54 TWINPORT SPECIALIST RESPONDER KIT,

Mfr: AVON

\$ 877.83 EA

From 7 sources:



30 days delivered ARO

Add to cart

Description

Twinport Responder Kit, Size Large

Contractor:

KELL SYSTEMS INC

contract#: 47QSWA21D0079

includes: s w wo

This is not valid per AVON and Kell Systems.



70501-697-8

FM54 KIT LARGE

Mfr: AVON PROTECTION SYSTEMS

\$ 1070.43 KT

From 7 sources:



100 days delivered ARO

Add to cart

Description

Kit Includes - Twinport FM54 APR, Clear & sunlight outserts, CBRNCF50 & CTCF50 filters, Universal Carrier & storage face form

Contractor:

ATLANTIC DIVING SUPPLY, INC.

contract#: 47QSMA19D08Q1

includes: s



70501-697-8

FM54 TWINPORT SPECIALIST RESPONDER KIT L

Mfr: AVON

\$ 1132.20 EA

From 7 sources:



30 days delivered ARO

[Add to cart](#)

Description

FM54 Twinport Specialist Responder Kit LGE

Contractor:

BOTACH INC.

contract#: 47QSHA19D003Y

includes: s w wo



70501-697-8

FM54 SPECIALIST RESPONDER KIT TWIN

Mfr: AVON PROTECTION

\$ 1150.00 EA

From 7 sources:



60 days shipped ARO

[Add to cart](#)

Description

FM54 Twin Port Specialist Responder Kit provides protection to the face, eyes, and respiratory tract from Chemical, Biological, Radiological and Nuclear (CBRN) threats, Riot Agents, Toxic Industrial Chemicals (TICs), and Toxic Industrial Materials (TIMs). Kit includes Twin Port FM54 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal ... [more](#)

Contractor:

LIONHEART ALLIANCE, LLC

contract#: 47QSWA20D001M

includes: s d



70501-697-8

FM54 TWINPORT SPECIALIST RESP KIT LGE

Mfr: AVON PROTECTION

\$ 1254.41 EA

From 7 sources:



60 days shipped ARO

Add to cart

Description

FM54 Twinport Specialist Responder Kit LGE, The FM54 Twinport Specialist Respirator Kit in a Large size.

Contractor:

SRT SUPPLY LLC

contract#: GS-07F-0133W

includes: s



70501-697-8

AIR PURIFYING RESPIRATORS

Mfr: AVON PROTECTION SYSTEMS

\$ 1272.77 EA

From 7 sources:



30 days shipped ARO

Add to cart

Description

FM54 Twin Port Specialist Responder Kit, LGE; Includes Mask, Clear & Blueblocker Outsert Assemblies, CBRN Filter, Riot Agent filter, Mask Carrier, Faceform

Contractor:

STREICHERS INC

contract#: 47QSWA21D0025

includes:



70501-697-8

FM54 TWINPORT SPECIALIST RESPONDER KIT L

Mfr: AVON PROTECTION SYSTEMS, INC.

\$ 1289.00 EA 

From 7 sources:



30 days delivered ARO

Add to cart

Description

FM54 Twinport Specialist Responder Kit LGE

Contractor:

INDUSTRIAL STRENGTH INDUSTRIES LLC

contract#: 47QSHA19D0053

includes: s w wo

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Found **12** products.

Search within

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all the words

Limit Price

Sort

Price - low to high

View as

Grid 



This is not valid per AVON and Kell Systems.

70501-557

C50 FIRST RESPONDER KIT SML

Mfr: AVON

\$ 551.11 EA

From 12 sources:

DISAST COOP
PURCH PURCH

30 days delivered ARO

Add to cart

Description

Responder Kit, Size Small

Contractor:

KELL SYSTEMS INC

contract#: 47QSWA21D0079

includes: s w wo



70501-557

C50 FIRST RESPONDER KIT SML

Mfr: AVON

\$ 690.05 EA

From 12 sources:

DISAST COOP
PURCH PURCH

30 days delivered ARO

Add to cart

Description

C50 First Responder Kit SML

Contractor:

[BOTACH INC.](#)

contract#: 47QSHA19D003Y

includes: S W WO



70501557

GAS MASK: C50 FIRST RESPONDER, ACCESSORI

Mfr: AVON PROTECTION SYSTEMS

\$ 746.76 EA

From 12 sources:



7 days delivered ARO

Add to cart

Description

GAS MASK, C50 FIRST RESPONDER SERIES, S, INCLUDES ACCESSORIES CARRIER, FACEPIECE MATERIAL RUBBER, HEAD HARNESS MATERIAL LYCRA R , RESPIRATOR CONNECTION TYPE THREADED, CONFIGURED FOR CANISTERS, PAPR, SCBA 70501557 AVON PROTECTION SYSTEMS 33X183

Contractor:

[W.W.GRAINGER, INC.](#)

contract#: 47QSHA18D000G

includes:

BPA: 47QSSC24A0019

[Other Terms and Conditions apply for this BPA](#)



70501-557

AIR PURIFYING RESPIRATORS

Mfr: AVON PROTECTION SYSTEMS

\$ 764.01 EA

From 12 sources:
30 days shipped ARO

Add to cart

Description

C50 First Responder Kit SML, includes mask, two filter types, two outserts, and a carrier

Contractor:

[STREICHERS INC](#)

contract#: 47QSWA21D0025

includes:



70501-557

C50 FIRST RESPONDER KIT TWIN

Mfr: AVON PROTECTION

\$ 771.00 EA

From 12 sources:

DISAST COOP
PURCH PURCH

60 days shipped ARO

Add to cart

Description

C50 First Responder Kit. Air Purifying Respirator protective mask shares key technologies with the U.S. M50/JSGPM (Joint Services General Purpose Mask) to provide maximum operational flexibility. Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier, and Storage Faceform. Small

Contractor:

LIONHEART ALLIANCE, LLC

contract#: 47QSWA20D001M

includes: [s](#) [d](#)



70501/557

C50 FIRST RESPONDER KIT 🌐

Mfr: AVON PROTECTION SYSTEMS

\$ 778.48 EA

From 12 sources:



100 days delivered ARO

Add to cart

Description

AVON PROTECTION SYSTEMS C50 FIRST RESPONDER KIT SML 70501/557. AVON PROTECTION SYSTEMS C50 FIRST RESPONDER KIT SML 70501/557. AVON PROTECTION SYSTEMS C50 FIRST RESPONDER KIT SML 70501/557

Contractor:

ATLANTIC DIVING SUPPLY, INC.

contract#: 47QSMA19D08Q1

includes: [s](#)



70501557

GAS MASK S RUBBER

Mfr: AVON PROTECTION SYSTEMS

\$ 784.29 EA 

From 12 sources:

DISAST **COOP**
PURCH **PURCH**

10 days delivered ARO

Add to cart

Description

Gas Mask C50 First Responder Series S Includes Accessories Carrier Facepiece Material Rubber Head Harness Material Lycra(R) Respirator Connection Type Threaded Configured For Canisters PAPR SCBA

Contractor:

[SPS INDUSTRIAL INC](#)

contract#: 47QSMS24D005B

includes: s dv



70501557

GAS MASK: C50 FIRST RESPONDER, ACCESSORI

Mfr: AVON PROTECTION SYSTEMS

\$ 794.43 EA

From 12 sources:



3 days delivered ARO

Add to cart

Description

GAS MASK, C50 FIRST RESPONDER SERIES, S, INCLUDES ACCESSORIES CARRIER, FACEPIECE MATERIAL RUBBER, HEAD HARNESS MATERIAL LYCRA R , RESPIRATOR CONNECTION TYPE THREADED, CONFIGURED FOR CANISTERS, PAPR, SCBA
70501557 AVON PROTECTION SYSTEMS 33X183

Contractor:

[W.W.GRAINGER, INC.](#)

contract#: 47QSHA18D000G

includes: o



70501-557

C50 FIRST RESPONDER KIT SML

Mfr: AVON PROTECTION

\$ 829.35 EA

From 12 sources:

DISAST COOP
PURCH PURCH

60 days shipped ARO

Add to cart

Description

C50 First Responder Kit SML, A complete deployment kit for First Responders in a Small size.

Contractor:

SRT SUPPLY LLC

contract#: GS-07F-0133W

includes:



70501-557

C50 FIRST RESPONDER KIT SML

Mfr: AVON PROTECTION SYSTEMS, INC.

\$ 852.00 EA

From 12 sources:

DISAST COOP
PURCH PURCH

30 days delivered ARO

Add to cart

Description

C50 First Responder Kit SML

Contractor:

INDUSTRIAL STRENGTH INDUSTRIES LLC

contract#: 47QSHA19D0053

includes: s w wo



70501-557

GAS MASK S RUBBER 

Mfr: AVON PROTECTION SYSTEMS

\$ 946.40 EA

From 12 sources:

DISAST **COOP**
PURCH **PURCH**

10 days delivered ARO

Add to cart

Description

Gas Mask C50 First Responder Series S Includes Accessories Carrier Facepiece Material Rubber Head Harness Material Lycra(R) Respirator Connection Type ThreadedConfigured For Canisters PAPR SCBA

Contractor:

SEVA TECHNICAL SERVICES, INC.

contract#: GS-21F-089BA

includes: s dv



70501-557

FULL FACE RESPIRATOR, SIZE S, FACEPIECE

Mfr: AVON PROTECTION SYSTEMS

\$ 1107.42 EA

From 12 sources:

DISAST **COOP**
PURCH **PURCH**

15 days shipped ARO

Add to cart

Description

Full Face Respirator, Size S, Facepiece Material Rubber, Includes Mask, Filters, Accessories Carrier

Contractor:

RED HILL VENTURES LLC

contract#: 47QSWA20D0009

includes:

Can't find what you're looking for?

Call GSA Customer Service at

800-488-3111

Available 24 hours a day

Monday - Friday

(8 AM Central Sunday through 8:30 PM Central Friday)

LIMITED SOURCE JUSTIFICATION
(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Ray O'herron Company	Amount \$ 73,014.00	Date: 2/16/2026
---------------------------------------	---------------------	-----------------

Description of item/service:
120 Gas Masks- C50 First Responder Kit - \$65,520.00
- Clear outsert assembly
- Sunlight outsert assembly
- CBRNCF50 canister
- CTCF50 Riot Agent Canister
- Universal Carrier and storage Faceform

8- Gas Masks - FM54 Kits - \$7,000.00
Kit includes: Twin Port FM54 APR, Clear Outsert Assembly, BlueBlocker Outsert Assembly, CBRN Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform

Shipping/Freight - \$494.00

Justification:

Justification for AVON Products / Gas Masks:
The Bloomington Police Department requires gas masks to protect officers from harmful airborne substances such as tear gas, smoke, chemical agents, and hazardous materials during riots, chemical spills, and other emergency situations. These masks are also necessary for routine patrol scenarios where immediate deployment may be required. Gas masks ensure officers can operate safely in environments where breathing would otherwise be dangerous.

The department's SWAT team currently uses the Avon FM54 model, and neighboring departments utilize Avon C50 masks for their patrol officers. The neighboring department has recommended Avon products based on their reliability and performance. To maintain compatibility, reliability, and operational consistency across units, the Bloomington Police Department researched Avon products and determined they best meet the department's needs.

Justification for Ray Oherron's as a Limited Source:

Price versus Competitors

- C-50: Ray Oherron's price per C50 kit is \$546.00 which is \$144 lower than any other confirmed pricing, saving \$17,280. This was also confirmed by Avon's sales rep. Note: Ray Oherron company does not use Joint Purchase agreements and does not want to add themselves to any. (See attached document from GSA Advantage)
- FM54: Ray Oherron's price per FM54 is cheaper than any confirmed pricing by \$200 per, a cost savings of \$1,600. (See attached document from GSA Advantage)

Total cost savings = \$18,880+

Immediate and Critical Operational Need
Gas masks are essential for officer safety during hazardous incidents, including chemical exposure, civil disturbances, and emergency response situations as well as handling of unknown or harmful substances. Ray O'Herron can provide rapid delivery and sizing support, ensuring officers are equipped without delay.


Sizing and Fit Expertise
Proper fit is critical for gas mask effectiveness. Ray O'Herron offers hands-on sizing assistance and will work directly with BPD to ensure each officer receives a correctly fitted mask. They also provide flexibility for size exchanges, reducing risk of improper fit and ensuring compliance with safety standards.

Future Operational Continuity
The vendor has committed to supporting future orders for new officers, maintaining consistency in equipment and compatibility with existing inventory. This long-term support minimizes training and operational disruptions.

Compatibility and Warranty Considerations
Gas masks supplied by Ray O'Herron are compatible with current filters and accessories already in use by BPD. Switching vendors could result in compatibility issues, increased costs for replacement parts, and potential warranty complications.

Critical Responsiveness and Reliability
In emergency scenarios, delays in obtaining protective equipment can jeopardize officer safety and public service. Ray O'Herron's proven track record of responsiveness and reliability ensures BPD can meet critical needs promptly.

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


(Name and Signature of Department Head)

2/27/26
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

3/15/2026

Date



Consent Agenda Item No. 8.G.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Three-Year Agreement with Placer Labs, LLC, for Venue Analytics Service and Migration Trends Dataset, in the Amount of \$59,467, as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Background: Placer.ai is an online, web browser-based service that allows City staff to view consumer visits to venue locations and events throughout the City-based on location data sent by consumers' cell phones to Placer.ai. This location data is analyzed by City staff to determine trends in attendance to City-owned venues, including the Bloomington Center for Performing Arts ("BCPA"), Grossinger Motors Arena, Miller Park Zoo, parks, and other City facilities. Trends related to consumer shopping patterns at area retailers (Downtown, Eastland Mall, etc.) and local events (Farmer's Market, Saturdays on the Square, etc.) are also studied to help determine the current economic health of the City and areas of opportunity for new and growing businesses. The new Migration Trends Dataset analyzes human mobility over time for any ZIP Code Tabulation Area in the U.S. This will assist staff in anticipating changes in real estate demand, highlighting areas for retail expansion, demonstrating local business potential that will attract investors and stakeholders, and more.

The former Economic and Community Development Department first subscribed to a three (3) year Placer.ai contract in April 2020, and auto-renewed the agreement in April 2023. This agreement provided City staff with access to location data and insights for Illinois and 9 surrounding states. This included venue analytics reports such as visits, trade areas, customer journeys, dwell time, and visitation by hour/day. Staff have used Placer.ai to assist current businesses, target new businesses, assess events and their economic impacts, determine traffic flows and labor movements, and more. This Amendment to the Order Form will lock in the new rate, payable yearly, for three (3) years and includes the full services previously provided as well as a new Migration Trends Dataset. As a continuation of an existing service with limited sourcing options, a sole source justification has been attached.

Community Groups/Interested Persons Contacted: Placer Labs, LLC will be utilized internally by multiple departments and data is often shared with community partner organizations, such as; VisitBN and the McLean County Chamber of Commerce.

Financial Impact: If approved, the City will enter into a Three-Year Agreement with Placer Labs, LLC, for Venue Analytics Service and Migration Trends Dataset, in the amount of \$59,467. Per the agreement, \$18,760 will be paid in FY 2026, \$19,857 in FY 2027, and

\$20,850 in FY 2028. Economic Development will include the amounts for FY 2027 and FY 2028 in those respective year budget submissions. This will be paid from the Economic Development-Other Professional & Technical Services account (10019170-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 275.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Limited Source Justification Letter - PlacerLabs

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH PLACER LABS, LLC,
FOR VENUE ANALYTICS SERVICE AND MIGRATION TRENDS DATASET, IN THE
AMOUNT OF \$59,467**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Placer Labs, LLC, be approved for the Venue Analytics Service and Migration Trends Dataset (“Agreement”), in the amount of \$59,467 (“Exhibit A”), and

WHEREAS, City Staff across multiple departments use these data sets to track Return on Investment on events and visitor trends, and Economic Development staff will continue to use the data to review Void Analysis, Labor Shed, and Retail Gaps; and

WHEREAS, the City Council finds it in the best interest of the City to approve the 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 Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction. The City Manager, or their designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated and effective as of the last signature below (the “**Amendment Date**”), modifies the Order Form (attached hereto as Exhibit B) executed by City of Bloomington, IL (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about April 17, 2020 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Parties agree to an Additional Term commencing on April 18, 2026 (“**Commencement Date**”) and ending on April 17, 2029.
2. Starting on the Commencement Date, the following summary of the Services and Fees is added to the beginning of the Order Form and replaces any existing summary:

Services and Fees.

Services Description	List Price	Discount	Total Fees	Services Description Detail
Platform Access	\$88,580.82	\$29,113.82	\$59,467.00	Section 2
Chains Report Expanded	\$0.00	\$0.00	\$0.00	Section 2
Void Analysis	\$0.00	\$0.00	\$0.00	Section 2
Events	\$0.00	\$0.00	\$0.00	Section 2
Esri Basemaps	\$0.00	\$0.00	\$0.00	Section 2

Subscription Fees Total	\$59,467.00
Months 1-12: Total List Price	\$29,526.94
Months 1-12: Multi-Year Discount	
Months 1-12: Discretionary Discount	(\$10,766.94)
Months 1-12: Subscription Fees Total	\$18,760.00

Months 13-24: Total List Price	\$29,526.94
Months 13-24: Discretionary Discount	(\$9,669.94)
Months 13-24: Subscription Fees Total	\$19,857.00

Months 25-36: Total List Price	\$29,526.94
Months 25-36: Discretionary Discount	(\$8,676.94)
Months 25-36: Subscription Fees Total	\$20,850.00

All Fees in this Order Form are shown in US Dollar (USD)



PLACER LABS, INC.

3. Starting on the Commencement Date, the services listed in Exhibit A are added as Services in the applicable Services section of the Order Form.
4. Customer’s invoicing schedule for this Additional Term shall be as follows and replaces the current invoicing schedule, if any (for purposes of this Amendment, Effective Date means Commencement Date):

Placer will invoice Customer as follows for the Additional Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

5. As of the Amendment Date, the annual Fees for any subsequent Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.
6. **Additional Terms For the Esri Basemaps Enabled Platform.** Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the “**Supplemental T&Cs**”). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement.

Supplemental T&Cs

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.’s (“Esri”) and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744->



PLACER LABS, INC.


control-policy-end-user-and-end-use-based-2/file and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-suppl-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under those laws and regulations.

4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.

5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.

6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations.

7. Except as modified by the terms of this Amendment, the Order Form shall remain in full force and effect. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Order Form, the provisions of this Amendment shall govern and control.

City of Bloomington, IL	Placer Labs, Inc.
By:	By: 
Name:	Name: Vernell Wisdom



PLACER LABS, INC.

Title:		Title: Head of Contract Management
Date:		Date: 3/3/2026



PLACER LABS, INC.

Exhibit A

Esri Basemaps

Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

EXHIBIT B



Placer.ai

PLACER LABS, INC.

ORDER FORM

<p>City of Bloomington, IL (the "Customer")</p> <p>Address: 109 E Olive St, Bloomington, IL 61701</p> <p>Contact Person: Melissa Hon Email: mhon@cityblm.org Phone: (309) 434-2262 Billing Contact: Megan Horath Billing Contact Email: mhorath@cityblm.org Secondary Billing Contact Name & E-mail (if applicable): Austin Grammer agrammer@cityblm.org</p>	<p>Placer Labs, Inc. ("Placer")</p> <p>Address: 340 S Lemon Ave #1277, Walnut, CA, 91789</p> <p>Contact Person: Michael Mosley Email*: Michael.Mosley@placer.ai Phone*: 303-217-1171</p> <p>*Not for use for official notices.</p>
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Services to be Provided under this Order Form (the "Premium Services"):

- Access to all major venues within the state of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, Ohio, Wisconsin
- Access to Placer.io Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming-from/going-to? Along which routes?
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
 - Regular meeting with Placer Customer Success Team
 - Live, Virtual Training support as needed

Term and Termination:

Initial Term: The initial term will begin on the day the Customer signs the agreement, and will run for 12 consecutive months (the "**Initial Term**")

Subject to earlier termination as provided below, this Order Form is for the Initial Term specified above and, following expiration of the Initial Term, shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (collectively, the "**Term**").

Either party may terminate this Order Form upon seven (7) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement. In addition, Placer may immediately suspend Customer's access to the Premium Services, or terminate the Order Form, in the event of non-payment by the Customer.

Fees:

\$14,400/ year

Invoiced in full in advance (via Bill.com)

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.io.

Should Placer terminate this Order Form for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the prorated Fee attributable of the balance of the Initial Term

All billing will be sent via electronic invoice to the Customer contact indicated above.

Payment Terms: NET30

Support:

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Premium Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.io.

Mutual NDA:

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes non-public information regarding features, functionality and performance of, and pricing for, the Premium Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Premium Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement exempting for Freedom of Information Act requests. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement. Placer acknowledges that Customer, being a municipality, is subject to the Freedom of Information Act (FOIA).

Miscellaneous:

- All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, (c) when receipt is affirmatively confirmed by the individual recipient if transmitted by e-mail (i.e., auto-confirmation by the e-mail server will not suffice). Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.
- Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes during the duration of an active agreement between Placer and Customer. Upon termination, Customer's grant is revoked.
- Any data provided to Customer hereunder may be used solely for Customer's internal business purposes and may not be provided to any third party. Notwithstanding the foregoing, Customer shall have the right to use the information gained and gathered through the Premium Services and the license for its intended purpose, including, without limitation, sharing reports (PDF, screenshots) with current & potential clients, and marketing materials (hard copies and website) in connection thereto; provided, however, that Customer shall cite Placer as the provider of such information, when such information is shared publicly.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Premium Services are governed by, and Customer and Placer agree to, the Terms of Use attached hereto as Exhibit A (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

City of Bloomington, IL

By: _____
Name: Tim Gleason
Title: City Manager
Date: _____

"Placer"

Placer Labs, Inc.

By:  _____
Name: Noam Ben Zvi
Title: CEO
Date: 04 / 07 / 2020

Exhibit A
Terms of service
TERMS OF USE

These Terms of Use are a binding agreement between you and Placer Labs, Inc., a Delaware corporation, its subsidiaries and affiliated companies (collectively, “Placer”) that governs your use of the Services. The “Services” means (i) the website located at <http://placer.ai> (the “Site”), (ii) any services, features and content downloadable or accessible from the Site (for example, and without limitation, when you log in to your Account via the Site), and (iii) any other Placer application, software, product, or service licensed, downloaded or otherwise accessed by you, whether through Placer or third party websites or sources.

These Terms of Use include and hereby incorporate Placer’s privacy policy appearing at the end of these Terms of Use (the ” Privacy Policy“). These Terms of Use and the Privacy Policy are referred to collectively as the “Agreement“.

BY USING OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO THE AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, PLEASE DO NOT USE OR OTHERWISE ACCESS THE SERVICES. USE OF THE SERVICES IS VOID WHERE PROHIBITED.

1. AUTHORITY; ELIGIBILITY

1.1 If you use the Services on behalf of a company, organization, or other entity, then (a) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to the Agreement, and that you agree to the Agreement on the entity’s behalf, and (b) the word “you” includes you and that entity.

1.2 The Services are not designed for use by or in connection with anyone under the age of 18, and you accept all responsibility that may arise from your use of the Services in connection with any minors. Any use of or access to the Services by anyone under 18 is only permitted with the express written permission of such individual’s legal guardian, and, if necessary, you represent and warrant that you have received such permission. Any use or access to the Services by anyone under 13 is strictly prohibited and in violation of this Agreement.

2. SERVICES

Subject to the terms of the Agreement, Placer hereby grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services. This license may be revoked by Placer at any time for any reason, with or without notice.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 You will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; (b) re-identify any anonymized or statistical data provided by Placer, (c) modify, translate, or create derivative works based on the Services, (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party, (e) remove any proprietary notices or labels, (e) circumvent any security control or access mechanism of the Services, or (f) use the Services in connection with any products, services, or activities that compete with Placer. You shall not distribute, sublicense, display, or otherwise provide to third parties any data provided by Placer; any data provided by Placer may be used solely for your internal business purposes. Notwithstanding the preceding sentence, Placer may consent to your display to third parties of a minimal amount of data provided by

Placer (e.g., including a screenshot in a presentation); provided, however, that you must include an attribution to Placer and comply with other terms and conditions, if any, that Placer may specify when providing its consent.

3.2 You represent, covenant, and warrant that you will use the Services only in compliance with applicable laws and regulations. Although Placer has no obligation to monitor your use of the Services, Placer may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing upon prior written notice.

3.3 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). To use some of the Services, you may be required to create an account with Placer (an "Account"). Any information submitted as part of the Account creation process must be accurate and complete. You shall be responsible for maintaining the security of the Equipment, Account (including but not limited to administrative and user passwords), passwords and files, and for all uses of your Equipment or Account with or without your knowledge or consent.

4. PROPRIETARY RIGHTS

4.1 Placer shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, including, without limitation, support for the Services, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

4.2 You may provide feedback to Placer in respect of the Services. Feedback may include, without limitation, updates to or corrections of Placer's data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to you.

4.3 In the course of using the Services, you may upload data (e.g., your customer data) to the Services. Such uploaded data is referred to herein as "Customer Data". You hereby grant Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("Anonymized Customer Data") in connection with the Services. You also hereby grant each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect your ownership of your Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. You, not Placer, remain solely responsible for all Customer Data that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

5. TERM AND TERMINATION

5.1 The Agreement will remain effective until terminated.

5.2 Reserved

5.3 Reserved

5.4 The following will survive any termination of the Agreement and any order forms related to the Agreement: Sections 3, 4, 5.4, and 6 through 11 of these Terms of Use, and the Privacy Policy in its entirety.

6. WARRANTY DISCLAIMER

6.1 YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, PLACER MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, OR FREE OF VIRUSES OR OTHER HARMFUL CODE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

6.2 Placer is not a backup service, and you are solely responsible for creating any backups of data. Placer is not responsible for decisions made based on the Services.

7. INDEMNITY

Each party, as the case may be (herein the “**Indemnifying Party**”) agrees to indemnify, defend and hold the other party (the “**Indemnified Party**” and its affiliates or subsidiaries, or any of Indemnified Party’s directors, employees, agents, licensees or licensors (collectively, the “**Indemnified Parties**”) harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees and court costs) arising out of or relating in any way to (1) Indemnifying Party (or anyone accessing the Services using Indemnifying Party Account) use of the Services, (2) information in Indemnifying Party’s Account and any information Indemnifying Party (or anyone accessing the Services using Indemnifying Party Account) submit, post or transmit through the Services, (3) Indemnifying Party (or anyone accessing the Services using Indemnifying Party Account) violation of the Agreement, and (4) Indemnifying Party (or anyone accessing the Services using Indemnifying Party Account) violation of any rights of any other person or entity. Placer reserves the right, at your expense, to assume the exclusive defense and control of any indemnifiable matter and Indemnifying Party agree to cooperate with Indemnified Party to defend these claims.

8. LIMITATION OF LIABILITY

8.1 UNDER THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE OR LIABLE TO INDEMNIFIED PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY THE INDEMNIFYING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE INDEMNIFYING PARTY IN THE AGGREGATE BE LIABLE TO INDEMNIFIED PARTY FOR MORE THAN THE AMOUNT CUSTOMER HAVE PAID TO PLACER FOR THE SERVICES IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH INDEMNIFIED PARTY FIRST ASSERT ANY APPLICABLE CLAIM. IN THE EVENT THE INDEMNIFIED PARTY IS THE CUSTOMER, CUSTOMER ACKNOWLEDGE AND AGREE THAT IF CUSTOMER HAVE NOT PAID PLACER DURING SUCH NINETY (90) DAY PERIOD, THEN CUSTOMER SOLE AND

EXCLUSIVE REMEDY FOR ANY DISPUTE WITH PLACER IS TO STOP USING THE SERVICES AND TO CANCEL CUSTOMER ACCOUNT.

8.2 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply. To the extent that either party may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope and duration of such warranty and the extent of Indemnifying Party's and such Indemnifying Party's liability shall be the minimum permitted under such applicable law.

9. EXPORT CONTROL

You may not remove or export from the United States or allow the export or re-export of the Services, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

10. U.S. GOVERNMENT CONTRACTS

As defined in FAR section 2.101, any software related to the Services, and any associated documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11. MISCELLANEOUS

11.1 Placer reserves the right, at its discretion, to change, modify, add or remove portions of the Agreement at any time by posting the amended terms on the Site and will provide you a written notice (the "Placer Amendment Process"). If at any point you do not agree to any portion of the then-current version of the Agreement, or any other policy or rules relating to your use of the Services, you must immediately stop using the Services, and your license to use the Services shall immediately terminate. Besides the Placer Amendment Process, the only other process by which the Agreement between you and Placer may be modified would be by way of an order form for paid Services signed by both you and Placer.

11.2 RESERVED

11.3 The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement.

11.4 The failure of either party to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision, and no waiver by either party of any breach or default by the other party shall be deemed to be a waiver of any preceding or subsequent breach or default.

11.5 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

11.6 The Agreement is not assignable, transferable or sublicensable by you to either party except with Placer's the other party's prior written consent. Placer may transfer and assign any of its rights and obligations under the Agreement without consent, provided however that in such case Placer will notify the Customer ("**Assignment Notice**"), and Customer will be entitled to terminate the Agreement within 30 days of receiving the Assignment Notice and accordingly Placer will remit to Customer the prorated Fee attributable of the balance of the Initial Term.

11.7 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.8 You hereby grant Placer a non-exclusive, worldwide, royalty-free, and sublicensable right to use your user name, company name, and company logo for Placer's promotional purposes during the duration of an active Agreement between you and Placer (such as on our Site, on third-party websites, and in marketing presentations, etc.).

11.9 The Agreement shall be governed by the laws of the State of Illinois without regard to conflict of laws provisions.

Privacy Policy

Last updated: January 1, 2020 (with specific changes for Customer: City of Bloomington, March 2020)

This Privacy Policy describes how Placer Labs, Inc. (“**Placer**” or “**we**”) collects, stores, uses and shares information about users of our Services. Our “**Services**” means (i) the website located at <http://placer.ai> (the “**Site**”), (ii) any services, features, and content downloadable or accessible from the Site (for example, and without limitation, when you log in to your Account via the Site), (iii) the Placer software development kit (the “**SDK**”), and (iv) any other Placer application, software, product, or service licensed, downloaded or otherwise accessed by you, whether through Placer or third party websites or sources.

This Privacy Policy (this “**Privacy Policy**”) is incorporated into and is subject to our Terms of Use at <https://placer.ai/terms-of-service> (the “**Terms of Use**”). By using the Services, you agree to Placer’s collection, storage, use and disclosure of your information as described in this Privacy Policy. If you disagree with anything in this Privacy Policy, please do not use the Services.

1. WHO ARE “YOU”?

We refer to “you” a lot in this Privacy Policy. To better understand what information is most relevant to you, please see the following definitions:

“**Consumers**” means individuals who use mobile apps from which Placer receives or collects information and data in connection with the Services. These mobile apps are developed and operated by third parties that have integrated our SDK.

“**Placer Customers**” means direct users of Placer’s Services. Categories of Placer Customers may include, among others, (i) developers and operators of mobile apps that have integrated our SDK and (ii) users of our data analytics without integrating the SDK. Placer Customers’ may be retail stores, restaurants, brands, researchers, and advertising agencies, just to name a few examples. Users of the Site are also Placer Customers.

Depending on your relationship with us, you may be both a “Consumer” and “Placer Customer”.

2. HOW DOES PLACER WORK?

Placer's technology is deployed, via integration of our SDK, in thousands of mobile apps and millions of devices. Placer's technology collects data, such as geolocation data, which is scrubbed of any personally identifiable information to protect the privacy of Consumers. Using the aggregated and anonymized data, Placer provides data analytics and actionable insights to Placer Customers. Such data analytics and actionable insights may include foot traffic patterns and Consumer preferences, among many other examples.

3. INFORMATION WE COLLECT

3.1 From Consumers

If you are a Consumer, we may collect information such as geolocation and proximity data (if you have enabled your device to share location information), IP address, unique device identifiers for advertising (Google Advertiser ID or IDFA) and/or a pixel identifier, event information about your device (such as crashes, system activity, and hardware settings), system configuration information, time and date information, and dwell time near points of interest, as determined through beacon, Wi-Fi, and other signals per our proprietary systems. Generally, the information we collect is not information that identifies you personally. We receive such data from mobile apps that have integrated our SDK. We rely upon the developer and operator of these mobile apps to enable your connection to our Services to provide or withdraw consent with respect to the collection and use of your information. You may also control your mobile device directly by enabling or disabling the applicable settings, such as your location settings.

3.2 From Placer Customers

If you are a Placer Customer, we may receive (a) information provided by you and (b) information that is automatically collected.

(a) When you use the Services, we may collect information that you provide, including your name, your company name, email address, mailing address, billing and payment information, your preferences, and your customer data, among other things. You may provide us with information in various ways on the Services,

such as when you register for an account, pay for the Services, send us customer service questions or support requests, or when you upload your customer data. (Additional terms and conditions governing your upload of customer data are set forth in the Terms of Use.)

(b) When you use the Services, we may also automatically collect other information about you, such as IP address, browser type, domain names, referring website addresses, access times, web log data, and other event information. Such automatic collection of information may be enabled by cookies, pixels, or other tools. Please refer to the settings for your device, web browser, and operating system for more information on how to disable such tools and control your preferences.

3.3 Note about Personally Identifiable Information

“Personally Identifiable Information”, as the term is used in the United States, or “Personal Data” as referred to for individuals pursuant to the European Directives 95/46/EC and 2002/58/EC (EU General Data Protection Regulations Legislation, also known as GDPR) (hereinafter “**PII**”), is information used or intended to be used to identify a particular individual. We strive to only collect PII if you voluntarily provide it to us or the applicable Placer Customers by your consent, such as information you provide when completing a registration form, information you publicly share over social media, and other information you make available based on your privacy settings on third party apps and services and by your consents.

4. HOW WE USE THE INFORMATION WE COLLECT

First of all, we do not share PII with any third parties, unless explicitly permitted in this Privacy Policy or with your consent. Generally, to provide our Services, we use our proprietary tools to analyze and manipulate the data collected, such as geolocation information, and the data is scrubbed of PII. With respect to device identifiers for advertising, for example, we hash all device identifiers information after collection so as to not retain PII. We then use the aggregated and anonymized information (i.e., non-PII) to provide certain features of the Services, including, without limitation, the following:

- To provide Placer Customers with visibility into Consumer foot-traffic;
- To provide Placer Customers with insight into different venues and places;

- To analyze Consumer preferences; and
- To attribute Consumers' visits to stores or other specific points of interest for advertising campaigns.

In addition, we use the information collected for our business, including, without limitation, the follow:

- To operate, maintain, enhance, and provide all features of the Services;
- To provide support to Placer Customers;
- To understand and analyze the usage trends of Placer Customers;
- To improve the Services, and to develop new products, services, features, and functionality.

If you are a Placer Customer, we may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you, such as updates about our Services.

5. INFORMATION SHARING

We may share non-PII with Placer Customers to provide the Services, as described above.

We may also disclose information (including PII) under the following circumstances:

- To Service Providers. We work with third party service providers to provide application development, hosting, maintenance, and other services for us. We may transfer, and these third parties may have access to or process, information about you as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information.
- To Comply with Laws. We may disclose information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

- To Protect Our Legal Rights. We also reserve the right to disclose information about you that we believe, in good faith, is appropriate or necessary to: (i) take precautions against liability; (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend ourselves against any third party claims or allegations; (iv) protect the security or integrity of the Services and any facilities or equipment used to make the Services available; or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others.
- In Corporate Reorganizations. Information may be disclosed during due diligence or in preparation for or after an acquisition or merger, consolidation, change in control, transfer of substantial assets, financing, reorganization or similar corporate transactions with requirements for the receiving party to maintain the confidentiality of such information, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

6. YOUR CHOICES

You may, of course, decline to share certain information with us, in which case we may not be able to provide to you some of the features and functionality of the Services.

If you wish to access or amend any other PII we hold about you, you may contact us at info@placer.ai. Please note that while any changes you make will be reflected in our databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

If you receive commercial email (e.g., promotions) from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt out from receiving commercial email from us by sending your request to us at info@placer.ai or by writing to us at the address at the end of this Private Policy. Please be aware that it may take up to ten (10) business days for us to process your request, and you

may continue to receive commercial email from us during that period. Additionally, even after opting out from receiving commercial email from us, Placer Customers will continue to receive administrative messages from us regarding the Services.

Under California law, California residents who have an established business relationship with us may choose to opt out of the disclosure of PII about them to third parties for such third parties' direct marketing purposes. Our policy is not to disclose PII collected online to any third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, please email info@placer.ai.

7. THIRD PARTY SERVICES

The Services may be integrated with, or contain features or links to, mobile apps and services provided by third parties. Any information you provide on third party mobile apps and services is provided directly to the operators of such mobile apps and services and is subject to those operators' policies, if any, governing privacy and security. We are not responsible for the content or privacy and security practices and policies of such third parties. We encourage you to learn about third parties' privacy and security policies before providing them with information.

8. DATA SECURITY

We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of information that we collect and maintain. Please be aware that no security measures are perfect or impenetrable. We cannot and do not guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

9. CHILDREN'S PRIVACY

The Services is not directed to children under the age of 13. We do not knowingly collect any information at all from children under the age of 13.

10. INTERNATIONAL TRANSFER

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Economic Area (EEA) or other regions with laws governing data collection and use that may differ from U.S. laws, please note that you are transferring information, including PII, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. and the use and disclosure of information about you, including PII, as described in this Privacy Policy.

12. CHANGES AND UPDATES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. Please revisit this Privacy Policy periodically to stay aware of any changes. If we modify this Privacy Policy, we will make it available through the Services, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address if we have one on file, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Your continued use of the Services after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the latest version of this Privacy Policy.

13. DISPUTE RESOLUTION

This Privacy Policy shall be governed by the laws of the State of Illinois without regard to conflict of laws provisions. Any dispute, claim or controversy arising out of or relating to this Privacy Policy shall be subject to the dispute resolution provisions in our Terms of Use.

14. HOW TO CONTACT US

Please contact us with any questions or comments about this Privacy Policy, information we have collected or otherwise obtained about you, our use and disclosure practices, or your consent choices by email to info@placer.ai or by physical mail to:

Placer Labs, Inc.

200 Park Ave.

Santa Cruz, CA 95062

USA

Information We Collect

The table below sets forth the categories of personal information that we have collected within the last twelve (12) months:

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes (Internet Protocol address and device identifier only)	Yes

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	No	Yes
Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	No	No
Commercial information.	Records of personal property, products or services purchased, obtained, or considered,	No	No

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
	or other purchasing or consuming histories or tendencies.		
Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No	No
Internet or similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	Yes	Yes
Geolocation data.	Physical location or movements.	Yes	No
Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	No	No
Professional or employment-related information.	Current or past job history or performance evaluations.	No	No
Non-public education information (as defined in the Family	Education records directly related to a student maintained by an educational institution or party acting on its behalf,	No	No

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99).	such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.		
Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes	<p>No</p> <p>Categories of Sources from Which Personal Information is Collected</p> <p>We obtain the personal information listed above from the following categories of sources:</p> <ul style="list-style-type: none"> • with respect to Consumers, from mobile apps that have integrated our SDK (as described in Section 3.1 of the Privacy Policy); • with respect to Placer Customers: <ul style="list-style-type: none"> ○ directly from you (as described in Section 3.2(a) of the Privacy Policy, such as, without limitation, when you

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
			<p>register for an account);</p> <p>and</p> <ul style="list-style-type: none"> o automatically when you interact with our Services (as described in Section 3.2(b), such as, without limitation, as enabled by cookies, pixels, or other tools). <p>Business or Commercial Purpose Which Personal Information Will Be Used</p> <p>First of all, we do not share personal information with any third parties, unless explicitly permitted in our Privacy Policy or with your consent.</p> <p>As described in more details in Section 4 of our Privacy Policy:</p> <ul style="list-style-type: none"> • We use the aggregated and anonymized information (i.e., non-personal information) to provide

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
			<p>certain features of the Services, including, without limitation, to provide Placer Customers with visibility into Consumer foot-traffic.</p> <ul style="list-style-type: none"> • In addition, we use the information collected for our business, including, without limitation, to operate, maintain, enhance, and provide the features of the Services. • If you are a Placer Customer, we may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you. <p>Sharing of Personal Information</p> <p>As described in more details in Section 5 of our Privacy Policy, we may share</p>

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
			<p>personal information with third-party service providers, to comply with laws, to protect our legal rights, and in corporate reorganizations. When appropriate, we enter into contracts with third parties that describe the purpose of the disclosure and requires the recipient to keep that personal information confidential.</p> <p>No Sale of Personal Information</p> <p>We do not sell personal information to third parties. As used here, to "sell" means to disclose personal information to third parties for monetary or other valuable consideration, but does not include, for example, the transfer of personal information as an asset that is part of a merger or other disposition of all or any portion of our business.</p> <p>Rights under the CCPA</p> <p><i>Access to Specific Information; Deletion</i></p>

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
			<p>If you are a California resident, you have the right to:</p> <ul style="list-style-type: none"> • Request that we disclose to you the following information covering the 12 months preceding your request: <ul style="list-style-type: none"> ○ the categories of personal information that we have collected about you; ○ the categories of sources from which the personal information was collected; ○ the business or commercial purpose for collecting personal information about you; ○ the categories of third parties to whom we disclosed personal information about you, the categories of personal information that was

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
			<p>disclosed, and the purpose for disclosing the personal information about you (if we have made any such disclosures); and</p> <ul style="list-style-type: none"> ○ the specific pieces of personal information we collected about you; and • Request that we delete personal information we collected from you, unless the CCPA recognizes an exception. <p><i>Exercising Your Rights</i></p> <p>To request access to your personal information or request deletion, please submit a verifiable request through one of the following methods:</p> <ul style="list-style-type: none"> • Email: privacy@placer.ai; or • Toll-free number: +1 (888) 383 3424

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
			<p>Only you or a person authorized to act on your behalf may make a consumer request related to your personal information.</p> <p>You may only request a copy of your data twice within any 12-month period. The request must:</p> <ul style="list-style-type: none"> • Provide sufficient information to allow us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and • Describe your request with sufficient details to allow us to properly understand, evaluate, and respond to it. <p>We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We</p>

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
			<p>will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.</p> <p><i>Response Timing and Format</i></p> <p>Our goal is to respond to a verifiable request within 45 days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. Any disclosures we provide will cover only the 12-month period preceding the request. If applicable, the response we provide will also explain the reasons we cannot comply with the request. We will provide your personal information in a format that is readily useable and should allow you to transmit the information without hindrance.</p> <p>We will not charge a fee to process or respond to your request unless it is excessive or repetitive. If we determine</p>

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
			<p>that the request warrants a fee, we will provide you with the basis for that decision and a cost estimate before completing your request.</p> <p>Non-Discrimination</p> <p>We will not discriminate against you for exercising any of your rights under the CCPA. Unless permitted by the CCPA, we will not, because of your exercise of such rights:</p> <ul style="list-style-type: none"> • Deny you goods or services; • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties; • Provide you a different level or quality of goods or services; or • Suggest that you may receive a different price or rate for goods or

Category	Examples	Collected from Consumers (As “Consumers” is defined in our Privacy Policy)	Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)
			<p>services or a different level or quality of goods or services.</p> <p>Changes to Our Privacy Notice</p> <p>We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website.</p> <p>Contact Information</p> <p>If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please contact us at:</p> <ul style="list-style-type: none"> • Email: privacy@placer.ai; or • Toll-free number: +1 (888) 383 3424

Category	Examples	Collected from Consumers (As "Consumers" is defined in our Privacy Policy)	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)
			<ul style="list-style-type: none"> Mailing address: Placer Labs, Inc., 340 S Lemon Ave, #1277, Walnut, CA 95062, USA

TITLE	City of Bloomington (Mosley)
FILE NAME	Placer Order Form...ith Exhibits.docx
DOCUMENT ID	1693db46a72097fb0014e49763d3371875ca96c1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

04 / 07 / 2020

19:08:51 UTC

Sent for signature to Noam Ben-Zvi (noam@placer.ai) from rod.kav@placer.io
IP: 108.176.155.201



VIEWED

04 / 07 / 2020

19:10:05 UTC

Viewed by Noam Ben-Zvi (noam@placer.ai)
IP: 24.4.231.93



SIGNED

04 / 07 / 2020

19:10:13 UTC

Signed by Noam Ben-Zvi (noam@placer.ai)
IP: 24.4.231.93



COMPLETED

04 / 07 / 2020

19:10:13 UTC

The document has been completed.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 4770

Amount: \$59,467.00

Date: 3/3/2026

Description of item/service:

Placer.ai Venue Analytics Service and Migration Trends Dataset

Justification- Explain why this vendor is the only vendor that can perform this work:

City staff researched multiple vendors of cell phone app sourced location data services. Staff have found that only Placer.ai offers an easy-to-use, interactive, web-based service that can be used by staff with minimal training and no special software to analyze consumer foot traffic to venues in and around the city in real time using data that is just a few days old. Placer.ai has developed an online platform targeted to the retail, commercial, real estate, and hospitality industries which the City of Bloomington is currently subscribed to in order to improve its services to the City's residents and businesses.

The City of Bloomington has had a subscription to Placer.ai since 2019 and staff have established target location reports and built custom polygons in the software to assess the economic health of the City and determine the economic impact of events and businesses. Moving to a new vendor would require reestablishing key areas for analysis and making additional efforts in determining the historic data permits with that new software.

Other location data services reviewed by staff included:

"Orbital Insight Go" Now "Privateer" <https://www.privateer.com/>

"Foursquare Places" <https://foursquare.com/>

Which would either require staff to request each report developed by the vendor's staff, or have a very complex system interface, or provide code data which staff would need specialized software to interpret.

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



(Name and Signature of Department Head)



Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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



Consent Agenda Item No. 8.H.

For City Council: March 23, 2026

Ward Impacted: Ward 8

Subject: Consideration and Action on a Resolution Approving a Three-Party Agreement between the City of Bloomington, CES Farm, LLC, and Central Illinois Regional Airport Authority (CIRA), for the Undeveloped Property South of Ireland Grove Road, Surrounding Abraham Road (PINs: 21-13-200-013, 21-13-200-009, 22-18-100-008, & 22-18-300-007), as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

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

Goal 5. Great Place - Livable, Sustainable City

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

Background: Staff recommend approval of a Development Agreement that will facilitate development of the property south of the intersection of Ireland Grove Road and Abraham Road, by allowing the City to apply for, and manage if received, an Illinois Department of Commerce and Economic Opportunity ("DCEO") Regional Site Readiness Planning grant on behalf of the property owners. The financial cost-share burden would be borne by the property owners themselves.

The approximately 375 acres surrounding the south side of the intersection of Ireland Grove Road and Abraham Road have significant potential for the development of an Industrial Park, supported by a nearby regional airport and an active line of the Norfolk Southern Railroad ("RR"). This project is expected to result in the further preparation of at least two (2) 50+ acre potential of industrial sites in our community. Preliminary planning has been undertaken for the portion of this property to the east of Abraham Road owned by the Central Illinois Regional Airport Authority ("the CIRA Property"). A DCEO MegaSites grant was awarded for the installation of public water and sanitary sewer to serve this and the surrounding area; that work was completed last year, and the property has been annexed to the City of Bloomington. The work to identify which portions of the site(s) are buildable, and how the future transportation network would serve and enhance the area, remains to be done.

The primary focus will be on activities that will result in the preparation of the area east of Abraham Road for industrial use, but there is a possibility that a transportation infrastructure alignment can be identified that could also result in feasible expansion of lighter commercial/industrial uses to the west of Abraham Road, between Hamilton Road extended and the railroad.

Goals of the project proposed for funding include:

- Identify feasible realignment(s) for the portion of Abraham Road north of the existing E-W Ameren transmission line.
- Identify feasible alignment(s) for the extension of Hamilton Road, from the western edge of the Snyder Property to at least Abraham Road, allowing the diversion of commercial traffic off of Ireland Grove Road.
- Identify significant barriers to development on the CIRA Properties east of Abraham Road.
- Gather data for proposed Zoning Map Amendments to Districts that could be considered reasonable, based on the availability or planned expansion of public utilities, infrastructure, site characteristics, and adjacent property conditions.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into a Tri-Party Development Agreement that does not have any direct monetary expense to the City, but does commit staff time and resources to the administration of the grant work. The other parties to the Agreement would each be committed to 1/2 of the matching funds, to a maximum of \$15,000 each, and the donation of right-of-way necessary for future City roads.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING A THREE-PARTY AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, CES FARM, LLC, AND CENTRAL ILLINOIS REGIONAL AIRPORT AUTHORITY (CIRA), FOR THE UNDEVELOPED PROPERTY SOUTH OF IRELAND GROVE ROAD, SURROUNDING ABRAHAM ROAD
(PINS: 21-13-200-013, 21-13-200-009, 22-18-100-008, & 22-18-300-007)**

WHEREAS, the City of Bloomington, Illinois (“City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of the affected taxing districts; and

WHEREAS, CES Farm, LLC, (“SNYDER”) is the legal owner of approximately 122 acres at the southwest corner of Ireland Grove Road and Abraham Road, in the County of McLean, Illinois, which is contiguous to the existing corporate limits of the City, (“SNYDER PROPERTY”); and

WHEREAS, the Central Illinois Regional Airport Authority (“CIRA”) is the legal owner of approximately 253 acres at the southwest corner of Ireland Grove Road and Abraham Road, in the City (“CIRA PROPERTY”); and

WHEREAS, a number of next steps, including survey work, environmental studies, and preliminary planning and engineering have been identified that could make the Project Area more readily developable and marketable, including the identification and dedication of necessary right-of-way for the future roads on the SNYDER PROPERTY and public access for the CIRA PROPERTY (the “PROJECT”); and

WHEREAS, the City is the future beneficiary of any right-of-way dedicated for public roads and/or easements dedicated for public utilities that will result from the PROJECT; and

WHEREAS, the Department of Commercial and Economic Opportunity has issued a Notice of Funding Opportunity (“NOFO”) for a “Regional Site Readiness Program – Planning” grant to support communities and landowners in site readiness planning; and

WHEREAS, the PROJECT fits the goals and objectives of the NOFO, and SNYDER and CIRA are willing to bear the cost of the financial match for associated grant funding; and

WHEREAS, the Mayor and City Council of the City have determined that in order to induce SNYDER and CIRA to proceed with the PROJECT the City is willing to act as the coordinating and administration party for the grant opportunity, pursuant to the terms of a Redevelopment Agreement (“AGREEMENT”) attached hereto as Exhibit A.

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. That the AGREEMENT, attached as Exhibit A, by and between the City, SNYDER and CIRA, is hereby approved, and the City Manager and City Clerk are hereby authorized to execute and deliver said AGREEMENT on behalf of the City.

SECTION 3. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said AGREEMENT.

PASSED this 23rd day of March 2026.

APPROVED this ___ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

THREE-PARTY DEVELOPMENT AGREEMENT

This THREE-PARTY DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the date this Agreement becomes fully executed, by and between CES FARM LLC, an Illinois limited liability company, (“CES”) by its managing member, Steven Snyder, the Central Illinois Regional Airport Authority (“CIRA”), and the City of Bloomington, Illinois, a municipal corporation and body corporate and politic (“City”), each of whom may be herein referred to individually as “Party” and/or collectively as the “Parties.”

RECITALS

WHEREAS, CES is the legal owner of approximately 122 acres located at the southwest corner of Ireland Grove Road and Abraham Road, in the County of McLean, Illinois, which is contiguous to the existing corporate limits of the City, hereinafter referred to as the “Snyder Property”, having the legal description attached hereto as “**Agreement Exhibit A**”; and

WHEREAS, CIRA is the legal owner of approximately 253 acres located at the southwest corner of Ireland Grove Road and Abraham Road, within the corporate limits of the City, hereinafter referred to as the “CIRA Property”, having the legal description attached hereto as “**Agreement Exhibit B**”; and

WHEREAS, the Snyder Property and the CIRA Property collectively constitute the “Project Area,” which is more fully described and depicted in “**Agreement Exhibit C**” and is not currently occupied by any active business; and

WHEREAS, the parties have identified next steps, including survey work, environmental studies, and preliminary planning and engineering, that could make the Project Area more readily developable and marketable (the “Project”); and

WHEREAS, land use and infrastructure considerations indicate that the Project Area could reasonably support the development of a new industrial park, provided that appropriate transportation accommodations can be made; and

WHEREAS, the City will be the future beneficiary of any right-of-way dedicated for public roads and/or easements dedicated for public utilities within the Project Area; and

WHEREAS, CIRA and CES recognize the potential benefit of allowing the City to conduct Project activities on the properties within the Project Area; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”) has issued a Notice of Funding Opportunity (“NOFO”) for a “Regional Site Readiness Program – Planning” grant to support communities and landowners in site readiness planning efforts such as the Project; and

WHEREAS, the Project aligns with the goals and objectives of the NOFO and the City is willing to act as the coordinating and administrative entity for the Project on behalf of all the Parties to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

The Recitals above are hereby acknowledged by the Parties as true and correct, and are incorporated into this Agreement by reference as though fully restated herein.

ARTICLE I – DEFINITIONS

1.1 “Project” means the work of research, surveying, engineering, planning, and associated tasks necessary to identify a preferred alignment for Hamilton Road and Abraham Road that can feasibly meet the City’s engineering specifications for the designated classifications, and preparation of a Dedication Plat for the Right-of-Way necessary for each of the identified road alignments.

1.2 “Project Area” means the area occupied by the Snyder Property and the CIRA Property, as more fully described and depicted in “**Agreement Exhibit C**”

1.3 “Consultant” means any Design Professional, Engineering, Surveying, or other professional firm, selected and hired by the City, that conducts any portion of the scope of work necessary to complete the Project.

1.4 “Right-of-Way,” for the purposes of this Agreement, means a piece of land primarily used for transportation, infrastructure, and utilities, including roadways, power lines, and sidewalks, transferred by full ownership of the underlying real property to a government, transportation company, or conservation non-profit.

ARTICLE II – RESPONSIBILITIES OF CITY

2.1 Grant Administration

The City shall coordinate all information, documentation, and efforts necessary to apply for, and shall serve as the primary applicant for, the Regional Site Readiness Program grant. If grant funding is awarded, the City shall coordinate the Project, including the activities of any Consultants, City departments, and the other Parties. The City shall provide all grant-related administration, including contract management, billing and payment processing (unless otherwise specified in this Agreement), and all required reporting to DCEO or any other granting agency.

2.1.1 Grant Contingency.

If the NOFO grant is not awarded, is awarded at a materially reduced amount, is rescinded, or is materially delayed, the City may suspend Project activities and confer with the Parties to adjust scope. No Party shall be obligated to perform work beyond its express commitments absent a written amendment executed by all Parties. The City may terminate this Agreement under Section 7.3 if funding is not awarded.

2.2 No Cost Obligation.

Except as otherwise expressly provided in this Agreement or as required by applicable grant conditions, the City shall have no financial obligation for any work performed to complete the Project.

2.3 Coordination and Data Support

During the Project, the City shall share available data related to future land use, transportation planning, and underground or above-ground infrastructure within the Project Area, to the extent permitted by applicable privacy laws, security requirements, and public-information regulations. The City shall respond to reasonable data requests from the Parties, or from any Consultant engaged to assist with the Project, within five (5) business days.

2.4 Annexation to the City

The City agrees to accept an annexation petition submitted by CES FARM LLC for the Snyder Property within the Project Area, with an initial zoning classification of "A (Agriculture) District," in accordance with applicable municipal procedures and statutory requirements. Nothing herein obligates the City to approve legislative actions contrary to law or policy; statutory discretion is preserved.

ARTICLE III – RESPONSIBILITIES OF CIRA

3.1 Intent

CIRA hereby expresses its intention to lease portions of the CIRA Property within the Project Area for future industrial development following completion of the Project.

3.2 Financial Responsibility.

Upon completion of the Project, CIRA shall pay the Consultant an amount equal to ten percent (10%) of the total cost of the scope of work necessary to complete the Project, not to exceed Fifteen Thousand Dollars (\$15,000.00). Such payment shall be made within thirty (30) days after receipt of an invoice from the Consultant or the City.

3.3 Permission to Access.

CIRA shall grant the City, and any Consultant or contractor retained by the City to perform any portion of the Project, reasonable access to all areas of the CIRA Property within the Project

Area as necessary to carry out Project-related activities. Such access shall include, but is not limited to, the right to enter upon the property with personnel, vehicles, equipment, and instruments reasonably required to perform surveys, studies, evaluations, and related work.

3.4 Coordination and Data Support

During the Project, CIRA shall provide available data and information relevant to land use, infrastructure, utilities, or other conditions within the Project Area upon request. CIRA shall respond to reasonable data requests from the City or any Consultant within five (5) business days, subject to applicable confidentiality, security, or public-information requirements.

3.5 Commitment to Pursue Industrial Development.

Within one (1) year after completion of the Project, CIRA shall submit to the City an application for a Zoning Map Amendment to rezone at least fifty (50) contiguous acres within the Project Area to either the M-1 (Restricted Manufacturing) District or the M-2 (General Manufacturing) District.

3.6 Future Intent

CIRA agrees to continue collaborating with the City and adjacent property owners to pursue future funding opportunities for the construction of roadways identified through the Project that are located within or immediately adjacent to the CIRA Property. This coordination may include support for grant applications, participation in planning or engineering efforts, and cooperation in establishing necessary right-of-way or easements.

ARTICLE IV – RESPONSIBILITIES OF CES

4.1 Intent

CES is evaluating the feasibility of leasing property within the Project Area for future industrial development following completion of the Project.

4.2 Financial Responsibility.

Upon completion of the scope of work for the Project, CES shall pay an amount equal to ten percent (10%) of the total cost of completing the Project, not to exceed Fifteen Thousand Dollars (\$15,000.00). Such payment shall be made to the Consultant, or to the City on behalf of the Consultant, within thirty (30) days after receipt of an invoice.

4.3 Permission to Access.

CES shall grant the City, and any Consultant or contractor retained by the City to perform work on the Project, reasonable access to all areas of the Snyder Property within the Project Area as necessary to complete Project-related activities. Such access shall include, but is not limited to, the right to enter the property with personnel, vehicles, equipment, and instruments reasonably required to perform surveys, studies, evaluations, or related tasks.

4.4 Coordination and Data Support

During the Project, CES shall provide available data and information relevant to the Snyder Property upon request. CES shall respond to reasonable data requests from the City or any Consultant within five (5) business days, subject to any applicable confidentiality or legal restrictions.

4.5 Annexation to the City

CES shall submit a complete annexation petition (including legal description, map, and ownership affidavit) for the Snyder Property on or before May 1, 2026, and shall cooperate in entering into any pre-annexation agreement reasonably required by the City. CES shall voluntarily annex the Snyder Property into the City on or before July 1, 2026, unless delayed by City processing or statutory requirements beyond CES's control.

4.6 Donation of Right-of-Way

CES shall donate the Right-of-Way areas identified by the Project as necessary for the extension or realignment of Hamilton Road or Abraham Road. Dedication shall be by plat or deed in a form acceptable to the City, with legal descriptions prepared by a licensed Illinois surveyor.

4.6.1 Title; Liens; Taxes.

CES shall convey such Right-of-Way free and clear of monetary liens, claims, or encumbrances (other than standard utility easements), and shall pay all real estate taxes and assessments prorated to the date of conveyance.

4.6.2 Costs; Curatives.

CES shall provide any consents, releases, or title curatives reasonably requested by the City to ensure marketable title.

4.6.3 City Acceptance.

The City's acceptance of the dedicated Right-of-Way shall occur upon City Council approval of the plat or dedication instrument and recordation in the Office of the McLean County Recorder.

4.7 Future Intent

CES agrees to continue collaborating with the City and adjacent property owners to pursue future funding opportunities for the construction of roadways identified by the Project that are located within or adjacent to the Snyder Property. This commitment includes reasonable cooperation in planning activities and support for grant applications or related efforts.

ARTICLE V – ROAD ALIGNMENT RESTRICTIONS AND OBLIGATIONS

5.1 Ireland Grove Road

No portion of the CIRA Property shall receive direct access from Ireland Grove Road for anticipated heavy truck traffic, which shall instead be directed to Hamilton Road or Abraham Road as identified through the Project. Final access provisions are subject to future discussions between CIRA and the City and formal approvals at a future date.

5.2 Tullamore Avenue.

Limited access to portions of the CIRA Property adjacent to the southern terminus of existing Tullamore Avenue may be permitted for passenger-vehicle access only. Such access may be provided through a parking lot, cul-de-sac, or other configuration approved by the City.

5.3 Abraham Road.

The northern segment of Abraham Road, between Ireland Grove Road and the Norfolk Southern Railroad, shall be realigned to the west so that the roadway is located outside the Runway Protection Zone (“RPZ”) associated with CIRA’s southwest runway. Upon completion of the newly constructed alignment, the replaced portion of Abraham Road shall be vacated and converted to a utility easement to preserve existing public infrastructure.

Access to the CIRA Property north of the Norfolk Southern Railroad shall be provided through a four-leg intersection of the realigned Abraham Road and an extended Hamilton Road. The eastern leg of the intersection shall be a private roadway serving the CIRA Property. The intersection shall be located at least three hundred feet (300 ft.) north of the northern boundary of the Norfolk Southern Railroad’s one-hundred-foot (100 ft.) right-of-way. CIRA shall be responsible for construction of the intersection and for one-half (½) of the cost of any required signalization. The Parties shall execute any additional agreements reasonably required to implement cost-sharing for intersection improvements.

5.4 Brokaw Road.

No portion of the CIRA Property or the Snyder Property shall receive access to or from Brokaw Road, which is anticipated to be vacated at a future date.

ARTICLE VI – GENERAL OBLIGATIONS OF THE PARTIES

6.1 Compliance with Codes.

Except as expressly modified herein, all Parties shall comply with all applicable zoning, subdivision, building, and mechanical codes of the City including “A Manual of Practice for the Design of Public Improvements in the City of Bloomington, IL,” as adopted by the City Council on July 25, 2005, and amended from time to time.

6.2 Indemnification.

Each Party shall indemnify, defend, and hold harmless the other Parties and their respective officers, agents, and employees from and against any claims, damages, liabilities, or expenses arising from that Party's acts or omissions in connection with this Agreement, except to the extent caused by the negligence or willful misconduct of the Party seeking indemnification.

6.3 Insurance.

All contractors and subcontractors performing work related to the Project shall maintain insurance coverage as required by applicable sections of the City Code.

6.4 Default and Remedies.

If any Party defaults in its obligations under this Agreement, the non-defaulting Party or Parties shall provide written notice of the default and a thirty (30) day opportunity to cure. If the default remains uncured after the cure period, the non-defaulting Party or Parties may pursue all legal and equitable remedies available under Illinois law.

6.5 Default, Notice, and Remedies.

If a Party does not meet its obligations under this Agreement, that Party is considered in default. The other Parties must give written notice describing what went wrong. The Party in default will have thirty (30) days after receiving the notice to fix the problem. If the issue cannot reasonably be fixed within thirty (30) days, the Party must start fixing it within that time and continue working to complete the fix as soon as reasonably possible, but no later than ninety (90) days after receiving the notice.

If the default is not corrected within the allowed time, the other Parties may use any legal or equitable remedy available, including asking a court for specific performance or an injunction. A Party may also seek immediate court relief without waiting for mediation if necessary to prevent serious harm, protect public safety, preserve property, or prevent the Project from being delayed.

No Party is responsible for indirect, special, or consequential damages, including lost profits, unless the damages result from fraud, intentional misconduct, or a failure to meet indemnification or environmental obligations under this Agreement.

A Party's failure to enforce any part of this Agreement does not waive its right to enforce it later. All remedies in this Agreement are cumulative and may be used together or separately.

6.6 Dispute Resolution; Venue.

The Parties shall first engage in good-faith negotiations, followed by non-binding mediation in McLean County, Illinois, prior to filing suit, unless urgent injunctive relief is required. The Parties consent to exclusive jurisdiction and venue in the state courts located in McLean County, Illinois.

6.7 Force Majeure.

No Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, labor disputes, governmental actions, epidemics, or supply-chain disruptions, provided the affected Party gives prompt written notice and uses commercially reasonable efforts to mitigate.

6.8 Authority to Sign.

Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to do so and that this Agreement constitutes a valid and binding obligation of such Party.

ARTICLE VII – TERM, AMENDMENT AND TERMINATION

7.1 Term.

This Agreement shall remain in effect until all obligations have been fulfilled, and all improvements accepted by the City.

7.2 Amendment and Termination.

The Agreement may be amended or terminated only by written instrument executed by all Parties.

ARTICLE VIII – MISCELLANEOUS

8.1 Governing Law.

This Agreement shall be governed by the laws of the State of Illinois.

8.2 Notices.

Notices shall be in writing and deemed given upon receipt when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to:

- CES: CES FARM LLC
202 N CENTER ST
Bloomington, IL, 61701-3970
- CIRA: Carl Olson
234 E. Front St.
Bloomington, Il 61701
- City: 115 E. Washington Street, St. 201
Attn: Development Services
Bloomington, IL 617401

Courtesy copies may be sent by email but do not constitute notice unless acknowledged in writing by the receiving Party.

8.3 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements or understandings.

8.4 Running with the Land; Recording; Priority.

The covenants in this Agreement are intended to run with the land and shall bind and benefit the Parties and their respective successors and assigns. This Agreement may be recorded in the Office of the McLean County Recorder. Each Party shall execute any reasonable subordination or non-disturbance instruments to ensure this Agreement's priority and enforceability against successors-in-interest.

8.5 Binding Effect.

This Agreement shall run with the land and bind the Parties, their heirs, successors, and assigns, as well as the City's corporate successors.

8.6 Severability, Counterparts, and Recording.

If any provision is held invalid, the remainder shall remain in force. This Agreement may be executed in counterparts and recorded in the Office of the McLean County Recorder.

8.7 Successors and Assigns.

This Agreement shall bind and benefit the Parties and their successors and assigns.

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

CES FARM LLC

By: _____
Stephen Snyder, Manager

Date: _____

**CENTRAL ILLINOIS REGIONAL
AIRPORT AUTHORITY**

By: _____
Carl Olson, Executive Director

Date: _____

CITY OF BLOOMINGTON

By: _____
Jeff Jurgens, City Manager

Date: _____

ATTEST

By: _____
Leslie Smith-Yocum, City Clerk

Date: _____

LIST OF EXHIBITS

- A – Legal Description of Snyder Property
- B – Legal Description of CIRA Property
- C – Project Area

AGREEMENT EXHIBIT A

SNYDER PROPERTY LEGAL DESCRIPTION

PIN 21-13-200-013:

SEC 13-23-2E BEG NW COR NE: E1343.59', S2696.15', W1385.02', N2715.2' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD) & (EX RR ROW) & (EX BEG NE COR BROOKRIDGE ESTATES SUB: S1387.19', SE1088.41', N1454.35', W79.66', SW100.5', W225.06', NW75.66', NW100.13', W350', SW137.07' TO POB)

PIN 21-13-200-009:

SEC 13-23-2E BEG NE COR NE: W1374.33', S2687.45', SE50.75', E1288.11', N2678.3' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD)

AGREEMENT EXHIBIT B

CIRA PROPERTY LEGAL DESCRIPTION

PIN 22-18-100-008:

LOT 2 AND THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE RIGHT-OF-WAY OF THE L E & W. RAILROAD COMPANY, ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO BLOOMINGTON-NORMAL AIRPORT AUTHORITY OF MCLEAN COUNTY IN WARRANTY DEED RECORDED APRIL 20, 1993 AS DOCUMENT NUMBER 93-9655, MCLEAN COUNTY, ILLINOIS.

ALSO:

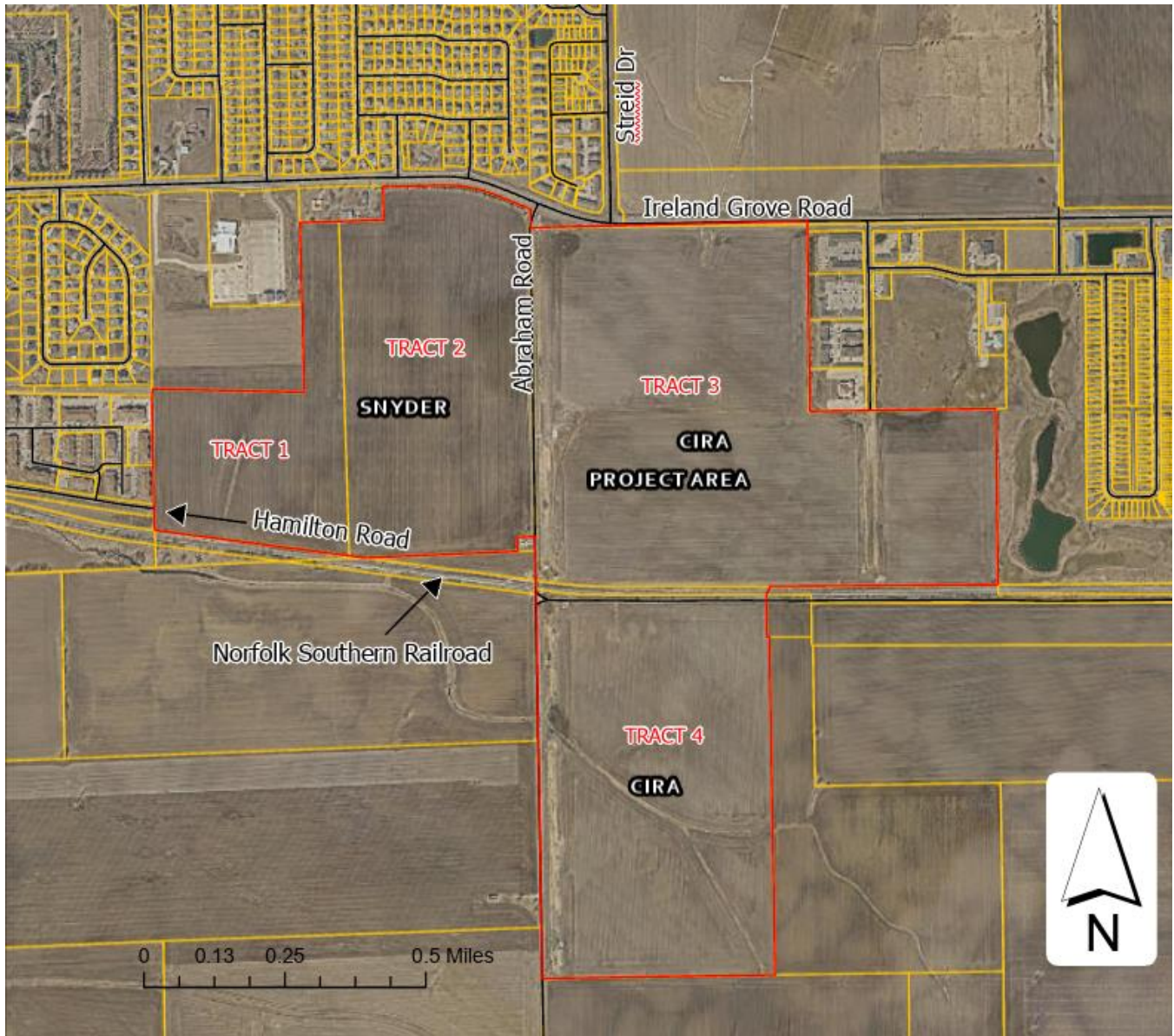
ALL THAT PORTION OF LOT 2 AND THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD AND ALSO, EXCEPTING THEREFROM THAT PART CONVEYED TO THE BLOOMINGTON-NORMAL AIRPORT AUTHORITY OF MCLEAN COUNTY IN WARRANTY DEED RECORDED APRIL 20, 1993 AS DOCUMENT NO. 93-9655 IN MCLEAN COUNTY, ILLINOIS, LYING SOUTH OF AND ADJACENT TO A LINE WHICH IS 150 FEET NORMALLY DISTANCE NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID RAILROAD.

PIN 22-18-300-007:

THE WEST 100 ACRES OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

AGREEMENT EXHIBIT C

PROJECT AREA MAP



Subject PINs

Tract 1: 21-13-200-013

Tract 2: 21-13-200-009

Tract 3: 22-18-100-008

Tract 4: 22-18-300-007



Consent Agenda Item No. 8.I.

For City Council: March 23, 2026

Ward Impacted: Ward 1

Subject: Consideration and Action on an Ordinance Approving a Real Estate Purchase by the City, for the Property Commonly Known as 808 East Lincoln Street, in Preparation for the Multi-Phase East Street Detention Basin and Sewer project, in the Amount of \$42,000 (PIN: 21-09-284-006), as requested by the Engineering Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities to Grow the Local Economy

Objective 2c. Functional, well maintained sewer collection system

Background: If approved, the City will move forward with purchasing the parcel located at 808 East Lincoln Street (PIN: 21-09-284-006). The real estate purchase is necessary for the multi-phase East Street Detention Basin and Sewer project. The City plans to construct Phase 5 in Fiscal Year 2028. The project includes upsizing pipes connecting the Baker-Ash Basin and the ditch along the west side of the basin, which would replace the existing basin outfall pipes. These improvements will send more water from the ditch into the basin during peak flow conditions and lower flow into the Big 4 Valley Relief sewer.

A licensed Real Estate Appraiser completed an appraisal of the property on December 17, 2025. The Opinion of Value, using the sales comparison approach, was determined to be \$2.65 per square foot ("SF") or approximately \$40,000. The square foot cost range of the comparables identified in the appraisal report was \$2.25 per SF to \$3.00 per SF. City staff presented the appraisal findings to the seller and received a counteroffer of \$2.75 per SF or \$42,000. City staff reviewed the counteroffer and determined the purchase serves the best interest of the City and the public. The terms of the seller's January 26, 2026, counteroffer are considered fair and reasonable.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will move forward with purchasing 808 East Lincoln Street, in the amount of \$42,000 (PIN 21-09-284-006). This expense will be split evenly at \$21,000 each between the Sanitary Sewer Fund-Land account (51101100-72510) and the Storm Water Fund-Land account (53103100-72510). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 154, 160, 229, 230, 311, 316, 317, 319, 324, and 325.

Attachments:

1. Ordinance
2. Ordinance - Exhibit C - Purchase Agreement

3. Ordinance - Exhibit D - Appraisal Report

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE BY THE CITY, FOR THE PROPERTY COMMONLY KNOWN AS 808 EAST LINCOLN STREET, IN PREPARATION FOR THE MULTI-PHASE EAST STREET DETENTION BASIN AND SEWER PROJECT, IN THE AMOUNT OF \$42,000 (PIN: 21-09-284-006)

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

WHEREAS, the City must acquire the parcel located at 808 East Lincoln Street (PIN: 21-09-284-006), legally described in Exhibit A and depicted in Exhibit B, to secure the land necessary for future infrastructure improvements associated with the East Street Detention Basin and Sewer Improvement project, and the terms for such acquisition are set forth in the Purchase Agreement (Exhibit C); and

WHEREAS, an appraisal of the property was completed by a licensed Real Estate Appraiser on December 17, 2025, and the Opinion of Value, using the sales comparison approach, was determined to be \$2.65 per square foot, or \$40,000 rounded, with comparable properties ranging from \$2.25 to \$3.00 per square foot, as documented in the Appraisal Report (Exhibit D); and

WHEREAS, City staff presented the appraisal findings to the property owner, who submitted a counteroffer on January 26, 2026, in the amount of \$2.75 per square foot, or \$42,000; and

WHEREAS, City staff reviewed the counteroffer and determined that the terms are fair and reasonable and that the purchase is in the best interest of the City and the public; and

WHEREAS, the acquisition is necessary for completion of Phase 5 of the East Street Detention Basin and Sewer Improvement project, which is proposed to be constructed in Fiscal Year 2028 and includes upsizing pipes connecting the Baker-Ash Basin and the adjacent ditch, replacing existing basin outfall pipes, and improving capacity to reduce peak flow into the Big 4 Valley Relief sewer; and

WHEREAS, the City Council finds it in the best interest of the City to approve this Purchase.

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

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

SECTION 2. That the Purchase Agreement described in Exhibit C is hereby approved.

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

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

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

SECTION 6. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOT 12 AND 13 IN BLOCK 4 IN GEORGE W. PARKE'S ADDITION TO THE CITY
OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-09-284-006

EXHIBIT B

Site Plan



EXHIBIT C

PURCHASE AGREEMENT
808 East Lincoln Street
PIN No. 21-09-284-006

Sellers: Charles Smock and Ray Smock, as tenants in common

Buyer(s): City of Bloomington, Illinois
115 East Washington Street
Bloomington, Illinois 61701

Seller agrees to sell and Buyer agrees to purchase the property commonly referred to as 808 East Lincoln Street, Bloomington, McLean County, Illinois, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"), for the sum of Forty-Two Thousand Dollars (\$42,000.00). The effective date of this Agreement shall be when it has been signed by an authorized representative of each party.

CONDITIONS OF AGREEMENT

1. **Payment of Purchase Price:** Upon the effective date of this Agreement, Buyer shall pay the sum of three percent (3%) of the gross purchase amount (\$1,260.00) as earnest money. Said earnest money shall be immediately returned to Buyer if this transaction is unable to close within sixty (60) days of the date of this Agreement due to no fault of Seller. The balance of the purchase price shall be payable at the time of Closing, in the form of a check or certified funds, upon tender to Buyer of a good and sufficient Warranty Deed to the above-referenced real estate.
2. **Closing and Possession:** Except upon agreement of all parties, the sale shall be closed within sixty (60) days of the date of this Agreement and possession transferred on the said date. The property shall be in substantially the same condition as on the date of this Agreement, normal wear and tear excepted.
3. **Items Included in Sale:** Unless otherwise stated herein, no personal property is included in the sale. Buyer acknowledges that the Property is vacant land and that a small shed is presently located on the Property. Buyer has no use for the shed. Seller may remove the shed at any time prior to Closing, and Seller shall have no obligation to repair, replace, or restore the Property as a result of such removal. In the event the shed is not removed prior to Closing, seller may dispose of it. The Property is conveyed **AS IS**, and Buyer acknowledges that no repairs, replacements, or credits for repairs are contemplated or required under this Agreement
4. **Real Estate Taxes:** Buyer shall be responsible for the 2025 real estate taxes and all special assessments, if any, for PIN 21-09-284-006.
5. **Closing Costs:** Buyer shall pay all customary closing costs, including but not limited to closing fees and recording fees for the deed. Seller shall pay for the owner's title insurance policy as provided in Section 7 and any costs required to clear title.

6. **Title:** Seller will cause fee simple title to the Property to be conveyed to Buyer by Warranty Deed and shall deliver possession to buyer upon payment being made as herein provided.
7. **Title Insurance:** Seller shall, at Seller's expense and not less than 14 days prior to Closing, furnish to the Buyer as evidence of title an owner's policy from a title insurance company duly authorized to do business in Illinois, in the amount of the purchase price, containing only standard exceptions printed thereon. If the title commitment discloses defects in title other than the customary exceptions in such policies, then Seller shall have until the date of Closing to correct such defects. Seller shall pay any costs required to clear title whether said costs are incurred prior or after this Agreement. Seller shall also indemnify Buyer from any costs incurred by Buyer in curing any defects in title found to exist after Closing.
8. **Risk of Loss:** Risk of loss or damage to the property by fire or other casualty prior to Closing is assumed by Seller.
9. **Performance:** If either party defaults in the performance of this agreement, time being of the essence, then: (a) if Buyer defaults, Seller may terminate this agreement and recover possession of the premises including any improvements made by Buyer and retain the earnest money, if any, as liquidated damages, or, at Seller's option, pursue any other nonmonetary remedy available, including declaring the balance due and payable and suing for specific performance of this agreement; or (b) if Seller defaults, Buyer may terminate this agreement and receive a refund of the earnest money, if any, or, at Buyer's option, proceed with a suit for specific performance of this agreement. The prevailing party shall be entitled to recover costs and reasonable attorney's fees incurred enforcing this agreement.
10. **Inspections:** Buyer acknowledges having had a sufficient opportunity to inspect the property and agrees to accept the property "as is" and in its present condition on the date of this agreement with no warranties as to the condition of the property by Seller or Seller's agent. Buyer waives the opportunity for inspections not expressly provided in this agreement unless a Buyer's Inspection Addendum is executed by Buyer and Seller and made a part of this agreement.
11. **Representations and Warranties of Seller:** Seller represents and warrants to Buyer that, as of the date of this Agreement and the date of the Closing:
 - a. Seller owns fee simple title to the Property;
 - b. The persons executing this Agreement on behalf of Seller, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill Seller's obligations hereunder, have full authority to bind Seller to such obligations and to so act on behalf of Seller;
 - c. There are no persons in possession of, or having a right to possession of, any part of the Property other than Seller;

- d. Seller has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- e. Seller has not and will not enter into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Property other than this Agreement.
- f. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a party or to which Seller is bound, and will not violate any restriction, court order, or agreement to which Seller is subject;
- g. Seller has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and Seller has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, Seller has no knowledge of any prior or present release or threatened release, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Pub.L. No. 96-510, 94 Stat. 2767, at or in the vicinity of the Exchanged Property of any hazardous substance (as defined under applicable environmental laws) or petroleum;
- h. Seller has not received any notices from any governmental authority with respect to the Property that have not been corrected.

12. Representations and Warranties of City. The Buyer represents and warrants to Seller that, as of the date of this Agreement and the date of the Closing:

- a. The persons executing this Agreement on behalf of the Buyer, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Buyer's obligations hereunder, have full authority to bind the Buyer to such obligations and to so act on behalf of the Buyer;
- b. The Buyer has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- c. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Buyer, will not result in a breach or default under any agreement to which the Buyer is a party or to which the Buyer is bound, and will not violate any restriction, court order, or agreement to which the Buyer is subject.

13. **Accuracy of Representations as of Closing; Survival.** As a condition to the Closing for the benefit of each party, the representations, and warranties of each party in Sections 9 and 10 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other if either party has actual knowledge that a representation or warranty of that party set forth in Section 9 or 10 is not true and correct. The representations and warranties in Sections 9 and 10 of this Agreement will survive the Closing.

14. General Provisions

- a. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by facsimile. Facsimile notices will be deemed delivered on the date of facsimile transmission to the applicable facsimile number, provided that such transmission is followed by delivery of actual notice in the manner described in either (1), (2), or (3) above within three business days thereafter at the appropriate address set forth below.

Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (1) actual receipt, (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (3) three business days after deposit in the U.S. mail, as evidenced by a return receipt.

By complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications must be addressed to, and delivered at, the following addresses:

City of Bloomington
c/o City Manager
115 E. Washington Street, Suite 402
Bloomington, Illinois 61701
cc: Corporation Counsel

Charles Smock & Ray Smock

- b. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
- c. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflict of laws rules of, the State of Illinois.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the exchange of properties between the City and Seller and the other matters stated in this Agreement, and this Agreement supersedes every prior

agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

- e. Incorporation of Exhibits. Exhibit A attached to this Agreement is incorporated into and made a part of this Agreement by this reference.
- f. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- g. Calendar Days and Time. Any reference herein to a "day" or to "days" means a calendar day or days and not a business day or days.
- h. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

ACCEPTANCE

SELLER:



Date: 9 MAR 2026

Charles Smock and



Date: 3 March 2026

Ray Smock,
as tenants in common

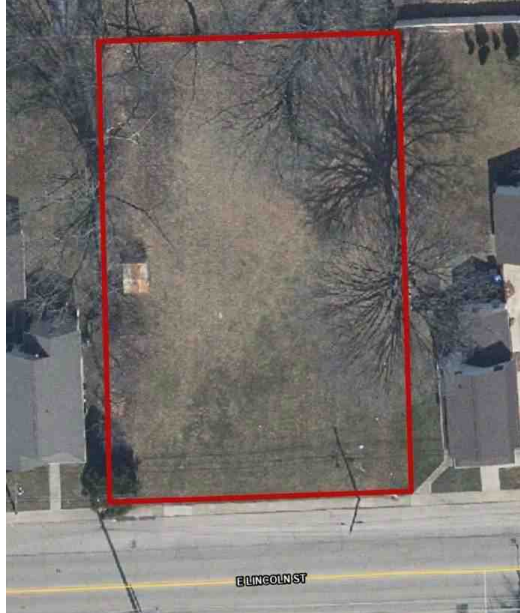
BUYER:

Date: _____

City of Bloomington, Illinois
An Authorized Signatory

EXHIBIT D

APPRAISAL OF REAL PROPERTY



LOCATED AT

808 E Lincoln St
Bloomington, IL 61701
Lots 12 and 13 in Block 4 in George W. Parke's Addition to the City of Bloomington, in McLean County, Illinois.

FOR

City of Bloomington
PO Box 3157
Bloomington, IL 61702

OPINION OF VALUE

\$40,000

AS OF

December 17, 2025

BY

Tim J. Nord
Nord Appraisal Services LLC
2510 W Washington St
Bloomington, IL 61705
(309) 846-8711
tnord@nordappraisalservices.com
<http://nordappraisalservices.com/>

Client	City of Bloomington	File No.	25CityofBloomington262
Property Address	808 E Lincoln St		
City	Bloomington	County	McLean
		State	IL
		Zip Code	61701
Appraiser	Tim J. Nord		

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LAND APPRAISAL REPORT

File No.: 25CityofBloomington262

SUBJECT	Property Address: 808 E Lincoln St		City: Bloomington		State: IL Zip Code: 61701																																																																																															
	County: McLean		Legal Description: Lots 12 and 13 in Block 4 in George W. Parke's Addition to the City of Bloomington, in McLean County, Illinois.																																																																																																	
	Assessor's Parcel #: 21-09-284-006		Tax Year: 2024		R.E. Taxes: \$ 1,219.76 Special Assessments: \$ 0																																																																																															
ASSIGNMENT	Market Area Name: George W. Parke's Addition		Map Reference: 14010		Census Tract: 0059.00																																																																																															
	Current Owner of Record: Charles A. Smock		Borrower (if applicable):																																																																																																	
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)		HOA: \$ <input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																																	
MARKET AREA DESCRIPTION	Are there any existing improvements to the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input checked="" type="checkbox"/> Not habitable																																																																																																			
	If Yes, give a brief description: There is a small metal shed on the west side of the parcel which holds no additional contributory value.																																																																																																			
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																																			
MARKET AREA DESCRIPTION	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																																			
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																																			
	Intended Use: Valuation of vacant land real estate.																																																																																																			
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): The client, City of Bloomington.																																																																																																			
	Client: City of Bloomington		Address: PO Box 3157, Bloomington, IL 61702																																																																																																	
	Appraiser: Tim J. Nord		Address: 2510 W Washington St, Bloomington, IL 61705																																																																																																	
MARKET AREA DESCRIPTION	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">Characteristics</th> <th colspan="3">Predominant Occupancy</th> <th colspan="2">One-Unit Housing</th> <th colspan="2">Present Land Use</th> <th colspan="2">Change in Land Use</th> </tr> <tr> <td>Location:</td> <td><input checked="" type="checkbox"/> Urban</td> <td><input type="checkbox"/> Suburban</td> <td><input type="checkbox"/> Rural</td> <td><input checked="" type="checkbox"/> Owner</td> <td><input type="checkbox"/> Tenant</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>60 %</td> <td><input checked="" type="checkbox"/> Not Likely</td> <td><input type="checkbox"/> In Process *</td> </tr> <tr> <td>Built up:</td> <td><input checked="" type="checkbox"/> Over 75%</td> <td><input type="checkbox"/> 25-75%</td> <td><input type="checkbox"/> Under 25%</td> <td><input type="checkbox"/> Vacant (0-5%)</td> <td><input type="checkbox"/> Vacant (>5%)</td> <td>\$ (000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>%</td> <td><input type="checkbox"/> Likely *</td> <td></td> </tr> <tr> <td>Growth rate:</td> <td><input type="checkbox"/> Rapid</td> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Slow</td> <td></td> <td></td> <td>15</td> <td>Low</td> <td>20</td> <td></td> <td colspan="2">* To:</td> </tr> <tr> <td>Property values:</td> <td><input checked="" type="checkbox"/> Increasing</td> <td><input type="checkbox"/> Stable</td> <td><input type="checkbox"/> Declining</td> <td></td> <td></td> <td>220</td> <td>High</td> <td>125</td> <td>Comm'l</td> <td>25 %</td> <td></td> </tr> <tr> <td>Demand/supply:</td> <td><input checked="" type="checkbox"/> Shortage</td> <td><input type="checkbox"/> In Balance</td> <td><input type="checkbox"/> Over Supply</td> <td></td> <td></td> <td>100</td> <td>Pred</td> <td>65</td> <td>Public-Cmtry</td> <td>15 %</td> <td></td> </tr> <tr> <td>Marketing time:</td> <td><input checked="" type="checkbox"/> Under 3 Mos.</td> <td><input type="checkbox"/> 3-6 Mos.</td> <td><input type="checkbox"/> Over 6 Mos.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						Characteristics			Predominant Occupancy			One-Unit Housing		Present Land Use		Change in Land Use		Location:	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	PRICE	AGE	One-Unit	60 %	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> In Process *	Built up:	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Vacant (>5%)	\$ (000)	(yrs)	2-4 Unit	%	<input type="checkbox"/> Likely *		Growth rate:	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow			15	Low	20		* To:		Property values:	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining			220	High	125	Comm'l	25 %		Demand/supply:	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply			100	Pred	65	Public-Cmtry	15 %		Marketing time:	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.																		
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Market Area Comments: The Market Area Boundaries are Oakland Avenue to the north, Hannah Street/Morrissey Drive/US Highway 150 to the east, Lafayette Street to the south, and railroad tracks/ Evergreen Cemetery to the west. The subject's market area is stable, competes effectively with similar market areas in Bloomington-Normal, and has average market appeal/demand. The subject conforms to the general area. The subject is surrounded by single-family and mixed-residential areas, and commercial businesses to the west, south and east. Bloomington is home to State Farm Insurance Companies, Illinois Wesleyan University, and OSF St. Joseph Medical Center, with a population of 79,367 as of 2024. Normal is home to Illinois State University and its nearly 28,000 full time students, as well as Rivian Automotive, Heartland Community College, and Carle BroMenn Medical Center. Normal's population as of 2024 was 53,495. Interest rates have leveled off and slightly dropped after a period of trending upward, with interest rates currently between 5.75% to 6.5%. There are many local and national banks competing in this market area. With a limited supply of homes on the market we have been in sellers' market with most homes getting offers in the first few weeks of being listed.																																																																																																				
SITE DESCRIPTION	Dimensions: 100' x 153'		Site Area: 15,300 Sq.Ft.																																																																																																	
	Zoning Classification: R-1C		Description: Single-Family Residence District - See attached addenda.																																																																																																	
	Do present improvements comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No Improvements																																																																																																			
Uses allowed under current zoning: Apiary/Bee Keeping, Agency Supervised Homes, Agency-Operated Family Homes, Dwelling Unit, Single-Family, Minor Public or Private Utility Facility, Government Services and Facilities, Parks and Recreation Facilities, Police Stations, Fire Stations, Private Solar Energy Conversion Facilities, and Urban Garden.																																																																																																				
Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent (if applicable) \$ /																																																																																																				
Comments: Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) The highest and best legal, physical and financial use as vacant or improved is for single-family residential dwelling use.																																																																																																				
Actual Use as of Effective Date: Single Family Residential Use Use as appraised in this report: Single Family Residential Use																																																																																																				
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Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)																																																																																																				
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA Map # 17113C0503E FEMA Map Date 07/16/2008																																																																																																				
Site Comments: The subject is a larger inside lot of nearly double the typical size for the neighborhood with mostly grass and a few mature trees lining the property. No adverse easements, encroachments, and special assessments uses were noted. The appraiser is not an environmental inspector. The appraisal does not guarantee that the property is free of defects or environmental problems.																																																																																																				

LAND APPRAISAL REPORT

File No.: 25CityofBloomington262

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Public Records

TRANSFER HISTORY

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:	The subject property has no history of sales or transfers within the last three years of the appraisal date to comment on, according to the County Assessor's Office. The comparable sales have no history of sales within the year prior to the comparable sale date.
Date: 06/01/2014		
Price: \$20,000		
Source(s): Public Records		
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	808 E Lincoln St Bloomington, IL 61701	710 E Jackson St Bloomington, IL 61701	1306 W Miller St Bloomington, IL 61701	506 S Gridley St Bloomington, IL 61701
Proximity to Subject		0.60 miles N	1.51 miles W	0.66 miles NW
Sale Price	\$ N/A	\$ 17,000	\$ 21,500	\$ 11,000
Price/ Sq.Ft.		\$ 2.58	\$ 1.84	\$ 2.17
Data Source(s)	Public Records	Public Records	Public Records	Public Records
Verification Source(s)	Site Visit	Pub Recs/Tax ID 21-04-481-008	Pub Recs/Tax ID 21-08-179-002	Pub Recs/Tax ID 21-04-460-003
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
		+(-) \$ Adjust	+(-) \$ Adjust	+(-) \$ Adjust
Sales or Financing	N/A	Unknown	Unknown	Unknown
Concessions	N/A	None Known	None Known	None Known
Date of Sale/Time	N/A	9/26/2025	9/16/2025	1/20/2025
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Residential	Res/Busy Street	Residential	Res/Commercial
Site Area (in Sq.Ft.)	15,300	6,600	11,700	5,070
		+1,700	+1,700	+2,200
Outbuilding(s)	Small Metal Shed	None	None	None
		0	0	0
Adjusted Sale Price/SF		\$3.09/SF	\$1.84/SF	\$2.82/SF
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 3,400	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 3,300
Adjusted Sale Price (in \$)		\$ 20,400	\$ 21,500	\$ 14,300

Summary of Sales Comparison Approach The subject lot compares well to all six comparables. The six comparables are all vacant lots in the subject's market area. Comparable #1 is located on a busy street, and Comparable #3 is located adjacent to a commercial business and location adjustments of 10% were made. The subject lot is almost double the size of the other comparables except Comparable #2 which is farther away from the subject, but has a similar lot size. Adjustments were made for the smaller lots as the size of any building will be limited due to the smaller lot size. A larger lot size adjustment was made to Comparable #3 due to being only 5,070 sf which is too small for meeting the standards of most typical home sizes built today as well as current setbacks.

The range of the comparables is \$2.25/SF to \$3.00/SF after the highest and lowest comparables were removed from the range. The as-is current market value of the subject has been determined to be \$2.65/SF or \$40,000 Rounded.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 40,000

Final Reconciliation The range of the comparables is \$2.25/SF to \$3.00/SF after the highest and lowest comparables were removed from the range. The as-is current market value of the subject has been determined to be \$2.65/SF or \$40,000 Rounded.

This appraisal is made "as is", or subject to the following conditions: As-Is Basis

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:

\$ 40,000, as of: 12/17/2025, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 23 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: Scope of Work

- Limiting cond./Certifications Narrative Addendum Location Map(s) Flood Addendum Additional Sales
 Photo Addenda Parcel Map Hypothetical Conditions Extraordinary Assumptions

SIGNATURES

Client Contact: Amy Overton

Client Name: City of Bloomington

E-Mail: aoverton@cityblm.org

Address: PO Box 3157, Bloomington, IL 61702

APPRAISER

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)



Appraiser Name: Tim J. Nord

Supervisory or Co-Appraiser Name:

Company: Nord Appraisal Services LLC

Company:

Phone: (309) 846-8711

Phone:

Fax:

Fax:

E-Mail: tnord@nordappraisalservices.com

E-Mail:

Date of Report (Signature): 12/23/2025

Date of Report (Signature):

License or Certification #: 553.002806

License or Certification #:

State: IL

State:

Designation: Certified General Real Estate Appraiser

Designation:

Expiration Date of License or Certification: 09/30/2027

Expiration Date of License or Certification:

Inspection of Subject: Did Inspect Did Not Inspect (Desktop)

Inspection of Subject: Did Inspect Did Not Inspect

Date of Inspection: 12/17/2025

Date of Inspection:



Assumptions, Limiting Conditions & Scope of Work

File No.: 25CityofBloomington262

Property Address: 808 E Lincoln St	City: Bloomington	State: IL	Zip Code: 61701
Client: City of Bloomington	Address: PO Box 3157, Bloomington, IL 61702		
Appraiser: Tim J. Nord	Address: 2510 W Washington St, Bloomington, IL 61705		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

File No.: 25CityofBloomington262

Property Address: 808 E Lincoln St	City: Bloomington	State: IL	Zip Code: 61701
Client: City of Bloomington	Address: PO Box 3157, Bloomington, IL 61702		
Appraiser: Tim J. Nord	Address: 2510 W Washington St, Bloomington, IL 61705		

APPRAISER'S CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Amy Overton	Client Name: City of Bloomington
E-Mail: aoverton@cityblm.org	Address: PO Box 3157, Bloomington, IL 61702
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: Tim J. Nord	Supervisory or Co-Appraiser Name: _____
Company: Nord Appraisal Services LLC	Company: _____
Phone: (309) 846-8711 Fax: _____	Phone: _____ Fax: _____
E-Mail: tnord@nordappraisalservices.com	E-Mail: _____
Date Report Signed: 12/23/2025	Date Report Signed: _____
License or Certification #: 553.002806 State: IL	License or Certification #: _____ State: _____
Designation: Certified General Real Estate Appraiser	Designation: _____
Expiration Date of License or Certification: 09/30/2027	Expiration Date of License or Certification: _____
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect
Date of Inspection: 12/17/2025	Date of Inspection: _____

SIGNATURES



Supplemental Addendum

File No. 25CityofBloomington262

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						

Intended Use/User:

The intended user is solely the client, City of Bloomington. The appraiser has not identified any other purchaser, borrower, seller, or any other undisclosed party as an intended user of this appraisal, and no such party should use this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. Any reference to or use of this appraisal report by a purchaser, borrower, or seller for their own purposes, including without limitation for the purposes of a property purchase decision or an appraisal contingency in a purchase agreement, is at such party's own risk and is not intended or authorized by the appraiser.

GP Land: Site Description - Zoning Description:

The R-1C Single-Family Residence District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately 8 dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City of Bloomington where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization.

Lot Sizes within the R-1C Single-Family Residence District will be a minimum width of 50 feet and a minimum lot area of 5,400 square feet. The maximum height allowed is 35 feet or 2.5 stories whichever is less.

The R-1C Single-Family Residence District Permitted uses are: Apiary/Bee Keeping, Agency Supervised Homes, Agency-Operated Family Homes, Dwelling Unit, Single-Family, Minor Public or Private Utility Facility, Government Services and Facilities, Parks and Recreation Facilities, Police Stations, Fire Stations, Private Solar Energy Conversion Facilities, and Urban Garden.

Special Uses: Chicken Keeping, Dwelling Unit, Two-Family, Group Homes for Parolees, Pre-schools, Place of Worship, Cemetery and Columbarium, Country Clubs, Golf Clubs, Golf Courses, Community Swimming Pools, Day Care Centers, and Wireless Communication Facilities.

Bloomington Zoning Ordinance information has been obtained from the City of Bloomington website, <https://www.cityblm.org>.

Note Regarding Comparable Photographs:

Whenever possible, the appraiser includes photographs taken on the date of the exterior inspection of the comparable sale properties. At times, it is not possible or prudent to include the appraiser's recent inspection photo of a comparable sale in certain situations. For example, when there is a person or persons outside the property who have not consented for their photograph to be included in this appraisal report. In these situations, a photograph of the comparable property was used from the MLS (Multiples Listing Service) or peer in its place. See individual Comparable Photos pages for further details.

ANSI Measuring Standards:

Appraiser has measured the subject property under ANSI methodology. Appraiser cannot warrant that comparables' reported sizes were measured under the same method. Comparable sizes have been taken from local MLS as well as the county assessor office. If deemed appropriate, further explanation of livable area has been made in the comparable sales comments.

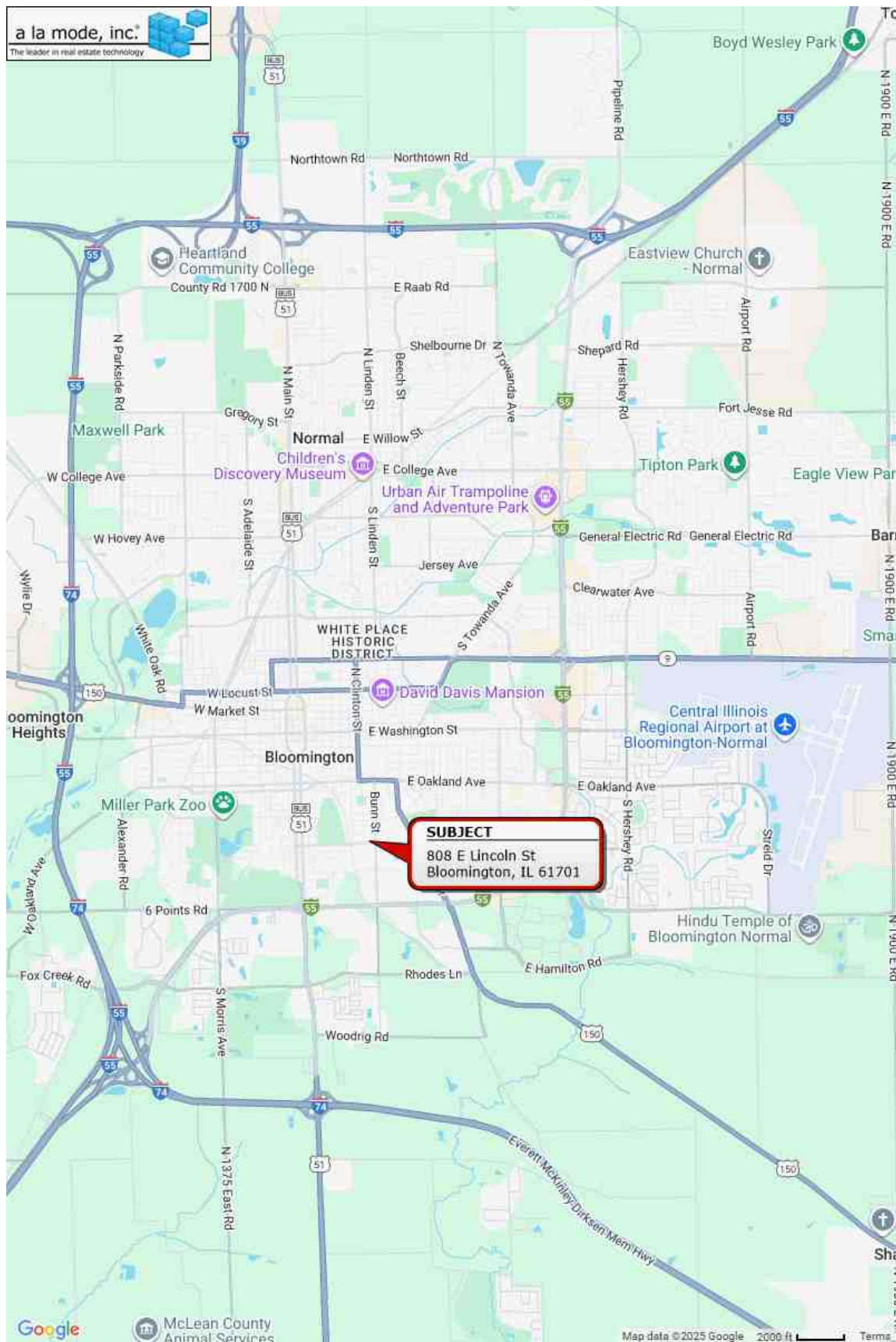
State Map

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



City Map

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Neighborhood Map

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Local Neighborhood Map

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Overhead View

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Plat Map

Client	City of Bloomington		
Property Address	808 E Lincoln St		
City	Bloomington	County	McLean
Appraiser	Tim J. Nord	State	IL
		Zip Code	61701



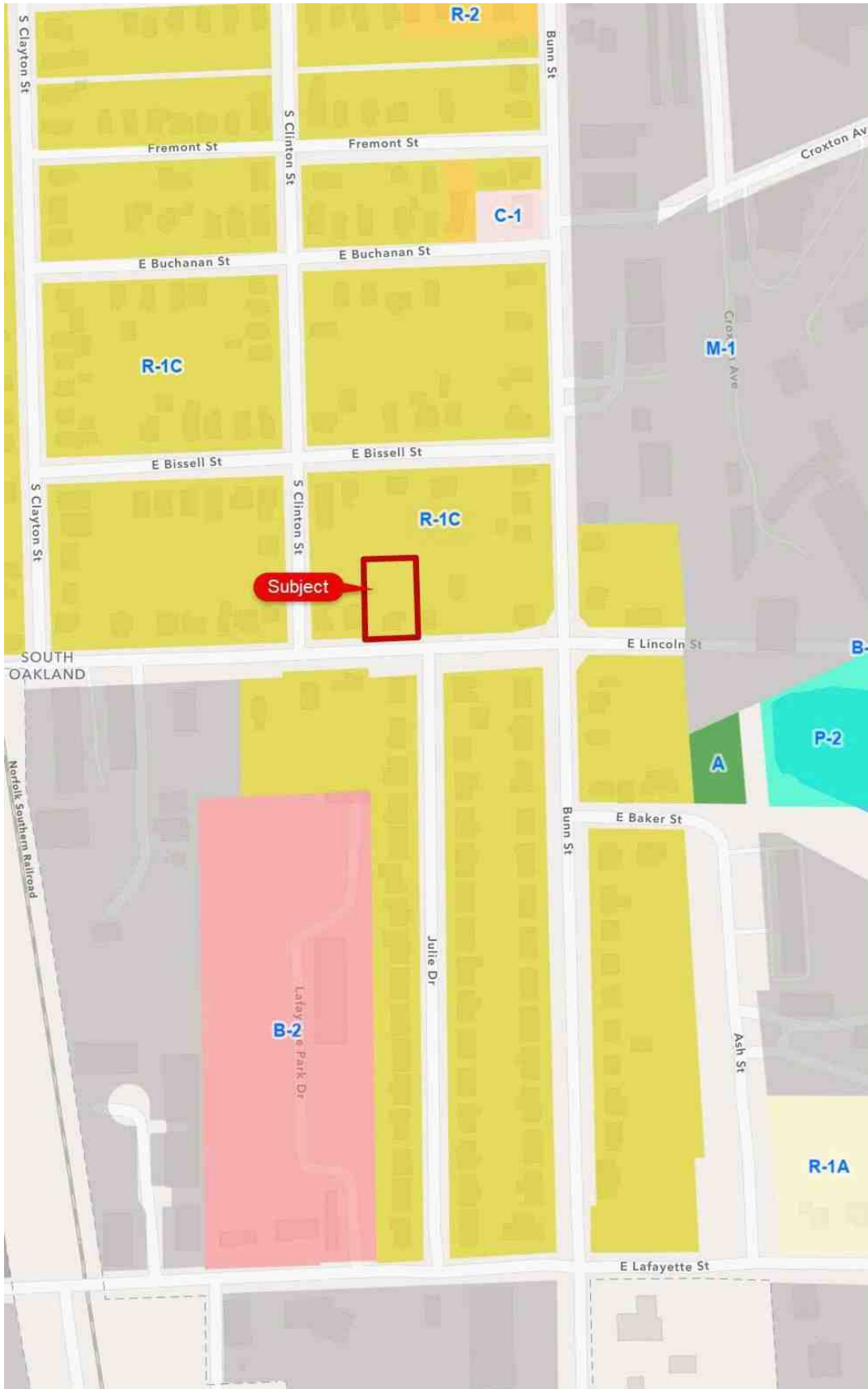
Flood Map

Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL
Appraiser	Tim J. Nord	Zip Code	61701		



Zoning Map

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Photo Page

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Front

808 E Lincoln St
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View
Site 15,300
Quality
Age

Subject Rear

Subject Street

Subject Land Photo Page

Client	City of Bloomington						
Property Address	808 E Lincoln St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Eastern Property Line looking North From Street



Looking Across Subject From Southeast Property Corner



Street View Looking West



Looking Across Subject



Looking South Along Western Property Boundary



Looking Northeast Across Subject

Subject Land Photo Page

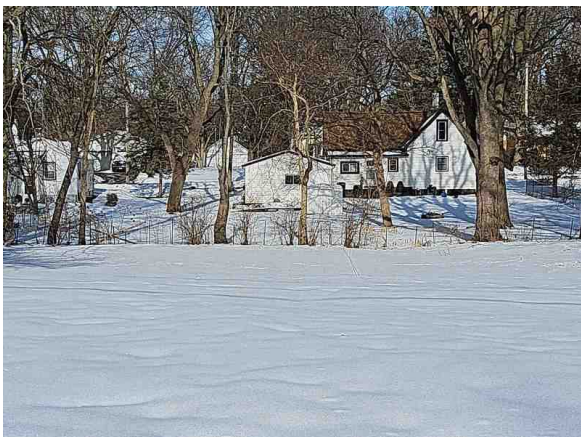
Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Neighboring Property Line On Western Property Boundary



Small Metal Shed on Subject



Looking to Northern Property Boundary



Street View Looking East



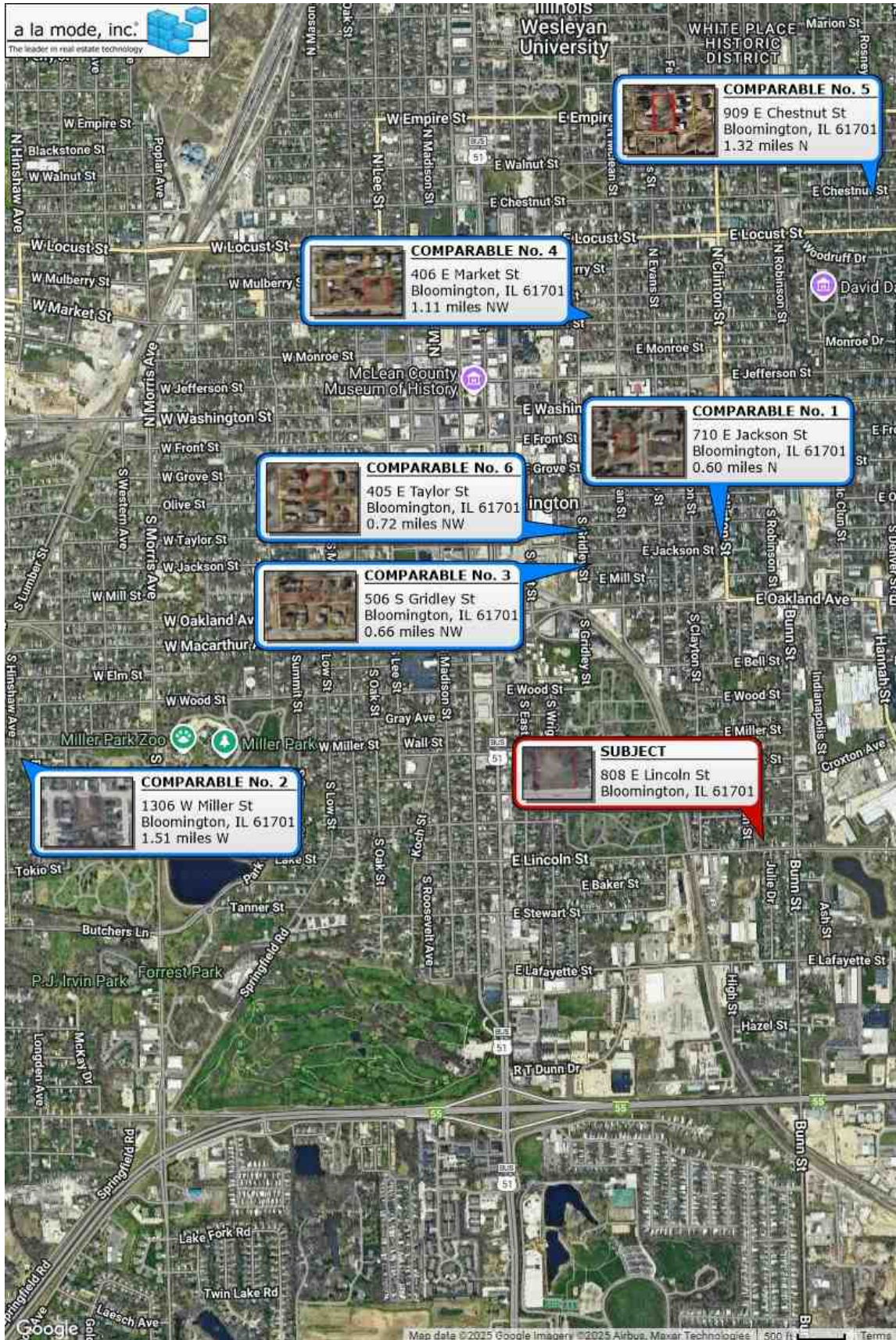
Subject Rear Property Line View From Neighboring Northern Property



Subject Rear Property Line View From Neighboring Northern Property

Comparable Sales Map

Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL
Appraiser	Tim J. Nord			Zip Code	61701



Comparable Land Photo Page

Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Comparable 1

710 E Jackson St
 Prox. to Subj. 0.60 miles N
 Sales Price 17,000
 Date of Sale 9/26/2025
 Site Area 6,600
 Location Res/Busy Street
 Outbuilding(s) None
 Adjusted Sale Price/SF \$3.09/SF



Comparable 2

1306 W Miller St
 Prox. to Subject 1.51 miles W
 Sales Price 21,500
 Date of Sale 9/16/2025
 Site Area 11,700
 Location Residential
 Outbuilding(s) None
 Adjusted Sale Price/SF \$1.84/SF



Comparable 3

506 S Gridley St
 Prox. to Subject 0.66 miles NW
 Sales Price 11,000
 Date of Sale 1/20/2025
 Site Area 5,070
 Location Res/Commercial
 Outbuilding(s) None
 Adjusted Sale Price/SF \$2.82/SF

Comparable Photo Page

Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Comparable 4

406 E Market St
 Prox. to Subject 1.11 miles NW
 Sale Price 19,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,970
 Quality
 Age



Comparable 5

909 E Chestnut St
 Prox. to Subject 1.32 miles N
 Sale Price 18,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 8,400
 Quality
 Age



Comparable 6

405 E Taylor St
 Prox. to Subject 0.72 miles NW
 Sale Price 15,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,970
 Quality
 Age

Appraiser's License and Qualifications

Client	City of Bloomington				
Property Address	808 E Lincoln St				
City	Bloomington	County	McLean	State	IL
Appraiser	Tim J. Nord			Zip Code	61701



Qualifications of the Appraiser

Tim Nord

Nord Appraisal Services LLC

2510 W. Washington Street

Bloomington, IL 61705

tnord@nordappraisalservices.com

<http://nordappraisalservices.com/>

Experience – Education and Professional

Certified General Real Estate Appraiser 2020-Current - License Number: 553.002806

Licensed Real Estate Broker 2012-Current - License Number: 475.143079

Associate Real Estate Trainee Appraiser License 2018-2020 - License Number: 557.006379

Licensed Real Estate Salesperson 2007-2012 - License Number: 476.730237

Illinois State University - Bachelor's Degree in Finance 1998

Appraisal & Real Estate Related Courses

Uniform Standards of Professional Appraisal Practice

Ethics In the Age of Disruption	Real Estate Investors
Supervisor-Trainee Course for Illinois	Appraisal of Industrial and Flex Buildings
Advanced Income Capitalization	Expert Witness for Commercial Appraisers
Commercial Cost Approach Certification	Appraising for FHA
Real Estate Appraisal Principles	Basic Valuation Procedures
Agency, License Law & Escrow	Anatomy of Commercial Buildings
Appraiser Market Analysis Highest and Best Use	Investment Strategies in Commercial Real Estate
Techniques for Creating Credibility	Fair Housing & Contract Law on E-Signatures
Appraisal of Medical Office Buildings	Going Green: The Environmental Movement in Real Estate

Association Affiliation

- Appraisal Institute Member
- FHA-Approved Appraiser
- Illinois Coalition of Appraisal Professionals Member
- Bloomington/Normal Board of Realtors – Broker Member
- Illinois Association of Realtors – Realtor Member



TNORD@NORDAPPRAISALSERVICES.COM



309-846-8711

<http://nordappraisals.com/>



Consent Agenda Item No. 8.J.

For City Council: March 23, 2026

Ward Impacted: Ward 4

Subject: Consideration and Action on an Ordinance (1) Approving a Redevelopment Agreement Between the City of Bloomington and Bloomington Empire, LLC, for the Property Commonly Known as 1312 E. Empire Street; and (2) Rescinding Ordinances #2025-028 and #2025-080 Related to the Same Property, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The City Council adopted Ordinance No. 2025-028 in April 2025 and later amended Ordinance No. 2025-080 on October 27, 2025. However, the developer associated with the project has since filed organizational documents with the State of Illinois under a different limited liability company name, requiring the authorization and approvals contained in the prior ordinance and amendment to be updated to reflect the correct legal entity for Bloomington Empire, LLC.

The project area which includes the real estate located in the vicinity of the Old Verizon Site, commonly known as 1312 E. Empire Street.

Community Groups/Interested Persons Contacted: NA

Financial Impact: This amendment is to reflect the correct legal entity name for Bloomington Empire, LLC, to match the organizational documents they filed with the State of Illinois.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Redevelopment Agreement

ORDINANCE NO. 2026 - ____

AN ORDINANCE (1) APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND BLOOMINGTON EMPIRE, LLC, FOR THE PROPERTY COMMONLY KNOWN AS 1312 E. EMPIRE STREET; AND (2) RESCINDING ORDINANCES #2025-028 AND #2025-080 RELATED TO THE SAME PROPERTY

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

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected districts; and

WHEREAS, City Council adopted Ordinance No. 2025-028 on April 14, 2025, and later approved amended Ordinance No. 2025-080 on October 27, 2025, related to a specific redevelopment agreement with HP Bloomington Empire, LLC; and

WHEREAS, the principal developer associated with the approved project has since filed organizational documents with the State of Illinois, forming a limited liability company in the name of Bloomington Empire, LLC, rather than HP Bloomington Empire, LLC as originally contemplated; and

WHEREAS, since the company doing the work, and to which payment is due, is different than the company for which approval has been granted, a change to the Agreement to reflect the correct legal entity will resolve any issues; and

WHEREAS, the project area, which includes the same real estate located in the vicinity of the Old Verizon Site, commonly known as 1312 E. Empire Street, as the original agreement as amended, and the scope of the proposed work has not changed; and

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

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

SECTION 1. That the Redevelopment Agreement, and the Amendment thereto, with HP Bloomington Empire, LLC, is hereby rescinded, and the Redevelopment Agreement by and between the City of Bloomington, Illinois, and Bloomington Empire, LLC (Exhibit A), is hereby approved, and the City Manager and City Clerk hereby authorized to execute and deliver said Agreement on behalf of the City.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

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

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

SECTION 6. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND BLOOMINGTON EMPIRE, LLC.**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2026, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Bloomington Empire, LLC, an Indiana limited liability company qualified to do business in the State of Illinois as a foreign limited liability company (the “*Developer*”).

PREAMBLES

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

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

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

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act; and

WHEREAS, as a result of the Feasibility Study, PGAV determined the Project Area qualifies as a "blighted area" under the TIF Act and, therefore, as directed by the Corporate Authorities, proceeded to prepare a redevelopment plan to set the goals and objectives of the City and all other matters required by the TIF Act to address and eliminate the blighting factors which qualified the Project Area as a blighted area; and

WHEREAS, on February 22, 2016, the Corporate Authorities approved the Tax Increment Financing Redevelopment Plan prepared by PGAV and designated the "Empire Street Corridor Redevelopment Project Area" as a Redevelopment Project Area pursuant to the TIF Act (Ordinance Nos. 2016-08, 2016-09, and 2016-10); and

WHEREAS, the City Council adopted Ordinance No. 2025-028 on April 2025 and later amended by Ordinance No. 2025-080 on October 27, 2025; and

WHEREAS, the developer associated with the project has since filed organizational documents with the State of Illinois under a different limited liability company name, requiring the authorization and approvals contained in the prior ordinance and amendment to be updated to reflect the correct legal entity; and

WHEREAS, the Project Area includes real estate located in the vicinity of the Old Verizon Site, commonly known as 1312 E. Empire Street, Bloomington, Illinois, and identified by parcel index number 14-34-480-030 (the “*Subject Property*”) as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Developer is looking to acquire the Subject Property and intends to develop the Subject Property into a multi-family community substantially in the form depicted on the Site Plan dated March 16, 2025 and attached hereto as *Exhibit B* (the “Project”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with improvements to the Subject Property in completing the Project from revenues available to the City, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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

Section 1. Incorporation of Recitals.

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

Section 2. Obligations of the Developer.

- A. On or before May 1, 2026, the Developer shall have submitted to the City for its approval, detailed final construction plans to develop the Subject Property into the Project.
- B. On or before August 1, 2026, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois, unless delayed by Force Majeure as described in Section 10..
- C. The Developer covenants and agrees to complete the redevelopment of the Project and obtain certificates of occupancy for at least 75% of the units on or before August 1, 2028, unless delayed by Force Majeure as described in Section 10.
- D. The Developer covenants and agrees to construct buildings and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.
- E. The Developer covenants that the Project shall require an investment of approximately \$41,525,000. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$41,525,000 (“*Total Project Cost*”).

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), if and to the extent that the reimbursement by the City of costs incurred by Developer in connection with the completion of the Project requires that the completion of the Project be subject to the Prevailing Wage Act.

Section 3. City’s Obligations.

- A. The City hereby agrees to reimburse the Developer a one-time reimbursement of \$500,000 for TIF eligible expenses from the special tax allocation fund as defined in section 4A, contingent on the Developer providing documentation of at least \$500,000 in eligible expenses. Funds will be dispersed after documentation has been provided to and verified by the City.
- B. The City hereby agrees to waive the City’s administrative, permitting, and plan review fees incurred by the Developer for the Project.
- C. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from Incremental Taxes (hereinafter defined) generated from the Subject Property from the sources provided in Section 4, in an amount equal to the lesser of (i) 9.79% of Total Project Cost; or (ii) \$4,064,847.68 (the “*Reimbursable Project Costs*”).
- D. For purposes of this Agreement “Incremental Taxes” shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value (“*EAV*”) of the Subject Property and its improvements over the initial equalized value of the Subject Property at

the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

A Upon the adoption of the Empire Street Corridor Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the “STAF”) into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. So long as no notice of default has been issued which remains uncured, on August 31 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), ninety-eight percent (98%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the Bloomington Empire, LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Reimbursable Project Costs.

C. The deposits into the Bloomington Empire, LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project as required by Section 2 above, or Developer or its successors or assigns as owner of the Subject Property, ceases to operate the Subject Property consistent with the description of the Project, other than a temporary cessation of operations for reasonable purposes such as Force Majeure:

- A. The tax incentive provided by the City will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:
 - i. Prior to receipt of the \$500,000 one-time reimbursement under Section 3.A of this Agreement, Developer agrees to execute a promissory note in the amount of \$500,000 with interest, where the interest rate shall be variable and set monthly equal to the Consumer Price Index for All Urban Consumers for the Midwest Region (“CPI”) as published by the U.S. Bureau of Labor Statistics, said interest shall being to accrue immediately. Said note shall be due and payable within thirty (30) days of termination of this redevelopment agreement due to an event of Default by the Developer. In the event the Developer completes the Project as agreed the note shall be cancelled as if paid in full. The City’s ability to draw on the Promissory Note under this Section 5.B.i shall be contingent on the Developer’s prior receipt of the \$500,000 one-time reimbursement under Section 3.A.
 - ii. If the City terminates this Agreement prior to the ninth (9th) anniversary of the date first written above, the Developer agrees to repay the City for increment actually received by the Developer from the City pursuant to Section 3.D above according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%

4	100%
5	80%
6	60%
7	40%
8	20%
9+	0%

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 7. Remedies – Liability.

A. If, in the City’s reasonable judgment, the Developer is in material default of its obligations outlined in this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail the nature of such material default. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the Developer shall have such additional time as may be necessary to comply so long as the Developer commences compliance within thirty (30) days of receipt of notice from the City and diligently proceeds to fulfill such obligation until completed. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or

remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including without limitation the right to pursue compensatory damages not to exceed the amount actually reimbursed from the City to the Developer under this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's reasonable judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the City shall have such additional time as may be necessary to comply so long as the City commences compliance within thirty (30) days of

receipt of notice from the Developer and diligently proceeds to fulfill such obligation until completed.. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) August 31, 2040 (the “*Termination Date*”).

Section 9. Verification of Tax Increment.

The Developer shall cooperate with the City in good faith and use commercially reasonable efforts to obtain and deliver to the City copies of all real estate tax bills for the Subject Property payable in 2025, and which become payable in each subsequent year during the term of this Agreement for the Subject Property.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party’s part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure to receive any governmental permits and/or approvals when the Developer in good faith has made and prosecuted applications and requests for same, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party’s agents, employees or invitees) or similar causes beyond the reasonable control of such party (“*Force Majeure*”). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the

party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Assignment.

During the construction of the Project, and through the ninth (9th) anniversary of the date first written above, this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. From and after the completion of the Project through the ninth (9th) anniversary of the date first written above, any deed of conveyance with respect to the Subject Property shall include a restrictive covenant concerning the operation of the Subject Property consistent with the Project during the term of this Agreement.

Section 12. Developer's Indemnification.

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

subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 13. Waiver.

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

Section 14. Severability.

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

Section 15. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : Bloomington Empire, LLC
 1 Walker Avenue, Suite 300
 Clarendon Hills, IL 60514
 Attn: Mike Doyle

With a copy to: Bloomington Empire, LLC
 3454 Douglas Road, Suite 250
 South Bend, IN 46635
 Attn: Legal Department

To the City : City Manager
 City of Bloomington
 115 East Washington Street
 Bloomington, Illinois 61702

With copies to: Megan Lamb City of Bloomington
 1804 N Naper Blvd Attn: Legal Department
 Suite 350 115 E. Washington St.
 Naperville, Illinois 60563 Bloomington, IL 61701

Section 16. Successors in Interest.

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

Section 17. No Joint Venture, Agency or Partnership Created.

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

Section 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

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

Section 20. Counterparts.

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

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

CITY OF BLOOMINGTON

ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

Bloomington Empire, LLC ATTEST
By: Holladay Manager, its Manager

By: Timothy E. Healy
Its: Manager

Exhibit A: Project Area - 1312 E. Empire Street (14-34-480-030), Bloomington, Illinois





Consent Agenda Item No. 8.K.

For City Council: March 23, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Interstate Center Subdivision, Lot 1, 2nd Resubdivision, for the Property Commonly Known as 1106 Interstate Drive (PIN: 13-36-401-001), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

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

Background: The Applicant seeks approval of a subdivision of the property commonly known as 1106 Interstate Drive into three (3) Lots of Record to facilitate the lease and development of one (1) of the Lots of Record created by the plat and allow for flexibility for future sale and development of a commercial parcel along Enterprise Road extended. A user (Vertical Bridge, LLC) has already agreed to a long-term lease for the southeastern Lot. The subject property sits at the north end of Interstate Drive, south of the future westward extension of Enterprise Drive. There is no intention of extending any public utilities at this time because the future use of the southern lot as a wireless communications facility does not require any public utilities. No additional right of way dedication is required. No tap-on fees are due at this time. City Staff have no objections to the Plat.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. County Clerk's Certificate
4. Drainage Statement
5. Owner's Certificate with Covenants
6. School District Statement
7. Final Plat Checklist
8. Plat Location Map

ORDINANCE NO. 2026 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION, FOR THE PROPERTY COMMONLY KNOWN AS 1106 INTERSTATE DRIVE (PIN: 13-36-401-001)

WHEREAS, there was heretofore filed with the City of Bloomington (“City”), McLean County, Illinois, a Petition for approval of the Final Plat of Interstate Center Subdivision, Lot 1, 2nd Resubdivision, for the property legally described in Exhibit A (“PROPERTY”), commonly known as 1106 Interstate Drive; and

WHEREAS, said Petition included a Final Plat prepared by Jonathan D. Spinazzola, Illinois Professional Land Surveyor No. 035-3868, of MeritCorp Group, LLC, dated March 9, 2026, depicted in Exhibit B (“PLAT”); and

WHEREAS, the subject PROPERTY is within the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, tap-on fees and other infrastructure requirements for future development of the PROPERTY will be the responsibility of the-then developer and Covenants have been included with the PLAT to effectuate such; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final PLAT meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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 Center Subdivision, Lot 1, 2nd Resubdivision, dated March 9, 2026, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications and corrections.

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 23rd day of March, 2026.

APPROVED this ____ day of March, 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 1 IN INTERSTATE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2004-15809 IN McLEAN COUNTY RECORDER OF DEEDS, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 2°16'37" WEST ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 1762.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ENTERPRISE DRIVE, AS DEDICATED PER DOCUMENT NUMBER 2015-22115; THENCE NORTH 89°15'43" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1331.84 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 102.78 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A 555.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 85°25'58" EAST, 102.63 FEET TO AN EAST LINE OF SAID LOT 1; THENCE SOUTH 2°10'48" EAST ALONG SAID EAST LINE, 340.74 FEET TO A SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 88°53'59" WEST ALONG A SOUTHERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 229.02 FEET TO AN EAST LINE OF SAID LOT 1; THENCE SOUTH 2°10'54" EAST ALONG SAID EAST LINE, 378.97 FEET TO THE NORTH LINE OF LOT 4 IN THE RESUBDIVISION OF PART OF LOTS 1 AND 2 IN INTERSTATE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2009-36443; THENCE SOUTH 87°04'24" WEST ALONG SAID NORTH LINE, 605.24 FEET TO A WEST LINE OF SAID LOT 4; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID LOT 4: (1) SOUTH 2°56'15" EAST, 452.24 FEET; (2) SOUTH 5°00'52" WEST, 29.88 FEET; (3) SOUTH 6°43'52" WEST, 113.28 FEET; (4) SOUTH 4°17'40" WEST, 17.79 FEET; (5) SOUTH 2°55'32" EAST, 375.42 FEET TO THE SOUTH LINE OF AFORESAID LOT 1, ALSO BEING THE NORTH LINE OF OUTLOT 6 IN WEST GATE PLAZA SUBDIVISION 2ND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2013-15581; THENCE SOUTH 87°08'14" WEST ALONG SAID LINE, 583.81 FEET TO THE POINT OF BEGINNING. CONTAINING 1,570,950 SQUARE FEET (36.064 ACRES), MORE OR LESS.

Address: 1106 Interstate Drive

PIN: 13-36-401-001

EXHIBIT B

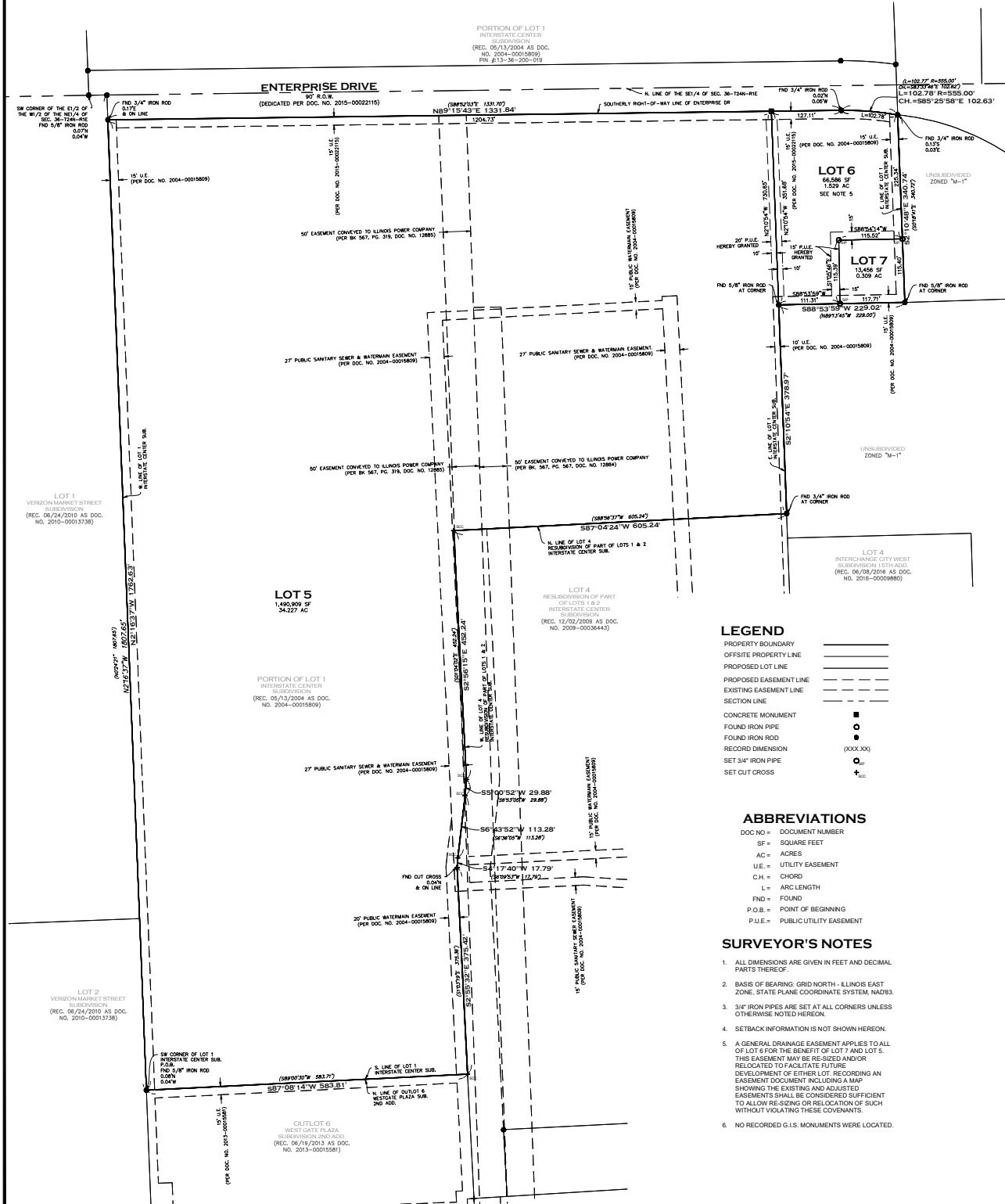
OWNER/SUBDIVIDER
McLean County AG Expo
 2442 Westgate Drive
 Bloomington, IL 61705
 Ph: (309) 663-6497

SURVEYOR
MeritCorp Group, LLC
 4222 Meridian Parkway, Suite 112
 Aurora, Illinois 60504
 Ph: (830) 554-6655

FINAL PLAT OF INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION

PIN #: 13-36-401-001

BEING A RE-SUBDIVISION OF A PORTION OF LOT 1 IN INTERSTATE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.



LEGEND

- PROPERTY BOUNDARY
- OFFSITE PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- CONCRETE MONUMENT
- FOUND IRON PIPE
- FOUND IRON ROD
- RECORD DIMENSION
- SET 3/4" IRON PIPE
- SET OUT CROSS

ABBREVIATIONS

- DOC NO = DOCUMENT NUMBER
- SF = SQUARE FEET
- AC = ACRES
- UE = UTILITY EASEMENT
- CH = CHORD
- L = ARC LENGTH
- FND = FOUND
- P.O.B. = POINT OF BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT

SURVEYOR'S NOTES

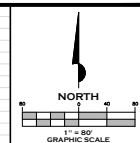
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. BASIS OF BEARING: GRID NORTH - ILLINOIS EAST ZONE, STATE PLANE COORDINATE SYSTEM, NAD83.
3. 3/4" IRON PIPES ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED HEREON.
4. SETBACK INFORMATION IS NOT SHOWN HEREON.
5. A GENERAL DRAINAGE EASEMENT APPLIES TO ALL OF LOT 6 FOR THE BENEFIT OF LOT 7 AND LOT 5. THIS EASEMENT MAY BE RE-SIZED AND/OR RELOCATED TO FACILITATE FUTURE DEVELOPMENT OF EITHER LOT. RECORRING AN EASEMENT DOCUMENT INCLUDING A MAP SHOWING THE EXISTING AND ADJUSTED EASEMENTS SHALL BE CONSIDERED SUFFICIENT TO ALLOW RE-SIZING OR RELOCATION OF SUCH WITHOUT VIOLATING THESE COVENANTS.
6. NO RECORDED G.I.S. MONUMENTS WERE LOCATED.

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MeritCorp
 PROJECT NO. M24005
 DRAWN BY: JDS
 CHECKED BY: JDS
 SHEET NO. 1/2

FINAL PLAT
 OF
 INTERSTATE CENTER
 SUBDIVISION, LOT 1, 2ND
 RESUBDIVISION
 BLOOMINGTON, IL

MeritCorp
 BUSINESS PLANNING SURVEYING ENVIRONMENTAL
 4222 Meridian Parkway, Suite 112
 Aurora, IL 60504
 Office 630.554.6655
 Lic. No. 184-005860 Other Office Locations:
 www.meritcorp.com Gurnee, IL

DATE:	DESCRIPTION:
12/16/2025	ISSUED PRELIMINARY DRAFT TO CLIENT
01/08/2026	REVISED PER CITY COMMENTS
02/25/2026	REVISED PER CLIENT COMMENTS
03/05/2026	REVISED PER CLIENT COMMENTS



OWNER/SUBDIVIDER

McLean County AG Expo
 2242 Westgate Drive
 Bloomington, IL 61705
 Ph: (309) 663-6497

SURVEYOR

MeritCorp Group, LLC
 4222 Meridian Parkway, Suite 112
 Aurora, Illinois 60504
 Ph: (630) 554-6655

FINAL PLAT
 OF
INTERSTATE CENTER SUBDIVISION,
LOT 1, 2ND RESUBDIVISION

BEING A RE-SUBDIVISION OF A PORTION OF LOT 1 IN INTERSTATE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McLEAN COUNTY, ILLINOIS.

CITY CLERK'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, _____, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION," PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON

THE _____ DAY OF _____, 20____, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS OF SAID CITY COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 20____.

CITY CLERK

CITY ENGINEER'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT AND THE PLANS AND SPECIFICATIONS THEREOF 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 _____, 20____.

CITY ENGINEER
 BLOOMINGTON, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, JONATHAN D. SPINAZZOLA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3868, 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, ILLINOIS, FOR THE OWNER/HERSON NOTED, FOR THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

THAT PART OF LOT 1 IN INTERSTATE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2004-15809 IN McLEAN COUNTY RECORDER OF DEEDS, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 2°18'37" WEST ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 1762.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ENTERPRISE DRIVE, AS INDICATED PER DOCUMENT NUMBER 2015-22115; THENCE NORTH 89°12'49" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 131.84 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 102.79 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A 355.08 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 85°25'58" EAST, 102.83 FEET TO AN EAST LINE OF SAID LOT 1; THENCE SOUTH 2°18'48" EAST ALONG SAID EAST LINE, 340.74 FEET TO A SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 88°53'59" WEST ALONG A SOUTHERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 229.02 FEET TO AN EAST LINE OF SAID LOT 1; THENCE SOUTH 2°10'54" EAST ALONG SAID EAST LINE, 378.97 FEET TO THE NORTH LINE OF LOT 1 IN THE RESUBDIVISION OF PART OF LOTS 1 AND 2 IN INTERSTATE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2008-36443; THENCE SOUTH 87°04'24" WEST ALONG SAID NORTH LINE, 606.24 FEET TO A WEST LINE OF SAID LOT 4; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID LOT 4: (1) SOUTH 2°56'10" EAST, 452.24 FEET; (2) SOUTH 5°10'52" WEST, 29.88 FEET; (3) SOUTH 6°43'52" WEST, 113.28 FEET; (4) SOUTH 41°17'40" WEST, 17.79 FEET; (5) SOUTH 2°55'32" EAST, 375.42 FEET TO THE SOUTH LINE OF SAID SAID LOT 1, ALSO BEING THE NORTH LINE OF OUTLOT 8 IN WEST GATE PLAZA SUBDIVISION AND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2013-15581; THENCE SOUTH 87°08'14" WEST ALONG SAID LINE, 583.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,570,950 SQUARE FEET (36.064 ACRES), MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO 3 LOTS AS SHOWN ON THE ATTACHED PLAT AND FURTHER CERTIFY THAT IT CONTAINS 36.064 ACRES.

IRON PINS IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF.

SAID SUBDIVISION IS TO BE KNOWN AS INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION, 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, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17150CA016, EFFECTIVE DATE, JULY 18, 2006, THE SURVEYED PROPERTY IS IN ZONE "X" (0.2% ANNUAL CHANCE FLOOD HAZARD & AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE).

GIVEN UNDER MY HAND AND SEAL THIS

9TH DAY OF MARCH, A.D., 2028.

Jonathan D. Spinazzola
 JONATHAN D. SPINAZZOLA
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3868
 CURRENT LICENSE EXPIRES NOVEMBER 30, 2028



COPYRIGHT © 2025 MeritCorp PROJECT NO. M24005 DRAWN BY: JDS CHECKED BY: JDS SHEET NO. 2/2	FINAL PLAT OF INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION BLOOMINGTON, IL	 MeritCorp ENGINEERING PLANNING SURVEYING ENVIRONMENTAL 4222 Meridian Parkway, Suite 112 Aurora, IL 60504 Office 630.554.6655 Lic. No. 184-005980 Other Office Locations: www.meritcorp.com Gurnee, IL	DATE: 12/16/2025 01/08/2026 02/25/2026 03/05/2026	DESCRIPTION: ISSUED PRELIMINARY DRAFT TO CLIENT REVISED PER CITY COMMENTS REVISED PER CLIENT COMMENTS REVISED PER CLIENT COMMENTS

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 10th day of MARCH 2026, there were no delinquent or unpaid taxes, nor were there any delinquent or unpaid special assessments against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN: 13-36-401-001



DRAINAGE STATEMENT

I, Branden Wilfong, Registered Professional Engineer, and McLean County AG EXPO being the owner(s) of the premises heretofore platted by Jonathan D. Spinazzola, Illinois Professional Land Surveyor No. 035-3868 to be and become "INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION" to the City of Bloomington, McLean County, Illinois do hereby certify 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 certify that all or portions of the re-subdivision of lot 1 are within the Special Flood Hazard Area, Zone "X", as "areas of Minimal Flood Hazard", per FEMA panel No. 71713C0481E, dated ~~July~~ ^{July} 16, 2008, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer

A handwritten signature in black ink, appearing to be "Jonathan D. Spinazzola", written over a horizontal line.

Owner

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Darren Davis, hereby certify that I represent the owners of the premises embodied in the attached Plat of INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION ("Plat") in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION" ("Subdivision") in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Jonathan D. Spinazzola, Registered Illinois Land Surveyor Number 035-3868.

We, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicated the public use areas as shown on said Plat, where dedication is required or indicated on said Plat.

COVENANTS AND RESTRICTIONS

It is here provided that all conveyances of property hereinafter made in the Subdivision by the present of future owners of any of the lands described in the Surveyor's Certificate of the Subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable. Notwithstanding the foregoing, all property owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Bloomington, and all property owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

AREA OF APPLICATION

The covenants below, in their entirety, shall apply to all lots as shown on the Plat of the Subdivision.

COVENANTS

1. Deferment of Tap-On Fees and Performance Guarantees; Payment Due Prior to Development. Lot 6, approximately 1.529 acres, as presented in the attached Plat, shall remain Unbuildable until such time that all Tap-On Fees and performance guarantees for public improvements have been provided to the City of Bloomington, as required by City Code at the time improvement or development is proposed. For the purposes of these Covenants "Unbuildable" means no permits for the construction of any new building or private infrastructure shall be issued, except those required to protect health and life safety, or to maintain the existing structures on the subject Lots.
2. Deferment of Tap-On Fees and Performance Guarantees; Payment Due Prior to Subdivision or Redevelopment. Tap-On Fees and performance guarantees for public

improvements related to Lot 5, approximately 34.227 acres, as presented in the attached Plat, shall become due upon additional platting action or redevelopment of the Lot, as required by City Code at the time subdivision or redevelopment is proposed. Nothing in these covenants shall prevent the City from requiring the Owner's participation in the installation or improvement of public infrastructure that sits upon or adjacent to the Lot that serves the uses developed upon such Lot. For the purposes of these Covenants "Redevelopment" means 1) the construction of new buildings, structures, or improvements related to a use other than Fairgrounds and Agricultural Exhibits, or Entertainment and Exhibition Venues, or 2) the construction of new buildings, structures, or improvements related to an existing use that significantly increases the public infrastructure required to serve such use(s).

3. Waiver. The failure of any lot owner, the present owner of the Subdivision, or the City of Bloomington to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.
4. Enforcement. Enforcement shall be by proceeds at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner or the City of Bloomington shall have the power to seek appropriate remedy for the enforcement of these covenants but shall not be required to do so. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorneys fees.
5. Duration. These covenants are to run with the land and shall be binding upon all parties and all persons claiming title under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part, except as provided for under Section 6 below.
6. Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or chargers herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired. In interpreting any provision of these covenants, the uses of singular and pleural of masculine and feminine shall be presumed to include their opposites.
7. Authority to Release or Amend Covenants. The owners of legal sites or lots in the Subdivision shall have the authority at any time to release or amend all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth application to such area upon affirmative vote of a majority of such lots and upon the recording of such waiver, amendment, or release in the Recorder's Office of McLean County, Illinois, such restrictions, conditions, covenants, reservations, liens or charges shall no longer be required under the provisions herein set forth. Notwithstanding, these covenants shall not be altered, amended or release without the written approval for the City Council of the City of Bloomington.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this

13 day of March, 2026.

Owner: McLean County Ag Expo

By: [Signature]
Darren Davis, it's Manager

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Katherine Ellen Rader, a Notary Public in and for the county and State aforesaid, do hereby certify that Darren Davis personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 13 day of March, 2026.

Katherine Ellen Rader
Notary Public


My commission expires 8/4/29.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I Darren Davis as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as INTERSTATE CENTER SUBDIVISION, LOT 1, 2ND RESUBDIVISION, to the best of my knowledge, is located within the boundaries of Community School District Unit #5 (USD 5) in McLean County, Illinois.

Dated this 9 day of March, 2026.



Owner/Developer

NOTARY CERTIFICATE

State of Illinois)
) ss.
County of McLean)

I, Katherine Ellen Rader, a Notary Public in and for the county and State aforesaid, do hereby certify that Darren Davis personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 9 day of March, 2026.

Katherine Ellen Rader
Notary Public

My commission expires 8-4-29.

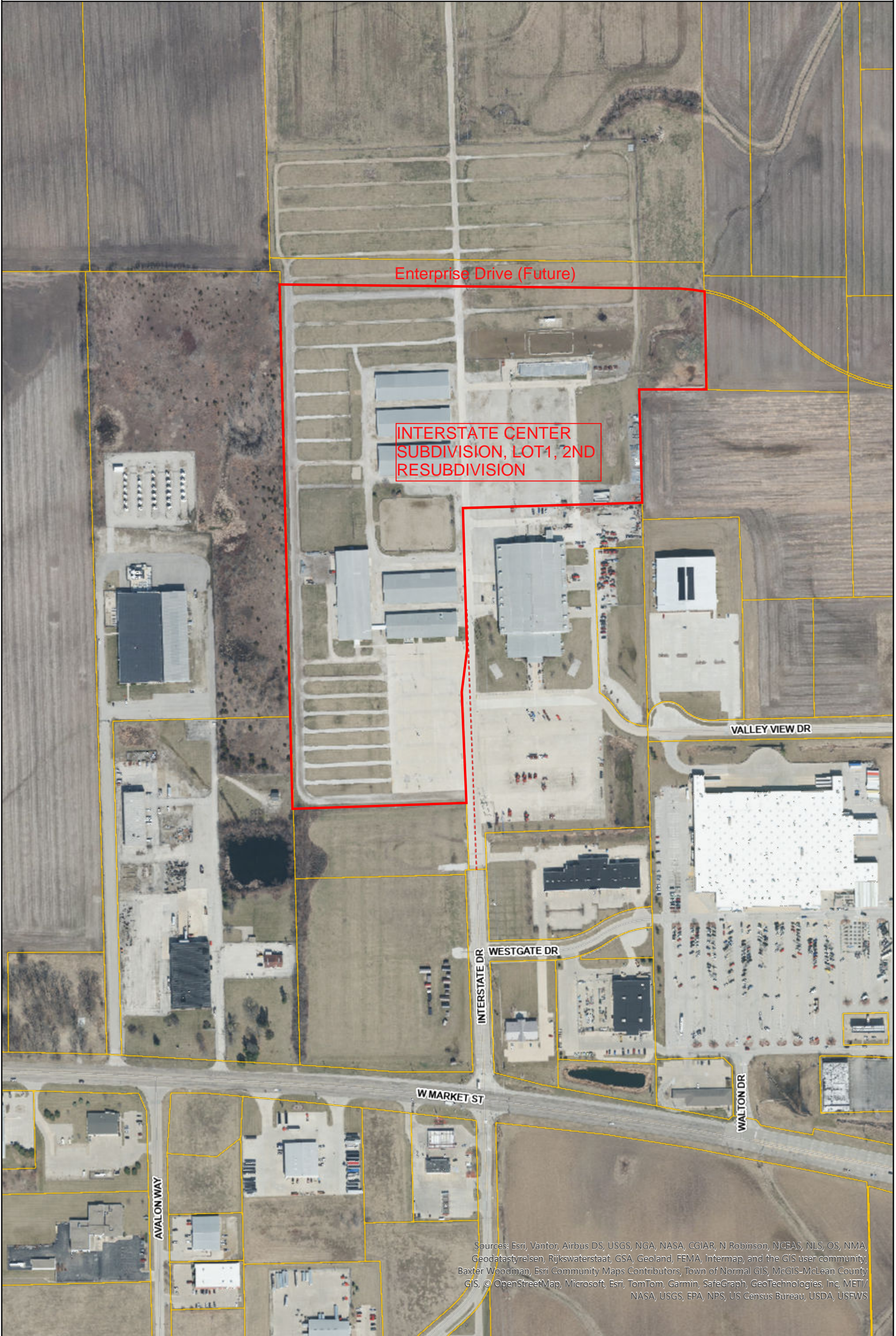




McLean County AG Expo (Interstate Center Subdivision, Lot 1, 2nd Resubdivision)

Date Prepared: 3/6/2026

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
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DSD	N/A



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Baxter Woodman, Esri Community Maps Contributors, Town of Normal GIS, McGIS-McLean County GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Consent Agenda Item No. 8.L.

For City Council: March 23, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Empire Business Park Fifteenth Addition, Generally Located Northeast of the Intersection of E. Empire St. and Trinity Ln. (PIN: 15-31-300-020), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Goal 5. Great Place - Livable, Sustainable City

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

Background: The Applicant seeks approval of a one-lot subdivision to facilitate the transfer of real property for the development of a future medical complex, pursuant to a three-party agreement passed on March 9, 2026, as Ordinance No. 2026 - 019. The subject property sits at the eastern terminus of Cornelius Drive, just east of Magory Drive. Right of way will be dedicated and plans for roadway expansion required prior to development of the site. No tap-on fees are due at this time. Future platting activities will trigger these requirements. Staff does not object to approval of the plat.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request. The right-of-way is to be dedicated (donated) to the City for future improvements, but should not result in financial consequence in the interim.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Petition
4. County Clerk's Certificate
5. Owner's Certificate
6. School District Certificate
7. Plat Location Map
8. Drainage Statement

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK FIFTEENTH ADDITION, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF E. EMPIRE ST. AND TRINITY LN. (PIN: 15-31-300-020)

WHEREAS, there was heretofore filed with the City of Bloomington (“CITY”), McLean County, Illinois, a Petition for approval of the Final Plat of the Empire Business Park Fifteenth (15TH) Addition, for the property legally described in Exhibit A (“PROPERTY”), generally located northeast of the intersection of E. Empire Street and Trinity Lane; and

WHEREAS, said Petition included a Final Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of Farnsworth Group, Inc., dated March 11, 2026, depicted in Exhibit B (“PLAT”); and

WHEREAS, the subject PROPERTY is within the corporate limits of the CITY and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, additional platting and planning actions are planned for the subject PROPERTY prior to development.

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

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

SECTION 2. The Final PLAT of the Empire Business Park Fifteenth Addition, dated March 11, 2026, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications and corrections.

SECTION 3. Tap-on fees associated with this PROPERTY shall be determined and become due upon additional platting action or prior to the connection of any water or sewer for development upon the subject PROPERTY. Performance guarantees for public infrastructure shall be determined and become due upon approval of construction plans.

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

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

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

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

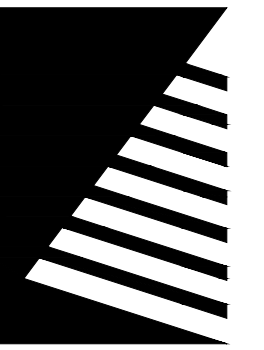
A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST COMER OF EMPIRE BUSINESS PARK SUBDIVISION IN THE CITY OF BLOOMINGTON, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 2007 AS DOCUMENT NO. 2007-1452 IN THE MCLEAN COUNTY RECORDER'S OFFICE. FROM SAID POINT OF BEGINNING, THENCE SOUTHEAST 621.41 FEET ALONG THE NORTHEAST LINE OF SAID LOT 1 TO A NORTHERLY LINE OF OUTLOT 10 IN EMPIRE BUSINESS PARK SIXTH ADDITION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2013 AS DOCUMENT NO. 2013-28745; THENCE NORTHEAST 95.50 FEET ALONG SAID NORTHERLY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-00" WITH THE LAST DESCRIBED COURSE; THENCE EAST 148.14 FEET ALONG SAID NORTHERLY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 210°-04'-02" WITH THE LAST DESCRIBED COURSE; THENCE SOUTH 556.33 FEET ALONG THE EAST LINE OF SAID OUTLOT 10 WHICH FORMS AN ANGLE TO THE RIGHT OF 270°-00'-00" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER THEREOF; THENCE WEST 34.82 FEET ALONG A SOUTHERLY LINE OF SAID OUTLOT 10 WHICH FORMS AN ANGLE TO THE RIGHT OF 270°-00'-00" WITH THE LAST DESCRIBED COURSE; THENCE SOUTH 667.19 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 89°-40'-58" WITH THE LAST DESCRIBED COURSE TO THE NORTH RIGHT-OF-WAY LINE OF F.A.P. 693 (ILLINOIS ROUTE 9) AS SHOWN ON A PLAT RECORDED AS DOCUMENT NO. 95-5258 IN SAID RECORDER'S OFFICE; THENCE EAST 498.32 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 94°-12'-01" WITH THE LAST DESCRIBED COURSE TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE LYING 60 FEET LEFT OF CENTERLINE STATION 172+06.24 ON SAID F.A.P. ROUTE 693; THENCE EAST 214.07 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 178°-05'-26" WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF THE WEST 355.15 ACRES OF SECTION 31 AS SHOWN IN PLAT BOOK 1 PAGE 282; THENCE NORTH 1984.47 FEET ALONG SAID EAST LINE OF THE WEST 355.15 ACRES OF SECTION 31 WHICH FORMS AN ANGLE TO THE RIGHT OF 88°-01'-36" WITH SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF OUTLOT 11 IN SAID EMPIRE BUSINESS PARK SIXTH ADDITION; THENCE WEST 595.78 FEET ALONG THE SOUTH LINE OF SAID OUTLOT 11 AND THE WESTERLY EXTENSION THEREOF WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-00" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHWESTERLY 676.61 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1002.00 FEET AND THE 663.83 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 160°-39'-19" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, EXCEPT OUTLOT 10 IN EMPIRE BUSINESS PARK SIXTH ADDITION.

Said property contains 36.72 acres, more or less.

Part of PIN: 15-31-300-020

EMPIRE BUSINESS PARK FIFTEENTH ADDITION

PART OF S.W. 1/4 SEC. 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

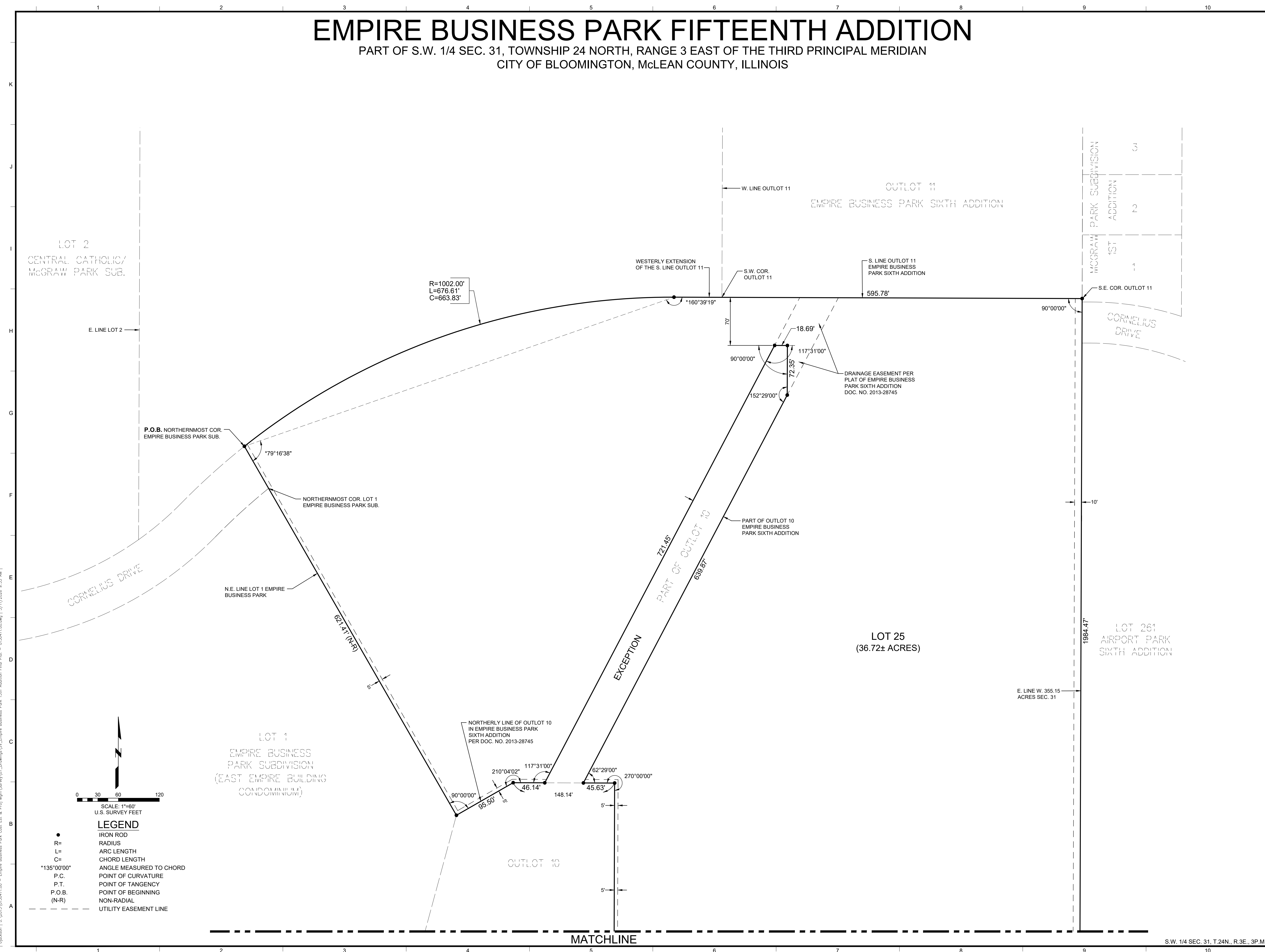


Farnsworth
GROUP

200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE DESCRIPTION:



PROJECT:
EMPIRE BUSINESS PARK
FIFTEENTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 3-11-26

Design/Drawn: DJM

Reviewed: KDV

Field Book No.: 3454-57

Project No.: 0130471.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1
of 2

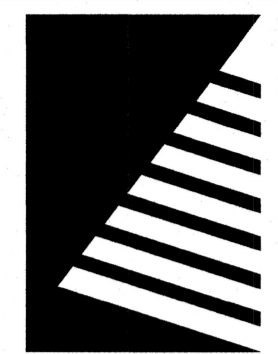
File No.: 24-9464

I:\opkdon\1_s\2013\0130471.00 - Empire Business Park East Est. & Proj Mgm\Survey\07_Drawings\SU_Empire Business Park 15th Addition Final Plat - 0130471.00.dwg | 3/11/2026 9:35 AM |

S.W. 1/4 SEC. 31, T.24N., R.3E., 3P.M.

EMPIRE BUSINESS PARK FIFTEENTH ADDITION

PART OF S.W. 1/4 SEC. 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth GROUP

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www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE: # DATE: DESCRIPTION:

MATCHLINE

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northernmost Corner of Empire Business Park Subdivision in the City of Bloomington, Illinois, according to the plat thereof recorded January 17, 2007 as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence southeast 621.41 feet along the Northeast Line of said Lot 1 to a Northerly Line of Outlot 10 in Empire Business Park Sixth Addition according to the plat thereof recorded November 20, 2013 as Document No. 2013-28745; thence northeast 95.50 feet along said Northerly Line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 148.14 feet along said Northerly Line which forms an angle to the right of 210°-04'-02" with the last described course; thence south 556.33 feet along the East Line of said Outlot 10 which forms an angle to the right of 270°-00'-00" with the last described course to the Southeast Corner thereof; thence west 34.82 feet along a Southerly Line of said Outlot 10 which forms an angle to the right of 270°-00'-00" with the last described course; thence south 667.19 feet along a line which forms an angle to the right of 89°-40'-58" with the last described course to the North Right-of-Way Line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in said Recorder's Office; thence east 498.32 feet along said North Right-of-Way Line which forms an angle to the right of 94°-12'-01" with the last described course to a point on said North Right-of-Way Line lying 60 feet left of Centerline Station 172+06.24 on said F.A.P. Route 693; thence east 214.07 feet along said North Right-of-Way Line which forms an angle to the right of 178°-05'-26" with the last described course to the East Line of the West 355.15 acres of Section 31 as shown in Plat Book 1 Page 282; thence north 1984.47 feet along said East Line of the West 355.15 acres of Section 31 which forms an angle to the right of 88°-01'-36" with said North Right-of-Way Line to the Southeast Corner of Outlot 11 in said Empire Business Park Sixth Addition; thence west 595.78 feet along the South Line of said Outlot 11 and the westerly extension thereof which forms an angle to the right of 90°-00'-00" with the last described course; thence southwesterly 676.61 feet along the arc of a curve concave to the southeast with a radius of 1002.00 feet and the 663.83 foot chord of said arc forms an angle to the right of 160°-39'-19" with the last described course to the Point of Beginning, except Outlot 10 in Empire Business Park Sixth Addition.

Said property contains 36.72 acres, more or less.

This property has been subdivided into 1 Lot, numbered 25, and easements as shown. Said Subdivision is to be known as "Empire Business Park Fifteenth Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, Community No. 170490 dated July 16, 2008.

Notes:

- This property is part of PIN 15-31-300-020.
- All easements shown hereon are hereby dedicate for public utility use unless otherwise shown.

Witness my hand and seal this 11th day of March, 2026.

FARNSWORTH GROUP, INC.
200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, IL 61704
By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 3-11-26
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION NO. 184-001856

Owner:
Deneen Brothers Farms, LLC
PO Box 1607
Bloomington, IL 61702

Attorney:
Elizabeth Megli
Livingston Barger
115 West Jefferson, Suite 400
Bloomington, IL 61701

School District:
Community Unit School District No. 5

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Empire Business Park Fifteenth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2026, 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 _____, 2026.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification 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 _____, 2026.

City Engineer
Bloomington, Illinois

PROJECT:
EMPIRE BUSINESS PARK
FIFTEENTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 3-11-26

Design/Drawn: DJM

Reviewed: KDV

Field Book No.: 3454-57

Project No.: 0130471.00

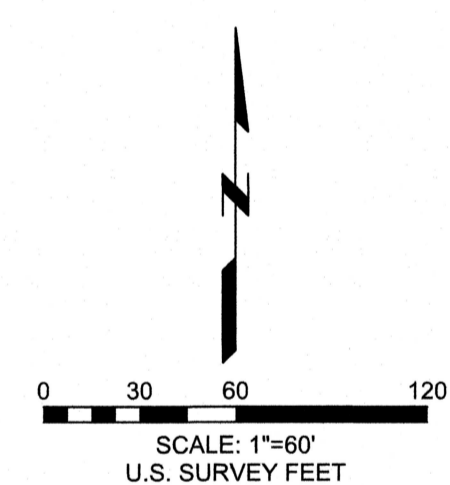
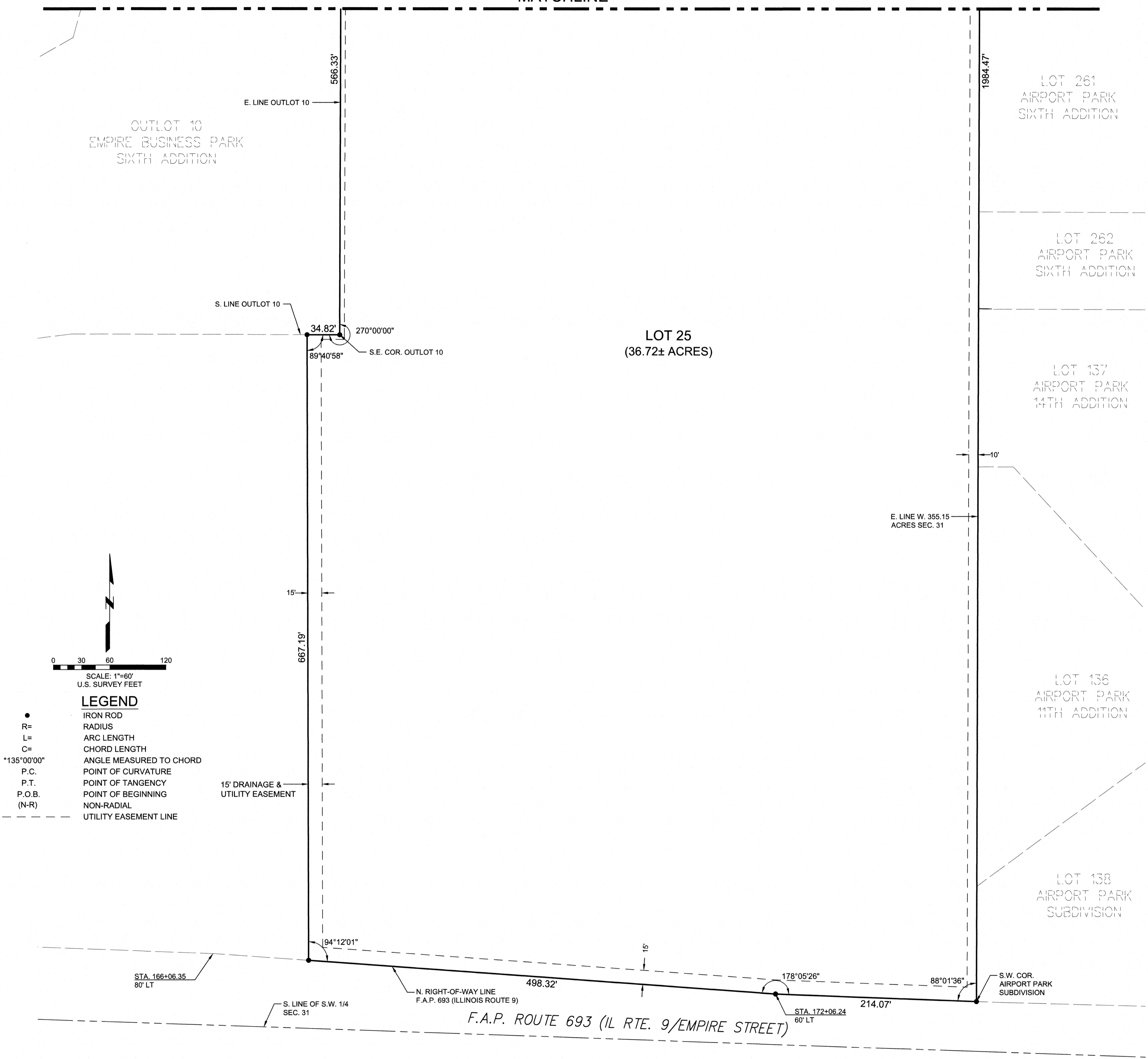
SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

2
of 2

File No.: 24-9464



LEGEND

- IRON ROD
- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- *135°00'00" ANGLE MEASURED TO CHORD
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.O.B. POINT OF BEGINNING
- (N-R) NON-RADIAL
- - - UTILITY EASEMENT LINE

15' DRAINAGE & UTILITY EASEMENT

I:\pelson\1_1\2013\0130471.00 - Empire Business Park 15th Addition Final Plat - 0130471.00.dwg | 3/11/2026 9:35 AM |

S.W. 1/4 SEC. 31, T.24N., R.3E., 3P.M.

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)
County of McLean)ss.
)

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

Now come(s) Deneen Brothers Farms, LLC, hereinafter referred to as "Petitioner(s)",
respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate thereof the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Final Plat for the subdivision of said property to be known and described as Empire Business Park Fifteenth Addition;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Empire Business Park Fifteenth Addition, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

(SIGNATURE) Matthew J. Deneen

Name: Matthew J. Deneen

Title: Manager, Deneen Brothers Farms, LLC

Date: March 9, 2026

EXHIBIT A
LEGAL DESCRIPTION

Description of Property

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northernmost Corner of Empire Business Park Subdivision in the City of Bloomington, Illinois, according to the plat thereof recorded January 17, 2007 as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence southeast 621.41 feet along the Northeast Line of said Lot 1 to a Northerly Line of Outlot 10 in Empire Business Park Sixth Addition according to the plat thereof recorded November 20, 2013 as Document No. 2013-28745; thence northeast 95.50 feet along said Northerly Line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 148.14 feet along said Northerly Line which forms an angle to the right of 210°-04'-02" with the last described course; thence south 556.33 feet along the East Line of said Outlot 10 which forms an angle to the right of 270°-00'-00" with the last described course to the Southeast Corner thereof; thence west 34.82 feet along a Southerly Line of said Outlot 10 which forms an angle to the right of 270°-00'-00" with the last described course; thence south 667.19 feet along a line which forms an angle to the right of 89°-40'-58" with the last described course to the North Right-of-Way Line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in said Recorder's Office; thence east 498.32 feet along said North Right-of-Way Line which forms an angle to the right of 94°-12'-01" with the last described course to a point on said North Right-of-Way Line lying 60 feet left of Centerline Station 172+06.24 on said F.A.P. Route 693; thence east 214.07 feet along said North Right-of-Way Line which forms an angle to the right of 178°-05'-26" with the last described course to the East Line of the West 355.15 acres of Section 31 as shown in Plat Book 1 Page 282; thence north 1984.47 feet along said East Line of the West 355.15 acres of Section 31 which forms an angle to the right of 88°-01'-36" with said North Right-of-Way Line to the Southeast Corner of Outlot 11 in said Empire Business Park Sixth Addition; thence west 595.78 feet along the South Line of said Outlot 11 and the westerly extension thereof which forms an angle to the right of 90°-00'-00" with the last described course; thence southwesterly 676.61 feet along the arc of a curve concave to the southeast with a radius of 1002.00 feet and the 663.83 foot chord of said arc forms an angle to the right of 160°-39'-19" with the last described course to the Point of Beginning, except Outlot 10 in Empire Business Park Sixth Addition.

PART OF PIN(S): 15-31-300-020

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 9th day of MARCH 2026, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

Part of PIN: 15-31-300-020 and 15-31-352-003

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of Empire Business Park Fifteenth Addition, to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct final plat of "Empire Business Park Fifteenth Addition" to the City of Bloomington, McLean County, Illinois as laid off in lots by Brent A. Bazan, Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Final Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 9th day of March 2026.

Owner:

Deneen Brothers Farms, LLC, an Illinois limited liability company,

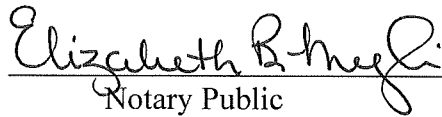
By: Matthew Deneen
Matthew Deneen,
~~Its President~~ Manager

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

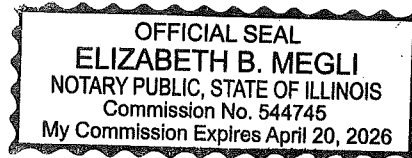
I, Elizabeth B. Megli, a Notary Public in and for the county and state aforesaid, do hereby certify that Matthew Deneen, the authorized Manager of Deneen Brothers Farms, LLC, an Illinois limited liability company, personally known to be one of the Managers of Deneen Brothers Farms, LLC, an Illinois limited liability company, authorized to act on its behalf and whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, with full power and authority to act, as and on behalf of Deneen Brothers Farms, LLC, an Illinois limited liability company.

Given under my hand and notarial seal this 9th day of March 2026



Notary Public

My commission expires 04/20/2026.



SCHOOL DISTRICT CERTIFICATE

This is to certify that the Deneen Brothers Farms, a limited liability company as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Empire Business Park Fifteenth Addition, to the best of my knowledge, is located within the boundaries of McLean County Unit District #5 Schools in McLean County, Illinois.

Dated this 10th day of March, 2026.

Deneen Brothers Farms, LLC, an Illinois limited liability company,

By: Elizabeth B. Megli
Elizabeth B. Megli
Its Attorney

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

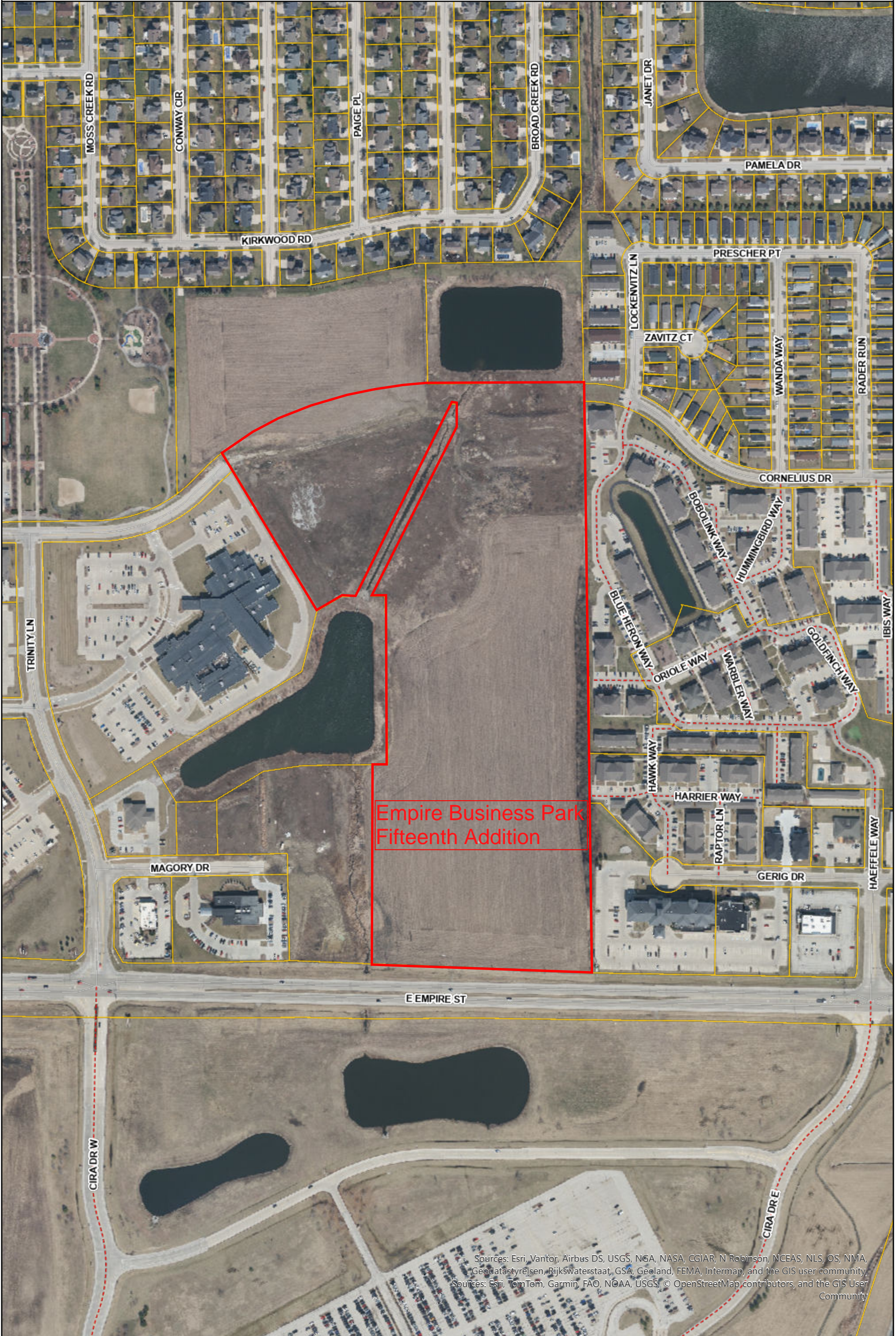
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Elizabeth B. Megli, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as her free and voluntary act.

Given under my hand and notarial seal this 10th day of March, 2026.

Julie Lynn Garrett
Notary Public

My commission expires 12-9-2026.





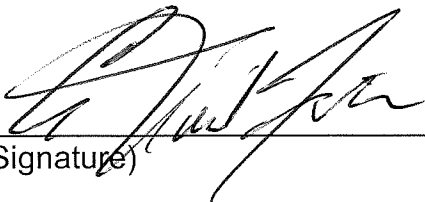
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community.
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

DRAINAGE STATEMENT

I, Charles Neil Finlen, Registered Professional Engineer, and Deneen Brothers Farms, LLC, being the owners of the premises heretofore platted by Brent Bazan Illinois Professional Land Surveyor No. 3715 to be and become the Empire Business Park Fifteenth Addition to the City of Bloomington, McLean County, Illinois do hereby certify 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, as Registered Professional Engineer, further certify that all or portions of the Empire Business Park Fifteenth Addition are NOT within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

REGISTERED PROFESSIONAL ENGINEER


(Signature)



OWNER


Matthew Deneen,

(Signature)



Consent Agenda Item No. 8.M.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the City Code to Update Terminology Regarding Persons with Disabilities, as well as Amending Chapter 29: Motor Vehicles and Traffic, to Update Accessible Parking Requirements and Enforcement for Persons with Disabilities, as requested by the Police Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: The City of Bloomington maintains regulations governing parking including provisions for spaces reserved for persons with disabilities. The City Code needs to be updated to align with the Illinois Vehicle Code's standards regarding disability parking credentials, recognition of out-of-state disability permits, enforcement authority, the prohibition of parking in access aisles, and uniform traffic-control signage including the required R78 accessible parking sign design.

To ensure consistency with State law and current terminology regarding persons with disabilities throughout the entire City Code, staff have prepared the proposed Ordinance to amend the City Code. The proposed Ordinance updates all occurrences of "handicap" or "handicapped" to "persons with disabilities," clarifies cross-references, incorporates State-mandated rules governing disability parking credentials, and updates Schedule XIII to reflect current naming and applicability requirements.

These updates are intended to modernize language throughout the Code, support accessibility initiatives, and ensure Bloomington's local regulations remain compliant with the Illinois Vehicle Code.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE CITY CODE TO UPDATE TERMINOLOGY REGARDING PERSONS WITH DISABILITIES, AS WELL AS AMENDING CHAPTER 29: MOTOR VEHICLES AND TRAFFIC TO UPDATE ACCESSIBLE PARKING REQUIREMENTS AND ENFORCEMENT FOR PERSONS WITH DISABILITIES

WHEREAS, the City of Bloomington ("City") maintains local regulations for stopping, standing, and parking within Chapter 29 of the City Code including provisions relating to parking spaces reserved for persons with disabilities; and

WHEREAS, the Illinois Vehicle Code requires municipalities to recognize disability license plates, parking decals, and devices issued by other jurisdictions, prohibits parking in access aisles, authorizes removal of unauthorized vehicles from designated accessible spaces, and imposes specific fines and enforcement mechanisms for misuse; and

WHEREAS, the Illinois Vehicle Code further requires adoption and use of uniform traffic-control devices including the R7-8 sign designating accessible parking, and prescribes statewide sign displays concerning fines, while allowing municipalities to indicate a locally imposed fine on signage; and

WHEREAS, City Code Article XVIII of Chapter 29 identifies on-street and other designated spaces reserved for persons with disabilities and should be updated to reflect current terminology, cross-references, and fines in line with State law.

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

SECTION 1. TERMINOLOGY UPDATE.

The City Code shall be amended so that all references to "handicap" or "handicapped" be updated to "persons with disabilities" or the equivalent of such given the way in which the term "handicap" or "handicapped" is used within the Code. The City Clerk is hereby directed to ensure the appropriate wording applicable to said changes is selected, updated, and the context of the sentences in which replacements are made maintain the same context.

SECTION 2. AMENDMENT TO § 29-1411 — SPACES FOR PERSONS WITH DISABILITIES; RELATED PARKING PROVISIONS.

A. The title of Section 29-1411 is amended to read:

"§ 29-1411. Spaces for Persons with Disabilities; Credentials; Use; Enforcement.

B. The existing Subsection G. shall be renumbered to become Subsection H.

C. A new Subsection G shall be added to read as follows:

“G. Any references to the use of license plate(s), decal(s), or card(s) issued to persons with disabilities in the above stated Subsections shall be governed by applicable State law.”

SECTION 3. ARTICLE XVIII, SCHEDULE XIII UPDATE — § 29-1813.

A. The title of Schedule XIII is amended to read:

“§ 29-1813. Schedule XIII: Parking Spaces for Persons with Disabilities on Streets, Municipally Owned Parking Lots, and Private Parking Lots.”

B. All references within Schedule XIII to § 29-1411 remain in effect and shall be read to incorporate the amended provisions of § 29-1411.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid, the remaining portions shall remain in full force and effect.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect after passage, approval, and publication in pamphlet form as provided by law.

PASSED this 23rd day of March 2026.

APPROVED this ___ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Consent Agenda Item No. 8.N.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance (1) Amending an Intergovernmental Revenue Sharing Agreement Between the County of Mclean, the City of Bloomington, and the Town of Normal to Temporarily Suspend Revenue Payments for Three-Months and (2) Amending Chapter 39 of the City Code Regarding the Payments, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The County, City, and Town are parties to an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 ("IGA") whereby the City and the Town share a portion of their Home Rule Sales Tax revenues ("Pledged Revenue") with the County for the purpose of supporting the County's efforts in addressing mental health needs and improving public safety infrastructure and services. The IGA sets forth the specific and limited purposes for which the Pledged Revenues may be used. These funds have been used to create the Mental Health and Public Safety Fund ("MHPSF").

The County, City, and Town are currently engaged in discussions concerning potential amendments to the terms of the 2016 IGA and, in light of these circumstances, the City and the Town have requested that their revenue sharing obligations be temporarily suspended for a period of three months (April, May, and June of 2026). In a demonstration of good faith, the County has agreed to temporarily suspend the obligations of the City and the Town, which are set forth in the proposed Agreement to Amend.

In addition, if the proposed Ordinance is approved, City Code § 39-1104 [Ch. 39, Sec. 133] Disposition of Certain Proceeds will be amended to align with the three-month suspension, and, therefore, further empower the City Council to spend the saved money in line with the spirit of the original agreement and rational for the tax.

Community Groups/Interested Persons Contacted:

Financial Impact: The McLean County Board and Normal City Council have already approved the suspension. If the City Council approves, the revenue sharing obligations will be temporarily suspended for a period of three months (April, May, and June of 2026). This suspension will impact the FY 2026 Mental Health Expenditure budget. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 318.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - 2016 Shared Sales Tax IGA
3. Ordinance - Exhibit B - Agreement to Amend the 2016 IGA

ORDINANCE NO. 2026 - _____

AN ORDINANCE (1) AMENDING AN INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL TO TEMPORARILY SUSPEND REVENUE PAYMENTS FOR THREE-MONTHS; AND (2) AMENDING CHAPTER 39 OF THE CITY CODE REGARDING THE PAYMENTS

WHEREAS, the City of Bloomington, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into agreements; and

WHEREAS, the City, the County of McLean ("County"), and the Town of Normal ("Town") are parties to an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 ("IGA"; "Exhibit A"); and

WHEREAS, the IGA commits both the City and the Town to share a portion of their Home Rule Sales Tax revenues ("Pledged Revenue") with the County for the purpose of supporting the County's efforts in addressing mental health needs and improving public safety infrastructure and services; and

WHEREAS, the City, the County, and the Town are currently engaged in discussions concerning potential amendments to the terms of the 2016 IGA; and

WHEREAS, in light of these circumstances, the City and the Town have requested that their revenue sharing obligations be temporarily suspended for a period of three months (April, May, and June of 2026); and

WHEREAS, in a demonstration of good faith, the County has agreed to temporarily suspend the obligations of the City and the Town, as set forth in the proposed Agreement to Amend ("Exhibit B"); and

WHEREAS, the City Council approves the proposed Agreement to Amend in the best interest of the City.

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

SECTION 1. The above-stated recitals are incorporated herein by reference.

SECTION 2. That the Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal Temporarily Amending the Intergovernmental Revenue Sharing Agreement of 2016, attached hereto as Exhibit B, is hereby approved, and the Mayor is authorized to execute said Agreement on behalf of the City. The City Clerk is authorized to attest to same.

SECTION 3. That Bloomington City Code § 39-1104 shall be amended to read as follows:

§ 39-1104 [Ch. 39, Sec. 133] Disposition of Certain Proceeds

The City shall distribute 10% of the net proceeds collected after June 30, 2016, from the 2.5% rate under § 39-1101 to the County of McLean for purposes of mental health and public safety in accordance with an intergovernmental agreement to be entered into between the Town of Normal, the City of Bloomington, and the County of McLean for such purposes. For the purpose of this section, "net proceeds" means the amount of the tax collected under § 39-1101 and remitted to the City by the Department of Revenue.

Notwithstanding the foregoing, the City's obligation to remit such proceeds shall be temporarily suspended for a period of three (3) months beginning May 1, 2026. During this suspension period, no remittance shall be required while this suspension is in effect, the City Council shall determine the use of the net proceeds that would have otherwise been remitted to the County. Such determinations shall align with the City's policy priorities and needs. The City shall resume remittances in accordance with the terms of the Agreement following the expiration or termination of the suspension period.

During the suspension period, the City agrees to use the Pledged Revenues normally required under Article 2 of the Agreement exclusively for community behavioral health initiatives, services and programs consistent with the McLean County Mental Health Action Plan 2022 Update and any updates, including programs explicitly designed to address behavioral health by providing supportive housing, improving access to behavioral health services in underserved neighborhoods, or reducing environmental stressors.

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

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6 of the Illinois Constitution, 1970.

SECTION 6. This Ordinance shall be in full force and effect immediately after its passage and approval in the manner required by law.

PASSED this 23rd day of March 2026.

APPROVED this ___ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Intergovernmental Revenue Sharing Agreement

**Between the
County of McLean,
the City of Bloomington, and
The Town of Normal**

This agreement is dated April 1, 2016 and is between the COUNTY OF McLEAN ("County"), the CITY OF BLOOMINGTON ("City"), and the TOWN OF NORMAL ("Town").

WHEREAS, the United States Department of Justice, through a subdivision thereof known as the National Institute of Corrections evaluated the growing number of citizens from our community who suffer from mental illness who find themselves interacting with our community's criminal justice system; and

WHEREAS, the National Institute of Corrections issued two reports on the matter. The first, technical report No. 13J1032 titled *Options & Opportunities* on January 6, 2013, and the second, technical assistance report No. 13J1069 titled *Jail Mental Health Design and Programming* on July 23-26, 2013; and

WHEREAS, the aforementioned reports found that "publicly funded mental health facilities have closed permanently and/or access to outpatient treatment has been reduced to the point where many people have lost access to vitally needed services. As a result, many people suffering from mental illness are incarcerated for the first time and many others are re-incarcerated following stable community living"; and

WHEREAS, technical assistance report No. 13J1069 indicated that "jails have become the primary safety net for people suffering from mental illness. This further exacerbates community barriers causing mentally ill stigma by the added title 'criminal' to these already 'left-out' community members"; and

WHEREAS, the aforementioned reports found that the McLean County Adult Detention Facility ("MCDF") was not designed for nor is it adequately staffed to manage this growing population of mentally ill; and

WHEREAS, specific to our community, the U.S. Department of Justice found that the “current local community mental health delivery system is ineffective in significantly reducing suffering of its citizens or in reducing mentally ill involvement in the criminal justice system. It is clearly unable to provide timely or adequate levels of services to meet the needs of the community without significant changes and determined commitment among government officials and community leaders”; and

WHEREAS, acknowledging this great need of the community, and in an effort to protect and provided necessary services to our citizens, government officials and community leaders convened two interagency, public-private workgroups. These workgroups identified the long-term objective and necessity to “create a community-wide commitment to diversified funding for Mental Health Services”; and

WHEREAS, in an effort to meet that stated necessity, the Town of Normal, City of Bloomington and County of McLean endeavored to provide the funds necessary to achieve such a worthy long-term objective; and

WHEREAS, the Town of Normal and City of Bloomington are home rule units of government and, as such, Article 7, Section 6(a) of the Constitution of the State of Illinois of 1970 provides them the authority to “exercise any power and perform any function pertaining to its government and affairs including” the power “to tax”; and

WHEREAS, sections 8-11-1 and 8-11-5 of the Illinois Municipal Code allow the Town of Normal and the City of Bloomington to impose a Home Rule Retailer occupation Tax and a Home Rule Service Occupation Tax, respectively; and

WHEREAS, neither State statute nor the Illinois Constitution restricts the Town of Normal nor the City of Bloomington from pledging to share with the County a portion of tax revenue received under sections 8-11-1 or 8-11-5 of the Illinois Municipal Code; and

WHEREAS on September 8, 2015, the Town of Normal found that it is in the best interests of the health, safety, and welfare of the citizens of the Town of Normal to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental-health services; and

WHEREAS, the Town of Normal by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS on September 21, 2015, the City of Bloomington found that it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental health services; and

WHEREAS, the City of Bloomington by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government have the authority to contract or otherwise associate among themselves to obtain or share services and exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act (found at 5 ILCS 220/1 *et seq.*), any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

The parties agree as follows:

Article 1. Definitions, Purpose, and Term

Section 1-1. Definitions. As used in this agreement:

“City Rate Ordinance” means City Ordinance, No. 2105-62, passed on September 21, 2015

“Home Rule Sales Tax” means (i) for the Town, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Section 25.9-1 of the Municipal Code of the Town of Normal, 1969 and (ii) for the City, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Chapter 39, Section 130 of the Bloomington City Code.

“IDOR” means the Illinois Department of Revenue.

“Net Tax Proceeds” means the Home Rule Sales Tax proceeds remitted to the Town or City by IDOR under Division 11 of Article 8 of the Illinois Municipal Code from its collection of the Town’s or City’s Sales Tax.

“Pledged Revenue” means the portion of the Net Tax Proceeds remitted to the County by the Town and by the City under Article 2 of this Agreement.

“Town Rate Ordinance” means Town Ordinance, No. 5596, passed on September 8, 2015

Section 1-2. Purpose and intent.

(a) The purpose and intent of this agreement is to memorialize the commitment that the City and Town have made to provide the County with revenues collected from the Town and City’s Home Rule Sales Tax for the County to use solely for the purposes of mental health and public safety. The amount of revenues provided to the County are specified in the City Rate Ordinance and the Town Rate Ordinance and set forth below.

(b) The County agrees to use these revenues exclusively for mental health and public safety purposes as more particularly described in Article III.

Section 1-3. Term. The term of this agreement begins on April 1, 2016 and continues through May 31, 2036.

Article 2. City and Town Obligations

Section 2-1. Payment of Pledged Revenues.

(a) Each month, the City and the Town will pay to the County the Pledged Revenue, as calculated under Section 2-2.

(b) The Pledged Revenue must be remitted within 30 days after the date that the City or the Town receives the Net Tax Proceeds from IDOR.

(c) The obligation of the City or the Town to begin to remit the Pledged Revenue begins on the first month that the City or the Town receives the Net Tax Proceeds from IDOR of Home

Rules Sales Taxes collected at the 2.5% rate. (The parties estimate that the City and the Town will receive these proceeds beginning in April of 2016.) The obligation of the City or the Town to remit the Pledged Revenue continues until that municipality has made a total of 240 monthly payments.

Section 2-2. Calculation of Pledged Revenues.

(a) The parties intend that the amount of the Pledged Revenue remain proportionate to the distribution to the County set forth in the City Rate Ordinance and in the Town Rate Ordinance, which is 10% of the Net Tax Proceeds collected at a rate of 2.5%.

(b) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at the tax rate of 2.5%, then the amount of the Pledged Revenue for that municipality for that month is 10% of the Net Tax Proceeds received by the municipality for that month.

(c) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at a rate other than 2.5%, then the amount of the Pledged Revenue for that municipality for that month is identified in Schedule A attached to this Agreement.

Section 2-3. Changes in Law or Circumstances. The parties agree to negotiate in good faith to amend this agreement accordingly if any of the following occur:

(1) Due to State or federal law, administrative regulations, or referendum, the Town's or the City's ability to impose or receive Home Rule Sales Tax is materially altered; or

(2) There is a material decrease in the County's need for future Pledged Revenues for the expenses set forth in Section 3-2.

Section 2-4. Reduction in Tax Rate.

(a) The parties acknowledge that the County has incurred debt obligations in anticipation of receiving the Pledged Revenue under this agreement.

(b) If, for any reason other than those set forth in Section 2-3, the City or the Town reduces the rate of this Home Rule Sales Tax to a rate of 1.5% or less, then the parties agree to negotiate in good faith to amend this agreement for the purpose of providing funding to the County to assist in the repayment of the County's bond obligations incurred in reliance on this Agreement.

(c) The reduction of a rate under this Section does not relieve the City or Town from providing Pledged Revenues until the Net Tax Proceeds collected on the rate of 1.5% or lower are remitted to the City or Town.

(d) The City or Town will provide the County with advanced notice, as soon as practical, of any intention to reduce the Home Rule Sales Tax rate to an amount of 1.5% or less.

Section 2-5. No obligation to remit other tax proceeds. Nothing in this Agreement obligates the City or the Town to remit to the County any tax proceeds or any other moneys disbursed by IDOR or by the State other than the Home Rule Sales Tax.

Article 3. County Obligations

Section 3-1. Pledged Revenues maintained in separate fund.

(a) During the term of this agreement, the County shall maintain a fund, separate from its other funds, known as the County Special Mental Health and Public Safety Fund.

(b) The County must deposit the Pledged Revenue into the Fund and may not deposit any other monies from any source other than the Pledged Revenue into the Fund.

(c) The County may use monies from the Fund only for the purposes set forth in Section 3-2.

Section 3-2. Use of Pledged Revenues. The County may use the Pledged Revenue only for the following purposes:

(a) Debt service relating to expansion and renovation of the McLean County Law & Justice Center Detention Facilities.

(b) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services.

(c) Community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan, including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.

Section 3-3. Budgeting of Pledged Revenues. The County shall budget the Pledged Revenue through its normal and customary budgeting process. During the process of budgeting the Pledged Revenue, the County shall seek the advice of the McLean County Behavior Health Coordinating Council (MCBHCC) which is described in the McLean County Behavioral Health Action Plan. The Town and the City shall nominate one representative, each, to the MCBHCC. The McLean County Board agrees to appoint those nominated by the Town and the City to the MCBHCC.

Section 3-4. Reporting. During the term of the agreement, the County shall provide to the City and Town a financial report upon request and annually providing information on disbursements made from the County Special Mental Health and Public Safety Fund, including type of utilization as outlined in Article III and identification of funded initiatives as outlined in this Article.

Article 4. Default and Remedies

Section 4-1. Default by City or Town. Any of the following acts or omissions by the City or Town constitutes a default:

(a) Failure to remit pledged revenue to the McLean County Treasurer in accordance with the provisions of this Agreement.

(b) Any other failure on the part of the Town or City to comply with the terms of this Agreement.

Section 4-2. Default by County. Any of the following acts or omissions by the County constitutes a default:

(a) Use of Pledged Revenue for any purpose inconsistent with the terms and conditions of this Agreement.

(b) Any other failure on the part of the County to comply with the terms and conditions of this Agreement.

Section 4-3. Notice and opportunity to cure. Any party asserting a default against another party shall deliver written notice to that party of the nature of the alleged default and shall demand performance. The party asserting default may resort to the remedies under Section 4-4 if, within 45 days after the delivery of the default notice, the defaulting party has failed to cure the default in accordance with the demand set forth in the notice.

Section 4-4. Remedies. If, within 45 days after delivery of a default notice under Section 4-3, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

Article 5. General Provisions

Section 5-1. Amendment. This Agreement may be amended only by the mutual consent of all parties provide through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

Section 5-2. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the parties hereto. No provision of this Agreement shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person a

third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 5-3. Assignability. The parties may not assign this agreement or any right or obligation thereunder without prior written consent of all the parties, which shall not be unreasonably withheld.

Section 5-4. Integration. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter.

Section 5-5. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, that provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

Section 5-6. Applicable Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

Section 5-7. Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid. Notices shall be delivered as follows or to any replacement parties as may from time to time be identified by written notice.

To the City:
City of Bloomington
Attention: City Manager
109 E. Olive Street
Bloomington, IL 61701

To the Town:
Town of Normal
Attention: City Manager
11 Uptown Circle
Normal, IL 61761

To the County:
McLean County
Attention: County Administrator
115 E. Washington Street, Suite 401
Bloomington, IL 61701

[Remainder of page intentionally blank]

The parties are signing this agreement as of the date set forth in the introductory clause.

<p>City of Bloomington</p> <p>By: <u>Toni Perun</u> Mayor</p> <p>ATTEST:</p> <p>By: <u>Carlye Sims</u> City Clerk</p>	<p>County of McLean</p> <p>By: <u>John McJannet</u> County Board Chairman</p> <p>ATTEST:</p> <p>By: <u>Kathy Michael</u> County Clerk</p>
<p>Town of Normal</p> <p>By: <u>Christopher Kos</u> Mayor</p> <p>ATTEST:</p> <p>By: <u>Wendell J. Bygg</u> Town Clerk</p>	

SCHEDULE A

Home Rule Sales Tax Rate	Amount of Pledged Revenue
1.50% or below 1.50%	To be determined
1.75%	14.28% of Net Tax Proceeds
2.00%	12.50% of Net Tax Proceeds
2.25%	11.11% of Net Tax Proceeds
2.50%	10% of Net Tax Proceeds
2.75%	9.09% of Net Tax Proceeds
3.00%	8.33% of Net Tax Proceeds
3.25%	7.69% of Net Tax Proceeds
3.50%	7.14% of Net Tax Proceeds
3.75%	6.66% of Net Tax Proceeds
4.00%	6.25% of Net Tax Proceeds
4.25%	5.88% of Net Tax Proceeds
4.50%	5.55% of Net Tax Proceeds
4.75%	5.26% of Net Tax Proceeds
5.00%	5.00% of Net Tax Proceeds
5.25%	4.76% of Net Tax Proceeds
5.50%	4.54% of Net Tax Proceeds
5.75%	4.34% of Net Tax Proceeds
6.00%	4.16% of Net Tax Proceeds

**AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF
BLOOMINGTON, AND THE TOWN OF NORMAL TEMPORARILY AMENDING THE
INTERGOVERNMENTAL REVENUE SHARING AGREEMENT OF 2016**

WHEREAS, the County of McLean ("County"), the City of Bloomington ("City"), and the Town of Normal ("Town") (collectively, the "Parties") entered into an Intergovernmental Revenue Sharing Agreement on April 1, 2016 ("Agreement"), wherein the City and Town dedicated a portion of their Home Rule Sales Tax revenues (the "Pledged Revenues") to the County for mental health and public safety purposes; and

WHEREAS, the Parties are currently engaged in discussions concerning potential further amendments to the terms of the Agreement and, in light of these circumstances, the City and the Town have requested that their revenue sharing obligations be temporarily suspended for a period of three months; and

WHEREAS, in a demonstration of good faith, the County agrees to temporarily suspend the obligations of the City and the Town, which are set forth under Section 2-1 of the Agreement and require the City and the Town to remit to the County the Pledged Revenues.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Term.** This Amendment to the Agreement shall become effective April 1, 2026, following the adoption by each Party of an ordinance or resolution approving this Amendment. The adoption by each Party of such an ordinance or resolution shall be a condition precedent to the validity and enforceability of this Amendment, in accordance with Section 5-1 of the Agreement.

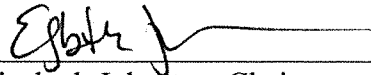
The term of this Amendment shall be for a period of three (3) months, expiring automatically on July 1, 2026.

2. **Amendment.** The terms of the Agreement shall be amended as follows:
 - a. Notwithstanding any provision of the Agreement to the contrary, the obligations of the City and the Town under Section 2-1 of the Agreement, as it relates to the remittance of the Pledged Revenue, shall be suspended during the term of this Amendment and no default or breach shall be deemed to occur as a result of such nonpayment.
 - b. Under Section 2-1(c) of the Agreement, the obligation of the City or the Town to remit the Pledged Revenue continues until that municipality has made a total of 240 monthly payments. The Parties hereby agree that the three (3) month period of nonpayment covered by this Amendment shall be counted toward that 240-month total, and the payments which would otherwise be due for the months of April, May, and June of 2026 are hereby waived and shall not be deferred, accrued, or required to be made up at any later time.
3. **Termination of Suspension Period; Submission to Judgment.** Upon the expiration of this Amendment, which will occur automatically on July 1, 2026, both the City and the Town shall recommence with the remittance of the Pledged Revenues in accordance with the Agreement as if no suspension had occurred. If either municipality fails to recommence remittance of the Pledged Revenues, then all amounts that would have been remitted but for

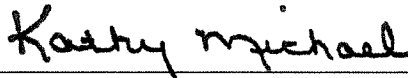
the April–June 2026 suspension shall become immediately due and payable. To secure this obligation in the event of a breach under this section, the City and the Town each hereby irrevocably agree to appear before any court of competent jurisdiction and submit to judgment in favor of the County for such amounts, plus reasonable attorneys’ fees and costs. This submission applies only to enforcing the obligation to resume remittance of the Pledged Revenues following the expiration of this Amendment and is conditioned upon the receipt of written notice of default allowing ten (10) business days to cure.

4. **Entire Amendment and No Waiver of Rights.** All terms, conditions, rights, and obligations imposed under the Agreement, except those expressly amended herein, shall remain unchanged and in full force and effect during the term of this Amendment.
5. **Counterparts.** This Amendment to the Agreement may be executed in counterparts.

McLEAN COUNTY

By: 
Elizabeth Johnston, Chair

ATTEST:


Kathy Michael, Clerk

CITY OF BLOOMINGTON

By: _____
Dan Brady, Mayor

ATTEST:

Leslie Yocum, Clerk

TOWN OF NORMAL

By: _____
Chris Koos, Mayor

ATTEST:

Angie Hounker, Clerk



Regular Agenda Item No. 9.A.

For City Council: March 23, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Authorizing the Execution of an Amended Redevelopment Agreement by and between the City of Bloomington, Illinois, and UEP Bloomington, LLC, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 6. Prosperous Downtown Bloomington

Objective 6c. Downtown becoming a community and regional destination

Objective 6e. Preservation of historic buildings

Background: In April 2025, the City of Bloomington entered into a Redevelopment Agreement with UEP Bloomington LLC (“Developer”) for the rehabilitation and conversion of the former State Farm Fire Building (located at 112 E. Washington St. in Downtown Bloomington) into a mixed-use development including residential units, restaurant and commercial space and supporting amenities. The project is intended to return a historically significant downtown building to productive use while adding housing and commercial activity to the area.

Since approval of the agreement, the Developer has requested an amendment due to changing market conditions which have necessitated the need to build out the project in 2 stages with a potential four-month window between the end of phase 1 and the beginning of phase 2. The developer has also purchased the dilapidated former Park Plaza Garage/Auto Hotel with plans to rehabilitate the structure and provide some public parking as part of the project and is requesting a four month IF Bridge loan of \$600,000 if the company is unsuccessful in obtaining Historic Tax Credits as part of its financing. The loan, if issued, would be backed by a personal guarantee by the owner, a mortgage on the property and repaid through TIF increment from the property if not repaid by the due date.

The developer has submitted complete construction plans for the project. The proposed amendment would revise the agreement as follows:

- **Phase 1A – GJ Lofts Phase 1 (\$42M):** July 2026–July 2027. Includes 57 apartments, ground-floor commercial space including Starbucks, a top-floor restaurant, and core infrastructure supporting the full project.
- **Phase 1B – Garage Rehabilitation (\$2M):** April–July 2027. Rehabilitation of the Park Plaza garage at 112 E. Jefferson Street, which has fallen into disrepair and been closed, restoring approximately 91 parking spaces and one retail space.
- **Phase 2 – GJ Lofts Phase 2 (\$27M):** November 2027–October 2028. Includes a food hall, additional retail and restaurant space, and approximately 126 apartments.
- **Public Parking.** The amendment requires public daytime parking on the first floor of the

rehabilitated Park Plaza garage.

- **Temporary Bridge Loan.** Authorizes a four-month bridge loan if the Developer does not receive State Historic Tax Credits of up to \$600,000, payable on July 1, 2027. The loan would be funded primarily from Downtown TIF funds, with any remaining balance temporarily advanced from the General Fund.
- **Historic Tax Credit Requirement.** The Developer must apply for Historic Tax Credits during three upcoming application rounds before any City loan could be issued. If credits or other grant funding are awarded, the City loan will not be issued or will be reduced accordingly.
- **Loan Terms and Security.** The loan must be repaid within approximately four months and would accrue 5% interest only if not repaid by the due date. It would be secured by a personal guarantee from the company's owner and a lien on the project property.
- **TIF Protection.** Although the agreement allows 92% of project-generated TIF increment to be reimbursed to the Developer, those funds would first be placed in a subaccount and applied to repayment of the bridge loan if necessary.
- **Coachman Lot Removal.** The amendment removes the previously contemplated redevelopment of the Coachman Lot from the agreement.
- **Phase Milestones.** No more than four months may occur between completion of Phase 1A and the start of Phase 2. Missing deadlines constitutes a material default.

Community Groups/Interested Persons Contacted:

Financial Impact: If the Item is approved, the Developer must apply for Historic Tax Credits during the three upcoming application rounds before any City loan can be issued. If credits or other grant funding are awarded, the City loan will not be issued or will be reduced accordingly. Approval authorizes a City bridge loan if the Developer does not receive State Historic Tax Credits of up to \$600,000, expected to be outstanding for approximately four months. The loan would be funded primarily from Downtown TIF funds, with any remaining balance temporarily advanced from the General Fund. The loan must be repaid within approximately four months and would accrue 5% interest only if not repaid by the due date. It would be secured by a personal guarantee from the company's owner and a lien on the project property. Although the agreement allows 92% of the project-generated TIF increment to be reimbursed to the Developer, those funds would first be placed in a sub-account and applied to repayment of the bridge loan if necessary.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - UEP Amendment
3. Ordinance - Exhibit B - UEP Amendment - Insertions and Deletions

ORDINANCE NO. 2026 - ____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
BLOOMINGTON, ILLINOIS, AND UEP BLOOMINGTON, LLC**

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate matters concerning its local government and affairs, including the disposition of property interests held by it; and

WHEREAS, on or about April 14, 2025, via Ordinance No. 2025-027, City Council approved a Redevelopment Agreement ("Agreement") with UEP Bloomington, LLC ("Developer"); and

WHEREAS, the Agreement was for the redevelopment of the former State Farm Fire Building, commonly referred to as the "Old State Farm Building" ("Building") located at 112 East Washington Street, Bloomington, Illinois (collectively referred to as the "Project"); and

WHEREAS, the Project involves the rehabilitation and reuse of the Building, a long-standing and historically significant downtown structure that has remained underutilized, and the City desires to facilitate its redevelopment and return to productive use; and

WHEREAS, the City has identified a need to increase the supply of housing within the community and found that the redevelopment of the Project will add a significant number of new residential units to the local housing inventory; and

WHEREAS, redevelopment of the property will also advance ongoing downtown revitalization efforts by adding residential units, activating ground-floor commercial space, and supporting surrounding businesses; and

WHEREAS, since the Agreement was executed, the Developer has indicated that changing market conditions, including financing and construction cost pressures, make it impractical to construct the entire project simultaneously as originally contemplated under the Agreement; and

WHEREAS, the Developer has proposed a phased development approach in which Phase I will include construction of most of the building infrastructure necessary to support the future Phase II build-out, notwithstanding that Phase I will contain fewer residential units than originally planned; and

WHEREAS, the City finds that allowing the Project to proceed in phases, while requiring installation of core infrastructure during Phase I, supports the long-term completion of the full redevelopment; and

WHEREAS, the Developer has continued to advance the Project by submitting construction plans, obtaining required approvals, identifying commercial tenants, and acquiring the adjacent parking structure necessary to support the development; and

WHEREAS, the Developer requested additional City financial participation, which through negotiation, has been reduced from \$2,480,000 to \$600,000, structured as a short-term bridge loan anticipated to be outstanding for approximately four months; and

WHEREAS, the bridge loan would be funded primarily from available Tax Increment Financing

("TIF") funds, with any remaining balance temporarily advanced from the City's General Fund; and

WHEREAS, the Redevelopment Agreement currently provides that 92% of Incremental Taxes generated by the Project are to be reimbursed to the Developer, but under the proposed amendment, such Incremental Taxes will first be deposited into a designated subaccount and applied to repay the bridge loan if the Developer fails to repay the loan when due; and

WHEREAS, the Developer will be required to apply for State Historic Tax Credits, and the bridge loan will only be necessary if the Developer does not receive such credits during each of the three available application rounds prior to any loan disbursement; and

WHEREAS, the City finds that the proposed amendment provides additional financial safeguards, repayment protections, and performance requirements beyond those included in the original Redevelopment Agreement; and

WHEREAS, the proposed Amended Redevelopment Agreement (Exhibit A), and a version showing the proposed changes to the Original Agreement (Exhibit B) with additions underlined and deletions stricken through are attached.

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

SECTION 1. That the recitals set forth above are incorporated herein.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the proposed Amended Redevelopment Agreement (Exhibit A), and all other necessary documents to complete the transaction.

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

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

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

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

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Yocum, City Clerk

**AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
BLOOMINGTON, ILLINOIS AND UEP BLOOMINGTON LLC.**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2026, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), UEP Bloomington LLC, an Illinois limited liability company (the “*Developer*”), and amended the ____ day of _____ 2026.

PREAMBLES

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

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

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

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, after giving all required notices, conducting a public hearing and making all findings of fact required by law, the Corporate Authorities, through Ordinance Nos. 2024-055, 2024-056 and 2024-057, adopted July 22, 2024, approved a redevelopment project and plan (the "*Redevelopment Plan*"), designated the "Downtown Redevelopment Project Area" (the "*Project Area*"), and adopted tax increment financing of redevelopment project costs incurred within the Project Area pursuant to the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the Old State Farm Building, commonly known as 112 East Washington Street, Bloomington, Illinois, and identified by parcel index number 21-04-334-007 (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Subject Property is registered on the National Register of Historic Places and the Developer is expecting to utilize Federal Historic Preservation Tax Credits and, potentially, State of Illinois Historic Preservation Tax Credits and will be complying with all historic preservation requirements included in that process; and

WHEREAS, the Developer wishes to develop the Subject Property into a mixed-use community consisting of: a food court consisting of three (3) food type retailers and a commercial retail on the first floor; a high-end restaurant on the thirteenth floor; and one-hundred and eighty three (183) apartment units consisting of eleven (11) studio apartments, one-hundred fifty-nine (159) 1-bedroom apartments, and thirteen (13) 2-bedroom apartments, including certain exterior revisions and interior demolition to further those ends (collectively, the “Project”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from monies and revenues available to the City, including from the City’s general fund and via tax increment generated within the City’s Downtown Redevelopment Project Area, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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

Section 1. Incorporation of Recitals.

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

Section 2. Obligations of the Developer.

A. On or before May 31, 2025, Developer shall submit to the City for Historic Preservation Commission approval and later building department and related approvals, construction plans

for the exterior revisions to the Subject Property needed for the Project. On or before June 20, 2025, the Developer shall submit to the City for its approval, detailed final construction plans to develop the Subject Property into the Project. The foregoing provisions are subject to exceptions for retail and restaurant builds to be specified by future tenants and any later new construction plans or revisions necessitated by historic preservation requirements or other details further learned about the Subject Property.

B. Within **sixty (60) days after the Developer provides Proof of Project Financing** pursuant to Section 2(D), as amended herein, the Developer shall have addressed all outstanding plan review comments and obtained all necessary permits related to the construction of **Phase 1A** of the Project. For **Phase 2**, within sixty (60) days after Phase 2 permit submittals are deemed complete by the City's Building Safety Division, the Developer shall have addressed all outstanding plan review comments and obtained all necessary permits related to Phase 2, subject to reasonable City review timelines and historic preservation requirements. Notwithstanding anything herein to the contrary, permits and plan review for the restaurant, food court, and retail space(s) are not subject to the foregoing schedule.

C. On or before August 1, 2025, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois.

D. On or before **April 15, 2026**, the Developer shall provide proof of Project financing to the City (the "**Proof of Project Financing**"). Proof of Project Financing shall mean written evidence, in form and substance reasonably acceptable to the City Manager or the City Manager's designee, demonstrating that the Developer has secured financing sufficient to timely complete **Phase 1A**, including, without limitation:

- (i) executed loan commitments or binding term sheets;
- (ii) evidence of required equity contributions to have been made by such date;
- (iii) evidence of any required guaranties; and
- (iv) an anticipated financing closing schedule.

Failure to provide Proof of Project Financing by April 15, 2026 shall constitute grounds for termination of the Agreement at the City's election.

E. The Developer covenants and agrees to substantially complete the redevelopment of the Project and obtain certificates of occupancy for all residential spaces on or before December 31, 2028 (the "Occupancy Deadline"), unless delayed by Force Majeure as described in Section 10. Should Developer be unable to meet the Occupancy Deadline, the City Manager or their designee may extend the Occupancy Deadline by a period of up to twelve (12) months, upon written request by the Developer no less than thirty (30) days ahead of the Occupancy Deadline, pursuant to Section 17, Notices, of this Agreement.

F. Upon closing of the project financing, Developer shall execute a mortgage on the Subject Property in favor of the City, in the amount of \$641,415.35, in a commercially reasonable form. The City shall release such mortgage upon the Developer obtaining certificates of occupancy for all residential spaces on or before the Occupancy Deadline (including as may be extended). The City shall subordinate such mortgage to the primary or construction loan(s) for the project and shall sign a commercially reasonable subordination agreement demanded by the lender(s).

G. The Developer agrees to limit the base rent amount increases for all residential tenants that renew their leases at the Subject Property to no more than 2.5% per annum for ten (10) years. Once per calendar year during such ten (10) year period following execution of this

Agreement, Developer shall provide to City a sworn (notarized or verified) rent roll reflecting prior and current year tenants and rent rates, reflecting compliance with the foregoing provision.

H. The Developer covenants and agrees to redevelop and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois. The Developer agrees that any and all reimbursements, monetary incentives to the Developer, or other benefits to the Developer covered under this Agreement are contingent upon Developer's compliance with this Section 2(H). Should Developer fail to pay any fees, taxes (including property taxes), or other amounts due, the City shall withhold all incentives, payments, and reimbursements due under this Agreement until past-due amounts have been paid in full.

I. The Developer covenants that the Project shall require an investment of approximately \$68,000,000. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$68,000,000 ("*Total Project Cost*"), which may include fees or other amounts to which Developer is obligated but will be paid out post-Project completion.

J. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Project to become subject to the Prevailing Wage Act. Developer shall make best efforts to enter into a letter of intent with the Livingston and McLean Counties Building and Construction Trades Council to provide for Project work for this Agreement.

K. **Phased Project Milestones.** The Project is hereby redefined and shall be constructed in phases as set forth in Exhibit B (Phased Project Description and Schedule) attached hereto and as defined herein:

1. Phase 1A. The Developer shall commence construction of Phase 1A no later than July 15, 2026, and shall obtain temporary Certificates of Occupancy for all Phase 1A residential units by August 31, 2027 and all Phase 1A commercial spaces no later than December 31, 2027, subject only to Force Majeure under Section 10 of the Agreement.
2. Phase 1B. The Developer shall commence Phase 1B, as defined in Exhibit B, by April 30, 2027, and shall complete Phase 1B by December 31, 2027.
3. Maximum Gap Between Phases. There shall be no more than a four (4) month delay between completion of Phase 1A and commencement of Phase 2.
4. Phase 2 Commencement and Completion. The Developer shall commence construction of Phase 2 no later than the earlier of four (4) months after completion of Phase 1A or November 30, 2027, and shall substantially complete or obtain final Certificates of Occupancy for all commercial and amenity space no later than December 31, 2028, subject only to Force Majeure.
5. Phase 1 Completion Defined. For purposes of this Agreement, "Phase 1 Completion" means issuance of Temporary Certificates of Occupancy for all residential units and all commercial space included in Phase 1A and Phase 1B.

Failure to meet any milestone in this Section 2(K) shall constitute a material default.

L. **Historic Tax Credits.** The Developer shall apply for all available rounds of State Historic Tax Credits, including Winter (first round) and Fall (second round) 2026 and Winter (first round) 2027 rounds for a minimum amount of \$600,000, unless awarded in a prior round. Developer shall make all commercially reasonable efforts to accurately and fully apply for State Historic Tax Credits, including hiring a consultant to assist in the process if additional expertise is required. The TIF loan of up to \$600,000 referenced in section 3(G) will not be provided if this amount is received in tax credits or other Grants or the loan amount will be reduced on a dollar-for-dollar basis based on funding received. The City reserves the right to request and review all Developer's Historic Tax Credit application documents related to the Subject Property.

M. **Public Parking.** The Developer shall designate **all street-level parking spaces at the** Developer-owned garage located at 112 E. Jefferson St. for **2- or 4-hour public daytime parking** with signage and enforcement acceptable to the City, for a period of 20 years from the date of completion of phase 1B of this project unless the City deems such public parking unnecessary.

Section 3. City's Obligations.

A. The City hereby agrees to forgivably lend to the Developer \$1.4 million in funding out of the City's General Fund, pursuant to the authority granted by 65 ILCS 5/8-1-2.5, disbursed in full within 60 days of the City's receipt of the State Grant referenced in this section, estimated to be on or before March 30, 2026 (the "One Time Payment Deadline").

The \$1.4 million forgivable loan under this Section 3(A) shall be contingent upon the City's receipt of a \$1.4 million grant from the State of Illinois (the "State Grant"), with the intention that said grant shall be used to reimburse the City for General Fund expenditures toward a Public Works Campus acquisition, thereby creating a surplus of \$1.4 million in the City's General Fund to allocate to the Project. Should the City not receive the State Grant, the City shall be under no obligation to make a \$1.4 million forgivable loan to Developer. Should receipt by the City of the State Grant be delayed past the One Time Payment Deadline, the City shall have the ability to extend the One Time Payment Deadline by a period not to exceed twelve (12) months (the "Extension Period"). Should the City fail to receive the State Grant during the Extension Period, the City shall be released from the obligation of providing the \$1.4 million forgivable loan to Developer.

Should the City not receive the State Grant, the City's failure to provide the \$1.4 million forgivable loan to Developer shall not be considered an event of Default by the City. Should the City be released from the obligation to provide a \$1.4 million forgivable loan to Developer, Developer shall have the option to terminate this Agreement without penalty.

Forgiveness of the \$1.4 million loan shall be contingent on the Developer reaching substantial completion of all phases of the Project by December 31, 2028. Should the Project not reach substantial completion by December 31, 2028 (the "Completion Deadline"), Developer agrees to repay the City, in full, the 1.4 million dollars lent to Developer under this Section 3(A). So long as the Project reaches substantial completion as to all residential units by the Completion Deadline (including as may be extended), the

City shall forgive the \$1.4 million loan in the amount of \$280,000.00 annually beginning August 31 of each year beginning after the sixth anniversary of the issuance of the final Certificate of Occupancy for the residential portion of the Project. Should Developer, due to events out of the Developer's control, be unable to meet the Completion Deadline, the City Manager or their designee may extend the Completion Deadline for a period of up to twelve (12) months upon written request by the Developer to the City Manager no less than thirty (30) days ahead of the Completion Deadline, pursuant to Section 17, Notices, of this Agreement.

B. The City hereby agrees to waive the City's administrative, permitting, and plan review fees incurred by the Developer for the Project.

C. So long as no notice of default has been issued or is outstanding, the City shall annually pay the Developer One Hundred Twenty-Eight Thousand Two Hundred Eighty-Three Dollars and Seven Cents (\$128,283.07) from the City's General Fund on October 31 of each year during the Term (the "General Fund Payments"), provided that:

- (i) all construction permits for the interior residential build-out of Phase 1A have been issued; and
- (ii) Substantial interior construction of Phase 1A has commenced, as verified and determined by the City Manager or the City Manager's designee.

Upon satisfaction of subsections (i) and (ii) above, General Fund Payments may be made during the construction of Phase 1, subject to the remaining conditions of this Section. Notwithstanding the foregoing, the City's obligation to make any further General Fund Payments may, in City's discretion, immediately and permanently terminate if:

- (iii) the Developer fails to timely commence Phase 2 in accordance with the deadlines set forth in Section 2(K) of this Agreement (as such deadlines may be extended solely by Force Majeure); or
- (iv) the Developer fails to complete Phase 1 or Phase 2 in accordance with the requirements and timelines of this Agreement.

Any General Fund Payment not made due to failure to satisfy the conditions of this Section shall be permanently forfeited, shall not accrue, and shall not be payable in any subsequent year. No General Fund Payment shall be made on or after October 31, 2048.

The General Fund Payment shall be contingent on the Developer annually paying all property taxes on the Subject Property, and shall be made on October 31st each year through 2047, upon Developer providing proof that all property taxes due and owing on the Subject Property during that calendar year have been paid in full. Developer stipulates that damages to the City for breach of this Agreement, even beyond the Clawback period in Section 5(B), below, include the sum of \$128,283.07 for each year in which the City paid Developer the General Fund Payment. (E.g., after 15 years of such payments, the potential damage amount would equal \$1,924,246.05.)

- D. Provided the Developer has satisfied the requirements as stated in Section 2, no notice of default has been issued or is outstanding, and any loans granted by the City per terms of this Agreement have been repaid, on October 31 each year during the Term of this Agreement, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the Subject Property from the sources provided in

Section 4. Notwithstanding anything herein to the contrary, the \$1.4 million forgivable loan shall not be deemed a loan that needs to be repaid unless such loan has been deemed unforgivable due to Developer's breach, as set forth elsewhere herein.

- E. Provided the Developer has satisfied the requirements as stated in Section 2, no notice of default has been issued or is outstanding and any loans granted by the City per terms of this agreement have been repaid on October 31 of each year, for the Term of the Agreement, the City hereby agrees to annually reimburse to the Developer 60% of the City's 2.5% Home Rule Sales Tax and 60% of the 1% Retailers Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and 60% the City's 2% Food and Beverage Tax (collectively, the "*Municipal Taxes*") collected from the commercial businesses on the first and thirteenth floors of the Subject Property, contingent on those businesses being (i) new to the City of Bloomington; or (ii) an additional location to an existing business in Bloomington contingent on the original location(s) remaining open and the Municipal Taxes generated by said original location(s) remaining at or above the amount generated in the 12-month calendar year prior to the opening of the location at the Subject Property, for the first five (5) years that the additional location of the business remains open. The failure of an original location to remain open or generate sufficient taxes shall not trigger a Clawback of all of amounts reimbursed under this Section 3(E).
- F. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at

the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

G. **City Temporary Bridge Loan and Tax Credit Application.** Subject to the conditions set forth herein and City Council approval, the City may provide a temporary non-forgivable bridge loan of up to **Six Hundred Thousand Dollars (\$600,000)** out of the special tax allocation fund for the City’s Downtown TIF District (the “City Loan”) solely for TIF-eligible redevelopment project costs.

i. **Required Applications for Historic Tax Credits and Other Funding.**

As a condition precedent to the City Loan, the Developer shall apply for all available rounds of State of Illinois Historic Tax Credits through Winter (first round) 2027 totaling at least \$600,000 and shall use commercially reasonable efforts to pursue other reasonably available grants, public incentives, or gap financing sources applicable to the Project. The Developer shall provide the City with written proof of submission of each Historic Tax Credit and grant application, including confirmation of filing and the amount requested.

ii. **Effect of Awarded Funding.** If the Developer receives State Historic Tax Credits, grants, or other presently unanticipated public incentive funding prior to the closing or disbursement of the City Loan, the City Loan shall not be provided to the extent of such funding. If such funding is awarded in an amount equal to or greater than \$600,000, no City Loan shall be issued. If such funding is awarded in a lesser amount, the maximum City Loan shall be reduced on a dollar-for-dollar basis.

- iii. **Disbursement and Use of Proceeds.** City Loan proceeds shall be disbursed on a reimbursement basis only, supported by lien waivers or other proof of payment acceptable to the City, and shall be limited to TIF-eligible redevelopment project costs.
- iv. **Interest and Repayment Priority.** The City Loan shall bear interest at five percent (5%) per annum, payable by the Developer from non-TIF sources. All Incremental Taxes generated by the Project shall be applied first to repayment of the City Loan before any reimbursement to the Developer under Section 4 of this Agreement. All interest charged under this Section 3(G)(iv) shall be forgiven if Developer repays the City Loan in full within one hundred twenty (120) days of the date the City advances the City Loan to the Developer. Developer shall owe the interest charged under this Section should they fail to repay the City Loan within one hundred twenty (120) days of receipt of the loan.
- v. **Security.** The City Loan shall be secured by:(a) a personal guarantee from the principal of the Developer, supported by proof of worth consisting of assets that may be mortgaged or liened and maintained at not less than \$600,000; and (b) a lien on the Subject Property subordinate only to first mortgage(s).

H. **Funding Gates; Last-Dollar Requirement.** Notwithstanding anything in this Agreement to the contrary, the Developer shall not be entitled to receive, and the City shall have no obligation to disburse any City Loan proceeds described in Section 3(G) until June 1,

2027. Notwithstanding anything herein to the contrary, Developer shall repay the City Loan on or before the earlier of (a) 120 days after the City disburses the City Loan to Developer, or (b) Developer's closing of the Phase 2 capital stack. If Developer has not earlier repaid the City Loan, Developer shall cause the repayment of the City Loan to be an express 'use' of funds in the Phase 2 capital stack closing. It is understood by the Developer and the City that the Developer is securing financing for this Project, in addition to applying for grants and tax credits to fund the Project. All City-provided funds other than the \$1.4 million forgivable loan are expressly LAST-DOLLAR ONLY and may be used only after all other available project financing sources scheduled to be paid into the project prior to June 1, 2027, have been fully expended. Any State of Illinois Historic Tax Credit proceeds or other presently unanticipated grant, loan, or incentive proceeds received by the Developer prior to accessing City funds shall be applied to reduce or repay the City Loan on a dollar-for-dollar basis. Any State of Illinois Historic Tax Credit proceeds or other grant, loan or incentive proceeds received by the Developer after the award of a City Loan shall be first applied to any outstanding balance on the City Loan that may be owed by the Developer to the City. Developer shall promptly notify the City when Phase 2 financing has been secured, at which point Developer shall reimburse the City in full for the City Loan, or the City shall record a lien against the Subject Property for the entire amount of the City Loan. Said lien amount shall be subject to regular reduction as the City is reimbursed for the City Loan by the Developer or through incremental taxes generated through the Subject Property. If Phase 2 is not completed in accordance with Section 2(K) of this Agreement, all City funds paid shall become immediately due and payable, secured by lien, and recoverable upon sale or refinance

of the Subject Property. Should Developer fail to repay the City Loan in full within one hundred twenty (120) days of the date Developer receives the City Loan, the City reserves the right to repay the City Loan from funds deposited into the UEP Bloomington LLC Subaccount established pursuant to Section 4 of this Agreement. Notwithstanding anything herein to the contrary, if Developer has not yet repaid the City Loan at the time any incremental funds deposited into the UEP Subaccount would otherwise be due from City to Developer, City may apply such funds against the outstanding City Loan balance.

Section 4. Pledged Funds.

A Upon the adoption of the Downtown Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the “STAF”) into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act. Upon receipt of Incremental Taxes from the Project Area by the City, ninety-two percent (92%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the UEP Bloomington LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Redevelopment Project Costs.

B. So long as no notice of default has been issued or is outstanding, and any bridge loans granted by the City per terms of this agreement have been repaid in full, on October 31 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), all funds deposited in the UEP Bloomington LLC Subaccount shall be transferred to Developer. Notwithstanding the foregoing, no Incremental Taxes transferred or deposited into the UEP Bloomington LLC Subaccount shall

be paid to the developer unless and until (i) the City determines, in its sole discretion, that no City Loan will be issued under this Agreement, or (ii) any City Loan issued pursuant to this Agreement has been fully repaid. Any Incremental Taxes payable in any tax year during which a City Loan is under consideration, or prior to full repayment of a City Loan shall be retained in the UEP Bloomington LLC Subaccount and shall not become payable to the Developer until the City Loan has been paid in full, or the City has made the determination that no City Loan shall be granted to Developer. Any Incremental Taxes payable in any tax year during which the Developer is in default shall be retained by the City and shall not become payable to the Developer in any subsequent year. For the avoidance of doubt, no Incremental Taxes generated by the Subject Property shall be owed to the Developer unless and until the conditions of this Section are satisfied. No Incremental Taxes withheld pursuant to this Section shall be considered deferred payments, and Incremental Taxes generated by the Subject Property that are attributable to tax year 2025, payable in 2026 shall not be owed or paid to Developer.

C. The deposits into the UEP Bloomington LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project, including failure to procure project financing, or ceases to own and manage the Subject Property and Project, other than a temporary cessation of operations for reasonable purposes such as Force Majeure or approved assignment and transfer of Developer’s interest and/or obligations hereunder pursuant to Section 12, below:

- A. All incentives provided by the City, as defined in Section 3, will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:
 - i. The Developer agrees to repay the City incentive payments paid as described in Section 3D and Section 3E of this Agreement, according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%
11+	0%

- C. All amounts paid pursuant to Section 3(C) of this Agreement, shall be immediately due and payable to the City.
- D. The City shall have the right to enforce the lien created on the Subject Property through the mortgage entered into pursuant to Section 2(F) of this Agreement, provided said mortgage has not been released.

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project, or otherwise provide for such funds and costs, except as provided for herein.

Section 7. Events of Default by Developer.

Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- A. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- B. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- C. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Section 2, contained in this Agreement.
- D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or

liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.

E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

F. Developer's failure to pay the fees and expenses described in this Agreement.

Section 7. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. For defaults which could not readily be cured within a thirty (30) day period, the City shall grant the additional time to accomplish the cure under a commercially reasonable standard. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (A) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable

remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end October 31, 2048 (the "*Termination Date*"). The Termination Date will not be extended if the Downtown Tax Increment Financing District is extended unless amended as defined in Section 21.

Section 9. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2025, and paid in each subsequent year during the term of this Agreement.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), labor slow-down, civil disorder, inability to procure materials on a commercially reasonable basis, wet soil conditions or other unforeseen irreconcilable physical conditions encountered, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), delays caused by historic preservation requirements and approval processes, delays caused by third-parties beyond Developer's reasonable control, or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Zoning.

The Project is consistent with the City's general zoning plan. Further, the Project and the structures on the Subject Property is proper and conforming under the current zoning classification of the Subject Property, D-1. (See Bloomington Zoning Code, Sec. 44-502 and Table 502A.) If such regulations are amended in the future wherein the use, setbacks, and other

features of the Project and the building on the Subject Property would no longer be permitted, the unpermitted aspect(s) shall be deemed “lawful non-conforming” and allowed to continue.

Section 12. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. Developer may, by written notice, direct the payment of any funds from the City hereunder to a different entity.

Section 13. Condition Subsequent.

This Agreement has been amended to remove the condition that the Agreement would automatically terminate should Developer fail to obtain project financing by December 1, 2025. City and Developer agree that Developer’s failure to assemble project financing by December 1, 2025 shall not be cause for automatic termination.

Section 14. Developer’s Indemnification.

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

expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 15. Waiver.

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

Section 16. Severability.

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

Section 17. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed

by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : UEP Bloomington LLC
ATTN: Justin Fern
134 North 1st Street
Rockford, Illinois 61107

With a copy to: Jeff Orduno
PO Box 4744
Rockford, Illinois 61110

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to: Megan Lamb
2441 Warrenville Road
Suite 310
Lisle, Illinois 60532
City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 18. Successors in Interest.

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

Section 19. No Joint Venture, Agency or Partnership Created.

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

Section 20. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not

discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 21. Amendment.

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

Section 22. Counterparts.

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF BLOOMINGTON

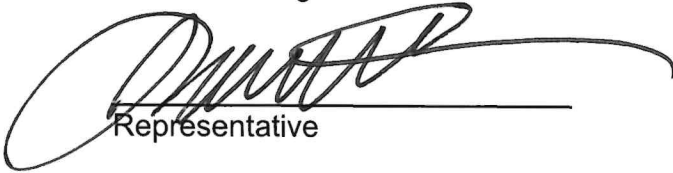
ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

UEP Bloomington LLC

ATTEST



Representative



Jesse Carmona

Exhibit A: Project Area – 112 E Washington Street (21-04-334-007), Bloomington, Illinois



EXHIBIT B – PHASED PROJECT DESCRIPTION AND SCHEDULE

PHASE 1A - GJ Lofts Phase 1 - \$42MM

July 2026 – December 2027 (14 months for residential, 18 months for commercial)

Ground Floor: Starbucks

Floors 10-13: 57 apartment units, including: 49 one-bedroom apartments, 8 studio apartments

Floor 13: Fine Dining Restaurant

Infrastructure: All infrastructure and framing for building, including Phase 2

Amenities: Fitness center, rooftop deck with kitchen and lounge

PHASE 1B - Auto Hotel - \$2MM, April 2027 - December 2027 (9 months)

Use: 91 parking stalls and 1 retail office space

PHASE 2 - GJ Lofts Phase 2 - \$27MM, November 2027 - December 2028 (13)

Ground Floor: Level One Food Hall, 7,000 sq. ft., 2 additional food & beverage establishments

1 Retail Storefront, approximately 5,000 sq. ft.

Floors 2-9: 126 additional apartment units, including: 110 one-bedroom apartments • 3 studio apartments, 3 two-bedroom apartments

EXHIBIT B

AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND UEP BLOOMINGTON LLC.

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2025, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), UEP Bloomington LLC, an Illinois limited liability company (the “*Developer*”), and amended the _____ day of _____ 2026.

PREAMBLES

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

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

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

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

EXHIBIT B

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, after giving all required notices, conducting a public hearing and making all findings of fact required by law, the Corporate Authorities, through Ordinance Nos. 2024-055, 2024-056 and 2024-057, adopted July 22, 2024, approved a redevelopment project and plan (the "*Redevelopment Plan*"), designated the "Downtown Redevelopment Project Area" (the "*Project Area*"), and adopted tax increment financing of redevelopment project costs incurred within the Project Area pursuant to the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the Old State Farm Building, commonly known as 112 East Washington Street, Bloomington, Illinois, and identified by parcel index number 21-04-334-007 (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Subject Property is registered on the National Register of Historic Places and the Developer is expecting to utilize Federal Historic Preservation Tax Credits and, potentially, State of Illinois Historic Preservation Tax Credits and will be complying with all historic preservation requirements included in that process; and

EXHIBIT B

WHEREAS, the Developer wishes to develop the Subject Property into a mixed-use community consisting of: a food court consisting of three (3) food type retailers and a commercial retail on the first floor; a high-end restaurant on the thirteenth floor; and one-hundred and eighty three (183) apartment units consisting of eleven (11) studio apartments, one-hundred fifty-nine (159) 1-bedroom apartments, and thirteen (13) 2-bedroom apartments, including certain exterior revisions and interior demolition to further those ends (collectively, the “Project”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from monies and revenues available to the City, including from the City’s general fund and via tax increment generated within the City’s Downtown Redevelopment Project Area, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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

Section 1. Incorporation of Recitals.

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

Section 2. Obligations of the Developer.

A. On or before May 31, 2025, Developer shall submit to the City for Historic Preservation Commission approval and later building department and related approvals, construction plans

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for the exterior revisions to the Subject Property needed for the Project. On or before June 20, 2025, the Developer shall submit to the City for its approval, detailed final construction plans to develop the Subject Property into the Project. The foregoing provisions are subject to exceptions for retail and restaurant builds to be specified by future tenants and any later new construction plans or revisions necessitated by historic preservation requirements or other details further learned about the Subject Property.

B. ~~Within 180~~sixty (60) days after the Developer provides Proof of City approval of the detailed final construction plansProject Financing pursuant to Section 2(D), as amended herein, the Developer shall ~~obtain~~have addressed all outstanding plan review comments and obtained all necessary permits related to the construction of Phase 1A of the Project.

~~The foregoing provisions~~For Phase 2, within sixty (60) days after Phase 2 permit submittals are deemed complete by the City's Building Safety Division, the Developer shall have addressed all outstanding plan review comments and obtained all necessary permits related to Phase 2, subject to ~~exceptions for retail and restaurant builds to be specified by future tenants and any later new construction plans or revisions necessitated by~~reasonable City review timelines and historic preservation requirements or other details further learned about the Subject Property. Notwithstanding anything herein to the contrary, permits and plan review for the restaurant, food court, and retail space(s) are not subject to the foregoing schedule.

C. On or before August 1, 2025, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois.

D. On or before ~~December 1, 2025~~April 15, 2026, the Developer ~~agrees to~~shall provide proof of ~~project~~Project financing to the City. (the "Proof of Project Financing"). Proof of Project Financing shall mean written evidence, in form and substance reasonably acceptable to the City

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Manager or the City Manager's designee, demonstrating that the Developer has secured financing sufficient to timely complete **Phase 1A**, including, without limitation:

- (i) executed loan commitments or binding term sheets;
- (ii) evidence of required equity contributions to have been made by such date;
- (iii) evidence of any required guaranties; and
- (iv) an anticipated financing closing schedule.

Failure to provide Proof of Project Financing by April 15, 2026 shall constitute grounds for termination of the Agreement at the City's election.

E. The Developer covenants and agrees to substantially complete the redevelopment of the Project and obtain certificates of occupancy for all residential spaces on or before December 4, ~~2027~~31, 2028 (the "Occupancy Deadline"), unless delayed by Force Majeure as described in Section 10. Should Developer be unable to meet the Occupancy Deadline, the City Manager or their designee may extend the Occupancy Deadline by a period of up to twelve (12) months, upon written request by the Developer no less than thirty (30) days ahead of the Occupancy Deadline, pursuant to Section 17, Notices, of this Agreement.

F. Upon closing of the project financing, Developer shall execute a mortgage on the Subject Property in favor of the City, in the amount of \$641,415.35, in a commercially reasonable form. The City shall release such mortgage upon the Developer obtaining certificates of occupancy for all residential spaces on or before the Occupancy Deadline (including as may be extended). The City shall subordinate such mortgage to the primary or construction loan(s) for the project and shall sign a commercially reasonable subordination agreement demanded by the lender(s).

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G. The Developer agrees to limit the base rent amount increases for all residential tenants that renew their leases at the Subject Property to no more than 2.5% per annum for ten (10) years. Once per calendar year during such ten (10) year period following execution of this Agreement, Developer shall provide to City a sworn (notarized or verified) rent roll reflecting prior and current year tenants and rent rates, reflecting compliance with the foregoing provision.

H. The Developer covenants and agrees to redevelop and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois. The Developer agrees that any and all reimbursements, monetary incentives to the Developer, or other benefits to the Developer covered under this Agreement are contingent upon Developer's compliance with this Section 2(H). Should Developer fail to pay any fees, taxes (including property taxes), or other amounts due, the City shall withhold all incentives, payments, and reimbursements due under this Agreement until past-due amounts have been paid in full.

I. The Developer covenants that the Project shall require an investment of approximately \$68,000,000. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$68,000,000 ("*Total Project Cost*"), which may include fees or other amounts to which Developer is obligated but will be paid out post-Project completion.

J. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Project to become subject to the Prevailing Wage Act. Developer shall make best efforts to enter into a letter of intent with

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the Livingston and McLean Counties Building and Construction Trades Council to provide for Project work for this Agreement.

K. Phased Project Milestones. The Project is hereby redefined and shall be constructed in phases as set forth in Exhibit B (Phased Project Description and Schedule) attached hereto and as defined herein:

1. Phase 1A. The Developer shall commence construction of Phase 1A no later than July 15, 2026, and shall obtain temporary Certificates of Occupancy for all Phase 1A residential units by August 31, 2027 and all Phase 1A commercial spaces no later than December 31, 2027, subject only to Force Majeure under Section 10 of the Agreement.
2. Phase 1B. The Developer shall commence Phase 1B, as defined in Exhibit B, by April 30, 2027, and shall complete Phase 1B by December 31, 2027.
3. Maximum Gap Between Phases. There shall be no more than a four (4) month delay between completion of Phase 1A and commencement of Phase 2.
4. Phase 2 Commencement and Completion. The Developer shall commence construction of Phase 2 no later than the earlier of four (4) months after completion of Phase 1A or November 30, 2027, and shall substantially complete or obtain final Certificates of Occupancy for all commercial and amenity space no later than December 31, 2028, subject only to Force Majeure.
5. Phase 1 Completion Defined. For purposes of this Agreement, "Phase 1 Completion" means issuance of Temporary Certificates of Occupancy for all residential units and all commercial space included in Phase 1A and Phase 1B.

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Failure to meet any milestone in this Section 2(K) shall constitute a material default.

L. Historic Tax Credits. The Developer shall apply for all available rounds of State Historic Tax Credits, including Winter (first round) and Fall (second round) 2026 and Winter (first round) 2027 rounds for a minimum amount of \$600,000, unless awarded in a prior round. Developer shall make all commercially reasonable efforts to accurately and fully apply for State Historic Tax Credits, including hiring a consultant to assist in the process if additional expertise is required. The TIF loan of up to \$600,000 referenced in section 3(G) will not be provided if this amount is received in tax credits or other Grants or the loan amount will be reduced on a dollar-for-dollar basis based on funding received. The City reserves the right to request and review all Developer's Historic Tax Credit application documents related to the Subject Property.

M. Public Parking. The Developer shall designate all street-level parking spaces at the Developer-owned garage located at 112 E. Jefferson St. for 2- or 4-hour public daytime parking with signage and enforcement acceptable to the City, for a period of 20 years from the date of completion of phase 1B of this project unless the City deems such public parking unnecessary.

Section 3. City's Obligations.

A. The City hereby agrees to forgivably lend to the Developer \$1.4 million in funding out of the City's General Fund, pursuant to the authority granted by 65 ILCS 5/8-1-2.5, disbursed in full ~~at~~within 60 days of the Developer's closing~~City's receipt of the project~~

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~~financing~~ State Grant referenced in this section, estimated to be on or before ~~December 4, 2025~~ March 30, 2026 (the “One Time Payment Deadline”).

The \$1.4 million forgivable loan under this Section 3(A) shall be contingent upon the City’s receipt of a \$1.4 million grant from the State of Illinois (the “State Grant”), with the intention that said grant shall be used to reimburse the City for General Fund expenditures toward a Public Works Campus acquisition, thereby creating a surplus of \$1.4 million in the City’s General Fund to allocate to the Project. Should the City not receive the State Grant, the City shall be under no obligation to make a \$1.4 million forgivable loan to Developer. Should receipt by the City of the State Grant be delayed past the One Time Payment Deadline, the City shall have the ability to extend the One Time Payment Deadline by a period not to exceed twelve (12) months (the “Extension Period”). Should the City fail to receive the State Grant during the Extension Period, the City shall be released from the obligation of providing the \$1.4 million forgivable loan to Developer.

Should the City not receive the State Grant, the City’s failure to provide the \$1.4 million forgivable loan to Developer shall not be considered an event of Default by the City. Should the City be released from the obligation to provide a \$1.4 million forgivable loan to Developer, Developer shall have the option to terminate this Agreement without penalty.

Forgiveness of the \$1.4 million loan shall be contingent on the Developer reaching substantial completion of all phases of the Project by ~~December 4, 2027~~ 31, 2028. Should the Project not reach substantial completion ~~of all residential spaces~~ by ~~December 4, 2027~~ 31, 2028 (the “Completion Deadline”), Developer agrees to repay the City, in full,

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the 1.4 million dollars lent to Developer under this Section 3(A). So long as the Project reaches substantial completion as to all residential units by the Completion Deadline (including as may be extended), the City shall forgive the \$1.4 million loan in the amount of \$280,000.00 annually beginning August 31 of each year beginning after the sixth anniversary of the issuance of the final Certificate of Occupancy for the residential portion of the Project. Should Developer, due to events out of the Developer's control, be unable to meet the Completion Deadline, the City Manager or their designee may extend the Completion Deadline for a period of up to twelve (12) months upon written request by the Developer to the City Manager no less than thirty (30) days ahead of the Completion Deadline, pursuant to Section 17, Notices, of this Agreement.

B. The City hereby agrees to waive the City's administrative, permitting, and plan review fees incurred by the Developer for the Project.

C. So long as no notice of default has been issued or is outstanding, the City agrees to shall annually pay \$128,283.07 to the Developer out of One Hundred Twenty-Eight Thousand Two Hundred Eighty-Three Dollars and Seven Cents (\$128,283.07) from the City's General Fund on October 31 of each year during the Term (the "General Fund Payment") each year following the issuance of a building permit to Developer Payments"), provided that:

- (i.e., the first payment may be as early as August 31, 2025, so long as Developer has had building) all construction permits issued for the Project for demolition interior residential build-out of Phase 1A have been issued; and
- (ii) Substantial interior construction of Phase 1A has commenced, as verified and

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determined by the City Manager or substantial exterior work), and through the City Manager's designee.

Upon satisfaction of subsections (i) and (ii) above, General Fund Payments may be made during the construction of Phase 1, subject to the remaining conditions of this Section. Notwithstanding the foregoing, the City's obligation to make any further General Fund Payments may, in City's discretion, immediately and permanently terminate if:

(iii) the Developer fails to timely commence Phase 2 in accordance with the deadlines set forth in Section 2(K) of this Agreement (as such deadlines may be extended solely by Force Majeure); or

(iv) the Developer fails to complete Phase 1 or Phase 2 in accordance with the requirements and timelines of this Agreement.

Any General Fund Payment not made due to failure to satisfy the conditions of this Section shall be permanently forfeited, shall not accrue, and shall not be payable in any subsequent year-2047-. No General Fund Payment shall be made on or after October 31, 2048.

C. The General Fund Payment shall be contingent on the Developer annually paying all property taxes on the Subject Property, and shall be made ~~no later than thirty (30) days after~~ on October 31st each year through 2047, upon Developer ~~provides~~ providing proof that all property taxes due and owing on the Subject Property during that calendar year have been paid in full. Developer stipulates that damages to the City for breach of this Agreement, even beyond the Clawback period in Section 5(B), below, include the sum of \$128,283.07 for each year in which the City paid Developer the General Fund Payment.

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(E.g., after 15 years of such payments, the potential damage amount would equal \$1,924,246.05.) ~~No General Fund Payment shall occur on August 31, 2048.~~

- D. Provided the Developer has satisfied the requirements as stated in Section 2 ~~and~~, no notice of default has been issued or is outstanding, ~~on August~~ and any loans granted by the City per terms of this Agreement have been repaid, on October 31 each year during the Term of this Agreement, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the Subject Property from the sources provided in Section 4. Notwithstanding anything herein to the contrary, the \$1.4 million forgivable loan shall not be deemed a loan that needs to be repaid unless such loan has been deemed unforgivable due to Developer's breach, as set forth elsewhere herein.
- E. Provided the Developer has satisfied the requirements as stated in Section 2 ~~and~~, no notice of default has been issued or is outstanding, and any loans granted by the City per terms of this agreement have been repaid on August ~~August~~ October 31 of each year, for the Term of the Agreement, the City hereby agrees to annually reimburse to the Developer 60% of the City's 2.5% Home Rule Sales Tax and 60% of the 1% Retailers Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and 60% the City's 2% Food and Beverage Tax (collectively, the "*Municipal Taxes*") collected from the commercial businesses on the first and thirteenth floors of the Subject Property, contingent on those businesses being (i) new to the City of Bloomington; or (ii) an additional location to an existing business in Bloomington contingent on the original location(s) remaining open and the Municipal Taxes generated by said original location(s) remaining at or above the amount generated in the 12-month calendar year prior to the

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opening of the location at the Subject Property, for the first five (5) years that the additional location of the business remains open. The failure of an original location to remain open or generate sufficient taxes shall not trigger a Clawback of all of amounts reimbursed under this Section 3(E).

~~F. The City agrees to provide to the Developer thirty (30) parking passes to Downtown parking locations, valued at \$50 per month per pass, for twenty (20) years, to be provided to the Developer within 30 days of the Developer being awarded the first Certificate of Occupancy.~~

~~G. The City agrees to sell the property commonly known as 408 East Washington Street, Bloomington, Illinois, and identified by parcel index number 21-04-407-009 (“Coachman Lot”) to the Developer for \$1, contingent on the City not entering into an agreement with another developer for the development of the Coachman Lot within one (1) year of the execution of this Agreement with the requirement that the Developer will, within five (5) years of the purchase date, either (i) enter into a redevelopment agreement for the Coachman Lot; or (ii) be issued a building permit for the Coachman Lot. If the Developer fails complete one of the required conditions, the City will reclaim ownership of the property, at no cost to the City. This Section 3(G) shall survive the termination of this Agreement.~~

H.F. For purposes of this Agreement “Incremental Taxes” shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value (“EAV”) of the Subject Property and its improvements over the initial equalized value of the Subject Property at

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the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

G. City Temporary Bridge Loan and Tax Credit Application. Subject to the conditions set forth herein and City Council approval, the City may provide a temporary non-forgivable bridge loan of up to **Six Hundred Thousand Dollars (\$600,000)** out of the special tax allocation fund for the City's Downtown TIF District (the "City Loan") solely for TIF-eligible redevelopment project costs.

i. Required Applications for Historic Tax Credits and Other Funding.

As a condition precedent to the City Loan, the Developer shall apply for all available rounds of State of Illinois Historic Tax Credits through Winter (first round) 2027 totaling at least \$600,000 and shall use commercially reasonable efforts to pursue other reasonably available grants, public incentives, or gap financing sources applicable to the Project. The Developer shall provide the City with written proof of submission of each Historic Tax Credit and grant application, including confirmation of filing and the amount requested.

ii. Effect of Awarded Funding. If the Developer receives State Historic Tax Credits, grants, or other presently unanticipated public incentive funding prior to the closing or disbursement of the City Loan, the City Loan shall not be provided to the extent of such funding. If such funding is awarded in an amount equal to or greater than \$600,000, no City Loan shall be issued. If such funding is awarded in a lesser amount, the maximum City Loan shall be reduced on a dollar-for-dollar basis.

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iii. Disbursement and Use of Proceeds. City Loan proceeds shall be disbursed on a reimbursement basis only, supported by lien waivers or other proof of payment acceptable to the City, and shall be limited to TIF-eligible redevelopment project costs.

iv. Interest and Repayment Priority. The City Loan shall bear interest at five percent (5%) per annum, payable by the Developer from non-TIF sources. All Incremental Taxes generated by the Project shall be applied first to repayment of the City Loan before any reimbursement to the Developer under Section 4 of this Agreement. All interest charged under this Section 3(G)(iv) shall be forgiven if Developer repays the City Loan in full within one hundred twenty (120) days of the date the City advances the City Loan to the Developer. Developer shall owe the interest charged under this Section should they fail to repay the City Loan within one hundred twenty (120) days of receipt of the loan.

v. Security. The City Loan shall be secured by:(a) a personal guarantee from the principal of the Developer, supported by proof of worth consisting of assets that may be mortgaged or liened and maintained at not less than \$600,000; and (b) a lien on the Subject Property subordinate only to first mortgage(s).

H. Funding Gates; Last-Dollar Requirement. Notwithstanding anything in this Agreement to the contrary, the Developer shall not be entitled to receive, and the City shall have no obligation to disburse any City Loan proceeds described in Section 3(G) until June 1,

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2027. Notwithstanding anything herein to the contrary, Developer shall repay the City Loan on or before the earlier of (a) 120 days after the City disburses the City Loan to Developer, or (b) Developer's closing of the Phase 2 capital stack. If Developer has not earlier repaid the City Loan, Developer shall cause the repayment of the City Loan to be an express 'use' of funds in the Phase 2 capital stack closing. It is understood by the Developer and the City that the Developer is securing financing for this Project, in addition to applying for grants and tax credits to fund the Project. All City-provided funds other than the \$1.4 million forgivable loan are expressly LAST-DOLLAR ONLY and may be used only after all other available project financing sources scheduled to be paid into the project prior to June 1, 2027, have been fully expended. Any State of Illinois Historic Tax Credit proceeds or other presently unanticipated grant, loan, or incentive proceeds received by the Developer prior to accessing City funds shall be applied to reduce or repay the City Loan on a dollar-for-dollar basis. Any State of Illinois Historic Tax Credit proceeds or other grant, loan or incentive proceeds received by the Developer after the award of a City Loan shall be first applied to any outstanding balance on the City Loan that may be owed by the Developer to the City. Developer shall promptly notify the City when Phase 2 financing has been secured, at which point Developer shall reimburse the City in full for the City Loan, or the City shall record a lien against the Subject Property for the entire amount of the City Loan. Said lien amount shall be subject to regular reduction as the City is reimbursed for the City Loan by the Developer or through incremental taxes generated through the Subject Property. If Phase 2 is not completed in accordance with Section 2(K) of this Agreement, all City funds paid shall become immediately due and payable, secured by lien, and recoverable upon sale or refinance

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of the Subject Property. Should Developer fail to repay the City Loan in full within one hundred twenty (120) days of the date Developer receives the City Loan, the City reserves the right to repay the City Loan from funds deposited into the UEP Bloomington LLC Subaccount established pursuant to Section 4 of this Agreement. Notwithstanding anything herein to the contrary, if Developer has not yet repaid the City Loan at the time any incremental funds deposited into the UEP Subaccount would otherwise be due from City to Developer, City may apply such funds against the outstanding City Loan balance.

Section 4. Pledged Funds.

A Upon the adoption of the Downtown Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "STAF") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

Upon receipt of Incremental Taxes from the Project Area by the City, B. ~~So long as no notice of default has been issued or is outstanding, on August 31 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), ninety-two percent (92%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the UEP Bloomington LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Redevelopment Project Costs.~~

B. So long as no notice of default has been issued or is outstanding, and any bridge loans granted by the City per terms of this agreement have been repaid in full, on October 31 of each

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year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), all funds deposited in the UEP Bloomington LLC Subaccount shall be transferred to Developer. Notwithstanding the foregoing, no Incremental Taxes transferred or deposited into the UEP Bloomington LLC Subaccount shall be paid to the developer unless and until (i) the City determines, in its sole discretion, that no City Loan will be issued under this Agreement, or (ii) any City Loan issued pursuant to this Agreement has been fully repaid. Any Incremental Taxes payable in any tax year during which a City Loan is under consideration, or prior to full repayment of a City Loan shall be retained in the UEP Bloomington LLC Subaccount and shall not become payable to the Developer until the City Loan has been paid in full, or the City has made the determination that no City Loan shall be granted to Developer. Any Incremental Taxes payable in any tax year during which the Developer is in default shall be retained by the City and shall not become payable to the Developer in any subsequent year. For the avoidance of doubt, no Incremental Taxes generated by the Subject Property shall be owed to the Developer unless and until the conditions of this Section are satisfied. No Incremental Taxes withheld pursuant to this Section shall be considered deferred payments, and Incremental Taxes generated by the Subject Property that are attributable to tax year 2025, payable in 2026 shall not be owed or paid to Developer.

C. The deposits into the UEP Bloomington LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project, including failure to procure project financing, or ceases to own and manage the Subject Property and Project, other than a

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temporary cessation of operations for reasonable purposes such as Force Majeure or approved assignment and transfer of Developer's interest and/or obligations hereunder pursuant to Section 12, below:

- A. All incentives provided by the City, as defined in Section 3, will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:
 - i. The Developer agrees to repay the City incentive payments paid as described in Section 3D and Section 3E of this Agreement, according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%

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11+	0%
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- C. All amounts paid pursuant to Section 3(C) of this Agreement, shall be immediately due and payable to the City.
- D. The City shall have the right to enforce the lien created on the Subject Property through the mortgage entered into pursuant to Section 2(F) of this Agreement, provided said mortgage has not been released.

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project, or otherwise provide for such funds and costs, except as provided for herein.

Section 7. Events of Default by Developer.

Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- A. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the ~~VillageCity~~City; or request made by the ~~VillageCity~~City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- B. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- C. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Section 2, contained in this Agreement.
- D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or

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hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.

E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

F. Developer's failure to pay the fees and expenses described in this Agreement.

Section 7. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. For defaults which could not readily be cured within a

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thirty (30) day period, the City shall grant the additional time to accomplish the cure under a commercially reasonable standard. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (A) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default

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or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end ~~August~~October 31, 2048 (the "*Termination Date*"). The Termination Date will not be extended if the Downtown Tax Increment Financing District is extended unless amended as defined in Section 21.

Section 9. Verification of Tax Increment.

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The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2025, and paid in each subsequent year during the term of this Agreement.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), labor slow-down, civil disorder, inability to procure materials on a commercially reasonable basis, wet soil conditions or other unforeseen irreconcilable physical conditions encountered, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), delays caused by historic preservation requirements and approval processes, delays caused by third-parties beyond Developer's reasonable control, or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Zoning.

EXHIBIT B

The Project is consistent with the City's general zoning plan. Further, the Project and the structures on the Subject Property is proper and conforming under the current zoning classification of the Subject Property, D-1. (See Bloomington Zoning Code, Sec. 44-502 and Table 502A.) If such regulations are amended in the future wherein the use, setbacks, and other features of the Project and the building on the Subject Property would no longer be permitted, the unpermitted aspect(s) shall be deemed "lawful non-conforming" and allowed to continue.

Section 12. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. Developer may, by written notice, direct the payment of any funds from the City hereunder to a different entity.

Section 13. Condition Subsequent.

~~Developer's obligations hereunder (and the City's bilateral obligations that would follow Developer's performance) are subject to the condition subsequent that Developer is, after commercially reasonable efforts, able to assemble the project financing reasonably necessary for the Project. If Developer has not assembled the project financing by December 1, 2025, this Agreement will automatically terminate unless otherwise agreed to in writing by City and Developer. Should the Developer receive the first General Fund Payment contemplated under Section 3(C) prior to termination of the Agreement under this Section 13, Developer shall repay the City in full the \$128,283.07 General Fund Payment.~~

This Agreement has been amended to remove the condition that the Agreement would automatically terminate should Developer fail to obtain project financing by December 1, 2025. City and Developer agree that Developer's failure to assemble project financing by December 1, 2025 shall not be cause for automatic termination.

EXHIBIT B

Section 14. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 15. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder,

EXHIBIT B

or shall be deemed to constitute a waiver of other rights and remedies provided to said party pursuant to this Agreement.

Section 16. Severability.

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

Section 17. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : UEP Bloomington LLC
ATTN: Justin Fern
134 North 1st Street
Rockford, Illinois 61107

With a copy to: Jeff Orduno
PO Box 4744
Rockford, Illinois 61110

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

EXHIBIT B

<i>With copies to:</i>	Megan Lamb 1804 N Naper Blvd <u>2441 Warrenville Road</u> Suite 350 <u>310</u>	City of Bloomington Attn: Legal 115 E.
Department Washington St. IL 61701	Naperville <u>Lisle</u> , Illinois 60563 <u>60532</u>	Bloomington,

Section 18. Successors in Interest.

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

Section 19. No Joint Venture, Agency or Partnership Created.

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

Section 20. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 21. Amendment.

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

EXHIBIT B

supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 22. Counterparts.

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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT B

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

CITY OF BLOOMINGTON

ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

UEP Bloomington LLC

ATTEST

Representative

EXHIBIT B

Exhibit A: Project Area – 112 E Washington Street (21-04-334-007), Bloomington, Illinois



EXHIBIT B

EXHIBIT B – PHASED PROJECT DESCRIPTION AND SCHEDULE

PHASE 1A - GJ Lofts Phase 1 -\$42MM

July 2026 – December 2027 (14 months for residential, 18 months for commercial)

Ground Floor: Starbucks

Floors 10-13: 57 apartment units, including: 49 one-bedroom apartments, 8 studio apartments

Floor 13: Fine Dining Restaurant

Infrastructure: All infrastructure and framing for building, including Phase 2

Amenities: Fitness center, rooftop deck with kitchen and lounge

PHASE 1B - Auto Hotel - \$2MM, April 2027 - December 2027 (9 months)

Use: 91 parking stalls and 1 retail office space

PHASE 2 - GJ Lofts Phase 2 - \$27MM, November 2027 - December 2028 (13)

Ground Floor: Level One Food Hall, 7,000 sq. ft., 2 additional food & beverage establishments

1 Retail Storefront, approximately 5,000 sq. ft.

Floors 2-9: 126 additional apartment units, including: 110 one-bedroom apartments • 3 studio apartments, 3 two-bedroom apartments



Regular Agenda Item No. 9.B.

For City Council: March 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Three-Year Contract with Granicus, LLC, for Government Experience Service Cloud Advanced Platform from Granicus, in the Amount of \$637,593.25, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities to Grow the Local Economy

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

Background: The City of Bloomington's current website and digital services environment is aging, fragmented, and operating on legacy Granicus infrastructure that is being phased out. At the same time, new federal Americans with Disabilities Act ("ADA") Title II regulations require that all municipalities with over 50,000 residents ensure full accessibility of websites, digital forms, documents, mobile apps, and service tools by April 24, 2026. Over the past year, City staff have made substantial efforts to align existing systems with these new accessibility standards, implementing as many improvements as possible within the constraints of the current platform. However, these efforts are inherently limited by the underlying technology.

The City currently spends at least \$123,000 annually on fragmented digital tools that perform overlapping functions. Consolidation under Service Cloud Advanced absorbs or replaces these existing contracts, while ensuring required ADA compliance and providing additional tools common in today's digital environment.

Recognizing that ADA compliance is not a one-time remediation but an ongoing operational responsibility, City IT has conducted a comprehensive evaluation of the current digital ecosystem, associated vendor contracts, and long-term service needs. This assessment indicates that maintaining multiple disconnected systems significantly increases costs, operational complexity, ADA compliance risk, and staff workload.

As a result, modernization is necessary regardless of vendor selection - particularly given the requirement to redesign and maintain accessibility across all subsites and digital services.

Why Service Cloud Advanced

City IT views this proposal not as a website renewal but as a strategic modernization and consolidation of these services. Moving to the Granicus Service Cloud Advanced platform provides:

- A fully ADA-accessible redesign of the main City website and four subsites on modern, supported infrastructure.
- Built-in tooling aligned with Web Content Accessibility Guidelines (WCAG) 2.2 AA, exceeding the DOJ's minimum WCAG 2.1 AA requirement.
- A single, integrated environment replacing fragmented systems for websites, forms, service requests, mobile app, engagement pages, and resident communications.
- Reduced operational complexity and long-term maintenance burden.

Key Features and Digital Service Improvements

- New Economic Development subsite supporting business attraction and redevelopment efforts.
- Government Experience Agent (GXA): an AI-driven website digital assistant that can reduce routine informational call volumes, freeing staff capacity. Also making it easier for residents and businesses to interact with the City.
- Unlimited ADA accessible forms and digital workflows, eliminating separate form-tool licensing.
- Unlimited engagement and project pages, reducing consultant-built microsites and improving consistency.
- A modernized, branded mobile app for integrated 311-style citizen service requests, and eliminates existing licenses for the current myBloomington app.
- Unified communications platform and expanded data and service insights.
- Dedicated Account Manager and annual consulting credits for ADA guidance, onboarding, and future site optimization.

City IT Perspective

From a technology strategy standpoint, this modernization:

- Ensures the City is positioned for the April 2026 ADA deadline and future accessibility updates.
- Replaces unsupported legacy infrastructure with a sustainable, future-ready platform.
- Enhances digital service delivery and consistency for residents and businesses.
- Reduces long-term redundancy, risk, and maintenance efforts across departments.
- Supports the growing need for structured, AI-optimized content as public reliance on generative AI tools expands.

The contract covers a three-year period at a total cost of \$637,593.25, with defined annual payments. Much of the City's current digital services spending already exists across separate contracts; this modernization effort consolidates those investments into a single platform.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase the Government Experience Service Cloud Advanced platform from Granicus, LLC, using the Omnia Partner Contract #159768

(expires 9/30/2028), in the amount of \$637,593.25. A budget transfer will be processed to move \$66,742.32 from the Information Technology-Capital Outlay Office and Computer Equipment account (10011610-72120) to the Information Technology-Repair Maintenance Office & Computer account (10011610-70530), where the purchase of \$130,000 will be expensed for Year 1 (FY 2026). The reason for the budget transfer is that the software licensing and services are not a fixed asset. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 161. Year 2 expense for FY27 = \$291,577.01, Year 3 expense for FY28 = \$178,864.24. The remaining \$37,152 will be billed as services are rendered.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Informational for Credit 1
4. Informational for Credit 2
5. Granicus _ OMNIA Partners _ Contract Documents
6. Public _ Sector _ Granicus _ Overview _ Flyer

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH GRANICUS, LLC, FOR GOVERNMENT EXPERIENCE SERVICE CLOUD ADVANCED PLATFORM FROM GRANICUS, IN THE AMOUNT OF \$637,593.25

WHEREAS, subject to the provisions of the City Code, City staff are recommending approving a three-year contract with Granicus, LLC, for Government Experience Service Cloud Advanced Platform from Granicus ("Contract"), in the amount of \$637,593.25; and

WHEREAS, the detailed quote for the three-year agreement is attached (Exhibit A); and

WHEREAS, the City's existing website and content management system ("CMS") contract with Granicus is due for renewal, and staff have evaluated the current digital environment, accessibility requirements, and long-term operational needs; and

WHEREAS, federal Title II and ADA accessibility standards have evolved, full compliance now requires site redesigns; and

WHEREAS, consolidating the City's dispersed digital tools into a single modern platform will reduce operational complexity, improve maintainability, and support a consistent user experience while providing new capabilities and enhanced accessibility features; and

WHEREAS, the Contract consists of a three-year contract for Granicus' Government Experience Service Cloud Advanced Platform, including website redesigns, integrated forms, AI-enabled accessibility tools, microsite capabilities, a dedicated Economic Development subsite, and a modernized mobile application, at a total cost of \$637,593.25; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Contract.

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 Manager, or designated representatives, are authorized to execute the Contract, and any other documents necessary to complete this transaction.

PASSED this 23rd day of March 2026.

APPROVED this ____ day of March 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Procurement Vehicle: OMNIA (159768) In Support of: Bloomington IL

ORDER DETAILS

Prepared By: Kimberly Steelman
Phone:
Email: kimberly.steelman@granicus.com
Order #: Q-528471
Prepared On: 13 Mar 2026
Expires On: 14 Mar 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 15 Mar 2026 - 14 Mar 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee – Core - Main City Website	1 Each	\$18,615.94
Government Experience Agent Beta Recurring	1 Each	\$0.00
govAccess - Maintenance, Hosting, & Licensing Fee – Core - Downtown Bloomington Subsite	1 Each	\$4,801.74
govAccess - Maint/Hosting/License Fee - Specialty Sub - Performing Arts Center Subsite	1 Each	\$6,253.78
govAccess Independent Subsite Maint & Hosting - Police Department Subsite	1 Each	\$3,490.59
SUBTOTAL:		\$33,162.05

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Government Experience Service Cloud Advanced - Set-up, Config, and Training	Upon Delivery	1 Each	\$32,184.18
Web Experience - Enhanced Package	Upon Delivery	1 Each	\$27,783.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Upon Delivery	1 Each	\$9,288.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Upon Delivery	1 Each	\$9,288.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Upon Delivery	1 Each	\$9,288.00
Granicus Web - Intranet-Specialty services pack - Specialty Subsite	Upon Delivery	1 Each	\$23,220.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Upon Delivery	1 Each	\$9,288.00
Government Experience Agent Set up and Configuration	Upon Delivery	1 Each	\$15,000.00
SUBTOTAL:			\$135,339.18

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Advanced <i>(Up to 50000 Unique Contacts)</i>	Annual	1 Each	\$133,564.35
OpenCities Subsite License	Annual	1 Each	\$1,480.28
OpenCities Subsite License	Annual	1 Each	\$1,480.28
OpenCities Subsite License	Annual	1 Each	\$1,480.28
OpenCities Subsite License	Annual	1 Each	\$1,741.50
Government Experience Agent	Annual	1 Each	\$15,000.00
OpenCities Subsite License	Annual	1 Each	\$1,480.28
SUBTOTAL:			\$156,226.97

Communications Cloud Tier:

100,000

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	15 Mar 2027 - 14 Mar 2028	15 Mar 2028 - 14 Mar 2029
Government Experience Service Cloud Advanced <i>(Up to 50000 Unique Contacts)</i>	\$142,913.85	\$152,917.82
OpenCities Subsite License	\$1,583.90	\$1,694.77
OpenCities Subsite License	\$1,583.90	\$1,694.77
OpenCities Subsite License	\$1,583.90	\$1,694.77
OpenCities Subsite License	\$1,863.41	\$1,993.84
Government Experience Agent	\$16,050.00	\$17,173.50
OpenCities Subsite License	\$1,583.90	\$1,694.77
SUBTOTAL:	\$167,162.86	\$178,864.24

Solution(s) Optional Years	Period of Performance	
	15 Mar 2029 - 14 Mar 2030	15 Mar 2030 - 14 Mar 2031
Government Experience Service Cloud Advanced <i>(Up to 50000 Unique Contacts)</i>	\$163,622.07	\$175,075.62
OpenCities Subsite License	\$1,813.41	\$1,940.35
OpenCities Subsite License	\$1,813.41	\$1,940.35
OpenCities Subsite License	\$1,813.41	\$1,940.35
OpenCities Subsite License	\$2,133.41	\$2,282.75
Government Experience Agent	\$18,375.65	\$19,661.94
OpenCities Subsite License	\$1,813.41	\$1,940.35
SUBTOTAL:	\$191,384.77	\$204,781.71

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
<p>Government Experience Service Cloud Advanced</p>	<p>The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:</p> <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> ○ Designated Experience Partner ○ Extended LMS Training On-demand ○ Access to Services Catalog ○ Monthly CX Program Brief to Review Insights & Recommendations ○ Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> ○ Community Satisfaction and Performance Monitoring ○ Government Effectiveness Score ○ Digital Experience Score ○ Quality of Life Surveys ○ In-app Reporting and Dashboards • Connected Technology <ul style="list-style-type: none"> ○ Service Web Portal ○ Enterprise Forms and Workflows (unlimited) <ul style="list-style-type: none"> ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 50GB file uploads and 2,000 web API calls per hour and 20 custom documents per form, (7) workspaces and advanced response workflows, (8) custom documents (certificates, permits, formal letters, and more), (9) form versioning and scheduling ○ Outbound Communications

Solution	Description
	<ul style="list-style-type: none"> ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. ▪ Marketing Automation includes audience segmentation, personalization, message testing, and mobile engagement. Dynamic segmentation around bulletins, engagement, and question (e.g. zip code) ▪ Canned campaigns for re-engagement and new subscriber onboarding ▪ Testing: Simple (A/B, 10/10/80) ○ Engagement and Sentiment Analysis (unlimited) ○ Embeddable Project Finder ○ Service Request and Constituent Relationship Management <ul style="list-style-type: none"> ▪ Tickets by internal users and/or web/mobile users, ▪ Tracking issues status and 2-way communication related to service requests, ▪ Enterprise features to organize by teams and/or SLAs ▪ Knowledge base articles including the ability to create, manage, and publish throughout the system and messaging system to create, manage and publish outbound messaging to users via email and push notifications ○ Ongoing security updates ○ Ongoing product updates and enhancements ○ Product accessibility maintained perpetually ○ 99.9% up-time guarantee ○ Technical Support Reporting (monthly) ○ Executive Escalation & Care Process ○ Support Coverage & Response Time SLAs <ul style="list-style-type: none"> ▪ Severity Level 1: System unavailable – 30 minutes ▪ Severity Level 2: Major system features unavailable, no user workaround – 1 hour ▪ Severity Level 3: Major system features unavailable, user workaround available – 2 hours

Solution	Description
	<ul style="list-style-type: none"> ▪ Severity Level 4: Transactional issue, user workaround available - 5 hours <p>A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts. * SMS/text messages and Oneview only available for US and UK customers.</p>
<p>Government Experience Service Cloud Advanced - Set-up, Config, and Training</p>	<p>The Service Cloud Advanced edition is a user-centric solution that prioritizes an exceptional user experience through a comprehensive UX process. This edition leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency. It is particularly well-suited for organizations ready to invest in a collaborative design process that highlights their existing branding while utilizing proven design and communication practices for effective digital transformation.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to five (5) Email message templates • Analysis of existing service request processes • One (1) Knowledge Base Article (used as example for client to build remainder of articles unless scoped as add-on) • Development/Implementation/component configuration, including: <ul style="list-style-type: none"> • Forms and workflow • Community satisfaction and performance monitoring • Community engagement and sentiment analysis • Email and SMS communications • Service request management and mobile applications • Service request knowledge base and messaging system • Remote Training – Specific training agenda is flexible and includes up to 20 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: <ul style="list-style-type: none"> • Forms and workflow: Four (4) hours total – Up to 25 people

Solution	Description
	<ul style="list-style-type: none"> • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Community engagement: Ninety (90) minutes total – Up to (10) people • Email and SMS communications: Two (2) hours total – Up to (10) people • Service request management: Three (3) hours total – Main System Administration and two end-users • Service request management knowledge base article: Thirty (30) minutes total – Up to 5 people • Service request management messaging: Thirty (30) minutes total – Up to 5 people <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i></p>
<p>Web Experience - Enhanced Package</p>	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management • Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> • One (1) site analytics report based on Google Analytics • One (1) homepage heatmap analytics visualization • One (1) internal stakeholder survey • One (1) Community survey export • One (1) modular homepage wireframe based on predefined building blocks

Solution	Description
	<ul style="list-style-type: none"> • Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design concept • Interior page sample • Mobile version sample • Up to three (3) rounds of design revisions • Up to two (2) CX features • choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training • Delivered in three (3) non-consecutive sessions eight (8) hours total • Up to ten (10) people
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p>
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p>
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p>
<p>OpenCities Subsite License</p>	<p>"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"</p>

Solution	Description
OpenCities Subsite License	"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"
OpenCities Subsite License	"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"
Granicus Web - Intranet-Specialty services pack - Specialty Subsite	Specialty Subsite package is intended to serve the needs of larger and often revenue-generating departments that have either maintained their own separate website in the past or would like to develop one as part of this project.
OpenCities Subsite License	"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"
Government Experience Agent	<p>Empower your government services with the Government Experience Agent (GXA), an AI-powered conversational agent designed to deliver clear, accurate, transparent, and accessible support to citizens.</p> <p>Key Features</p> <p>Data Integration:</p> <ul style="list-style-type: none"> • Ingest unlimited website data sources and non-published, machine-readable PDF documents for GXA to use as sources for responses • For agencies with govDelivery subscriptions, can use public bulletins as a data source. • Unlimited data storage • Additional integrations are priced and scoped separately <p>Conversational Intelligence:</p> <ul style="list-style-type: none"> • Responsive UI with precise, plain language summarization • Conversational history for context-aware interactions

Solution	Description
	<ul style="list-style-type: none"> • Session persistence for seamless user experience without authentication • Prompt response caching for faster replies <p>Accessibility & Multilingual Support:</p> <ul style="list-style-type: none"> • Available in 75 languages • Compliance with WCAG 2.2 AA Standards <p>Transparency & Trust:</p> <ul style="list-style-type: none"> • Source citation for responses to ensure verification and accountability • Automated response evaluation to maintain high standards of quality, relevance, and accuracy • Backend console view of interaction data history to provide records of interaction content, feedback, and metadata <p>Safety & Compliance:</p> <ul style="list-style-type: none"> • Built-in guardrails (both prompt-level and LLM-specific) to ensure safe and compliant interactions <p>Automation & Analytics:</p> <ul style="list-style-type: none"> • Automated web scraper to keep data sources up to date • User interaction analytics for performance insights <p>Ongoing Partnership Consultation:</p> <ul style="list-style-type: none"> • One (1) Experience Services Manager Review per quarter to review insights from GXA's analytics and provide guidance on ongoing optimization. This quarterly review will include recommendations on how to best leverage the included service credits to achieve your agency's specific goals.

Solution	Description
	<p>Experience Services & Premium Product Support</p> <ul style="list-style-type: none"> • Premium Support provided Monday through Friday • Experience Partner • Two hundred fifty (250) Service Credits per year <p>Additional Terms:</p> <ul style="list-style-type: none"> • Third-party / custom integrations are not included in the base subscription • Included service credits must be redeemed within one year of purchase
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p>
<p>Government Experience Agent Set up and Configuration</p>	<p>Initial setup, configuration, and optimization of GXA to get the agent live and embedded into your website.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"> • Professional Project Management (daily standup meetings; weekly communications) • Initial GXA technical configuration • Branding configuration • One (1) 60-minute Predefined Response Questions (PRQ) Workshop • One (1) web traffic report including top trafficked pages and most used search terms (assumes client provides access to Google Analytics & Google Search Console or similar web analytics tool) • Up to one (1) tailored list of commonly asked questions to support UAT (not to exceed 1,000 questions)

Solution	Description
	<ul style="list-style-type: none"> • One (1) AI-driven Jurisdictional Awareness Report • Up to four (4) hours of GXA administrative console training <p>Onboarding must be initiated within six weeks of contract close date.</p>
OpenCities Subsite License	<p>"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"</p>

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-528471 dated 13 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bloomington IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes: Payments shall become due and payable as follows:
 - Year 1 (Y1): Total Fees – \$130,000.00
 - \$15,000.00 in one-time fees for GXA
 - \$23,220.00 in one-time fees for the Economic Development Subsite
 - \$91,780.00 applied toward annual subscription fees
 - Year 2 (Y2): Total Fees – \$291,577.01
 - \$167,162.86 in regular subscription costs
 - \$64,446.97 in subscription cost carryover from Year 1
 - \$32,184.18 for Service Cloud Advanced setup, configuration, and training
 - \$27,783.00 for the Main City website redesign
 - Year 3 (Y3): Total Fees – \$178,864.24
 - \$178,864.24 in regular subscription costs

The remaining balance of \$37,152 covers the redesign of four city subsites and will be billed incrementally upon completion of each subsite.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.

- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- The terms and Conditions of the Agreement 159768 effective 08 DEC 2025 between Granicus and OMNIA Partners govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number:	
		<i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-528471 dated 13 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Bloomington IL	
Signature:	
Name:	
Title:	
Date:	

Reseller: Carahsoft
**Procurement Vehicle: GSA IT Schedule 70 In Support of: Bloomington
IL**

ORDER DETAILS

Prepared By: Kimberly Steelman
Phone:
Email: kimberly.steelman@granicus.com
Order #: Q-528580
Prepared On: 16 Mar 2026
Expires On: 07 May 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The Agreement will begin upon the date of signature and will continue through the end of the then current billing term.

It is the responsibility of the reseller or distributor to provide the End User with the Granicus Order Form and terms substantially similar to those set forth in the geographically relevant licensing agreement found at: <https://granicus.com/legal-licensing/>. Any pricing contained herein is the amount due to Granicus and must be removed prior to submission to the End User. This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice.

RESELLER IS NOT PERMITTED TO ENTER INTO AN AGREEMENT WITH AN END USER FOR GRANICUS PRODUCTS OR SERVICES ABSENT LEGALLY BINDING TERMS SUBSTANTIALLY SIMILAR TO THOSE SET FORTH IN THE GEOGRAPHICALLY RELEVANT LICENSING AGREEMENT FOUND AT: <https://granicus.com/legal-licensing/>

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Communications Cloud	0 Each	\$27,297.42
SUBTOTAL:		\$27,297.42

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud SMS Volume -	Annual	1 Each	\$3,800.00
SUBTOTAL:			\$3,800.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Except for services sold on a volume basis, which must be consumed during the then current billing term. Additional volume purchased herein will cover the period of 27 Mar 2026 - 19 Nov 2026 The additional volume and annual fees will be added to Bloomington IL's current subscription and will be included in the next renewal period.

Communications Cloud Tier:
for up to 99,999 potential users.

Granicus Order Form for Bloomington IL

ORDER DETAILS

Granicus Contact: Kimberly Steelman
Email: kimberly.steelman@granicus.com
Order #: Q-528580
Prepared On: 16 Mar 2026

ORDER TERMS

Currency: USD

Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Period of Performance: The Agreement will begin upon the date of signature and will continue through the end of the then current billing term.

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Existing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Communications Cloud SMS Volume -	Annual	1 Each

- *Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Except for services sold on a volume basis, which must be consumed during the then current billing term.*
- *Additional volume purchased herein will cover the period of 27 Mar 2026 - 19 Nov 2026 The additional volume and annual fees will be added to Bloomington IL's current subscription and will be included in the next renewal period.*

Communications Cloud Tier:
for up to 99,999 potential users.

PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud SMS Volume -	Additional SMS/Text Messaging includes: Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States* Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices *International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**

 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-528580 dated 16 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bloomington IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

Granicus Proposal for Bloomington IL

ORDER DETAILS

Prepared By: Kimberly Steelman
Phone:
Email: kimberly.steelman@granicus.com
Order #: Q-528581
Prepared On: 17 Mar 2026
Expires On: 07 May 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The Agreement will begin upon the date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess - Maint/Hosting/License Fee - Independent Sub	0 Each	\$2,404.29
SUBTOTAL:		\$2,404.29

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Except for services sold on a volume basis, which must be consumed during the then current billing term.

PRODUCT DESCRIPTIONS

TERMS & CONDITIONS

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- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-528581 dated 17 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Bloomington IL	
Signature:	
Name:	
Title:	
Date:	



Granicus

IT & Technology Services

Granicus is the leading provider of citizen engagement technologies and services for the public sector, bringing governments closer to the people they serve with the first-and-only Civic Engagement Platform. Available through our cooperative contract with OMNIA Partners, the platform brings together website management, digital communications, 311 service requests, online transactions, and meeting transparency to connect governments and their communities.

Granicus works with more than 4,500 government organizations and connects more than 250 million people in the largest Citizen Subscriber Network of its kind.

Click Your Industry

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Public Sector



K-12 Education



Higher Education



State & Local Government

Granicus helps public agencies modernize their online services, web presence, and communications strategies. Available through OMNIA Partners, Granicus offers seamless digital solutions that help government actively reach, inform, and engage citizens on the government's first unified civic engagement platform.

- **Software and SaaS Solutions**

Region 14 ESC - TX | 159768

VIEW CONTRACT DOCUMENTATION

CONTACT US



Empowering Modern Digital Government

- 4,500 Organizations** across the globe use Granicus every day to improve government transparency and engage citizens.
- 200 MILLION** citizens in the Gov.Delivery Network subscribed to receive targeted government communications.
- 40 OF THE 50** most populous U.S. cities use Granicus tools including New York, Chicago & Los Angeles.
- 5 MILLION+** government legislative media files are being accessed by citizens.

Granicus helps modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

Take the first step. Contact us to set up a meeting at info@granicus.com.

Granicus Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Software and SaaS Solutions

Region 14 ESC - TX

Contract Number: 159768

Initial Term: December 8, 2025 through September 30, 2028

Renewal Options: Option to renew for two (2) additional one-year periods
September 30, 2030

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Official Signed Contract SSA and SLA](#)
- [Contract Award Documents](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Questions and Answers](#)
- [RFP Receipt List](#)
- [Proof of Publication](#)



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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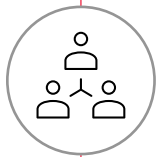


Empowering Modern **Digital** Government



4,500 Organizations

across the globe use Granicus every day to improve government transparency and engage citizens.



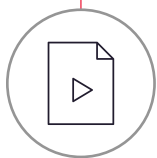
200 MILLION

citizens in the GovDelivery Network: subscribed to receive targeted government communications.



40 OF THE 50

most populous U.S. cities use Granicus tools including New York, Chicago & Los Angeles.



5 MILLION+

government legislative media files are being accessed by citizens.

Granicus helps modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

Take the first step. Contact us to set up a meeting at info@granicus.com.