



**City of Bloomington  
City Council  
Regular Session  
April 13, 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, April 13, 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. Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Tier II Accreditation to the Bloomington Police Department, as requested by the Police Department.** (Recommended Motion: None; Presentation only)
  - B. Recognition of the Proclamation of April 24, 2026, as Arbor Day, as requested by the Parks & Recreation Department.** (Recommended Motion: None; Presentation Only.)
  - C. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto: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](http://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. 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 March 9, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
  - B. Consideration and Action to Approve the Minutes of the March 16, 2026, Special City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
  - C. Consideration and Action on Approving Bills and Payroll in the Amount of \$16,549,950.16, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)

- D. **Consideration and Action on a Resolution (1) Approving the Purchase of Six 2026 Ford Police Interceptor Utility Vehicles, from Schimmer Ford (Bid #2026-32), in the Amount of \$267,655.86; and (2) Declaring the Replaced Units as Surplus and Granting Authority to Dispose of Replaced Units at an Online Public Auction, as requested by the Public Works Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving the Purchase of UKG Intouch TimeClocks and Support Service Software, from UKG Kronos Systems, LLC, for the Replacement of Aging Devices, in the Amount of \$109,920, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Approving a Change Order to Purchase Order #20260139-00, for the Ambulance Billing and Collection Services, with EMS Management & Consultants, Inc., in an Amount Not to Exceed \$50,000, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving the First Amendment to the Constitution Trail – Lafayette Street to Hamilton Road Project Agreement for Professional Services with Hutchison Engineering, Inc., Regarding Additional Phase II Design, in the Amount of \$22,507, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving an Agreement with Evoqua Water Technologies, LLC, for Supply and Delivery of Bioxide Solution for The Grove Sewage Lift Station Force Main, for a Five-Year Period Beginning May 1, 2026, and Ending April 30, 2031, in the Amount of \$246,830, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving an Agreement with Pipeworks, Inc., for the Police Department HVAC Modifications (Bid #2026-29), in the Amount of \$726,050, as requested by the Administration - Facilities Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center for the Stormwater Education Program, for a Three-Year Period Beginning March 1, 2026, and ending February 28, 2029, in the Annual Amount of \$47,159, with a Possible 3% Increase Year Over Year, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- K. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for FY 2026 Community Development Block Grant (CDBG) South Sidewalks Phase II (Bid #2026-22), in the Amount of \$89,877, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- L. **Consideration and Action on (1) a Resolution Approving an Agreement for**

**Professional Services with Crawford, Murphy & Tilly, Inc., for Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project - Phase 1, in an Amount Not to Exceed \$389,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of \$389,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)**

- M. **Consideration and Action on (1) a Resolution Awarding a Construction Contract to George Gildner, Inc., for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, in the Amount of \$10,896,874.10; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of \$6,396,874.10, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)**
- N. **Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc., for the Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 8 (Bid #2026-27), in the Amount of \$7,901,316, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)**
- O. **Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 (Empire Street) Improvements, in an Estimated Amount of \$902,807; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) Improvements, in the Amount of \$1,128,509, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)**
- P. **Consideration and Action on an Ordinance Approving the First Amendment to the Fiscal Year 2025 General Resurfacing Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$532,182.42, as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)**
- Q. **Consideration and Action on an Application from Revery Bloomington, LLC, located at 704 McGregor St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved with the following conditions: (1) without the sale of packaged liquor; and (2) that the establishment closes at 9:00 PM daily.)**
- R. **Consideration and Action on an Application from 505 Pub, LLC, d/b/a Pub I, located at 505 W. Market St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)**
- S. **Consideration and Action on an Application from Tailwind BMI, LLC, d/b/a Jetstream Restaurant and Radar Bar & Turbo Bar, located at 3201 CIRA Dr.,**

**Requesting Approval of a Change in Ultimate Parent Company for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

- T. **Consideration and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

## 8. Regular Agenda

- A. **Presentation of the Bloomington Police Department's 2025 Annual Report, as requested by the Police Department.** (Recommended Motion: None; Presentation and discussion only.) (Presentation by Jamal Simington, Chief of Police, 15 minutes; and City Council Discussion, 10 minutes.)
- B. **Consideration and Action on an Ordinance Authorizing the Approval and Execution of a Purchase and Sale Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for the Market St. Garage Property Located at 202 West Market Street (PIN: 21-04-187-009), as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, and Billy Tyus, Sr. Deputy City Manager, 10 Minutes; and City Council Discussion, 10 minutes.)
- C. **Consideration and Action on an Ordinance Approving a Lease Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for Operation of a Proposed Public Parking Facility to be Located at 202 West Market Street, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager and Billy Tyus, Sr. Deputy City Manager. 5 minutes; and City Council Discussion, 5 minutes.)
- D. **Consideration and Action on the Adoption of the Fiscal Year 2027 Budget and Appropriation Ordinance, as requested by the Finance Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, and Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)
- E. **Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, related to the McLean County Museum of History, as requested by the Finance Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 5 minutes.)

## 9. City Manager's Discussion

## 10. Council Member Discussion

## 11. Mayor's Discussion

## **12. Executive Session**

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

## **13. 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](mailto:mhurt@cityblm.org).



**Recognition/Appointments Item No. 5.A.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Tier II Accreditation to the Bloomington Police Department, as requested by the Police Department.

**Recommended Motion:** None; Presentation only

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** City decisions consistent with plans and policies

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

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** N/A

**Attachments:**

None



**Recognition/Appointments Item No. 5.B.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Recognition of the Proclamation of April 24, 2026, as Arbor Day, as requested by the Parks & Recreation Department.

**Recommended Motion:** None; Presentation Only.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** Arbor Day is April 24, 2026. As a requirement for Tree City USA, the Mayor has to officially declare this through a Proclamation.

**Community Groups/Interested Persons Contacted:** National Arbor Day Foundation, State of Illinois, Tree City USA Committee

**Financial Impact:** N/A

**Attachments:**

1. Proclamation - Arbor Day 2026



**TREE CITY USA**  
An Arbor Day Foundation Program

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\*\*\* OFFICIAL PROCLAMATION \*\*\*

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**WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

**WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

**WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*

**WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

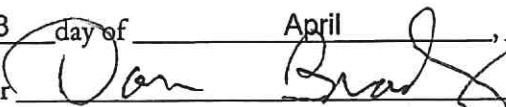
**WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

**WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

**WHEREAS** trees — wherever they are planted — are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, Dan Brady, Mayor of the City of Bloomington, IL, do hereby proclaim April 24, 2026 as **ARBOR DAY** In the City of Bloomington, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

**FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**DATED THIS** 13 day of April, 2026  
Mayor 





**Recognition/Appointments Item No. 5.C.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

**Recommended Motion:** None; Recognition only.

**Strategic Plan:**

**Goal 5.** Prosperous Downtown Bloomington

**Objective 5b.** City decisions consistent with plans and policies

**Background:** The included appointments are representative of the Council's approval from the March 23, 2026, Council meeting.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** N/A

**Attachments:**

1. Recognition of Appointments from 032326 Council

# Appointments

Bloomington Housing Authority Board:

- **Jeff Brown**
- **Megan Hawkes**



**Consent Agenda Item No. 7.A.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action to Approve the Minutes of the March 9, 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 03-09-2026 Council Minutes



**Minutes  
City Council - Regular Session  
Monday, March 9, 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 Micheal Mosley Mayor Dan Brady  
Council Member Sheila Montney  
Council Member John Danenberger  
Council Member Michael Straza  
Council Member Cody Hendricks  
Council Member Mollie Ward  
Council Member Kent Lee  
Council Member Abby Scott

**Absent:** Council Member Jenna Kearns

**Recognition/Appointments**

Item 5.A. Proclamation of March 20, 2026, as EID-UL-FITR Day, as requested by the Administration Department.

Mayor Brady shared that the Item would return for recognition at a future meeting date.

Item 5.B. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

The Mayor recognized Brian Kiley, Building Board of Appeals, and Bruce Tompkins, McLean County Regional Planning Commission.

**Public Comment**

Mayor Brady read a public comment statement of procedure. The following spoke in person: (1) Zach Carlson; (2) Matt Erickson; and (3) Chris Gibbons. John Woods registered to speak, but was not present. Zach Ferrier emailed public comment.

**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.

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

Item 7.A. Consideration and Action to Approve the Minutes of the February 8, 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

\$7,612,970.63, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on a Resolution Approving the Purchase of Four New Henke/Wausau Snowplows, from Koenig Body and Equipment, Inc., in the Amount of \$134,912, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2026 – 027**

**A RESOLUTION APPROVING THE PURCHASE OF FOUR NEW HENKE/WAUSAU SNOWPLOWS, FROM KOENIG BODY AND EQUIPMENT, INC., IN THE AMOUNT OF \$134,912**

Item 7.D. Consideration and Action on a Resolution Approving the Purchase of Three (3) JRB-Komatsu Wheel Loader Buckets, from Roland Machinery Company, in the Amount of \$59,355, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2026 – 028**

**A RESOLUTION APPROVING THE PURCHASE OF THREE (3) JRB-KOMATSU WHEEL LOADER BUCKETS, FROM ROLAND MACHINERY COMPANY, IN THE AMOUNT OF \$59,355**

Item 7.E. Consideration and Action on a Resolution Approving the Release of Certain Closed Executive Session Meeting Minutes, as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2026 – 029**

**ON A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED EXECUTIVE SESSION MEETING MINUTES**

Item 7.F. Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with Rowe Construction, A Division of United Contractors Midwest, for the Fiscal Year 2027 General Street Resurfacing Program, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2026 – 030**

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FISCAL YEAR 2027 GENERAL STREET RESURFACING PROGRAM**

Item 7.G. Consideration and Action on an Ordinance Approving the Third Amendment to the Agreement for Energy Brokerage Services with the Stone River Group Regarding Term Extension, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2026 – 017**

**AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE AGREEMENT FOR ENERGY BROKERAGE SERVICES WITH THE STONE RIVER GROUP REGARDING TERM MINUTES**

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MONDAY, MARCH 9, 2026, 6:00 PM  
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## EXTENSION

Item 7.H. Consideration and Action on an Ordinance Approving a Special Use Permit for a Wireless Communications Facility in the B-1 (General Commercial) District 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.)

### ORDINANCE NO. 2026 – 018

#### **AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR THE PROPERTY COMMONLY KNOWN AS 1106 INTERSTATE DRIVE (PIN: 13-36-401-001)**

Item 7.I. Consideration and Action on an Application from SB Group 1, LLC, located at 1802 W. Market St., Requesting Approval of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.J. Consideration and Action on an Application from Singh Munder, Inc., d/b/a Munder Foodmart, 1801 S. Veteran's Pkwy, Requesting Approval of a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.K. Consideration and Action on an Application from RV Petroleum, LLC, located at 1331 N. Linden St., Requesting Approval of a Class PB (Package, Beer & Wine Only) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

**Mayor Brady directed the Clerk to call roll:**

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

**Motion Carried.**

#### **Regular Agenda**

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Approving a Tri-Party Development Agreement by and between the City of Bloomington, The Carle Foundation, and Deneen Brothers Farm, LLC, for the Undeveloped Property North of IL Route 9, South of Cornelious Drive Extended, and East of Trinity Lane (PIN: 15-31-300-020), as requested by the Development Services Department.

Council Member Ward recused herself due to working for The Carle Foundation (6:13 PM).

Senior Deputy City Manager ("DCM") Billy Tyus stressed the positive impacts the Item will have on the community.

Kelly Pfeifer, Development Services Director, presented the preliminary plan (concept drawings), explaining that the project was modeled after Carle at the Fields and would create a regional healthcare hub with medical facilities, commercial uses, a trail connection to the Constitution Trail, and potential multifamily housing. She noted the agreement included the construction of a private road, retention basin, and trail to connect the Constitution Trail, which the City would take possession of once the three portions were constructed. Director Pfeifer noted that

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CITY COUNCIL - REGULAR SESSION

MONDAY, MARCH 9, 2026, 6:00 PM

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the project would complete long-planned infrastructure, improve traffic circulation, and serve as a key Eastern bookend to the Empire Street commercial corridor.

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

**Mayor Brady directed the Clerk to call roll:**

**Ayes:** Mosley, Montney, Danenberger, Straza, Hendricks, Lee, Scott

**Abstain:** Ward

**Motion Carried.**

**ORDINANCE NO. 2026 – 019**

**AN ORDINANCE APPROVING A TRI-PARTY DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, THE CARLE FOUNDATION, AND DENEEN BROTHERS FARM, LLC, FOR THE UNDEVELOPED PROPERTY NORTH OF IL ROUTE 9, SOUTH OF CORNELIOUS DRIVE EXTENDED, AND EAST OF TRINITY LANE (PIN: 15-31-300-020)**

Council Member Ward returned to the meeting (6:23 PM).

The following Item was presented:

Item 8.B. Consideration and Action on an Ordinance Approving a Redevelopment Agreement between the City of Bloomington and Lifelong Access, for Downtown Parking and in Support of the Redevelopment of the Former Pantagraph Building, Located at 301 W. Washington St., as requested by the Administration Department.

DCM Tyus presented an overview of the proposed redevelopment agreement with Lifelong Access for Downtown parking in support of the former Pantagraph building's redevelopment into a services campus. He explained that, after the Market Street Parking Garage proved too costly to replace with a structured facility, the City and Connect Transit pivoted to a lower-cost plan involving demolition of the garage, creation of some on-site surface parking, and relocation of additional parking to nearby lots. As part of this, the City negotiated with Lifelong Access to acquire and construct surface parking on lots north of the former Pantagraph building and an adjacent parcel, while granting Lifelong Access a long-term lease for parking at the existing Elks lot. He noted that the arrangement would provide more total parking spaces than the original garage design at a fraction of the cost, retain all parking revenues for the City, add a small Downtown green space, and support both the Arena and the new Lifelong Access campus, while still allowing future development options on nearby properties.

City Manager Jeff Jurgens added that Lifelong Access had been a strong partner in developing the Downtown Parking Plan and that the agreement was designed to benefit both the City and Lifelong Access. He noted that, although the Elks lot lease was for 99 years, both sides understood the need for flexibility if future development occurred and alternative parking could be provided. He indicated that a future parking garage in the area was still likely and concluded by thanking staff and Lifelong Access for their extensive work on the agreement.

Council Member Hendricks and DCM Tyus discussed one-way and angled parking on Roosevelt Street and how the design was meant to safely handle bus traffic and add parking.

Council Member Mosley and DCM Tyus then discussed the need for a 99-year lease and

that the long term was meant to give Lifelong Access long-range parking certainty for its major investment while still allowing the City to maintain ownership of the Elks property. DCM Tyus noted that detailed lease terms were being drafted and would address the specific concerns discussed.

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

**Mayor Brady directed the Clerk to call roll:**

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

**Motion Carried.**

### **ORDINANCE NO. 2026 – 020**

#### **AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND LIFELONG ACCESS, FOR DOWNTOWN PARKING AND IN SUPPORT OF THE REDEVELOPMENT OF THE FORMER PANTAGRAPH BUILDING, LOCATED AT 301 W. WASHINGTON ST.**

The following Item was presented:

Item 8.C. Fiscal Year 2027 Proposed Budget Presentation, as requested by the Finance Department.

City Manager Jurgens gave an overview of the proposed Fiscal Year ("FY") 2027 budget, explaining that the formal proposal matched the earlier preview presented. He noted that detailed budget books had been published online, covering the General Fund and Capital/Enterprise Funds. He highlighted major themes: a historic increase in water capital investment funded by prior water rate changes, higher costs from inflation and health insurance, and continued prioritization of public safety, infrastructure, housing, and economic vitality. He outlined the budget adoption schedule and emphasized transparency and public access to all materials.

City Manager Jurgens and Finance Director Scott Rathbun explained that the main driver of the overall increase in the budget was a large, planned expansion of the City's water system capital projects funded by earlier water rate changes. They noted that, aside from these one-time capital costs, operating budget growth was relatively modest and continued to prioritize public safety, infrastructure, housing, and economic vitality, while also covering higher inflation, utility, and health insurance costs. They said the City would postpone issuing a large new bond for major facilities until revenues were better confirmed and instead would use FY 2027 to catch up on equipment and critical maintenance. They then outlined the upcoming schedule for capital project presentations, the public hearing, and final budget adoption, and pointed residents to the City's website for full budget details.

Council Member Montney raised concerns about the size of the budget increase, how much of it was being covered by new water-rate revenues, and the City's overall debt and deferred maintenance. She asked for clear public information on the Arena's original cost, remaining principal, and total debt service, and requested a more concrete inventory of deferred maintenance. She also questioned whether some reserves could be used to pay down existing debt instead of refinancing. Director Rathbun replied that most of the increase in service-charge revenue was from water rates, that water revenues legally could not be used to pay non-water debt, and that staff were developing a deferred maintenance inventory. He agreed to provide clearer Arena debt figures and noted that decisions on debt paydown versus refinancing involved

legal limits, policy choices, and advice from the City's financial consultants.

Council Member Mosley and Director Rathbun discussed why the City delayed a major bond issue and how interest rates and rising project costs influenced that choice. Director Rathbun explained that the delay was primarily to verify new revenues would be sufficient to cover future debt payments and to use the coming year to catch up on equipment and maintenance. He noted that waiting could result in borrowing at lower interest rates, even though construction costs could increase, and characterized the decision as a risk-reward balance.

Mayor Brady and Director Rathbun discussed the 2016 mental health sales tax, which showed the 10% of home rule sales tax revenue the City remitted to the County for mental health, noting it reflected as a pass-through policy decision rather than an expansion of City government.

Council Member Danenberger left the meeting (7:09 PM).

### **City Manager's Discussion**

City Manager Jeff Jurgens provided an update on the drought and water conservation efforts. He reported that instead of having the regularly planned Committee of the Whole meeting the following week, there would be a special City Council meeting to allow voting. He reminded the community where to find FY 2027 budget materials online and closed by thanking Council Member Ward, the Mayor, Police leadership, and residents for participating in a recent neighborhood meeting on gun violence. He emphasized the City's commitment to addressing safety concerns in that area.

Council Member Danenberger returned to the meeting (7:12 PM).

### **Council Member Discussion**

Council Member Ward talked the recent neighborhood meeting on gun violence that the City Manager had mentioned. She thanked City leaders, Police, the host church, and residents for participating, noting progress on related issues and a strong interest in forming a neighborhood association. She urged the City to shift funding toward proactive violence-prevention efforts rather than only reactive measures.

Council Member Scott encouraged the community to participate in early voting.

Council Member Montney thanked Director Pfeifer, DCM Tyus, and their staff for their extensive work on right-zoning the Old Farm Lakes subdivision.

Council Member Mosley reported on his first neighborhood walk of the year in the Oakwood Subdivision with Sergeant Nowers and the Police Department. He thanked them for their participation, noting the value of educating residents on City services.

### **Mayor's Discussion**

Mayor Brady discussed his recent One Voice trip in Washington, D.C., where he, Council Member Straza, and City Manager Jurgens advocated directly with federal legislators and the City's lobbyists for Bloomington's capital needs and projects. He noted his participation in starting the Zoo Stampede race, highlighting strong community support for the Zoo and its Foundation.

### **Executive Session**

No Executive Session was held.

**Adjournment**

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

**Mayor Brady directed the Clerk to call roll:**

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

**Motion Carried** (viva voce).

The meeting adjourned at 7:24 PM.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

DRAFT



**Consent Agenda Item No. 7.B.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action to Approve the Minutes of the March 16, 2026, Special 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 03-16-26 Special City Council Meeting Minutes



**Minutes  
City Council - Special Session  
Monday, March 16, 2026 - 6:00 PM**

The City Council convened in special 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 Mayor Dan Brady  
Council Member Micheal Mosley  
Council Member John Danenberger  
Council Member Michael Straza  
Council Member Cody Hendricks  
Council Member Kent Lee  
Council Member Abby Scott

**Absent:** Council Member Sheila Montney  
Council Member Mollie Ward

**Public Comment**

Mayor Brady read a public comment statement of procedure. John Woods spoke in person. Cam Touchet registered to speak, but was not present. John Woods emailed public comment.

**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.

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

Item 6.A. Consideration and Action to Approve the Minutes of the February 17, 2026, Regular Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 6.B. Consideration and Action on an Ordinance Authorizing the Execution of a Quit Claim Deed for the Purpose of Clearing Title to Certain Real Property and Conveying Any City of Bloomington Interest in that Property to the Bloomington-Normal Water Reclamation District, as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2026 - 021**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED FOR THE PURPOSE OF CLEARING TITLE TO CERTAIN REAL PROPERTY AND CONVEYING ANY CITY OF BLOOMINGTON INTEREST IN THAT PROPERTY TO THE BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT**

**Mayor Brady directed the Clerk to call roll:**

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

**Motion Carried.**

## **Regular Agenda**

The following Item was presented:

Item 7.A. Presentation and Discussion of the Fiscal Year 2027 Proposed Budget - Capital Projects and other Key Initiatives, as requested by the Finance Department.

City Manager Jeff Jurgens introduced the Fiscal Year ("FY") 2027 Budget presentation focused on capital projects and key initiatives.

Finance Director Scott Rathbun provided an overview of the FY 2027 Capital Projects budget. He noted that total capital spending was \$111.7 million, a major increase of about \$31 million over FY 2026, and roughly 30% of the Citywide budget of \$370.5 million. He emphasized that it reflected a strong focus on infrastructure investment as they were putting taxpayer dollars directly into projects that benefit residents.

A detailed presentation focused on department capital projects was led by each of the applicable Department Directors responsible for said projects.

Mayor Brady thanked Administration and the Department Directors for their presentations.

Council Member Kearns asked how planned subdivision/zoning updates would connect with neighborhood revitalization and allow for community input. Cordaryl Patrick, Community Impact & Enhancement Director, explained that property maintenance staff already enforced some zoning rules and would continue to be part of an internal team guiding the zoning update ensuring revitalization and enforcement stay coordinated. Kelly Pfeifer, Development Services Director, explained that the subdivision update would primarily affect how land was divided for future development (lot lines, plats, infill, missing-middle housing, etc.), not impacting existing homes. She added that they intended to make development processes clearer and more efficient, rather than changing already established neighborhoods.

Council Member Mosley and Director Patrick discussed staffing needed to enforce vacant and foreclosure ordinances. Council Member Mosley confirmed with City Manager Jurgens that there were no new position creations for City Engineers, but that engineering positions were available with fulfillment underway.

Council Member Scott and City Manager Jurgens discussed the return on investments with funding allocated to community groups. Director Pfeifer elaborated on the partnership with Bloomington Normal Economic Development Council ("BN-EDC"), which manages the Enterprise Zone, and how the collaboration had proven successful.

Council Member Straza confirmed with Director Pfeifer that updating subdivision and zoning tools to support infill housing would not remove protections from existing neighborhoods. He then discussed with Mose Rickey, Public Works Director, how the new asphalt paver would be used on residential roads.

Council Member Lee discussed futureproofing of sewers and streets with Brett Leuschen, Water Director, and Jim Karch, Engineering Director. He further discussed the required lead service line replacement mandate and deadline with Director Leuschen.

Council Member Hendricks confirmed with City Manager Jurgens that the FY 2027 budget

was higher than last year only because of \$82 million in mandated water projects and that without those projects the total budget would have been slightly lower.

Council Member Kearns and Director Karch discussed the status of the Locust - Colton Combined Sewer Overflow ("CSO") and how Phases 8 and 9 must be completed by April 2030 to meet Illinois Environmental Protection Agency ("IEPA") requirements to avoid enforcement action.

Council Member Straza and Director Leuschen discussed the availability of the state or federal "forgiveness" funding for water projects.

Mayor Brady asked Director Leuschen to review timelines for the water projects. Director Leuschen responded accordingly.

**Council Member Mosley offered to extend the Council discussion time. Mayor Brady insinuated that he could wrap up his final comments quickly.**

Mayor Brady asked staff to review how the \$82 million in water projects would be funded and whether the work was realistic under current federal and state funding issues. City Manager Jurgens said they were built into the budget, financed with bonds, and repaid through existing water rates. He then stated that the City was on track and ahead on key compliance requirements and would remain so. Director Lueschen noted the projects would be split among multiple contractors.

Mayor Brady discussed various items with Director Pfeifer including the proposed Economic Development website and related tools. He then went on to discuss staffing of a recently purchased asphalt paver needed with Directors Rickey and Karch.

### **City Manager's Discussion**

City Manager Jurgens reported that McLean County remained in a drought, but that the combined lake deficits for the City had improved. He celebrated Stage 2 of Phase 1 of the Downtown Streetscape starting with completion expected by early to mid-summer. He also presented the redesigned Connect Transit Downtown Transfer Station noting it was still under review by the Federal Transit Administration. Lastly, he reminded everyone that all FY 2027 budget materials were available on the City's website.

### **Council Member Discussion**

Council Member Scott thanked the Islamic Center of McLean County for inviting her and her husband to enjoy a meal at the Center. She shared about their experience and stressed the importance of the Center and their members in Bloomington.

Council Member Hendricks shared about his recent visit to the Islamic Center of McLean County as well, and discussed how the City could support the Center's growing congregation.

Council Member Straza reminded the community to vote.

Council Member Mosley thanked Director Rathbun for answering tough budget questions and for his informative yet easy-to-follow budget presentations.

Council Member Kearns echoed comments about the Islamic Center of McLean County. She looked forward to continuing to build bridges with the Center and its community. She reported on a recent visit to the Police Department's Real-Time Crime Center sharing how impressed she was with the Department's methods for solving crime and handling and protecting data including information from FLOCK cameras. She hoped to share that understanding with constituents and help connect them to staff who could address privacy questions.

**Mayor's Discussion**

Mayor Brady echoed Council’s remarks about the Islamic Center of McLean County noting his long-standing relationship with the Center and its families. He then reported on his recent tour of The Bridge project with a representative from Congressman Sorensen’s Office who was very impressed. He also discussed he and Council Member Straza representing Bloomington at the “Sharing of the Green” parade in Uptown Normal.

**Executive Session**

No Executive Session was held.

**Adjournment**

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

**Mayor Brady directed the Clerk to call roll:**

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

**Motion Carried.**

The meeting adjourned at 7:42 PM.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk



**Consent Agenda Item No. 7.C.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on Approving Bills and Payroll in the Amount of \$16,549,950.16, 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 \$16,549,950.16 (Payroll total \$6,973,070.46, Accounts Payable total \$9,326,374.25, Bank Transfers total \$128,461.57, and Procurement Card Purchase total \$122,043.88).

**Attachments:**

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
3/20/2026	2,744,423.05	682,743.28	3,427,166.33
4/3/2026	2,786,160.18	679,626.92	3,465,787.10
Off Cycle Adjustments	79,790.81	326.22	80,117.03
<b>PAYROLL TOTAL</b>			<b>6,973,070.46</b>

**ACCOUNTS PAYABLE**

Date	Bank	Total
4/13/2026	AP General	\$ 8,381,722.16
4/13/2026	AP JMScott	\$ -
4/13/2026	AP Comm Devel	\$ 27,659.52
4/13/2026	AP IHDA	\$ 50,648.00
4/13/2026	AP Library	\$ 197,234.86
4/13/2026	AP MFT	\$ 297,460.46
03/19/2026-04/02/2026	Out of Cycle AP	\$ 371,649.25
03/06/2026-04/03/2026	AP Bank Transfers	\$ 128,461.57
02/03/2026-03/02/2026	PCARDS	\$ 122,043.88
<b>ACCOUNTS PAYABLE TOTAL</b>		<b>\$ 9,576,879.70</b>

**GRAND TOTAL           \$           16,549,950.16**

**Respectfully,**

**F Scott Rathbun  
Director of Finance**



## Consent Agenda Item No. 7.D.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution (1) Approving the Purchase of Six 2026 Ford Police Interceptor Utility Vehicles, from Schimmer Ford (Bid #2026-32), in the Amount of \$267,655.86; and (2) Declaring the Replaced Units as Surplus and Granting Authority to Dispose of Replaced Units at an Online Public Auction, as requested by the Public Works 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 Police Department is recommending the purchase of six (6) Ford Police Interceptor vehicles through Schimmer Ford using Bid #2026-32.

The Police Department has four (4) marked patrol units (P10, P11, P24, and P32) and two (2) detective units (P41 and P48) to be replaced next fiscal year. The total repair and maintenance costs to date on the four patrol units are \$45,911.41, and \$8,032.22 on the two detective units. Recent issues with these vehicles include tires, alternator, o2 sensors, chassis and emergency lights, brakes, HVAC issues, suspension, CV axles, seat, seat belts, and batteries.

The City issued Bid #2026-32 on March 3, 2026, for the Police Department 2026 or Newer Police Interceptor Utility AWD Vehicles (6). On March 18, 2026, the City received two bid submissions that were publicly opened and evaluated for requested variances from the specifications as well as pricing and delivery time. Schimmer Ford was the lowest responsive and responsible bid at \$267,655.86, and neither bidder qualified for the Local Preference Policy. The new Police Interceptor vehicles include specifications for increased driver interior space, all-wheel drive capability for use in snow and ice events, and are pursuit-rated. None of the bidders met the local preference policy.

**Community Groups/Interested Persons Contacted:** The request for bids (#2026-32-PD) was released on Tuesday, March 3, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

**Financial Impact:** This is a FY 2027 Budget Item. If approved, the City will purchase the six vehicles in Fiscal Year 2027 from Shimmer Ford, in the amount of \$267,655.86, using City of Bloomington Bid #2026-32-PD, and dispose of the replaced units through public auction. The units are budgeted under the Police-Capital Outlay Licensed Vehicle account (10015110-72130). There will be additional costs after these vehicles are built for upfitting via a separate vendor. The total budgeted for these vehicles is \$415,272. Stakeholders can locate this in the

FY 2027 Proposed Budget Books titled "Budget Overview & General Fund" on page 207 and "Other Funds Capitol Improvement" on page 78.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Schimmer Quote
3. Bid #2026-32 - Evaluation Tabulation - Police Interceptor Utility Vehicles (6)

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION (1) APPROVING THE PURCHASE OF SIX 2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES, FROM SCHIMMER FORD (BID #2026-32), IN THE AMOUNT OF \$267,655.86; AND (2) DECLARING THE REPLACED UNITS AS SURPLUS AND GRANTING AUTHORITY TO DISPOSE OF REPLACED UNITS AT AN ONLINE PUBLIC AUCTION**

**WHEREAS**, subject to the provisions of the City Code, staff are recommending the purchase of six (6) new 2026 Ford Police Interceptor Utility Vehicles (“Purchase”), in the Amount of \$267,655.86, as well as that the replaced units be declared as surplus and staff given the authority to dispose of the replaced units at an online public auction; and

**WHEREAS**, the total cost of the Purchase is \$267,655.86, including listed options (upfitting), destination, delivery to and from upfitting location, and delivery fees to the City; and

**WHEREAS**, the detailed quote is attached as Exhibit A; and

**WHEREAS**, the City issued Bid #2026-32 for Police Department – 2026 or Newer Police Interceptor Utility AWD Vehicles (6) on March 3, 2026, and received two bid submissions; and

**WHEREAS**, both submissions were evaluated for the requested specifications as well as pricing and delivery time, and Schimmer Ford was the lowest responsive and responsible bid at \$267,655.86, and neither bidder qualified for Local Preference consideration; and

**WHEREAS**, the Police Department has budgeted for the Purchase in Fiscal Year 2026 in the Police Capital Outlay Licensed Vehicle account (10015110-72130); and

**WHEREAS**, the Police Department has four (4) marked patrol units (P10, P11, P24, and P32) and two (2) detective units (P41 and P48) to be replaced next fiscal year that have reached the end of their useful and recommended life cycle, either in years or mileage, and repair costs have continued to increase; and

**WHEREAS**, these vehicles are recommended to be declared surplus and auctioned with an estimated resale value of \$5,000 each; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the Purchase and authorize the disposal of the decommissioned units.

**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 current Patrol Units P10, P11, P24, and P32, and Detective Units P41 and P48 are hereby declared surplus property. City staff are authorized to dispose of said units at auction.

**SECTION 3.** The City Manager, or designated representatives, are authorized to execute the

Purchase, and any other necessary documents.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of August 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**FORD OF PERU**

**Schimmer**  
**Automotive Family**

To:

City of Bloomington  
115 East Washington St.  
Bloomington, IL 61701

March 30, 2026

RE: Police Vehicle Quote

To whom it may concern,

We propose to furnish the city with 6 New 2026 Ford Police Interceptors Utility as listed in the bid #2026-32 dated March 3, 2026.

The cost per vehicle shall be **\$44,609.31 each** with a **grand total for the 6 units being \$267,655.86, out the door**. This includes license plates, registration, title, transportation, and all associated fees.

Thank you,

Randy Willoughby, Fleet Manager

Schimmer Ford, Peru IL 61354

rwilloughby1@hotmail.com

(815) 224-4500 ex240 or (815) 252-0119 cell, text or call



**EVALUATION TABULATION**

ITB No. Bid #2026-32

Police Department - 2026 or Newer Police Interceptor Utility AWD Vehicles (6)

RESPONSE DEADLINE: March 18, 2026 at 10:00 am

Report Generated: Friday, March 27, 2026

Vendor	Total
Schimmer Ford	\$267,655.86
Spirit Ford, Inc.	\$274,932.00

**BID #2026-32 POLICE DEPARTMENT 2026 OR NEWER POLICE INTERCEPTOR UTILITY ALL WHEEL DRIVE VEHICLES - 6 VEHICLES**

Base Bid We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Destination, Bloomington, Illinois, freight prepaid. We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Bid #2026-32 Police Department 2026 or Newer Police Interceptor Utility All Wheel Drive Vehicles - 6 Vehicles					Schimmer Ford		Spirit Ford, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Six (6) Police Interceptor Utility All Wheel Drive Vehicles 2026 or Newer per and all inclusive of the specifications and any addenda if issued.	6	Each	\$44,609.31	\$267,655.86	\$45,822.00	\$274,932.00
Total						\$267,655.86		\$274,932.00



## Consent Agenda Item No. 7.E.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving the Purchase of UKG Intouch TimeClocks and Support Service Software, from UKG Kronos Systems, LLC, for the Replacement of Aging Devices, in the Amount of \$109,920, 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's adoption of the UKG Kronos Time and Attendance and Advanced Scheduling system in 2017 completed a long-standing initiative to replace an outdated, unsupported timekeeping solution. Prior to implementation, the City relied on manual and inconsistent processes that could not meet the complex scheduling and compliance needs of Police, Fire, Public Works, and other departments. A system failure at that time would have required reverting to fully manual time tracking, significantly increasing administrative workload and the risk of payroll errors.

Through a comprehensive, City-wide Request for Proposal ("RFP") process, UKG was selected for its ability to consolidate all departmental needs into one unified platform and integrate with the Munis ERP. The system's InTouch timeclock provided the reliability, standardization, and compatibility needed to support accurate time collection and streamlined payroll processing across the organization.

Since its implementation, the City's timekeeping and scheduling environment has stabilized significantly. The system has performed reliably for nine years and remains a critical operational tool. It supports accurate time collection, complex scheduling requirements, workforce management, and consistent integration with the Munis payroll system. The time clocks installed in 2017 have reached the end of their recommended lifecycle, and renewal is now necessary to ensure continued support, compatibility, and reliability. Without this renewal, the City would face similar risks to those identified in the original project: loss of system functionality, increased manual work, and potential disruptions to payroll processing.

Updating the time clocks and maintaining the current UKG platform ensures continuity of operations, protects the City's investment in a proven system, and supports ongoing efficiency and accuracy in time and attendance management across all departments.

**Community Groups/Interested Persons Contacted: N/A**

**Financial Impact:** If approved, the City will purchase UKG Intouch TimeClocks and Support Service Software, from UKG Kronos Systems, LLC, for the Replacement of Aging Devices, in the amount of \$109,920. The breakdown includes: 32 UKG Intouch time clocks with fingerprint readers, in the amount of \$96,000, and "Depot Exchange Support Services" from, in the amount of \$13,920. Funds for this equipment purchase totaling \$96,000 are included in the Information Technology-Office & Computer Supplies account (10011610-71010), while funds for the support totaling \$13,920 is included in the Information Technology-Repair Maintenance Office & Computer account (10011610-70530). Stakeholders can locate both of these in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 161.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Quote
3. Limited Source Justification Form

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF UKG INTOUCH TIMECLOCKS AND SUPPORT SERVICE SOFTWARE, FROM UKG KRONOS SYSTEMS, LLC, FOR THE REPLACEMENT OF AGING DEVICES, IN THE AMOUNT OF \$109,920**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of UKG Intouch Timeclocks and Support Service Software (“Purchase”), for the replacement of aging devices, in the amount of \$109,920; and

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

**WHEREAS**, the City implemented the UKG Kronos Time and Attendance and Advanced Scheduling system in 2017 to replace an outdated and unsupported timekeeping process and to ensure accurate time collection and reliable payroll integration; and

**WHEREAS**, the UKG InTouch timeclocks installed at that time have now reached the end of their recommended lifecycle; and

**WHEREAS**, staff have evaluated the current timekeeping environment and determined that new timeclocks are necessary to maintain system reliability, compatibility with the existing UKG platform, and continuity of operations; and

**WHEREAS**, failure to replace the aging timeclocks would increase the risk of system instability, manual work, and payroll disruptions; and

**WHEREAS**, renewing the timeclocks will protect the City’s investment in a stable and proven system and will continue to support accurate time and attendance management across all departments; and

**WHEREAS**, the Purchase consists of 32 UKG Intouch Timeclocks with fingerprint readers and support service software, at a total cost of \$109,920; 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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



HR, Pay, & Workforce Management

**ORDER FORM**

Quote#: Q-403362  
Expires: 24 Apr, 2026  
Sales Executive: Jason Coppi  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote  
Date: 20 Mar, 2026

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Customer Legal Name:  
CITY OF BLOOMINGTON

Ship To: CITY OF BLOOMINGTON  
115 E WASHINGTON ST  
BLOOMINGTON, IL 61701-4087 USA

Customer Legal Address:  
109 E OLIVE ST, BLOOMINGTON, IL 61701-5217 USA

Bill To: CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON, IL 61701-5217 USA

Bill To Contact:

Ship To Contact:

Ship to Phone:  
Ship to Mobile:  
Contact: Ashley Siadek  
Email: [itpurchasing@cityblm.org](mailto:itpurchasing@cityblm.org)

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Currency: USD  
Customer PO Number:  
Solution ID: 6094635  
Initial Term: 12 months from Billing  
Start Date  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

---

### Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,B/C	32	USD 2,250.00	USD 72,000.00
TOUCH ID PLUS OPTION FOR INTOUCH DX G2	32	USD 750.00	USD 24,000.00
<b>Total Price</b>			<b>USD 96,000.00</b>

### Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 13,920.00
<b>Total Price</b>		<b>USD 13,920.00</b>

### Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	32	USD 0.00	USD 0.00
<b>Total Price</b>			<b>USD 0.00</b>

### Quote Summary

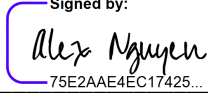
Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 96,000.00

Item	Total Price
Total Support Fee	USD 13,920.00

### Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14<sup>th</sup>, 2025 (the "Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF BLOOMINGTON		UKG Kronos Systems LLC	
Signature:	_____	Signature:	 75E2AAE4EC17425...
Name:	_____	Name:	Alex Nguyen
Title:	_____	Title:	Order Processing Analyst
Date:	_____	Date:	4/2/2026   10:25 AM EDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to [TaxExemption@ukg.com](mailto:TaxExemption@ukg.com) along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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.

<b>Vendor Name &amp; #:</b> 3922 UKG Kronos Systems	<b>Amount:</b> \$ 109,920.00	<b>Date:</b> 03/19/2026
--	------------------------------	-------------------------

**Description of item/services:**  
Purchase of 32 new time clocks with finger print readers for \$96,000 and support for \$13,920.

**Justification:**  
This purchase represents a vital equipment replacement necessary to maintain continued use of the City’s Kronos (UKG) timekeeping software. Many of the existing timeclocks, most of which were purchased in 2017, will no longer be supported or compatible with the updated UKG platform. The City has already invested significant time and financial resources into implementing and maintaining this system, which is essential for accurate and efficient timekeeping across all departments. Reliable timeclock functionality is especially critical for employees who do not regularly use computers, including those in fire, police, and public services. Replacing the outdated timeclocks ensures uninterrupted operations, preserves the value of the City’s investment in UKG, and maintai

**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.

Nicole Albertson <i>Nicole Albertson</i>	3/20/2026   6:59 PM CDT
(Name & Signature of Department Director or Designee <b>Submitting</b> )	Date

Mark Owens <i>Mark H. Owens</i>	3/23/2026   7:55 AM CDT
(Name & Signature of Department Director or Designee <b>Approving</b> )	Date

### **SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  / do not concur  (see below) with the purchase to be a Limited Source.

Do not concur for the following reason(s):  
Click or tap here to enter text.

Carla Murillo <i>Carla Murillo</i>	3/23/2026   9:09 AM CDT
(Name & Signature of Purchasing Agent or Designee)	Date



## Consent Agenda Item No. 7.F.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving a Change Order to Purchase Order #20260139-00, for the Ambulance Billing and Collection Services, with EMS Management & Consultants, Inc., in an Amount Not to Exceed \$50,000, as requested by the Fire 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:** If approved, the Fire Department would increase Purchase Order #20260139-00 by \$50,000. The original Purchase Order with EMS Management & Consultants, Inc. ("EMS/MC"), was issued in June 2026 in the amount of \$118,500. The Fire Department maintains a five-year contract with EMS/MC for ambulance billing and collections services. The original Purchase Order amount was based on estimated costs using prior months' expenditures for service. As the Fire Department has progressed through Fiscal Year 2026 ("FY 2026"), the remaining funds are not sufficient to cover payments for the rest of the fiscal year. Several factors and recent changes have contributed to the need for this change order.

EMS/MC collects 3.5% of all revenues collected. The GMET Program (State of Illinois) sets the claim amount for each ambulance transport service. When this amount is increased at the state level, the City must also adjust its amount. The increase in the billable amount per ambulance transport increases revenue, thereby increasing expenditure, based on the 3.5% change in service. In short, the more we bill, the more EMS/MC collects, and the more we are charged.

EMS/MC changed how they collect their percentage on collections. In the past, EMS/MC would withhold their fee for service from the overall amount collected, with no invoice issued to the Fire Department. Now, they send the full amount of ambulance billing collections to the City. The Fire Department is then invoiced for the percentage associated with the service provided. This has created an additional budgetary expense.

Based on prior monthly expenditures, staff believe the \$50,000 increase will cover the remaining FY 2026 expenditures.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, a change order to increase for the FY 2026 monthly billing fee for processed EMS runs through our contracted vendor, EMS/MC, in an amount not to exceed

\$50,000 will be processed. This will be paid from the Fire Department-Ambulance Billing and Collections account (10015210-70643). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 242.

**Attachments:**

1. Resolution
2. Change Order - Ambulance Billing - Supporting Emails

**RESOLUTION NO. 2026 - \_\_\_\_**

**CONSIDERATION AND ACTION ON A RESOLUTION APPROVING A CHANGE ORDER TO PURCHASE ORDER #20260139-00, FOR THE AMBULANCE BILLING AND COLLECTION SERVICES, WITH EMS MANAGEMENT & CONSULTANTS, INC., IN AN AMOUNT NOT TO EXCEED \$50,000**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a change order to Purchase Order #20260139-00, for the ambulance billing and collection services, with EMS Management & Consultants, Inc., in an amount not to exceed \$50,000; and

**WHEREAS**, the email chain explaining the increase for service is attached (Exhibit A); and

**WHEREAS**, the City has a 5-year contract with EMS Management & Consultants, Inc. ("EMS/MC"), for the ambulance billing and collection services; and

**WHEREAS**, the City previously approved a Purchase Order (20260139-00) to pay for services provided by EMS/MC through FY 2026, in the amount of \$118,500; and

**WHEREAS**, a Change Order in an amount not to exceed \$50,000 will provide the needed funding to pay for the ambulance billing and collections services provided by EMS/MC for the remainder of the fiscal year; and

**WHEREAS**, Staff believe this increase is in the best interest of the City, and the Fire Department has the funds to cover this change order; and

**WHEREAS**, the Change Order is germane to the original quote/purchase as signed and authorized by law.

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

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

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

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## EMS/MC Invoices - Council Request

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**From** Lee Ann Gordon <lgordon@cityblm.org>

**Date** Tue 4/7/2026 10:56 AM

**To** Amanda Stutsman <astutsman@cityblm.org>

**Cc** Mike Hartwig <mhartwig@cityblm.org>; Dana Flanagan <dflanagan@cityblm.org>

Amanda,

I am sending this email to update the Council Memo Request of more funds for EMS/MC Invoices, above the 2025-2026 Budget amount.

The amount of each invoice is figured as a percentage of Revenue collected for Ambulance Billing. The most recent invoice, and I presume the March and April invoices will be a larger total then the original \$30,000 we requested. Therefore, we are requesting the total to be \$50,000.00 to complete the fiscal year.

Please let me know if you need anything more.

Thank you so much!!

**Lee Ann Gordon, CAC, CACO, CADS**

Ambulance Billing Manager

Bloomington Fire Department

309-434-2652

lgordon@cityblm.org

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| [www.cityblm.org/fire](http://www.cityblm.org/fire)



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**Fw: Collections Totals**

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**From** Lee Ann Gordon <lgordon@cityblm.org>

**Date** Wed 3/18/2026 2:45 PM

**To** Mike Hartwig <mhartwig@cityblm.org>

 1 attachment (84 KB)

EMSMS Lifeline Collections Bills.png;

Mike,

I have attached the email I received from the Collections Group of EMS/MC. The note highlighted is telling us about the change in how they will bill us for Collections work. It was to begin in Feb. 2026 (well into our fiscal year).

Below is the email I sent to Chris (along with others) to explain that change and how I proposed adding to the line item in the budget. We had already added to our "estimate" for Ambulance Billing and Collections line in the budget for the rise in numbers of transports being billed over previous years.

Let me know if you need more, I will do my best to find the answer.

---

**From:** Lee Ann Gordon <lgordon@cityblm.org>

**Sent:** Monday, February 23, 2026 12:54 PM

**To:** Chris Tomerlin <ctomerlin@cityblm.org>; Cory Matheny <cmatheny@cityblm.org>; Mike Hartwig <mhartwig@cityblm.org>; Jason Greer <jgreer@cityblm.org>; Carl Reeb <creeb@cityblm.org>

**Cc:** Dana Flanagan <dflanagan@cityblm.org>; Karen Purnell <kpurnell@cityblm.org>

**Subject:** Collections Totals

All,

As we discussed in the last Budget meeting for Fire, I have taken a look at the fees from 2025 for the Collections Company we use with EMS/MC.

Previously, the Collections would hold their fee out of what they collected, with no invoice to the Fire Department. They have recently changed their billing practice to now INVOICE monthly for the collections fees. This change of practice is why we are looking at adding to the **Ambulance Billing and Collections Line**.

I also stated in that meeting, it seems this company (Lifeline) is doing a better job with collections. Looking at 2025 Revenues - Total \$ collected = 59,310.44, average per month = 4,942.54. Total Fees (held out and now invoiced) = 11,650.80, average per month = 970.90.

With this information I believe we should add at least 1,000 per month or 12,000 to the amount we have in the **70643** line item for a total of **177,000.00 for 2027**.

It is possible the **70643 for 2026** will be under the projected amount, due to this change at the end of 2025 in how Collections are now being billed.

Please let me know if you need anything more for this discussion.

**Lee Ann Gordon, CAC, CACO, CADS**

Ambulance Billing Manager

Bloomington Fire Department

309-434-2652

lgordon@cityblm.org

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| [www.cityblm.org/fire](http://www.cityblm.org/fire)



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Jenny Christie <jenny.christie@emsmc.com>

To: Lee Ann Gordon; acctrec <acctrec@emsmc.com>

Cc: Brandi Burkhardt <brandi.burkhardt@emsmc.com>; Karen Herlich <Karen.Herlich@emsmc.com>; + 2 others

ged

sender jenny.christie@emsmc.com is from outside your organization.

forwarded this message on Tue 12/9/2025 4:29 PM

Good afternoon,

Your ambulance's End-of-Month (EOM) EFT's and reports are done for November and the transfers for both your service and Lifeline are complete. Let us know if you have questions. Receipt of funds may be verified with your operating bank. Thank you and hope you have a great week!

Electronic Funds Transfers (EFT's) Sent

Electronic Funds Transfer (EFT) City of Bloomington #703	Revenue Date Range	EFT Date	Gross Revenue	Total Due LQ (EFT)	Total Payment Kept By	Total Service Payable	Other / Fees	Total Due Service (EFT)
	Nov-25	12.4.25	\$7,279.63	\$1,455.93	\$6,645.14			\$0.00
Probate Fee / Other to LQ				<b>-\$821.44</b>				
Total monthly Revenue to be EFT'ed				\$634.49				
MONTHLY TOTAL			\$7,279.63	\$634.49	\$6,645.14	\$0.00	\$0.00	\$0.00

**ADJUSTMENT DUE TO NEGATIVE REVENUE WILL CARRYOVER TO DEC**

"Beginning February 1, 2026 - we will be updating the way you receive funds and remit payment to us. We will no longer withhold our fees from your Gross Revenue received. We will begin including a copy of our fee invoice with your month end report and ask that fees be remitted to us via the remittance advice on the invoice. If you have any questions, please let us know."

Reply Reply all Forward

Thu 12/4/2025

**Fw: Change Order - Council Memo Examples**

---

**From** Mike Hartwig <mhartwig@cityblm.org>  
**Date** Wed 3/18/2026 5:19 PM  
**To** Carla Murillo <cmurillo@cityblm.org>  
**Cc** Lee Ann Gordon <lgordon@cityblm.org>

Carla

This is a little more explanation on the EMS billing change/history from LeeAnn as to why we need to complete the change order.

Michael Hartwig  
Deputy Chief  
Bloomington Fire Department  
Office - (309) 434-2631  
Cell - (309) 261-1872  
[mhartwig@cityblm.org](mailto:mhartwig@cityblm.org)



---

**From:** Lee Ann Gordon <lgordon@cityblm.org>  
**Sent:** Wednesday, March 18, 2026 4:58 PM  
**To:** Mike Hartwig <mhartwig@cityblm.org>  
**Subject:** Re: Change Order - Council Memo Examples

Mike,

I pulled up the language from the Contract with (AMB Andres Medical Billing) now EMS/MC for the fee they charge for billing services. The amount is 3.5% of **Revenues Collected**. This is how our monthly invoice would show an increase, due to the Billed Amount for each transport claim, set by The GEMT Program. The GEMT Program (State of IL) usually shows the set bill amount in January of each year, however, some years it is a bit later. Therefore, if our billed amount goes up within the Fiscal year, then the amount of the INVOICE we owe EMS/MC would go up as it is a charge on Revenue Collected. In short, the more we bill, the more they collect, the more they charge us. We can only guess on this as we have no way of know what the new billed charge will be until we receive that amount from the State GEMT program.

---

**From:** Mike Hartwig <mhartwig@cityblm.org>  
**Sent:** Wednesday, March 18, 2026 4:45 PM  
**To:** Lee Ann Gordon <lgordon@cityblm.org>  
**Subject:** Fw: Change Order - Council Memo Examples

Michael Hartwig  
Deputy Chief  
Bloomington Fire Department  
Office - (309) 434-2631  
Cell - (309) 261-1872  
[mhartwig@cityblm.org](mailto:mhartwig@cityblm.org)



---

**From:** Mike Hartwig <mhartwig@cityblm.org>  
**Sent:** Wednesday, March 18, 2026 4:44 PM  
**To:** Carla Murillo <cmurillo@cityblm.org>  
**Subject:** Re: Change Order - Council Memo Examples

Carla

Here is the information that LeeAnn provided on the cost change.

The original PO amount is an estimation of costs based on previous years. So, the combination of the collection change and increase in call volume has created this shortfall. With the increase in call volume, the billing company has additional work on the billing side. This creates a higher volume of revenue and an increase in revenue service charges.

Michael Hartwig  
Deputy Chief  
Bloomington Fire Department  
Office - (309) 434-2631  
Cell - (309) 261-1872  
[mhartwig@cityblm.org](mailto:mhartwig@cityblm.org)



---

**From:** Carla Murillo <cmurillo@cityblm.org>  
**Sent:** Wednesday, March 18, 2026 4:22 PM  
**To:** Mike Hartwig <mhartwig@cityblm.org>  
**Subject:** Change Order - Council Memo Examples

Hi. Here are a couple examples. Please let me know if you have any questions or need any help. Thanks:)

Carla A Murillo  
Procurement Manager  
Legal Department  
309-434-2277



## Consent Agenda Item No. 7.G.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 1  
Ward 2

**Subject:** Consideration and Action on a Resolution Approving the First Amendment to the Constitution Trail – Lafayette Street to Hamilton Road Project Agreement for Professional Services with Hutchison Engineering, Inc., Regarding Additional Phase II Design, in the Amount of \$22,507, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

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

**Objective 2a.** Better quality roads and sidewalks

**Goal 4.** Strong Neighborhoods

**Objective 4e.** Strong partnership with residents and neighborhood associations

**Background:** If approved, the City will amend the agreement with Hutchison Engineering, Inc. ("Hutchison"), to perform additional professional engineering services, not originally envisioned, that are required to finalize the Constitution Trail – Lafayette Street to Hamilton Road project design. The additional services include environmental Preliminary Site Investigations required by the Illinois Department of Transportation ("IDOT"), investigation of additional underground utilities, additional right-of-way plat development, and plan revisions due to delays related to the City's award of Illinois Transportation Enhancement Program construction funding for the project.

Council approved an agreement with Hutchison on January 21, 2024, for the final design phase of the project ([Resolution No. 2024 - 025](#)). The agreement included final design and development of plans, specifications, and estimates. The proposal would amend the agreement so that Hutchison can address IDOT's recent request for additional environmental investigations and complete the additional final design work. Additional information is provided in Contract Exhibit A.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will amend said the agreement with Hutchison Engineering, Inc., in the amount of \$22,507. Although not included in the FY 2026 Budget, this unforeseen amendment is necessary to move forward with the project. This will be paid from the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate the Capital Improvement Fund Budget in FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 83.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Original Agreement

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSTITUTION TRAIL – LAFAYETTE STREET TO HAMILTON ROAD PROJECT AGREEMENT FOR PROFESSIONAL SERVICES WITH HUTCHISON ENGINEERING, INC., REGARDING ADDITIONAL PHASE II DESIGN, IN THE AMOUNT OF \$22,507**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the approval of the first amendment to the agreement for professional services with Hutchison Engineering, Inc. (“Hutchinson”), regarding additional Phase II Design, in the amount of \$22,507 (Exhibit A); and

**WHEREAS**, Council approved the original agreement with Hutchison on January 21, 2024, for the final design phase of the Constitution Trail - Lafayette Street to Hamilton Road - Phase II Project (Resolution No. 2024 - 025), which included final design and development of plans, specifications, and estimates; and

**WHEREAS**, it was determined during design development that additional professional engineering services, not originally envisioned, are required to finalize the project design; and

**WHEREAS**, the amended agreement would allow Hutchison to address the Illinois Department of Transportation’s (“IDOT”) recent request for additional environmental investigations and complete the additional final design work (see Contract Exhibit A for additional information); and

**WHEREAS**, City staff believe it is in the best interest of the City to expand the Description of Services/Work to include the following: environmental Preliminary Site Investigations required by the IDOT; investigation of additional underground utilities; additional right-of-way plat development; and plan revisions due to delays related to the City’s award of Illinois Transportation Enhancement Program funding for the project; and

**WHEREAS**, the first agreement amendment will bring the total contract amount to \$179,784, with the additional \$22,507 being added to the total agreement amount; and

**WHEREAS**, the amendment is germane to the original agreement as signed and is in the best interest of the City and authorized by the law.

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

**SECTION 1.** 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 Amendment, and any other documents necessary to complete this transaction.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Dan Brady, Mayor

**ATTEST**

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH  
HUTCHISON ENGINEERING, INC. REGARDING ADDITIONAL PHASE II DESIGN IN THE  
AMOUNT OF \$22,507**

This first Amendment, made and entered into this \_\_\_ day of March 2026, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and Hutchison Engineering, Inc., (hereinafter "HUTCHISON"), WITNESSETH that:

**WHEREAS**, on February 4, 2024, a Professional Services Agreement ("Agreement") was made between the CITY and HUTCHISON for Constitution Trail - Lafayette St to Hamilton Rd - Phase II;

**WHEREAS**, it was determined during design development that additional professional engineering services, not originally envisioned, are required to finalize the project design: and

**WHEREAS**, the parties desire to amend the Agreement, as set forth herein, to expand the Description of Services/Work Provided in Exhibit A to include the following: environmental Preliminary Site Investigations required by the Illinois Department of Transportation, investigation of additional underground utilities, additional right-of-way plat development, and plan revisions due to delays related to the City's award of Illinois Transportation enhancement Program funding for the project; and

**WHEREAS**, the parties desire to amend the Agreement, as set forth herein, to increase the Costs/Fees in Exhibit B in the amount of \$22,507 to perform the aforementioned addition scope of services.

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

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. The existing Exhibit A – Description of Services/Work Provided and existing Exhibit B – Costs/Fees, be amended by adding the attached Scope of Services and Fees.
3. In all other respects the Professional Services Agreement for Constitution Trail - Lafayette St to Hamilton Rd - Phase II shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOFF**, the parties hereto have executed this Amendment to the Professional Services Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

HUTCHISON ENGINEERING, INC.

\_\_\_\_\_  
Dan Brady, Mayor

*W. Shan Lan*  
\_\_\_\_\_  
Its Representative

ATTEST:

ATTEST:

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

*Faye Bredle*  
\_\_\_\_\_

**CONTRACT EXHIBIT A**

## CONTRACT EXHIBIT A - SCOPE OF SERVICES

**SERVICES:** Hutchison Engineering's scope of services for Supplement #1 will be limited to the following:

### **1.0 PLATS**

**1.1** We had 2 ROW plats in the original agreement. We had to develop 2 ROW plats and 1 Easement Plat.

Additional Cost for 1 easement plat = \$1,501

### **2.0 PRELIMINARY SITE INVESTIGATION (PSI)**

**2.1** The PESA determined that a PSI was required for 2 parcels.

1. HEI:

a. Staking of sample locations and coordination with subconsultant = \$1,000

b. Review and implementation of results = \$995

2. Subconsultant (Fehr Graham):

a. field sampling and report development = \$14,500

Additional Cost = \$16,495

### **3.0 PLAN REVISIONS**

**3.1** Due to schedule delays, plans, specifications and estimates will need to be revised

Additional Cost = \$1,998

### **4.0 FIELD TILE**

**4.1** Additional field survey and coordination with city staff was required to try to identify an unknown field tile along the west side of Bunn St.

Additional Cost = \$2,514

Total Supplement #1 Amount = \$22,507 (See attached CECS for hour/cost breakdown)



<b>Local Public Agency</b> City of Bloomington	<b>County</b> McLean	<b>Section Number</b> 21-00364-00-BT
<b>Prime Consultant (Firm) Name</b> Hutchison Engineering, Inc.	<b>Prepared By</b> W. Shane Larson	<b>Date</b> 3/2/2026
<b>Consultant / Subconsultant Name</b> 	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS			
START DATE	3/15/2026			OVERHEAD RATE	160.22%
RAISE DATE	1/1/2027			COMPLEXITY FACTOR	0
				% OF RAISE	3.00%
END DATE	11/14/2026				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/15/2026	11/14/2026	8	100.00%

**The total escalation = 0.00%**





**Local Public Agency**  
 City of Bloomington

**County**  
 McLean

**Section Number**  
 21-00364-00-BT

**Consultant / Subconsultant Name**

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	200	\$0.73	\$145.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	12	\$15.00	\$180.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$325.00</b>



**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

21-00364-00-BT

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			EASEMENT PLAT			PRELIM SITE INVESTIGATION			PLAN REVISIONS			FIELD TILE					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	90.00	0.0																	
PROJECT MANAGER	86.75	0.0																	
ENGINEER 5	73.78	5.0	8.93%	6.59				2	14.29%	10.54				3	15.79%	11.65			
ENGINEER 4	64.30	0.0																	
ENGINEER 3	52.50	0.0																	
ENGINEER 2	44.06	31.0	55.36%	24.39				8	57.14%	25.18	15	100.00%	44.06	8	42.11%	18.55			
ENGINEER 1	36.87	0.0																	
ENG TECH 6	64.00	8.0	14.29%	9.14	8	100.00%	64.00												
ENG TECH 5	56.40	0.0																	
ENG TECH 4	48.57	0.0																	
ENG TECH 3	38.88	0.0																	
ENG TECH 2	33.75	8.0	14.29%	4.82				4	28.57%	9.64				4	21.05%	7.11			
ENG TECH 1	25.85	4.0	7.14%	1.85										4	21.05%	5.44			
		0.0																	
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<b>TOTALS</b>		56.0	100%	\$46.79	8.0	100.00%	\$64.00	14.0	100%	\$45.36	15.0	100%	\$44.06	19.0	100%	\$42.75	0.0	0%	\$0.00

**ORIGINAL AGREEMENT**

**CITY OF BLOOMINGTON AGREEMENT WITH**  
Hutchison Engineering, Inc.

**FOR**  
Constitution Trail - Lafayette St to Hamilton Rd - Phase II

February

**THIS AGREEMENT**, dated this 4<sup>th</sup> day of December, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Hutchison Engineering, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

This Agreement was subject to the following procurement initiative by the CITY: Architectural and Engineering Services, RFQ 2022-25 (Resolution 2022-13) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Access to Records.** The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

**Section 21. Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

**If to VENDOR:**

Hutchison Engineering, Inc.  
Attn: Shane Larson  
8305 N. Allen Rd, Suite 4  
Peoria, IL 61615  
slarson@hutchisoneng.com

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: [Signature]  
Its City Manager



ATTEST:

By: [Signature]  
Its City Clerk

VENDOR

By: [Signature]  
Its Senior Vice President

By: [Signature]  
Its Director of Operations - Peoria

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

See attached Scope of Services.

EXHIBIT B  
COSTS/FEES

See attached cost/hour breakdown.

## **EXHIBIT A - SCOPE OF SERVICES**

### **Constitution Trail – Lafayette Ave. To Hamilton Road**

**SERVICES:** Hutchison Engineering's scope of services will be limited to the following:

#### **PHASE II ENGINEERING**

##### **1.0 SCOPING**

- 1.1 The Project Manager and Project Engineer will make a site visit.
- 1.2 The design team will attend a kick-off/scoping meeting with the City of Bloomington.

##### **2.0 DATA COLLECTION**

- 2.1 Topographic pickup survey.
- 2.2 Download and reduce survey.

##### **3.0 ROW ACQUISITION**

- 3.1 Develop plats and legal descriptions for two parcels.
- 3.2 Perform appraisals.
- 3.3 Perform appraisal reviews.
- 3.4 Acquisition negotiations.
- 3.5 Record plats.

##### **4.0 ENVIRONMENTAL COORDINATION**

- 4.1 Submit BDE 2738 – Regulated Substances – Level 3 Screening Form to IDOT to obtain special waste clearance for local ROW.

##### **5.0 UTILITY COORDINATION**

- 5.1 Determine potential utility conflicts and develop plan to mitigate conflicts.

**EXHIBIT A - SCOPE OF SERVICES**

**Constitution Trail – Lafayette Ave. To Hamilton Road**

**5.2** Coordinate utility relocations.

**6.0 PUBLIC INVOLVEMENT**

**6.1** Answer questions from property owners and meet with property owners as needed to discuss project specifics.

**7.0 PERMITTING**

**7.1** Apply for and obtain NPDES Permit (Notice of Intent).

**8.0 PLANS – The plans will include the following:**

**8.1** Cover Sheet

**8.2** General Notes

**8.3** Summary of Quantities

**8.4** Schedules of Quantities

**8.4.1** Identify pay items

**8.4.2** Calculate quantities

**8.4.3** Check quantities

**8.4.4** Develop schedules

**8.5** Typical Sections

**8.6** Removal Plans

**8.7** Plan & Profile sheets including drainage items

**8.8** Erosion Control Plans

**8.9** Traffic Control Plan

**8.10** Pavement Marking & Signing Plan

## **EXHIBIT A - SCOPE OF SERVICES**

### **Constitution Trail – Lafayette Ave. To Hamilton Road**

- 8.11** Lighting and Security Camera Plan
- 8.12** ADA Ramp Details
- 8.13** Misc. Details including erosion control, etc.
- 8.14** Cross Sections
- 8.15** Highway Standards

#### **9.0 SPECIFICATIONS – The specifications will include the following:**

- 9.1** IDOT Usage Sheet Review
- 9.2** Supplement Specifications
- 9.3** Recurring Specifications
- 9.4** BDE Specifications
- 9.5** Local Roads Special Provisions
- 9.6** District 5, City, and Project Specific Special Provisions
- 9.7** Develop Storm Water Pollution Prevention Plan
- 9.8** Assemble Specifications into one PDF

#### **10.0 ESTIMATES**

- 10.1** Estimate of Time
  - 10.1.1** Populate Form
  - 10.1.2** Determine production rates
- 10.2** Estimate of Cost
  - 10.2.1** Populate Form

## **EXHIBIT A - SCOPE OF SERVICES**

### **Constitution Trail – Lafayette Ave. To Hamilton Road**

#### **10.2.2 Determine unit prices**

#### **11.0 PLAN, SPECIFICATION, & ESTIMATES (PS&E)**

- 11.1** Submit Pre-Final PS&E to the City and IDOT for review.
- 11.2** Develop Disposition of Comments from review comments.
- 11.3** Revise PS&E as necessary.
- 11.4** Obtain City of Bloomington signatures.
- 11.5** Submit Final PS&E to IDOT.
- 11.6** Answer contractor questions during bid process.

#### **12.0 COORDINATION MEETINGS**

- 12.1** Prepare for and attend bi-weekly status meetings with City.
- 12.2** Prepare for and attend coordination meetings with City and IDOT as needed.

#### **13.0 QC/QA REVIEW**

- 13.1** Perform utility location conflict review.
- 13.2** Perform horizontal and vertical alignment review.
- 13.3** Perform typical section review.
- 13.4** Perform plan & profile sheet review.
- 13.5** Perform cross section review.
- 13.6** Perform Pre-Final and Final Plan, Specification, and Estimate Review.

#### **14.0 CONSTRUCTION SUPPORT**

- 14.1** Answer questions from Resident Engineer.

**EXHIBIT A - SCOPE OF SERVICES**

**Constitution Trail – Lafayette Ave. To Hamilton Road**

**14.2** Review shop drawings.

**15.0 GENERAL PROJECT MANAGEMENT**

**15.1** Scope, schedule, & budget monitoring

**15.2** Design project team meetings.

**15.3** Project Setup

**15.4** Invoicing

## Attachment A – Scope of Services

**LEGL0200-23L1067- Hutchison**

**Effective Date: 11/27/2023**

### **Project Description:**

The City of Bloomington is using local funding to complete Preliminary Engineering to construct a shared use path (Constitution Trail) from Lafayette St. to Hamilton Road. The City plans to pursue ITEP funding for construction in the next ITEP cycle. The project includes new HMA shared use path, pedestrian lighting, security cameras at the Veterans Parkway underpass, and other collateral work. Hutchison Engineering was selected to provide Phase I & II Engineering for the project.

### **Services:**

The Scope of Services to be provided is limited to the following:

Hanson Professional Services will provide Land Acquisition services for the project including appraisals, review appraisals, waiver valuations and negotiations. Since the project is being constructed with federal funds, land acquisition will be certified by IDOT District 5. The Scope of Services to be provided is limited to the following:

Property Appraisal and Appraisal Review Services: Provide property appraisal services in conformity with the IDOT Land Acquisition Guidelines and Uniform Standards of Professional Appraisal Practice (USPAP) associated with the proposed right-of-way and easement. A total of two (2) properties will be appraised using waiver valuations. It is assumed that a City Engineer will complete IDOT's 3-hour online course to write the waiver valuations.

- 1) Appraisal Waiver Valuations
  - a. Hanson will provide the City with market data to support the City's preparation of a waiver valuation.
  
- 2) Negotiations
  - a. Hanson will prepare offer documents and conveyance documents for two (2) parcels as appropriate for the nature of property ownership. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.
  
  - b. If settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Town for approval and recording. If settlement is not reached, Hanson's negotiation effort will be considered complete when each parcel is referred to the City for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.

- d. For an additional fee, Hanson will prepare condemnation request packets, if necessary, if negotiations have failed and upon the direction of the Town.
- 3) Record Right-of-way documents
- 4) Secure Title Commitments for two (2) parcels. Order Later date prior to recording four (2) parcels.
- 5) Project Coordination with Hutchison and the City of Bloomington.
- 6) Assumptions: Hutchison will provide a plat and legal description for the required right-of-way and easement.



**Exhibit B - Cost/Hour Breakdown**  
**CONSTITUTION TRAIL - LAFAYETTE ST. TO HAMILTON ROAD (Approx. 4,700')**  
**CITY OF BLOOMINGTON**

**PHASE II**

**DIRECT LABOR**

WORK ITEM	Principal	Project Manager	Eng. V	Eng. IV	Eng. III	Eng. II	Eng. I	Eng. Tech. VI	Eng. Tech. V	Eng. Tech. IV	Eng. Tech. III	Eng. Tech. II	Eng. Tech. I	Total
<b>1.0 Scope</b>														0
Kick-off Meeting w/ Client & Site Visit				4										8
<b>2.0 Data Collection</b>														0
Survey														0
Desktop Survey														20
Design and Reduce									4		10			4
<b>3.0 Utility Coordination</b>														0
Obtain City Signatures				4			4							8
Obtain City Signatures				4										8
<b>4.0 ROW Acquisition</b>														0
Develop Plans & Legal Descriptions								24						24
<b>5.0 Environmental Coordination</b>														0
Submit BDE 2738							2							2
Property Owner Coordination							8							8
<b>6.0 Public Involvement</b>														0
<b>7.0 Permitting</b>														0
Apply for and obtain NPDES Permit (Notice of Intent)							4							4
<b>8.0 Plans</b>														4
Cover Sheet														4
General Notes														4
Summary of Quantities														4
Schedule of Quantities														8
Identify Pay Items							4							4
Calculate Quantities							40							40
Check Quantities							20							20
Develop Schedules							20							20
Typical Sections							20							20
Removal Plans							20							20
Plan & Profile Sheets w/ Drainage							20							20
Erosion Control Plans							20							20
Traffic Control Plan							2							2
Pavement Marking & Signaling Plan							8							8
Lighting/Electrical Plan							2							2
Security Camera Plan							2							2
ADA Ramp Details							40							40
Misc Details														8
Highway Standards														2
Cross Sections							80							80
<b>9.0 Specifications</b>														0
Usage Sheet Review							1							1
Supplemental							1							1
Recurring							1							1
BDE							2							2
Project Specific, City & District							20							20
Local Roads							2							2
SWPPP							1							1
Assemble Spec Package							1							1
<b>10.0 Estimates</b>														0
Estimate of Cost							1							1
Develop Form							4							4
Determine Unit Prices														0
Estimate of Time							1							1
Develop Form														4
Determine Daily Rates														0
<b>11.0 Plan, Specification, and Estimates</b>														0
Submit Pre-Final PS&E to the City of Galesburg and DOT for review.							1							1
Develop Disposition of Comments from review comments.							8							8
PS&E Revisions							16		16					36
Obtain City Signatures							1							1
Submit Final PS&E to IDOT							4							4
Answer contractor questions during bid process							4							4
<b>12.0 Coordination Meetings</b>														0
Prepare for and attend status meetings with City							20							20
Prepare for and attend meetings with DOT.							4							4
<b>13.0 QC/QA</b>														0
Perform utility location conflict review.							4							4





## Consent Agenda Item No. 7.H.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 8

**Subject:** Consideration and Action on a Resolution Approving an Agreement with Evoqua Water Technologies, LLC, for Supply and Delivery of Bioxide Solution for The Grove Sewage Lift Station Force Main, for a Five-Year Period Beginning May 1, 2026, and Ending April 30, 2031, in the Amount of \$246,830, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution 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 enter into an agreement with Evoqua Water Technologies, LLC ("Evoqua"), for supply and delivery of treatment chemicals to continue to address odor and control corrosion issues associated with The Grove Sewage Lift Station force main. This five-year agreement, beginning May 1, 2026, and ending April 30, 2031, will allow the City to continue the lift station treatment with the Bioxide Solution that was started in 2018. The Engineering Department is recommending a Limited Source Justification for this agreement.

In 2018, the Bloomington and Normal Water Reclamation District ("BNWRD") notified staff of issues related to hydrogen sulfide corrosion and odor in the infrastructure downstream of The Grove Sewage Lift Station force main discharge point. The City had to perform sanitary sewer lining in order to repair the pipe damage from corrosion. Continued treatment is necessary until more extensive residential development occurs to limit further infrastructure damage associated with the corrosive nature of hydrogen sulfide. The Town of Normal uses the same product proposed by this agreement on its Airport Road Lift Station.

As part of this agreement, Evoqua will provide Bioxide Solution and perform monthly routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling, and provide a written report. The amount needed per year varies depending on the sewage rate at The Grove Sewage Lift Station.

Entering into a five-year agreement helps lock in the chemical price, ensures chemical increases are included in future budgets, provides the ability for treatment of odor issues if other lift stations experience resident concerns, and enables the Engineering Department to obtain the necessary treatment chemicals for the next five years. Therefore, staff are confident that, by entering into a five-year agreement with Evoqua, the best interests of the City will be protected. The unit prices are included in the attached agreement.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** This is an FY 2027 Budgeted Item. If approved, the City will enter into an agreement with Evoqua Water Technologies, LLC, in the Amount of \$246,830. Payment for the purchase of treatment chemicals for FY 2027 will be made from the ENG Sanitary Sewer-Lift Station Supplies account (51101101-71125). This account includes \$44,670 budgeted for the chemicals out of the total of \$97,000 budgeted in this account for FY 2027. The treatment chemicals have an annual 5% increase moving forward (FY 2028 = \$46,904, FY 2029 = \$49,248, FY 2030 = \$51,711, FY 2031 = \$54,297) for a total of \$246,830 budgeted over a five-year period. The Engineering Department will budget for future fiscal years accordingly for the purchase of these chemicals. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 108.

**Attachments:**

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

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH EVOQUA WATER TECHNOLOGIES, LLC, FOR SUPPLY AND DELIVERY OF BIOXIDE SOLUTION FOR THE GROVE SEWAGE LIFT STATION FORCE MAIN, FOR A FIVE-YEAR PERIOD BEGINNING MAY 1, 2026, AND ENDING APRIL 30, 2031, IN THE AMOUNT OF \$246,830**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Evoqua Water Technologies, LLC (“Evoqua”), be approved for supply and delivery of Bioxide Solution for The Grove Sewage Lift Station force main, for a five-year period beginning May 1, 2026, and ending April 30, 2031 (“Exhibit A”), in the amount of \$246,830 (“Project”); and

**WHEREAS**, in 2018, the Bloomington and Normal Water Reclamation District (“BNWRD”) notified staff of issues related to hydrogen sulfide corrosion and odor in the infrastructure downstream of the force main discharge point; and

**WHEREAS**, the City had to perform sanitary sewer lining to repair the pipe damage from the corrosion; and

**WHEREAS**, continued treatment is necessary until more extensive residential development occurs to limit further infrastructure damage associated with the corrosive nature of hydrogen sulfide and to address odor issues; and

**WHEREAS**, the Project consists of work necessary for Evoqua to provide Bioxide Solution and perform monthly routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling, and provide a written report; and

**WHEREAS**, the City Council finds it in the City's best interest 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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



- Provide monthly maintenance and optimization services. Routine Service shall include, but not be limited to:
  1. Checking the equipment for proper operation
  2. Performing compliance sampling at the control point
  3. Performing scheduled preventative maintenance on equipment.
  4. Submitting a report outlining services and observations during the routine service visit.

All equipment will remain the property of Evoqua Water Technologies.

Evoqua Terms and Conditions are attached and considered part of this proposal and shall prevail. Evoqua Water Technologies LLC is owned by Xylem and will be the contracting legal entity. Any applicable taxes are not included.

The price associated with this quote will remain in effect for a period of sixty (60) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (262) 349-6446 or via email at [jack.euclide@xylem.com](mailto:jack.euclide@xylem.com). We look forward to providing you "Best in Class" service for years to come.

Sincerely,  
**Evoqua Water Technologies LLC**

*Jack Euclide*

Jack Euclide  
 Sr. Sales Representative - Midwest

**RE: FIVE-YEAR FULL-SERVICE ODOR CONTROL PROGRAM  
 CITY OF BLOOMINGTON, IL - GROVE LS  
 Evoqua Quote No. Q260128JE01**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to [utilityservicesinbox@xylem.com](mailto:utilityservicesinbox@xylem.com) or via fax to: (941) 359-7985.

ACCEPTED AND APPROVED BY:

**City of Bloomington, IL**

**Evoqua Water Technologies LLC**

BY \_\_\_\_\_

BY  \_\_\_\_\_

David L. Morano

TITLE \_\_\_\_\_

TITLE Senior Manager Customer Service

DATE \_\_\_\_\_

DATE 02/19/2026

PO \_\_\_\_\_

## STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within ~~thirty (30)~~ <sup>forty-five (45)</sup> days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, ~~including overhead and profit,~~ for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND

EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

**Mutual Indemnification**

**8. Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

**9. Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

**10. Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

**11. Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

**12. Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**13. Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

**14. Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

Evoqua Water Technologies - Standard Terms of Sale, rev. 7.2022

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:**

~~17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.~~

DLM  
3/9/21

**Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:**

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

## 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 & #: Evoqua Water Technologies, LLC., 209

Amount: \$246,830

Date: 3/6/2026

Description of item/service: Treatment Chemical Contract for Sewer Lift Stations

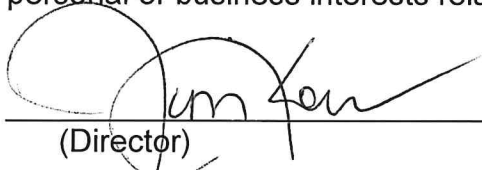
**Justification:** In 2018, the Bloomington and Normal Water Reclamation District (BNWRD) notified staff of issues related to hydrogen sulfide (H<sub>2</sub>S) corrosion and odor in the infrastructure downstream of the force main discharge point. The City had to perform sanitary sewer lining in order to repair the pipe damage from the corrosion. Continued treatment is necessary until more extensive residential development occurs to limit further infrastructure damage associated with the corrosive nature of the H<sub>2</sub>S. In 2018, City staff did research into the best chemical treatment option and now has all of the treatment equipment from Evoqua installed into the Grove Sewage Lift Station. This existing equipment and positive experience along with the Town of Normal using the same product proposed by this agreement on their Airport Road Lift Station encourages the continued use of this product.

As part of this agreement, Evoqua will provide Bioxide Solution and perform monthly routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. The amount needed per year varies depending on the sewage rate at the Grove Subdivision Lift Station.

Entering into a five-year contract helps lock in the chemical price, ensures chemical increases are included in future budgets, provides the ability for treatment of odor issues if other lift stations experience resident concerns, and enables the Department to obtain the necessary chemical treatment for the next five years. Therefore, the Department is confident that by entering a five-year contract with Evoqua that the best interests of the City will be protected.

Engineering is recommending the approval of the proposed contract with Evoqua Water Technologies LLC (Evoqua) for supply and delivery of treatment chemicals to continue to address odor and control corrosion issues associated with the Grove Sewage Lift Station force main. This five-year contract will allow the City to continue the lift station treatment with the Bioxide Solution that was started in 2018. The Engineering Department currently has \$44,670 budgeted for FY27 and will be adequately budgeted appropriately for the future years.

**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.

  
\_\_\_\_\_  
(Director)

\_\_\_\_\_  
Date 3/6/26

**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

March 9, 2026  
\_\_\_\_\_  
Date



**Consent Agenda Item No. 7.I.**

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on a Resolution Approving an Agreement with Pipeworks, Inc., for the Police Department HVAC Modifications (Bid #2026-29), in the Amount of \$726,050, as requested by the Administration - Facilities Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

**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 Bloomington Police Department facility is now 30 years old and requires regular maintenance and repairs to keep it efficient, safe and operational. Over the past two decades, changes to spaces either via operations or equipment challenges have brought to light some deficiencies in the building’s HVAC system. Earlier this year, the Farnsworth Group was hired to access the overall building system and provide design improvements to resolve the ongoing issues while also implementing efficiencies in the HVAC system. The design incorporates the modification of existing equipment and adds vestibules to the elevator hoist-way entries which will prevent humidity from entering the building, along with other equipment upgrades.

The project was advertised as Bid #2026-29 Police Department HVAC Modifications, which was issued on February 19, 2026. An on-site pre-bid walk-through of the project site took place on March 4th at 10:30 AM, and bids were received and opened on March 25, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. In accordance with the City's Local Preference Purchasing Policy, Pipeworks, Inc.'s bid of \$726,050 was the apparent low bid.

The bids are summarized below, and a complete bid tabulation is attached.

Pipeworks, Inc.	\$726,050*
PipCo	\$771,930
MSI of Galesburg	\$944,500

*\*Local Low Bid*

This project was budgeted in FY 2026 for \$500,000. With the current market showing some signs of inflation still and uncertainty regarding tariffs, the prices came in a little higher than expected. The proximity of two bids also indicates that the design, plans, specifications, and other bid documents clearly defined the scope of work. After discussions with the Finance Budget Manager, the use of additional Capital Improvement funds is warranted and available at this time. Contingency is included in the bid and shall be used for unforeseen issues that may arise during the project. This contingency shall be at the City's sole discretion, and any

amount not used during the project shall revert to the City and not be paid to the contractor. Therefore, the design consultant and staff recommend moving forward with this project.

**Community Groups/Interested Persons Contacted:** The project was advertised in *The Pantagraph* and *OpenGov* on February 19, 2026. A Pre-bid meeting was held on March 4, 2026, at 10:30 AM.

**Financial Impact:** If approved, the City will enter into a construction agreement with Pipeworks Inc., in the Amount of \$726,050. The expense will be charged to the Capital Improvement-Buildings account (40100100-72520). The project was included in the FY 2026 Budget for \$500,000. The remaining balance of \$226,050 will be covered with available funds in the Capital Improvement Fund Budget. If necessary, a budget amendment may be brought back to City Council at fiscal year-end for consideration. Stakeholders can locate information related to this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 243, 260, and 261.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tabulation - Bid #2026-29

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH PIPEWORKS, INC., FOR THE POLICE DEPARTMENT HVAC MODIFICATIONS (BID #2026-29), IN THE AMOUNT OF \$726,050**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Pipeworks, Inc. ("Pipeworks"), be approved for the Police Department HVAC Modifications Project (Exhibit A), in the amount of \$726,050 ("Project"); and

**WHEREAS**, the Project consists of work necessary for the modifications of existing HVAC equipment and installation that will consist of two elevator entry hoist way vestibules, the installation of a new split HVAC system; and

**WHEREAS**, the Project will increase efficiency in the buildings' overall HVAC system, operational safety, and comfort for the occupants of the Police Department; and

**WHEREAS**, the Project also contributes to the Strategic Plan objectives to upgrade City Infrastructure and Facilities to Grow the Local Economy; and

**WHEREAS**, the City Council finds it in the City's best interest 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 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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH  
PIPEWORKS INC.**

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**FOR  
POLICE DEPARTMENT HVAC MODIFICATIONS - BID#2026-29**

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**THIS AGREEMENT**, dated this 13 day of APRIL, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and PIPEWORKS INC. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:  
BID #2026-29 POLICE DEPARTMENT HVAC MODIFICATIONS (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Access to Records.** The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

**Section 21. Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

**If to VENDOR:**

PipeWorks, Inc.  
700 S. Gridley St  
Bloomington, IL 61701  
eg@pipeworksinc.com

Copy to:

PipeWorks, Inc.  
PO Box 3395  
700 S Gridley St  
Bloomington, IL 61702-3395  
pwi@pipeworksinc.com

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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


CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By:   
Its PRESIDENT

By:   
Its Jel/TT-cs20

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

**4.1. Police Department HVAC Modifications**

The City of Bloomington proposes to contract the replacement and modification of various HVAC components and equipment at the Bloomington Police Department located at 305 South East St, Bloomington, IL. The work includes the installation of two elevator vestibules and the modification of existing HVAC equipment, including removal and demolition, interior duct replacement, installation of new pumps and various other mechanical related items. Work also includes electrical upgrades and coordination with an existing elevator contract in place with TK Elevator Company. Any and all Documents pertaining to the BID #2026-29 POLICE DEPARTMENT HVAC MODIFICATIONS.

EXHIBIT B  
COSTS/FEES

Bid #2026-29 - Police Department HVAC Modifications

Base Bid and Contingency The Contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Bid - Includes two new vestibules, mechanical, plumbing, electrical upgrades to noted systems.	1	Lump Sum	\$571,000.00	\$571,000.00
2	Contingency (15% of Item #1)	1	Lump Sum	\$85,650.00	\$85,650.00
<b>Total</b>					<b>\$656,650.00</b>

Bid #2026-29 - Police Department HVAC Modifications

Alternate Bid #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate Bid 1 - ERV System Upgrades in the Sally Port Area as shown on the plans.	1	Lump Sum	\$34,400.00	\$34,400.00
<b>Total</b>					<b>\$34,400.00</b>

Bid #2026-29 - Police Department HVAC Modifications

Alternate Bid #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate Bid 2 - Installation of ductless mini split system on the roof and piped into dispatch room #113 as shown on the plans.	1	Lump Sum	\$35,000.00	\$35,000.00
<b>Total</b>					<b>\$35,000.00</b>

**#1 PIPEWORKS, INC.**

\$726,050.00



City of Bloomington  
**Facilities Management**

Josh Ftacek, Facility Manager  
 115 East Washington Street, Suite 403, Bloomington, IL 61701

**EVALUATION TABULATION**

ITB - PLA No. 2026-29

Police Department HVAC Modifications

RESPONSE DEADLINE: March 25, 2026 at 10:30 am

Report Generated: Friday, March 27, 2026

**SELECTED VENDOR TOTALS**

Vendor	Total
PIPEWORKS, INC.	\$726,050.00
Mechanical Service of Galesburg Inc	\$771,930.00
PIPCO LLC	\$944,500.00

**BID #2026-29 - POLICE DEPARTMENT HVAC MODIFICATIONS**

Base Bid and Contingency The Contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

Bid #2026-29 - Police Department HVAC Modifications					Mechanical Service of Galesburg Inc		PIPCO LLC		PIPEWORKS, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid - Includes two new vestibules, mechanical, plumbing, electrical upgrades to noted systems.	1	Lump Sum	\$600,630.00	\$600,630.00	\$750,000.00	\$750,000.00	\$571,000.00	\$571,000.00

EVALUATION TABULATION  
 ITB - PLA No. 2026-29  
 Police Department HVAC Modifications

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Bid #2026-29 - Police Department HVAC Modifications					Mechanical Service of Galesburg Inc		PIPCO LLC		PIPEWORKS, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Contingency (15% of Item #1)	1	Lump Sum	\$94,000.00	\$94,000.00	\$112,500.00	\$112,500.00	\$85,650.00	\$85,650.00
Total							\$694,630.00		\$862,500.00	\$656,650.00

**BID #2026-29 - POLICE DEPARTMENT HVAC MODIFICATIONS**

Alternate Bid #1

Bid #2026-29 - Police Department HVAC Modifications					Mechanical Service of Galesburg Inc		PIPCO LLC		PIPEWORKS, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Alternate Bid 1 - ERV System Upgrades in the Sally Port Area as shown on the plans.	1	Lump Sum	\$38,900.00	\$38,900.00	\$47,000.00	\$47,000.00	\$34,400.00	\$34,400.00
Total							\$38,900.00		\$47,000.00	\$34,400.00

**BID #2026-29 - POLICE DEPARTMENT HVAC MODIFICATIONS**

Alternate Bid #2

EVALUATION TABULATION  
 ITB - PLA No. 2026-29  
 Police Department HVAC Modifications

Bid #2026-29 - Police Department HVAC Modifications					Mechanical Service of Galesburg Inc		PIPCO LLC		PIPEWORKS, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Alternate Bid 2 - Installation of ductless mini split system on the roof and piped into dispatch room #113 as shown on the plans.	1	Lump Sum	\$38,400.00	\$38,400.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
Total						\$38,400.00		\$35,000.00		\$35,000.00

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	Mechanical Service of Galesburg Inc	PIPCO LLC	PIPEWORKS, INC.
Authorized Person(s)	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass
Contractors Certification of Compliance with Gift Ban Act	Pass	Pass	Pass
Substance Abuse Prevention Program - Public Act 95-0635	Pass	Pass	Pass
Contractors Certification of Compliance with Public Act 85-1295	Pass	Pass	Pass
Contractors Certification of Compliance with 2CFR180	Pass	Pass	Pass
Contractors Certification of Compliance with Employment of Illinois Workers on Public Works Act 30 ILCS 570	Pass	Pass	Pass

EVALUATION TABULATION  
 ITB - PLA No. 2026-29  
 Police Department HVAC Modifications

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Question Title	Mechanical Service of Galesburg Inc	PIPCO LLC	PIPEWORKS, INC.
City of Bloomington IL Contractor Registration	Pass	Pass	Pass
Insurance	Pass	Pass	Pass
Certificate of Insurance	Pass	Pass	Pass
Local Preference Purchasing Policy Consideration	Pass	Pass	Pass
General Save and Hold Harmless	Pass	Pass	Pass
References	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Apprenticeship Training	Pass	Pass	Pass
Apprenticeship Training Documentation	Pass	Pass	Pass
Prevailing Wage	Pass	Pass	Pass
Other Documentation	No Response	Pass	No Response
Business Classification	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass
§ 16-414 Public Works Contracts and Project Labor Agreements			
Ordinance No. 2024-058 - Public Works Contracts & Project Labor Agreements	Pass	Pass	Pass
Project Labor Agreement and Letter of Assent	Pass	Pass	Pass
Request for Project Labor Agreement Waiver	No Response	Pass	No Response

EVALUATION TABULATION  
 ITB - PLA No. 2026-29  
 Police Department HVAC Modifications

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Question Title	Mechanical Service of Galesburg Inc	PIPCO LLC	PIPEWORKS, INC.
§ 16-414 [Ch. 16, Sec. 59] Equal Opportunity & Initiatives in City Contracts			
Introduction & Guide for the Equal Opportunity Initiatives & Goal for City Contracts	Pass	Pass	Pass
Formal Commitment to Provide Equal Employment Opportunities			
Contract Diversity Goal Form			
Equal Employment Opportunity Plan (EEO)			
Good Faith Effort - End of Project Summary	Pass	Pass	Pass



## Consent Agenda Item No. 7.J.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center for the Stormwater Education Program, for a Three-Year Period Beginning March 1, 2026, and ending February 28, 2029, in the Annual Amount of \$47,159, with a Possible 3% Increase Year Over Year, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution be approved.

### Strategic Plan:

**Goal 1.** Financially Sound City Providing Quality Basic Services

**Objective 1c.** Engaged residents that are well informed and involved in an open governance process

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

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5c.** Incorporation of "Green Sustainable" concepts into City's development and plans

**Background:** If approved, the City will move forward with an Intergovernmental Agreement ("IGA") with the Ecology Action Center ("EAC"), which includes the Town of Normal ("Town"), County of McLean ("County"), and Bloomington-Normal Water Reclamation District ("BNWRD") as additional parties. The proposed IGA is a cost-effective way to pool resources from the City, Town, County, and BNWRD to fulfill a multitude of needs for stormwater education programs. Rather than each taxing body preparing and paying for its own programs, the taxing bodies jointly contract with the EAC to provide competent, consistent outreach across McLean County. The shared distribution of costs is determined based on the number of stormwater systems under each taxing body and participation in the Sugar Creek Stewards program by the City, Town, and BNWRD.

To cover the annual contract cost of the program, the City and Town will pay \$47,159 each, BNWRD will pay \$15,000, and the County will pay \$5,500, for a total of \$114,818 per year. The total cost of the contract for all four entities over the course of three years will not exceed \$354,890.96, which includes a maximum 3% increase from the previous year in 2027 and 2028. The agreement is retroactive to March 1, 2026, and ends on February 28, 2029. The annual payment is adjusted each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area published by the U.S. Department of Labor Bureau of Labor Statistics.

City Council approved the last IGA in July 2023. This new agreement includes many additions to the existing program. As part of the IGA, the EAC will:

- Create educational pollution prevention messages that focus on at least three targeted residential and three targeted industrial stormwater issues.
- Coordinate educational presentations to inform businesses, industry and the public of hazards associated with illegal discharges and improper disposal of waste and the requirements and mechanisms for reporting such discharges.
- Provide training to program volunteers on monitoring practices for illicit discharges and the presence of chlorine and nitrate in Sugar Creek.
- Annually coordinate an outreach event to receive feedback from the public about all stormwater management programs.
- Participate in the Salt Smart program to reduce sodium chloride pollution and provide education to public, commercial, and industrial entities.
- Promote green infrastructure that mimic natural processes and direct storm water to areas where it can be infiltrated, evaporated, or reused, including the benefits and cost savings of green infrastructure strategies and guidance on implementation.
- Monitor microplastic pollution in stormwater through the Littatrap program with three urban monitoring sites.
- Identify environmental justice areas in the community and include appropriate involvement.

The City is currently regulated by the U.S. Environmental Protection Agency and the Illinois Environmental Protection Agency ("IEPA") regarding stormwater management through the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit process. The permit requires the City to take specific steps to reduce stormwater pollution, which might take the form of reducing pesticides from lawns, sediment from construction sites, plastic bottles, etc. Many of these contaminants pollute waterways, thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife. As a part of these regulations, the IEPA requires both educational outreach and citizen involvement regarding stormwater runoff. The EAC will provide multiple community initiatives to fill this need, such as clean water educational programs in Bloomington-Normal schools and storm drain inlet stenciling.

The EAC, located in Normal, has been a vital partner in providing public education services, research, and high-level planning on an array of issues, including solid waste, stormwater, recycling, household hazardous waste collection, energy efficiency, and air quality. The EAC has filled gaps in service as it relates to organizing, for example, the periodic acceptance of household hazardous waste. Its website, [ecologyactioncenter.org](http://ecologyactioncenter.org), serves as a clearinghouse of information, and its work stands out for quality and reliability. Among its services, the EAC keeps abreast of regulations and files mandatory reports to the IEPA on behalf of the City, Town, and County. In contracting with the agency, the three governments avoid duplication of services.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will enter into an Intergovernmental Agreement with the Ecology Action Center for the Stormwater Education Program, for a three-year period beginning March 1, 2026, and ending February 28, 2029, in the annual amount of \$47,159,

with a possible 3% Increase Year Over Year. In FY 2026, \$47,159 will be paid out of the Storm Water Fund-Other Purchased Services account (53103100-70690). Stakeholders can locate information in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 160. Engineering will include the FY 2027 and FY 2028 amounts in their respective ENG-Storm Water budget year submissions.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Renewal Memo

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE ECOLOGY ACTION CENTER FOR THE STORMWATER EDUCATION PROGRAM, FOR A THREE-YEAR PERIOD BEGINNING MARCH 1, 2026, AND ENDING FEBRUARY 28, 2029, IN THE ANNUAL AMOUNT OF \$47,159, WITH A POSSIBLE 3% INCREASE YEAR OVER YEAR**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending that a 3-year agreement with the Ecology Action Center (“EAC”) be approved for the Stormwater Education Program (Exhibit A), in the annual amount of \$47,159 with a possible 3% increase year over year; and

**WHEREAS**, the City is currently regulated by the U.S. Environmental Protection Agency (“EPA”) and the Illinois Environmental Protection Agency (“IEPA”) regarding stormwater management through the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit process; and

**WHEREAS**, the permit requires the City to take specific steps to reduce stormwater pollution, which might take the form of reducing pesticides from lawns, sediment from construction sites, plastic bottles, etc.; and

**WHEREAS**, many of these contaminants pollute waterways, thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife; and

**WHEREAS**, as a part of these regulations, the IEPA requires both educational outreach and citizen involvement regarding stormwater runoff; and

**WHEREAS**, the EAC will provide multiple community initiatives to fill this need, such as clean water educational programs in Bloomington-Normal schools and storm drain inlet stenciling, as well as establish measurable goals, conduct annual evaluations of progress, and other continuous improvement measures as noted in Exhibit B; and

**WHEREAS**, the proposed Intergovernmental Agreement is a cost-effective way to pool resources from the City, Town of Normal, McLean County, and Bloomington Normal Water Reclamation District (“BNWRD”) to fill a multitude of needs for stormwater education programs; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the Intergovernmental 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 Intergovernmental Agreement, and any other documents necessary to complete this transaction.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

---

Dan Brady, Mayor

---

Leslie Smith-Yocum, City Clerk

**EXHIBIT A**

## **AGREEMENT FOR STORMWATER EDUCATION PROGRAM SERVICES**

This agreement is entered into this 1<sup>st</sup> day of March, 2026, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

### **A. Purpose of This Agreement**

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a stormwater education program, hereafter referred to as the "Program" to include stormwater education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Management Plans per the August 1, 2025 Illinois Environmental Protection Agency General NPDES Permit ILR40.

### **B. Period of Agreement**

The period of this agreement is (3) years commencing on March 1, 2026 and ending on February 28, 2029. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

Written notice shall be mailed by certified copy to the following address:

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

For the Town:  
City Manager  
Town of Normal  
11 Uptown Circle  
P.O. Box 589  
Normal, IL 61761

For the County:  
County Administrator  
115 E. Washington Street, Room 401  
P.O. Box 2400  
Bloomington, IL 61701

With a copy to:  
1<sup>st</sup> Civil Assistant State's Attorney  
104 W. Front Street, Room 605

Bloomington, IL 61701

For the BNWRD:  
Executive Director  
Bloomington-Normal Water Reclamation District  
2015 W Oakland Ave  
Bloomington, IL 61701

For the Center:  
Executive Director  
Ecology Action Center  
PO Box 97  
Normal, IL 61761-0097

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement;
- c. provide at least annual updates to the Center to inform and improve education and outreach strategies
  - i. Commercial/Industrial stormwater pollutant/illicit discharge related violations statistics and trends
  - ii. Residential sector stormwater pollutant/illicit discharge related violations statistics and trends

2. Center

The Center shall:

- a. provide the stormwater education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Stormwater Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$47,159 each shall be made by the City and the Town by April 1st, pending receipt of an invoice from the Center by March 15th. Beginning January 1, 2027, such

annual payment shall be adjusted on January 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index, Chicago-Naperville-Elgin area published by the U. S. Department of Labor Bureau of Labor Statistics.

2. Annual payments of \$5,500 shall be made by the County by April 1st, pending receipt of an invoice from the Center by March 15th. Beginning January 1, 2027, such annual payment shall be adjusted on A 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index, Chicago-Naperville-Elgin area published by the U. S. Department of Labor Bureau of Labor Statistics.
3. Annual payments of \$15,000 shall be made by BNWRD by April 1st, pending receipt of an invoice from the Center by March 15th. Beginning January 1, 2027, such annual payment shall be adjusted on January 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index, Chicago-Naperville-Elgin area published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington	Date
Signed by: <i>Christopher Koos</i>	3/18/2026
<small>AFE62DD7E2214EF</small> Town of Normal	Date
Signed by: <i>Elizabeth Johnston</i>	3/30/2026
<small>EC3C80C61868421...</small> McLean County	Date
Signed by: <i>Tim Ervin</i>	3/17/2026
<small>3889A52606A247B</small> Bloomington-Normal Water Reclamation District	Date
DocuSigned by: <i>Michael Brown</i>	3/29/2026
<small>92BC4DR05CF84BD</small> Ecology Action Center	Date

**APPENDIX A: Services**

The Center shall:

1. Provide the following services to the City, Town, County, and BNWRD for compliance with the August 1, 2025 Illinois Environmental Protection Agency General NPDES Permit ILR40 Minimum Control Measures:
  - a. Public Education and Outreach (40 CFR 122.34(b)(1 )) to include:
    - i. Identify appropriate Best Management Practices (BMPs) and measurable goals for each BMP and identification and analysis of target audiences;
    - ii. Create educational pollution prevention messages relative to at least three targeted residential issues and three targeted industrial/commercial issues;
      - 1) Residential issues options may include
        - a) Yard care chemical reduction
        - b) Proper disposal of household hazardous wastes
        - c) Storm water reduction and filtration
        - d) Native vegetation usage for better filtration and absorption
        - e) Proper septic system maintenance
        - f) Proper usage and storage of sodium chloride
        - g) Vehicle oil/fluid leaks
      - 2) Industrial/commercial issues options may include
        - a) Proper usage and storage of sodium chloride
        - b) Yard care chemical reduction
        - c) Spill response and proper storage
        - d) Vehicle oil/fluid leaks
        - e) Silt control
    - iii. Include within educational materials information on the potential impacts and effects on storm water discharge due to climate change;
    - iv. Development and distribution of appropriate educational materials and presentations to inform the public on effective pollution prevention measures to discharge pollutants from private property and activities into the storm sewer system to include:
      - 1) Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School;
      - 2) Provide informational booths at local events (Earth Day, Sugar Creek Arts Festival, Sweet Corn Circus, etc.);
      - 3) Design and install educational/interpretative signs each at public stewardship sites for the City, Town, BNWRD, and the County on (BMP) for water protection such as riparian buffers;
      - 4) Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of stormwater issues;
      - 5) Conduct outreach campaigns through social media and traditional media;
      - 6) Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, and BMPs;

- 7) Coordinate Salt Smart outreach and education to public, commercial, and industrial entities to reduce sodium chloride pollution; and
- 8) Promote proper leaf management; and
- 9) Monitor microplastic pollution in stormwater through LittaTrap program with three urban monitoring sites.
- v. Promote green infrastructure strategies that mimic natural processes and direct storm water to areas where it can be infiltrated, evaporated, or reused including the benefits and cost savings of green infrastructure strategies and guidance on implementation to include:
  - 1) Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers and increase green infrastructure practices; and
  - 2) Support reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops; and
  - 3) Work with partners in establishment of Bloomington Gridley Street demonstration green infrastructure site; and
  - 4) Inclusion of information on benefits and cost savings of green infrastructure strategies and guidance on implementation.
- vi. Annually assess changes in public awareness and behavior resulting from Public Education and Outreach and modify efforts accordingly to include:
  - 1) Annual evaluation of impacts of outreach strategies through non-scientific surveying of target audiences; and
  - 2) Every three years (once per contract period) conduct formal evaluation of impacts of outreach strategies through scientifically valid social surveys conducted by qualified subcontractor.
- vii. Annually assess and report on Public Education and Outreach program and address any shortcomings
- b. Public Involvement and Participation (40 CFR 122.34(b)(2))
  - i. Identify appropriate Best Management Practices (BMPs) and measurable goals for each BMP to include:
    - 1) Coordinate Sugar Creek Stewards program on behalf the City, Town and BNWRD to include recruitment, training, and supervision of volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal; and
    - 2) Train staff and volunteers to monitor for illicit discharges, to be conducted in conjunction with other monitoring activities; and
    - 3) Recruit and train volunteers in seasonal monitoring of chloride and nitrates in Sugar Creek; and
    - 4) Coordinate monthly volunteer mCLEAN Crew trash/litter clean up workdays to reduce litter pollution in waterways.
  - ii. Provide one public meeting or outreach event annually for the public to provide input on Storm Water Management Programs
  - iii. Identify environmental justice areas in the community and include appropriate involvement/participation
  - iv. Provide an annual evaluation of public involvement/participation BMPs and measurable goals
- c. Illicit Discharge Detection and Elimination (IDDE) (40 CFR 122.34(b)(3))

- i. Educational presentations to inform businesses, industry and the general public of hazards associated with illegal discharges and improper disposal of waste and the requirements and mechanisms for reporting such discharges and related reporting
  - ii. other IDDE programs and compliance remain the responsibility of the City, Town, County, and BNWRD
2. Provide for the administration of the program to include:
  - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
  - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
  - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
  - d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA); and
  - e. Invoices for services performed in accordance with item "D" of this agreement.

**APPENDIX B: Program Budget**

<b>EXPENSES</b>	
<b>Clean Water School program</b>	<b>\$ 11,400</b>
<i>Staff time in classroom</i>	4080
<i>Coordination</i>	4080
<i>Travel</i>	2040
<i>Program supplies</i>	600
<i>Printing</i>	600
<b>Yard Smart Program</b>	<b>\$ 16,383</b>
<i>Rain Barrel Workshops</i>	2700
<i>Yard Smart Garden Walk</i>	3000
<i>yard walk food</i>	780
<i>Coordination</i>	1803
<i>Promotion</i>	2000
<i>Printing</i>	600
<i>Supplies</i>	500
<i>Demonstration Landscaping maintenance</i>	5000
<b>Community involvement: mCLEANup Crew</b>	<b>\$ 4,400</b>
<i>Staff time</i>	3000
<i>Travel</i>	600
<i>Supplies</i>	800
<b>Community involvement: Stream Monitoring</b>	<b>\$ 9,570</b>
<i>Chloride monitoring</i>	3190
<i>nitrate monitoring</i>	3190
<i>illicit discharge monitoring</i>	3190
<b>Community Involvement: Sugar Creek Stewards</b>	<b>\$ 17,600</b>
<i>Sugar Creek Stewards workdays</i>	1800
<i>prep, planning, maintenance</i>	1800
<i>Sugar Creek Stewards coordination</i>	1000
<i>Herbicide</i>	1000
<i>tools, sprayers</i>	1000
<i>seed and plant plugs</i>	5000
<i>interpretive signage</i>	4000
<i>site management plan coordination</i>	2000

<b>Commercial/Industrial Outreach</b>	<b>\$ 18,500</b>
<i>Salt Smart coordination</i>	4500
<i>salt workshops</i>	4000
<i>water presentations</i>	4000
<i>advertising/promotions</i>	6000
<b>Quantitative Assessment and Evaluation</b>	<b>\$ 12,000</b>
<i>development of assessment tools</i>	4000
<i>annual evaluation process</i>	4000
<i>annual program review and realignment</i>	4000
<b>Presentations /Information tables</b>	<b>\$ 1,500</b>
<b>Media campaign, newsletters, displays</b>	<b>\$ 8,000</b>
<b>McLean County Watershed Forum website</b>	<b>\$ 1,200</b>
<b>Administrative Overhead</b>	<b>\$ 16,377</b>
<b>TOTAL</b>	<b>\$ 116,930</b>
<b>REVENUE</b>	
<b>Contractual funding</b>	<b>\$ 114,818</b>
<i>City of Bloomington</i>	\$ 47,159
<i>Town of Normal</i>	\$ 47,159
<i>McLean County Highway Department</i>	\$ 5,500
<i>BNWRD</i>	\$ 15,000
<b>Workshop Fees</b>	<b>\$ 2,112</b>
<b>TOTAL</b>	<b>\$ 116,930</b>

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.

10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**



February 13, 2026

Jeff Jurgens  
City of Bloomington  
115 E Washington Street  
Bloomington, IL 61701

RE: Stormwater Education Program Renewal

Dear Jeff Jurgens:

Please find attached the proposed agreement to renew the Stormwater Education and Outreach Program administered by the Ecology Action Center on behalf of McLean County, the City of Bloomington, the Town of Normal, and the Bloomington-Normal Water Reclamation District.

The program promotes adoption of best management practices (BMPs) throughout the community in order to reduce stormwater runoff pollution. As such, it serves both as a key component of local watershed improvement strategies and as a mechanism for meeting U.S. EPA and Illinois EPA education and outreach requirements under Municipal Separate Storm Sewer System (MS4) permits.

As required by the Illinois Environmental Protection Agency's General NPDES Permit ILR40 (effective July 8, 2025), permit obligations have substantially expanded since the previous 2016 permit cycle. Notably, regulated communities must now conduct targeted outreach to commercial and industrial sectors, whereas prior efforts were largely focused on residential non-point source pollution. The permit also introduces more formal requirements for establishing measurable goals, conducting annual evaluations of progress, and adjusting strategies to ensure continual improvement. While program assessment and refinement have always been incorporated into our services, these activities must now be performed within a more structured and documented framework.

Because the updated ILR40 permit significantly increases the scope and level of services required, the proposed agreement includes a corresponding adjustment in funding for each participating entity.

Sincerely,

Michael Brown  
Executive Director

Attachments



## Consent Agenda Item No. 7.K.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for FY 2026 Community Development Block Grant (CDBG) South Sidewalks Phase II (Bid #2026-22), in the Amount of \$89,877, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

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

**Objective 2a.** Better quality roads and sidewalks

**Background:** If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner"), for the Fiscal Year ("FY") 2026 Community Development Block Grant ("CDBG") South Sidewalks Phase II Project, which is part of the multi-year South Sidewalks Project. The proposed agreement for Phase II will repair the sidewalk along the northbound stretch of US 51, from Wood Street to Buchanan Street. Work will involve the replacement of 3,868 square feet of substandard public sidewalks (average-to-good sidewalks will be left intact).

The bid package included a Base Bid and three Additive Alternates for this project. The Additive Alternates increased the Base Bid quantities, which were included in this bid package, in case the City received favorable pricing. Staff recommend approving an agreement that includes the Base Bid, Additive Alternate 1, and Additive Alternate 2 due to budget constraints.

The Engineering Department created the South Sidewalks Project to benefit neighborhoods with high numbers of low-to-moderate-income households. The South Sidewalks Project centers on key pedestrian locations within the "Regeneration Area" identified by the City of Bloomington Comprehensive Plan 2035. The Engineering Department seeks to use CDBG funding for the South Sidewalks Project, which includes the replacement of a substandard public sidewalk directly south of Downtown Bloomington along an 8-block area that staff have identified as a high-need area using Census and Illinois Department of Housing and Urban Development data.

The project was advertised by the City to solicit competitive bids. Bids were received until 11:00 am on Tuesday, February 24, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. Gildner was the lowest responsible bidder among the two bids opened on February 24th. A full bid tabulation is attached. Contingency is included in the bid and shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

**Community Groups/Interested Persons Contacted:** The Request for Bids was released

through the City's *OpenGov* portal and advertised in *The Pantagraph* on January 30, 2026.

**Financial Impact:** If approved, the City will enter into an agreement with George Gildner, Inc., in the Amount of \$89,877. This will be paid from the Community Development Capital Improvement-Sidewalks Construction & Improvement account (2402440-72560-52000). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 24. Although only budgeted at \$75,000, funds are available in the fund to cover the additional \$14,877 cost. If necessary, at fiscal year end, a budget amendment may be brought back to the City Council for consideration.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Project Map
4. Bid Tab

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SOUTH SIDEWALKS PHASE II (BID #2026-22), IN THE AMOUNT OF \$89,877**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with George Gildner, Inc., be approved for the Fiscal Year ("FY") 2026 Community Development Block Grant ("CDBG") South Sidewalks Phase II (Exhibit A), in the amount of \$89,877 ("Project"); and

**WHEREAS**, the Project is part of the multi-year South Sidewalks Project, which centers on key pedestrian locations within the "Regeneration Area" identified by the City of Bloomington Comprehensive Plan 2035; and

**WHEREAS**, the Project consists of work necessary to install approximately 3,868 square feet of substandard sidewalk, and a contingency item; and

**WHEREAS**, the City Council finds it in the City's best interest 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 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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH**  
George Gildner, Inc.

**FOR**  
FY2026 CDBG South Sidewalks Phase II

**THIS AGREEMENT**, dated this \_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and \_\_\_\_\_ George Gildner, Inc. \_\_\_\_\_ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:  
Bid #2026-22: FY26 CDBG South Sidewalks Phase II (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Access to Records.** The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

**Section 21. Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

**If to VENDOR:**

George Gildner, Inc.  
Attn: Steve Gildner  
2031 Ireland Grove Rd PO Box 846  
Bloomington, IL 61702-  
gildnerinc@aol.com

Copy to:

George Gildner, Inc.  
Attn: Gabriel Judd  
2031 Ireland Grove Rd.  
Bloomington, IL 61704  
ggildnerinc@aol.com

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

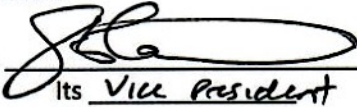
CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By:   
Its Vice President

By: \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 20 calendar days of the Notice to Proceed submission. All work shall be completed by June 26, 2026.

This project consists primarily of the following major work items:

1. Approximately 3,868 SQ FT Sidewalk Removal
2. Approximately 3,625 SQ FT Portland Cement Concrete Sidewalk, 6"
3. Approximately 105 SQ FT Portland Cement Concrete Sidewalk, 8"
4. Approximately 138 SQ FT Portland Cement Concrete Sidewalk Ramps, 6"

The proposed improvements for the additive alternate bids include removal and replacement of midblock sidewalk, sidewalk ramps, combination curb and gutter and the placement of topsoil and seeding along Main St from Wood St to Buchanan St.

As stated above in Section 3: Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

**EXHIBIT B  
COSTS/FEES**

**Base Bid**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	2420	SF	\$13.45	\$32,549.00
42400410	PORTLAND CEMENT CONCRETE SIDEWALK, 8"	105	SF	\$14.95	\$1,569.75
42400800	DETECTABLE WARNINGS	20	SF	\$42.00	\$840.00
44000600	SIDEWALK REMOVAL	2663	SF	\$4.00	\$10,652.00
COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6"	138	SF	\$30.00	\$4,140.00
COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	100	SF	\$3.00	\$300.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	49	FT	\$88.00	\$4,312.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	49	FT	\$23.00	\$1,127.00
COB60605	BARRIER YARD CURB, SPECIAL	28	LF	\$70.00	\$1,960.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$4,450.00	\$4,450.00
COB80000	CONTINGENCY	1	LS	\$5,000.00	\$5,000.00
<b>SUBTOTAL</b>					<b>\$66,899.75</b>

**Additive Alternate 1**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	825	SF	\$13.45	\$11,096.25
44000600	SIDEWALK REMOVAL	825	SF	\$4.00	\$3,300.00
COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	300	SF	\$3.00	\$900.00
<b>SUBTOTAL</b>					<b>\$15,296.25</b>

**Additive Alternate 2**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	380	SF	\$13.45	\$5,111.00
44000600	SIDEWALK REMOVAL	380	SF	\$4.00	\$1,520.00
COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	100	SF	\$3.00	\$300.00
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	1	EA	\$750.00	\$750.00
<b>SUBTOTAL</b>					<b>\$7,681.00</b>

<b>Total</b>	<b>\$9,877.00</b>
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EXHIBIT C  
CERTIFICATE OF INSURANCE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lander Van Gundy Agency Inc. 101 S Towanda Avenue  Normal IL 61761	<b>CONTACT NAME:</b> Megan Reader <b>PHONE (A/C, No, Ext):</b> (309) 452-1156 <b>FAX (A/C, No):</b> (309) 452-7500 <b>E-MAIL ADDRESS:</b> mreader@vangundy.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Cincinnati Insurance Company	
NAIC # 10677	
<b>INSURED</b> George Gildner Inc P.O. Box 846  Bloomington IL 61702-0846	

**COVERAGES      CERTIFICATE NUMBER: 25-26      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPP0028387	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EPP0028387	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		EPP0028387	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ PER STATUTE    OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0252117	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions			EPP0028387	07/01/2025	07/01/2026	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Bid#2026-22: FY26 CDBG South Sidewalks Phase II

City of Bloomington, its employees and officials are included as blanket additional insureds on a primary and non contributory basis subject to written contract.

<b>CERTIFICATE HOLDER</b>  City of Bloomington 115 E Washington St  Bloomington IL 61702	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS  
AND AUTOMATIC WAIVER OF SUBROGATION  
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,  
PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of your ongoing operations or arising out of "your work"*;

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law;
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
- 4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
  - a. The building or disassembly of scaffolding by or for you; or
  - b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

**E. Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

**F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

**G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

EXHIBIT D  
FEDERAL PREVAILING WAGE  
STATEMENT

**HUD Requirements, Davis-Bacon Wages and Labor Standards Apply**

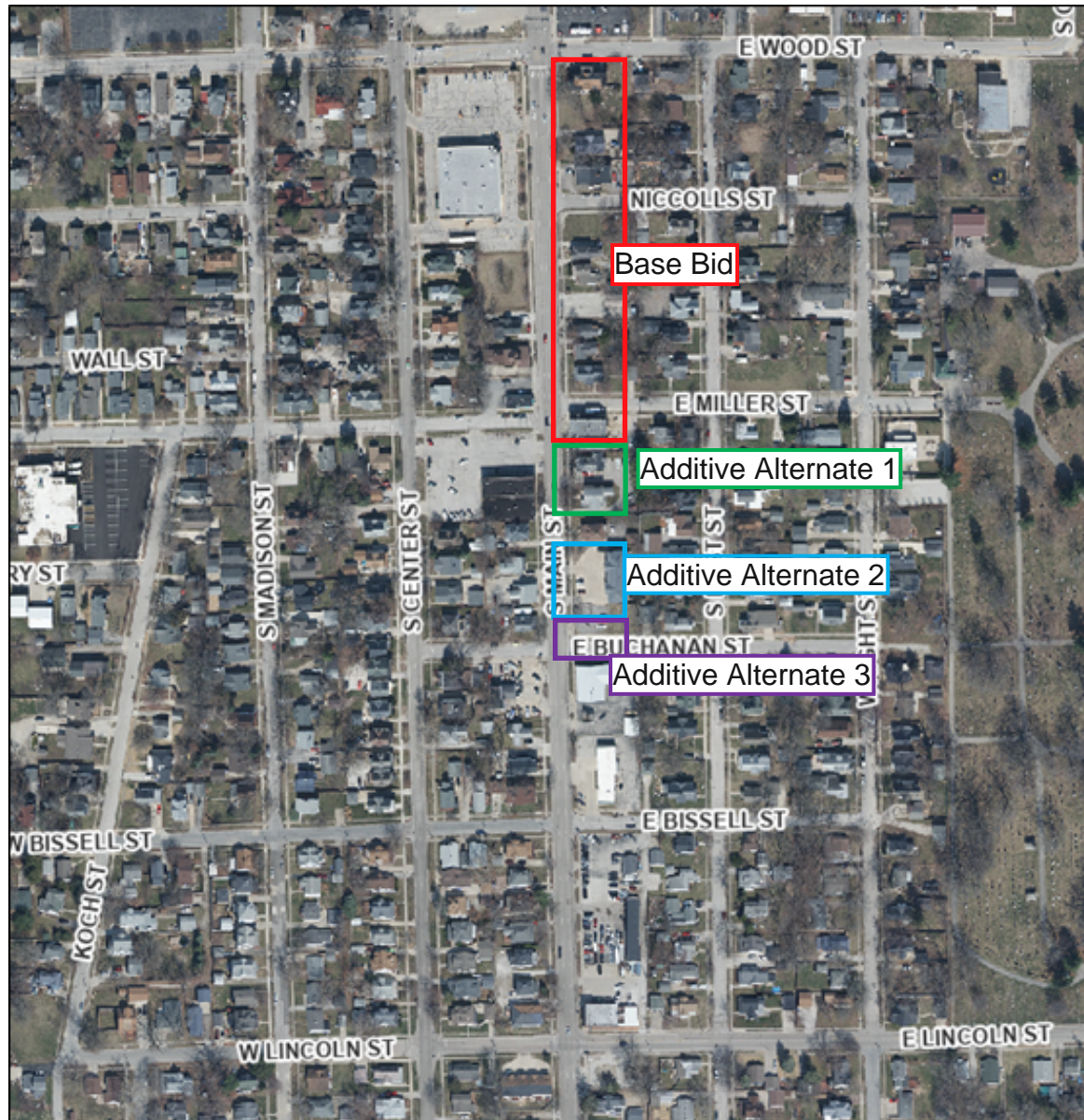
Davis Bacon Wage Rates and Labor Standards apply to this Project, the contractor must agree to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A wage determination (WD) is a set of wages, fringe benefits, and work rules that the U.S. Department of Labor has ruled to be prevailing for a given labor category in a given locality.

In addition, contractors are required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be included in the Bid Documents for each project that is let out to bid.

**Contractor must:**

1. Comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
2. Comply with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
3. Comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
4. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
5. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
6. Maintain standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and accessible place where they can be easily seen by the workers.

## South Sidewalks Project: Phase II Construction





**EVALUATION TABULATION**  
 ITB - PLA No. Bid #2026-22  
FY26 CDBG South Sidewalks Phase II  
 RESPONSE DEADLINE: February 24, 2026 at 11:00 am  
 Report Generated: Tuesday, March 17, 2026

**SELECTED VENDOR TOTALS**

Vendor	Total
George Gildner Inc.	\$105,293.45
JG Stewart Contractors, Inc.	\$107,878.15

**BASE BID**

Base Bid					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	2420	SF	\$13.45	\$32,549.00	\$13.70	\$33,154.00
X	42400410	PORTLAND CEMENT CONCRETE SIDEWALK, 8"	105	SF	\$14.95	\$1,569.75	\$17.50	\$1,837.50
X	42400800	DETECTABLE WARNINGS	20	SF	\$42.00	\$840.00	\$37.00	\$740.00
X	44000600	SIDEWALK REMOVAL	2663	SF	\$4.00	\$10,652.00	\$4.65	\$12,382.95
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6"	138	SF	\$30.00	\$4,140.00	\$28.00	\$3,864.00
X	COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	100	SF	\$3.00	\$300.00	\$3.15	\$315.00

EVALUATION TABULATION  
 ITB - PLA No. Bid #2026-22  
 FY26 CDBG South Sidewalks Phase II

Base Bid					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	49	FT	\$88.00	\$4,312.00	\$21.00	\$1,029.00
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	49	FT	\$23.00	\$1,127.00	\$77.00	\$3,773.00
X	COB60605	BARRIER YARD CURB, SPECIAL	28	LF	\$70.00	\$1,960.00	\$65.00	\$1,820.00
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$4,450.00	\$4,450.00	\$5,000.00	\$5,000.00
X	COB80000	CONTINGENCY	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total							\$66,899.75	\$68,915.45

**ADDITIVE ALTERNATE BID 1**

ADDITIVE ALTERNATE BID 1					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	825	SF	\$13.45	\$11,096.25	\$13.70	\$11,302.50
X	44000600	SIDEWALK REMOVAL	825	SF	\$4.00	\$3,300.00	\$4.65	\$3,836.25
X	COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	300	SF	\$3.00	\$900.00	\$3.15	\$945.00
Total							\$15,296.25	\$16,083.75

**ADDITIVE ALTERNATE BID 2**

EVALUATION TABULATION  
 ITB - PLA No. Bid #2026-22  
 FY26 CDBG South Sidewalks Phase II

ADDITIVE ALTERNATE BID 2					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	380	SF	\$13.45	\$5,111.00	\$13.70	\$5,206.00
X	44000600	SIDEWALK REMOVAL	380	SF	\$4.00	\$1,520.00	\$4.65	\$1,767.00
X	COB50800205	SIDEWALK REINFORCEMENT, SPECIAL	100	SF	\$3.00	\$300.00	\$3.15	\$315.00
X	COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	1	EA	\$750.00	\$750.00	\$375.00	\$375.00
Total						\$7,681.00		\$7,663.00

**ADDITIVE ALTERNATE BID 3**

ADDITIVE ALTERNATE BID 3					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	341	SF	\$13.45	\$4,586.45	\$13.70	\$4,671.70
X	42400800	DETECTABLE WARNINGS	10	SF	\$42.00	\$420.00	\$37.00	\$370.00
X	44000600	SIDEWALK REMOVAL	565	SF	\$4.00	\$2,260.00	\$4.65	\$2,627.25
X	BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	160	SF	\$5.00	\$800.00	\$6.50	\$1,040.00
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6"	64	SF	\$30.00	\$1,920.00	\$28.00	\$1,792.00
X	COB60202	INLET TO BE ADJUSTED, SPECIAL	1	EA	\$500.00	\$500.00	\$500.00	\$500.00
X	COB60205	NEW FRAME AND GRATE, TYPE 3	1	EA	\$850.00	\$850.00	\$900.00	\$900.00

EVALUATION TABULATION  
 ITB - PLA No. Bid #2026-22  
 FY26 CDBG South Sidewalks Phase II

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ADDITIVE ALTERNATE BID 3					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	1	EA	\$750.00	\$750.00	\$375.00	\$375.00
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	30	FT	\$88.00	\$2,640.00	\$21.00	\$630.00
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	30	FT	\$23.00	\$690.00	\$77.00	\$2,310.00
Total						\$15,416.45		\$15,215.95



## Consent Agenda Item No. 7.L.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 2

**Subject:** Consideration and Action on (1) a Resolution Approving an Agreement for Professional Services with Crawford, Murphy & Tilly, Inc., for Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project - Phase 1, in an Amount Not to Exceed \$389,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of \$389,000, as requested by the Water Department.

**Recommended Motion:** The proposed Resolution and Ordinance be approved.

### **Strategic Plan:**

**Goal: 2.** Upgrade City Infrastructure and Facilities

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

**Background:** As part of the City's continued commitment to improving drinking water infrastructure and protecting public health, the City has initiated the Census Tract 59 Lead Service Line Replacement Project. This project focuses on the replacement of lead and galvanized service lines within Census Tract 59 to reduce potential lead exposure and modernize aging infrastructure.

On December 15, 2025, the City Council approved Ordinance No. 2025 - 098 authorizing the City to apply for financing through the Illinois Environmental Protection Agency ("IEPA") Public Water Supply Loan Program ("PWSLP"). This program provides low-interest financing through the State Revolving Fund ("SRF") and supports projects that address drinking water compliance and public health priorities.

Following the completion of the design and bidding phases, the project is advancing into construction. The proposed agreement with Crawford, Murphy & Tilly, Inc. ("CMT") will provide the necessary professional engineering services to support the City during the construction phase of the project.

### Project Scope and Services

The Construction Phase Engineering Services will include both Construction Administration (office services) and Construction Observation (field services) throughout the duration of the project, which is anticipated to span approximately 18 months (550 days). Key services to be provided by CMT include:

Construction Administration:

- Review of shop drawings and submittals
- Review and verification of contractor pay applications

- Responding to contractor requests for information (RFIs)
- Preparation of change orders and field orders
- Coordination and project correspondence with stakeholders
- Monthly progress reporting
- Review of final payment documentation and lien waivers
- Processing of contractor payments through IEPA SRF funding
- Preparation of record drawings (as-builts)

Construction Observation:

- Conducting pre-construction meeting
- Part-time on-site observation (approximately 4 hours per day)
- Monthly progress and payment meetings
- Preparation of substantial completion punch list
- Final inspection and project closeout verification

These services will ensure that the project is constructed in accordance with approved plans, specifications, and regulatory requirements, while maintaining compliance with IEPA SRF loan program requirements.

Through Resolution #2025 - 082, the City Council approved a list of pre-qualified vendors for Architectural and Engineering Services. Resolution No. 2025 - 082 established categories of services and identified qualified vendors to provide services in each category. City staff reviewed the engineering firms under the Potable Water category, which is the key design service of the project as described above, and determined CMT to be the most qualified firm to do the work. Based on CMT's selection under RFQ #2025 - 32 and their experience in potable water work, CMT was asked to submit a proposal for the scope and fees associated with the Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project - Phase 1. The vendor chosen for this project utilized a qualifications-based selection process, and therefore, the City's local preference policy does not apply.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will enter into an agreement for Professional Services with CMT, for Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project - Phase 1, in an amount not to exceed \$389,000. This will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 229, 287, 295, and 296. Please see "Ordinance - Exhibit A" for the accounts adjusted for the budget amendment.

**Attachments:**

1. Resolution - CMT Census Tract 59
2. Resolution - Exhibit A - Agreement
3. Ordinance - Budget Amendment
4. Ordinance - Exhibit A - Budget Amendment

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CRAWFORD, MURPHY & TILLY, INC., FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CENSUS TRACT 59 LEAD SERVICE LINE REPLACEMENT PROJECT – PHASE 1, IN AN AMOUNT NOT TO EXCEED \$389,000**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Crawford, Murphy & Tilly, Inc. (“CMT”), be approved for the Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project – Phase 1 (“Project”), in an amount not to exceed \$389,000 (“Exhibit A”); and

**WHEREAS**, the City of Bloomington is committed to maintaining and improving its public water system infrastructure and protecting public health; and

**WHEREAS**, the Project focuses on the replacement of lead and galvanized service lines to reduce potential lead exposure and modernize aging water infrastructure; and

**WHEREAS**, on December 15, 2025, the City Council approved Ordinance No. 2025 - 098 authorizing the City to apply for financing through the Illinois Environmental Protection Agency (“IEPA”) Public Water Supply Loan Program (“PWSLP”), which provides low-interest financing through the State Revolving Fund (“SRF”); and

**WHEREAS**, the Project has progressed through the design and bidding phases and is now ready to advance into construction; and

**WHEREAS**, the City desires to retain a qualified engineering firm to provide Construction Phase Engineering Services, including construction administration and on-site observation, to ensure the Project is completed in accordance with approved plans, specifications, and regulatory requirements; and

**WHEREAS**, CMT has the necessary qualifications, experience, and familiarity with the Project to provide these services; and

**WHEREAS**, the proposed Agreement for Professional Services provides for Construction Phase Engineering Services for the Project on a time and expense basis, with a total cost not to exceed \$389,000, without additional authorization; and

**WHEREAS**, the costs associated with these services are included as part of the overall Project budget and are eligible for reimbursement through the IEPA State Revolving Fund loan program; and

**WHEREAS**, the services to be provided under this Agreement will assist the City in complying with all applicable federal and state requirements, including IEPA SRF loan program conditions; 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 Agreement for Professional Services between the City of Bloomington and Crawford, Murphy & Tilly, Inc. for Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project – Phase 1, in an amount not to exceed \$389,000, is hereby approved.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Agreement and any other documents necessary to complete this transaction.

**SECTION 3.** The City Manager, or his/her designee, is further authorized to approve minor changes and execute all documents necessary to implement and administer the Project, consistent with the terms of the Agreement and this Resolution.

**SECTION 4.** In the event that any section, clause, provision, or part of this Resolution 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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk

## EXHIBIT A

**2026 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between City of Bloomington, whose address is 115 E Washington St Suite 103, Bloomington, IL 61701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., 203 Harrison Street, Peoria, Illinois 61602, hereinafter called the **CONSULTANT**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional services:

**Construction Phase Engineering Services for Census Tract 59 Lead Service Line Replacement - Phase 1 Project in accordance with the Scope of Services described in Exhibit A. Attached to and incorporated with this Agreement is the SRF Loan Program Requirements (Exhibit B) and a Standard Schedule of Hourly Charges (Exhibit C).**

**NOW THEREFORE**, the **CONSULTANT** agrees to provide the above described services and the **CLIENT** agrees to compensate the **CONSULTANT** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$\_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **CONSULTANT**.

**IT IS FURTHER MUTUALLY AGREED:**

**ENGINEER** shall provide professional engineering services in general conformance with the Scope of Services (**Exhibit A**). The cost for professional engineering services shall not exceed **\$389,000.00** without additional authorization from the **CLIENT**.

Engineering fees shall be in accordance with the Schedule of Hourly Charges (**Exhibit C**) contained herein. Construction Phase Engineering Services have been estimated based upon a construction time of 18 months.

The **CLIENT** and the **CONSULTANT** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **CONSULTANT** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this 27<sup>th</sup> day of January, 2026.


**CLIENT:**

**CONSULTANT:**

CITY OF BLOOMINGTON, ILLINOIS  
(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

\_\_\_\_\_  
(Signature)

  
(Signature)

\_\_\_\_\_  
(Name and Title)

**Raed Armouti, P.E.**  
**Water Resources Business Unit Director**  
(Name and Title)

\_\_\_\_\_  
Date

**January 27, 2026**  
Date

**CMT Job No.** \_\_\_\_\_

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **CONSULTANT** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **CONSULTANT'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **CONSULTANT** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **CONSULTANT** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **CONSULTANT**; and **CLIENT** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **CONSULTANT** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **CONSULTANT'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **CONSULTANT** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **CONSULTANT** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **CONSULTANT** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **CONSULTANT** be responsible for the contractor's failure to carry out the work in accordance with the contract documents or for the failure to carry out the work in a safe manner.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **CONSULTANT**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **CONSULTANT** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **CONSULTANT** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **CONSULTANT**, **CLIENT** will indemnify and hold harmless **CONSULTANT** from and against liability to **CLIENT** or to any other persons or entities irrespective of Consultant's compensation and without limitation. It is understood that the total aggregate liability of **CONSULTANT** arising from services performed by **CONSULTANT** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation

To the fullest extent permitted by law, the total liability, in the aggregate, of the **CONSULTANT** and **CONSULTANT'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of, or relating to, the **CONSULTANT'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **CONSULTANT** or **CONSULTANT'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **CONSULTANT** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **CONSULTANT** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **CONSULTANT** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **CONSULTANT** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

10. Reliance

**CLIENT** acknowledges that **CONSULTANT** will rely on the accuracy and completeness of information provided by **CLIENT**, **CLIENT's** consultants, contractors, manufacturers, and suppliers. **CLIENT** further acknowledges that **CONSULTANT** has the right to rely on the accuracy and completeness of information provided by others without the need for independent verification and **CLIENT** releases **CONSULTANT** for all liability arising out of the same.

11. Governing Law, Jurisdiction & Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. **CLIENT** and **CONSULTANT** further agree that any action arising out of this Agreement shall be brought exclusively in the state or federal courts of the State of Illinois.

12. Statute of Limitations

To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation, including statutes of repose, shall commence to run, no later than the date of Substantial Completion of the Project.

**EXHIBIT A**  
**City of Bloomington, Illinois**

**Census Tract 59 Lead Service Line Replacement Project – Phase 1**  
**Construction Engineering Services**

**SCOPE OF SERVICES**

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The Construction Engineering Services include items as shown in the anticipated scope of work presented below. Note that these services consist of two parts – Construction Administration (Office and On-Site activities by office personnel) and On-Site Observation (Resident Engineering). The Construction Engineering Services shall begin after the completion of the Bidding Phase, only in the event that suitable Bids are obtained and the City has issued a Notice of Award with the intention of constructing the project. The Construction Engineering Services will continue throughout construction of the Work, and shall be complete following final completion and acceptance of the project by the City. The Construction Engineering Services have been estimated based upon a construction contract time of 550 days after the Notice to Proceed has been issued to the Contractor.

**CONSTRUCTION ADMINISTRATION (OFFICE)**

**1. Shop Drawing Review**

Shop drawings will be submitted for review.

**2. Review of Contractor Payment Requests**

CMT will review the contractor's monthly pay requests for comparison with the schedule of values and the actual work completed in order to verify the amount requested.

**3. Responding to Requests for Information and Changes During Construction (Change Orders, Field Orders)**

This item includes design interpretation, addressing contractor questions in the field, preparing change or field orders to address changes in the work, etc. The effort associated with this item is dependent upon many factors, including items that may arise during construction that could not have been known during design. CMT has budgeted time to address such items based upon past experience on related or similar projects.

**4. Project Correspondence**

CMT will maintain correspondence during construction with the contractor, subcontractors, material and equipment suppliers, the City, the IEPA, and other entities.

**EXHIBIT A**  
**City of Bloomington, Illinois**

**Census Tract 59 Lead Service Line Replacement Project – Phase 1**  
**Construction Engineering Services**

**SCOPE OF SERVICES**

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**5. Periodic Progress Reports**

CMT will provide the City with monthly progress reports that will accompany our review of the contractor's application for payment. The reports will include updates concerning the status of the work, and the anticipated work for the next 30-day period.

**6. Review Final Payment Package and Lien Waivers**

CMT will review the final payment application and corresponding documents from the contractor, including items from subcontractors and suppliers prior to issuance of final payment.

**7. Process Payment Requests to IEPA (SRF Loan)**

CMT will process contractor payment requests, once approved by CMT and the City, through the IEPA for disbursement of SRF Loan monies into the City's account. This item includes monthly payment requests, final payment package, and change orders.

**8. Project Record Documents**

CMT will obtain the marked up contract drawings (note: marking up the drawings to reflect actual construction is the responsibility of the contractor) and transfer the information to the original CAD files to create a set of As-Built Drawings for the City.

**CONSTRUCTION OBSERVATION (ON-SITE)**

**9. Pre-Construction Meeting**

CMT will conduct a pre-construction meeting with the contractor following the award of the contract and prepare minutes.

**10. Part-Time On-Site Observation**

CMT will provide limited on-site observation of construction. CMT's on-site services may be performed at various times. On-site observation was based upon approximately 4 hours per day for an 18-month construction schedule.

**EXHIBIT A**  
**City of Bloomington, Illinois**

**Census Tract 59 Lead Service Line Replacement Project – Phase 1**  
**Construction Engineering Services**

**SCOPE OF SERVICES**

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**11. Attend/Conduct Contractor Payment/Progress Meetings**

CMT will be on-site monthly to review work progress as compared with payment requested by the contractor. CMT will prepare and distribute minutes of the meetings.

**12. Prepare Substantial Completion Punch List**

CMT will visit the site once substantial completion is reached to prepare a punch list.

**13. Conduct Project Close-Out Final Inspection**

CMT will visit the site to confirm completion of the punch list items and the fulfillment of the contract requirements.

**Assumptions:**

- 18-month construction schedule
- No construction staking/surveying will be required.
- Concrete Testing and Compaction Testing is by others.

END OF DOCUMENT.

# EXHIBIT B

## City of Bloomington, Illinois

### Census Tract 59 Lead Service Line Replacement Project – Phase 1 Construction Engineering Services

#### SRF LOAN PROGRAM REQUIREMENTS

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1. Disadvantaged Business Enterprises – The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
2. Records and Audits – The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
3. Disclosure of Information – The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. Maintaining Records - Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. Covenant Against Contingent Fees - The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
6. Debarment Under Federal Executive Order 12549 – The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design.
7. Schedule for Performance and Completion of Work – Professional Services shall commence upon written authorization by the Village of Germantown Hills, Illinois, to proceed with the construction phase, in accordance with the Agreement for Professional Services. Professional Services shall be complete upon fulfillment of the scope of services contained in the Agreement for Professional Services. Professional Services are anticipated to occur throughout the course of the construction of the work by the contractor. Professional Services are anticipated to be completed within 550 days after the authorization to proceed, including the construction and startup phases.

# EXHIBIT B

City of Bloomington, Illinois

## Census Tract 59 Lead Service Line Replacement Project – Phase 1 Construction Engineering Services

### SRF LOAN PROGRAM REQUIREMENTS

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8. Non-Discrimination – The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## EXHIBIT C

### CRAWFORD, MURPHY & TILLY, INC. STANDARD SCHEDULE OF HOURLY CHARGES JANUARY 1, 2026

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal Senior Manager Senior Planner 2	\$ 315
Senior Specialty Engineer 2 Senior Structural Engineer 2	\$ 300
Senior Specialty Professional 2 Senior Civil Engineer 2	\$290
Project Manager 2	\$270
Senior Environmental Scientist 2	\$260
Senior Architect 2 Senior Structural Engineer	\$ 250
Senior Civil Engineer Senior Specialty Engineer Senior Specialty Professional Senior Environmental Scientist	\$ 235
Project Manager	\$ 230
Senior Planner	\$ 225
Senior Administrative Specialist	\$ 210
Senior Technician	\$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer	\$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	\$ 180
Administrative Specialist Specialty Professional Planner Project Technician	\$ 160
Architect	\$ 150
Environmental Scientist Technician	\$ 135
Admin Coordinator	\$120
Admin	\$ 115

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2027.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, FOR THE WATER FUND, TO UTILIZE RESERVES, IN THE AMOUNT OF \$389,000**

**WHEREAS**, on April 14, 2025, by Ordinance No. 2025 - 029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and ending April 30, 2026, which was approved by Mayor Mboka Mwilambwe on April 14, 2025; and

**WHEREAS**, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Water Fund Budget, to Utilize Reserves, in the amount of \$389,000, as requested by the Water and Finance Departments.

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

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

**SECTION 2.** Ordinance No. 2025 - 029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and the amount presented in Exhibit A and in the appropriate place in said Ordinances.

**SECTION 3.** Except as provided for herein, Ordinance No. 2025 - 029 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.

**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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2026 Budget Amendment - Exhibit A**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
50100110-40000	Water	Use of Fund Balance	\$ (389,000.00)
50100120-70051	Water	Architectural & Engineering Services for Capital	\$ 389,000.00
<b>Net Transaction:</b>			<b>\$ -</b>



## Consent Agenda Item No. 7.M.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 2

**Subject:** Consideration and Action on (1) a Resolution Awarding a Construction Contract to George Gildner, Inc., for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, in the Amount of \$10,896,874.10; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of \$6,396,874.10, as requested by the Water Department.

**Recommended Motion:** The proposed Resolution be approved.

### Strategic Plan:

**Goal: 2.** Upgrade City Infrastructure and Facilities

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

**Background:** If approved, the City will award a Construction Contract to George Gildner, Inc., for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, in the amount of \$10,896,874.10. As part of the City's continued commitment to improving drinking water infrastructure and protecting public health, the City has developed the Census Tract 59 Lead Service Line Replacement Project. The project focuses on the replacement of lead and galvanized service lines within Census Tract 59 to reduce potential lead exposure risks and modernize aging water service infrastructure.

On December 15, 2025, City Council approved Ordinance No. 2025 - 098, which authorized the City to apply for financing through the Illinois Environmental Protection Agency ("IEPA") Public Water Supply Loan Program ("PWSLP"). That Ordinance authorized the City to borrow up to \$9,000,000 through the IEPA State Revolving Fund ("SRF") loan program and authorized the City Manager to execute the necessary loan application and related documents associated with the project.

The IEPA SRF loan programs provide low-interest financing to municipalities for drinking water infrastructure improvements and may include principal forgiveness for projects that address disadvantaged communities and public health priorities, including lead service line replacement. Additional information about the IEPA SRF loan programs can be found at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund.html>.

The Census Tract 59 project was developed following the City's Lead Service Line Inventory and Replacement planning efforts and represents an important step toward reducing the number of lead service lines within the community while improving the reliability and safety of the water distribution system.

Following completion of design and preparation of bidding documents, the project was publicly advertised on January 20, 2026. A pre-bid meeting was held on February 6, 2026, at the Water Department on Division Street. Bids were received and opened on March 27, 2026, at 10:00 a.m. CST, electronically via the City's eProcurement portal, *OpenGov*. George Gildner, Inc., was the sole bidder and is a local firm.

The project generally includes:

- Replacement of lead and galvanized water service lines within Census Tract 59

- Restoration of disturbed surfaces including pavement, sidewalks, and parkways/right-of-way areas
- Coordination with property owners for private-side service replacements where applicable
- Associated water system improvements necessary to complete service replacements

**Community Groups/Interested Persons Contacted:** The request for bids was released on Friday, January 30, 2026, and advertised in *The Pantagraph* and *OpenGov*.

**Financial Impact:** If approved, the City will enter into a Construction Contract with George Gildner, Inc., for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, in the amount of \$10,896,874.10. This will be paid from the Water Transmission & Distribution-Water Main Construction & Improvement account (50100120-72540). A total of \$4,500,000 was budgeted for the construction of this project; thus, the need for a budget amendment totaling \$6,396,874.10. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 229, 287, 295, and 296. Please see "Ordinance - Exhibit A" for the accounts adjusted for the budget amendment. In addition, the City is working to secure SRF from the IEPA for a significant portion of this project, which will include an interest-free loan to be paid back over 30 years with some principal forgiveness.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Ordinance - Budget Amendment
4. Ordinance - Exhibit A - Budget Amendment
5. Bid # 2026-21 - Census Tract 59 Lead Line Service Replacement Project - Phase 1

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO GEORGE GILDNER, INC., FOR THE CENSUS TRACT 59 PHASE 1 LEAD SERVICE LINE REPLACEMENT PROJECT, IN THE AMOUNT OF \$10,896,874.10**

**WHEREAS**, the City of Bloomington, Illinois (the “City”) is committed to maintaining and improving its public water system infrastructure and protecting public health; and

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending awarding a construction contract to George Gildner, Inc. (Exhibit A), for the Census Tract 59 Phase 1 Lead Service Line Replacement Project (“Project”), in the amount of \$10,896,874.10; and

**WHEREAS**, the Project focuses on the replacement of lead and galvanized service lines to reduce potential lead exposure risks and modernize aging water service infrastructure; and

**WHEREAS**, on December 15, 2025, City Council approved Ordinance No. 2025 – 098 authorizing the City to apply for financing through the Illinois Environmental Protection Agency (“IEPA”) Public Water Supply Loan Program (“PWSLP”), including borrowing up to \$9,000,000 through the State Revolving Fund (“SRF”) loan program, and authorizing the City Manager to execute the necessary loan application and related documents; and

**WHEREAS**, the IEPA SRF loan programs provide low-interest financing to municipalities for drinking water infrastructure improvements and may include principal forgiveness for projects addressing disadvantaged communities and public health priorities, including lead service line replacement; and

**WHEREAS**, the Project was developed following the City’s Lead Service Line Inventory and Replacement planning efforts and represents a critical step toward reducing lead service lines and improving the safety and reliability of the City’s water distribution system; and

**WHEREAS**, the Project generally includes:

- Replacement of lead and galvanized water service lines within Census Tract 59
- Restoration of disturbed surfaces, including pavement, sidewalks, and right-of-way areas
- Coordination with property owners for private-side service replacements where applicable
- Associated water system improvements necessary to complete service replacements

**WHEREAS**, the total contract amount for the Project is \$10,896,874.10, and funding is included within the approved project budget and anticipated to be financed in part through the IEPA SRF loan program; and

**WHEREAS**, the City Council finds it in the City’s best interest to approve the Construction 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, is hereby authorized and directed to execute the construction contract and all associated documents necessary to carry out the intent of this Resolution on behalf of the City.

**SECTION 3.** The City Manager, or designated representatives, is further authorized to approve change orders and execute all documents necessary for the completion of the Project, consistent with the contract and within authorized funding limits.

**SECTION 4.** In the event that any section, clause, provision, or part of this Resolution 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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH  
GEORGE GILDNER, INC.**

**FOR  
CONSTRUCTION CONTRACT FOR THE CENSUS TRACT 59 PHASE 1 LEAD SERVICE**

**THIS AGREEMENT**, dated this 13 day of April, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

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

Bid # 2026-21 Census Tract 59 Phase 1

(hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Access to Records.** The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

**Section 21. Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

**If to VENDOR:**

George Gildner, Inc.  
 \_\_\_\_\_  
 2031 Ireland Grove Rd.  
 \_\_\_\_\_  
 Bloomington, IL 61704  
 \_\_\_\_\_  
 \_\_\_\_\_

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By:   
Its Vice President

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF SERVICES/WORK PROVIDED**

The work includes, but is not limited to the following: The replacement of 603 lead service lines and associated items. This agreement incorporates all the plans, specifications, addenda and any other procurement documents that were part of Bid #2026-21.

EXHIBIT B  
COSTS/FEES

George Gildner Inc.  
\$10,896,874.10

BID # 2026-21 - CENSUS TRACT 59 LEAD LINE SERVICE REPLACEMENT PROJECT - PHASE 1  
Base Bid Bidder will complete the Work in accordance with the Contract Documents for the following prices. The following prices shall be used to determine the amount of payment to the Contractor for actual work completed. Quantities are not guaranteed. Final payment will be based on actual quantities.

Bid # 2026-21 - Census Tract 59 Lead Line Service Replacement Project - Phase 1					George Gildner Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	1	Water Service Line Material Verification and Interior Plumbing Review	603	EA	\$2,314.00	\$1,395,342.00	
X	2	1" Short Side Water Service Replacement - In Row	276	EA	\$8,811.23	\$2,431,899.48	
X	3	1" Short Side Encased Water Service Replacement - In Row	27	EA	\$9,120.75	\$246,260.25	
X	4	Long Side Water Service Replacement (In Row)	47	EA	\$9,994.53	\$469,742.91	
X	5	Long Side Encased Water Service Replacement (In Row)	253	EA	\$10,587.82	\$2,678,718.46	
X	6	Outside Row Water Service Replacement	13898	LF	\$212.00	\$2,946,376.00	
X	7	Existing Private Side Copper Pressure Testing	116	EA	\$1,075.00	\$124,700.00	
X	8	Repair A	1	LS	\$87,120.00	\$87,120.00	
X	9	Repair B	1	LS	\$192,000.00	\$192,000.00	
X	10	Repair C	1	LS	\$61,000.00	\$61,000.00	
X	11	Repair D	1	LS	\$88,200.00	\$88,200.00	
X	12	Repair E	1	LS	\$36,740.00	\$36,740.00	
X	13	Licensed Plumber (Inside Building)	500	HR	\$143.75	\$71,875.00	
X	14	Excavation for Hydra-Stop	6	EA	\$4,900.00	\$29,400.00	
X	15	Electrical Grounding	150	EA	\$250.00	\$37,500.00	
Total						\$10,896,874.10	

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, FOR THE WATER FUND, TO UTILIZE RESERVES, IN THE AMOUNT OF \$6,396,874.10**

**WHEREAS**, on April 14, 2025, by Ordinance No. 2025 - 029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and ending April 30, 2026, which was approved by Mayor Mboka Mwilambwe on April 14, 2025; and

**WHEREAS**, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Water Fund Budget, to utilize reserves, in the amount of \$6,396,874.10, as requested by the Water and Finance Departments.

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

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

**SECTION 2.** Ordinance No. 2025 - 029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and the amount presented in Exhibit A and in the appropriate place in said Ordinances.

**SECTION 3.** Except as provided for herein, Ordinance No. 2025 - 029 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.

**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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**FY 2026 Budget Amendment - Exhibit A**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
50100110-40000	Water	Use of Fund Balance	\$ (6,396,874.10)
50100120-72540	Water	Water Main Constrcution & Improvements	\$ 6,396,874.10
<b>Net Transaction:</b>			<b>\$ -</b>

Bid # 2026-21 - Census Tract 59 Lead Line Service Replacement Project - Phase 1				George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	Water Service Line Material Verification and Interior				
1	Plumbing Review	603	EA	\$2,314.00	\$1,395,342.00
2	1" Short Side Water Service Replacement - In Row	276	EA	\$8,811.23	\$2,431,899.48
	1" Short Side Encased Water Service Replacement -				
3	In Row	27	EA	\$9,120.75	\$246,260.25
4	Long Side Water Service Replacement (In Row)	47	EA	\$9,994.53	\$469,742.91
	Long Side Encased Water Service Replacement (In				
5	Row)	253	EA	\$10,587.82	\$2,678,718.46
6	Outside Row Water Service Replacement	13898	LF	\$212.00	\$2,946,376.00
7	Existing Private Side Copper Pressure Testing	116	EA	\$1,075.00	\$124,700.00
8	Repair A	1	LS	\$87,120.00	\$87,120.00
9	Repair B	1	LS	\$192,000.00	\$192,000.00
10	Repair C	1	LS	\$61,000.00	\$61,000.00
11	Repair D	1	LS	\$88,200.00	\$88,200.00
12	Repair E	1	LS	\$36,740.00	\$36,740.00
13	Licensed Plumber (Inside Building)	500	HR	\$143.75	\$71,875.00
14	Excavation for Hydra-Stop	6	EA	\$4,900.00	\$29,400.00
15	Electrical Grounding	150	EA	\$250.00	\$37,500.00
	<b>Total</b>				<b>\$10,896,874.10</b>



## Consent Agenda Item No. 7.N.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 1  
Ward 4

**Subject:** Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc., for the Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 8 (Bid #2026-27), in the Amount of \$7,901,316, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution be approved.

### Strategic Plan:

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

**Objective 2b.** Quality water for the long term

**Objective 2c.** Functional, well maintained sewer collection system

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** If approved, the City will enter into an agreement with Stark Excavating, Inc. ("Stark") for the Locust Street Combined Sewer Overflow ("CSO") Elimination and Water Main Replacement Phase 8. The agreement will allow the City to continue this work of eliminating CSO outlets near the intersection of Locust Street and Colton Avenue per the terms of the City's CSO permit from the Illinois Environmental Protection Agency. The permit includes a Long-Term Control Plan to eliminate the associated CSO.

The project will include building new sanitary sewer and storm sewer to separate the storm and sanitary flows and installing new water main to replace the old mains, which are reaching the end of their useful life. The pavement above utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter. A map showing the limits of construction for the project is attached.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Friday, March 27, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. Stark was the only bidder with a bid opened on March 27th. Stark is a local firm, and, therefore, the Local Preference Policy does not impact the recommendation. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor. A full bid tabulation is attached.

The original FY 2027 budgeted amount for the project was \$8,750,000. The only bid totaled \$7,901,316. The City also received a congressional earmark for a U.S. Environmental

Protection Agency ("EPA") Community Change Grant in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) signed into law on March 9, 2024. The City was designated a \$2,000,000 grant for the Locust Colton Phase 8 project with a 20% cost share. If approved, the \$7,901,316 cost will be funded as follows:

- \$2,000,000: EPA Community Change Grant funds
- \$2,192,350.31: Storm Water Fund
- \$192,350.32: Sanitary Fund
- \$3,516,615.37: Water Fund

**Community Groups/Interested Persons Contacted:** The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on February 23, 2026.

**Financial Impact:** This is a FY 2027 Budget Item with no work to begin prior to May 1, 2026. If approved, the City will enter into an Agreement with Stark Excavating, Inc., in the amount of \$7,901,316. A total of \$8,750,000 for construction is included in the FY 2027 Budget, with \$4,079,000 in Water and \$2,335,500 each in ENG-Sanitary Sewer and ENG-Storm Water. This will be paid as follows: \$3,516,615.37 will be paid out of Water Transmission & Distribution-Water Main Construction (50100120-72540), \$2,192,350.32 will be paid out of ENG-Sanitary Sewer-Sewer Construction & Improvement (51101101-72550), \$2,192,350.31 will be paid out of ENG-Storm Water-Sewer Construction & Improvement (53103101-72550). The \$2,000,000 EPA Community Change Grant funds will be recorded in the ENG-Sanitary Sewer-Federal Grants (51101101-53110). The City may bond for some or all of the remaining portion of this project, with the possibility of it being combined with the planned borrowing for Water Fund capital projects in FY 2027. This is still to be determined. Stakeholders can locate this in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" on pages 91, 108, 118, 170, 171, 237, 248, 249, 261, 264, 265, 273, 276, and 277.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Project Map
4. Bid Tab #2026-27

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE LOCUST STREET COMBINED SEWER OVERFLOW (CSO) ELIMINATION AND WATER MAIN REPLACEMENT PHASE 8 (BID #2026-27), IN THE AMOUNT OF \$7,901,316**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a construction agreement with Stark Excavating, Inc. be approved for the Locust Colton Combined Sewer Overflow (“CSO”) Elimination and Water Main Replacement Phase 8 (“Project”), in the amount of \$7,901,316 (Exhibit A); and

**WHEREAS**, the Project consists of work necessary to perform building new sanitary sewer and storm sewer, installing new water main, replacing the pavement above utility trenches, Intermittent curb and gutter repair, intermittent sidewalk repair, and contingency line items; and

WHEREAS, a map of the Project is attached as Exhibit B; 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 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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH**

Stark Excavating, Inc.

**FOR**

Locust Street CSO Elimination & Water Main Replacement Phase 8

**THIS AGREEMENT**, dated this \_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Stark Excavating, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

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

Locust Street CSO Elimination and Water Main Replacement Phase 8 (Bid #) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Access to Records.** The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

**Section 21. Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

**If to VENDOR:**

Stark Excavating, Inc.  
1805 W. Washington St.  
Bloomington, IL 61701  
dstarkjr@starkcompanies+

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR Stark Excavating, Inc.  
By: [Signature]  
Its vice president

By: [Signature]  
Its Secretary

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The proposed improvements are located within the limits shown on the Location Map on the Cover Sheet of the plans on Mercer Avenue, Dunbar Drive, Peirce Avenue, Parmon Road, and Skyline Court in the City of Bloomington, McLean County, Illinois. The proposed work includes:

- earth excavation, grading, and subgrade preparation;
- hot-mix asphalt pavements;
- portland cement concrete curbs and gutters, sidewalks, and driveways;
- storm sewers and associated storm sewer structures;
- sanitary sewers and associated sanitary sewer structures;
- water mains and appurtenances; and
- various removals, excavations, topsoil placement, seeding, and other work necessary to complete the construction as shown in the plans and required by the technical specifications.

The work shall include all labor, materials, tools, and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned, but which is reasonably and properly inferable and necessary for the completion of the work.

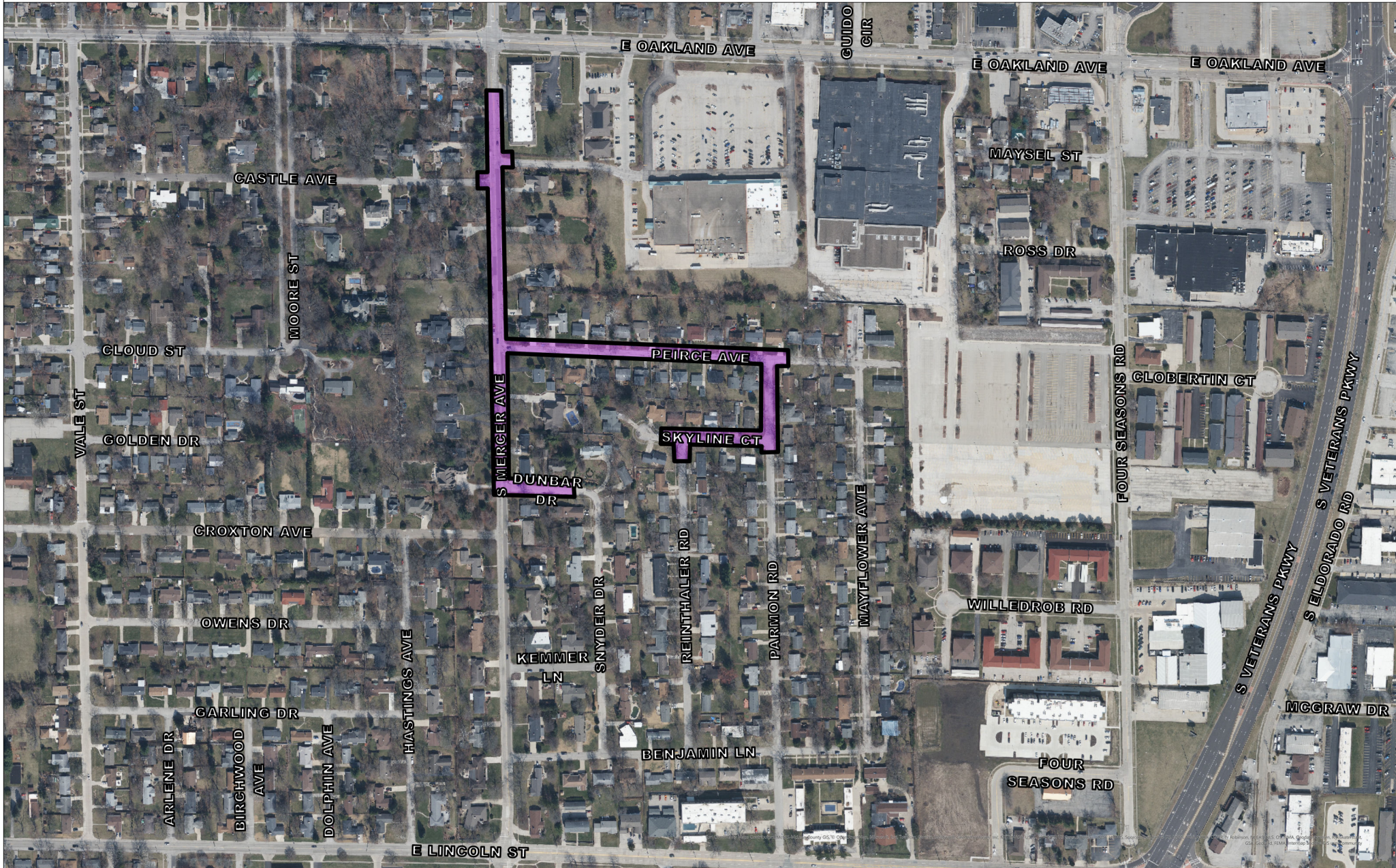
The construction work for this project shall commence after the Notice to Proceed is issued to the Contractor. All work, including all alternate bid work to be performed as determined by the City, shall be completed by **5:00 pm on Friday, November 19, 2027**. The full amount of liquidated damages specified in Article 108.09 of the Standard Specifications shall be assessed per calendar day in accordance with Article 108.09 of the Standard Specifications if the Contractor fails to complete all work by 5:00 pm on Friday, November 19, 2027.

EXHIBIT B  
COSTS/FEES

The City agrees to make progress payments to VENDOR not to exceed a TOTAL amount of \$7,901,316.00 for the project, following the procedure for progress payments provided in the incorporated "Technical Specifications BID #2026-27" document. Line item descriptions and costs are provided on the incorporated "Bid Tab" document, Resolution Exhibit B.

**EXHIBIT B**

# Locust Colton Phase 8 Project Location



Bid #2026-27 Locust Street CSO Elimination & Water Main Replacement Phase 8				Stark Excavating, Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	90	UNIT	\$60.00	\$5,400.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	480	UNIT	\$75.00	\$36,000.00
20101200	TREE ROOT PRUNING	180	EACH	\$60.00	\$10,800.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	30	EACH	\$100.00	\$3,000.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	180	EACH	\$58.00	\$10,440.00
20200100	EARTH EXCAVATION	3179	CU YD	\$66.00	\$209,814.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE	1134	CU YD	\$67.50	\$76,545.00
20800150	TRENCH BACKFILL	5960	CU YD	\$90.00	\$536,400.00
21000300	GRANULAR EMBANKMENT, SPECIAL	2041	TON	\$55.00	\$112,255.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	14206	SQ YD	\$2.00	\$28,412.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	1232	SQ YD	\$17.00	\$20,944.00
25000110	SEEDING, CLASS 1A	0.27	ACRE	\$31,000.00	\$8,370.00
25000400	NITROGEN FERTILIZER NUTRIENT	24.8	POUND	\$3.25	\$80.60
25000500	PHOSPHORUS FERTILIZER NUTRIENT	24.8	POUND	\$3.25	\$80.60
25000600	POTASSIUM FERTILIZER NUTRIENT	24.8	POUND	\$3.25	\$80.60
25100630	EROSION CONTROL BLANKET	1232	SQ YD	\$4.50	\$5,544.00
25200100	SODDING	100	SQ YD	\$30.00	\$3,000.00
25200200	SUPPLEMENTAL WATERING	13.1	UNIT	\$175.00	\$2,292.50
28000400	PERIMETER EROSION BARRIER	200	FOOT	\$7.50	\$1,500.00
28000500	INLET AND PIPE PROTECTION	2	EACH	\$400.00	\$800.00
28000510	INLET FILTERS	79	EACH	\$350.00	\$27,650.00
30103000	SHAPING AND GRADING ROADWAY	35	UNIT	\$1,875.00	\$65,625.00
35101400	AGGREGATE BASE COURSE, TYPE B	4322	TON	\$85.00	\$367,370.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	240	TON	\$30.00	\$7,200.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	2435	POUND	\$.80	\$1,948.00
40600370	LONGITUDINAL JOINT SEALANT	3477	FOOT	\$23.00	\$79,971.00
40600990	TEMPORARY RAMP	156	SQ YD	\$17.50	\$2,730.00
40701841	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 8"	5350	SQ YD	\$90.00	\$481,500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	93	SQ YD	\$400.00	\$37,200.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	680	SQ FT	\$50.00	\$34,000.00
42400800	DETECTABLE WARNINGS	53	SQ FT	\$45.00	\$2,385.00
44000100	PAVEMENT REMOVAL	10366	SQ YD	\$16.00	\$165,856.00
44000200	DRIVEWAY PAVEMENT REMOVAL	83	SQ YD	\$41.00	\$3,403.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	1670	FOOT	\$12.00	\$20,040.00
44000600	SIDEWALK REMOVAL	622	SQ FT	\$13.00	\$8,086.00

550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	29	FOOT	\$225.00	\$6,525.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	100	FOOT	\$225.00	\$22,500.00
550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	427	FOOT	\$132.00	\$56,364.00
550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	281	FOOT	\$210.00	\$59,010.00
550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	42	FOOT	\$200.00	\$8,400.00
550A0730	STORM SEWERS, CLASS A, TYPE 3 30"	281	FOOT	\$250.00	\$70,250.00
55100300	STORM SEWER REMOVAL 8"	29	FOOT	\$115.00	\$3,335.00
55100400	STORM SEWER REMOVAL 10"	34	FOOT	\$100.00	\$3,400.00
55100500	STORM SEWER REMOVAL 12"	384	FOOT	\$90.00	\$34,560.00
56103100	DUCTILE IRON WATER MAIN 8"	1111	FOOT	\$158.00	\$175,538.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	11	EACH	\$10,750.00	\$118,250.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	200	CU YD	\$110.00	\$22,000.00
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	11	EACH	\$6,600.00	\$72,600.00
60218500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	1	EACH	\$6,800.00	\$6,800.00
60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	4	EACH	\$9,700.00	\$38,800.00
60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	3	EACH	\$15,500.00	\$46,500.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	23	EACH	\$3,200.00	\$73,600.00
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	9	EACH	\$4,150.00	\$37,350.00
60240301	INLETS, TYPE B, TYPE 8 GRATE	1	EACH	\$3,850.00	\$3,850.00
60255500	MANHOLES TO BE ADJUSTED	1	EACH	\$2,200.00	\$2,200.00
60260100	INLETS TO BE ADJUSTED	3	EACH	\$1,150.00	\$3,450.00
60500040	REMOVING MANHOLES	3	EACH	\$2,900.00	\$8,700.00
60500060	REMOVING INLETS	21	EACH	\$1,600.00	\$33,600.00
67100100	MOBILIZATION	1	L SUM	\$438,505.09	\$438,505.09
70107025	CHANGEABLE MESSAGE SIGN	46	CAL DA	\$175.00	\$8,050.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	564	FOOT	\$12.00	\$6,768.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	11	FOOT	\$70.00	\$770.00
X1200016	SANITARY SERVICE REPLACEMENT	29	EACH	\$17,500.00	\$507,500.00
X1200018	DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	236	FOOT	\$330.00	\$77,880.00
X4230710	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	10	SQ YD	\$460.00	\$4,600.00
X4240440	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	60	SQ FT	\$53.50	\$3,210.00

X4400110	TEMPORARY PAVEMENT REMOVAL	100	SQ YD	\$25.00	\$2,500.00
X5510308	SANITARY SEWER REMOVAL 8"	18	FOOT	\$24.00	\$432.00
X5510312	SANITARY SEWER REMOVAL 12"	122	FOOT	\$25.00	\$3,050.00
X5510315	SANITARY SEWER REMOVAL 15"	94	FOOT	\$27.50	\$2,585.00
X5510318	SANITARY SEWER REMOVAL 18"	39	FOOT	\$30.00	\$1,170.00
X5610746	WATER MAIN LINE STOP 6"	1	EACH	\$7,000.00	\$7,000.00
X5610748	WATER MAIN LINE STOP 8"	1	EACH	\$7,500.00	\$7,500.00
X5630706	CONNECTION TO EXISTING WATER MAIN 6"	5	EACH	\$6,100.00	\$30,500.00
X5630708	CONNECTION TO EXISTING WATER MAIN 8"	6	EACH	\$6,300.00	\$37,800.00
X5640160	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	4	EACH	\$1,350.00	\$5,400.00
X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	3	EACH	\$4,000.00	\$12,000.00
X6060048	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	1709	FOOT	\$125.00	\$213,625.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$36,000.00	\$36,000.00
Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$40,000.00	\$40,000.00
Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	311	FOOT	\$220.00	\$68,420.00
Z0056668	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	102	FOOT	\$285.00	\$29,070.00
Z0056669	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	545	FOOT	\$280.00	\$152,600.00
Z0056670	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	225	FOOT	\$255.00	\$57,375.00
Z0056672	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	862	FOOT	\$350.00	\$301,700.00
Z0059600	SANITARY SEWER, TYPE 2 8"	28	FOOT	\$600.00	\$16,800.00
Z0059800	SANITARY SEWER, TYPE 2 12"	120	FOOT	\$310.00	\$37,200.00
Z0059900	SANITARY SEWER, TYPE 2 15"	100	FOOT	\$285.00	\$28,500.00
Z0060000	SANITARY SEWER, TYPE 2 18"	49	FOOT	\$725.00	\$35,525.00
Z0062456	TEMPORARY PAVEMENT	100	SQ YD	\$90.00	\$9,000.00
XX004360	SANITARY SEWER BYPASS PUMPING	1	L SUM	\$.01	\$.01
XX006077	GATE VALVE AND BOX 6"	2	EACH	\$3,000.00	\$6,000.00
XX006241	GATE VALVE AND BOX 8"	26	EACH	\$3,500.00	\$91,000.00
XX007245	CONCRETE SADDLE SUPPORT	6	EACH	\$3,200.00	\$19,200.00
XX008979	CONCRETE COLLAR	2	EACH	\$2,150.00	\$4,300.00
P0001	MULCH, SPECIAL	100	SQ YD	\$16.00	\$1,600.00
P0002	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 4½"	5015	SQ YD	\$60.00	\$300,900.00
P0003	SIDEWALK REINFORCEMENT	100	SQ FT	\$3.25	\$325.00

P0004	REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	45	SQ FT	\$95.00	\$4,275.00
S0001	CONFLICT MANHOLE, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$14,000.00	\$14,000.00
S0002	CONFLICT MANHOLE, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	\$17,500.00	\$52,500.00
S0003	STORM SEWERS, CLASS B, TYPE 1 2"	100	FOOT	\$102.00	\$10,200.00
S0004	STORM SEWERS, CLASS B, TYPE 1 6"	200	FOOT	\$98.00	\$19,600.00
S0005	CONNECTION TO EXISTING MANHOLE, SPECIAL	1	EACH	\$3,750.00	\$3,750.00
S0006	PIPE GROUTING	10	CU YD	\$925.00	\$9,250.00
S0007	SANITARY MANHOLE, 4' DIA., WITH SPECIAL FRAME AND CLOSED LID	2	EACH	\$11,000.00	\$22,000.00
S0008	SANITARY MANHOLE TO BE ADJUSTED	11	EACH	\$2,800.00	\$30,800.00
S0009	SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	2	EACH	\$3,200.00	\$6,400.00
S0010	SANITARY SEWER CONNECTION REMOVAL AND CAPPING	5	EACH	\$2,150.00	\$10,750.00
W0001	DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	2013	FOOT	\$215.00	\$432,795.00
W0002	ABANDON EXISTING WATER MAIN	1	L SUM	\$19,500.00	\$19,500.00
W0003	WATER SERVICE LINE 1" (SHORT)	27	EACH	\$4,000.00	\$108,000.00
W0004	WATER SERVICE LINE 1" (LONG)	6	EACH	\$4,500.00	\$27,000.00
W0005	CASED WATER SERVICE LINE 1" (SHORT)	5	EACH	\$4,250.00	\$21,250.00
W0006	CASED WATER SERVICE LINE 1" (LONG)	23	EACH	\$4,750.00	\$109,250.00
W0007	WATER SERVICE LINE REPLACEMENT (PRIVATE)	28	EACH	\$9,000.00	\$252,000.00
W0008	WATER SERVICE LINE AIR TESTING (PRIVATE)	28	EACH	\$2,400.00	\$67,200.00
P0005	CONTINGENCY [TEN PERCENT (10%) OF THE TOTAL COST OF ITEMS 1 THROUGH 117]	1	L SUM	\$790,131.60	\$790,131.60
	<b>Total</b>				<b>\$7,901,316.00</b>



## Consent Agenda Item No. 7.O.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 4  
Ward 7

**Subject:** Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 (Empire Street) Improvements, in an Estimated Amount of \$902,807; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) Improvements, in the Amount of \$1,128,509, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolutions 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

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

**Objective 2a.** Better quality roads and sidewalks

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** If approved, the City will enter into an intergovernmental agreement ("IGA") with the Illinois Department of Transportation ("IDOT") and submit a State Motor Fuel Tax ("MFT") Funding Resolution to pay for a portion of the Illinois Route 9 (Empire Street) Improvements project. The project, led by IDOT, is out for bid and has an estimated cost of \$22 million. This project includes:

- Pavement reconstruction of approximately 6,500 feet of Illinois Route 9 (Empire Street), from west of Towanda Avenue to North Main Street;
- Removing and reconstructing curb and gutter for the entire length of the project;
- Replacing all traffic signal equipment with equipment that meets current standards and installing new emergency vehicle preemption equipment at the intersection of Empire Street and Clinton Street;
- Striping bike lanes along portions of the project where pavement width allows;
- Reconstructing sidewalk ramps and replacing deteriorated sidewalks throughout the project limits to meet current accessibility requirements;
- Constructing a new sidewalk on the north side of Empire Street from Stortz Drive to Colton Avenue; and
- Adjusting/replacing various storm sewer structures as necessary.

Although this work is on a State route, the Illinois Administrative Code stipulates that the costs for traffic signal upgrades are shared between the State and the local agency within which the intersection is located. In addition, per IDOT policy, the municipality is responsible for funding

100% of the costs of emergency vehicle preemption, traffic signal equipment painting, and reconstructing parking lanes. IDOT estimated the City's share of the project cost to be \$785,050 for the construction portion, and \$117,757 for preliminary, design, and construction engineering, totaling \$902,807. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual final construction costs. The proposed MFT Resolution covers the City's maximum responsibility of 125% of the estimated costs or \$1,128,509, eliminating the possibility of needing a future supplemental resolution. IDOT estimates that this amount will be enough to cover bids that may be slightly above their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the work.

The IGA also grants IDOT a small Temporary Construction Easement on City property necessary to reconstruct a sidewalk ramp to current ADA requirements.

IDOT will open bids on April 24, 2026, with the contract expected to be awarded several months later. Once the contract is awarded, the City will pay 80% of the amount obligated under the proposed IGA to IDOT. The project is anticipated to take two full construction seasons, with construction starting in summer 2026 and being completed in late 2027 or summer 2028. Upon completion of the work, the City will pay IDOT the remaining balance based on the final actual cost of construction.

This construction contract is the fourth section of a larger project by IDOT to upgrade Illinois Route 9, from Dr. Martin Luther King Jr. Drive to Carnahan Drive. Construction on the first section from Dr. Martin Luther King Jr. Drive to Hinshaw Avenue, was completed in 2025. Construction has recently started on the second section, from Towanda Avenue to Carnahan Drive, and the third section, from Hinshaw Avenue to Center Street, with construction on both expected to take place throughout 2026 and 2027. The final section, Locust Street, from Main Street to Empire Street, will be bid in the near future. Additional information about this overall project is linked from the Engineering Department's Project Updates web page at: <https://www.bloomingtonil.gov/departments/engineering/project-updates>.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will enter into an IGA with IDOT and a State MFT Resolution, in the amount of \$1,128,509, for IL Route 9 (Empire Street) Improvements. This will be paid out of the State Motor Fuel Tax Fund-Street Construction & Improvement account (20300300-72530). A total of \$1,000,000 is included in the FY 2026 Budget for this project. Staff will monitor and adjust/request a budget amendment later in the fiscal year if needed, once more cost information for other State MFT-funded projects is known. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, and 240.

**Attachments:**

1. City Resolution
2. City Resolution - Exhibit A (Agreement) & MFT Resolution

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), FOR ILLINOIS ROUTE 9 (EMPIRE STREET) IMPROVEMENTS, IN AN ESTIMATED AMOUNT OF \$902,807**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (“IGA”) between the City of Bloomington and the Illinois Department of Transportation (“IDOT”) for the Illinois Route 9 (Empire Street) Road Project from Towanda Avenue to east of Main Street (“Exhibit A”), in an estimated amount of \$902,807 (“PROJECT”); and

**WHEREAS**, the PROJECT is being facilitated by IDOT to enhance the free flow of traffic and help ensure safety to the motoring public; and

**WHEREAS**, the PROJECT consists of work necessary for removing the existing pavement surface, constructing new concrete pavement and aggregate base, removing and replacing curb and gutter, replacing sidewalk curb ramps, constructing new sidewalk, and performing other necessary, associated work; and

**WHEREAS**, the PROJECT contributes to the City’s Strategic Plan objectives to have better quality roads and sidewalks and partner with others for the most cost-effective service; and

**WHEREAS**, per IDOT policy, the municipality is responsible for funding 100% of the costs of emergency vehicle preemption, traffic signal painting, and reconstruction of parking lanes, and a prorated share of traffic signal modernization improvements; and

**WHEREAS**, IDOT estimated the City's share of the project cost to be \$785,050 for the construction portion, and \$117,757 for preliminary, design, and construction engineering, totaling \$902,807. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs; and

**WHEREAS**, once IDOT awards the contract, the City will pay 80% of the amount obligated under the proposed IGA to IDOT, and upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction; and

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

**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 IGA, and any other documents necessary to complete this transaction.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

FAP 693 (ILL 9 / US 150 / Empire Street)  
Section 109 RS-4  
City of Bloomington  
McLean County  
Job No. A-95-001-25  
Agreement No. JN-52026504  
Contract No. 70F20

## AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

## WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 6,500 feet of ILL 9 / US 150 / Empire Street (FAP 693) from West of Towanda Avenue to North Main Street in Bloomington, State Section 109 RS-4 by pavement removal, PCC curb and gutter removal / replacement, installing aggregate subgrade improvement 12", installing jointed PCC Pavement 9", removing and reconstructing 8' wide parking lane and curb and gutter on Empire Street from Colton Avenue to East Street on the South side, striping of 6' to 8' wide bike lane on Empire Street from Colton Avenue to East Street on the North side, incidental sideroad reconstruction with jointed PCC Pavement 9", ADA curb ramp upgrades, constructing a new 5 foot wide PCC sidewalk along the north side of Empire from Stortz Drive to Colton Avenue, new retaining walls, adjusting / replacing various storm sewer structures as necessary, modernizing / replacing traffic signals at the intersection of FAP 693 (ILL 9 / US 150 / Empire Street) and FAU 6401 (US 150 / Clinton Street / Clinton Boulevard), and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	FEDERAL		ESTIMATED CITY COST		STATE MATCH		TOTAL COST
All Construction *	\$16,704,800	80%	\$0	0%	\$4,176,200	20%	\$20,881,000
Parking Lane Reconstruction and Curb & Gutter adjacent to Parking Lanes	\$0	0%	\$660,000	100%	\$0	0%	\$660,000
Clinton Street Signal Modernization	\$896,800	80%	\$56,050	5%	\$168,150	15%	\$1,121,000
Traffic Signal Equipment Painting and Emergency Vehicle Preemption Equipment	\$0	0%	\$69,000	100%	\$0	0%	\$69,000
Sub Total	\$17,601,600		\$785,050		\$4,344,350		\$22,731,000
Engineering Cost (15% of total participation items)	N/A		\$117,757		N/A		\$117,757
Total Estimated Cost	\$17,601,600		\$902,807		\$4,344,350		\$22,848,757

\*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. CITY participation toward the work shall not exceed \$1,128,509 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be parallel to the curbs on Empire Street from Colton Avenue to East Street on the South side; and requiring that parking be prohibited at all other locations within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such

locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit C".
8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached hereto as "Exhibit D".

9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 693 without the consent of the STATE.
10. The CITY agrees to grant the STATE permission to access CITY property to allow it, or its contractor, to construct sidewalks on FAP 693 (ILL 9 / US 150 / Empire Street) at no cost to the STATE. This permission is in lieu of acquiring Right-Of-Way and/or Temporary Easements. The CITY property affected is shown on the one proposed plat, a copy of which is attached hereto as "Exhibit E".
11. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
12. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
13. Upon final field inspection of the improvement and so long as FAP 693 (ILL 9 / US 150 / Empire Street) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes lying on either side of the Center Line and the left-turn and right-turn lanes, each being variable in length and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including: parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of

inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 693 (ILL 9 / US 150 / Empire Street). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY, unless there is an agreement specifying different responsibilities.

15. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19<sup>th</sup>, 2021.
16. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
17. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6001563 is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).
18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
19. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

FAP 693 (ILL 9 / US 150 / Empire Street)  
Section 109 RS-4  
City of Bloomington  
McLean County  
Job No. A-95-001-25  
Agreement No. JN-52026504  
Contract No. 70F20

CITY OF BLOOMINGTON

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Kensil A. Garnett, P.E.  
Region Three Engineer

Date: \_\_\_\_\_

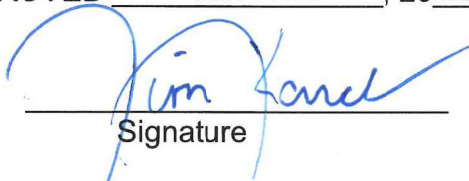
FAP 693 (US 150/ILL 9)  
Section 109 RS-4  
City of Bloomington  
McLean County  
Job No. A-95-001-25  
Agreement No. JN-52026504  
Contract No. 70F20

## PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 693 (US 150/ILL 9), State Section 109 RS-4, the City of Bloomington hereby approves the plans and specifications for the proposed construction.

APPROVED March 30, 2026

By:



Signature

Jim Karch, PE, MPA

Printed Name

Engineering Director/City Engineer

Title

For the City of Bloomington

FOR INDEX OF SHEETS, SEE SHEET NO. 2

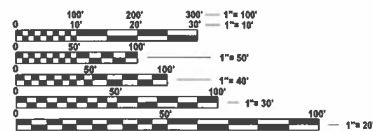
FOR SUMMARY OF QUANTITIES, SEE SHEET NO. 4-14

CURRENT TRAFFIC DATA FOR FAP 693 (IL 9)			
	LEG "A"	LEG "B"	
2024 ADT	7,300	6,300	
P.U.%	95.3	96.7	
S.U.%	2.7	2.8	
M.U.%	2.0	0.5	

LEG "A" is IL 9 WB (Empire St.) from Towanda Ave. to Linden St.  
 LEG "B" is IL 9 WB (Empire St.) from Linden St. to Main St.

DESIGN DESIGNATION - 695(25)  
 OTHER PRINCIPAL ARTERIAL 5.58 (PCC-20)

HUTCHISON ENGINEERING, INC.  
 ANTHONY W. MILLER, P.E.  
 #062-050804  
 EXPIRES: 11/30/2027  
 DATE: 12/5/2025



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.  
 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION  
 1-800-892-0123  
 OR 811  
 BLOOMINGTON TOWNSHIP

PROJECT ENGINEER: JASON W. STULTS  
 PROJECT MANAGER: BRIAN J. HOGAN  
 PHONE NUMBER (217) 465-4181  
 CONTRACT NO. 70F20

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

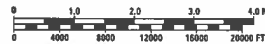
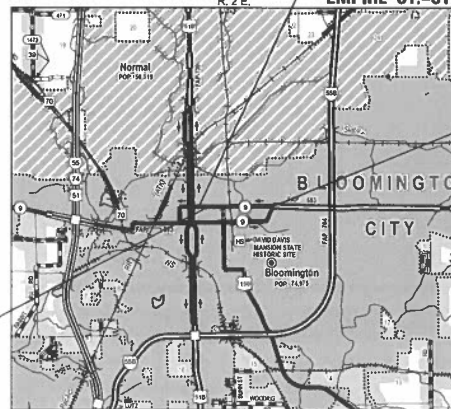
**PROPOSED  
 HIGHWAY PLANS**

FAP 693 (ILL 9, US 150)  
 SECTION 109 RS-4  
 PROJECT NHPP-20DB(729)  
 RECONSTRUCTION, ADA IMPROVEMENTS,  
 CURB AND GUTTER, & TRAFFIC SIGNAL REPLACEMENT  
 MCLEAN COUNTY

A-95-001-25  
 WEST OF TOWANDA AVENUE TO NORTH MAIN STREET  
 IN BLOOMINGTON

BEGINNING OF PROJECT:  
 EMPIRE ST.-STA. 24 + 94.00 R2

END OF PROJECT:  
 EMPIRE ST.-STA. 115 + 38.58 R3



**LOCATION MAP**  
 GROSS LENGTH = 6,497.79 FT. = 1.231 MILE  
 NET LENGTH = 6,497.79 FT. = 1.231 MILE

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
693	109 RS-4	MCLEAN	212	1
		LENGTH	CONTRACT NO. 70F20	



STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

SUBMITTED 1/26 20 26  
Kenneth A. Barnett, Jr.  
 REGIONAL ENGINEER

\_\_\_\_\_  
 20  
 ENGINEER OF DESIGN AND ENVIRONMENT

\_\_\_\_\_  
 20  
 DIRECTOR OF HIGHWAYS PROJECT IMPLEMENTATION

**PRINTED BY THE AUTHORITY  
 OF THE STATE OF ILLINOIS**



Exhibit A

Resolution Under the Illi

E-mail Reset Form

Is this project a bondable capital improvement?
[checked] Yes [ ] No

Resolution Type: Original, Resolution Number, Section Number: 26-00371-00-PV

BE IT RESOLVED, by the Council of the City of Bloomington, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: US 150 / IL 9 / Empire St., FAP 693, Towanda Ave., E. of Main St.

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Pavement removal, aggregate subgrade, PCC pavement, Curb & Gutter Removal & Replacement, ADA Improvements, traffic signal modernization, adjusting/replacing storm sewer structures as necessary, PCC sidewalks, and addition of bike lanes. Local Share of IDOT Contract 70F20; Section 109 RS-4; Project NHPP-20DB(729); Job No. A-95-001-25; Agreement No. JN-52026504

2. That there is hereby appropriated the sum of one million, one hundred and twenty eight thousand, five hundred and nine and 0/100 Dollars ( \$1,128,509.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Smith-Yocum, Clerk in and for said City of Bloomington.

of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Bloomington at a meeting held on April 24, 2026.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this April, 2026 day of April, 2026.

(SEAL, if required by the LPA)

Clerk Signature & Date box

Approved Regional Engineer Signature & Date Department of Transportation box

# EXHIBIT B

*City of Bloomington, IL  
Tuesday, September 30, 2025*

## Chapter 29. Motor Vehicles and Traffic

### ARTICLE XIII. Method of Parking

#### § 29-1301. [Ch. 29, Sec. 100] Standing or parking close to curb.

No person shall stop, stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand or left-hand wheels of the vehicle within 12 inches of the curb or edge of the roadway except as otherwise provided in this article.

#### § 29-1302. [Ch. 29, Sec. 101] Care in starting.

No person shall start a vehicle which is stopped, standing or parked unless and until such movement can be made with reasonable safety.

#### § 29-1303. [Ch. 29, Sec. 102] Angle parking prohibited.

[Ord. No. 1984-57]

Except for Main Street between Front and U.S. 51 northeast crossover, angle parking on City streets is prohibited.

#### § 29-1304. [Ch. 29, Sec. 103] Parking space boundaries.

[Ord. No. 1987-66]

No person shall directly or indirectly park or allow to be parked any vehicle owned by him in any parking space where any portion of said vehicle as parked extends beyond any marked boundaries of said space, except for commercial vehicles engaged in the act of loading or unloading and then for a time not to exceed 30 minutes.



# EXHIBIT C

*City of Bloomington, IL  
Saturday, January 6, 2024*

## Chapter 37. Sewers and Sewage Disposal

### Article I. Sewers

#### § 37-115. [Ch. 37, Sec. 21] Draining polluting substances into stormwater sewers.

It shall be unlawful for any person, firm, or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the City.

#### § 37-116. [Ch. 37, Sec. 22] Sanitary sewer not to be connected with stormwater sewers.

That it shall be unlawful for any person, firm, or corporation to connect or cause to be connected any sanitary sewer or other title or drain carrying water sewers constructed within the corporate limits of the City, and it shall be unlawful to make or cause to be made any sanitary sewer connection with lateral stormwater sewers which may be connected with said stormwater sewers.

# EXHIBIT D



City of Bloomington, IL  
Saturday, January 6, 2024

## Chapter 38. Streets, Sidewalks and Other Public Ways

### ARTICLE III. Obstruction and Encroachments

#### § 38-301. [Ch. 38, Sec. 76] Unauthorized obstruction or encumbrance on streets, etc. prohibited.

It shall be unlawful to place, throw, or leave or cause to be placed or left any encroachment, obstruction, or encumbrance in or upon any street, avenue, or alley except as authorized by this Code.

#### § 38-304. [Ch. 38, Sec. 79] Erecting or placing buildings in streets, etc. - penalty.

No person shall erect or place any building, in whole or in part, upon any street, avenue, alley, or other public ground of this City under a penalty of \$50.

#### § 38-305. [Ch. 38, Sec. 80] Removal of from streets, etc. - penalty.

The owner, occupant, or person in control of any building, fence, porch, steps, gallery, or other obstruction which is now or may hereafter be erected or placed upon any street, avenue, alley, or sidewalk or other public ground of the City shall remove the same upon written notice of the City Manager, and any person failing or refusing to comply with such notice within 10 days after being so notified shall be subject to a penalty of not less than \$5 nor more than \$50.

#### § 38-306. [Ch. 38, Sec. 81] Removal of obstruction.

The City Manager and all public officers of the City are hereby authorized to cause any obstruction, encroachment, article, or thing which may be in violation of the law or the provisions of this article to be removed within a reasonable time after a notice to the owner, agent, or person in possession of the premises where such violation occurs or after notice to the person causing any such obstruction. In case the owner, agent, or person in possession of any such premises or the persons causing such obstruction cannot be found, then the City Manager shall cause any such obstruction to be removed at once. In addition to the penalty in this article prescribed, the person or persons causing such obstruction shall pay all costs and expenses of such removal. In cases when notice has been given, the person or persons so notified, failing after a reasonable time to remove any such obstruction, shall be liable in a like manner as in cases where no notice is given. Every person who shall oppose or resist the execution of the orders of the City Manager in such regard shall be subject to a penalty of not less than \$10 nor more than \$50.

#### § 38-307. [Ch. 38, Sec. 82] Enclosure, etc., extending over streets, etc.

No person shall make, or cause to be made, any enclosure, fence, arched way or building of any kind extending over or across any street, avenue, alley, or sidewalk within said City, under a penalty of not less than \$10 nor more than \$100 for each offense, and a further penalty of \$5 for each day that he shall allow such enclosure, fence, bridge, or building to remain after being notified to remove the same by the City Manager or any Police Officer.





## Consent Agenda Item No. 7.P.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on an Ordinance Approving the First Amendment to the Fiscal Year 2025 General Resurfacing Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$532,182.42, 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 2a.** Better quality roads and sidewalks

**Goal 5.** Great Place - Livable, Sustainable City

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

**Objective 5b.** City decisions consistent with plans and policies

**Background:** If approved, the City will amend the Fiscal Year ("FY") 2025 General Resurfacing Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc. ("Rowe Construction"), to include an additional \$532,182.42 to pay for additional unforeseen work related to the program.

On July 22, 2024, Council approved Ordinance No. 2024-048, which approved an agreement with Rowe Construction for the FY 2025 General Resurfacing Program, in the amount of \$6,841,961.14, and included \$450,000 of contingency. Multiple field modifications and extra payment for work by the contractor were necessary as a result of unforeseen conditions that required using the contingency amount. Though staff expected to utilize the contingency amount during the project, the unforeseen conditions exceeded expectations, resulting in an exceedance of the contract amount by approximately \$532,182.42. Please find an outline below of the issues that contributed to this exceedance.

- Installation of temporary ramps at driveway approaches along Fort Jesse Road and General Electric Road.
- Additional tonnage of hot-mix asphalt binder course mainly on the streets of the Meadowbrook Subdivision but also on Ridgewood Terrace and Six Points Road.
- Aging utility structure frames and storm inlets, adjacent to the pavement, needed repairs due to structural deterioration. An additional 110 storm inlets were adjusted, and 47 frames were replaced.
- Poor pavement caused inconsistencies with the milled surfaces. An additional hot-mix asphalt surface course was required to address the inconsistencies. The surface asphalt overran planned quantities by 620 tons.
- The sections of Fort Jesse Road and General Electric Road that were resurfaced consisted mainly of concrete pavement. After milling, it was determined that the panel

joints needed to be cleaned and sealed with asphalt sand mix material prior to surface asphalt being placed.

- Additional curb and gutter removal and replacement along Fort Jesse Road and General Electric Road that were not included in the original plans. This work was performed at each inlet adjustment and replacement of inlet frames as well as other sections of curb and gutter that failed due to adjacent pavement construction.
- After milling the pavement in Meadowbrook Subdivision for the Meadowbrook Subdivision Water Main Replacement Project, the pavement was found to be in worse overall condition than was originally expected. Engineering adapted to reduce patching quantities and increased milling areas and the binder course to (1) improve pavement durability throughout the subdivision and (2) minimize cost increases. In addition, portions of the curb and gutter and patching areas installed as part of the water main replacement project required a change in approach. These items resulted in extra milling of the pavement and increased hot-mix asphalt binder course tonnage.
- Other changes in quantities and extents of work in comparison to the original contract documents

**Community Groups/Interested Persons Contacted: N/A**

**Financial Impact:** If approved, the First Amendment to the Fiscal Year 2025 General Resurfacing Project Agreement with Rowe Construction, in the amount of \$532,182.42, will be enacted. This will be paid from the Capital Improvement Asphalt & Concrete Fund-Street Construction and Improvement account (40120200-72530). If necessary, a budget amendment will be brought to the City Council at fiscal year-end for consideration. Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 89, 91, 228, 279, 280, and 281.

**Attachments:**

1. Ordinance
2. Ordinance - Exhibit A - First Amendment

**ORDINANCE NO. 2026 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR 2025 GENERAL RESURFACING PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$532,182.42**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending that an amendment to the agreement with Rowe Construction, A Division of United Contractors Midwest, Inc. ("Rowe Construction"), be approved for the Fiscal Year ("FY") 2025 General Resurfacing Project agreement ("Exhibit A"), in the amount of \$532,182.42; and

**WHEREAS**, on July 22, 2024, City Council approved Ordinance No. 2024-048, which authorized a contract with Rowe Construction for the FY 2025 General Resurfacing Project; and

**WHEREAS**, the City has encumbered \$6,841,961.14 of budgeted funds for the FY 2025 General Resurfacing Project; and

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

**WHEREAS**, it is desired to proceed with additional construction by amending the Rowe Construction agreement to increase the original total cost by \$532,182.42 from \$6,841,961.14 to \$7,374,143.56; and

**WHEREAS**, the amendment is germane to the original agreement; and

**WHEREAS**, the City Council finds it in the City's best interest to approve the Agreement Amendment.

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

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

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Agreement Amendment, and any other documents necessary to complete this transaction.

**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 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2025 GENERAL RESURFACING PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$532,182.42**

This First Amendment, made and entered into this 13th day of April 2026, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC. (hereinafter "ROWE"), WITNESSETH that:

**WHEREAS**, on July 24, 2024, an Agreement for the FY 2025 General Resurfacing Project ("Agreement") was made between the CITY and ROWE for resurfacing streets and related items in various Bloomington locations; and

**WHEREAS**, CITY and ROWE have determined there is a need for additional repairs not originally included in the Agreement that included: additional temporary ramps placed at driveway approaches, adjustments to planned improvements in the Meadowbrook subdivision required extensive changes in approach, aging utility frames that required replacement due to structural failures, milled roadway inconsistencies due to poor pavement required additional asphalt tonnage, joint repairs and crack sealing on concrete pavement, increased amounts of curb and gutter removal and replacement above planned quantities, and other changes in quantities and extents of work; and

**WHEREAS**, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional FIVE HUNDRED THIRTY TWO THOUSAND ONE-HUNDRED EIGHTY TWO DOLLARS AND 42 CENTS (\$532,182.42) to complete additional repairs;

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

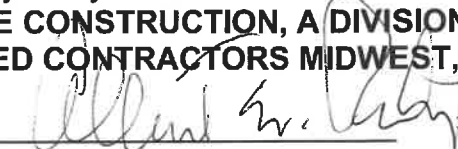
1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. Exhibit B Costs/Fees shall be modified as follows:  
  
Replace total of \$6,841,961.14 with \$7,374,143.56.
3. In all other respects the FY 2025 General Resurfacing Project Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the FY 2025 General Resurfacing Project Agreement in duplicate this day and year first above written.

**CITY OF BLOOMINGTON**

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

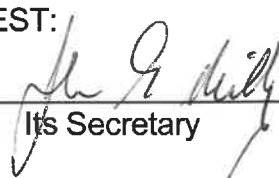
By: \_\_\_\_\_  
Its City Manager

By:   
Its Representative

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

By:   
Its Secretary



## Consent Agenda Item No. 7.Q.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 4

**Subject:** Consideration and Action on an Application from Revery Bloomington, LLC, located at 704 McGregor St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved with the following conditions: (1) without the sale of packaged liquor; and (2) that the establishment closes at 9:00 PM daily.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

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

**Background:** Revery Bloomington, LLC (Applicant), located at 704 McGregor St., is requesting approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. For many years, this location had been the site of the Ozark House Restaurant.

After a Public Hearing on March 10, 2026, the Liquor Commission positively recommended the application to Council with the following conditions: (1) package liquor is removed from the request; (2) pending favorable review by staff of financial and other necessary documents; and (3) that the establishment closes at 9:00 p.m. daily. Draft minutes of the hearing are attached.

In regard to condition #2 stated above, financials were provided to the City Clerk, reviewed by the Clerk and Legal, and determined to be sufficient to allow the Applicant to move forward for Council consideration.

All license approvals, amendments, or transfers are contingent upon compliance with building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on March 1, 2026, in *The Pantagraph*. 35 notices were mailed to properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. Application\_Revery Bloomington LLC
2. Draft Liquor Commission Minutes\_Revery Bloomington LLC

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 03/10/26

**City Council Date** 04/13/26

<b>Acct. #</b>	11031	<b>Billing Cycle</b>	Annual
<b>Legal Entity Name</b>	Revery Bloomington, LLC	<b>DBA/Assumed Name</b>	N/A
<b>Business Address</b>	704 McGregor St.	<b>Zip Code</b>	61701
<b>Ownership</b>	Whiskey River Collective, LLC, 100% ^ Brandon Casey, 50%; and ^ Creed Management Group, LLC, 50% ^ Rakeem Harris, 100%	<b>Agents/Managers</b>	Anna Tabb, General Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Financial Statements
- Computer Generated Site/Floor Plan
- Articles of Organization
- Lease Agreement
- Ownership and Agent/Manager Information
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Brandon Casey, 50% Owner; and Anna Tabb, General Manager – *No Concerns to Report*
  - Rakeem Harris, 50% Owner (through Creed Management Group, LLC) – *Flagged for Review, Report Included in Packet*
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance
- \$2,000 Bond

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	REVERY BLOOMINGTON LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	N/A
<b>Legal Entity Address (including City, State, and Zip)</b>	704 McGregor St., Bloomington, Illinois, 61701
<b>Legal Entity Phone Number</b>	[REDACTED]
<b>Legal Entity Email Address</b>	reverybloomington@gmail.com
<b>Establishment Address including Zip</b>	704 McGregor St., Bloomington, Illinois, 61701
<b>Establishment Phone Number</b>	704 McGregor St., Bloomington, Illinois, 61701
<b>Establishment Email Address</b>	reverybloomington@gmail.com
<b>*Email Address for ALL City Communications:</b>	<del>reverybloomington@gmail.com</del> 00 0

\*Note, that **all** City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Rakeem Harris	BLOOMINGTON	IL	61701
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	[REDACTED]		

**Contact Information for the Legal Entity's Agent: (If applicable)**

Name (First & Last)	City	State	Zip
Anna Tabb	BLOOMINGTON	IL	61701
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]			

**Contact Information for the Establishment's General Manager: (If different than above)**

Name (First & Last)	City	State	Zip
<b>Phone Number</b>	<b>Email Address</b>		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>PA</b>	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
<b>PB</b>	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
<b>S</b>	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

**Status of Business Information:**

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes  No  N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)**

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are 21 years of age or older.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are citizens of the United States.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No Is the premises for which the license is sought owned?  
 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist?  
*If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
It currently already has one.
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
It would continue an ongoing operation.
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* \_\_\_\_\_  
Food.
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?
 

Day	Time Open	Time Close
Monday:	11 am	11 pm
Tuesday:	11 am	11 pm
Wednesday:	11 am	11 pm
Thursday:	11 am	12 am
Friday:	11 am	2 am
Saturday:	11 am	2 am
Sunday:	11 am	10 pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) mixed
  - If there are office or commercial buildings nearby, approximately what are their hours of operation?  
9am- 8pm
  - Is the area predominately residential, are they single or multi-family homes?  
mixed residential and commercial
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)  
Two Way street. no parking on one side of the road on McGregor St. The Street has a width of about 20 ft.
- How much additional traffic is expected to be generated with a liquor license? \_\_\_\_\_  
Currently Established business that already has liquor license
- Describe any and all on- and off-street parking: \_\_\_\_\_  
Parking on one side of the street. Establishment has plenty of private parking on property
- How many establishments with liquor licenses are located within 500 ft. of the establishment? None



**Responsibility:**

- 1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
- 3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
- 4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: Yes, owner currently holds liquor license.
- 5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
- 6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
- 7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
- 8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

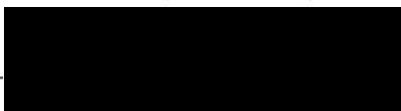
- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Rakeem Harris

authorized agent

Name (Please Print)

Title



12/01/2025

Date

# LETTER DETAILING CHANGE IN OWNERSHIP

Revery Bloomington LLC  
704 McGregor Street  
Bloomington, IL 61701

Date: 11/26/2025

Bloomington Liquor Commission  
City of Bloomington, Illinois  
115 E Washington St Suite 103  
Bloomington, IL 61701

**Re: Change in Ownership – Revery Bloomington LLC (Local Liquor License)**

To the Bloomington Liquor Commission:

This letter is submitted pursuant to **Chapter 6, Section 1** of the Bloomington City Code, which requires written notification and explanation of any changes in ownership of an existing liquor-licensed establishment.

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## 1. Current Ownership

The current ownership of **Revery Bloomington LLC** is as follows:

- **Mark Henrichs – 100% ownership**

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

- **Anna Tabb – 0% ownership**

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

---

## 2. Proposed Ownership

The proposed new owner is:

- **WHISKEY RIVER COLLECTIVE LLC – 100% ownership**

Whiskey River Collective LLC will assume full ownership of **Revery Bloomington LLC**, replacing the current individual owner.

---

## 3. Basis for Qualification Under Ch. 6, Section 1

The change qualifies under the “Change in Ownership” definition because:

- Ownership is transferring **from an individual person (Mark Henrichs) to a legal business entity (Whiskey River Collective LLC)**
- This constitutes a change in controlling interest under the Bloomington City Code.
- All required disclosures, tax accounts, licensing documents, and contact information will be updated accordingly.

## 4. Operational Changes

There will be **no operational changes** to the business other than updated **hours of operation** submitted on the local liquor license application.

The following elements **will NOT change**:

- Floor plan (already on file with the City)
- Layout and design of premises
- Nature of business (restaurant with bar service)
- Staffing and general management
- Services offered
- Food and Beverage operations
- Business name (Revery) unless a future change is filed and approved

All operations will continue as currently conducted.

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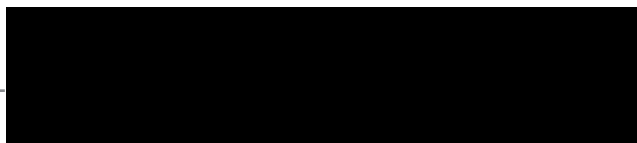
## 5. Acknowledgment

Both the current owner and the proposed new ownership entity affirm that the change in ownership is accurate and voluntary, and that all required information is true and complete.

---

## 6. Signatures

Current Owner:



Mark Henrichs

Date: 11/26/2025

**Proposed Ownership:**



---

**Representative of Whiskey River Collective LLC**

Name: Rakeem Harris

Title: Manager

Date: 11/26/2025



**Background Screening Report**

Scott Roberts and Associates  
1601 Forum Place  
Suite 203  
West Palm Beach, FL 33401  
Phone: 561-253-6380 / 888-605-4265  
Fax: 561-253-6381 / 888-605-4305

**WARNING: This is only a single section of the complete report.**

FILE NUMBER	782306	REPORT DATE	01-09-2026
REPORT TO	City of Bloomington IL - City Clerk (CL3409) 115 E Washington St Ste 103 Bloomington, IL 61701 Phone: (309) 434-2314 Fax: -	ORDER DATE	01-07-2026 Ashley Lara
		TYPE	City of Bloomington (Lic) - Licensing Package (25 Yr Lookback)

**Application Information**

APPLICANT	HARRIS, RAKEEM DE-VON	SSN	[REDACTED]	DOB	[REDACTED]
E-MAIL	[REDACTED]				
ADDRESS(ES)	CITY / STATE / ZIP BLOOMINGTON, IL 61701				

**County Criminal Records Search**

RESULTS	<b>Records Found</b>		
NAME SEARCHED	HARRIS, RAKEEM DE-VON	SEARCH DATE	01-09-2026 8:21 AM MST
DOB SEARCHED	[REDACTED]	SEARCH SCOPE	25 Years
JURISDICTION	IL-MCLEAN		

**\*\*\* Abstract \*\*\***

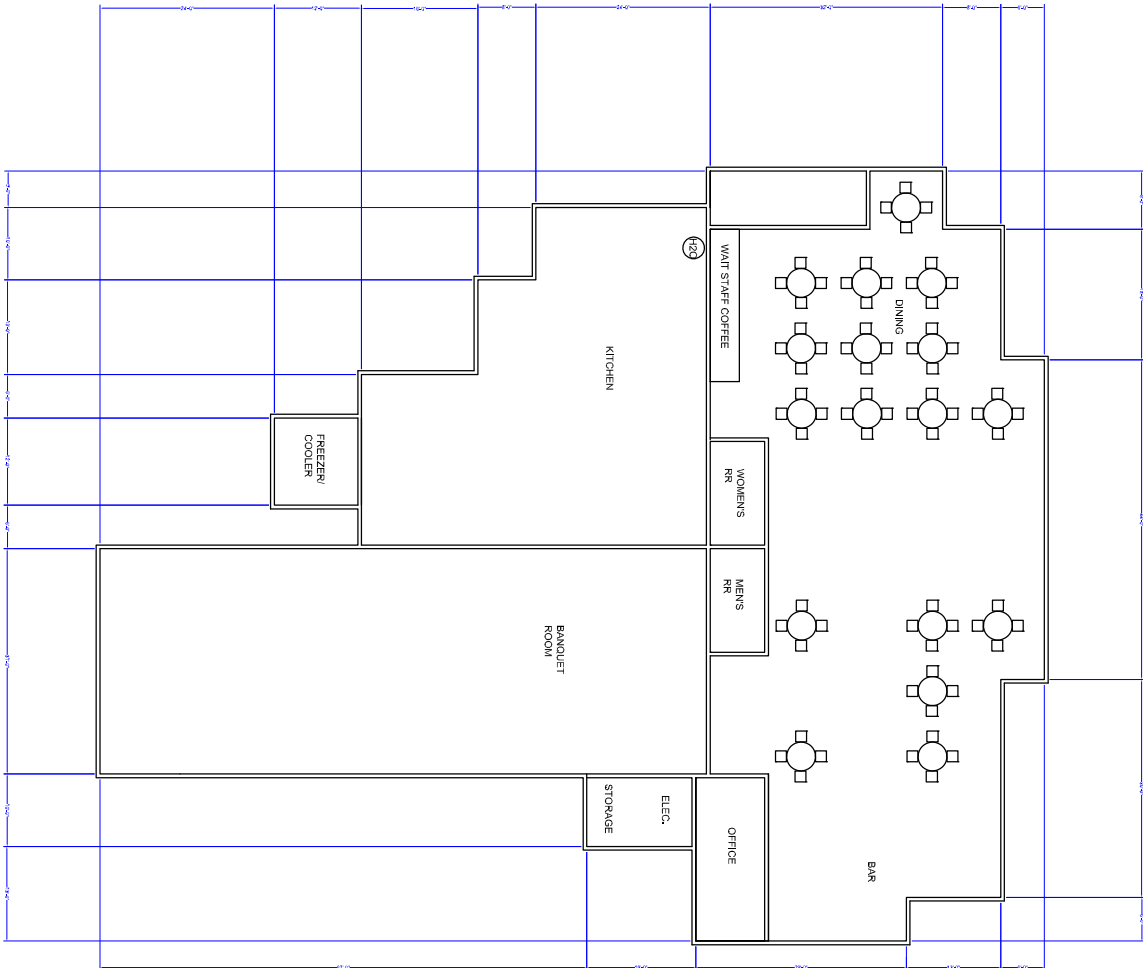
NAME ON RECORD	RAKEEM DE- VON HARRIS	CASE NUMBER	2022CM000113
DOB ON RECORD	[REDACTED]	COURT	IL; McLean Circuit Court
		FILE DATE	2022-02-23

**Count**

TYPE	Misdemeanor	OFFENSE	ATTEMPT RESISTING / OBSTRUCTING / PEACE OFFICER / CORRECTION EMPLOYEE
DISPOSITION	WITHHOLD JUDGEMENT/SUPERVISION		
DISPOSITION DATE	2023-05-11		
SENTENCE	FINES AND/OR COURT COSTS		

WARNING: Based on the information provided Scott Roberts and Associates searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found'

means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. Scott Roberts and Associates does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.



Overall Floor Plan Layout

Designed by Tyler Pollard

Client :  
Mark  
Henrichs

Revery -  
Bloomington,  
Illinois

10.06.2023

*The following Item was presented:*

Item 5.D. Public Hearing and Action on an Application from Revery Bloomington, LLC, located at 704 McGregor St., Requesting Approval of a Change in Ownership and an Increase in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) to a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 5:05 p.m.

Asst. Corporation Counsel George Boyle explained that the Item was a request to approve a change of ownership for the restaurant now operating as Revery Bloomington, LLC. He noted the site was formerly the Ozark House for many years, then changed hands completely (including the building) and had more recently been run under Revery Bloomington, LLC's liquor license. He noted that an application to change ownership was filed around December 1, but it was unclear to Legal whether that ownership change had already occurred or was still pending, which he asked Mr. Harris to clarify. He also pointed out that, as a rule, ownership changes should be requested in advance, and that currently the business is believed to be operating under Revery Bloomington, LLC's existing liquor license.

Rakeem Harris, Manager of Revery Bloomington, LLC (Applicant), after being sworn, addressed the Commission. Mr. Harris clarified that he misspoke when he said he was officially the Manager, and that legally, nothing had changed yet with Revery Bloomington LLC. He explained that instead, there was only a proposed ownership arrangement under which Whiskey River Collective LLC, would own Revery Bloomington LLC. He noted that under that structure, Revery Bloomington LLC would operate the business, while Whiskey River Collective LLC would manage it.

Commissioner Brady asked Mr. Harris to clarify who the owner of Revery Bloomington, LLC was. Mr. Harris stated that Mark Henrichs was the sole owner and Anna Tabb was listed on the LLC with 0%.

Mr. Boyle explained that the original application submitted in December appeared to assume Revery would be purchased, and a recent email from Mr. Harris described the purchase in the past tense, as if it had already occurred. He stated that because of those inconsistencies, he was unclear about who currently owned Revery and who was supposed to own it in the future and noted that if no ownership change had actually happened or was clearly planned, it was unclear why a change-of-ownership hearing was being held. Mr. Harris stated that Mark Heinrich was currently the 100% owner of Revery and the proposed change of ownership was for Whiskey River to become the new owner of Revery, while the entity itself would be the same, so it was strictly a change in ownership rather than creating a new entity.

Commissioner Brady asked if anyone else could clarify the future ownership structure under the requested license, specifically who was expected to be the owner responsible for operating under the new liquor license. Mr. Harris stated that Whiskey River Collective, LLC would own Revery Bloomington, LLC if the license were approved. Mr. Harris also noted that he and Brandon Casey owned Whiskey River Collective LLC.

Commissioner Brady explained that, as Liquor Commissioner, his goal was to clearly establish who would own Revery if the license was recommended to the City Council since the Council will ask detailed questions about ownership. He emphasized that this needed to be

clarified at the Commission level first and then invited Mr. Casey to further explain the planned ownership beyond what Mr. Harris had already stated.

Brandon Casey, Part-Owner of Whiskey River Collective, LLC (Applicant), after being sworn, addressed the Commission. Mr. Casey explained that he was a 50% owner aside Rakeem Harris.

Mr. Boyle asked when Whiskey River Collective, LLC was incorporated. Mr. Harris answered November. Mr. Boyle asked if Whiskey River owned or operated any other business. Mr. Harris answered no. Mr. Boyle asked what assets and liabilities the LLC holds. Mr. Harris explained that they owned all of the equipment inside the business, which represented a significant asset. He added that the business was currently operating and generating approximately \$50,000 to \$60,000 in revenue per month, and that they also had additional capital available to sustain ongoing operations. Mr. Boyle noted that, in change-of-ownership applications, the City typically looked for information about the purchasing company's assets to determine financial responsibility under Section 6-106 of the Ordinance. He said it is up to the Commission how much weight to give that factor, but pointed out that he still had not heard a clear answer about Whiskey River's own assets, only that the existing business was generating a certain level of sales. Mr. Harris explained that Whiskey River essentially held capital that could be used to support the business if needed, had no current liabilities, and basically just had a pool of funds sitting in the company. Mr. Casey noted that they had purchased all of the equipment as well.

Commissioner Bedeker clarified his understanding by confirming that the Applicants were Whiskey River, that they intended to buy Revery, but had not completed the purchase yet, and that the sale depended on them obtaining the liquor license. He summarized that, so far, they had purchased the equipment and were effectively running the business and receiving its proceeds, while likely paying rent or other expenses to Revery, even though the formal ownership transfer had not yet occurred. Mr. Harris confirmed.

Commissioner Bedeker followed up by asking whether the Applicants had submitted their assets and liabilities, noting that any cash they had on hand should be reflected there. He added that he was unsure of all the exact requirements, but mainly wanted to be clear on what the Applicants were trying to do and what information the Commission was being asked to evaluate.

Mr. Boyle pointed out that documents in the packet added to the confusion about the timing of the Revery sale, which included an email from Anna Tabb dated January 25 that stated the sale had occurred months ago, and a recent email, labeled the City's Exhibit A, from Mr. Harris also described the sale as already having been completed. He noted that while he was not treating those emails as definitive proof, he said they illustrate why staff was unclear about whether the sale had in fact taken place, especially since the Applicants were now saying it had not. He added that it was also unusual that, while Whiskey River's capital had been mentioned, there had been no clear disclosure of the specific amount or nature of Whiskey River Collective LLC's assets and liabilities.

Asst. Police Chief Paul Williams stated that his first concern was that the Applicants had not submitted the requested financial information, which the Police Department needed to evaluate whether the business had sufficient financial support, since a lack of resources often led to problems from their perspective. He then asked who was actually running the establishment, whether those managing it were BASSET certified, whether staff or hours would change, and whether they planned to use the large back party room. He concluded that, without

answers to these issues, he did not have enough information to recommend for or against the application.

Commissioner Brady noted that the Applicants were operating Revery using the current license, which was solely owned by Mark Henrichs.

Mr. Harris noted that he submitted financials to the City Clerk, but received an out-of-office message, so he submitted it through the portal.

Asst. Chief Williams asked whether there would be a change from the current restaurant model, specifically if the back party room would start being used for events. He noted that this restaurant had long operated in a residential neighborhood, and that any major change—such as staying open later and drawing more late-night patrons and traffic—could negatively affect nearby residents and increase calls to the Police. He therefore wanted to know if the business intended to remain primarily a restaurant or shift more toward a bar-like operation, and what their plans were moving forward. Mr. Harris responded that they were not looking to make major changes at this time, and that after meeting with the Fire Inspector, they learned the back party room was currently considered storage, so they had no plans to use that space right now. He explained that their goal was mainly to keep the restaurant operating as it is with the possible addition of gaming machines in the future.

Commissioner Brady asked if the establishment currently held a video gaming license. Mr. Harris answered no.

Commissioner Brady stated that it was unclear if the financials had been submitted, but they were not reviewed by staff at the time of the meeting. Ashley Lara, Records & Licensing Specialist, noted that the financials had been received.

Commissioner Brady stated that, given the unresolved questions, the only practical step was to treat the application as pending while staff reviewed the applicants' financial information and any other outstanding issues. He explained that if, after that review, the financials were found to be compliant, the Commission could then move the request forward to the full City Council. He then asked Mr. Boyle whether such a conditional, pending motion would be acceptable from a legal standpoint. Mr. Boyle replied that there were a couple of concerns with a conditional approval, specifically, he asked who would actually decide whether the financials were acceptable and by what process. He noted that if the review is negative, his suggestion would be that the application come back to the Commission for another hearing so Mr. Harris and Mr. Casey could respond to whatever issues were identified, rather than having a decision made without giving them a chance to address the problems.

Commissioner Brady stated that, since the City Clerk Department had requested additional information, the Clerk should review those documents to determine what was complete and how they related to the current and future operation of the business. He proposed making a motion to place the application in a pending status, contingent on that review and any further information needed by the Liquor Commission, and if, after review, staff or Legal determine the application should not move forward—for specific reasons—they would notify the Applicants, and the matter would return to the Liquor Commission in April so the Applicants could address those concerns before any license was sent to the City Council for final action.

Mr. Harris expressed frustration that they would be delayed further and noted that they met all requirements at least one month prior to the hearing and were only recently notified about submitting financials. Mrs. Lara confirmed that their documents were submitted, but explained

that the missing financials were found in a secondary review.

Commissioner Brady asked how long the Applicants could operate on the present license. Mr. Harris stated that the license was valid until the end of April.

Mr. Boyle noted there was a transition agreement running through March 31st between the Applicants and the current license holder and explained that as long as ownership had not formally changed and they were simply acting as managers under the existing owner, they could continue to operate on the current license for now. He then clarified that the newly submitted information would be reviewed, and if questions remained unresolved by the next Liquor Commission meeting, the case would return to the Commission in April. However, if the information was found satisfactory or supplemented to resolve concerns, the application could move forward to the City Council's April 13th meeting.

Commissioner Brady confirmed that, if the Commission adopted a pending motion with conditions—requiring review of the financials by the Clerk Department, Legal review, and his own review as Liquor Commissioner—then, assuming all those reviews were satisfactorily, the application could still be forwarded from the Commission to the full City Council for consideration.

Mr. Boyle asked what the hours of operation were. Mr. Harris answered that the hours would be 4:30 p.m. to 9:00 p.m. daily since they could not use the back room.

Asst. Chief Williams asked if the intention was to use the back room. Mr. Harris explained that they were waiting for further guidance from the Fire Inspector, who indicated another specialist would review the Sprinkler Code requirements. He stated that their hope was that only the back room will need a sprinkler system installed, rather than having to retrofit the entire restaurant.

Asst. Chief Williams asked what the back room would be used for, if it were operational. Mr. Harris explained that they wanted to use the back room as an extension of the main restaurant, serving additional food and drinks there in a more casual, "sporty" space with pool tables, dart boards, and TVs. He noted that customers had said the front dining area feels too formal and quiet, and some even asked if they needed to dress up, so this back area would give patrons a place to relax more. He added that they agreed to take over the location largely because they believed the back room could be used this way, and felt it was misrepresented to them.

Asst. Chief Williams responded that the proposed back room—serving alcohol and housing pool tables and gaming machines—sounded more like a bar operation and asked how late they planned to keep that space open at night, especially given that the restaurant was in a residential neighborhood. Mr. Harris explained that on weekdays they would likely keep the same hours they had now, but on weekends, if there was a crowd staying and actively buying food, drinks, and using gaming machines, they would want to remain open in the back room until 1:00 or 2:00 a.m.

Commissioner Brady noted there were still unknowns about future hours, but clarified that currently the restaurant was allowed to be open until 9:00 p.m. on both weekdays and weekends, and that this would remain the limit unless the owners returned to the Liquor Commission to formally request different hours.

Mr. Boyle clarified that the license being considered would limit operations to a 9:00 p.m. closing time and if the financials were approved, the Commission's positive recommendation to Council would include that 9:00 p.m. closing condition. Mr. Harris asked whether they could be

allowed later weekend hours as requested on their application and explained that with new ownership and a possible initial surge of customers, they might want extended weekend closing times when they first open under the new arrangement. Commissioner Brady noted that the only way to remove the condition would be to reappear at Commission to request removal.

Commissioner Brady reiterated that the Commission's next step was to place the application in a pending status, contingent on review of the financials and any other required documents by Legal and the Clerk Department. He then explained that if that review was unfavorable, the application would not move forward and the Applicants would have to return to the Liquor Commission; if it was favorable, the Commission would recommend the license to the City Council for the April 13th meeting. He stated that in either case, the closing time would remain 9:00 p.m. for now, and any request to extend hours would have to come back to the Liquor Commission after the license and financial issues were resolved.

Mr. Harris asked if there was a timeline for when the review of financials would be completed. Commissioner Brady explained that the reviews of the financials and related documents must be completed before the City Council's April 13th meeting and emphasized he did not want that review to happen at the last minute. He stated that Legal, the Clerk Department, and he as Liquor Commissioner would work quickly to complete the review and inform the Applicants whether the outcome was favorable. He explained that otherwise, if no action would be taken, the application would have to come back to the Liquor Commission in April.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the item.

Michael Garrison, after being sworn, address the Commission. Mr. Garrison confirmed with the Applicant that package sales was being requested. Mr. Harris answered yes and noted that customers had asked to take home wine, so he wanted to have that as an option.

Commissioner Brady asked if package sales were part of the existing license and clarified that his request was only for packaged wine and no other types of alcohol. Mr. Harris answered no and said his only intention was for packaged wine. Mrs. Lara clarified that the current license being requested would be RAPS, which would allow for the package sale of all types of alcohol, and if the applicant chose to only sell a certain type of alcohol, that would be their choice, but the license would allow for all types.

Mr. Boyle added that because the underlying license class was "restaurant – all types of alcohol," package sales would, by default, match that classification and allow all types of alcohol for carryout unless an additional condition was placed on the license to restrict it. He then explained that even though Mr. Harris had said he only intended to sell wine, the license type they were requesting could legally permit package sales of all alcoholic beverages unless specifically limited.

Mr. Garrison explained that nearby residents were worried that allowing package alcohol sales would draw more foot traffic into the area. He noted there was a park and a golf course across the street that hosted a large July 3rd fireworks event, where there had already been past problems with people consuming alcohol on the premises. He stated that because of these concerns, he did not support having package sales in that neighborhood.

Commissioner Brady asked again if package sales were part of the existing license. Mrs. Lara stated they were not.

Mr. Boyle suggested a possible compromise of limiting any package sales to beer and

wine only—consistent with what Mr. Harris said he intended to sell—though he acknowledged he did not know whether that would fully address the neighborhood’s concerns.

Mr. Harris restated that he did not intend to sell anything except wine by the package.

Commissioner Brady stated that, given the outstanding reviews needed from the Clerk Department and Legal, he was prepared to move forward with a motion—if seconded—to recommend the license without any package liquor sales for now. He noted the applicants could return later to request package sales but felt that initially demonstrating to the neighborhood that they will operate responsibly, without carryout alcohol, was more important than risking a likely denial at the City Council level at this time.

Mr. Garrison responded that he would definitely support that approach and said he would be willing to return and work with the future owners to discuss what longer-term plans for the business should look like.

Mr. Harris was agreeable to the condition.

Commissioner Brady closed the Public Hearing at 5:48 p.m.

Commissioner Brady made a motion, seconded by Commissioner Bedeker, to positively recommend the Item to Council with the following conditions: (1) package liquor is removed from the request; (2) pending favorable review by staff of financial and other necessary documents; and (3) that the establishment closes at 9:00 p.m. daily.

Commissioner Brady directed the Clerk to call roll:

**AYES: Brady; Bedeker**

**Motion carried.**

### **New Business**

No New Business to discuss.

### **Adjournment**

Commissioner Brady made a motion, seconded by Commissioner Bedeker, to adjourn the meeting.

**AYES: Brady; Bedeker**

**Motion carried (viva voce).**

**The meeting adjourned at 5:48 p.m.**

**CITY OF BLOOMINGTON**

**ATTEST**

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Dan Brady, Commissioner

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Ashley Lara, Records & Licensing Specialist



**FW: Revery Bloomington, LLC Liquor License Application - RESPONSE REQUIRED**

**From** George Boyle <gboyle@CityBlm.org>  
**Date** Tue 3/10/2026 3:05 PM  
**To** Ashley Lara <alara@CityBlm.org>; Paul Williams <pwilliams@CityBlm.org>

**From:** Leslie Yocum <lyocum@cityblm.org>  
**Sent:** Thursday, March 5, 2026 1:24 PM  
**To:** Whiskey River <whiskeyriverbar25@gmail.com>; bloomington@reveryrestaurantgroup.com; rakeem00@gmail.com; reverybloomington@gmail.com  
**Cc:** George Boyle <gboyle@CityBlm.org>; Ashley Lara <alara@CityBlm.org>; Amanda Stutsman <astutsman@cityblm.org>  
**Subject:** RE: Revery Bloomington, LLC Liquor License Application - RESPONSE REQUIRED

We need financials or other similar documentation including assets/liabilities for all the businesses proposed to be owners/applicants under the requested license application. The purpose of the review is so that the Liquor Commission (and later potentially Council) can assess the financial viability of the businesses/ownership.



**Leslie Yocum**  
**City Clerk**  
309-434-2509 Ext. 6  
[lyocum@cityblm.org](mailto:lyocum@cityblm.org)  
The Government Center  
City Clerk Department  
115 E. Washington St. Ste. 103  
Bloomington, IL 61701

[Book time to meet with me](#)

**From:** Whiskey River <[whiskeyriverbar25@gmail.com](mailto:whiskeyriverbar25@gmail.com)>  
**Sent:** Thursday, March 5, 2026 1:15 PM  
**To:** Leslie Yocum <[lyocum@cityblm.org](mailto:lyocum@cityblm.org)>  
**Subject:** Re: Revery Bloomington, LLC Liquor License Application - RESPONSE REQUIRED

So we are needing to submit all assets (owned equipment) and liabilities (expenses, vendors ect) for the business we purchased?

On Thu, Mar 5, 2026, 12:23 PM Leslie Yocum <[lyocum@cityblm.org](mailto:lyocum@cityblm.org)> wrote:

Good afternoon,

I'm reaching out in regard to your liquor license application going before the Liquor Commission on Tuesday, March 10, 2026. In reviewing items for the Commission meeting I

saw that we don't have adequate financials on file for the proposed businesses. The Code requires that "the financial responsibility of the applicant" be considered. All that we have on file currently is a POS (Point of Sale) Financial Report for Revery Bloomington, LLC from November of 2025. We kindly request that financials addressing both assets and liabilities of all applicant/businesses be provided as soon as possible.

Respectfully,  
Leslie



**Leslie Yocum**  
**City Clerk**  
309-434-2509 Ext. 6  
[lyocum@cityblm.org](mailto:lyocum@cityblm.org)  
The Government Center  
*City Clerk Department*  
115 E. Washington St. Ste. 103  
Bloomington, IL 61701

[Book time to meet with me](#)



## Consent Agenda Item No. 7.R.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on an Application from 505 Pub, LLC, d/b/a Pub I, located at 505 W. Market St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

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

**Background:** 505 Pub, LLC, d/b/a Pub I. (Applicant), located at 505 W. Market St., is requesting approval of a Class TAS (Tavern, All Types of Alcohol & Sunday Sales) Liquor License. The Applicant has purchased the previous Pub I location and intends to improve the existing property and add a new outdoor space.

After a Public Hearing on March 10, 2026, the Liquor Commission positively recommended the application to Council with the following conditions: (1) package liquor is removed from the request; and (2) outdoor music must end by 9 p.m. Sunday–Thursday and 10 p.m. on Friday and Saturday. Draft minutes of the hearings are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on March 1, 2026, in *The Pantagraph*. 198 notices were mailed to properties within 500 ft. of the applicant's property.

**Financial Impact:** The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. CLK B Application\_Pub I
2. CLK C Draft Liquor Commission Minutes\_Pub I

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 03/10/26

**City Council Date** 04/13/26

<b>Acct. #</b>	TBD	<b>Billing Cycle</b>	Semi-Annual
<b>Legal Entity Name</b>	505 Pub, LLC	<b>DBA/Assumed Name</b>	Pub I
<b>Business Address</b>	505 W. Market St.	<b>Zip Code</b>	61701
<b>Ownership</b>	James Sample, 51%; and Dan Tuggle, 49%	<b>Agents/Managers</b>	Dan Tuggle, General Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Financial Statements
- Computer Generated Site/Floor Plan
- Articles of Organization
- Lease Agreement
- Ownership and Agent/Manager Information
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - James Sample, 51% Owner; and Dan Tuggle, 49% Owner/Manager – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance
- \$2,000 Bond

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	505 Pub LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Pub I
<b>Legal Entity Address (including City, State, and Zip)</b>	505 W Market Street, Bloomington, IL, 61701
<b>Legal Entity Phone Number</b>	309-829-9924
<b>Legal Entity Email Address</b>	PubIBloomington@gmail.com
<b>Establishment Address including Zip</b>	505 W Market Street, Bloomington, IL, 61701
<b>Establishment Phone Number</b>	309-829-9924
<b>Establishment Email Address</b>	PubIBloomington@gmail.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	PubIBloomington@gmail.com

\*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
James Sample	Bloomington	IL	61704
Phone Number	Email Address		
██████████	██		

**Contact Information for the Legal Entity's Agent:** *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

**Contact Information for the Establishment's General Manager:** *(If different than above)*

Name (First & Last)	City	State	Zip
Dan Tuggle	Bloomington	IL	61704
Phone Number	Email Address		
██████████	██		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>PA</b>	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
<b>PB</b>	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
<b>S</b>	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

**Status of Business Information:**

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

**Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)**

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TAP, S
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: Purchasing and improving existing west side bar / business.
- If approved, how would the liquor license benefit the City and its residents? There will be a great improvement to the property and the investment should lead towards a better and safe area.
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* \_\_\_\_\_
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6am	1am
Tuesday:	6am	1am
Wednesday:	6am	1am
Thursday:	6am	1am
Friday:	6am	2am
Saturday:	6am	2am
Sunday:	6am	2am

**City Code permit sales until 1 am on Sundays**

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Residential and Commercial
  - If there are office or commercial buildings nearby, approximately what are their hours of operation? I believe there is a commercial building functioning as a barbershop diagonal from the location.
  - Is the area predominately residential, are they single or multi-family homes? There is a mix of both.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Pub I is on the corner of Market and Oak. Market is high traffic and two-way, Oak which is the entrance to the parking lot is lower traffic and two-way.
- How much additional traffic is expected to be generated with a liquor license? I assume that most of our customers are already traveling in this area.
- Describe any and all on- and off-street parking: All parking will be off-street in the existing establishment parking lot.
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1 possibly



**Responsibility:**

- 1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
- 3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
- 4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: Reality Bites Location 1 & 2, Elroys, Daddios
- 5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
- 6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
- 7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
- 8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

James Sample \_\_\_\_\_

Owner \_\_\_\_\_

Name (Please Print)

Title



12-27-2025

Date

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**Re: Liquor License Application Update, Documents/Corrections Needed - PUB I**

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**From** Pub I <pubibloomington@gmail.com>

**Date** Tue 2/10/2026 3:23 PM

**To** City Clerk Inquiries <cityclerk@cityblm.org>

[REDACTED]

Hey Ashley,

Thanks for meeting with us yesterday. Sorry that these things are just getting to you at this time of day but unfortunately it took a little time to get some answers back to some of the questions. We submitted all the requested documentation and have responded to all the needed questions from your email below.

Nature of License (Question 5)

-We submitted the corrected site and floor plans

Impact of Establishment (Question 1)

-We made a mistake and we understand that Sunday through Thursday times are 6am to 1am.

Impact of Establishment (Question 2a)

-The barbershop is named "Hair Care Shop", their phone number is [REDACTED] We attempted to make contact but had no luck. It appears that they may not even be open any longer.

Computer Generated Site Floor Plan

-We submitted the corrected site and floor plans that includes inside and outside.

Financial Statement

-Both James Sample and Daniel Tuggle attached a personal assets and liability statement.

Applicable Tax Forms

-We went to the link and submitted the Food and Beverage Tax form and the Package Tax form.

Premises Verification (Lease)

-We submitted the updated lease with our signatures on it through the online portal.

Responsibility (Question 1)

-We misunderstood the question, we are eligible for a liquor license.

If there is anything else that is needed, please feel free to reach out to Derek or I and we'd be happy to discuss. It was great meeting you, thanks again!

Dan Tuggle  
309-531-0888

On Mon, Feb 9, 2026 at 10:38 AM City Clerk Inquiries <[cityclerk@cityblm.org](mailto:cityclerk@cityblm.org)> wrote:

Good Morning,

Thank you for submitting a Primary Liquor License Application to the City of Bloomington. After reviewing your submission, we noticed that some corrections are needed.

**Note** that a response with the below updates and/or submission of the required documents must be completed no later than Tuesday, February 10, 2026, in order to remain in consideration for the March 2026 Liquor Commission Meeting.

Please take a moment to review the information below to see what may be missing or needs to be updated. To help us process your information efficiently, please do not mail physical copies of any forms. All documents should be uploaded online using the [Document Update Submission Form](#).

### **Licensee and/or Application**

#### **Doing Business As (DBA)/Assumed Name**

The Doing Business As (DBA)/Assumed Name listed on your application does not appear to be registered with the State of Illinois or McLean County. If you plan to use a business name that is different from your legal entity name, you must register that name (DBA/Assumed Name) with either the State of Illinois or McLean County. *(Example: If your legal entity name is ABC LLC, but the name displayed on your truck or advertised to the public is ABC Tacos, you must register ABC Tacos as your DBA/Assumed Name.)*

To continue the application review process, please register your DBA/Assumed Name. You can find registration information at:

- [State of Illinois – Assumed Name Registration \(Corporations and LLCs\); or](#)
- [McLean County – Doing Business As \(DBA\)/Assumed Name Registration](#)

#### **Important Notes:**

1. Registration is required with either the State of Illinois **or** McLean County, **not both**.
2. **Once you submit your registration application**, attach the confirmation you receive from the State or County to your Food Truck License Application.
3. **Expedited processing is not necessary**; confirmation of submission is sufficient for initial review.

**Application Responses/Information** - Note that if any of the below responses were provided in error, the applicant should respond to this email with corrections and the application will be updated internally.

- In the application section *Nature of License*
  - Question **#5** asks if the establishment will have an outdoor dining area. The applicant answered yes, but the provided site plan does not show an outdoor area.

*Please provide an updated floor/site plan which meets all of the requirements listed below under "Computer-Generated Site/Floor Plan".*

- In the section *Impact of Establishment*
  - Question #1 asks what the proposed hours of operation would be, if approved. The applicant answered that they would close at 2 am on Sundays. Under [Bloomington City Code Chapter 6, Section 21\(A\)\(1\)](#), there are specific restrictions on when alcohol may be sold. Generally, alcohol sales are permitted Sunday through Thursday, 6 AM to 1 AM, and on Friday and Saturday, 6 AM to 2 AM. *Please review the code section to ensure the applicant has an understanding of the permitted hours and provide an updated closing time for Sundays. Once provided, I will update your application internally.*
  - Question #2A asks what the approximate hours of operation are for any office or commercial buildings nearby. The applicant answered "I believe there is a commercial building functioning as a barbershop diagonal from the location". *Please provide an appropriate answer regarding the approximate hours of operation.*
- In the application section *Responsibility*
  - Question #1 asks if the applicant is eligible for a State of Illinois Retail Liquor Dealer's License. *Please provide reasoning why the establishment does not meet the requirements for a State of IL Liquor License.*

## **Required Documents**

### **Computer-Generated Site/Floor Plan**

The provided plan does not indicate an outdoor area and does not show where alcohol will be stored on the premises. *Please provide an updated site/floor plan which meets the requirements below.*

To be accepted, the floor/site plan must:

1. Show the entire parcel and be labeled or outlined to indicate which areas the licensed premises would apply to, including any outdoor areas;
2. Be labeled to show exits, entrances, restrooms, and any other identifying features of the premises; **and**
3. Be labeled to indicate where alcohol will be sold, stored, and permitted within the licensed premises.

*Note that any area where alcohol would be sold, served, consumed or stored must be clearly shown on the provided document.*

### **Financial Statement**

- For New Businesses, the Owner's Personal Assets & Liabilities; or
- For Current Businesses, the Business's Assets & Liabilities

### **Applicable Tax Forms must be Submitted Online**

[Local Tax Information can be found by clicking this link.](#) The following tax forms are required to be submitted based on your application:

- *Food/Beverage Tax* -- Registration is required for all liquor licensees
- *Package Tax* -- Registration is required for all liquor licensees who select to have Package Sales in their classification

--

**NOTE** that the below items were submitted with your application and need corrections but are not required to be provided to move forward with review. *The below documents can be submitted using the Document Update Submission Format any time before a license can be issued.*

### **Premises Verification (Lease)**

To be accepted, your Lease Agreement must include all of the following (*items in need of correction are in red text*):

- Name of Entity or Person(s) under Ownership;
- Full Establishment Address (including applicable suite or unit #s);
- Term Dates; and
- *Signature of Both Parties*

*Please provide a fully executed Lease Agreement.*

--

### **NEXT STEPS**

As a reminder, to help us process your information efficiently, please do not mail physical copies of any forms/documents.

For the Section *Licensee and/or Application*, explanations or additional information can be provided in response to this email.

For the Section *Required Documents*, all documents can be uploaded online using the Document Update Submission Form, aside from the *Applicable Tax Registration Forms*, which can be submitted online [by clicking here](#). We do not required copies of the submitted tax forms as we can view them internally once submitted online.

Once all missing information/documents are received, your application will continue with the review process, and you will be contacted if anything additional is needed from you.

Feel free to reach out if you have any questions.

Thank you,

**Ashley Lara**

*Records & Licensing Specialist*

City Clerk Department

**City of Bloomington, IL**

**P:** (309) 434-2312 | **E:** [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org)

115 E. Washington St., Suite 103

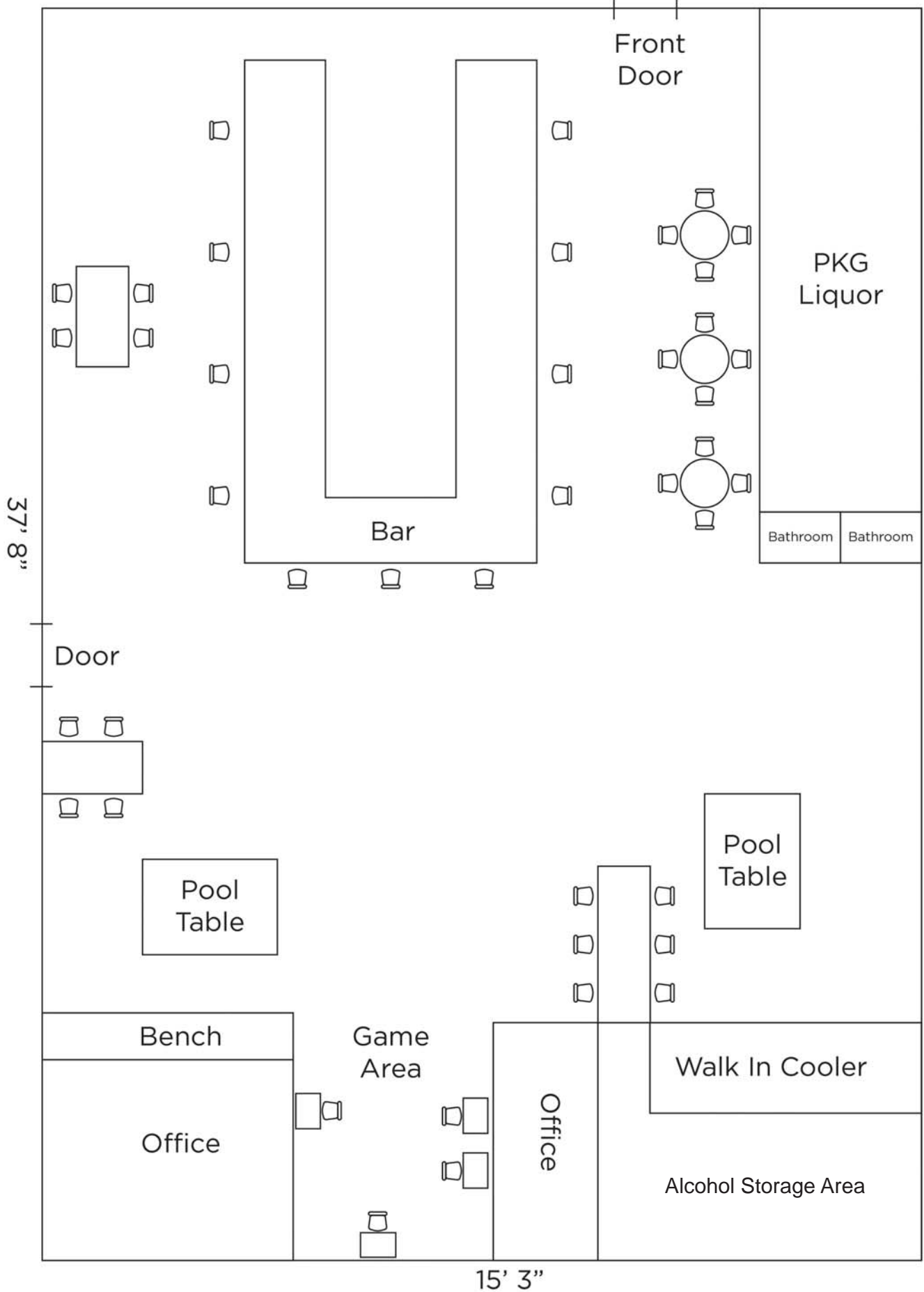
Bloomington, IL 61701

**Licensing Inquiries:**

For the quickest and most accurate response, please email [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org).  
To avoid delays, we kindly ask that you do not send licensing information to individual City staff members.

Name	Date of Birth	Personal Address	Percentage Owned
James Sample			51%
Dan Tuggle			49%

505 Pub LLC d/b/a Pub I Ownership List (01/02/26)

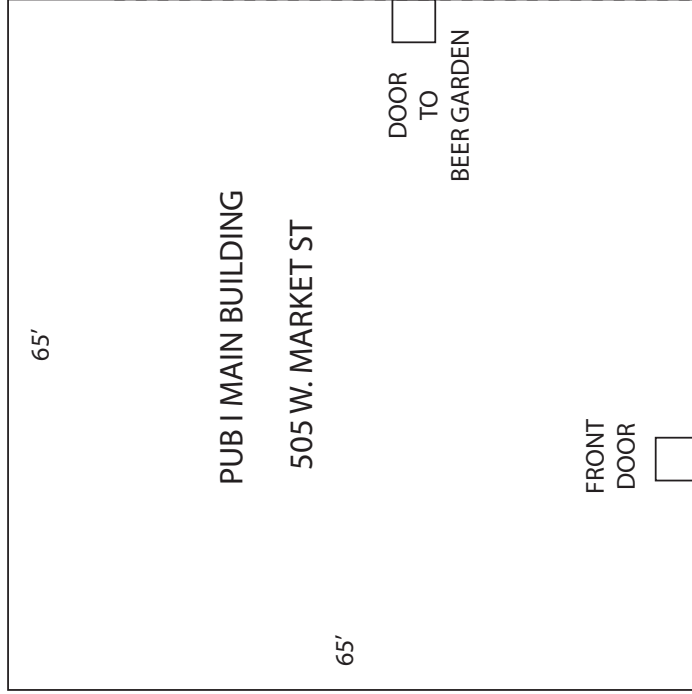


Pub I  
 505 W Market | 03/12/21



28'

60'



65'

PUB I MAIN BUILDING

505 W. MARKET ST

65'

DOOR TO  
BEER GARDEN

FRONT  
DOOR

FENCE

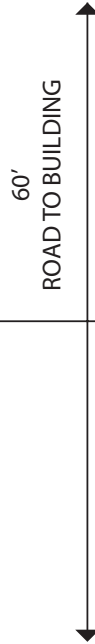
38'

OUTDOOR  
BEER  
GARDEN  
AREA

55'



ROAD TO BACK  
112'



ROAD TO BUILDING  
60'

OAK ST



169'  
MARKET ST

*The following Item was presented:*

Item 5.C. Public Hearing and Action on an Application from 505 Pub, LLC d/b/a Pub I, located at 505 W. Market St., Requesting Approval of a Class TAPS (Tavern, All Types of Alcohol, Package & Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:20 p.m.

Asst. Corporation Counsel George Boyle explained that the Item was a new liquor license application for 505 W. Market St., a location that previously housed another establishment. He noted that the Applicant was seeking a new tavern-class license, similar to what was in place before, and was expected to outline specific plans for how they intended to use and improve the premises.

Derek Sample, Owner of 505 Pub, LLC (Applicant), after being sworn, addressed the Commission. Mr. Sample stated that they planned to reopen and improve the 505 W. Market site. He outlined modest, but thorough renovations, which included refacing and refinishing the interior, cleaning and lighting the parking lot, and installing a comprehensive camera system like those at their other venues (Daddios, Elroy's, Reality Bites, and Sport & Bait) to aid safety and any police interactions. He noted that they also planned to add a small kitchen behind the bar and convert the existing kitchen space into ADA-compliant restrooms. He acknowledged there was substantial cleanup and work ahead, but reported they had already walked the site with Gayle, the Fire Inspector, who identified what must be addressed before the liquor license could be completed.

Commissioner Bedeker asked if outdoor dining would be offered. Mr. Sample described an existing gated lawn area on the East side of the building, enclosed by a wooden fence and currently unused except for occasional picnic tables. He stated that for now, they envisioned it simply as a fenced outdoor space accessed by a side door from the main bar, mainly for patrons to step outside—such as to smoke—while still complying with distance requirements from the doors under applicable laws. Commissioner Bedeker asked if they would have outdoor music and expressed concerns regarding the residential area. Mr. Sample agreed and noted he worked with the City closely on other matters so we would be able to reach out if needed. He shared that they would like to leave the option open for music, but that it would depend on how the layout of the space was used.

Mr. Boyle asked whether the Applicant was requesting that the liquor license cover the outdoor area as well, or only the interior of the premises. Mr. Sample explained that they were seeking an overall license to reopen and operate the business and had also included the fenced grassy area on the application. He noted that if the Commission approved alcohol service for that enclosed outdoor space, they would allow patrons to step outside and use it as part of the licensed premises.

Mr. Boyle asked if, given the nearby residential area, the Applicant would agree to have outdoor activities end by 10:00 or 11:00 p.m., at least initially. Mr. Sample responded that they would absolutely be open to that limitation.

Commissioner Brady confirmed that, under the proposed request, patrons would be allowed to take alcoholic drinks into the fenced lawn area on the East side of the building, which would be treated as a patio. Mr. Sample confirmed.

Asst. Police Chief Paul Williams asked whether staff from Mr. Sample's other businesses

would be used interchangeably at the new pub—for example, filling in if someone calls in sick—or whether this location would operate as its own stand-alone business with a dedicated manager and its own regular employees. Mr. Sample explained that, like his Sport & Bait location, the new pub would have its own primary staff and core team to build a loyal following, while employees from other bars might occasionally fill in if someone called off and they were short-handed. He stated that the intent was for the establishment to function with its own dedicated staff who are invested in that specific bar.

Asst. Chief Williams asked what the target audience would be. Mr. Sample described the business as a local pub and explained that the concept for the location would be to serve as a local neighborhood spot that capitalized on the heavy traffic along Market Street. He noted that in particular, they hoped to attract construction workers, truck drivers, and others regularly traveling in and out of the West side of town. Asst. Chief Williams asked if they planned to have live music on the patio. Mr. Sample explained that they would be open to it, and if they decided to, they would work within the directions of the City and Police. He further emphasized that any outdoor events or music would not be constant or heavily promoted as a regular feature. He added that he was always willing to listen to concerns or complaints from the neighbors or the City and would be responsive to any issues. Asst. Chief Williams asked for clarification from Mr. Boyle about the proposed condition on outdoor music and asked whether the intent was to limit outdoor music specifically—rather than all outdoor activity—so that any music outside must stop by 10:00 p.m. and confirmed that this was what Mr. Boyle had been suggesting. Mr. Boyle responded that his recommendation was to limit outdoor music—and possibly outdoor service or patron presence—to around 10:00 p.m. or 11:00 p.m. He noted that it was common practice, when a bar opened or reopened in a residential area, to impose such initial conditions, because it was generally easier to relax restrictions later than to add stricter ones after problems arose.

Asst. Chief Paul Williams asked if the plan would be to have a lunch crowd with food options. Mr. Sample confirmed and noted their goal was not to create a late-night bar like Elroy's, Daddios, or Reality Bites, and that they were not focused on the 11:00 p.m. to 2:00 a.m. crowd. He stated that instead, they wanted to emphasize day-to-day, earlier business, and had even planned to open earlier in the day so third-shift workers would have a place to stop in for something like a breakfast sandwich and a drink.

Asst. Chief Williams asked about occupancy. Gayle Price, Fire Inspector, explained that they had not yet calculated the new occupancy load for the building because the project was still in early stages. She noted that the previous establishment, Pub I, was approved for an indoor occupancy of 60 people, and that no official occupancy limit had ever been set for the exterior area. Mr. Sample noted that he would not intend to have more than 60 people in the bar.

Commissioner Brady asked if the inspectors had any other concerns. Ms. Price answered no and reminded Mr. Sample that all renovation work required permits.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the item.

Edwina (Marty) Lane, after being sworn, addressed the Commission. Ms. Lane noted that she was speaking on behalf of several churches and neighborhood groups. She shared that they strongly opposed expanding or intensifying the pub's use on Market Street. She described living in a long-established, owner-occupied residential area and says the pub had never been a positive presence in her 30 years there, functioning more like a liquor store with heavy packaged-liquor foot traffic than a tavern. She detailed frequent problems tied to alcohol sales—including

loitering, drunkenness, fights, overdoses, ambulance and police calls, and people drinking and littering in nearby church lots and yards—and noted that the Fire and Police Departments had already raised concerns. She also explained that sidewalk and access changes, as well as costly retaining walls around homes, were added due to persistent disorderly behavior from pub patrons. She described how the nearby Salvation Army facility released people each morning who then walked to the pub to buy alcohol and argued that expanding or replicating a “Daddios or Elroy’s” type operation, especially with continued packaged liquor sales, would worsen an already serious situation in the neighborhood.

Mr. Boyle asked Ms. Lane for the name of the liquor store they were referring to. Ms. Lane answered Market Street Groceries (*actual name is West Market Groceries*).

Mr. Boyle and Commissioner Brady asked Asst. Police Chief Paul Williams if he had any data on the area. Asst. Chief Williams explained that when a change to the Market Street Grocery liquor license was previously considered (about a year ago), they analyzed Police call data and found it to be a very “Police-active” location, with more calls for service than most places in town. He confirmed the corridor had high activity, agreed that many unhoused people leave nearby shelters in the morning and tend to move toward the area, and although he didn’t have exact figures on hand, he emphasized that call volumes there were notably higher than in most other parts of the City.

Ms. Lane explained that the City of Bloomington, its Police, and the Center for Human Services had established a behavioral health crisis center just off of Market Street because the area was effectively an “alcohol swamp” with many people experiencing mental health issues. She argued that granting an open liquor license with outdoor bands would worsen neighborhood problems, describing how residents already struggled with public drinking, especially by people leaving Safe Harbor who then bought hard liquor at the Pub, since Market Street Grocery only sold beer. She noted that the individuals often sat on neighbors’ retaining walls to drink, which contributed to public drunkenness, frequent Police calls, and safety concerns that deterred new businesses from locating on the West side. She stated that there was a history of liquor-related issues in the area including a past murder near another liquor-licensed site, and said the Pub had long been a major factor in these problems, even when business appeared slow from the street.

Commissioner Brady asked if there was anyone else in the audience present to speak for or against the item. No one else came forward.

Commissioner Bedeker thanked the resident for her comments and acknowledged her passion, clarifying that his questions were meant to understand the situation, not to take sides. He confirmed his understanding that Mr. Sample did not want the establishment to become like other larger bars (such as Daddios or Elroy’s) and noted that she raised many important points.

Mr. Sample expressed that he was glad the concerns were being discussed in the hearing rather than erupting later at the business. He stressed that he did not want to turn the location into another high-intensity bar like Daddios and noted that he already operated one and had no desire to run a second of that type. He acknowledged that, under the prior owner, packaged liquor was a major focus and a problem and explained that he personally disliked package sales because they shifted responsibility outside the bar—people can buy alcohol, leave, drink elsewhere, and then drive or return intoxicated. He described removing packaged sales at another bar he owns (Sport & Bait) for that reason, even though it might have made good business sense, and said he didn’t want this new establishment to function like a liquor store.

He emphasized that packaged liquor was not meant to be the emphasis of the business going forward and that he wanted better control over patrons' drinking and behavior.

Mr. Boyle expressed his understanding that Mr. Sample's comments meant that packaged liquor sales would be only a small part of the business. He suggested this might even be something to consider adding later, if that would help address neighborhood concerns, rather than approving it immediately as requested. He noted that many of the issues raised by residents related more to how late activities might run—especially outdoors—than to anything else specific in the application.

Commissioner Bedeker asked for clarification on the role of the outdoor area in the application. He noted that based on what he's read and heard, he believed the outdoor space was more of a "nice to have" feature rather than essential to the business.

Mr. Sample stated that he would like to use the outdoor area, but viewed it as an added amenity, not something he intended to operate as late as the full liquor-license hours, which would cease at 1:00 a.m. on weeknights and 2:00 a.m. on weekends. He explained that his goal was more modest—such as allowing patrons late in the evening to step outside to a well-lit, controlled space rather than into the parking lot—and emphasized that he was willing to operate within agreed-upon limits so everyone was comfortable with how the space was used.

Ms. Lane objected strongly to the idea of the Pub opening early in the morning to serve third-shift workers and stated that the neighborhood did not need people drinking outside at 7:00 a.m., especially with multiple school buses picking up children nearby. She recalled past problems when the Pub quietly opened early including construction workers, prostitution, and inappropriate activity in parked cars while kids were trying to get to the bus, which the community had to organize to stop. She emphasized that the real issue was not the music, but the behavior of certain patrons, many who would not live in the neighborhood and came from places like Safe Harbor or Downtown to buy packaged liquor, and then caused fights, public disturbances, and safety concerns. She noted that the previous owners relied heavily on packaged liquor sales rather than food and argued that the same problematic clientele would return regardless of cosmetic changes to the bar, which created ongoing problems for long-time residents.

Commissioner Brady explained that, based on the testimony, the application could not be resolved that day. He stated that key issues—such as operating hours, the package liquor component, and outdoor activities—likely needed to be modified and suggested carrying the application over to the next Liquor Commission meeting so a revised request could be worked out. He emphasized that the goal was a neighborhood-friendly bar/restaurant that could be an asset, not a problem, and noted the Applicant appeared willing to invest and was not seeking a "Downtown, late-night" crowd. He encouraged the parties to talk and try to find a compromise that addresses residents' concerns while still leaving the Applicant with a viable business and stated he would not move to approve the license in its current form.

Ms. Lane stated that the neighborhood did want a functioning business at the Pub site and would welcome it if it becomes a positive asset. She described how neighbors already worked hard to keep the area clean and host community events, and noted it being a "breath of fresh air" while the Pub had been closed and the street had been quieter. She emphasized that if the Pub reopened, people would inevitably use it, so the goal is for it to be "bigger and better," not bigger and more of a problem or "thorn" for the neighborhood.

Mr. Sample explained that he took over a failing business that had a problematic crowd, was losing money, and was viewed as a "thorn" in its neighborhood and noted that conditions

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, MARCH 10, 2026, 4:00 PM

Page 8 of 16

had improved under his management. He noted that they regularly refused service to people they believed would cause trouble and that they do this successfully at multiple locations. He stated that he would prefer not to delay another month.

Commissioner Brady noted that continuing the application to the next meeting could have pros and cons for the Applicant in that it may delay business plans, but ultimately having a license with community support is better than having no license or one that neighbors oppose. He emphasized that a license backed by the neighborhood would make for a stronger, more sustainable business in the long run.

Ms. Lane explained that the packaged liquor component was the biggest problem and she believed that if the Pub did not sell alcohol to-go, many of the troublesome individuals who only came to buy bottles and then drink outside would stop coming, and it would require people to sit inside, drink on-premises, behave appropriately, and then leave.

Commissioner Brady asked the resident to clarify whether she would support the application if the packaged liquor portion was removed, and whether, from the business's perspective, eliminating packaged sales would still allow the Applicant to move forward with a license that she could accept as a fair compromise. Ms. Lane responded yes. Commissioner Brady then asked both Mr. Sample and Ms. Lane whether, if the packaged liquor component was removed from the application, they were willing to proceed on that basis and move forward with the license under those revised terms.

Mr. Sample answered that he was happy to make a compromise and asked that if the business could hold it together in the future, possibly he could look forward to amended the license to include package liquor. Ms. Lane stated no and expressed that she would never support adding packaged liquor back into the license in the future. She explained that the community had too many problems tied to alcohol sales, which is why there were effectively no other such businesses in the immediate area besides the Pub.

Commissioner Brady explained that there are two options. Option one was to postpone the entire matter to the April 14, 2026, Liquor Commission meeting for more discussion and option two was to move forward now and recommend a license that excludes packaged liquor sales. He noted that, even if packaged sales were removed at this time, the Applicant could return later and apply separately to add that component, but proceeding without it now would allow the process to keep moving rather than fully delaying it to the next meeting.

Mr. Sample asked to move forward.

Mr. Boyle clarified that the Commission would be voting to advance the application to the Council with a positive recommendation, but with the packaged liquor portion removed from the request. He then asked whether, in addition, the Commission intended to place any specific conditions on use of the outdoor area or on outdoor music.

Commissioner Brady noted they would have to comply with City Noise Ordinances. Mr. Boyle explained that the City's noise rules were more nuanced than a simple "no noise after 10:00 p.m." ban, and that instead of a blanket prohibition, the Ordinance looked at factors like decibel levels (which must be measured) and the context—how loud the sound is for that specific location and time of day. He clarified that there was no automatic, across-the-board rule forbidding music after 10:00 p.m. and noted that compliance depended on these contextual standards.

Mr. Sample noted that he did not intend to blast loud music outside or create a "party"

atmosphere and explained that the outdoor area was meant mainly as a place for people to step out and sit. He added that, if the Commission set a cutoff time for outdoor music, he could have the outdoor sound system wired to a timer so it shuts off automatically at that time, regardless of who is on duty, to avoid ongoing complaints or enforcement issues.

Commissioner Brady recommended setting specific limits on outdoor music as a condition of the license, which would be no outdoor music after 9:00 p.m. on weeknights and after 10:00 p.m. on weekends. He noted that patrons could still use the outdoor patio after those times, but any music would need to stop and be kept indoors only.

Ms. Lane explained that neighbors are not quick to call the Police over every noise issue; instead, they typically contact the business directly to ask them to turn the music down when people were trying to sleep, and the business usually cooperates.

Commissioner Brady recommended Ms. Lane and Mr. Sample exchanged contact information after the meeting.

Commissioner Brady closed the Public Hearing at 5:05 p.m.

**Commissioner Brady made a motion, seconded by Commissioner Bedeker, to positively recommend the Item to Council with the following conditions: (1) package liquor is removed from the request; and (2) outdoor music must end by 9 p.m. Sunday–Thursday and 10 p.m. on Friday and Saturday.**

**Commissioner Brady directed the Clerk to call roll:**

**AYES: Brady; Bedeker**

**Motion carried.**

*The following Item was presented:*

Item 5.D. Public Hearing and Action on an Application from Revery Bloomington, LLC, located at 704 McGregor St., Requesting Approval of a Change in Ownership and an Increase in Classification from a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) to a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 5:05 p.m.

Asst. Corporation Counsel George Boyle explained that the Item was a request to approve a change of ownership for the restaurant now operating as Revery Bloomington, LLC. He noted the site was formerly the Ozark House for many years, then changed hands completely (including the building) and had more recently been run under Revery Bloomington, LLC's liquor license. He noted that an application to change ownership was filed around December 1, but it was unclear to Legal whether that ownership change had already occurred or was still pending, which he asked Mr. Harris to clarify. He also pointed out that, as a rule, ownership changes should be requested in advance, and that currently the business is believed to be operating under Revery Bloomington, LLC's existing liquor license.

Rakeem Harris, Manager of Revery Bloomington, LLC (Applicant), after being sworn, addressed the Commission. Mr. Harris clarified that he misspoke when he said he was officially the Manager, and that legally, nothing had changed yet with Revery Bloomington LLC. He explained that instead, there was only a proposed ownership arrangement under which Whiskey



**Consent Agenda Item No. 7.S.**

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 3

**Subject:** Consideration and Action on an Application from Tailwind BMI, LLC, d/b/a Jetstream Restaurant and Radar Bar & Turbo Bar, located at 3201 CIRA Dr., Requesting Approval of a Change in Ultimate Parent Company for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

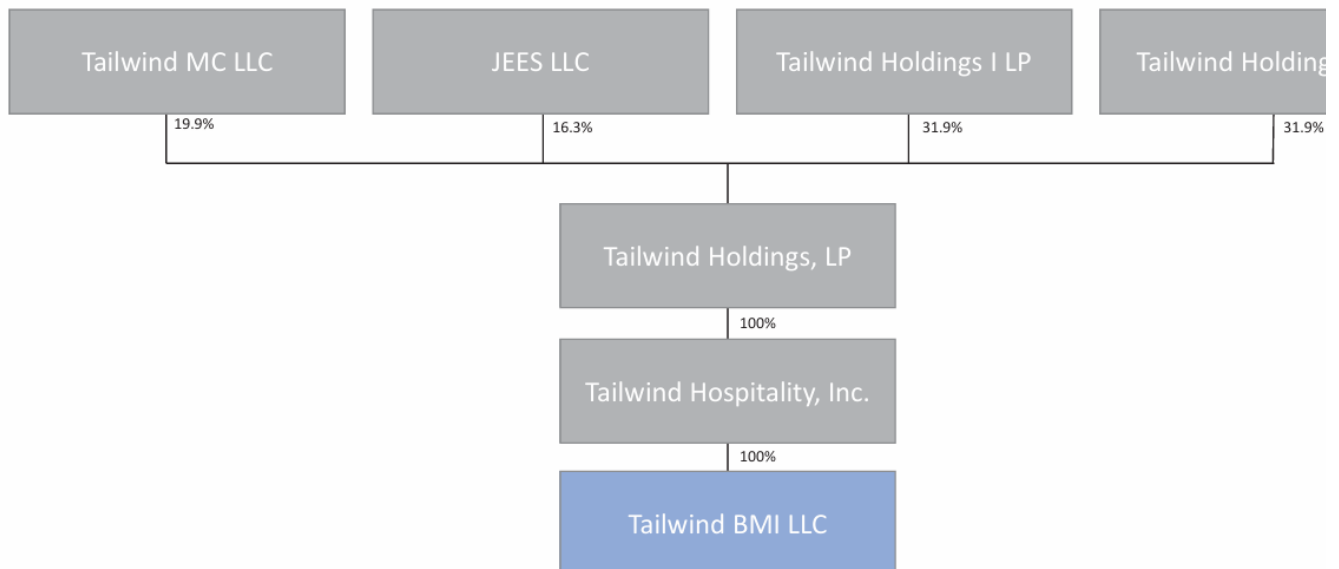
**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

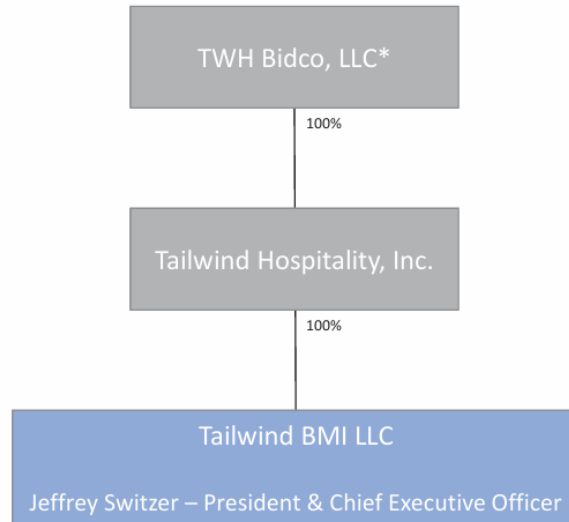
**Objective 3b.** Attraction of new targeted businesses that are the “right” fit for Bloomington

**Background:** Tailwind BMI, LLC, d/b/a Jetstream Restaurant and Radar Bar & Turbo Bar (Applicant), located at 3201 CIRA Dr., (at the Central Illinois Regional Airport) is requesting approval of a Change in Ultimate Parent Company for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License. The Applicant noted that Tailwind Holdings, LP intends to sell 100% of the ownership interests in Tailwind to TWH Bidco, LLC. The Transaction is expected to close in the first quarter of the calendar year of 2026. A letter explaining the change is included in the packet. The Applicant intends to keep the same manager and no change in day-to-day operations will occur.

**PRE-CLOSING STRUCTURE**



## POST-CLOSING STRUCTURE



The City was made aware of a change in DBA/Assumed Name and an address correction, resulting in the license being updated to remove Unit 112 from their licensee address and *Tailwind Deli News & Gifts* as the DBA/Assumed Name.

After a Public Hearing on March 10, 2026, the Liquor Commission positively recommended the application to Council with the condition that staff receive and approve an updated floor plan prior to Council action. Staff has reviewed and approved the floor plan included in the packet. Draft minutes of the hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on March 1, 2026, in *The Pantagraph*. 3 notices were mailed to properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

### **Attachments:**

1. Application\_Jetstream Restaurant and Radar Bar & Turbo Bar

2. Draft Liquor Commission Minutes\_Jetstream Restaurant and Radar Bar & Turbo Bar

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 03/10/26

**City Council Date** 04/13/26

<b>Acct. #</b>	5555	<b>Billing Cycle</b>	Annual
<b>Legal Entity Name</b>	Tailwind BMI, LLC	<b>DBA/Assumed Name</b>	Jetstream Restaurant and Radar Bar & Turbo Bar
<b>Business Address</b>	3201 CIRA Dr	<b>Zip Code</b>	61704
<b>Ownership</b>	See Attached Organizational Chart	<b>Agents/Managers</b>	Matthew Dambacher, General Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Letter Detailing Changes
- Computer Generated Site/Floor Plan
- Ownership and Agent/Manager Information
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Matthew Dambacher, General Manager – *No Concerns to Report*
- Entity is in Good Standing with the State of IL
- Articles of Organization
- Lease Agreement
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance
- \$2,000 Bond
- B/N Food & Beverage Tax Registration Form Submitted

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	Tailwind BMI LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Jetstream Restaurant and Radar Bar & Turbo Bar <del>Tailwind Deli News &amp; Gifts</del>
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	[REDACTED]
<b>Legal Entity Phone Number</b>	[REDACTED]
<b>Legal Entity Email Address</b>	accounting@tailwindconcessions.com
<b>Establishment Address including Zip</b>	3201 CIRA Dr., <del>Unit 112</del> , Bloomington, IL 61704
<b>Establishment Phone Number</b>	309-662-9467
<b>Establishment Email Address</b>	accounting@tailwindconcessions.com
<b>*Email Address for ALL City Communications:</b>	accounting@tailwindconcessions.com

\*Note, that **all** City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Jonalyn Long	Wilmington	NC	28412
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	[REDACTED]		

**Contact Information for the Legal Entity's Agent:** *(If applicable)*

Name (First & Last)	City	State	Zip
Heather Holmstrom	West Palm Beach	FL	33401
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	[REDACTED]		

**Contact Information for the Establishment's General Manager:** *(If different than above)*

Name (First & Last)	City	State	Zip
Matthew Dambacher	Chestnut	IL	62518
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	[REDACTED]		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

**Status of Business Information:**

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
 

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

**Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)**

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA & S
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
The applicant already holds a liquor license for the establishment and is submitting due to an indirect change in \_\_\_\_\_
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
The liquor license would allow the applicant to continue providing liquor to residents traveling through the Central \_\_\_\_\_
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* \_\_\_\_\_  
16.31% Alcohol / 69.47% Food & Beverage / 14.22% Retail
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	4:00 am	9:00 pm
Tuesday:	4:00 am	9:00 pm
Wednesday:	4:00 am	9:00 pm
Thursday:	4:00 am	9:00 pm
Friday:	4:00 am	9:00 pm
Saturday:	4:00 am	9:00 pm
Sunday:	4:00 am	9:00 pm

**CIRA is permitted to sell alcohol on:  
M-F, 5 am to 1 am;  
Sat, 5 am to 2 am; &  
Sun, 6 am - 2 am**

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
This restaurant is located within the Central Illinois Regional Airport, which does not have a surrounding
  - If there are office or commercial buildings nearby, approximately what are their hours of operation?  
N/A - The restaurant is located within the Central Illinois Airport, which does not have nearby offices or
  - Is the area predominately residential, are they single or multi-family homes?  
No, the restaurant is located within the Central Illinois Regional Airport.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)  
The restaurant is located within the Central Illinois Regional Airport, so there are no streets immediately surrounding the establishment.
- How much additional traffic is expected to be generated with a liquor license?  
The establishment is currently operational and operations will not change, so no additional impact is anticipated.
- Describe any and all on- and off-street parking:  
The restaurant is located within the Central Illinois Regional Airport, so there is no parking immediately accessible
- How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~Unknown~~ 0

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
 4A If yes, please explain: Tailwind Hospitality, Inc. is the parent company of various entities that hold alcohol beverage licenses throughout the United States.
5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

**Please provide any additional information significant to this application:**

Please see attached statement regarding Question 3 in the Business Owner /Operator section of this application and attached ownership chart.

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Heather Holmstrom

Licensing Specialist

Name (Please Print)

Title

eSigned via GovOS.com  
  
Key: 5145e77d20c072006170c099d45473  
 Signature

1/28/2026

Date

Tailwind BMI LLC's response to Question 3 in the Business Owner/Operator section of this application is qualified with the following:

The general manager had a DUI conviction in about 2014. The applicant does not know, and the general manager cannot recall, if the conviction was a misdemeanor or felony. Based on state law, if it was a felony, it should not be a bar to obtaining licensure – particularly based on, among others, the following considerations: (1) the conviction is more than 10 years old, (2) the conviction does not have any direct relation to the general manager's ability to operate the premises, and (3) the general manager is presently fit to operate the premises and of sound professional character.

January 5, 2026

**VIA E-MAIL (cityclerk@cityblm.org)  
AND FEDERAL EXPRESS STANDARD OVERNIGHT**

ATTN: Ashley Lara, Records & Licensing Specialist  
City Clerk Department  
City of Bloomington, IL  
115 E. Washington St., Suite 103  
Bloomington, IL 61701

**Re: Notice of Upstream Ownership Change for  
TAILWIND BMI LLC**  
3201 Cira Drive, Post Security Ste. 112  
Bloomington, IL 61704  
[REDACTED]

Dear Ms. Lara:

GrayRobinson, P.A. and its *Nationwide Alcohol Industry Team* serve as alcohol regulatory compliance counsel to Tailwind Hospitality, Inc. (“Tailwind”), which owns various subsidiaries that operate as airport and transit station concessionaires specialized in providing full-service restaurants, bars, retail, and gift shops in regional airports throughout the United States.

As demonstrated by the enclosed organizational charts, Tailwind Holdings, LP intends to sell one hundred percent (100%) of the ownership interests in Tailwind to TWH Bidco, LLC (the “Transaction”). The Transaction is expected to close in the first quarter of the calendar year of 2026.

For licensure and alcohol law compliance purposes, we are writing to you because Tailwind’s subsidiary, Tailwind BMI LLC (the “Licensee”), is an alcohol beverage licensee in the City of Bloomington and is included in the Transaction.

The Transaction involves an upstream equity purchase (rather than an asset acquisition) and does not disturb the corporate status of the downstream Licensee. Consequently, (i) there will be no changes to the license holder in your city, and (ii) the Licensee’s (a) FEIN, (b) sales tax number, and (c) governing persons (*e.g.*, officers, managers) will remain the same.

To assist with your review and file updates, please find enclosed charts depicting the original and updated organizational structure of the Licensee. Because the documentation enclosed with this letter contains confidential information, we request that the City of Bloomington handle it with the utmost care. This letter and the documentation and information enclosed herein

January 5, 2026  
Page 2

should only be disclosed to employees and agents of the City of Bloomington who need access to it. In the event that your office receives a Freedom of Information Act request or similar public records request for any documents submitted relating to Tailwind, the Licensee or any of their affiliates, we request that your office retain the requisite disclosures in a single location to be filed with a confidentiality notice advising anyone within the City of Bloomington who has access to the file that the information contained therein is sensitive, and that your agency contact GrayRobinson prior to disclosing such information. For your review, we have prepared sample language for such a confidentiality notice, which reads as follows:

CONFIDENTIALITY NOTICE

This file contains sensitive corporate and proprietary information relating to Tailwind BMI LLC, Tailwind Hospitality, Inc., and their affiliates. In the event the City of Bloomington receives a request under the Freedom of Information Act or similar public records request for disclosure of any of the information or documentation submitted in connection with this file, then, prior to responding to or making any such requested disclosure, please contact Tailwind BMI LLC's representative via the following contact information:

Hannah Becker, Esq.  
Title: Shareholder, GrayRobinson

[REDACTED]

Please reply via e-mail to either me [REDACTED] or Alexis Mason [REDACTED] as soon as possible to (i) confirm if your department requires any additional filings as a result of the changes described above; or (ii) otherwise provide approval of the changes described herein. Please also confirm that your department has (1) deleted or marked as "no longer valid/effective" the ownership and management information for the Licensee provided in the correspondence, dated October 7, 2021, and February 8, 2022; and (2) replaced such ownership and management information with this letter and enclosures in the Licensee's file.

Thank you very much in advance for your cooperation and assistance.

Respectfully,

GRAYROBINSON, P.A.

[REDACTED]

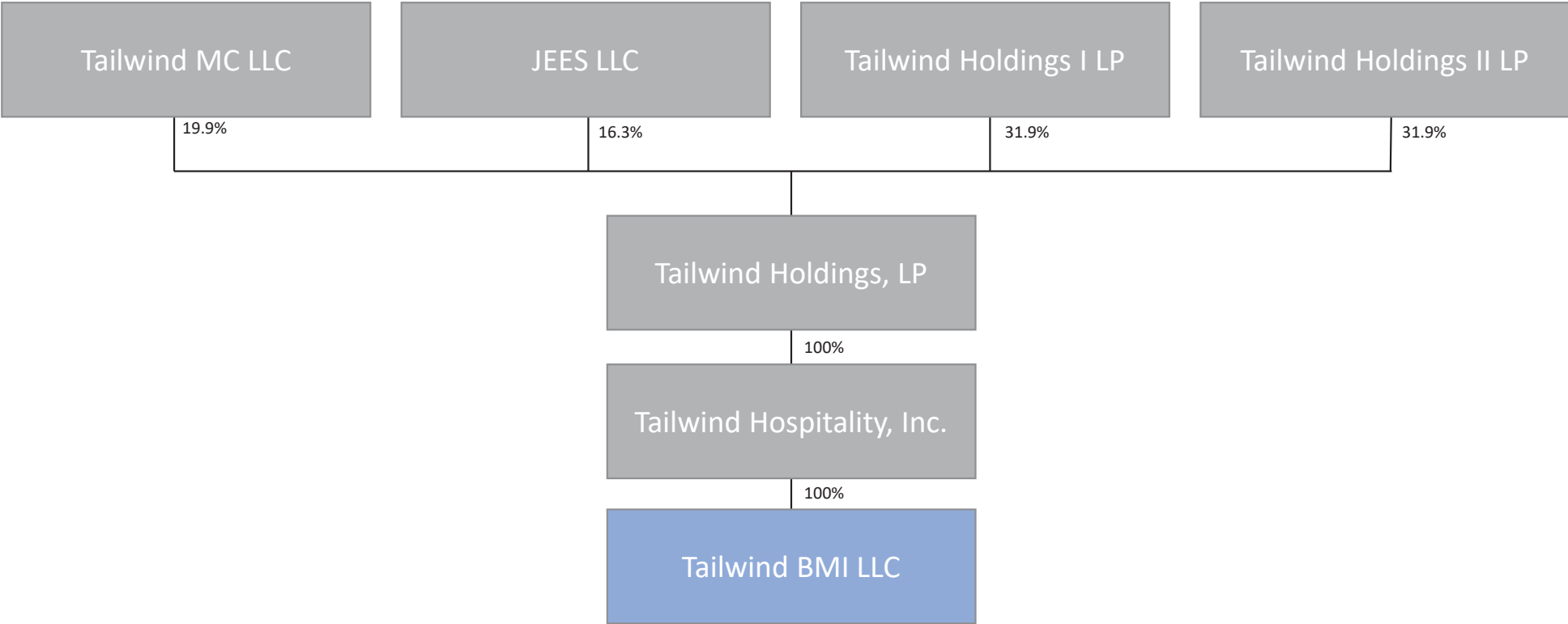
Hannah Becker

January 5, 2026  
Page 3

Enclosures

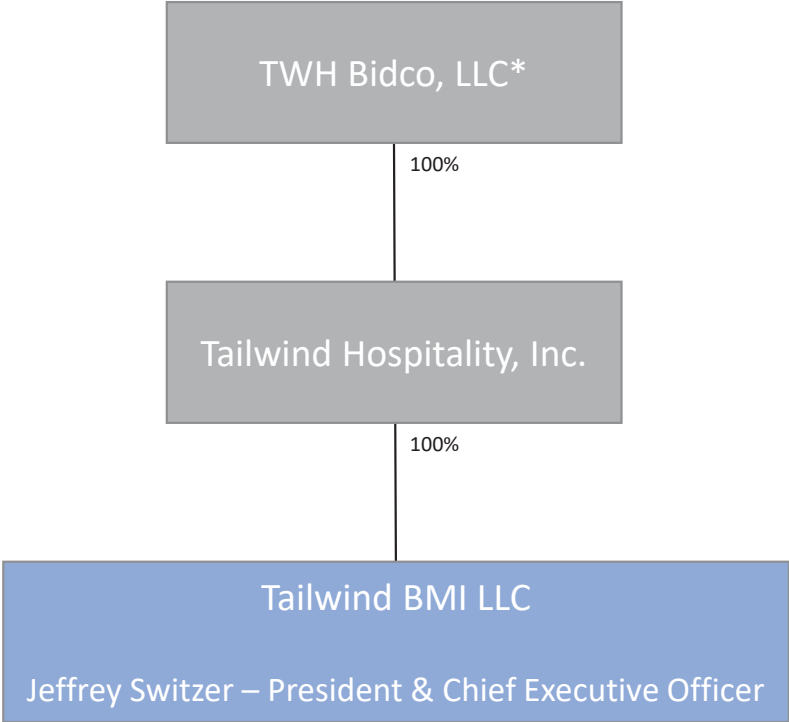
cc: Alexis Mason, esq.  
Lauren Voke, esq.  
Heather Holmstrom, Licensing Specialist

**PRE-CLOSING STRUCTURE**



**CONFIDENTIAL**

**POST-CLOSING STRUCTURE**

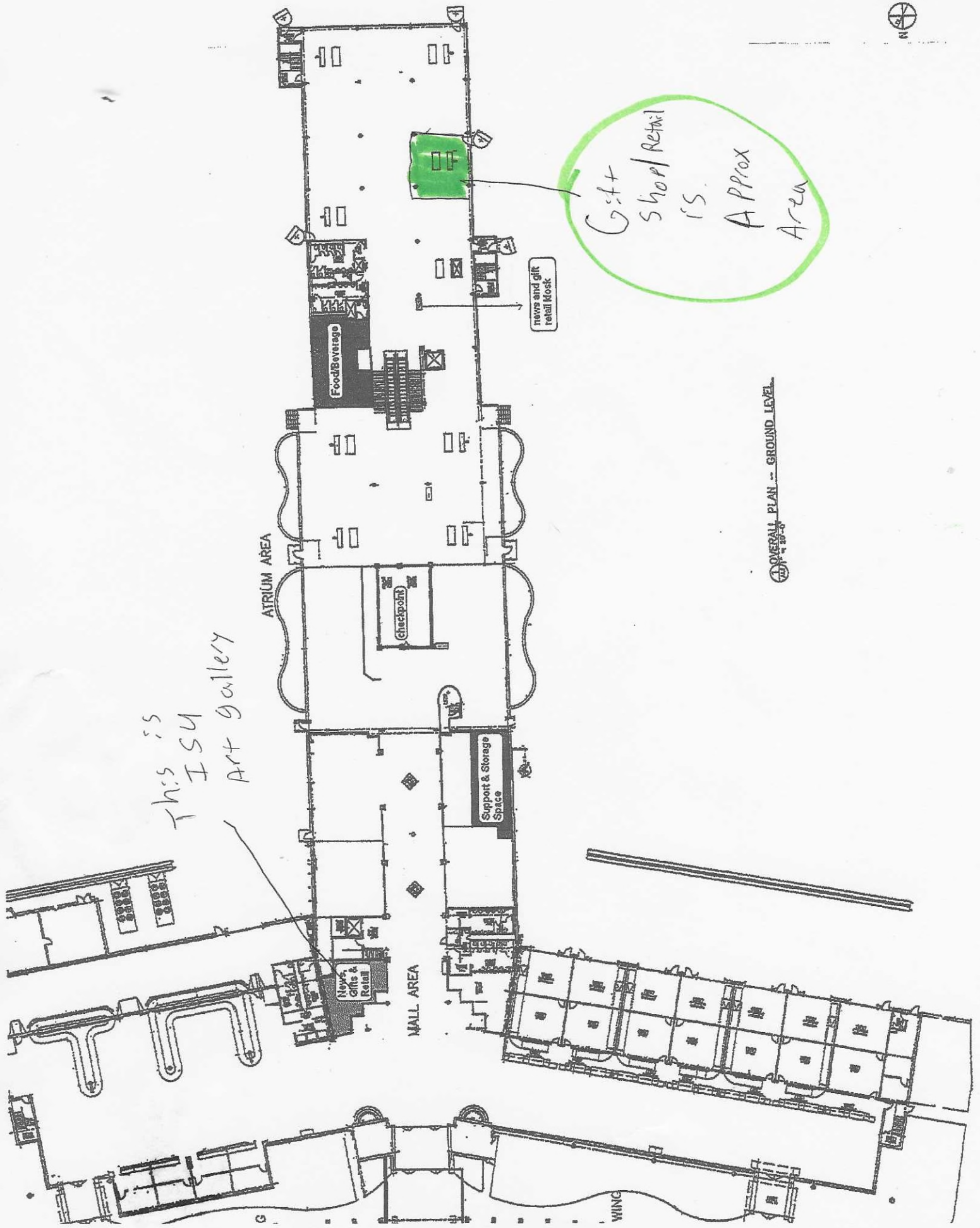


\*Additional upstream ownership disclosures available upon request.

**CONFIDENTIAL**

Ownership List

Name	Title or Relation to Business	Email Address	Date of Birth	Address	Percent of Ownership
Tailwind Hospitality, Inc.	Owner	[REDACTED]	[REDACTED]	[REDACTED]	100%
Jeffrey Switzer	President & CEO	[REDACTED]	[REDACTED]	[REDACTED]	0%
Matthew Dambacher	General Manager	[REDACTED]	[REDACTED]	[REDACTED]	0%

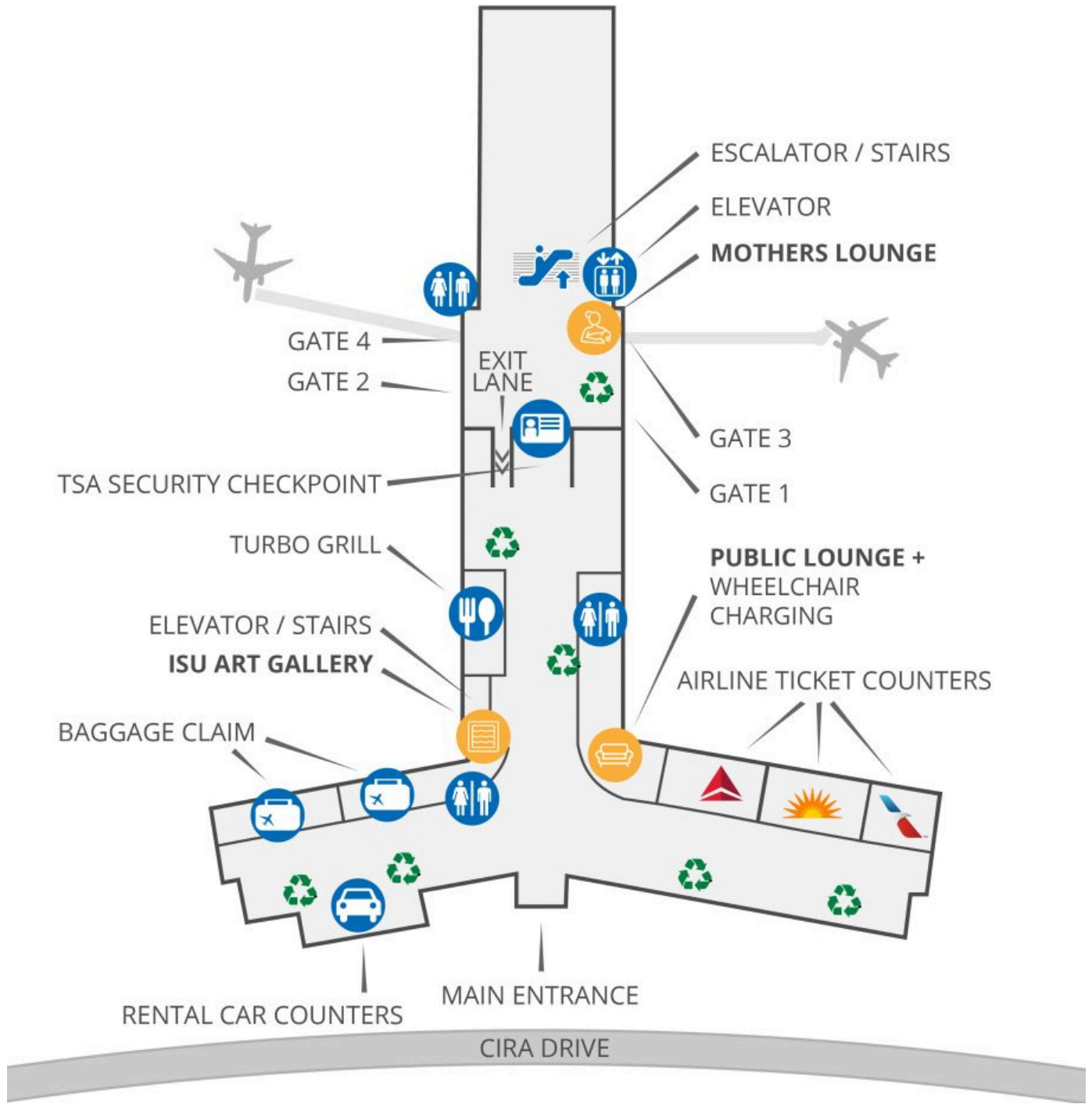


This is  
ISU  
Art gallery

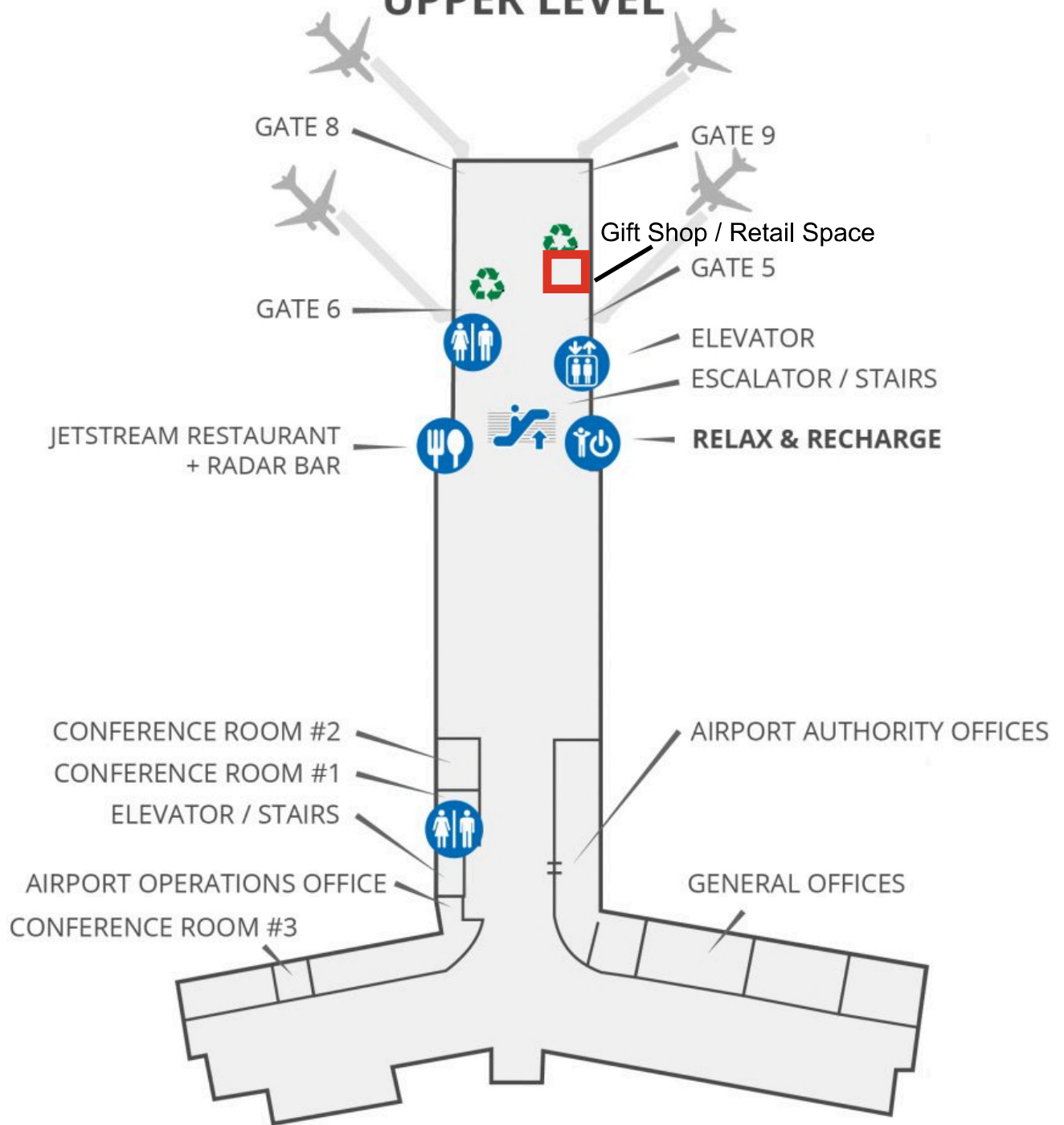
Gift  
Shop/Retail  
is  
Aprox  
Area

OVERALL PLAN - GROUND LEVEL

# MAIN LEVEL



# UPPER LEVEL



**Motion carried.**

*The following Item was presented:*

Item 5.B. Public Hearing and Action on an Application from Tailwind BMI, LLC d/b/a Tailwind Deli News & Gifts, located at 3201 CIRA Dr., Unit 112, Requesting Approval of a Change in Ultimate Parent Company for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:11 p.m.

Matthew Dambacher, General Manager of Tailwind BMI, LLC (Applicant), after being sworn, addressed the Commission. Asst. Corporation Counsel George Boyle explained that the Item was a request to approve a change in the ultimate parent company that owned the local business, which was one of several similar airport (Central Illinois Regional Airport) operations under that parent firm. He noted that they did not expect significant changes at the local level and that Legal had not had any issues with the establishment. He stated that staff had identified possible concerns about how the licensed premises were located and defined within the airport, and that those details would be addressed later in the discussion.

Mr. Dambacher explained that the affected area was just past the TSA (Transportation Security Administration) checkpoint, where they were seeking to adjust liquor service hours. He noted the location limited concerns about drinking and driving because only ticketed passengers were permitted beyond the TSA checkpoint and added that the establishment also operated with a two-drink maximum per customer.

Mr. Boyle confirmed that Tailwind operated two areas at the airport: a public-side restaurant open from roughly 9:00 a.m. to 4:00 p.m., and a post-TSA location upstairs near the departure gates. Mr. Dambacher explained the post-TSA bar currently opened at 6:00 a.m., and they were seeking to move that to 5:00 a.m. to better serve early departing passengers.

Commissioner Bedeker and Mr. Boyle confirmed that both the public and post-TSA spaces were managed and operated under the same company, and that the application paperwork covered both locations, even though the public-side restaurant would not have any functional change from the request. Mr. Dambacher explained that their post-TSA bar operated in alignment with departing flights and currently was not open until 6:00 a.m. He noted that they were requesting to move that opening time to 5:00 a.m. because many early-morning passengers flew out before 6:00 a.m., and the earlier opening would allow them to serve those customers.

Mr. Boyle noted that a staff member involved in inspecting the site had concerns about how the licensed premises were defined and pointed out that the business had operated there since at least 2010.

Gayle Price, Fire Inspector, explained that the site plan on file was outdated and showed the news/gift area and storage in different locations than they were today. Mr. Dambacher walked through the current layout on the drawing Ms. Price had provided and clarified where the art display, storage room, restaurant, TSA checkpoint, and upstairs gift shop were actually located. Ms. Price noted that their sketch work during the meeting helped reconcile what was on paper with what was on site. She recommended that a new, accurate drawing be submitted to clearly show the present locations of all licensed areas.

Commissioner Brady confirmed that the Police Department had no questions and

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, MARCH 10, 2026, 4:00 PM

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reported no history of problems with the establishment.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:18 p.m.

**Commissioner Brady made a motion, seconded by Commissioner Bedeker, to positively recommend the Item to Council with the condition that staff receive and approve an updated floor plan prior to Council action.**

**Commissioner Brady directed the Clerk to call roll:**

**AYES: Brady; Bedeker**

**Motion carried.**

*The following Item was presented:*

Item 5.C. Public Hearing and Action on an Application from 505 Pub, LLC d/b/a Pub I, located at 505 W. Market St., Requesting Approval of a Class TAPS (Tavern, All Types of Alcohol, Package & Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:20 p.m.

Asst. Corporation Counsel George Boyle explained that the Item was a new liquor license application for 505 W. Market St., a location that previously housed another establishment. He noted that the Applicant was seeking a new tavern-class license, similar to what was in place before, and was expected to outline specific plans for how they intended to use and improve the premises.

Derek Sample, Owner of 505 Pub, LLC (Applicant), after being sworn, addressed the Commission. Mr. Sample stated that they planned to reopen and improve the 505 W. Market site. He outlined modest, but thorough renovations, which included refacing and refinishing the interior, cleaning and lighting the parking lot, and installing a comprehensive camera system like those at their other venues (Daddios, Elroy's, Reality Bites, and Sport & Bait) to aid safety and any police interactions. He noted that they also planned to add a small kitchen behind the bar and convert the existing kitchen space into ADA-compliant restrooms. He acknowledged there was substantial cleanup and work ahead, but reported they had already walked the site with Gayle, the Fire Inspector, who identified what must be addressed before the liquor license could be completed.

Commissioner Bedeker asked if outdoor dining would be offered. Mr. Sample described an existing gated lawn area on the East side of the building, enclosed by a wooden fence and currently unused except for occasional picnic tables. He stated that for now, they envisioned it simply as a fenced outdoor space accessed by a side door from the main bar, mainly for patrons to step outside—such as to smoke—while still complying with distance requirements from the doors under applicable laws. Commissioner Bedeker asked if they would have outdoor music and expressed concerns regarding the residential area. Mr. Sample agreed and noted he worked with the City closely on other matters so we would be able to reach out if needed. He shared that they would like to leave the option open for music, but that it would depend on how the layout of the space was used.

Mr. Boyle asked whether the Applicant was requesting that the liquor license cover the



## Consent Agenda Item No. 7.T.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 5

**Subject:** Consideration and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

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

**Background:** Aroma Hospitality Group, LLC, d/b/a Scramblers (Applicant), located at 1607 Jumer Dr., is requesting approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License. Their Class RAS Liquor License was approved by the Liquor Commission on 10/14/25 and by City Council on 11/10/25. Their General Manager had submitted incorrect ownership on the application that was approved, stating that Nalin Gupta was the 100% owner of the establishment. The error was realized when the establishment sought approval at the State level.

The Applicant now seeks to update the ownership information to include the following:  
Sandeep Kumar, 49%;  
Adidev Developers, LLC, 51% (Nalin Gupta, 50%; Neha Aggarwal, 50%).

No changes in the management or the business are proposed.

After a Public Hearing on March 10, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearings are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on March 1, 2026, in *The Pantagraph*. 5 notices were mailed to properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. Application\_Scramblers
2. Draft Liquor Commission Minutes\_Scramblers

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 03/10/26

**City Council Date** 04/13/26

<b>Acct. #</b>	11261	<b>Billing Cycle</b>	Annual
<b>Legal Entity Name</b>	Aroma Hospitality Group, LLC	<b>DBA/Assumed Name</b>	Scramblers
<b>Business Address</b>	1607 Jumer Dr.	<b>Zip Code</b>	61704
<b>Current Ownership</b>	Nalin Gupta, 100%	<b>Agents/Managers</b>	Jeremy Cruthis, General Manager
<b>Proposed Ownership</b>	Sandeep Kumar, 49% & Adidev Developers, LLC, 51%		
	^ Nalin Gupta, 50%		
	^ Neha Aggarwal, 50%		

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Letter Detailing Requested Changes
- Ownership and Agent/Manager Information
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Sandeep Kumar, 49%; Nalin Gupta, 50% (Adidev Developers, LLC); Neha Aggarwal, 50% (Adidev Developers, LLC); Jeremy Cruthis, Manager – *No Concerns to Report*
- Articles of Organization on File
- Computer Generated Site/Floor Plan on File
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- Certificate of Liquor Liability Insurance on File
- \$2,000 Bond on File

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



## Liquor License Application

**Applicant Business Contact Information:** Please fill in your business information completely and legibly.

<b>Legal Entity Name (Corporate/LLC Name)</b>	Aroma Hospitality Group LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Scramblers
<b>Legal Entity Address (including City, State, and Zip)</b>	[REDACTED]
<b>Legal Entity Phone Number</b>	[REDACTED]
<b>Legal Entity Email Address</b>	jeremycruthis@adidevhm.com
<b>Establishment Address including Zip</b>	1607 Jumer Drive, Bloomington, IL. 61704
<b>Establishment Phone Number</b>	309-379-8108
<b>Establishment Email Address</b>	jeremycruthis@adidevhm.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	jeremycruthis@adidevhm.com

\*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Jeremy Cruthis	Normal	IL	61761
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	jeremycruthis@adidevhm.com		

**Contact Information for the Legal Entity's Agent:** *(If applicable)*

Name (First & Last)	City	State	Zip
<b>Phone Number</b>	<b>Email Address</b>		

**Contact Information for the Establishment's General Manager:** *(If different than above)*

Name (First & Last)	City	State	Zip
Jeremy Cruthis	Normal	IL	61761
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	Jeremycruthis@adidevhm.com		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
<b>PA</b>	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
<b>PB</b>	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
<b>S</b>	Sunday <i>(Fee applies to all except CA &amp; CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

**Status of Business Information:**

- Check the applicable box which corresponds to your business’s filing with the Illinois Secretary of State.
 

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

**Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)**

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No Is the premises for which the license is sought owned?  
 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist?  
*If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
 To provide added value to our restaurant guests and in turn produce tax revenue for the city.
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
 100%
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
*If yes, what sources will such revenue be derived?* \_\_\_\_\_  
 Food sales will represent the majority of the restaurant sales
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?
 

Day	Time Open	Time Close
Monday:	6 am	12 am
Tuesday:	6 am	12 am
Wednesday:	6 am	12 am
Thursday:	6 am	12 am
Friday:	6 am	12 am
Saturday:	6 am	12 am
Sunday:	6 am	12 am
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
Mixed
  - If there are office or commercial buildings nearby, approximately what are their hours of operation?  
Both - Normal business hours
  - Is the area predominately residential, are they single or multi-family homes?  
Mixed
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) \_\_\_\_\_  
2 lane Jumer drive
- How much additional traffic is expected to be generated with a liquor license? \_\_\_\_\_  
Minimal
- Describe any and all on- and off-street parking: \_\_\_\_\_  
Full provided parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1



**Responsibility:**

- 1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
- 3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
- 4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: Adidev Hospitality Management LLC holds a liquor license locally also
- 5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
- 6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
- 7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
- 8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Jeremy P Cruthis

General Manager

Name (Please Print)

Title



2-6-2026

Date

## To Whom It May Concern

This letter is to address a clerical error in our initial liquor license application. The current application lists Nalin Gupta as the sole owner with 100% ownership. We request the ownership distribution be updated as follows:

### Ownership Summary

- 49% – Sandeep Kumar
- 51% – Adidev Developers LLC (Owned 50/50 by Nalin Gupta and Neha Aggarwal)

### Detailed Ownership Breakdown

#### 49% Owner – Sandeep Kumar

Full Legal Name	Sandeep Kumar
Ownership Percentage	49%
Personal Email	[REDACTED]
Date of Birth	[REDACTED]
Address	[REDACTED]
Signature: _____	Date: 01/16/2025

#### 51% Ownership – Adidev Developers LLC

Adidev Developers LLC is owned equally by the following individuals:

##### *Owner – Neha Aggarwal (50% of Adidev Developers LLC)*

Full Legal Name	Neha Aggarwal
Ownership Percentage	50%
Personal Email	[REDACTED]
Date of Birth	[REDACTED]
Address	[REDACTED]
Signature: _____	Date: Jan-16-2026

##### *Owner – Nalin Gupta (50% of Adidev Developers LLC)*

Full Legal Name	Nalin Gupta
Ownership Percentage	50%
Personal Email	[REDACTED]
Date of Birth	[REDACTED]
Address	[REDACTED]
Signature: _____	Date: Jan-16-2026

# Ownership Structure

## Adidev Developers LLC

Owner Name	Ownership %
Neha Aggarwal	50
Nalin Gupta	50

All license creations, amendments or transfers are contingent upon compliance with all building, health and safety codes.

The following Item was presented:

Item 5.A. Public Hearing and Action on an Application from Aroma Hospitality Group, LLC d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:04 p.m.

Jeremy Cruthis, General Manager of Aroma Hospitality Group, LLC (Applicant), after being sworn, addressed the Commission. Asst. Corporation Counsel George Boyle explained that a similar Item had come before the Commission a few months earlier and was sent to the Council with a positive recommendation for approval; however, before the State license could be issued, new information about the business's ownership surfaced, and the Applicant was before the Commission to clarify and address that updated ownership information. Mr. Cruthis explained that at an earlier Commission hearing he believed the liquor license would be held in a single owner's name, but it turned out it needed to be held under both an individual owner and an LLC. He stated that all required background checks and information had been completed and characterized the ownership listing issue as a simple clerical error on the Applicant's part, for which he apologized.

Mr. Boyle asked Mr. Cruthis, who had previously informed him about the ownership structure. Mr. Cruthis explained it was the primary owner, Nalan Gupta, who he believed owned 100% of the business, but who in fact was only part-owner with an LLC holding 51%. Mr. Boyle then asked how the issue came to light with the State. Mr. Cruthis explained that it was discovered when he applied for a "MyTax" account, which showed the tax ID tied to multiple entities rather than just Mr. Gupta. He confirmed there would be no operational changes associated with the corrected ownership and that there would be the same General Manager, the same BASSET- certified staff, and business operations would continue as before.

Mr. Boyle pointed out that the request qualified as a change of ownership under Chapter 6, Section 2 of the City Code and, because the change was for less than 100% of the ownership, it was a type of action the Liquor Commissioner could approve either together with Commissioner Bedeker or on his own.

Mr. Cruthis thanked the City Clerk Department for all their assistance over the past few months and apologized for the extra work the issue may have caused.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:08 p.m.

**Commissioner Bedeker made a motion, seconded by Commissioner Brady, to positively recommend the Item to Council.**

**Commissioner Brady directed the Clerk to call roll:**

**AYES: Brady; Bedeker**

**Motion carried.**



**Regular Agenda Item No. 8.A.**

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Presentation of the Bloomington Police Department's 2025 Annual Report, as requested by the Police Department.

**Recommended Motion:** None; Presentation and discussion only.

**Strategic Plan:**

**Goal 4.** Strong Neighborhoods

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

**Objective 4e.** Strong partnership with residents and neighborhood associations

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** The presentation will highlight the Bloomington Police Department's accomplishments and summary of crime data throughout 2025, and also provide an overview of several divisions within the Police Department.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** N/A

**Attachments:**

1. BPD 2025 Annual Report



# ANNUAL REPORT 2025

# MISSION STATEMENT

It is the mission of the Bloomington Police Department to work honorably and steadfastly with members of the community to enhance livability through servant leadership, strong partnerships, and continuous innovation.



# DEPARTMENT VALUES

- *Honesty*
- *Integrity*
- *Professionalism*
- *Commitment to Serve*
- *Reverence for Law*
- *Respect for Human Dignity*



# Executive Summary

Dear Bloomington Community,

As we reflect on 2025 and the 175th Anniversary, I am proud to share the Bloomington Police Department's Annual Report, which highlights our continued commitment to public safety, innovation, and community partnership. Our mission remains focused to work honorably and steadfastly with members of the community to enhance livability through servant leadership, strong partnerships, and continuous innovation. These guiding principles, along with our core values shape every decision we make.


This past year, our Department achieved significant milestones that underscored our dedication to excellence:

- **Crime Reduction:** Bloomington experienced a **46% decrease in shootings**, and notable declines in burglaries (36%) and stolen vehicles (26%). Every homicide in 2025 was solved, reflecting the skill and determination of our investigative teams.
- **Operational Excellence:** Our Emergency Communications Center answered **97% of 30,850 911 calls within 10 seconds**, exceeding state standards. We launched the successful **Real Time Information and Crime Center**, integrating advanced technologies to enhance situational awareness and improve response times.
- **Information and Community Engagement:** We hosted **351 community events**, including Coffee with a Cop events, neighborhood walks, and our second Community Police Academy. These efforts strengthen trust and foster collaboration between officers, businesses, and residents.
- **Traffic Safety & Enforcement:** Officers conducted **13,694 traffic stops**, made **250 DUI arrests**, and **seized 66 illegal firearms**, demonstrating our commitment to reducing impaired driving and gun violence.
- **Innovation & Transparency:** We expanded our drone program, added public safety cameras, and launched a transparency portal featuring performance dashboards and drone deployment maps. These initiatives increase accountability and public trust.
- **Youth & School Safety:** Our School Resource Officers supported over **5,700 students**, earning national recognition through the National Association of School Resource Officers Model Agency Award for excellence in school-based policing. BPD Officers also hosted 28 school kids at a summer camp.

Behind these achievements are the dedicated men and women of the BPD, whose professionalism and courage set the standard for public service. As we look ahead, our focus remains clear: **building trust, enhancing safety, and fostering partnerships that make Bloomington a stronger, safer, and more inclusive community**. We will continue to embrace innovation, invest in training, and engage with residents to ensure that our services reflect the needs and expectations of those we serve.

It is an honor and privilege to serve this community. On behalf of the Bloomington Police Department, thank you for your confidence, collaboration and support. We still have plenty of work to do, but together, we will continue to uphold justice, protect our freedoms, and create a community where **everyone** can thrive.

Stay safe and take care,

  
Jamal A. Simington  
Chief of Police



**Jamal A. Simington**  
*Chief of Police*



**Aaron A. Veerman**  
*Assistant Chief  
Administration*



**Chad E. Wamsley**  
*Assistant Chief  
Professional Standards*



**Paul D. Williams**  
*Assistant Chief  
Operations*



**Timothy C. Stanesa**  
*Lieutenant  
1st Shift Commander*



**Ricard W. Beoletto**  
*Lieutenant  
2nd Shift Commander*



**Robert S. Kosack**  
*Lieutenant  
3rd Shift Commander*



**Clayton M. Arnold**  
*Lieutenant  
Administrative Services*



**Todd R. McClusky**  
*Lieutenant  
Criminal Investigations*



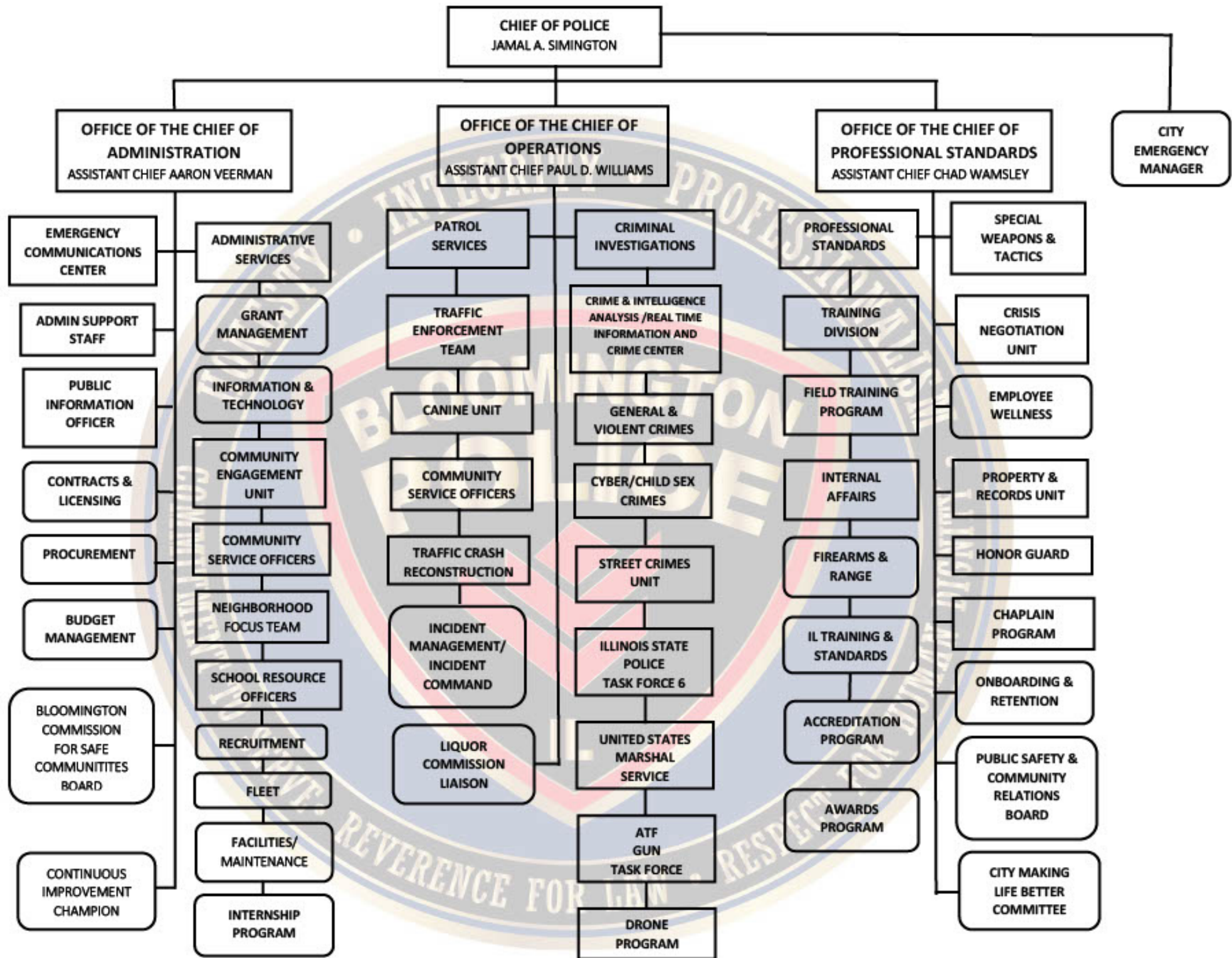
**James B. Clesson**  
*Lieutenant  
Professional Standards*

**Total  
Sworn  
Officers  
133**

**Non-Sworn  
Staff  
38**

**Part-time  
Non-Sworn  
Staff  
4**

# ORGANIZATION



# GOALS AND OBJECTIVES

## Employee Development, Inclusion, and Wellness

- Strengthen programs that support employee health and wellness.
- Utilize BPD's mentorship program to assist employees with professional growth, career development, succession planning and enhance police services with servant leadership.
- Increase workforce diversity to better reflect the Bloomington community and advance the goals of the 30x30 Initiative.
- Management will use programs to enhance employee inclusion and increase retention.
- Work with a vendor to develop and administer promotional tests for upward mobility of police officers.
- Provide advanced education and training for staff, creating a commitment to personal and professional development, and lifelong learning.
- Conduct critical incident debriefs to strengthen safety, efficiency, and operational effectiveness.

## Crime Prevention and Traffic Safety

- Continuously evaluate and allocate resources to enhance crime prevention strategies and improve traffic safety.

## Planning and Problem Solving

- Implement strategic planning processes that support long term operational needs.
- Utilize research driven problem solving techniques to address emerging issues.

## Community Engagement

- Apply a department-wide community engagement philosophy.

## Transparency

- Build trust and increase standards.
- Increase trust and transparency with public-facing dashboards of Department activity.

## Enhance Infrastructure

- Assess facilities and invest in infrastructure improvements.
- Provide forward-leaning technology, equipment, and tools to increase our capabilities to deter, prevent, and solve crime.

# PATROL DIVISION

## Police Calls for Service

2025  
68,257

2024  
70,707

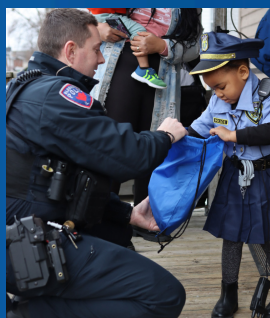
is comprised of three lieutenants, nine sergeants, and 55 patrol officers.

The Patrol Division is the largest operational component of the Bloomington Police Department. Patrol personnel respond to calls for service, conduct proactive enforcement, identify emerging problems in neighborhoods, and serve as the primary visible presence for public safety throughout the city.

In 2025, officers conducted 13,694 traffic stops, a 4% increase from 2024. They also responded to 1,864 vehicle crashes, representing a 4.3% rise from the previous year. The leading contributing factor in crashes was failure to reduce speed, while the most common collision type involved vehicles turning into the path of oncoming traffic. The number of traffic crash fatalities increased from three in 2024 to eight in 2025. All patrol shifts continued their focus on impaired driving, making 250 arrests for DUI, up from 195 in 2024.

1st Shift delivered strong operational performance, handling 84 special events while increasing their number of traffic stops to 3,066 in 2025, up from 2,170 in 2024. Calls for Service on this shift also increased by 20% in 2025 when compared to 2024's activity levels. 2nd Shift increased their focus on traffic enforcement, conducting 89 specialized details that resulted in 607 traffic stops in the most frequent crash locations in the city. 3rd Shift sent multiple officers to advanced DUI training to further enhance their operational effectiveness on alcohol and drug influenced drivers in the late night and early morning hours. Patrol officers also maintained an aggressive approach to reducing street level gun violence through the seizure of 66 illegal firearms.

The K9 Unit supported patrol and investigative operations with 562 deployments and contributed to 155 criminal arrests. During 106 searches, canines assisted in the seizure of five categories of illegal drugs and four illegal firearms. The unit also completed four community demonstrations, reinforcing its role in both enforcement and community outreach.



# EMERGENCY COMMUNICATIONS CENTER



911 Calls  
30,850

Total Inbound Calls	
2025	2024
94,102	99,917

is comprised of two supervisors, 16 full time dispatchers, four seasonal dispatchers.

The Emergency Communications Center (ECC) is the first point of telephone contact for individuals in need of emergency services. The ECC handles all emergency and non-emergency police, fire, and emergency medical service communications within the corporate limits of the City of Bloomington. ECC dispatchers also provide after-hour emergency notification and coordination with the City's Public Works and Water Departments. The center provides a robust safety net by coordinating responses for both the Bloomington Police Department and Bloomington Fire Department, while also engaging additional public and private partners across the city as incidents require. The ECC utilizes a variety of advanced technologies to coordinate and disseminate real-time decision-making information to responding agencies.

In 2025, the ECC continued to evaluate performance metrics, staffing models, and operational workflows to ensure consistent, high-quality service delivery. Of all 911 calls received by the ECC, 97% answered within 10 seconds, exceeding the State of Illinois mandate of at least 90%. The ECC also handled 628 Text-to-911 messages as emergency requests for service, reflecting the continued evolution of how the public accesses emergency assistance. In 2025, the ECC began preparing for the transition of the Computer-Aided Dispatch (CAD) system to a secure cloud-based platform. This effort represents a major investment in system resilience, cybersecurity, redundancy, and long-term operational sustainability, positioning the ECC to better support mission-critical services well into the future.

The ECC also participated in a statewide pilot program supporting the implementation of the Community Emergency Services and Support Act in Illinois. Through this pilot, the ECC collaborated with state and regional partners to refine call-handling, triage, and response pathways for mental and behavioral health related incidents, reinforcing the center's role as a leader in integrated emergency and human services response.



# CRIMINAL INVESTIGATIONS

Total Arrests

387

Total Evidence  
Processed  
(cases)

1,403

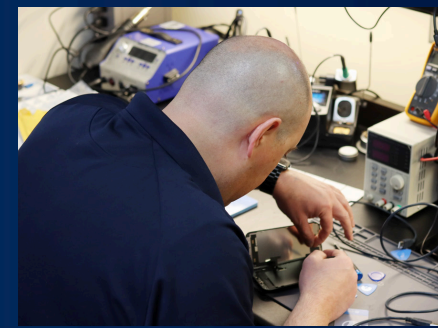
is comprised of a lieutenant, three sergeants, eighteen detectives and four officers.

The Criminal Investigations Division (CID) is responsible for investigating serious crimes against persons, property and ensuring thorough, high quality follow up on complex cases. In 2025, CID investigated a wide range of cases, including 3 homicides (5 victims), 20 shootings, arsons, sexual assaults, crimes against children, and financial crimes. Detectives made 146 arrests, including 17 arrests related to shooting incidents, and collectively managed an average caseload of 219 cases per month.

The Street Crimes Unit (SCU) focused on habitual violent offenders and gang related criminal activity. In 2025, SCU made 241 arrests and seized 11 firearms, contributing significantly to violence reduction efforts. CID's two detectives assigned to the Illinois State Police Task Force 6, a local multi-jurisdictional drug enforcement group, made 26 arrests while seizing 662 grams of cocaine, 409,024 grams of cannabis, and 3,373 grams of methamphetamine. These partnerships enhance investigative capacity through shared intelligence and coordinated operations.

New laboratory equipment allowed detectives to increase the speed and accuracy of firearm ballistics processing. In 2025, detectives examined 70 recovered handguns and 109 shell casings, linking them to 53 additional weapons related cases. The Digital Forensic Unit, through a collaboration with the McLean County Sheriff's Office, added an additional detective to their unit, working 19 Child Sexual Abuse Material cases resulting in 6 arrests, and significant prison sentences in several cases. CID collaborated with the City's Legal Department to identify and shut down multiple illicit massage parlors operating within Bloomington. This effort included cooperation with local landlords and business owners.

Throughout the year, CID continued to adopt advanced technologies, refine investigative procedures, and pursue specialized training. The division maintains strong relationships with local, state, and federal partners to enhance investigative capabilities and improve public safety.



# REAL TIME INFORMATION AND CRIME CENTER (RTICC)

Analytical Requests

2025  
2,797

2024  
1,820

is comprised of a supervisor and three analysts.

The RTICC became fully operational in 2025, merging the Intelligence Analysis and Crime Analysis functions into a central technology hub. In the RTICC, analysts integrate 14 disparate technologies into a single operational platform for use in analyzing data in real time. Their output provides enhanced situational awareness, rapid decision making and improved incident responses. Analysts provide day to day support to officers and detectives using a variety of sensor networks including Public Safety Cameras, Automatic License Plate Readers, Artificial Intelligence (AI) and geo-spatial information systems. In 2025, analysts conducted a wide range of activities to include:

- Expanded the department-wide emergency response communications space, enabling rapid sharing of live video, images, and investigative information.
- Identified multiple traveling organized retail theft groups, resulting in 18 new investigations.
- Worked with the Parks Department to add Public Safety Cameras at two city parks.
- Partnered with the Bloomington Housing Authority to incorporate shared camera access at two public housing sites.
- Collaborated with the Normal Police Department to establish a shared camera network along city borders.
- Supported three homicide investigations, producing case resolving evidence in two cases.
- Deployed advanced artificial intelligence tools to analyze video and photographs, significantly accelerating suspect identification.
- Achieved national certification for all RTICC analysts through the National Real Time Crime Center Association.
- Presented BPD's RTICC model at national and regional conferences, while hosting representatives from 10 outside agencies seeking best practice guidance.

Through these efforts, the RTICC continues to strengthen investigative capacity, improve response times, and advance the Department's Intelligence-Led approach to policing.



# DRONE TEAM



Drones in Service  
5

Total Flight Hours  
69.5

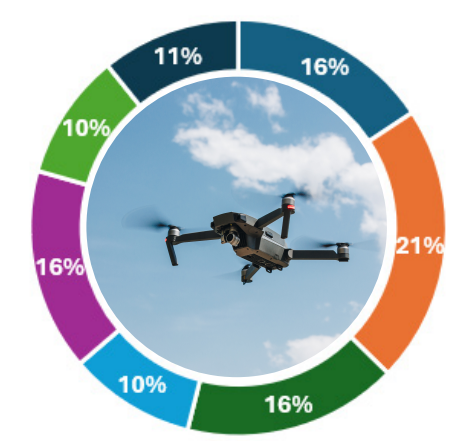
is comprised of two Sergeants and 23 FAA certified pilots

Our agency is increasingly using drones to enhance public safety, improve operational efficiency, and reduce risks to officers and the public. This program provides aerial perspectives in real-time situations to include the use of remote video feeds and thermal imaging to support better decision making in high-risk scenarios. At this time, drones are deployed by officers in the field on a as-needed basis.

In 2025, drone pilots completed 327 training flights and conducted 160 operational flights, supporting activities such as locating fleeing offenders, searching for violent crime evidence, and assisting with public education demonstrations. Additionally, drones were deployed in 26 crash reconstructions, 12 missing person cases and 20 instances where emergency circumstances were present.

BPD continued to expand transparency efforts in regard to the use of this technology by hosting public demonstrations, providing drone training to a variety of groups and publishing flight data, to include locations, in an online transparency portal. The Department is evaluating the feasibility of implementing a Drone as First Responder (DFR) program, which would enable automated drone deployment from fixed sites across the city in response to incoming 911 calls. This system may reduce response times and enhance situational awareness before officers arrive on scene.

Flight Requests by Unit/Division



- 1st Shift Patrol
- 2nd Shift Patrol
- 3rd Shift Patrol
- SWAT Team
- Accident Reconstruction
- Community Engagement
- Detective Division





# NEIGHBORHOOD FOCUS TEAM

is a three officer unit within the Community Engagement Unit.

The Neighborhood Focus Team is a Community Engagement Unit that concentrates on addressing persistent neighborhood issues and improving quality of life in areas experiencing chronic concerns. The team collaborates with residents, local organizations, and other city departments to proactively identify and resolve problems. In 2025, the team addressed issues ranging from nuisance properties to criminal activity complaints, while also supporting citywide community engagement and education initiatives

### Community Development Liaison Officer:

The Community Development Liaison Officer works closely with the City's Community Development Department to support code enforcement, inspections, and property maintenance efforts. The position focuses on identifying and addressing public nuisance issues that affect quality of life across Bloomington

**287** Property Violation Follow-Ups

### Animal Complaint Officer/Towing:

This officer manages reports involving animal bites and enforces applicable city ordinances related to animal ownership. The officer also oversees the tagging and towing of abandoned vehicles throughout the city.

**1,114** Vehicles Towed    **76** Animal Complaint Cases Processed

### Sex Offender Compliance Officer

The Sex Offender Compliance Officer maintains registration records and ensures that individuals required to register remain compliant with state and local requirements. This work includes monitoring addresses, verifying information, and conducting enforcement when violations are identified.

**277** Sex Offender Verifications including 26 arrests



# SWAT & CRISIS NEGOTIATIONS UNIT

SWAT  
Activations  
6

CNU  
Activations  
3

The Special Weapons and Tactics Team consists of 15 specially trained officers dedicated to resolving high risk situations with an emphasis on preserving life. SWAT frequently partners with other tactical teams, the K9 Unit, and Crisis Negotiation Unit (CNU) to strengthen operational readiness across the region.

In 2025, the team officially added a Special Response Vehicle (SRV) to its capabilities. This armored rescue vehicle is designed to enhance officer and civilian safety during incidents involving gunfire or other violent threats. The SRV supports mobility, protection, and response effectiveness during hazardous operations and natural disasters.



In 2025, the Bloomington Police Department formalized a collaborative partnership with the McLean County Sheriff's Office (MCSO) by embedding four full-time MCSO deputies as integrated members of joint SWAT operations. This partnership is a force multiplier and enhances regional tactical capabilities without creating duplicate specialized units. This collaboration allows for increased readiness and efficient resource sharing.

The CNU provides specialized support during high risk incidents involving barricaded subjects, armed individuals, or persons in crisis. In 2025, CNU responded to three incidents—two within Bloomington and one assisting the McLean County Sheriff's Office. Notable activity included the safe surrender of a homicide suspect following a coordinated negotiation effort. The team also participated in the Illinois Crisis Negotiators Conference, where members trained alongside other mental health and criminal justice professionals to enhance deescalation and communication skills. CNU conducts bi-monthly training sessions focused on improving crisis response techniques and empathy based communication.

# SCHOOL RESOURCE OFFICERS

are housed in three schools within Unit 5 and District 87 school systems.

School Resource Officers (SRO) have a diverse role in the local schools, with an officer assigned to Evans Middle School, Bloomington Junior High School, Bloomington High School and one officer that floats between all Bloomington grade schools. They perform three main roles: law enforcement officer, counselor and mentor to children of all ages. All of BPD's SROs have been certified by the National Association of School Resource Officers and serve more than 5,700 students throughout each school.

These officers work collaboratively with school administrators to promote safety, resolve conflicts, and build positive relationships with students and families. Importantly, SROs do not enforce school rules or disciplinary policies, focusing instead on safety, deescalation, and trust building.

During the summer, BPD SROs led the Annual Summer Youth Academy. The participants, nominated by teachers from both school districts, included 28 total youth who successfully completed this violence prevention program and camp. The camp allows our agency and agency partners to connect with students during the summer, making a difference and building relationships in a fun, team-focused, and safe environment. In 2025, Bloomington's SROs were honored with the National Association of School Resource Officers (NASRO) Model Agency Award, jointly with the Normal Police Department. This national recognition highlights agencies that exemplify the NASRO Triad Model through strong training, clear policies, and high professional standards in school-based policing.



# COMMUNITY ENGAGEMENT UNIT

The Community Engagement Unit (CEU) is responsible for initiating new relationships, while also strengthening and maintaining current positive relationships within the community through various methods of outreach, responsiveness, and education.

CEU consists of one sergeant, the Public Information Officer and three officers from the Neighborhood Focus Team. BPD's CEU has once again made significant strides in fostering relationships and enhancing public safety throughout 2025. The CEU participated in 351 community events, up from 310 in 2024 while also engaging with the public at dozens of block parties, community celebrations, and cultural events. CEU also provided 61 public presentations.

All of these events helped strengthen ties with residents, address their concerns, and promoted safety education. BPD held it's second Community Police Academy, which provided a diverse group of twenty community leaders with valuable insights into police operations. This six-session program fostered mutual understanding and collaboration between the police and the community.

Additionally, CEU partnered with several local businesses to collect donated items including new shoes, toiletries, bicycles, and sporting goods. The donations were distributed to local individuals and organizations in need. These efforts reflect the CEU's commitment to building trust, enhancing public safety, and creating a collaborative, welcoming environment between BPD and the community.



Community Events	Coffee With A Cop Events	Neighborhood Walks
351	24	7

# COMMUNITY OUTREACH

is conducted through a variety of means as a way to directly engage with the community.

The Public Information Officer disseminates departmental information to the public through various social media platforms and public presentations. The Department maintained an active presence across several platforms, including Facebook, Twitter, Instagram, YouTube, and Nextdoor. These channels support real time communication, enhance accessibility, and encourage two way dialogue with residents.

**Press Releases**  
**81**

In 2025, the Department expanded its online transparency portal to give residents greater insight into police operations. Enhancements included:

**Social Media Posts**  
**275**

- A drone deployment mapping system showing where and why drones were used.
- A performance metrics dashboard featuring up to date data on 18 key departmental indicators.

These resources support community oversight, help guide policy discussions, and provide data driven context for current and future budget needs. BPD also expanded our community survey tools to gather more detailed and actionable insights from our residents. Beyond digital engagement, the Department continued offering public presentations, attending neighborhood meetings, and hosting informal events aimed at encouraging conversation between officers and residents. These efforts reinforce the Department's commitment to transparency, accountability, and community partnership.

**Facebook Followers**  
**52,000**



# ACCOUNTABILITY

The Bloomington Police Department is committed to fair, impartial, and constitutionally sound policing. The Office of Professional Standards (OPS) oversees internal accountability, investigates complaints, and ensures compliance with departmental policies and professional expectations.

Calls for Service	Complaints	
<b>66,672</b>	<b>30</b>	<b>.04%</b> of calls for service resulted in a complaint against employees

Calls for Service	Use of Force	
<b>66,672</b>	<b>239</b>	<b>.35%</b> of calls for service resulted an officer using force

Number of complaints referred to the Public Safety and Community Relations Board **1**

Number of body-worn camera recordings reviewed **1,254**

Number of vehicular pursuits **1**

# TRUST

Bloomington Police Department uses a post-contact survey system that sends confidential surveys to people after they've interacted with our officer(s) asking them to provide feedback on officer professionalism and overall experience. The data generated is crucial to improving trust and identifying training needs. Since inception, 2,974 citizens have submitted post-contact data. Data shown below reflects responses received in the final 30 days of 2025:

- 96%** of contacts reported being treated fairly
- 95%** of contacts had their questions answered
- 95%** of contacts reported being treated with respect
- 95%** understood what they were told by an officer
- 94%** of contacts felt listened to
- 92%** of contacts reported having a positive view of BPD

# DEPARTMENTAL EFFICIENCIES

In 2025, the Bloomington Police Department implemented a series of strategic improvements to enhance efficiency, strengthen operations, and expand technological capabilities. These initiatives support long term sustainability, improve service delivery, and reduce administrative workload

## ACTION

## RESULT

- Added AI to BPD website — Improve user experience making information easier to find
- Launched RTICC — Deliver immediate actionable information to officers
- Expanded Public Safety Camera Network — Increased situational awareness at highest crash locations
- Expanded drone program — Decreased response times / force multiplier
- Completed Tier II Accreditation — Enhanced professionalism, updated policies, reduced liability
- Completed a long term Axon contract — Long term savings, improved interoperability, enhanced officer safety
- Upgraded facility security — Reduced future liability and improved staff safety
- Created the Police Services Division — Streamlined management and workflow of multiple working groups
- Implemented a 5 year Strategic Plan — Improved planning, budgeting and long term-decision making
- Expanded the BPD Transparency portal — Increased external accountability, increased public trust
- Expanded Internal Operations Hubs — Brought mission-critical insights into offices / units via video feeds
- Launched AI assisted report writing — Saved hours per week, per officer, on daily report writing tasks
- Launched AI assisted language translation — Bridged field-based language barriers, improving engagement
- Launched AI assisted video redaction — Saved hours per week on Freedom of Information Act requests

# CRIME OVERVIEW

↑  
5.7%

OVERALL CRIME

30%

BURGLARIES

26%

VEHICLE THEFT

7%

GUN SEIZURES  
(66)

5%

ASSAULT

46%

SHOOTINGS  
(20)

NIBRS Comparison 2024 vs. 2025

2024 2025 Change

## Crimes Against Persons

Assault Offenses	1507	1433	-5%
Homicide Victims	0	5	
Human Trafficking	0	0	NC
Kidnapping/Abduction	18	17	-6%
Sex Offenses	119	136	14%
<b>Total Crimes Against Persons</b>	<b>1644</b>	<b>1590</b>	<b>-3%</b>

## Crimes Against Property

Arson	6	11	83%
Bribery	0	0	NC
Burglary/Breaking & Entering	175	123	-30%
Counterfeiting/Forgery	48	34	-29%
Destruction/Damage/Vandalism of Property	485	477	-2%
Embezzlement	3	3	0%
Extortion/Blackmail	9	6	-33%
Fraud Offenses	358	395	10%
Larceny/Theft Offenses	907	961	6%
Motor Vehicle Theft	95	70	-26%
Robbery	32	14	-56%
Stolen Property Offenses	15	24	60%
<b>Total Crimes Against Property</b>	<b>2133</b>	<b>2118</b>	<b>-1%</b>

## Crimes Against Society

Animal Cruelty Offenses	3	10	233%
Drug/Narcotic Offenses	86	347	303%
Gambling Offenses	0	0	NC
Pornography/Obscene Material	24	34	42%
Prostitution Offenses	0	7	
Weapon Law Violations	121	134	11%
<b>Total Crimes Against Society</b>	<b>234</b>	<b>532</b>	<b>127%</b>

## Grand Totals

4011 4240 5.7%

As reported to the FBI National Incident Based Reporting System includes all crimes against persons, property, and society. All percentages compared to 2024.



# ACTIVITY CLOCK

**ONE**  
call for service  
every 7 minutes

**ONE**  
burglary  
every 3 days

**ONE**  
theft / larceny  
every 9 hours

**ONE**  
911 call  
every 17 minutes

**ONE**  
gun seized  
every 5.5 days

**ONE**  
crash  
every 5 hours



# 2025 AWARDS AND RECOGNITION

Each year, the Bloomington Police Department honors employees whose exceptional performance, dedication, and service exemplify the values of the organization. In 2025, numerous officers, dispatchers, and civilian staff members received recognition for their professionalism, courage, and contributions to public safety.

## Awarded for Bravery

Ofc. J Behm  
Ofc. A. Chambers  
Ofc. N. VanWaes

## Awarded for Lifesaving

PSD I. Petrilli

## Unit Citation

A/C A. Veerman	A/C C. Wamsley
Sgt. J. Fermon	Sgt. K. Nowers
Ofc. B. Janssen	Det. K. Johnson
Det. M. Krylowicz	D. Hoffman

## Letter of Commendation

Lt. R. Kosack	Ofc. J. Callahan
Sgt. J. Lanphear	Ofc. A. Chambers
Sgt. J. Rizzi	Ofc. H. Clark
Sgt. J. Fermon	Ofc. T. Hallatt
Det. W. Gresham	Ofc. T. Turner
Det. T. Klein (2)	Ofc. R. Hilliard (2)
Det. T. Marvel	Ofc. B. McCall
Det. K. Raisbeck	Ofc. B. Endereli
Det. B. Merritt	Ofc. J. Zavala
Det. R. Strebing (2)	Ofc. S. Busch (2)
Det. P. Swanlund (3)	Ofc. T. Elston (2)
Det. D. Ashbeck	Ofc. R. Fryman (3)
Det. P. Diaz (2)	Ofc. N. VanWaes (2)
Det. L. Fosdick	Ofc. B. Bunch (2)
Det. J. Gaffney (2)	Ofc. C. Followell
Det. T. Jones	Ofc. C. Rueb
Ofc. J. Pippins	Ofc. A. Freshour (3)
Ofc. T. Turner	Ofc. K. Steck
Ofc. T. White	PSD E. Reed
Ofc. E. Hurt	PSD M. Lee
Ofc. J. Behm (2)	

## Officer of the Year (John Atteberry Award)



Ofc. T. Turner

## Civilian of the Year



CDA C. Fever

## Dispatcher of the Year



PSD B. Jones





## Regular Agenda Item No. 8.B.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on an Ordinance Authorizing the Approval and Execution of a Purchase and Sale Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for the Market St. Garage Property Located at 202 West Market Street (PIN: 21-04-187-009), as requested by the Administration 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

**Goal 6.** Prosperous Downtown Bloomington

**Objective 6c.** Downtown becoming a community and regional destination

**Background:** The redevelopment of the Market St. Garage site at 202 W. Market Street represents the latest in a string of ongoing transformational projects in Downtown Bloomington and should be seen as a critical piece in addressing Downtown parking needs. This Purchase and Sale Agreement provides for the City to transfer the existing Market St. Garage property to Connect Transit for a nominal fee, with Connect demolishing the structure and constructing at its sole expense a new multi-level facility that includes a Transportation Transfer Station ("TTS"), new Downtown Office for the Bloomington Police Department and a ground-floor Public Parking Facility with 85 - 95 parking spaces. The agreement also calls for the City to contribute up to \$176,043 more towards the final design which will place the total amount spent (\$358,713) below the amount previously authorized by the City Council (\$452,178) if the entire amount is spent.

The Lease Agreement, also being considered as part of this agenda, grants the City long-term operational control of the parking facility and police office space with the right to lease parking spaces and collect revenues.

The design that the City and Connect Transit have mutually advanced represents a major leap forward for the downtown transportation network. It replaces the current outdoor "bus stop" and an aging garage that has gone past its useful life with a multimodal facility that will anchor the west edge of Downtown and support surrounding economic activity. One of the most exciting aspects is the architectural direction of the new design: a blend of historic downtown Bloomington design cues (brick/arches, etc.) with contemporary elements that communicate forward momentum.

Designs are currently at 60% completion. The 85 - 95 parking spaces at the new Transit Station site provide a key piece of downtown's parking supply and are part of a larger system,

which also includes:

- New parking to be developed in partnership with Lifelong Access as part of its new campus project.
- Additional parking improvements at the Front & Center site, which will add strategically located public spaces.
- Changes to all-day on-street parking in the area and throughout Downtown.

This development arrives at a time of significant revitalization throughout the downtown area. The Market Street development will complement several major initiatives that are reshaping Bloomington's urban core, including:

- Downtown for Everyone Streetscape Project - This multi-phased project is currently under construction and will bring a new look, feel and energy to the City's Downtown while replacing aging infrastructure.
- Urban Equity Properties' Redevelopment - This development will bring 180+ apartments, a restaurant, food hall, and retail to the former State Farm Fire Building.
- 217 W. Jefferson Redevelopment - Redevelopment of the former Pantagraph Print Building includes 8-Bit Arcade, a retro-style arcade and bar, and the innovative Hockey Foundry, a training facility built around synthetic ice, allowing for year-round skating, shooting, and skill development.
- Former CVS Building/210 N. Center St - This project, now under construction, will bring a mix of first-floor commercial and residential on upper floors.
- Activity at Grossinger Motors Arena/BCPA - Activity at the Arena is up significantly, driven by the arrival of the Bloomington Bison and a larger lineup of concerts and events. The BCPA has recently hosted its highest-attended show ever and has had multiple sold-out performances over the past two years. In December, it ranked in Pollstar's top 10 for ticket sales among similarly sized venues.
- Care Collective - This multi-million-dollar redevelopment is repurposing the former Pantagraph building at 301 W. Washington St. into a one-stop hub serving youth and adults with disabilities. The project represents a partnership with Lifelong Access, Chestnut Health Systems, the Regional Office of Education, and other community partners.

**Community Groups/Interested Persons Contacted:** Connect Transit and the City have had a public outreach campaign as part of the design process to include several community based organizations, downtown residents and business owners.

**Financial Impact:** If approved, this and the associated lease agreement, when joined with other agreements, are expected to result in the City spending an estimated \$1 million to \$1.5 million to obtain needed area parking instead of what had been estimated at roughly \$12 million. The garage is being sold to Connect Transit for \$10, with demolition also being carried out by Connect Transit, a cost estimated several years ago at more than \$700,000.

**Attachments:**

1. Ordinance - Sale and Purchase Agreement

2. Ordinance - Exhibit A - Purchase and Sale Agreement
3. Agreement Exhibit C - Lease Agreement

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT) FOR THE MARKET ST. GARAGE PROPERTY LOCATED AT 202 WEST MARKET STREET (PIN: 21-04-187-009)**

**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 owns the property located at 202 W. Market Street, commonly known as the Market Street Garage (“Property”); and

**WHEREAS**, the Bloomington-Normal Public Transit System, doing business as Connect Transit (“Connect Transit”), seeks to acquire and redevelop the Property as part of a multi-level facility that will include a Transportation Transfer Station (“TTS”), a Downtown Satellite Facility (“DSF”) for the Bloomington Police Department, and a Public Parking Facility (“PPF”) consisting of approximately eighty-five (85) to ninety-five (95) ground-floor parking spaces; and

**WHEREAS**, the City and Connect Transit have collaborated to design a hybrid architectural concept that blends traditional downtown design elements with modern features, creating a facility that enhances the character and appearance of the downtown environment; and

**WHEREAS**, the new facility will significantly improve service for the estimated 1,500 transit passengers who transfer buses downtown each day, and will provide needed public parking and a police satellite space as part of a coordinated civic investment; and

**WHEREAS**, under the Purchase and Sale Agreement, Connect Transit will construct the TTS, DSF, and PPF at its sole expense, and the City will retain long-term control of the PPF and DSF through a 99-year lease, as set forth in the companion Lease Agreement attached as Exhibit C to the Purchase and Sale Agreement; and

**WHEREAS**, the City Council finds that entering into the Purchase and Sale Agreement is in the best interests of the City and supports downtown mobility, safety, and revitalization.

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

**SECTION 1.** The Purchase and Sale Agreement between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit), attached hereto as Ordinance Exhibit A and incorporated by reference, is hereby approved.

**SECTION 2.** The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement and all associated documents, including the Lease Agreement.

**SECTION 3.** The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

**SECTION 4.** This Ordinance shall take effect immediately after approval and publication as required by law.

**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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**ORDINANCE EXHIBIT A**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of April, 2026 (“**Effective Date**”), by and between the **CITY OF BLOOMINGTON**, an Illinois municipal corporation and home rule unit of local government with offices located at 115 E. Washington Street, Bloomington, Illinois (“**Seller**”), and **BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM doing business as Connect Transit** an Illinois Intergovernmental Agency, with offices located at 351 Wylie Drive, Normal, Illinois (“**Purchaser**”) (collectively, the Seller and Purchaser are the “**Parties**” and, sometimes, individually, a “**Party**”).

### RECITALS

**WHEREAS**, the Seller owns certain parcel of real property which is currently occupied by a public parking structure and related improvements, located at 202 West Market Street Bloomington, Illinois, commonly referred to as the Market Street Garage, which property is legally described in Exhibit A (collectively, “**Property**”); and

**WHEREAS**, Purchaser wishes to acquire and redevelop the Property as a transfer station and is willing to include within the design Seller-controlled parking and a police satellite facility adequate to meet the needs of the Seller; and

**WHEREAS**, the Parties have agreed that in exchange for Seller transferring ownership of the Property to Connect, and Purchaser will, except as otherwise set forth herein, construct at its sole expense, a multi-level facility (“**Premises**”) on the Property that will include a Transportation Transfer Station (“**TTS**”) and (2) a downtown satellite facility (“**DSF**”) for the exclusive use of the Bloomington Police Department on the upper (street) level and a public parking facility (“**PPF**”) with eighty five (85) to ninety five (95) parking spaces on the ground floor; and

**WHEREAS**, upon completion of construction, the Purchaser shall operate the TTS, and the Seller shall have exclusive control of the PPF and the DSF as further set out in the terms of the Lease Agreement attached as Exhibit C; and

**WHEREAS**, the Seller is authorized to enter into this Agreement pursuant to, among other sources of authority, the Seller’s home rule powers and local ordinances; and

**WHEREAS**, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser’s acquisition of the Property;

### AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

**1. Recitals and Exhibits.** The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this Agreement are incorporated herein by this reference.

**2. Property to be Purchased.** Subject to compliance with this Agreement's terms and conditions, Seller agrees to convey, and Purchaser agrees to purchase the Property from Seller.

**3. Consideration.**

(a) The purchase price for the Property shall be **Ten (\$10.00) Dollar** ("**Purchase Price**") plus other valuable consideration as further set out herein.

(b) As additional consideration for the purchase of the Property, Purchaser agrees to enter into a 99-year lease with the Seller, commencing as soon as construction of the Premises permits, allowing the Seller to continue to operate a public parking facility on the Property as further outlined below, under the terms set out in the Lease Agreement attached hereto as Exhibit C.

(c) Purchaser shall, at its own expense, demolish the existing structure and construct the Premises, which shall include at least one level of parking on the ground floor with access from Market Street. The ground floor shall contain 85 to 95 parking spaces, which shall be leased to and under the exclusive control of the Seller, with twelve (12) spaces reserved for the Purchaser, with additional spaces made available for meetings of the Purchaser's Board, and for other Purchaser activities as mutually agreed to by the Parties. Additionally, the street level shall include a Bloomington Police Department Downtown Satellite Facility ("DSF"), the design of which shall be subject to the Seller's approval as well as the Transportation Transfer Station (TTS). The construction of the Premises, including the TTS, PPF, and DSF, shall be undertaken and completed at the sole cost and expense of the Purchaser. Seller agrees to contribute to the cost of design as set out below.

(d) The Seller has already contributed approximately \$182,670.00 toward the design of the Premises. The Seller agrees to contribute up to an additional \$176,043.00 toward the final design, for a total maximum contribution of \$358,713.00 toward the overall design costs of the Premises.

**4. Closing.** The closing of the purchase and sale of the Property ("**Closing**") will occur on \_\_\_\_\_, 2026, at the offices of Chicago Title Insurance Company ("**Title Company**"), or such other place and time as may be agreed upon by the Purchaser and the City Manager ("**Closing Date**").

**5. Title and Survey.**

(a) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Property is satisfactory for the Purchaser's purposes.

(e) No later than five (5) days after Effective Date, the Seller shall cause to be delivered to the Purchaser any plat of survey of the Property in the Seller's possession ("**Existing Survey**"). Purchaser shall be responsible, at its sole cost, for preparing any additional survey ("**Survey**") necessary for the Purchaser's or the Title Company's purposes.

(f) Within five (5) days after the Effective Date, Seller will order a title commitment from the Title Company, dated within thirty (30) days of the Effective Date, and the Seller will deliver to the Purchaser an Alta Form B title commitment (“**Title Commitment**”) for an owner’s title insurance policy including copies of all underlying recorded documents issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller. Within ten (10) days of receiving the Title Commitment, the Purchaser will notify the Seller (“**Purchaser Title Notice**”) of any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser (“**Unpermitted Exceptions**”). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and Exhibit B to this Agreement will be modified accordingly. At least five (5) days before the Closing, the Seller will obtain a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment and the cost of all endorsements shall be paid by the Seller. All required state, county, transfer taxes shall be paid by the Seller and municipal transfer taxes, if any, shall be paid by the party as stated by local ordinance.

**6. Representations.** Except as otherwise stated in this agreement, including the exhibits attached hereto, no representations or warranties have been made or are made and no responsibility has been or is assumed by seller or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of seller as to the condition or repair of the property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the property or the condition, repair, value, expense of operation or income potential of the property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives, are merged in this agreement and the exhibits hereto, which alone fully and completely express their agreement, and that this agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this agreement or the exhibits attached hereto.

A. **Seller Representations.** To induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date and survive the Closing for a Period of nine months.

1. Seller has the legal power, right, and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.
2. All parking rights in the parking structure have been terminated effective April 1, \_\_\_\_, 2026. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the premises are outstanding. The Property will be delivered vacant, at the closing.

3. To the best of Seller's knowledge, the Property is tax exempt.
4. There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any third party.
5. To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

Zoning and Waiver of City Fees. Purchaser acknowledges that the Property is not currently zoned for Purchaser's intended use. Purchaser shall be solely responsible for applying for and obtaining all necessary zoning approvals, permits, and entitlements required to construct and/or operate the Premises. The City agrees to waive any applicable municipal application or connection fees and to reasonably cooperate with Purchaser in connection with the zoning and permitting process.

6. The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.
7. All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.
8. Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:
  - a) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.
  - b) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonably adequate liability insurance covering liability for personal injury or property damage

to the extent and in the manner customary for Property of its character.

**B. Purchaser Representations.** To induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date:

1. This Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;
2. There are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;
3. Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders

## **8. Condition of Property.**

(a) Purchaser acknowledges that it is fully aware of the current condition of the property, and agrees to accept the property in “as is” condition at the time of closing, including, without limitation, any defects or environmental conditions, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- 1) the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or development of the Property, including, without limitation, the Seller;
- 2) the habitability, merchantability, marketability, profitability or fitness of the Property for any use or purpose.

(b) The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section shall survive Closing.

(c) It is understood and agreed by the Seller that the property shall be delivered vacant and not subject to any leases, licenses or other use agreements at the closing. Any parking agreements shall be terminated prior to closing. Agreement to this arrangement and term is a condition precedent to each Party proceeding with the purchase of the Property.

**9. Taxes and Special Assessments.** The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.

**10. Closing Costs; Related Fees.** Except as provided herein, the Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, including escrow costs and fees.

**11. Seller's Obligations at Closing.** At or prior to the Closing Date, Seller shall deliver the following:

(a) a duly recordable warranty deed to the Property with all stamps affixed thereto conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(c) an ALTA Statement, on Title Company's standard form, executed by Seller;

(d) an affidavit stating that there is no property manager at the Property; and

(e) Deliver to Title Company a settlement statement; and

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

(g) Delivery of an executed lease agreement for the lease of a public parking structure to be constructed, managed and maintained by Seller and located below the transportation transfer facility to be constructed, managed and maintained by Purchaser.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days before the Closing Date for the Purchaser's approval.

**12. Purchaser's Obligations at Closing.** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price, and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing. Purchaser shall also Deliver an executed lease agreement for the lease of a public parking structure to be located on the ground floor, and a downtown satellite facility (DSF) located at street level, both to be managed and maintained by Seller, with the provision that the transportation transfer facility (TTF) shall be managed and maintained by Purchaser. A copy of the proposed Lease Agreement for the public parking structure is attached as **EXHIBIT C**.

**13. Possession, Security, and Schedule.** Seller shall deliver legal fee simple title to the Property, together with the right of reversion, to Purchaser at Closing. Upon closure of the parking facility currently located on the Property, Seller shall, at its sole expense, take all necessary steps to secure the Property for a period of six (6) months, or until Purchaser is ready to commence demolition of the existing structure, whichever occurs first. If Purchaser is not ready to commence demolition within the initial six (6) month period, the Parties shall share equally the cost of securing the Property for an additional period of up to six (6) months. If demolition has not commenced within twelve (12) months from the Effective Date of this Agreement, Purchaser shall be solely responsible for all costs associated with securing the Property from that point forward, until the existing structure is demolished and the new Premises is completed. Purchaser agrees to make every reasonable effort to commence the demolition and to complete the construction as soon as practicable.

**14. Deed and Right of Reversion.** Seller shall deliver at Closing a warranty deed conveying a fee simple determinable estate, granting title to Purchaser so long as the Property and any premises located upon it is thereafter continuously used as a public transportation transfer station and public parking facility. Should Purchaser cease to operate a TTS facility on the Property at any time, title to the Property shall automatically and immediately revert to the Lessee without the need for further action. The deed shall expressly include this condition and state that the estate granted is determinable, with reverter rights held by the Lessee and subject to the interests of the Federal Transportation Administration and the Illinois Department of Transportation.

**15. Conditions to the Seller's Performance.** The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement if:

(a) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind; or

(b) Any material misrepresentation is made by the Purchaser.

**16. Conditions to the Purchaser's Performance.** The Purchaser shall have the right to, at the Purchaser's sole discretion, to terminate the Agreement if:

(a) Any material misrepresentations made by the Seller.

(a) **16. Indemnification.** The Purchaser agrees to indemnify and fully protect, defend, and hold harmless the Seller and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, brokers, successors or assigns from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against any of the Seller Parties resulting from or arising out of: Inspections, repairs, or demolition of the Premises made by the Purchaser or its agents, employees, contractors, successors or assigns; and

(b) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing, if any, except to the extent caused by the willful or intentional act of the Seller. This Section shall survive Closing.

**17. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing shall have no bearing or effect on this agreement.

**18. Discharge.** Seller's delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement, except those obligations that survive closing or that are created by the Lease.

**19. Brokerage.** Seller has not contract with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Purchaser has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. The Parties represent to each other that no brokerage fee is due to anyone because of this sale and agree to hold each other harmless from any such claim. The provisions of this Section shall survive Closing.

**20. Remedies.** Except as provided in Section 6(b), if either Party defaults in the performance of this Agreement, the non-defaulting Party's exclusive remedies shall be to either: (i) terminate this Agreement and, in the case of a Purchaser default, the Seller will retain the Earnest Money; or (ii) pursue specific performance. Except as provided in Section 6(b), Seller

and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages, excluding the Earnest Money as a result of any breach of this Agreement.

**21. Miscellaneous.** The following general provisions govern this Agreement.

(a) No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement, provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in McLean County, Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered by email, or Overnight mail addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

**If to Seller:**

**City of Bloomington  
c/o Mr. Jeff Jurgens  
City Manager  
115 E. Washington Street, Suite 401  
Bloomington, Illinois 61701**

**With a Copy to:**

**City of Bloomington  
c/o Christopher J. Spanos  
Corporation Counsel  
115 E. Washington Street, Suite 401  
Bloomington, Illinois 61701**

**If to Purchaser:**

**With a Copy to:**

Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party without the prior written consent of the other Party.

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

(g) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

(h) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement, including the terms and conditions of the Lease attached as Exhibit C, which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

(i) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

(k) Force Majeure. Whenever performance must be delayed at any time by a Force Majeure Event (as defined below), then the Party delayed from performing shall be excused from performance: 1) only after delivery of notice to the other Party, which notice shall identify the nature of the Force Majeure Event and the anticipated duration of the delay due to the Force Majeure Event; 2) only during the duration of the Force Majeure Event; and 3) only so long as the Party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

For the purposes of this section "Force Majeure Event" shall mean strikes, lockouts, acts of God, damage due to fire or other casualty, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure Event shall not include

delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. In no event shall an increase in costs or other financial considerations be considered a Force Majeure Event.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**  
**BLOOMINGTON NORMAL PUBLIC**  
**TRANSIT SYSTEM**

**ATTEST**

\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

**SELLER:**  
  
**CITY OF BLOOMINGTON**  
an Illinois Municipal Corporation

**ATTEST**

\_\_\_\_\_  
Name: Jeff Jurgens  
Title: City Manager  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Leslie Smith-Yocum  
Title: City Clerk  
  
Date: \_\_\_\_\_

Exhibit A

**Property's Legal Description**

Legal Description to be supplemented by Title Commitment.

P.I.N.: 21-04-187-009

Address: 202 W. Market Street Bloomington Illinois

Exhibit B

**Permitted Exceptions**

[To be attached later]

Exhibit C

**LEASE AGREEMENT**

## LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2026 between **Bloomington Normal Public Transit System, an Illinois intergovernmental agency, doing business as Connect Transit**, hereinafter referred to as "**Lessor**," and the **City of Bloomington, Illinois, a home rule unit of local government**, hereinafter referred to as "**Lessee**."

## RECITALS

**WHEREAS**, Lessor and Lessee (hereinafter the "Parties") entered into a Purchase and Sale Agreement ("Sale Agreement"), a copy of which is attached hereto as Exhibit A, through which the Lessor purchased from the Lessee the parcel of property located at 202 West Market Street, Bloomington, Illinois, (hereinafter referred to as the "Property"); and

**WHEREAS**, Lessor has agreed to purchase the Property from the Lessee for the purpose of constructing a new facility (the "Premises"), which will include: (i) a transportation transfer station ("TTS") to be operated and controlled exclusively by the Lessor; and (ii) a public parking facility ("PPF") containing a minimum of eighty-five (85) to ninety-five (95) parking spaces, located on the ground floor, and a police security office ("PSO") consisting of approximately one hundred fifty (150) square feet, located within the TTS facility and to be built out by Lessee at Lessee's expense, with both the PPF and PSO to be operated, maintained, and controlled by the Lessee; provided, however, that the PSO may, upon mutual agreement of the parties, be made available for use by the Bloomington Police Department as a downtown satellite security office in connection with security for the TTS and surrounding area; and

**WHEREAS**, the Sale Agreement provides that Lessor shall develop the Property at Lessor's sole expense, including the cost of construction of the TTS, the PPF, and the PSO, all in accordance with plans mutually developed and approved by the Parties; and

**WHEREAS**, the Parties intend that this Lease shall commence as soon as construction of the Premises permits, allowing the Lessee to operate the PPF and the PSO as soon as the construction schedule will reasonably allow; and

**WHEREAS**, Lessor and Lessee have cooperatively engaged architectural, engineering, and other professional services necessary to design the Premises to include the TTS, the PPF, and the PSO; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, it is agreed between the parties as follows:

1. **Recitals and Exhibits**. The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this Lease are incorporated herein by this reference.

2. **Description of Premises, Leasing and Use of Public Parking Facility**. As further described herein, Lessor leases to Lessee and Lessee leases from Lessor the PPF and the PSO

constructed on the ground floor of the Premises as further described in the Purchase Agreement attached hereto as Exhibit A.

**Commonly known as:**

Market Street Parking Garage  
202 West Market Street,  
Bloomington, Illinois 61702

**TAX ID#:**

See also a copy of the Plat of Survey attached hereto as Exhibit B. The real estate is hereafter referred to as the “**Property.**”

3. **Term of Lease.** The term of this Lease shall be ninety-nine (99) years to begin on the \_\_\_ day of \_\_\_\_\_, 2026 and shall terminate on the \_\_\_ day of \_\_\_\_\_, 2125.
4. **Rental.** Lessee shall pay the sum of ten dollars per year as basic rent. City may pay the annual rent for the term of this Lease (99 years) in advance.
5. **Right of Reversion.** If, at any time during the term of this Lease or any renewal thereof, the Lessor ceases to operate, or causes operations to cease, of a transportation transfer station on the Property, then ownership of the Property shall automatically revert to the Lessee, without the need for further action, as provided in the Sale Agreement and the deed executed in connection with the conveyance of the Property. Such right to reversion shall be subject to the Federal Transit Administration’s remaining federal interest in the Property at the time of reversion and/or the Illinois Department of Transportation’s remaining state interest in the Property at the time of reversion.
6. **Option(s) to Extend.**
  - A. Provided Lessee shall not be in default in payment or performance of this Lease and provided this Lease has not been previously terminated, Lessee shall have the right to renew the Lease five (5) times for additional ten (10) year periods under the same terms and conditions.
  - B. Following the initial term of the Lease, and at the expiration of any subsequent renewal term, the Lease will automatically renew for a period of ten (10) years unless the Lessee provides the Lessor with at least 60 days' notice of its intent to terminate the Lease prior to the expiration of the current term.
  - C. Rent shall remain the same throughout the Lease period and shall not be increased during any extension period.
7. **Condition of Structure at Commencement of Term.** Lessee has examined the Structure prior to the execution of this Lease and knows the condition thereof

**8. Maintenance and Repairs.** The Parties agree to do nothing to permit a mechanic's lien to be filed against the Property. Lessee agrees to maintain the PPF and the PSO throughout the term of the Lease. Lessee acknowledges that Lessor shall not have any responsibility under this Lease for maintenance or repairs as to that portion of the Property used by Lessee for public parking purposes. Lessor agrees to maintain the TTS and the common areas of the Premises throughout the term of the Lease. Lessor acknowledges that Lessee shall not have any responsibility under this Lease for maintenance or repairs as to that portion of the Property used by Lessor for TTS purposes. The parties agree to create a separate instrument detailing areas of maintenance, repair or replacement for each party and areas of joint responsibility if any. The Parties will work in concert to ensure that any interruption as a result of required maintenance and/or repairs will be performed in a way to minimize as is reasonably practical any adverse effect on the Parties' goals and operations.

**9. Remodeling, Alterations and Modifications.** The Parties have agreed to collaborate on the design and construction of the Premises, including both the TTS and the PPF. However, following the initial design and construction, the Lessee shall have the right, at its sole discretion and expense, to remodel, redecorate, and/or make any necessary changes to the PPF to suit its needs. Likewise, the Lessor retains the right, after the initial design and construction, to remodel, redecorate, or make any necessary changes to the TTS to make it more suitable for the Lessor's purposes, at its sole discretion and expense.

Both the Lessee and the Lessor must provide the other party with at least 60 days' notice prior to commencing any major improvements, repairs, remodeling, or other construction activities on the Premises. All work undertaken by or on behalf of either party must be carried out in a manner that minimizes disruption to the other party's operations (the TTS or PPF) as much as reasonably possible. Any work that could adversely impact transit or public parking functions may only be performed when necessary for public safety purposes or essential to the operations of either the TTS or the PPF to comply with state law that requires that a public property entity must exercise ordinary care to maintain its property in a reasonably safe condition for the use in the exercise of ordinary care of people whom the entity intended and permitted to use the property. Such work must be coordinated with the other party to minimize any impact on services and requires the other party's approval, which shall not be unreasonably withheld. For the purposes of this Lease, "major improvements, repairs, remodeling, or other construction activities" refers to any work expected to take more than 30 days to complete.

The Sale Agreement and this Lease set forth the intent of the parties for the future use of the Premises and areas of responsibility concerning improvement of the Property including the Premises. This lease is an integral component of the Sale Agreement. A copy of said Sale Agreement is attached hereto as Exhibit A for reference. All alterations, improvements and changes Lessee may desire to make to the leased PPF, shall be done by Lessee at Lessee's expense. The Lessee shall be responsible for the expenses associated with design, construction and maintenance of the PPF.

Once the original construction is completed, any improvements made in connection with the TTS shall be at the expense of Lessor and be subject to the interest of the Federal Transit Administration in such Property, and any improvements made in connection with the PPF or the PSO shall be at the expense of Lessee.

All work done by either party shall be done in a safe and workmanlike manner by safe and competent workers under adequate supervision and shall be done with new and good quality materials. All work shall be performed in compliance with all building codes and any other

governmental regulation including but not limited to requirements of prevailing wage. The Party at whose instance the work is being performed shall carry, or cause its contractor to carry, adequate liability coverage and worker's compensation insurance covering all workers employed against injury or death, which insurance shall cover any liability of either Party arising out of such work.

10. **Operation of the Public Parking Facility (PPF).** Lessee shall have the exclusive right to control and maintain the PPF, including access to the facility. Lessee shall have the right to lease or license the use of all parking spaces regardless of location, of which up to twelve (12) parking spaces shall be specifically designated for use by Lessor. In the event the Lessor requires temporary or additional parking spaces beyond those allocated herein, the Lessee agrees to negotiate in good faith to make such spaces available on terms mutually acceptable to both parties. Lessee shall be responsible for these leases and licenses granted for such use to third parties, if any, and shall keep all payments, rents, fees, and other income generated by such leases and licenses. Lessor hereby consents to Lessee's right to lease, license, and otherwise make such space available to 3<sup>rd</sup> parties on such terms and conditions as determined by Lessee, provided however no lease or license for such space shall exceed the term of this lease.

11. **Compliance with the Law.** Lessee shall comply with all governmental regulations and statutes, and with all lawful requirements, affecting the operation of Lessee's business either now or in the future and/or with respect to any alterations, improvements and/or construction for which Lessee is responsible for performing under the Agreement and/or this Lease. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any claims for loss, costs, expenses, injuries, penalties, damages or charges imposed during or incurred on account of violation of any law, ordinance or requirements of any governmental authorities, whether occasioned by the action or neglect of Lessee or any of the Lessee's patrons, subtenants, agents, employees or contractors hired by Lessee then upon or using the PPF or the Public areas of the Property for which Lessee is responsible under this Lease for maintaining. This agreement to indemnify, defend and hold harmless does not apply to any claims for injuries, damages, expenses or penalties of any sort arising out of or related to a violation of any law, ordinance or requirements of any governmental authorities, whether occasioned by the action or neglect of Lessor or any of the Lessor's patrons, subtenants, agents, employees, or contractors then upon or using the TTS, claims for which if made against the Lessee, the Lessor agrees to indemnify, defend and hold harmless the Lessee.

12. **Trash Removal, Utilities, and Snow Removal.** Lessee shall pay for all trash removal, and all utilities of every description required for the PPF during the Lease term, including but not limited to heat, air conditioning, electricity, hot and cold water, sewer benefit taxes and sanitary district user charges. Lessee will be responsible for all snow removal for all areas on the Property, including all public rights of way and all common areas such as sidewalks, plaza areas, landscape areas and other exterior common elements used by the general public on the Property. Lessor shall pay for all trash removal, telephone installation and service, and all other utilities of every description required for the TTS during the Lease term, including but not limited to heat, air conditioning, electricity, hot and cold water, sewer benefit taxes and sanitary district user charges necessary for operation of the transfer station, its parking facilities, offices and other transit related services. Lessor agrees to be liable for any and all damage caused by freezing water pipes as a result of failure to keep the TTS adequately heated.

13. **Mutual Indemnification and Insurance.**

- a. Insurance. Each party agrees to obtain and maintain at its own expense the following insurance coverage during the term of the Lease:
- i. General Liability Insurance: Each party shall maintain a minimum of not less than One Million Dollars (\$1,000,000.00) in general liability insurance coverage, naming the other party as an additional insured.
  - ii. Property damage insurance: in an amount of not less than One Hundred Thousand Dollars (\$100,000.00)
  - iii. Property (Fire) Insurance: Each party shall maintain insurance covering its own property and interests against loss or damage, including fire, theft, and vandalism, and shall name the other party as additional insureds during the term of the lease.
- b. Inflation. The parties recognize that due to inflation and other factors this limit of insurance may become inadequate to properly insure future risks during the term of this Lease. Therefore, the Parties agree to engage in good faith negotiations in years ten (10), twenty (20), and thirty (30) of this Lease to determine an appropriate limit of insurance to adequately address the then current liability risk, and the Parties agree to increase their respective limits of liability insurance coverage accordingly.
- c. Certificates of Insurance. Each party shall provide the other with certificates of insurance evidencing the required coverage within [number of days] days of the effective date of this Agreement and upon renewal of policies.
- d. Indemnification. The Parties agree to indemnify, defend, and hold harmless the other party from and against all liability, claims, demands, actions and suits and from all costs, damages, expenses, or judgments and reasonable attorney's fees for or arising out of any injury to or death of any person or damage to the property of any person arising from or in connection with the indemnifying party's use and occupancy of the Premises, or from the operations, acts or omissions, negligence or improper conduct of the indemnifying party or any of its agents or employees, or from its breach of any provision of this Lease, except to the extent caused by the negligence or misconduct of the indemnified party.
- e. Notice of Claims. Each party shall promptly notify the other in writing of any claims, losses, or incidents that may lead to a claim under this Agreement.
- f. Waiver of Subrogation. Each party waives any rights of subrogation against the other for claims covered by insurance. Each party shall ensure that its insurance policies reflect this waiver.
- g. Hazardous Substances. Lessee represents and warrants that it will not keep or dispose of "Hazardous Substances" (as hereinafter defined) upon the PPF, except in accordance with applicable law, nor will it keep or dispose of any asbestos, polychlorinated biphenyls (PCB's), lead base paints or petroleum products, including crude oil, or any fraction of it, and any natural gas, natural gas liquids, synthetic gas,

and liquefied natural gas on the Premises, except in accordance with applicable law. For purposes of this paragraph, the term "Hazardous Substances" means any substances which are hazardous substances as defined by the federal Comprehensive Environmental Response, compensation and Liability Act of 1980 and amendments thereto.

14. **Default by Lessee.** Lessee shall have breached this Lease and shall be considered in default hereunder if (a) Lessee fails to pay any rent when due and does not make the delinquent payment within ninety (90) days after mailing of notice thereof from Lessor; or (b) Lessee fails to perform or comply with any of the agreements, covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after mailing of notice thereof from Lessor. In the event of a breach of this Lease, Lessor shall have the right forthwith to declare this Lease terminated and to recover possession of the PPF and to exclude Lessee therefrom. This Lease shall not become an asset in any bankruptcy proceedings. The remedies herein given Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. Lessor may pursue any rights or remedies provided by law. Lessee's obligation to pay the rent during the full term of this Lease, or any extension or holdover tenancy, shall not be waived, released or terminated by service of any Ten Day Notice, Demand for Possession, notice that the tenancy will be terminated on the date therein named, by institution of any action of forcible detainer or ejection, or judgment for possession that may be rendered in such action, or any other acts resulting in termination of Lessee's right to possession of the PPF.

It is agreed by the parties that after service of Notice or commencement of a suit, or after final judgment for possession of the PPF, Lessor may receive and collect any rent due, and payment of rent shall not waive or affect said notice or judgment. If default should be made in payment of rent, or any portion thereof, or in any of the covenants and conditions herein contained to be kept by the Lessee, and this Lease shall thereafter be terminated by Lessor because of such default, Lessor shall then be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in reletting the leased PPF during the unexpired term of the Lease will be credited to Lessee's account. Any amount received in excess of Lessee's obligation to pay hereunder shall be retained by Lessor.

15. **Abandoning Premises or Personal Property.** Lessee shall not vacate or abandon the PPF at any time during the term, but if Lessee does vacate or abandon the PPF or is dispossessed by process of law, any personal property belonging to Lessee and left on the PPF shall be deemed abandoned, at the option of the Lessor, and shall immediately become the property of Lessor, at its option. Any such abandonment shall not relieve Lessee of any obligation to pay any amount due as rent or otherwise under this Lease.

16. **Lessor Covenants.** Lessor covenants and agrees that Lessee shall, as long as Lessee shall pay the rentals and perform and carry out Lessee's other obligations hereunder, peaceably and quietly have and enjoy the PPF without interference or hindrance whatsoever.

17. **Default by Lessor.** Lessor shall have breached this Lease and shall be considered in default hereunder if Lessor fails to perform or comply with any of the agreements, covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after mailing of notice thereof from Lessee. In the event of a breach of this Lease, Lessee shall have the right to pursue any remedies allowed by law.

18. **No Waiver of Default.** Any failure by either party to insist upon the prompt and immediate performance of the terms and provisions of this Lease shall not be considered or held to be a waiver of any of their respective rights or obligations, nor shall the performance by Lessor of any obligation of Lessee be considered as a waiver. No waiver of any claimed default shall be deemed effective except as the same is stated in writing, signed by the party making the waiver, and setting forth in substance the alleged default that is waived and no waiver shall be deemed to be a precedent as to any other or to future claimed defaults.

19. **Assignment and Sublease.** Lessee will not assign or sublease its interest in this Lease without the consent of Lessor. No assignment or sublease by Lessee shall adversely impact transit operations.

Nothing herein shall interfere with the Lessee's opportunity to allow other parties to use the PPF and allow the Lessee to charge other parties for said use.

20. **Successors.** All rights and liabilities hereby given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing.

21. **Notice.** Whenever in this Lease notice is required or desired to be given by either party to the other, such notice shall be in writing and signed by the party, giving the name of the duly authorized agent. Any such notice shall be deemed properly given and effective when deposited for mailing, postage prepaid, by first class mail to the other party at such address as such other party may have theretofore designated in writing. Unless and until a different address shall be so designated, any notice intended for Lessor or for Lessee shall be mailed to the addresses specified after their signatures.

22. **Modification or Alteration.** No modification, change or alteration in this Lease shall be effective except such as may be in writing signed by the parties, and stating that it is a modification, change, or alteration in this Lease. No custom or usage of the business in which Lessee engages in the PPF or any future dealings between the parties hereto shall vary or alter the terms and provisions of this Lease. The parties agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

23. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Illinois.

24. **Partial Invalidity.** The invalidity of any portion of this Lease shall not prevent the remainder from being carried into effect.

25. **Number and Gender.** Whenever the content of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other or all genders.

26. **Headings.** The paragraph and section headings contained in this Lease are for convenience only and do not constitute any part of the provision hereof.

27. **Binding Effect.** This Lease shall be binding upon the successors and assigns of the parties hereto.

28. **Duplicate Originals.** It is agreed and understood that duplicate counterparts of this Lease may be executed by the parties and that the execution of any copy of this Lease by the parties shall be deemed an original and shall be binding on the parties so signing.

29. **Real Estate Taxes.** The parties acknowledge and contemplate that Lessor and Lessee will apply for an exemption from general real estate taxes based upon the fact that both are tax exempt organizations. The parties agree to cooperate in connection with any such application. Notwithstanding the foregoing, Lessee agrees to be responsible for the payment of all general real estate taxes accruing during the lease term, including any extension, in the event any such application for exemption is denied or cannot be obtained for any reason.

**IN WITNESS WHEREOF**, the parties have executed this lease as of the day and year first written above.

**CITY OF BLOOMINGTON**

**BLOOMINGTON NORMAL PUBLIC  
TRANSIT SYSTEM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

Date: \_\_\_\_\_

**LEASE EXHIBIT A**  
**PURCHASE AND SALE AGREEMENT**

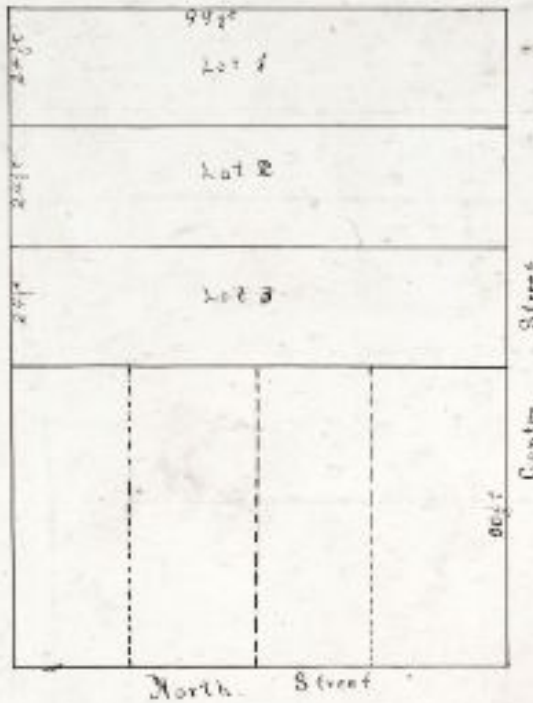
**LEASE EXHIBIT B**

PLAT OF SURVEY

FOWLES SUBDIVISION

LOT 8 1/2 6 FEET N SIDE LOT 9 BLOCK 35 ALLIN GRIDLEY & PRICKETTS ADDITION

29



Record according to Act of Congress, in the Year 1875, by the Registrar, in the office of the Register of Deeds of Washington

Approved for John D. Fowles Lot eight and 1/2 feet north of Lot 9 Block 35 Allin Gridley and Pricketts Addition to Bloomington and subdivided the same according to the annexed plat.

George P. Cha.  
Surveyor.

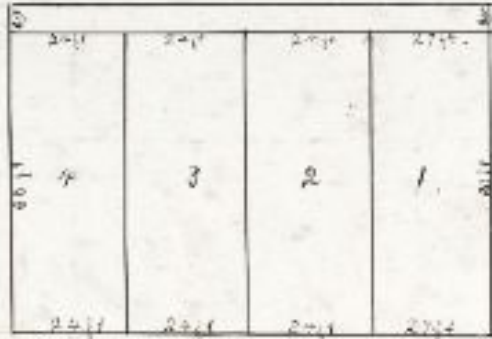
ALLIN GRIDLEY & PRICKETS ADDITION TO THE TOWN OF BLOOMINGTON

Nuts		Grove		Street		Street		Street	
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99	98	99	98	99	98	99	98	99	98
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I hereby certify that I have surveyed for James Allen, Michael Gridley, et al. and also for John P. Prickett, a part of the north west fractional quarter of section four, township twenty three, south of Range two east into town lots and streets as an addition to the town of Bloomington as mentioned in the separate instruments by their survey and plans annexed, and according to the annexed plan.

Given under my hand this 4<sup>th</sup> day of July, A.D. 1836  
 Elbert Dickerson  
 Dep. Surveyor

FOWLE'S SUBDIVISION  
SOUTH 60 FEET OF LOT 9 BLOCK 35 ALLIN GRIDLEY & PRICKITT'S ADDITION



BEFORE ME TO BE VALID, IT IS THE DUTY OF THE RECORDER TO BE CONVINCED BY THE EVIDENCE OF THE INSTRUMENT PRESENTED.

This certifies that I have surveyed and subdivided for John D. Fowle lot 199  
in Allin Gridley and Pricketts addition to the town of Birmingham according  
to the annexed plat - surveyed March 27<sup>th</sup> 1869.

George P. Hall  
County Surveyor



## Regular Agenda Item No. 8.C.

**For City Council:** April 13, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on an Ordinance Approving a Lease Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for Operation of a Proposed Public Parking Facility to be Located at 202 West Market Street, as requested by the Administration 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

**Goal 6.** Prosperous Downtown Bloomington

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

**Background:** The City and Connect Transit have been engaged in extensive planning and design work for a new downtown transfer station that will serve the nearly 1,500 riders who transfer to and from buses Downtown each day while helping meet growing Downtown parking needs. The City has agreed to the transfer of the Market St. Garage to Connect Transit for a nominal fee in a separate agreement, with Connect responsible for the demolition of the structure and construction of a new combined transfer station and parking facility. This Item, if approved, outlines the terms of the City leasing the parking facility long-term and of ongoing operations and maintenance.

The Lease Agreement:

- Gives the City full operational control of the Public Parking Facility, including access controls and leasing for 85-95 spaces, with 12 designated for Connect Transit.
- Provides for the addition of a Police Security Office within the transfer station.
- Allows Connect Transit full control of the transit operations area.
- Aligns maintenance for the parking facility to the City and the transfer station and common areas to Connect Transit. The City would be responsible for all snow removal for all areas on the Property.

The Market St. Garage transfer and this lease agreement are part of a broader Downtown parking strategy to meet area parking needs more economically and efficiently. Other elements include:

- Parking secured through an agreement with Lifelong Access as part of its campus project (117 spaces).
- Public parking to be constructed at Front & Center, further supporting downtown

demand (94+/- spaces).

- Extended all-day parking hours along adjacent streets.

Combined, these investments provide the City with the necessary parking capacity at a fraction of the original projected cost while enhancing overall flexibility.

**Community Groups/Interested Persons Contacted:** Connect Transit and the City have had a public outreach campaign as part of the design process to include several community based organizations, downtown residents and business owners.

**Financial Impact:** Agreement terms call for the city to sell the Market St. Garage to Connect Transit for a \$10 and pay \$10 in annual rent for the 99-year life of the agreement. Connect Transit will demolish the existing garage and develop at its expense the new combination transfer and parking facility. The city will be able to lease spaces or charge for parking per program rules to be established.

**Attachments:**

1. Ordinance - Lease Agreement
2. Ordinance - Exhibit A - Lease Agreement
3. Lease Exhibit A - Purchase and Sale Agreement
4. Lease Exhibit B - Lease Agreement Plat of Survey

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT) FOR OPERATION OF A PROPOSED PUBLIC PARKING FACILITY TO BE LOCATED AT 202 W. MARKET ST.**

**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 and the Bloomington-Normal Public Transit System, doing business as Connect Transit (“Connect Transit”), are entering into a Purchase and Sale Agreement for the transfer of property located at 202 West Market Street; and

**WHEREAS**, Connect Transit is constructing a new Transportation Transfer Station (“TTS”) on said property that includes, on its ground floor, a Public Parking Facility (“PPF”) and a Police Security Office, all as further detailed in the attached Lease Agreement; and

**WHEREAS**, for several years, the City and Connect Transit have jointly undertaken planning, conceptual studies, and architectural and engineering design work for a combined transfer station and multi-level parking structure to be located on the site; and

**WHEREAS**, the PPF design retains onsite anticipated to be between 85 and 95 spaces, which remain adequate when combined with additional parking secured through the City’s agreement with Lifelong Access as part of its campus improvements, as well as new parking to be constructed at what will be the City-owned Front & Center site and on street; and

**WHEREAS**, the attached Lease Agreement establishes the City’s right to operate, maintain, and control the Public Parking Facility within the new TTS facility, and outlines each party’s responsibilities, terms of use, and related conditions; and

**WHEREAS**, it is in the best interests of the City to approve the Lease Agreement so that final construction, operational arrangements, and long-term planning for the TTS and PPF may proceed.

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

**SECTION 1.** That the Lease Agreement between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit), as attached hereto as ordinance Exhibit A and incorporated by reference, is hereby approved.

**SECTION 2.** That the City Manager is hereby authorized and directed to execute said Lease Agreement and all necessary associated documents on behalf of the City.

**SECTION 3.** The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

**SECTION 4.** This Ordinance shall take effect immediately after approval and publication as required by law.

**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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**ORDINANCE EXHIBIT A**

## LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2026 between **Bloomington Normal Public Transit System, an Illinois intergovernmental agency, doing business as Connect Transit**, hereinafter referred to as "**Lessor**," and the **City of Bloomington, Illinois, a home rule unit of local government**, hereinafter referred to as "**Lessee**."

## RECITALS

**WHEREAS**, Lessor and Lessee (hereinafter the "Parties") entered into a Purchase and Sale Agreement ("Sale Agreement"), a copy of which is attached hereto as Exhibit A, through which the Lessor purchased from the Lessee the parcel of property located at 202 West Market Street, Bloomington, Illinois, (hereinafter referred to as the "Property"); and

**WHEREAS**, Lessor has agreed to purchase the Property from the Lessee for the purpose of constructing a new facility (the "Premises"), which will include: (i) a transportation transfer station ("TTS") to be operated and controlled exclusively by the Lessor; and (ii) a public parking facility ("PPF") containing a minimum of eighty-five (85) to ninety-five (95) parking spaces, located on the ground floor, and a police security office ("PSO") consisting of approximately one hundred fifty (150) square feet, located within the TTS facility and to be built out by Lessee at Lessee's expense, with both the PPF and PSO to be operated, maintained, and controlled by the Lessee; provided, however, that the PSO may, upon mutual agreement of the parties, be made available for use by the Bloomington Police Department as a downtown satellite security office in connection with security for the TTS and surrounding area; and

**WHEREAS**, the Sale Agreement provides that Lessor shall develop the Property at Lessor's sole expense, including the cost of construction of the TTS, the PPF, and the PSO, all in accordance with plans mutually developed and approved by the Parties; and

**WHEREAS**, the Parties intend that this Lease shall commence as soon as construction of the Premises permits, allowing the Lessee to operate the PPF and the PSO as soon as the construction schedule will reasonably allow; and

**WHEREAS**, Lessor and Lessee have cooperatively engaged architectural, engineering, and other professional services necessary to design the Premises to include the TTS, the PPF, and the PSO; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, it is agreed between the parties as follows:

1. **Recitals and Exhibits**. The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this Lease are incorporated herein by this reference.

2. **Description of Premises, Leasing and Use of Public Parking Facility**. As further described herein, Lessor leases to Lessee and Lessee leases from Lessor the PPF and the PSO

constructed on the ground floor of the Premises as further described in the Purchase Agreement attached hereto as Exhibit A.

**Commonly known as:**

Market Street Parking Garage  
202 West Market Street,  
Bloomington, Illinois 61702

**TAX ID#:**

See also a copy of the Plat of Survey attached hereto as Exhibit B. The real estate is hereafter referred to as the “**Property.**”

3. **Term of Lease.** The term of this Lease shall be ninety-nine (99) years to begin on the \_\_\_ day of \_\_\_\_\_, 2026 and shall terminate on the \_\_\_ day of \_\_\_\_\_, 2125.
4. **Rental.** Lessee shall pay the sum of ten dollars per year as basic rent. City may pay the annual rent for the term of this Lease (99 years) in advance.
5. **Right of Reversion.** If, at any time during the term of this Lease or any renewal thereof, the Lessor ceases to operate, or causes operations to cease, of a transportation transfer station on the Property, then ownership of the Property shall automatically revert to the Lessee, without the need for further action, as provided in the Sale Agreement and the deed executed in connection with the conveyance of the Property. Such right to reversion shall be subject to the Federal Transit Administration’s remaining federal interest in the Property at the time of reversion and/or the Illinois Department of Transportation’s remaining state interest in the Property at the time of reversion.
6. **Option(s) to Extend.**
  - A. Provided Lessee shall not be in default in payment or performance of this Lease and provided this Lease has not been previously terminated, Lessee shall have the right to renew the Lease five (5) times for additional ten (10) year periods under the same terms and conditions.
  - B. Following the initial term of the Lease, and at the expiration of any subsequent renewal term, the Lease will automatically renew for a period of ten (10) years unless the Lessee provides the Lessor with at least 60 days' notice of its intent to terminate the Lease prior to the expiration of the current term.
  - C. Rent shall remain the same throughout the Lease period and shall not be increased during any extension period.
7. **Condition of Structure at Commencement of Term.** Lessee has examined the Structure prior to the execution of this Lease and knows the condition thereof

**8. Maintenance and Repairs.** The Parties agree to do nothing to permit a mechanic's lien to be filed against the Property. Lessee agrees to maintain the PPF and the PSO throughout the term of the Lease. Lessee acknowledges that Lessor shall not have any responsibility under this Lease for maintenance or repairs as to that portion of the Property used by Lessee for public parking purposes. Lessor agrees to maintain the TTS and the common areas of the Premises throughout the term of the Lease. Lessor acknowledges that Lessee shall not have any responsibility under this Lease for maintenance or repairs as to that portion of the Property used by Lessor for TTS purposes. The parties agree to create a separate instrument detailing areas of maintenance, repair or replacement for each party and areas of joint responsibility if any. The Parties will work in concert to ensure that any interruption as a result of required maintenance and/or repairs will be performed in a way to minimize as is reasonably practical any adverse effect on the Parties' goals and operations.

**9. Remodeling, Alterations and Modifications.** The Parties have agreed to collaborate on the design and construction of the Premises, including both the TTS and the PPF. However, following the initial design and construction, the Lessee shall have the right, at its sole discretion and expense, to remodel, redecorate, and/or make any necessary changes to the PPF to suit its needs. Likewise, the Lessor retains the right, after the initial design and construction, to remodel, redecorate, or make any necessary changes to the TTS to make it more suitable for the Lessor's purposes, at its sole discretion and expense.

Both the Lessee and the Lessor must provide the other party with at least 60 days' notice prior to commencing any major improvements, repairs, remodeling, or other construction activities on the Premises. All work undertaken by or on behalf of either party must be carried out in a manner that minimizes disruption to the other party's operations (the TTS or PPF) as much as reasonably possible. Any work that could adversely impact transit or public parking functions may only be performed when necessary for public safety purposes or essential to the operations of either the TTS or the PPF to comply with state law that requires that a public property entity must exercise ordinary care to maintain its property in a reasonably safe condition for the use in the exercise of ordinary care of people whom the entity intended and permitted to use the property. Such work must be coordinated with the other party to minimize any impact on services and requires the other party's approval, which shall not be unreasonably withheld. For the purposes of this Lease, "major improvements, repairs, remodeling, or other construction activities" refers to any work expected to take more than 30 days to complete.

The Sale Agreement and this Lease set forth the intent of the parties for the future use of the Premises and areas of responsibility concerning improvement of the Property including the Premises. This lease is an integral component of the Sale Agreement. A copy of said Sale Agreement is attached hereto as Exhibit A for reference. All alterations, improvements and changes Lessee may desire to make to the leased PPF, shall be done by Lessee at Lessee's expense. The Lessee shall be responsible for the expenses associated with design, construction and maintenance of the PPF.

Once the original construction is completed, any improvements made in connection with the TTS shall be at the expense of Lessor and be subject to the interest of the Federal Transit Administration in such Property, and any improvements made in connection with the PPF or the PSO shall be at the expense of Lessee.

All work done by either party shall be done in a safe and workmanlike manner by safe and competent workers under adequate supervision and shall be done with new and good quality materials. All work shall be performed in compliance with all building codes and any other

governmental regulation including but not limited to requirements of prevailing wage. The Party at whose instance the work is being performed shall carry, or cause its contractor to carry, adequate liability coverage and worker's compensation insurance covering all workers employed against injury or death, which insurance shall cover any liability of either Party arising out of such work.

10. **Operation of the Public Parking Facility (PPF).** Lessee shall have the exclusive right to control and maintain the PPF, including access to the facility. Lessee shall have the right to lease or license the use of all parking spaces regardless of location, of which up to twelve (12) parking spaces shall be specifically designated for use by Lessor. In the event the Lessor requires temporary or additional parking spaces beyond those allocated herein, the Lessee agrees to negotiate in good faith to make such spaces available on terms mutually acceptable to both parties. Lessee shall be responsible for these leases and licenses granted for such use to third parties, if any, and shall keep all payments, rents, fees, and other income generated by such leases and licenses. Lessor hereby consents to Lessee's right to lease, license, and otherwise make such space available to 3<sup>rd</sup> parties on such terms and conditions as determined by Lessee, provided however no lease or license for such space shall exceed the term of this lease.

11. **Compliance with the Law.** Lessee shall comply with all governmental regulations and statutes, and with all lawful requirements, affecting the operation of Lessee's business either now or in the future and/or with respect to any alterations, improvements and/or construction for which Lessee is responsible for performing under the Agreement and/or this Lease. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any claims for loss, costs, expenses, injuries, penalties, damages or charges imposed during or incurred on account of violation of any law, ordinance or requirements of any governmental authorities, whether occasioned by the action or neglect of Lessee or any of the Lessee's patrons, subtenants, agents, employees or contractors hired by Lessee then upon or using the PPF or the Public areas of the Property for which Lessee is responsible under this Lease for maintaining. This agreement to indemnify, defend and hold harmless does not apply to any claims for injuries, damages, expenses or penalties of any sort arising out of or related to a violation of any law, ordinance or requirements of any governmental authorities, whether occasioned by the action or neglect of Lessor or any of the Lessor's patrons, subtenants, agents, employees, or contractors then upon or using the TTS, claims for which if made against the Lessee, the Lessor agrees to indemnify, defend and hold harmless the Lessee.

12. **Trash Removal, Utilities, and Snow Removal.** Lessee shall pay for all trash removal, and all utilities of every description required for the PPF during the Lease term, including but not limited to heat, air conditioning, electricity, hot and cold water, sewer benefit taxes and sanitary district user charges. Lessee will be responsible for all snow removal for all areas on the Property, including all public rights of way and all common areas such as sidewalks, plaza areas, landscape areas and other exterior common elements used by the general public on the Property. Lessor shall pay for all trash removal, telephone installation and service, and all other utilities of every description required for the TTS during the Lease term, including but not limited to heat, air conditioning, electricity, hot and cold water, sewer benefit taxes and sanitary district user charges necessary for operation of the transfer station, its parking facilities, offices and other transit related services. Lessor agrees to be liable for any and all damage caused by freezing water pipes as a result of failure to keep the TTS adequately heated.

13. **Mutual Indemnification and Insurance.**

- a. Insurance. Each party agrees to obtain and maintain at its own expense the following insurance coverage during the term of the Lease:
- i. General Liability Insurance: Each party shall maintain a minimum of not less than One Million Dollars (\$1,000,000.00) in general liability insurance coverage, naming the other party as an additional insured.
  - ii. Property damage insurance: in an amount of not less than One Hundred Thousand Dollars (\$100,000.00)
  - iii. Property (Fire) Insurance: Each party shall maintain insurance covering its own property and interests against loss or damage, including fire, theft, and vandalism, and shall name the other party as additional insureds during the term of the lease.
- b. Inflation. The parties recognize that due to inflation and other factors this limit of insurance may become inadequate to properly insure future risks during the term of this Lease. Therefore, the Parties agree to engage in good faith negotiations in years ten (10), twenty (20), and thirty (30) of this Lease to determine an appropriate limit of insurance to adequately address the then current liability risk, and the Parties agree to increase their respective limits of liability insurance coverage accordingly.
- c. Certificates of Insurance. Each party shall provide the other with certificates of insurance evidencing the required coverage within [number of days] days of the effective date of this Agreement and upon renewal of policies.
- d. Indemnification. The Parties agree to indemnify, defend, and hold harmless the other party from and against all liability, claims, demands, actions and suits and from all costs, damages, expenses, or judgments and reasonable attorney's fees for or arising out of any injury to or death of any person or damage to the property of any person arising from or in connection with the indemnifying party's use and occupancy of the Premises, or from the operations, acts or omissions, negligence or improper conduct of the indemnifying party or any of its agents or employees, or from its breach of any provision of this Lease, except to the extent caused by the negligence or misconduct of the indemnified party.
- e. Notice of Claims. Each party shall promptly notify the other in writing of any claims, losses, or incidents that may lead to a claim under this Agreement.
- f. Waiver of Subrogation. Each party waives any rights of subrogation against the other for claims covered by insurance. Each party shall ensure that its insurance policies reflect this waiver.
- g. Hazardous Substances. Lessee represents and warrants that it will not keep or dispose of "Hazardous Substances" (as hereinafter defined) upon the PPF, except in accordance with applicable law, nor will it keep or dispose of any asbestos, polychlorinated biphenyls (PCB's), lead base paints or petroleum products, including crude oil, or any fraction of it, and any natural gas, natural gas liquids, synthetic gas,

and liquefied natural gas on the Premises, except in accordance with applicable law. For purposes of this paragraph, the term "Hazardous Substances" means any substances which are hazardous substances as defined by the federal Comprehensive Environmental Response, compensation and Liability Act of 1980 and amendments thereto.

14. **Default by Lessee.** Lessee shall have breached this Lease and shall be considered in default hereunder if (a) Lessee fails to pay any rent when due and does not make the delinquent payment within ninety (90) days after mailing of notice thereof from Lessor; or (b) Lessee fails to perform or comply with any of the agreements, covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after mailing of notice thereof from Lessor. In the event of a breach of this Lease, Lessor shall have the right forthwith to declare this Lease terminated and to recover possession of the PPF and to exclude Lessee therefrom. This Lease shall not become an asset in any bankruptcy proceedings. The remedies herein given Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. Lessor may pursue any rights or remedies provided by law. Lessee's obligation to pay the rent during the full term of this Lease, or any extension or holdover tenancy, shall not be waived, released or terminated by service of any Ten Day Notice, Demand for Possession, notice that the tenancy will be terminated on the date therein named, by institution of any action of forcible detainer or ejection, or judgment for possession that may be rendered in such action, or any other acts resulting in termination of Lessee's right to possession of the PPF.

It is agreed by the parties that after service of Notice or commencement of a suit, or after final judgment for possession of the PPF, Lessor may receive and collect any rent due, and payment of rent shall not waive or affect said notice or judgment. If default should be made in payment of rent, or any portion thereof, or in any of the covenants and conditions herein contained to be kept by the Lessee, and this Lease shall thereafter be terminated by Lessor because of such default, Lessor shall then be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in reletting the leased PPF during the unexpired term of the Lease will be credited to Lessee's account. Any amount received in excess of Lessee's obligation to pay hereunder shall be retained by Lessor.

15. **Abandoning Premises or Personal Property.** Lessee shall not vacate or abandon the PPF at any time during the term, but if Lessee does vacate or abandon the PPF or is dispossessed by process of law, any personal property belonging to Lessee and left on the PPF shall be deemed abandoned, at the option of the Lessor, and shall immediately become the property of Lessor, at its option. Any such abandonment shall not relieve Lessee of any obligation to pay any amount due as rent or otherwise under this Lease.

16. **Lessor Covenants.** Lessor covenants and agrees that Lessee shall, as long as Lessee shall pay the rentals and perform and carry out Lessee's other obligations hereunder, peaceably and quietly have and enjoy the PPF without interference or hindrance whatsoever.

17. **Default by Lessor.** Lessor shall have breached this Lease and shall be considered in default hereunder if Lessor fails to perform or comply with any of the agreements, covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after mailing of notice thereof from Lessee. In the event of a breach of this Lease, Lessee shall have the right to pursue any remedies allowed by law.

18. **No Waiver of Default.** Any failure by either party to insist upon the prompt and immediate performance of the terms and provisions of this Lease shall not be considered or held to be a waiver of any of their respective rights or obligations, nor shall the performance by Lessor of any obligation of Lessee be considered as a waiver. No waiver of any claimed default shall be deemed effective except as the same is stated in writing, signed by the party making the waiver, and setting forth in substance the alleged default that is waived and no waiver shall be deemed to be a precedent as to any other or to future claimed defaults.

19. **Assignment and Sublease.** Lessee will not assign or sublease its interest in this Lease without the consent of Lessor. No assignment or sublease by Lessee shall adversely impact transit operations.

Nothing herein shall interfere with the Lessee's opportunity to allow other parties to use the PPF and allow the Lessee to charge other parties for said use.

20. **Successors.** All rights and liabilities hereby given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing.

21. **Notice.** Whenever in this Lease notice is required or desired to be given by either party to the other, such notice shall be in writing and signed by the party, giving the name of the duly authorized agent. Any such notice shall be deemed properly given and effective when deposited for mailing, postage prepaid, by first class mail to the other party at such address as such other party may have theretofore designated in writing. Unless and until a different address shall be so designated, any notice intended for Lessor or for Lessee shall be mailed to the addresses specified after their signatures.

22. **Modification or Alteration.** No modification, change or alteration in this Lease shall be effective except such as may be in writing signed by the parties, and stating that it is a modification, change, or alteration in this Lease. No custom or usage of the business in which Lessee engages in the PPF or any future dealings between the parties hereto shall vary or alter the terms and provisions of this Lease. The parties agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

23. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Illinois.

24. **Partial Invalidity.** The invalidity of any portion of this Lease shall not prevent the remainder from being carried into effect.

25. **Number and Gender.** Whenever the content of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other or all genders.

26. **Headings.** The paragraph and section headings contained in this Lease are for convenience only and do not constitute any part of the provision hereof.

27. **Binding Effect.** This Lease shall be binding upon the successors and assigns of the parties hereto.

28. **Duplicate Originals.** It is agreed and understood that duplicate counterparts of this Lease may be executed by the parties and that the execution of any copy of this Lease by the parties shall be deemed an original and shall be binding on the parties so signing.

29. **Real Estate Taxes.** The parties acknowledge and contemplate that Lessor and Lessee will apply for an exemption from general real estate taxes based upon the fact that both are tax exempt organizations. The parties agree to cooperate in connection with any such application. Notwithstanding the foregoing, Lessee agrees to be responsible for the payment of all general real estate taxes accruing during the lease term, including any extension, in the event any such application for exemption is denied or cannot be obtained for any reason.

**IN WITNESS WHEREOF**, the parties have executed this lease as of the day and year first written above.

**CITY OF BLOOMINGTON**

**BLOOMINGTON NORMAL PUBLIC  
TRANSIT SYSTEM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

Date: \_\_\_\_\_

**LEASE EXHIBIT A**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of April, 2026 (“**Effective Date**”), by and between the **CITY OF BLOOMINGTON**, an Illinois municipal corporation and home rule unit of local government with offices located at 115 E. Washington Street, Bloomington, Illinois (“**Seller**”), and **BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM doing business as Connect Transit** an Illinois Intergovernmental Agency, with offices located at 351 Wylie Drive, Normal, Illinois (“**Purchaser**”) (collectively, the Seller and Purchaser are the “**Parties**” and, sometimes, individually, a “**Party**”).

### RECITALS

**WHEREAS**, the Seller owns certain parcel of real property which is currently occupied by a public parking structure and related improvements, located at 202 West Market Street Bloomington, Illinois, commonly referred to as the Market Street Garage, which property is legally described in Exhibit A (collectively, “**Property**”); and

**WHEREAS**, Purchaser wishes to acquire and redevelop the Property as a transfer station and is willing to include within the design Seller-controlled parking and a police satellite facility adequate to meet the needs of the Seller; and

**WHEREAS**, the Parties have agreed that in exchange for Seller transferring ownership of the Property to Connect, and Purchaser will, except as otherwise set forth herein, construct at its sole expense, a multi-level facility (“**Premises**”) on the Property that will include a Transportation Transfer Station (“**TTS**”) and (2) a downtown satellite facility (“**DSF**”) for the exclusive use of the Bloomington Police Department on the upper (street) level and a public parking facility (“**PPF**”) with eighty five (85) to ninety five (95) parking spaces on the ground floor; and

**WHEREAS**, upon completion of construction, the Purchaser shall operate the TTS, and the Seller shall have exclusive control of the PPF and the DSF as further set out in the terms of the Lease Agreement attached as Exhibit C; and

**WHEREAS**, the Seller is authorized to enter into this Agreement pursuant to, among other sources of authority, the Seller’s home rule powers and local ordinances; and

**WHEREAS**, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser’s acquisition of the Property;

### AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

**1. Recitals and Exhibits.** The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this Agreement are incorporated herein by this reference.

**2. Property to be Purchased.** Subject to compliance with this Agreement's terms and conditions, Seller agrees to convey, and Purchaser agrees to purchase the Property from Seller.

**3. Consideration.**

(a) The purchase price for the Property shall be **Ten (\$10.00) Dollar** ("**Purchase Price**") plus other valuable consideration as further set out herein.

(b) As additional consideration for the purchase of the Property, Purchaser agrees to enter into a 99-year lease with the Seller, commencing as soon as construction of the Premises permits, allowing the Seller to continue to operate a public parking facility on the Property as further outlined below, under the terms set out in the Lease Agreement attached hereto as Exhibit C.

(c) Purchaser shall, at its own expense, demolish the existing structure and construct the Premises, which shall include at least one level of parking on the ground floor with access from Market Street. The ground floor shall contain 85 to 95 parking spaces, which shall be leased to and under the exclusive control of the Seller, with twelve (12) spaces reserved for the Purchaser, with additional spaces made available for meetings of the Purchaser's Board, and for other Purchaser activities as mutually agreed to by the Parties. Additionally, the street level shall include a Bloomington Police Department Downtown Satellite Facility ("DSF"), the design of which shall be subject to the Seller's approval as well as the Transportation Transfer Station (TTS). The construction of the Premises, including the TTS, PPF, and DSF, shall be undertaken and completed at the sole cost and expense of the Purchaser. Seller agrees to contribute to the cost of design as set out below.

(d) The Seller has already contributed approximately \$182,670.00 toward the design of the Premises. The Seller agrees to contribute up to an additional \$176,043.00 toward the final design, for a total maximum contribution of \$358,713.00 toward the overall design costs of the Premises.

**4. Closing.** The closing of the purchase and sale of the Property ("**Closing**") will occur on \_\_\_\_\_, 2026, at the offices of Chicago Title Insurance Company ("**Title Company**"), or such other place and time as may be agreed upon by the Purchaser and the City Manager ("**Closing Date**").

**5. Title and Survey.**

(a) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Property is satisfactory for the Purchaser's purposes.

(e) No later than five (5) days after Effective Date, the Seller shall cause to be delivered to the Purchaser any plat of survey of the Property in the Seller's possession ("**Existing Survey**"). Purchaser shall be responsible, at its sole cost, for preparing any additional survey ("**Survey**") necessary for the Purchaser's or the Title Company's purposes.

(f) Within five (5) days after the Effective Date, Seller will order a title commitment from the Title Company, dated within thirty (30) days of the Effective Date, and the Seller will deliver to the Purchaser an Alta Form B title commitment (“**Title Commitment**”) for an owner’s title insurance policy including copies of all underlying recorded documents issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller. Within ten (10) days of receiving the Title Commitment, the Purchaser will notify the Seller (“**Purchaser Title Notice**”) of any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser (“**Unpermitted Exceptions**”). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and Exhibit B to this Agreement will be modified accordingly. At least five (5) days before the Closing, the Seller will obtain a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment and the cost of all endorsements shall be paid by the Seller. All required state, county, transfer taxes shall be paid by the Seller and municipal transfer taxes, if any, shall be paid by the party as stated by local ordinance.

**6. Representations.** Except as otherwise stated in this agreement, including the exhibits attached hereto, no representations or warranties have been made or are made and no responsibility has been or is assumed by seller or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of seller as to the condition or repair of the property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the property or the condition, repair, value, expense of operation or income potential of the property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives, are merged in this agreement and the exhibits hereto, which alone fully and completely express their agreement, and that this agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this agreement or the exhibits attached hereto.

A. **Seller Representations.** To induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date and survive the Closing for a Period of nine months.

1. Seller has the legal power, right, and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.
2. All parking rights in the parking structure have been terminated effective April 1, \_\_\_\_, 2026. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the premises are outstanding. The Property will be delivered vacant, at the closing.

3. To the best of Seller's knowledge, the Property is tax exempt.
4. There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any third party.
5. To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

Zoning and Waiver of City Fees. Purchaser acknowledges that the Property is not currently zoned for Purchaser's intended use. Purchaser shall be solely responsible for applying for and obtaining all necessary zoning approvals, permits, and entitlements required to construct and/or operate the Premises. The City agrees to waive any applicable municipal application or connection fees and to reasonably cooperate with Purchaser in connection with the zoning and permitting process.

6. The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.
7. All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.
8. Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:
  - a) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.
  - b) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonably adequate liability insurance covering liability for personal injury or property damage

to the extent and in the manner customary for Property of its character.

**B. Purchaser Representations.** To induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date:

1. This Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;
2. There are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;
3. Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders

## **8. Condition of Property.**

(a) Purchaser acknowledges that it is fully aware of the current condition of the property, and agrees to accept the property in “as is” condition at the time of closing, including, without limitation, any defects or environmental conditions, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- 1) the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or development of the Property, including, without limitation, the Seller;
- 2) the habitability, merchantability, marketability, profitability or fitness of the Property for any use or purpose.

(b) The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section shall survive Closing.

(c) It is understood and agreed by the Seller that the property shall be delivered vacant and not subject to any leases, licenses or other use agreements at the closing. Any parking agreements shall be terminated prior to closing. Agreement to this arrangement and term is a condition precedent to each Party proceeding with the purchase of the Property.

**9. Taxes and Special Assessments.** The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.

**10. Closing Costs; Related Fees.** Except as provided herein, the Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, including escrow costs and fees.

**11. Seller's Obligations at Closing.** At or prior to the Closing Date, Seller shall deliver the following:

(a) a duly recordable warranty deed to the Property with all stamps affixed thereto conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(c) an ALTA Statement, on Title Company's standard form, executed by Seller;

(d) an affidavit stating that there is no property manager at the Property; and

(e) Deliver to Title Company a settlement statement; and

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

(g) Delivery of an executed lease agreement for the lease of a public parking structure to be constructed, managed and maintained by Seller and located below the transportation transfer facility to be constructed, managed and maintained by Purchaser.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days before the Closing Date for the Purchaser's approval.

**12. Purchaser's Obligations at Closing.** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price, and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing. Purchaser shall also Deliver an executed lease agreement for the lease of a public parking structure to be located on the ground floor, and a downtown satellite facility (DSF) located at street level, both to be managed and maintained by Seller, with the provision that the transportation transfer facility (TTF) shall be managed and maintained by Purchaser. A copy of the proposed Lease Agreement for the public parking structure is attached as **EXHIBIT C**.

**13. Possession, Security, and Schedule.** Seller shall deliver legal fee simple title to the Property, together with the right of reversion, to Purchaser at Closing. Upon closure of the parking facility currently located on the Property, Seller shall, at its sole expense, take all necessary steps to secure the Property for a period of six (6) months, or until Purchaser is ready to commence demolition of the existing structure, whichever occurs first. If Purchaser is not ready to commence demolition within the initial six (6) month period, the Parties shall share equally the cost of securing the Property for an additional period of up to six (6) months. If demolition has not commenced within twelve (12) months from the Effective Date of this Agreement, Purchaser shall be solely responsible for all costs associated with securing the Property from that point forward, until the existing structure is demolished and the new Premises is completed. Purchaser agrees to make every reasonable effort to commence the demolition and to complete the construction as soon as practicable.

**14. Deed and Right of Reversion.** Seller shall deliver at Closing a warranty deed conveying a fee simple determinable estate, granting title to Purchaser so long as the Property and any premises located upon it is thereafter continuously used as a public transportation transfer station and public parking facility. Should Purchaser cease to operate a TTS facility on the Property at any time, title to the Property shall automatically and immediately revert to the Lessee without the need for further action. The deed shall expressly include this condition and state that the estate granted is determinable, with reverter rights held by the Lessee and subject to the interests of the Federal Transportation Administration and the Illinois Department of Transportation.

**15. Conditions to the Seller's Performance.** The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement if:

(a) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind; or

(b) Any material misrepresentation is made by the Purchaser.

**16. Conditions to the Purchaser's Performance.** The Purchaser shall have the right to, at the Purchaser's sole discretion, to terminate the Agreement if:

(a) Any material misrepresentations made by the Seller.

(a) **16. Indemnification.** The Purchaser agrees to indemnify and fully protect, defend, and hold harmless the Seller and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, brokers, successors or assigns from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against any of the Seller Parties resulting from or arising out of: Inspections, repairs, or demolition of the Premises made by the Purchaser or its agents, employees, contractors, successors or assigns; and

(b) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing, if any, except to the extent caused by the willful or intentional act of the Seller. This Section shall survive Closing.

**17. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing shall have no bearing or effect on this agreement.

**18. Discharge.** Seller's delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement, except those obligations that survive closing or that are created by the Lease.

**19. Brokerage.** Seller has not contract with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Purchaser has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. The Parties represent to each other that no brokerage fee is due to anyone because of this sale and agree to hold each other harmless from any such claim. The provisions of this Section shall survive Closing.

**20. Remedies.** Except as provided in Section 6(b), if either Party defaults in the performance of this Agreement, the non-defaulting Party's exclusive remedies shall be to either: (i) terminate this Agreement and, in the case of a Purchaser default, the Seller will retain the Earnest Money; or (ii) pursue specific performance. Except as provided in Section 6(b), Seller

and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages, excluding the Earnest Money as a result of any breach of this Agreement.

**21. Miscellaneous.** The following general provisions govern this Agreement.

(a) No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement, provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in McLean County, Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered by email, or Overnight mail addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

**If to Seller:**

**City of Bloomington  
c/o Mr. Jeff Jurgens  
City Manager  
115 E. Washington Street, Suite 401  
Bloomington, Illinois 61701**

**With a Copy to:**

**City of Bloomington  
c/o Christopher J. Spanos  
Corporation Counsel  
115 E. Washington Street, Suite 401  
Bloomington, Illinois 61701**

**If to Purchaser:**

**With a Copy to:**

Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party without the prior written consent of the other Party.

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

(g) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

(h) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement, including the terms and conditions of the Lease attached as Exhibit C, which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

(i) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

(k) Force Majeure. Whenever performance must be delayed at any time by a Force Majeure Event (as defined below), then the Party delayed from performing shall be excused from performance: 1) only after delivery of notice to the other Party, which notice shall identify the nature of the Force Majeure Event and the anticipated duration of the delay due to the Force Majeure Event; 2) only during the duration of the Force Majeure Event; and 3) only so long as the Party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

For the purposes of this section "Force Majeure Event" shall mean strikes, lockouts, acts of God, damage due to fire or other casualty, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure Event shall not include

delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. In no event shall an increase in costs or other financial considerations be considered a Force Majeure Event.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**  
**BLOOMINGTON NORMAL PUBLIC**  
**TRANSIT SYSTEM**

**ATTEST**

\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

**SELLER:**  
**CITY OF BLOOMINGTON**  
an Illinois Municipal Corporation

**ATTEST**

\_\_\_\_\_  
Name: Jeff Jurgens  
Title: City Manager  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Leslie Smith-Yocum  
Title: City Clerk  
  
Date: \_\_\_\_\_

Exhibit A

**Property's Legal Description**

Legal Description to be supplemented by Title Commitment.

P.I.N.: 21-04-187-009

Address: 202 W. Market Street Bloomington Illinois

Exhibit B

**Permitted Exceptions**

[To be attached later]

Exhibit C

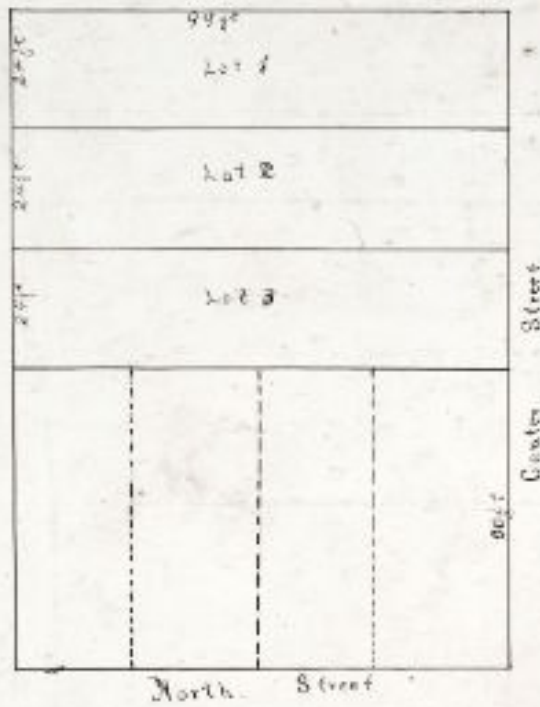
**LEASE AGREEMENT**

**LEASE EXHIBIT B**

FOWLES SUBDIVISION

LOT 8 1/2 6 FEET N SIDE LOT 9 BLOCK 35 ALLIN GRIDLEY & PRICKETTS ADDITION

29



Record according to Act of Congress, in the Year 1875, by the Statute, in the office of the Register of Deeds of Washington

Approved for John D. Fowles lot eight and 6 feet north of lot 9 block 35 Allin Gridley and Pricketts addition to Bloomington and subdivided the same according to the annexed plat.

George P. Cha.  
Surveyor.

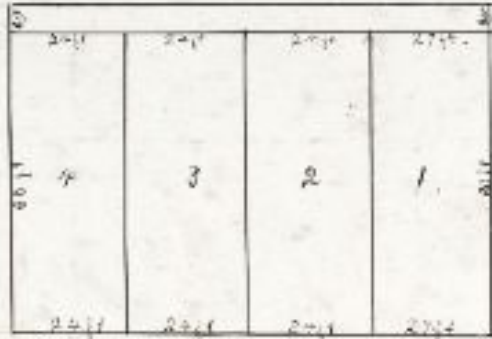
ALLIN GRIDLEY & PRICKETS ADDITION TO THE TOWN OF BLOOMINGTON

Nuts		Grove		Street		Street		Street	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	5	6	5	6	5	6	5	6	5
7	8	7	8	7	8	7	8	7	8
9	0	9	0	9	0	9	0	9	0
10	10	10	10	10	10	10	10	10	10
10	13	10	13	10	13	10	13	10	13
Main St		Main St		Main St		Main St		Main St	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
Chestnut		Chestnut		Chestnut		Chestnut		Chestnut	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
Oak		Oak		Oak		Oak		Oak	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
Locust		Locust		Locust		Locust		Locust	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
Walnut		Walnut		Walnut		Walnut		Walnut	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
Market		Market		Market		Market		Market	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9
North		North		North		North		North	
2	1	2	1	2	1	2	1	2	1
3	4	3	4	3	4	3	4	3	4
6	7	6	8	6	9	6	10	6	11
7	5	7	0	7	5	7	0	7	5
10	9	10	9	10	9	10	9	10	9

I hereby certify that I have surveyed for James Allin, Michael Gridley, et al. and David Prickett and also for John F. Henry, a part of the north west fractional quarter of section four, township twenty three, south of Range two East into town lots and streets as an addition to the town of Bloomington as mentioned in the separate instruments by their several and separate names, and according to the survey of said

Given under my hand this 4<sup>th</sup> day of July, A.D. 1836  
 Elbert Dickerson  
 Dep. Surveyor

FOWLE'S SUBDIVISION  
SOUTH 60 FEET OF LOT 9 BLOCK 35 ALLIN GRIDLEY & PRICKITT'S ADDITION



BEFORE ME TO BE VALID, IT IS THE DUTY OF THE RECORDER TO BE CONVINCED BY THE EVIDENCE OF THE INSTRUMENT PRESENTED.

This certifies that I have surveyed and subdivided for John D. Fowle lot 199  
in Allin Gridley and Pricketts addition to the town of Birmingham according  
to the annexed plat - surveyed March 27<sup>th</sup> 1869.

George P. Hall  
County Surveyor



## Regular Agenda Item No. 8.D.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on the Adoption of the Fiscal Year 2027 Budget and Appropriation Ordinance, as requested by the Finance Department.

**Recommended Motion:** The proposed Ordinance 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 City Code requires adoption of an annual appropriation Ordinance. The Proposed Budget was presented to the Council on March 9, 2026. A Public Hearing was conducted on March 23, 2026. The Proposed Budget was made available in two budget books. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

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.

For the FY 2027 Budget Adoption, donations of \$45K to the McLean County Museum of History were removed from the Proposed Budget totals due to a personal tie Council Member Cody Hendricks has with the operations of the museum. Instead, this donation will be presented and considered separately by Council as an Amendment to the FY 2027 Budget, immediately following the adoption. If approved, it is the intention of staff to include the donation in the final FY 2027 totals in all published documents.

**Community Groups/Interested Persons Contacted:** The Public Hearing was advertised in *The Pantagraph* on March 10, 2026, and was held on March 23, 2026. In addition to the Proposed Budget presentation on March 9, 2026, public budget discussion on the City Manager's Proposed Budget was also undertaken during the Council meetings on February 23, 2026, and March 16, 2026.

**Financial Impact:** The FY 2027 Proposed Budget for the City's 28 funds is \$370,469,495 (excluding \$45K for the McLean County Museum).

**Attachments:**

1. Ordinance
2. Ordinance - Exhibit A

**ORDINANCE NO. 2026 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FISCAL YEAR 2027 BUDGET APPROPRIATION**

**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 desires to make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2026, and ending April 30, 2027, for the City of Bloomington, McLean County, Illinois; and

**WHEREAS**, passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4; and

**WHEREAS**, the City Council find it in the best interest of the City to approve the Proposed Budget.

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

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

**SECTION 2.** That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, IHDA, Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown East Washington TIF, Downtown Redevelopment TIF, General Bond and Interest Fund, Arena Bond Redemption, Capital Improvement Fund, Capital Improvement (Asphalt and Concrete) Fund, Capital Lease Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2026 and ending April 30, 2027.

**SECTION 3.** The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2027, a copy of which is available at the City Clerk Department and incorporated by reference. (NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2027, published in book form, copies of which are available for inspection at the City of Bloomington Customer Service Hub, and other places throughout the City including the City’s website at [bloomingtonil.gov](http://bloomingtonil.gov).)

**SECTION 4.** That all sums of money not needed for immediate specific purposes may be invested according to the City’s Investment Policy adopted on August 23, 2021.

**SECTION 5.** Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance

Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

**SECTION 6.** If any section, subdivision, sentence, or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION 7.** That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

**SECTION 8.** The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

**SECTION 9.** 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 10.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

CITY OF BLOOMINGTON, IL

FY 2027

ADOPTED 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 <sup>A</sup>	Projected Fund Balance Percent	FY 2027 Adopted Revenues	FY 2027 Adopted Expenditures	Net Changes to Fund Balance <sup>B</sup>	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%	\$ 148,280,529	\$ 148,280,529	\$ -	\$ 35,804,410	24.15%	0.00%
<b>General Fund Total:</b>	<b>\$ 40,877,185</b>	<b>\$ 142,807,847</b>	<b>\$ 147,880,621</b>	<b>\$ 35,804,410</b>	<b>24.21%</b>	<b>\$ 148,280,529</b>	<b>\$ 148,280,529</b>	<b>\$ -</b>	<b>\$ 35,804,410</b>	<b>24.15%</b>	<b>0.00%</b>
<b>Special Revenue:</b>											
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%
<b>Special Revenue Total:</b>	<b>\$ 36,915,690</b>	<b>\$ 22,166,143</b>	<b>\$ 50,857,889</b>	<b>\$ 8,223,945</b>	<b>16.17%</b>	<b>\$ 16,217,943</b>	<b>\$ 16,217,943</b>	<b>\$ 3,331,533</b>	<b>\$ 11,555,478</b>	<b>71.25%</b>	<b>40.51%</b>
<b>Debt Service:</b>											
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%
<b>Debt Service Total:</b>	<b>\$ 5,652,036</b>	<b>\$ 5,544,522</b>	<b>\$ 5,397,575</b>	<b>\$ 5,798,982</b>	<b>107.44%</b>	<b>\$ 5,644,205</b>	<b>\$ 5,644,205</b>	<b>\$ (143,455)</b>	<b>\$ 5,655,527</b>	<b>100.20%</b>	<b>-2.47%</b>
<b>Capital Projects:</b>											
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%
<b>Capital Project Total:</b>	<b>\$ 2,921,576</b>	<b>\$ 34,112,664</b>	<b>\$ 33,143,457</b>	<b>\$ 3,890,783</b>	<b>11.74%</b>	<b>\$ 17,294,521</b>	<b>\$ 17,294,521</b>	<b>\$ (3,320,613)</b>	<b>\$ 570,170</b>	<b>3.30%</b>	<b>-85.35%</b>
<b>Enterprise:</b>											
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%
<b>Enterprise Total:</b>	<b>\$ 4,674,032</b>	<b>\$ 106,425,215</b>	<b>\$ 94,528,798</b>	<b>\$ 16,570,450</b>	<b>17.53%</b>	<b>\$ 157,648,092</b>	<b>\$ 157,648,092</b>	<b>\$ (2,819,363)</b>	<b>\$ 13,751,087</b>	<b>8.72%</b>	<b>-17.01%</b>
<b>Internal Service Fund:</b>											
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%
<b>Internal Service Fund Total:</b>	<b>\$ 6,793,287</b>	<b>\$ 24,115,327</b>	<b>\$ 24,711,862</b>	<b>\$ 6,196,753</b>	<b>25.08%</b>	<b>\$ 24,379,950</b>	<b>\$ 24,379,950</b>	<b>\$ 73,305</b>	<b>\$ 6,270,058</b>	<b>25.72%</b>	<b>1.18%</b>
<b>Fiduciary:</b>											
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%
<b>Fiduciary Fund Total:</b>	<b>\$ 17,018,355</b>	<b>\$ 850,000</b>	<b>\$ 850,000</b>	<b>\$ 17,018,355</b>	<b>2002.16%</b>	<b>\$ 1,004,255</b>	<b>\$ 1,004,255</b>	<b>\$ -</b>	<b>\$ 17,018,355</b>	<b>1694.62%</b>	<b>0.00%</b>
<b>Total:</b>	<b>\$ 114,852,161</b>	<b>\$ 336,021,718</b>	<b>\$ 357,370,202</b>	<b>\$ 93,503,678</b>	<b>26.16%</b>	<b>\$ 370,469,495</b>	<b>\$ 370,469,495</b>	<b>\$ (2,878,593)</b>	<b>\$ 90,625,085</b>	<b>24.46%</b>	<b>-3.08%</b>

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



## Regular Agenda Item No. 8.E.

**For City Council:** April 13, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, related to the McLean County Museum of History, as requested by the Finance Department.

**Recommended Motion:** The proposed Ordinance 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 McLean County Museum of History is an asset to the City's Downtown, serving as an attraction for visitors and providing the invaluable service of preserving the history of the area. As such, the City provides annual donations in support of its operations and has incorporated those donations in the annual budget appropriation.

As Councilmember Cody Hendricks has a personal tie to the operations of the museum, the annual donation of \$45,000 was excluded from the Fiscal Year ("FY") 2027 Appropriation submitted to Council for approval. This donation is therefore being submitted for approval separately, as an amendment. If the Amendment is approved, it is the intention of staff to include the donation in the final FY 2027 totals in all published documents. If the annual FY 2027 Appropriation of \$370,469,495 is adopted as presented, this amendment will result in a final FY 2027 Budget total of \$370,514,495.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If the Ordinance approving the Budget Amendment of \$45,000 is approved, the final FY 2027 Adopted Budget for the City's 28 funds will be \$370,514,495. The Ordinance and Exhibit follow this memo. The Exhibit lists the accounts to be adjusted to include the \$45,000 Budget Amendment.

**Attachments:**

1. Ordinance
2. Ordinance - Exhibit A

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY**

**WHEREAS**, on April 13, 2026 by Ordinance Number 2026-XX, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2026, and Ending April 30, 2027, City of Bloomington, which Ordinance was approved by Mayor Dan Brady on April X, 2026; and

**WHEREAS**, a Budget Amendment is needed in the amount of \$45,000 for the City's annual donation to the McLean County Museum of History.

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

**SECTION 1.** Ordinance Number 2026-XX (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2027) is further hereby amended by inserting the following line items and amounts presented in Exhibit A and in the appropriate place in said Ordinances.

**SECTION 2.** Except as provided for herein, Ordinance Number 2026-XX shall remain in full force and effect, provided that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2026-XX.

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

**SECTION 4.** This Ordinance shall take effect immediately after approval and publication as required by law.

**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.

**PASSED** this 13th day of April 2026.

**APPROVED** this \_\_\_\_ day of April 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2027 Budget Amendment-Exhibit A**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
10010010-40000	General	Use of Fund Balance	\$ (45,000.00)
10019170-75028	General	McLean County Museum of History	\$ 45,000.00
<b>Net Transaction:</b>			<b>\$ -</b>