



**City of Bloomington
City Council
Regular Session
April 27, 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 27, 2026 - 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation in Recognition of Brandon Holtz, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - B. Proclamation Recognizing Fair Housing Month, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - C. Proclamation Recognizing 170th Anniversary of Franklin Square, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - D. Proclamation Recognizing 57th Annual Professional Municipal Clerks Week, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
- 7. 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 23, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,280,649.90, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - C. Consideration and Action on Approving Boards and Commissions**

Reappointments and Appointment, as requested by the Administration Department. (Recommended Motion: The proposed Reappointments and Appointment be approved.)

- D. **Consideration and Action on a Resolution Approving the Purchase of a New Public Address System at the Bloomington Center for the Performing Arts (Bid #2026-30) with Sound Productions, LLC, in the Amount of \$67,140, as requested by the Arts & Entertainment Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving the Modification of the Grants Awarded for Fiscal Year 2027 by the John M. Scott Health Care Trust, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Authorizing the Filing of the 2026 Community Development Block Grant (CDBG) Annual Action Plan Application (May 1, 2026-April 30, 2027), as requested by the Community Impact & Enhancement Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action to Approve a Resolution Authorizing a Joint Funding Agreement with the United States Department of the Interior - U.S. Geological Survey - Central Midwest Water Science Center, for Water Resource Investigations, in the Amount of \$91,832, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving an Agreement for the Proposal of Insurance, Brokered by Arthur J. Gallagher, for Fiscal Year 2027, in the Amount of \$1,785,479, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving an Agreement for Third Party Claims Administration Services with Lodestar Claims and Risk Services (Formerly PMA Management Corp), for a Period of One Year, in the Amount of \$159,000, with an Option to Renew for Years Two and Three at an Increase of 3% Annually, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on a Resolution Approving a Contract with Gateway Pyrotechnic Productions, LLC, for the Purchase and Administration of Fireworks Displays for the Annual 4th of July Celebration in Miller Park for the Years 2026 (\$45,000), 2027 (\$40,000), and 2028 (\$40,000), Totaling \$125,000, as requested by the Parks & Recreation Department.** (Recommended Motion: The proposed Resolution be approved.)
- K. **Consideration and Action on a Resolution Approving an Agreement with J. Spencer Construction, LLC, for the #4 Fire Station Kitchen Replacement (Bid #2026-36), in the Amount of \$201,030, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- L. **Consideration and Action on a Resolution Approving an Agreement with Mechanical Service of Galesburg, Inc., for the Fire Station #1 HVAC Removal**

- and Replacement (Bid #2026-37), in the Amount of \$951,404, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- M. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2027 Sidewalk, Curb, and Gutter Replacement Program (Bid #2026-33), in the Amount of \$1,790,874.27, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- N. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for Fiscal Year (FY) 2027 (\$1,722,685), FY 2028 (\$1,861,950), and FY 2029 (\$2,013,140) for Utility Maintenance (Bid #2026-23), Totaling \$5,597,775, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- O. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for Fiscal Year (FY) 2027 (\$716,600), FY 2028 (\$616,980), and FY 2029 (\$738,950) Street, Alley, and Sidewalk Maintenance (Bid #2026-25), Totaling \$2,072,530, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- P. **Consideration and Action on a Resolution Approving an Agreement with Rathje Enterprises, Inc., for Fiscal Year (FY) 2027 (\$186,945), FY 2028 (\$194,630), and FY 2029 (\$211,780) for Traffic Signal Maintenance (Bid #2026-24), Totaling \$593,355, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- Q. **Consideration and Action on a Resolution Approving an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc., for the Fiscal Year 2027 General Resurfacing Program, in the Amount of \$5,836,691.23, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- R. **Consideration and Action on a Resolution Authorizing the City to Work with Crawford, Murphy & Tilly, Inc., to Remove the Planned Flex Lane Along the East Side of North Main Street and Replace it with Permanent Parking and Loading Zones, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- S. **Consideration and Action on a Resolution Approving an Amendment to the Agreement with Stark Excavating, Inc. for the Construction of the Watermain Along the Illinois Department of Transportation US 51 Rehabilitation and Watermain Replacement Project (Bid #2026-09) with the City of Bloomington, IL, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- T. **Consideration and Action on an Ordinance Authorizing the City of Bloomington to Increase the Borrow Funds from the Public Water Supply Loan Program from \$9,000,000 to an Amount Not to Exceed \$11,500,000, for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, as requested by the Water Department.** (Recommended Motion: The proposed Ordinance be

approved.)

- U. **Consideration and Action on an Ordinance Approving a Real Estate Purchase by the City, for the Property Commonly Known as 717 South Clayton Street, in Preparation for Phase 6 of the East Street Detention Basin and Sewer Project (Clayton Miller Basin), in the Amount of \$165,480 (PIN: 21-09-231-013), as requested by the Engineering Department.** (Recommended Motion: The proposed Ordinance be approved.)
- V. **Consideration and Action on an Ordinance Approving a Preliminary Plan for the Subdivision to be Known as Vista Crossing, for the Property Commonly Known as 2805 Beich Road (PIN: 21-19-326-010), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- W. **Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$500,000 for the Empire TIF Fund, to Utilize Reserves for a Payment to Bloomington Empire, LLC, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- X. **Consideration and Action on an Ordinance Amending City Code Chapters 2 (Administration) and 22.2 (Human Relations) Merging the Powers and Duties of the Welcoming America Commission with the Powers and Duties of the Human Relations Commission and Increasing the Number of Human Relations Commissioners, as requested by the City Clerk Department.** (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. **Presentation and Discussion on the 2025 Annual Report by the Public Service and Community Relations Board (PSCRB), as requested by the City Clerk Department.** (Recommended Motion: None; Presentation only.) (Presentation by Arthur Taylor, PSCRB Representative, 10 minutes; and City Council Discussion, 10 minutes.)
- B. **Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 7 and the Schedule of Fees Creating a Festival License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Leslie Yocum, City Clerk, 5 minutes; and City Council Discussion, 5 minutes.)
- C. **Consideration and Action on a Resolution Approving an Agreement with Firefly Services for a Drone Show to be Performed in Celebration of the United States 250th Anniversary, in the Amount of \$60,000, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Billy Tyus, Senior Deputy City Manager, 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. **The Council will enter into Executive Session under Section 2(c)(6) of 5 ILCS 120 to set a price for the sale or lease of property owned by the City. The Council reserves the right to go into Executive Session for other reasons 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.



Recognition/Appointments Item No. 5.A.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Proclamation in Recognition of Brandon Holtz, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - Brandon Holtz



*Mayoral Proclamation
In Recognition of Brandon Holtz*

WHEREAS, Bloomington native Brandon Holtz earned the chance to compete in the Masters, the most prestigious tournament in golf, by winning the U.S. Mid-Amateur Championship last September in Arizona; and,

WHEREAS, One of six amateurs in the star-studded Masters field, Brandon shot 81 in the first round and 78 in the second at Augusta National Golf Club. His father, Jeff, served as his caddie. Brandon's 78 was highlighted by three birdies, including two straight on the 15th and 16th holes. A 39-year-old real estate agent, he did not make the cut for the final two rounds, but gained valuable experience playing with and against the best golfers in the world; and,

WHEREAS, He played practice rounds with two of golf's elite players, Tommy Fleetwood and Jordan Spieth, and played in the tournament with two-time Masters champion Bubba Watson; and,

WHEREAS, Brandon was joined by family and friends at the Masters, including his wife, Elizabeth, and their young children, Baker and Millie; and,

WHEREAS, The U.S. Mid-Amateur victory also secured Brandon a spot in the U.S. Open, which will be played in June at Shinnecock Hills Golf Club in New York. Like the Masters, the U.S. Open is among golf's grand slam events. His brother, Brent, will be his caddie; and,

WHEREAS, Brandon played golf at Bloomington High School, helping his team to second- and third-place state finishes, but his first love was basketball. He was an all-state guard on highly successful BHS teams and earned a basketball scholarship to Illinois State. He played for the Redbirds from 2005-09; and,

WHEREAS, His basketball career over, Brandon turned his focus and competitive fire to golf. He played professionally on mini-tours for several years, but regained his amateur status in 2024. He won the Bloomington-Normal Medal Play and Best Ball championships in 2025.

THEREFORE, I, Dan Brady, Mayor of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim and recognize Brandon Holtz for his exemplary performance in sports.

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

Dan Brady
Mayor



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

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.B.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Proclamation Recognizing Fair Housing Month, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - 2026 Fair Housing Month



Proclamation
In recognition of Fair Housing Month
in Bloomington, Illinois

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, or disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Bloomington is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, the City of Bloomington is committed to affirmatively furthering fair housing in our community; and

WHEREAS, Prairie State Legal Services provides housing legal services within the City of Bloomington funded in part by the City's Community Development Block Grant (CDBG) program.

WHEREAS, the City of Bloomington is partnering with the Mid-Illinois Realtors Association to host a Housing and Resource Fair on April 29, 2026, at Eastland Mall to provide community members access to housing resources including fair housing information.

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

FAIR HOUSING MONTH

in Bloomington and urge residents to support efforts towards equal housing opportunities for all residents and prospective residents of Bloomington.

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

Dan Brady
Mayor



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

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.C.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Proclamation Recognizing 170th Anniversary of Franklin Square, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - 170th Anniversary of Franklin Park

OFFICIAL PROCLAMATION
*Recognizing the 170th Anniversary of Franklin Square,
Bloomington's First Public Park*

WHEREAS in 1856, prominent Bloomington citizens David Davis, William Flagg, and William Allen executed the deed conveying to the City a parcel of land known as Franklin Square, named in honor of then Mayor Franklin Price, and

WHEREAS Franklin Square, was to become the City of Bloomington's first public park, and

WHEREAS Franklin Square is home to architecturally distinguished homes designed by A.F. Moratz, George Miller, A.L. Pillsbury, and others, and

WHEREAS in 1976 Franklin Square was added to the National Register of Historic places and in 1979 was made a local historic district, and

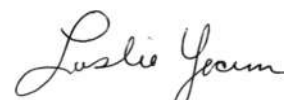
WHEREAS for 170 years Franklin Square has been an inclusive gathering place for reflection, recreation, political parades, suffragette rallies and community connection.

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, do hereby proclaim April 25th, 2026 as Franklin Square Day and urge all citizens to celebrate and enjoy all the benefits Franklin Square and Franklin Park offer the community.

DATED THIS 27th day of April, 2026



Dan Brady
Mayor



Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.D.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Proclamation Recognizing 57th Annual Professional Municipal Clerks Week, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - Municipal Clerks Week 2026



Mayoral Proclamation
57th Annual Professional Municipal Clerks Week
May 3 – 9, 2026

WHEREAS, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on the functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Dan Brady, Mayor of Bloomington, Illinois, do recognize the week of May 3 through May 9, 2026, as **Professional Municipal Clerks Week**, and further extend appreciation to our Professional Municipal Clerk, Leslie Smith-Yocum, and Deputy City Clerk, Amanda Stutsman, for the vital services they perform and their exemplary dedication to the City of Bloomington.

Handwritten signature of Dan Brady in black ink.

Dan Brady
Mayor



Handwritten signature of Leslie Yocum in black ink.

Leslie Yocum
City Clerk



Consent Agenda Item No. 7.A.

For City Council: April 27, 2026

Ward Impacted: City Wide

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

Recommended Motion: The proposed Minutes be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Minutes



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

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

Roll Call

Present: Council Member Jenna Kearns Mayor Dan Brady
Council Member Micheal Mosley
Council Member Sheila Montney
Council Member John Danenberger
Council Member Michael Straza
Council Member Cody Hendricks
Council Member Mollie Ward
Council Member Kent Lee

Absent: Council Member Abby Scott

Mayor Brady informed the public and Council that he had pulled Consent Agenda Item 8.H. and that it would not be considered at the meeting.

Recognition/Appointments

Item 5.A. Proclamation in Recognition of 2026 Community Development Week, as requested by the Administration Department.

William Bessler, City Grants Manager, accepted the Proclamation. He highlighted that for over 50 years the City had had a Community Development Block Grant ("CDBG") Program.

Item 5.B. Recognition of EID-UL-FITR Day, as requested by the Administration Department.

Representatives from the Islamic Center of McLean County, were present to accept the Proclamation. They shared about their organization and how it impacted the community.

Public Comment

Mayor Brady read a public comment statement of procedure. The following provided in-person comments: (1) Rusty Burke; (2) Kaitlyn Selman; (3) Ashley Stadley; (4) Kathryn Petty; (5) Michael Perez; (6) Sarah Adelman; (7) Katherine Scheck; (8) Chris Gibbons; and (9) Madeline Gibbons. Alan Leger spoke virtually. The following emailed public comments: (1) Amanda Matthews; (2) Tori Weinberg; (3) Roy Magnuson; (4) Noah Kirby; (5) Monical Innis; (6) Madi; (7) Jessica Connour; (8) Katherine Scheck; (9) Jesse Slater; (10) Patricia Morin; (11) Bacchaus Wiechman; and (12) Roxanne Ratajski.

Public Hearings

Item 7.A. Public Hearing for the Fiscal Year 2027 Proposed Budget, as requested by the Finance Department. (Recommended Motion: None; Presentation and Public Hearing Only.)

Mayor Brady opened the Public Hearing at 6:39 P.M.

Senior Deputy City Manager ("DCM") Billy Tyus explained that the budget served as the roadmap for implementing the Council's priorities, noting the hearing was the fourth public discussion of the budget held for transparency and additional communication.

Finance Director Scott Rathbun gave a high-level recap of the proposed Fiscal Year ("FY") 2027 budget, noting it followed three prior public budget presentations, briefly highlighted major figures and the capital emphasis, especially in the Water Fund, and provided added perspective on how budget dollars were used.

Mayor Brady opened the floor to the public. No one came forward. He then opened the floor to Council.

Council Member Montney asked for staff to provide Council data trends as they related to public safety.

Council Member Mosley asked whether, after the current surge in water-related capital spending to meet regulatory needs, the overall budget was expected to come back down or if this higher level of spending would become the norm. Director Rathbun stated that the current elevated budget driven by major water capital projects was not expected to be the norm, explaining that next year would also be high, but that overall capital spending would drop significantly after about three years with only somewhat elevated levels continuing for longer-term lead line replacement.

Council Member Montney asked staff to look back over the last five years and provide the total adopted budget versus total actual spending across all funds indicating she had already submitted the request and wanted to confirm whether those numbers had been obtained or shared. Director Rathbun replied that staff had addressed the request during the last budget presentation, noting they maintained an exhibit showing total actual year-to-date expenditures plus encumbrances against the budget, and explained that large variances often resulted from projects, such as major state motor fuel tax-funded road projects being shifted from one year to the next.

Mayor Brady closed the Public Hearing at 6:52 P.M.

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 Montney, to approve the Consent Agenda with the exception of Item 8.H.

Item 8.A. Consideration and Action to Approve the Minutes of the February 23, 2026, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,975,385.73, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 8.D. Consideration and Action on a Resolution Approving a Change Order to Purchase

Order #20260431, with Flock Safety, Inc., for the Flock Partial Annual Agreement Payments, in the Amount of \$26,959.13, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 031

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

Item 8.E. Consideration and Action on a Resolution Approving the Purchase of Fortinet Firewall and Software Licensing from Scientel Solutions, LLC, for the Replacement of Aging Devices, in the Amount of \$84,705.89, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 032

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

Item 8.F. Consideration and Approval of a Resolution Approving the Purchase of Gas Masks for the Bloomington Police Department, from Ray O'Herron, in an Amount of \$73,014, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 033

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

Item 8.G. Consideration and Action on a Resolution Approving a Three-Year Agreement with Placer Labs, LLC, for Venue Analytics Service and Migration Trends Dataset, in the Amount of \$59,467, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 034

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

Item 8.H. Consideration and Action on a Resolution Approving a Three-Party Agreement between the City of Bloomington, CES Farm, LLC, and Central Illinois Regional Airport Authority (CIRA), for the Undeveloped Property South of Ireland Grove Road, Surrounding Abraham Road (PINs: 21-13-200-013, 21-13-200-009, 22-18-100-008, & 22-18-300-007), as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.H. was removed from the Agenda by Mayor Brady and not considered at the meeting.

Item 8.I. Consideration and Action on an Ordinance Approving a Real Estate Purchase by the City, for the Property Commonly Known as 808 East Lincoln Street, in Preparation for the Multi-Phase East Street Detention Basin and Sewer project, in the Amount of \$42,000 (PIN: 21-09-284-006), as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 022

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

Item 8.J. Consideration and Action on an Ordinance (1) Approving a Redevelopment Agreement Between the City of Bloomington and Bloomington Empire, LLC, for the Property Commonly Known as 1312 E. Empire Street; and (2) Rescinding Ordinances #2025-028 and #2025-080 Related to the Same Property, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 023

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

Item 8.K. Consideration and Action on an Ordinance Approving the Final Plat of Interstate Center Subdivision, Lot 1, 2nd Resubdivision, for the Property Commonly Known as 1106 Interstate Drive (PIN: 13-36-401-001), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 024

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

Item 8.L. Consideration and Action on an Ordinance Approving the Final Plat of Empire Business Park Fifteenth Addition, Generally Located Northeast of the Intersection of E. Empire St. and Trinity Ln. (PIN: 15-31-300-020), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 025

AN ORDINANCE APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK FIFTEENTH ADDITION, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF E. EMPIRE ST. AND TRINITY LN. (PIN: 15-31-300-020)

Item 8.M. Consideration and Action on an Ordinance Amending the City Code to Update Terminology Regarding Persons with Disabilities, as well as Amending Chapter 29: Motor Vehicles and Traffic, to Update Accessible Parking Requirements and Enforcement for Persons with Disabilities, as requested by the Police Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 026

AN ORDINANCE AMENDING THE CITY CODE TO UPDATE TERMINOLOGY REGARDING PERSONS WITH DISABILITIES, AS WELL AS AMENDING CHAPTER 29: MOTOR VEHICLES AND TRAFFIC, TO UPDATE ACCESSIBLE PARKING REQUIREMENTS AND ENFORCEMENT FOR PERSONS WITH DISABILITIES

Item 8.N. Consideration and Action on an Ordinance (1) Amending an Intergovernmental Revenue Sharing Agreement Between the County of Mclean, the City of Bloomington, and the Town of Normal to Temporarily Suspend Revenue Payments for Three-Months and (2) Amending Chapter 39 of the City Code Regarding the Payments, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 027

AN ORDINANCE (1) AMENDING AN INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL TO TEMPORARILY SUSPEND REVENUE PAYMENTS FOR THREE-MONTHS AND (2) AMENDING CHAPTER 39 OF THE CITY CODE REGARDING THE PAYMENTS

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on an Ordinance Authorizing the Execution of an Amended Redevelopment Agreement by and between the City of Bloomington, Illinois, and UEP Bloomington, LLC, as requested by the Administration Department.

Senior DCM Tyus provided an overview of the Item, explaining that the original project had been approved for \$68 million to convert the old State Farm property into studio, one-, two-, and three-bedroom apartments with a rooftop restaurant/food hall and ground-floor commercial space. He explained that the agreement needed to be restructured due to changing financial markets and construction costs. He described the project's phases: Phase 1 would create 57 apartments and a Starbucks, Phase 1B would rehabilitate the Park Plaza garage (recently purchased by the developer) and add public parking on the ground floor, and Phase 2 would finish the remaining apartments, the food hall, and additional retail/restaurant space. He then outlined a potential \$600,000 Tax Increment Financing ("TIF") bridge loan that could occur in December of 2027 if the developer failed to secure required historic tax credits, noting the repayment plan and emphasizing added safeguards. He explained how the amendment would also remove the Coachman site obligation from the agreement, so the City could pursue that property separately.

Council Members Ward and Lee, Senior DCM Tyus, and Kelly Pfeifer, Development Services Director, discussed the project timeline.

Council Member Hendricks emphasized that he supported local businesses, and that Council was not voting on whether a Starbucks would be approved, but rather on an agreement that would require food-related and commercial uses on the first floor leaving specific tenant selection to the developer. He confirmed with Senior DCM Tyus that Project Labor Agreement ("PLA") language regarding using local labor was still being upheld with the developer.

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

Motion Carried.

ORDINANCE NO. 2026 - 028

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND UEP BLOOMINGTON, LLC

The following Item was presented:

Item 9.B. Consideration and Action on a Resolution Approving a Three-Year Contract with Granicus, LLC, for Government Experience Service Cloud Advanced Platform from Granicus, in the Amount of \$637,593.25, as requested by the Information Technology Department.

Senior DCM Tyus introduced the Item, stating it would modernize and consolidate the City's fragmented digital systems into a single, more user-friendly platform, improving the public's ability to find information, and ensuring compliance with new Americans with Disabilities Act ("ADA") accessibility requirements.

Mark Owens, Special Project Manager, explained that the current website and digital tools were old, fragmented, and running on technology being phased out just as new federal ADA accessibility rules were taking effect. He noted that maintaining multiple separate systems was costly, complex, and risky. He shared that the proposed contract would modernize and unify the City's main website and sub-sites into one ADA-compliant platform, replace several existing tools and licenses, add features such as an AI (Artificial Intelligence)-assisted digital help tool, unlimited accessible online forms and workflows, and a modern mobile app, and ultimately improve online services while reducing long-term maintenance and duplication of effort.

Council Member Montney and Kim Steelman, a Granicus Representative, discussed the analysis of operational complexity and long-term maintenance burden. They then discussed how the projected call-volume reductions and efficiency gains from the platform would interact with the City's existing Hub. Ms. Steelman stressed the goal was to free up staff time.

Council Member Mosley noted that he had independently reviewed Granicus' online materials about efficiency gains and case studies.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

RESOLUTION NO. 2026 - 035

A RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH GRANICUS, LLC, FOR GOVERNMENT EXPERIENCE SERVICE CLOUD ADVANCED PLATFORM FROM GRANICUS, IN THE AMOUNT OF \$637,593.25

Finance Director's Report

Director Rathbun delivered a brief monthly financial update, reporting overall revenues and highlighting home rule and state sales taxes were trending ahead of budget, while other areas

(health insurance and intergovernmental payments) were trending higher than expected. He stated that the City expected to use about \$5 million in General Fund reserves instead of the \$13.5 million originally budgeted, ending the year with an estimated General Fund balance of roughly \$35.8 million.

Council Member Montney asked whether, given the stronger-than-expected revenues now known, the City needed to raise property taxes by \$3 million. Director Rathbun explained that the increase was still needed because staff had projected a roughly \$4 million structural deficit plus about \$4 million in inflationary pressures going into FY 2027, for a total gap of about \$8 million.

City Manager's Discussion

Senior DCM Tyus reported that the City's severe drought designation had been lifted, though conservation was still encouraged. He highlighted a recent Trisha Yearwood concert at the Bloomington Center for Performing Arts ("BCPA") that had set a new single-event ticket-sales record, and that the Bloomington Bison were in contention for a playoff spot.

Council Member Discussion

Council Member Lee reported that Route 9 was down to one lane due to construction and cautioned drivers to be careful. He asked staff to ensure Downtown construction crews kept the single open lane clear so emergency vehicles could get through.

Council Member Kearns announced that the Public Safety and Community Relations Board ("PSCRB") would hold its quarterly meeting on Wednesday and noted that the Police Chief would be in attendance to discuss the Flock safety camera system. She encouraged attendance.

Mayor's Discussion

Mayor Brady reported that the Bloomington Bison could face the Indiana Fuel in the playoffs. He celebrated having attended an event at the Bloomington Police Department to thank Congressman Darin LaHood for securing more than \$500,000 in community grant funding to support technology and intelligence capabilities in the Police Real-Time Crime Center.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The meeting adjourned at 7:34 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 23, 2026, 6:00 PM
Page 7 of 7



Consent Agenda Item No. 7.B.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,280,649.90, 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 \$9,280,649.90 (Payroll total \$3,857,613.92, Accounts Payable total \$5,197,033.35, and Bank Transfers total \$226,002.63).

Attachments:

1. FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/17/2026	2,829,396.44	1,028,217.48	3,857,613.92
Off Cycle Adjustments	-	-	-
PAYROLL TOTAL			3,857,613.92

ACCOUNTS PAYABLE

Date	Bank	Total
4/27/2026	AP General	\$ 4,315,272.56
4/27/2026	AP JMScott	\$ -
4/27/2026	AP Comm Devel	\$ 82,427.85
4/27/2026	AP IHDA	\$ -
4/27/2026	AP Library	\$ 128,200.51
4/27/2026	AP MFT	\$ 134,994.74
04/09/2026-04/17/2026	Out of Cycle AP	\$ 536,137.69
03/04/2026-04/22/2026	AP Bank Transfers	\$ 226,002.63
	PCARDS	\$ -
ACCOUNTS PAYABLE TOTAL		\$ 5,423,035.98

GRAND TOTAL \$ 9,280,649.90

Respectfully,

**F Scott Rathbun
Director of Finance**



Consent Agenda Item No. 7.C.

For City Council: April 27, 2026

Ward Impacted: City Wide

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

Recommended Motion: The proposed Reappointments and Appointment be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

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

Human Relations Commission: Uma Kailasam's reappointment, if approved, is effective 05-01-26, with an expiration date of 04-30-29.

Library Board of Trustees: Catrina Parker's reappointment, if approved, is effective 05-01-26, with an expiration date of 12-18-27. Ashlee Sang's reappointment, if approved, is effective 05-01-26, with an expiration date of 04-30-29.

Planning Commission: Pete Pontius' appointment, if approved, is effective 05-01-26, with an expiration date of 04-30-29.

Police Pension Board: Jan Murphy's reappointment, if approved, is effective 05-01-26, with an expiration date of 04-30-28.

Public Safety and Community Relations Board: Ashley Farmer's, Rachel McFarland's, and Sean Murphy's reappointment, if approved, are effective 05-01-26, with an expiration date of 04-30-29. Yvett Hernandez's reappointment, if approved, is effective 05-01-26, with an expiration date of 04-30-27.

Transportation Commission: Elicsha Sanders' reappointment, if approved, is effective 05-01-26, with an expiration date of 04-30-29.

Zoning Board of Appeals: Matt Steinkoenig's and John Poling's reappointments, if approved, are effective 05-01-26, with an expiration date of 04-30-29.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. B&C Roster

HUMAN RELATIONS COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Human Relations Commission	Staff Liaison	Greg	Wilson				false
Active	Human Relations Commission	Staff Advisor	Nicole	Albertson				false
Hold Over	Human Relations Commission	Commissioner	Kiranmayi (Kiran)	Konam	4/30/2023	4/27/2020	2014	true
Hold Over	Human Relations Commission	Chair	Rhonda	Smith	4/30/2023	4/27/2020	2011	true
Hold Over	Human Relations Commission	Commissioner	Netia	Carey	4/30/2023	4/27/2020	2020	true
Hold Over	Human Relations Commission	Commissioner	Uma	Kailasam	4/30/2026	11/22/2021	2021	true
Active	Human Relations Commission	Commissioner	Anthony	Jones	4/30/2027	6/10/2024	2016	true
Active	Human Relations Commission	Commissioner	Amy	Endicott	4/30/2027	6/24/2024	2024	true
Active	Human Relations Commission	Commissioner	Mitchell	D'Rozario	4/30/2027	3/10/2025	2025	true

LIBRARY BOARD OF TRUSTEES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Ashlee	Sang	4/30/2026	10/28/2024	2024	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true
Active	Library Board of Trustees	Member	Alok	Hoonka	4/30/2027	2/24/2025	2025	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2028	3/24/2025	2024	true
Active	Library Board of Trustees	Trustee	Craig	McCormick	4/30/2028	3/24/2025	2024	true
Active	Library Board of Trustees	Member	Melissa	Libert	4/30/2028	9/8/2025	2025	true

PLANNING COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Planning Commission	Commissioner	Rachael	Mosley	4/30/2028	4/28/2025	2025	true
Active	Planning Commission	Member	Thomas	Krieger	4/30/2026	4/10/2023		true
Active	Planning Commission	Vice Chair	Anna	Sochotsky (Patino)	4/30/2026	5/22/2023		true
Active	Planning Commission	Member	Mark	Muehleck	4/30/2026	8/28/2023	2020	true
Active	Planning Commission	Member	David	Lewis	4/30/2026		05/22/2023	true
Active	Planning Commission	Member	Goverdhan	Galpalli	4/30/2027	6/24/2024	01/10/2022	true
Active	Planning Commission	Chair	William	Peradotti	4/30/2027	6/24/2024	05/22/2023	
Active	Planning Commission	Member	Mary Ann	Cullen	4/30/2027	6/24/2024	08/14/2023	true
Active	Planning Commission	Vice-Chair	Jacqueline (Jackie)	Beyer	4/30/2028	3/24/2025		true
Active	Planning Commission	Member	John	Prior, Jr.	4/30/2028	10/27/2025	2025	true

POLICE PENSION BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Police Pension Board	Trustee	Ed	Moser	4/30/2019	5/1/2019	2017	false
Active	Police Pension Board	Secretary	Matthew	Dick	4/30/2019	5/1/2015	2015	false
Active	Police Pension Board	President	Paul	Swanlund	4/30/2020	5/1/2015	2015	false
Active	Police Pension Board	Trustee	Scott	Rathbun	4/30/2024	5/23/2022	2018	false
Active	Police Pension Board	Commissioner	Jan	Murphy	4/30/2026		2023	true

PSCRB ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Chair	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Youth Member	Yvett	Hernandez	4/30/2026	2/24/2025	2025	true
Active	Public Safety & Community Relations Board	Youth Member	Giselle	Lee	4/30/2026	3/10/2025	2025	true
Active	Public Safety & Community Relations Board	Board Vice Chair	Tylian	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2028	3/24/2025	2017	true
Active	Public Safety & Community Relations Board	Commissioner	Ricardo	Alvarado	4/30/2029	10/27/2025	2025	true

TRANSPORTATION COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Transportation Commission	Commissioner	Joseph	Blaney	4/30/2024	8/26/2024	2021	true
Active	Transportation Commission	Commissioner	John	Corey	4/30/2026	4/27/2020	2019	true
Active	Transportation Commission	Commissioner	Elicsha	Sanders	4/30/2026	5/22/2023	2020	true
Active	Transportation Commission	Commissioner	Charles	Brim	4/30/2028	9/8/2025	2025	true

ZONING BOARD OF APPEALS ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2026	8/28/2023	2017	true
Active	Zoning Board of Appeals	Board Member	Matt	Steinkoenig	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	John	Poling	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2027	5/13/2024	2018	true
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2028	3/24/2025	2020	false
Active	Zoning Board of Appeals	Board Member	Rebecca	Welch	4/30/2028	9/8/2025	2025	true
Active	Zoning Board of Appeals	Board Member	Melissa	Woods	4/30/2028	9/8/2025	2025	true



Consent Agenda Item No. 7.D.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of a New Public Address System at the Bloomington Center for the Performing Arts (Bid #2026-30) with Sound Productions, LLC, in the Amount of \$67,140, as requested by the Arts & Entertainment 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 a defined level of services.

Background: The Bloomington Center for the Performing Arts (BCPA) main auditorium public address system has reached the end of its useful life. In the twenty years since the system was installed, there have been numerous improvements in sound system technologies, which have opened up new options for higher quality sound reinforcement and disbursement for our space.

The original system is a "point-source" setup with speaker boxes positioned in dozens of locations throughout the room to provide audio for patrons regardless of where they were seated. While this system achieves acceptable sound coverage for the space, it introduces more issues with phase and time alignment of sound due to the multiple speaker locations. The newly specified system will be of a line-array style deployment with all main speakers located in just three zones on the downstage left and right sides, as well as front fills for the first few rows of seats. This will provide improved consistency of coverage while also eliminating many of the time alignment issues that come with the point-source deployment.

This bid was released in *The Pantagraph* and on the City's eProcurement platform, *OpenGov*, on Tuesday, February 24, 2026. There were five (5) bid submissions, and Sound Productions, LLC, was the lowest responsive bidder. The local preference policy did not impact the results.

The current project involves the purchase and delivery of the new speakers which will be installed by Arts & Entertainment Production Management and house crew. Removal of the old system will also be completed by in-house staff.

Community Groups/Interested Persons Contacted: The Pantagraph & OpenGov

Financial Impact: If approved, the City will make the said purchase in the amount of \$67,140. This will be paid from the BCPA-Capital Outlay Equipment Other than Office account (10014125-72140-20000). The Arts & Entertainment Department included \$100,000 in the FY 2026 Budget for this system. Stakeholders can locate this in the Budget Book titled "Budget Overview & General Fund" on page 200, and the Budget Book titled "Other Funds & Capital

Improvement" on page 99.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. BCPA PA System Evaluation Tabulation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE PURCHASE OF A NEW PUBLIC ADDRESS SYSTEM AT THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (Bid #2026-30), FROM SOUND PRODUCTIONS, LLC, IN THE AMOUNT OF \$67,140

whereas, subject to the provisions of the city code, city staff are recommending the purchase of a new public address system at the Bloomington Center for the Performing Arts, from Sound Productions, LLC, in the amount of \$67,140 (“Purchase”); and

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

WHEREAS, the Bloomington Center for Performing Arts (“BCPA”) sound system has been in place for twenty (20) years and has reached the end of its useful life; and

WHEREAS, the newly specified system will be of a line-array style deployment with all main speakers located in just three zones on the downstage left and right sides, as well as front fills for the first few rows of seats; and

WHEREAS, this will provide improved consistency of coverage while also eliminating many of the time alignment issues that come with the point-source deployment; and

WHEREAS, the Purchase consists of a new EAW KF210 line array with MKD526 front fills sound system; 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 27th day of April 2026.

APPROVED this ____ day of Month 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



THIS IS NOT AN INVOICE
 INVOICE(S) WILL FOLLOW WHEN SHIPPED

Quote

Sound Productions
 6631 N Belt Line Rd # 100
 Irving, TX, 75063-6001
 Phone: 972-550-0001

Order No.: QT0412057
Order Date: 2/25/2026
Delivery Date:
Customer ID: B001913117
Account Manager
For: Carla Murillo

SOLD TO:	SHIP TO:
City of Bloomington 115 East Washington Sreet, ste 403 Bloomington IL 61701 United States of America	City of Bloomington 115 East Washington Sreet, ste 403 Bloomington IL 61701 United States of America

Confirm To:
Sean Pace

Notes:

CUSTOMER P.O.	SHIP VIA	TERMS
	UPS Ground	PREPAY

ITEM	UOM	Ordered	Shipped	Back Order	WHSE	PRICE	EXTENDED PRICE
201054: EAWNOR EAW KF210 BLACK	EACH	16.00	0.00	16.00	SPW	2,330.00	37,280.00
203549: EAWNOR UX4416 AMPLIFIER DANTE 4 x 2600W @ 4 Ohm Touring Amplifier. Dante	EACH	3.00	0.00	3.00	SPW	7,875.00	23,625.00
115561: EAWNOR FLYBAR NTX210L BLACK 2071074-90	EACH	2.00	0.00	0.00	SPW	1,200.00	2,400.00
144061: EAWNOR MKD526 BLACK 2071481-90	EACH	4.00	0.00	4.00	SPW	580.00	2,320.00
138572: EAWNOR UX4403 AMPLIFIER 2071587-80	EACH	1.00	0.00	1.00	SPW	1,515.00	1,515.00

As manufacturer product and delivery costs are changing rapidly, quotes are subject to change at any time. Please confirm pricing and delivery times with your Account Manager prior to completing the order.

Sound Productions thanks you for your purchase.

All returned products require a visible RA number and must be returned within 30 days of Invoice date or will be refused. A restocking charge will be assessed on all returned goods. Items that cannot be returned include: non-stock and special order items, speakers and in-ears monitors. All clearance sales final. Shipping charges cannot be refunded. The purchaser agrees this invoice is due and payable in Dallas County, Texas. Reasonable attorney fees and court costs will be charged to enforce collection.

Sales Total:	67,140.00
Freight & Misc.:	0.00
Tax Total:	0.00
Discounts:	0.00
Prepayment	0.00
Total Due (USD):	67,140.00



City of Bloomington
Arts & Entertainment
 Anthony Nelson, Director
 115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2026-30

Bloomington Center for the Performing Arts PA Sound System Upgrade

RESPONSE DEADLINE: March 9, 2026 at 10:00 am

Report Generated: Friday, April 10, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Sound Productions, LLC	\$67,140.00
Full Compass Systems Ltd	\$69,454.00
JRLX Inc.	\$71,673.00
Taza Supplies Inc.	\$86,184.00
Bennett Electronic Service Co., Inc.	\$86,639.00

BID #2026-30 BLOOMINGTON CENTER FOR THE PERFORMING ARTS - PA SOUND SYSTEM UPGRADE

Base Bid

Selected	Line Item	Description	Quantity	Unit of Measure	Bennett Electronic Service Co., Inc.		Full Compass Systems Ltd		JRLX Inc.		Sound Productions, LLC		Taza Supplies Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	EAW KF210 - MFR # 201481-90 or an approved equal.	16	Each	\$3,228.00	\$51,648.00	\$2,580.00	\$41,280.00	\$2,658.60	\$42,537.60	\$2,330.00	\$37,280.00	\$3,024.00	\$48,384.00

EVALUATION TABULATION
 ITB No. Bid #2026-30
 Bloomington Center for the Performing Arts PA Sound System Upgrade

Bid #2026-30 Bloomington Center for the Performing Arts - PA Sound System Upgrade														
Selected	Line Item	Description	Quantity	Unit of Measure	Bennett Electronic Service Co., Inc.		Full Compass Systems Ltd		JRLX Inc.		Sound Productions, LLC		Taza Supplies Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	EAW UX4416 - MFR # 2071940 or an approved equal.	3	Each	\$8,764.00	\$26,292.00	\$7,110.00	\$21,330.00	\$7,337.40	\$22,012.20	\$7,875.00	\$23,625.00	\$9,180.00	\$27,540.00
X	3	EAW FLYBAR KF210/NTX210L - MFR #2071074-90 or an approved equal.	2	Each	\$1,676.00	\$3,352.00	\$1,300.00	\$2,600.00	\$1,372.35	\$2,744.70	\$1,200.00	\$2,400.00	\$2,160.00	\$4,320.00
Total						\$81,292.00		\$65,210.00		\$67,294.50		\$63,305.00		\$80,244.00

BID #2026-30 BLOOMINGTON CENTER FOR THE PERFORMING ARTS - PA SOUND SYSTEM UPGRADE

Alternate Bid #1

Bid #2026-30 Bloomington Center for the Performing Arts - PA Sound System Upgrade														
Selected	Line Item	Description	Quantity	Unit of Measure	Bennett Electronic Service Co., Inc.		Full Compass Systems Ltd		JRLX Inc.		Sound Productions, LLC		Taza Supplies Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	EAW MKD526 - MFR # 2071595-90 or an approved equal.	4	Each	\$809.00	\$3,236.00	\$641.00	\$2,564.00	\$661.50	\$2,646.00	\$580.00	\$2,320.00	\$972.00	\$3,888.00
Total						\$3,236.00		\$2,564.00		\$2,646.00		\$2,320.00		\$3,888.00

BID #2026-30 BLOOMINGTON CENTER FOR THE PERFORMING ARTS - PA SOUND SYSTEM UPGRADE

EVALUATION TABULATION
 ITB No. Bid #2026-30
 Bloomington Center for the Performing Arts PA Sound System Upgrade

Alternate Bid #2

Bid #2026-30 Bloomington Center for the Performing Arts - PA Sound System Upgrade														
Selected	Line Item	Description	Quantity	Unit of Measure	Bennett Electronic Service Co., Inc.		Full Compass Systems Ltd		JRLX Inc.		Sound Productions, LLC		Taza Supplies Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	EAW UXA4403 – MFR # 2071587-80 or an approved equal.	1	Each	\$2,111.00	\$2,111.00	\$1,680.00	\$1,680.00	\$1,732.50	\$1,732.50	\$1,515.00	\$1,515.00	\$2,052.00	\$2,052.00
Total						\$2,111.00	\$1,680.00	\$1,732.50	\$1,515.00	\$2,052.00				



Consent Agenda Item No. 7.E.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Modification of the Grants Awarded for Fiscal Year 2027 by the John M. Scott Health Care Trust, as requested by the Community Impact & Enhancement Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: On February 9, 2026, Council passed the Fiscal Year ("FY") 2027 John M. Scott Health Care Trust grant awards for Category I and II. After Council approved the funding for FY 2027, staff were notified that one of the awarded grantees, unfortunately, would close and no longer be able to accept the grant funding of \$36,500. Once notified, the John M. Scott Health Care Commission ("Commission") began evaluating what options were available to reallocate funds that were slated for the closing grantee (God's Mission Ministry).

On March 24, 2026, the Commission voted to approve a reallocation plan that made changes to Category II funding amounts for five grantees. The Commission's action also moved \$20,000 to a separate grant category (Category III) funding line-item for FY 2027. Category III awards will be presented to Council in May 2026 for consideration and action.

The following graph shows which FY 2027 Category II grantees Council approved will have revised funding amounts under the Commission's recommendation. In summary, of the \$36,500 that requires reallocation, \$16,500 was reallocated to FY 2027 Category II grantees. The remaining \$20,000 will be moved to FY 2027 Category III-Emergent Need grantees.

Category	Grantee	Program	FY2027 Original Award	FY2027 Revised Award	Net Change
Category II-Program	God's Mission Ministry	Unhoused Street Outreach	\$36,500	\$0.00	- \$36,500
Category II-Program	OSF Health Care System	Peace Meal Senior Nutrition Program	\$50,000	\$53,000	+\$3,000
Category II-	Brightpoint	Crisis Nursery Overnight Expansion	\$55,112.25	\$58,112.25	+\$3,000

Program					
Category II-Program	West Bloomington Revitalization Project	Westside Rides	\$35,000	\$40,000	+\$5,000
Category II-Program	The Center for Youth and Family Solutions	Child, Adolescent, and Family Behavioral Health Services	\$32,000	\$35,000	+\$3,000
Category II-Program	YouthBuild McLean County	Youth Mental Health Services	\$30,000	\$32,500	+\$2,500

Attached to this memo is the revised FY 2027 Award Recommendation Breakdown with all grantees listed. With these changes, the total Category I and Category II funding recommendation for FY 2027 will be \$887,055.41. Category III funding will be set at \$60,000 for FY 2027, and administrative costs associated with managing the Trust are \$57,200. The recommended changes do not modify the overall budget for the John M. Scott Health Care Trust program in FY 2027 of \$1,004,255.41.

Community Groups/Interested Persons Contacted: Marketing for Trust grant funding was conducted through social media communication, information available on the City's website, word-of-mouth outreach from Commission members, and email communications.

Financial Impact: The award of FY 2027 Trust grants has no impact on the City's General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related program costs, including the reimbursement of time spent by Community Impact & Enhancement Department staff. If approved, the FY 2027 Category I grant awards, totaling \$250,000.00, will be paid from the John M. Scott Health Care Trust-Grant Program account (72102100-79130-59000), and the FY 2027 Category II grant awards, totaling \$637,055.41, will be paid from John M. Scott Health Care Trust-Grant Program account (72102100-79130-59100). These funds are included in the FY 2027 John M. Scott Health Care Trust Budget. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 166.

Attachments:

1. Resolution
2. Revised FY 2027 Award Recommendations

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A MODIFICATION OF THE GRANTS AWARDED FOR FISCAL YEAR 2027 BY THE JOHN M. SCOTT HEALTH CARE TRUST

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified recipients; and

WHEREAS, the John M. Scott Health Care Commission (“Commission”) reviewed various grant applications and proposals for distribution in Fiscal Year (“FY”) 2027 and is recommending the Trustee award the grants set forth in this Resolution; and

WHEREAS, modifications to the FY 2027 grant awards are necessary due to one of the original FY 2027 grantees withdrawing from the grant program; and

WHEREAS, as a result of the withdrawal, \$36,500 of the FY 2027 funding became unencumbered and needs to be re-allocated as set forth in this Resolution; and

WHEREAS, the Commission recommended that \$16,500 be reallocated to grantees set forth in this Resolution; and

WHEREAS, the Commission shall be approved to reallocate \$20,000 to FY 2027 Category III-Emergent Need awards.

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

SECTION 1. The above recitals are incorporated by reference as if specifically stated in full.

SECTION 2. Grant Awards. The grant awards set forth in Section 2 of Resolution 2026-022 shall be revised to remove the grant to God’s Mission Ministry. In addition, the following entities previously awarded Category II grants shall have their grants increased to the indicated amount. (1) OSF Healthcare System (\$53,000); (2) Brightpoint (\$58,112.25); (3) West Bloomington Revitalization Project (\$40,000); (4) The Center for Youth and Family Solutions (\$35,000); (5) YouthBuild McLean County (\$32,500).

SECTION 3. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Revised Fiscal Year 2027 Award Recommendation Breakdown

Category	Applicant	Request	FY2027 Funding
Category I	Community Health Care Clinic (10766)	General Operating	\$125,000 (per fiscal year ending FY2028)
Category I	McLean County Center for Human Services (10789)	General Operating	\$125,000 (per fiscal year ending FY2028)
Category II-Capital	Applicant	Request	FY2027 Funding
Category II-Capital	Lifelong Access (10941)	ADA Bathroom Remodel for Supportive Housing	\$20,000
Category II-Capital	Community Health Care Clinic (10950)	Dental Clinic Equipment	\$52,443.16
Category II-Program	Applicant	Request	FY2027 Funding
Category II-Program	OSF (10933)	Peace Meals Senior Nutrition Program	\$53,000
Category II-Program	Bloomington-Normal YMCA (10934)	Healthy Kids Program	\$15,000
Category II-Program	Faith In Action (10935)	Senior Transportation and Services	\$25,000
Category II-Program	Home Sweet Home Ministries (10936)	The Bridge Operations	\$75,000
Category II-Program	One Hope Project (10939)	Eating Disorder Program	\$70,000
Category II-Program	Lifelong Access (10940)	Wellness for All Program	\$20,000
Category II-Program	Brightpoint (10942)	Crisis Nursery Overnight expansion	\$58,112
Category II-Program	West Bloomington Revitalization Project (10944)	Westside Rides	\$40,000
Category II-Program	Project Oz (10946)	Transitional Housing	\$24,000
Category II-Program	Living Well United (10955)	Rural McLean County Senior Services	\$20,000
Category II-Program	The Center for Youth and Family Solutions (10957)	Behavioral Services Support Program	\$35,000

Category II-Program	Community Health Care Clinic (10968)	Free Medication for Uninsured	\$25,000
Category II-Program	INtegrity Counseling, Inc. (10972)	Counseling Program and Education	\$35,000
Category II-Program	West Bloomington Revitalization Project (10973)	Healthy Eating Program	\$37,000
Category II-Program	YouthBuild McLean County (10974)	Youth Mental Health Services	\$32,500
FY 2027 Funding Recommendation		Total Funding Recommendation	\$887,055.41



Consent Agenda Item No. 7.F.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Authorizing the Filing of the 2026 Community Development Block Grant (CDBG) Annual Action Plan Application (May 1, 2026- April 30, 2027), as requested by the Community Impact & Enhancement Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

Background: CDBG General Structure

On May 1, 2026, the City of Bloomington will begin the 52nd year of administering the Community Development Block Grant ("CDBG") Program, which is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs.

For the City, the CDBG Program is managed by the Community Impact and Enhancement ("CI&E") Department. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed throughout the program year. The period of time for this plan will be from May 1, 2026, to April 30, 2027. Activities each year are based on a Consolidated Plan that outlines the goals and priorities for a five-year period. The current Consolidated Plan covers program years 2025 through 2029. Council approved the 2025-2029 Consolidated Plan on June 3, 2025. The following goals were established by that plan:

- Preservation of Existing Affordable Housing Stock
- Elimination of Slum and Blight Conditions
- Support the Provision of Public Service Activities
- Public Facility and Infrastructure Improvements
- Administer CDBG Effectively and Proficiently

Updates Since Public Hearing

Since the Public Hearing on the Program Year 2026 AAP was held on February 9, 2026, at the regularly scheduled City Council meeting, HUD has released the annual allocation amounts for entitlement grantees like the City. HUD has allocated \$548,242 for the City in Program Year

2026. Staff had estimated that \$555,000 would be allocated for the program year based on the average of the previous four years. Given the discrepancy is minimal, staff will utilize prior year resources to keep the overall CDBG spending target at \$610,000 for Program Year 2026. Please note, this year HUD does not want the AAP to reflect prior year resources in section AP-15 of the plan. Due to HUD's guidance, the revenue assumptions reflected in section AP-15 and expenses related to housing rehabilitation assistance will not match this memo. The breakdown below is the most accurate reflection of anticipated revenue and expenditures. The revenue sources for the program year will be as follows:

- CDBG Entitlement Allocation: \$548,242
- Program Income: \$38,000
- Prior Year Resources: \$23,758
- Total Revenue: \$610,000

Program Year 2026 expenditures by goal are listed below:

- Preservation of Existing Affordable Housing Stock (\$320,000)
- Elimination of Slum and Blight Conditions (\$32,000)
- Support the Provision of Public Service Activities (\$84,000)
- Public Facility and Infrastructure Improvements (\$80,000)
- Administer CDBG Effectively and Proficiently (\$94,000)

Next Steps

Once the resolution is approved, staff will submit the AAP to HUD for review. Changes may occur during that process.

Community Groups/Interested Persons Contacted: Extensive efforts were completed to gather data and feedback from the community for the 2025-2029 Consolidated Plan. The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey (181.91% increase compared to the 2020-2024 Consolidated Plan survey participation rate). Surveys were collected through staff attending over twenty community events and with the support of several community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town of Normal) to gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and (or) provide staff clarification on data from the resident survey or focus groups.

The public comment period for this plan was open from 01/22/2026 to 02/23/2026. A physical copy of the draft plan was available at the Bloomington Public Library, the Community Impact and Enhancement Department Office, and The HUB. An electronic copy was available on the City's website.

Financial Impact: Delay or lack of approval of the Program Year 2026 CDBG Annual Action Plan will result in the loss of \$548,242 in federal grant funding used for programs benefiting low-to-moderate-income households within the City. The CDBG Program is entirely grant

funded. A Fiscal Year 2027 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2026 - ____

**A RESOLUTION AUTHORIZING THE FILING OF THE 2026 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) ANNUAL ACTION PLAN APPLICATION
(MAY 1, 2026 - APRIL 30, 2027)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974 regulations; and

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

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

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

SECTION 2. That an application on behalf of the City of Bloomington for a grant under said Title I in the full amount available for undertaking and financing the fifty-second (52nd) increment of such program is hereby approved.

SECTION 3. That the Program Years 2025 - 2029 Consolidated Plan and Program Year 2026 Annual Action Plan (Exhibit A) filing is hereby approved.

SECTION 4. The City Manager and Mayor are hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development ("HUD") and to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.

SECTION 5. The Counsel for the Community Impact and Enhancement Department is hereby authorized and directed to file legal certification.

SECTION 6. The Community Impact and Enhancement Department Director is hereby authorized to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969.

SECTION 7. The Community Impact and Enhancement Department Director is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

SECTION 8. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

SECTION 9. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 10. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Bloomington is the entity responsible for implementing the 2025-2029 Consolidated Plan, adopted by the Bloomington City Council on June 3, 2025. The Community Impact and Enhancement Department is responsible for managing the City's housing and community development efforts supported with Community Development Block Grant (CDBG) funds. Program Year 2026 will run from May 1, 2026-April 30, 2027, and be the 52nd year the City has implemented the CDBG program.

Geographically, the City of Bloomington encompasses 27.22 square miles of land area within McLean County, the largest county in Illinois. Data from the 2020 Decennial Census places Bloomington's population at 78,680 or 46.02% of the total population of McLean County. According to the 2022 American Community Survey 1-Year Estimate information, Bloomington has a poverty rate of 12.5%, which is .6% higher than the state poverty rate. It is served by 3 interstates, 2 major freight railroads, Amtrak, and the Central Illinois Regional Airport. The majority of the County's social services are located in Bloomington, primarily in or near the downtown area. Bloomington is divided into three ZIP codes (61701, 61704, and 61705). The 2025 Community Health Needs Assessment (CHNA) has identified 61701 as the ZIP code in McLean County with the greatest socioeconomic needs.

The City's 2015-2035 Comprehensive Plan divides the City into four broad areas: Regeneration Area, Preservation Area, Stable Area, and Emerging Area. The programs outlined in this Annual Action Plan will occur primarily in the Regeneration and Preservation Areas, both of which are identified as priority target areas in the 2025-2029 Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Please refer to Section AP-20 Annual Action Plan Goals and Objectives for an overview of the goals and objectives to be met during the 2026 Program Year.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City selects projects and activities based on needs identified in the current Consolidated Plan. This will be the second program year of the 2025-2029 Consolidated Plan. The previous Consolidated Plan (2020-2024) accomplished many of the goals outlined despite significant challenges related to the COVID-19 Pandemic, higher than Federal Reserve target inflation rates, supply-chain related issues, and disruptions to the operation of the Central Illinois Continuum of Care. Even with those challenges, housing rehabilitation, public services, demolitions, administrative services, and public facilities & infrastructure improvements occurred throughout the 2020-2024 Consolidated Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A public comment period will be open from 01/22/2026 through 02/23/2026. A public hearing at the regularly scheduled City Council meeting on 02/09/2026. This public hearing will be open to the public and can make accommodations for community members with different abilities or are not English speaking. Information on the public comment period and the public hearing was made available via City social media channels, the City's website, paper notices at the Community Impact and Enhancement Department Office, and email communications to community stakeholders serving minorities and non-English speaking community members as well.

A copy of the draft Annual Action Plan for Program Year 2026 is available on the City's website, the Community Impact and Enhancement Department, and Bloomington Public Library.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The public comment period was available from 01/22/2026 to 02/23/2026. ☞ physical copy of the draft plan was available at the Bloomington Public Library, the Community Impact and Enhancement Department Office, and the HUB. An electronic copy was available on the City's website. A Public Hearing was held at the regularly scheduled City Council meeting on February 9, 2026. Notice of the public comment period and the public hearing was published in the Pantagraph on 01/02/2026 and on the City's website. The City received no public comments on the proposed plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The public comment period was available from 01/22/2026 to 02/23/2026. ☞ physical copy of the draft plan was available at the Bloomington Public Library, the Community Impact and Enhancement

Department Office, and the HUB. An electronic copy was available on the City's website. A Public Hearing was held at the regularly scheduled City Council meeting on February 9, 2026. Notice of the public comment period and the public hearing was published in the Pantagraph on 01/02/2026 and on the City's website. The City received no public comments on the proposed plan.

7. Summary

The public comment period was available from 01/22/2026 to 02/23/2026. A physical copy of the draft plan was available at the Bloomington Public Library, the Community Impact and Enhancement Department Office, and the HUB. An electronic copy was available on the City's website. A Public Hearing was held at the regularly scheduled City Council meeting on February 9, 2026. Notice of the public comment period and the public hearing was published in the Pantagraph on 01/02/2026 and on the City's website. The City received no public comments on the proposed plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BLOOMINGTON	Community Impact and Enhancement Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bloomington's Community Impact and Enhancement Department (formerly the Economic and Community Development Department) oversees the CDBG program for the City. The Community Impact and Enhancement Department's Grants Management Division has staff members that manage the CDBG program.

Consolidated Plan Public Contact Information

Primary Contact

William Bessler

Community Impact and Enhancement Grants Manager

wbessler@cityblm.org

309-434-2343

Secondary Contact

Joni Gerard

Grant Specialist

jgerard@cityblm.org

309-434-2450

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The consultation process for the 2025-2029 Consolidated Plan involved a robust community outreach effort that included the following (but was not limited to): resident survey, public meetings, a public hearing, stakeholder focus groups, key informant interviews, and community events to gather feedback. Data from these sources was matched with Census, HUD, and City data to develop a plan based on the priorities described by community members during the outreach effort. This Annual Action Plan was developed to meet the goals and priorities of the 2025-2029 Consolidated Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

City staff is involved in many efforts to address the region housing unit shortage and homeless population. The McLean County Housing Assistance Coalition, formed at the start of the COVID-19 pandemic, originally brought housing providers, service organizations, schools, churches, and government entities together to provide a coordinated response to those affected by the statewide economic shutdown. The coalition provided a way for those with housing assistance funds to share information and make appropriate referrals when necessary. The coalition still meets, although the mission has changed. In Program Year 2025, this coalition changed to become the McLean County HUB of the Central Illinois Continuum of Care (CICoC). The City has been an active participant in this coalition since inception.

The City also has representation on the Behavioral Health Coordinating Council (BHCC). The Council is charged with making funding recommendations for projects that support the McLean County Mental Health Action Plan. The need for more permanent supportive housing is one of the areas identified within the action plan and was a priority for the 2025 grant cycle. BHCC also oversees the Frequent Users System Engagement (FUSE) program. FUSE provides intensive wrap-around services for the highest users of emergency rooms, jails, shelters, and systems of care with the goal of breaking the cycle of homelessness.

The City maintains a partnership with the Housing Authority of the City of Bloomington to better serve public housing residents and housing choice voucher recipients. This partnership includes using CDBG funds for self-sufficiency training and using outreach tools to connect residents with the City's Housing and Resource Fair.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homeless services has been a high priority for the City CDBG program for many years. CDBG funding has been used to support staffing for outreach services and case management for those experiencing homelessness and rent/utility assistance to prevent homelessness. Partner organizations providing these services include PATH and Home Sweet Home Ministries. The City has also supported facility improvements at Home Sweet Home Ministry emergency shelter.

Home Sweet Home Ministries and the Salvation Army are the local congregate emergency shelters connected with the Central Illinois Continuum of Care McLean County HUB. The Salvation Army's Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and serves adult men, women, and families with dependent children. However, the number of family units are very limited.

Brightpoint's Crisis Nursery provides emergency shelter for children from birth to six years of age but is not able to provide shelter for their parents/caregivers. The Regional Office of Education, Unit 5, and District 87 have funding to support families at-risk of homelessness or currently experiencing homelessness. Additionally, McKinney Vento Homeless Liaisons ensure children experiencing homelessness have transportation to school, supplies, and additional supports as needed.

Project Oz provides 24-hour crisis intervention services to run away, locked out, and precariously housed youth between the ages of 10-23 in McLean and Livingston Counties. Project Oz offers mediation, family reunification, emergency placement, and follow up counseling and case management services. In addition, outreach services are offered to precariously housed youth. Project Oz manages a transitional living program through which they provide 30 beds--nine of which are specifically available to pregnant and parenting individuals.

Salvation Army provides many programs that support veterans including transitional housing, intensive case management, rent and utility assistance, and other wrap around services. Each program has different eligibility criteria, helping to ensure that assistance is available no matter the individual's circumstances. Many of the programs are designed to build on the support provided through other programs. For instance, the Supportive Services for Veteran Families (SSVF) is a housing first program that includes intensive case management and wrap around services until the veteran is stably housed. Within SSVF is the Shallow Subsidy program that provides rental assistance for up to 2 years for low-income veteran households. The efforts of Salvation Army and other organizations to support veterans experiencing a housing crisis, have proven very successful. In 2019, the Central Illinois Continuum of Care was recognized by HUD and the US Department of Veterans Affairs for effectively ending homelessness for veterans.

Staff from the City's Community Impact and Enhancement Department also are on the governing board for the CICoC. Additional City staff from the department assist with other CICoC functions and regularly attend meetings to hear from service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Staff from the City's Community Impact and Enhancement Department are on the governing board for the CCoC. Additional City staff from the department assist with other CCoC functions and regularly attend meetings to hear from service providers. The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Bloomington Parks and Recreation Department
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Parks and Recreation Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Impact and Enhancement Department staff worked with staff from the Parks and Recreation Department.
2	Agency/Group/Organization	BLOOMINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and the Housing Authority of the City of Bloomington participate in the McLean County Regional Housing Advisory Committee and other regional housing efforts. One of the primary focus areas of the McLean County Regional Housing Advisory Committee is to preserve the current affordable housing stock-including publicly supported housing.
3	Agency/Group/Organization	McLean County Regional Planning Commission
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The McLean County Regional Planning Commission (MCRPC) facilitates the Regional Housing Advisory Committee and other regional housing efforts. MCRPC provides valuable data and research with community planning funding. This data is incorporated into the analysis of needs and funding allocations for PY2026. MCRPC also provides information on broadband needs within Bloomington and the entire region.
4	Agency/Group/Organization	City of Bloomington-Engineering Department
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Public Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Impact and Enhancement Department works with the City's Engineering Department on public infrastructure improvements and flood management for the City. Due to the age of physical infrastructure, the Community Impact and Enhancement Department works with the Engineering Department to develop strategies to prevent flooding in residential homes with the Overhead Sewer Program.
5	Agency/Group/Organization	The Center for Human Services
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Center for Human Services is the CoC lead. The City works with the organization on services for unhoused community members.

6	Agency/Group/Organization	City of Bloomington Community Impact and Enhancement Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Impact and Enhancement Department manages housing rehabilitation programs that reduces lead-based paint hazards. CDBG funded projects also take steps to remove or mitigate lead-based paint hazards.
7	Agency/Group/Organization	City of Bloomington Police Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Emergency Management
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Police Department partners with the McLean County Emergency Management Agency on matters of emergency preparedness and response. Information made available by the Police Department helped inform planning for the Community Impact and Enhancement Department--including CDBG.
8	Agency/Group/Organization	McLean County Health Department
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Community Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works with the McLean County Health Department on the Community Health Needs Assessment (CHNA) and other community health needs. This includes lead-based paint poisoning, release from care, and health disparities.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Center for Human Services	The Continuum of Care works to support homeless individuals achieve self-sufficiency. These goals align with the 2025-2029 Consolidated Plan.
McLean County Housing Recovery Plan	McLean County Regional Planning Commission	The study, made possible from funding by the Illinois Department of Commerce and Economic Opportunity, outlines the impact of the COVID-19 Pandemic on housing in McLean County. Additionally, the plan includes recent data on housing needs in the county and policy recommendations for addressing housing problems and opportunities.
City of Bloomington Comprehensive Plan	City of Bloomington	The Comprehensive Plan focuses on housing, economic development, land use, transportation, health, community facilities, services and other related topics.
McLean County Community Health Needs Assessment	McLean County Health Department	The Community Health Needs Assessment discusses sets the public health priorities for the County, with special focus on special needs populations.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City works with a variety of community partners throughout the program year to understand community needs and determine the most effective manner to allocate limited funds.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The consultation process for the 2025-2029 Consolidated Plan involved a robust community outreach effort that included the following (but was not limited to): resident survey, public meetings, a public hearing, stakeholder focus groups, key informant interviews, and community events to gather feedback. Data from these sources was matched with Census, HUD, and City data to develop a plan based on the priorities described by community members during the outreach effort. This Annual Action Plan was developed to meet the goals and priorities of the 2025-2029 Consolidated Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public hearing was held on February 9, 2026, during the regularly scheduled Bloomington City Council meeting. Accommodations for those with disabilities and other needs were available.	No public comments were received.	No public comments were received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	Notice of the public comment period and public hearing was published in the Pantagraph on January 2, 2026. This notice was also available on the City's website.	No public comments were received.	No public comments were received.	
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Social Service Organizations	An email with information on the public hearing, public comment period, and Program Year 2026 Annual Action Plan was sent to social service agencies serving Bloomington.	No public comments were received.	No public comments were received.	
5	Internet Outreach	Non-targeted/broad community	The Program Year 2026 Annual Action Plan is posted on the City's website during the public comment period.	No public comments were received.	No public comments were received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
6	Physical Copies of the Draft Plan Available	Non-targeted/broad community	A physical copy of the draft plan is available at the Bloomington Public Library, the City's HUB, and the Community Impact and Enhancement Department office.	No public comments were received.	No public comments were received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will use Program Year 2026 CDBG entitlement funding, program income from previous housing rehabilitation activities, and unused prior program year entitlement resources from Program Year 2024 and Program Year 2025.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	548,242.00	44,758.00	0.00	593,000.00	1,740,000.00	Program income from housing rehabilitation loans is estimated using data from previous program years. Prior year resources will come from unexpended CDBG entitlement funds from previous program years (2024 and 2025).

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to leverage CDBG funding for housing rehabilitation to expand our footprint using Illinois Housing Development Authority (IHDA) funds. The source of that funding is IHDA's Home Repair and Accessibility Program (HRAP), which provides up to \$50,000 per unit for housing rehabilitation work (hard and soft costs). We anticipate completing 4-6 housing rehabilitation projects with HRAP funding during PY2026. Some CDBG housing rehabilitation funds will be used as match for some of the City's Lead-Based Paint Hazard Reduction and Healthy Homes Program (funded by HUD) projects as well. Both program have allowed the City to gain additional housing rehabilitation funding.

CDBG demolition funds have also allowed the City to capture additional funds from IHDA's Strong Communities Program (SCP). The SCP funding allows the City to pay for additional demolition of vacant and abandoned properties to create more opportunity for infill development of new affordable housing units.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Typically, the City owns several properties slated for demolition. If cleared with CDBG funds and the parcel is buildable, the property is donated to Habitat for Humanity McLean County, or another non-profit organization, for in-fill development of affordable housing. When these properties do not meet the criteria for demolition, the property is donated to a local not-for-profit organization such as YouthBuild or Dreams Are Possible for rehabilitation and resale to an income-qualified household. The non-profit also has the option of renting to an income-qualified household.

Discussion

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies to leverage funding in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low-to-moderate income residents. We will also continue to seek non-CDBG funding to meet priority needs, as capacity allows.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of Existing Affordable Housing Stock	2025	2029	Affordable Housing Public Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Affordable Housing Rehabilitation	CDBG: \$303,000.00	Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 6 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Elimination of Slum and Blight Conditions	2025	2029	Affordable Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Affordable Housing Rehabilitation	CDBG: \$32,000.00	Buildings Demolished: 1 Buildings
3	Support the Provision of Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Housing Services	CDBG: \$84,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 2324 Persons Assisted Homelessness Prevention: 50 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facility and Infrastructure Improvements	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Street Improvements Sidewalk Improvements Homeless Facilities and Shelter Improvements	CDBG: \$80,000.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
5	Administer CDBG Effectively and Proficiently	2025	2029	Non-Housing Community Development Housing Services, Section 3 Training, and Community Planning	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements	CDBG: \$94,000.00	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of Existing Affordable Housing Stock
	Goal Description	<p>The City will undertake several programs designed to preserve the existing affordable housing stock throughout the 2026 Program Year. Typically, traditional housing rehabilitation work will be financed through 0% interest, five-year forgivable loans. Loans are usually capped at \$30,000 and include hard costs only. Lead-based paint hazard mitigation or abatement and other soft costs will be covered by a grant to the community member served. CDBG funds will also help complete rehabilitation work on some properties that are a part of the City's Lead-Based Paint Hazard Reduction and Healthy Homes program funded by HUD. This will be financed through grants to the unit owner. Water and sewer service costs will also be covered for lots that Habitat for Humanity owns and is building affordable housing units for low-to-moderate income households. The City also operates an Emergency Program for qualifying residents for emergency rehabilitation or repairs to air conditioning, furnaces, water heaters, and sewer (and water) service.</p> <p>Beginning in Program Year 2026, new applications for CDBG housing rehabilitation, minus applications for the Emergency Program, must come from the City's Regeneration or Preservation Areas as defined by the 2015-2035 Comprehensive Plan.</p>
2	Goal Name	Elimination of Slum and Blight Conditions
	Goal Description	<p>Demolition and clearance activities will be limited to vacant and abandoned residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for use consistent with CDBG national objectives. CDBG funds will be leveraged with other state resources from the Illinois Housing Development Authority for abandoned properties.</p>

3	Goal Name	Support the Provision of Public Services
	Goal Description	<p>The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2026 Program Year. Program partners for Program Year 2026 include the following organizations and programs.</p> <ul style="list-style-type: none"> • Home Sweet Home Ministries Street Outreach Program for unhoused community members. • KTB Financial Services, Inc. for financial and homeless prevention services for disabled and senior residents. • Prairie State Legal Services for housing services provided to low-to-moderate income community members. • West Bloomington Revitalization Project for community revitalization services in West Bloomington.
4	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	CDBG funds will support a public facility improvement for the Housing Authority of the City of Bloomington's Wood Hill Towers facility.
5	Goal Name	Administer CDBG Effectively and Proficiently
	Goal Description	The City strives to improve the implementation and effectiveness of CDBG funded activities throughout the 2026 Program Year. Through the Administration and Planning goal, the City will support Section 3 opportunities, regional community planning efforts, and general administration of the CDBG program. This goal also sets aside funding for the potential development of an updated strategic plan for the West Bloomington Revitalization Project to assist with the City's community revitalization efforts.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects were selected based on the relationship to the priorities areas identified in the 2025-2029 Consolidated Plan.

If the annual allocation amount should exceed the estimate, the City will prioritize adding funding to the PY2026 Public Services project up to the cap of fifteen percent (15%). Funding would be prioritized to Prairie State Legal Services, Home Sweet Home Ministries, KTB Financial Services, Inc., and the West Bloomington Revitalization Project in that order. Once the public service funding cap was feasibly reached, additional funding would be transferred to PY2026 Housing Rehabilitation Assistance.

If the annual allocation amount should be less than the estimate, funding will be decreased on projects to ensure compliance on public service and administration funding caps. After that is achieved, cuts of up to \$10,000 will be done to the Wood Hill Family Apartments Playground Improvement. If additional reductions are needed, they will be completed by reducing the PY2026 Housing Rehabilitation Assistance and PY2026 Residential Housing Demolition at the discretion of the Community Impact and Enhancement Department.

Projects

#	Project Name
1	PY2026 Housing Rehabilitation Assistance
2	PY2026 Housing Rehabilitation Delivery
3	PY2026 Residential Housing Demolition
4	PY2026 Public Services
5	PY2026 CDBG General Administration
6	PY2026 CDBG Community Planning
7	Wood Hill Family Apartments Playground Improvement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City selected these projects based on the needs and goals identified during the 2025-2029 Consolidated Plan process. These projects will support the needs of low-to-moderate income residents of the City and provide funding to address residents with unserved needs. Continued challenges related to rising costs and changing Federal regulations were identified as obstacles in Program Year 2025, but

the City worked to overcome those challenges as much as possible.

Currently, McLean County has a considerable shortage of housing units, which includes a shortage of affordable housing units. This housing shortage has caused an increase in rental rates and home prices, which has placed a financial burden on many low-to-moderate income community members. The City's CDBG housing rehabilitation program does help keep affordable housing units safe and available for low-to-moderate income community members--an important service in this housing market. Without the housing rehabilitation program offered by the City's CDBG program, many homeowners would not be able to afford repairs to address serious health, life, safety, and code compliance issues in their homes.

Continued challenges related to the rebuilding of the Central Illinois Continuum of Care (CICoC) continues to be a work in progress. Ensuring the CICoC is operating well is critical to making sure all residents have a safe, accessible, and affordable place to call home. Recent changes to the NOFO released by HUD are likely to cause significant disruptions to the service provider network within the CICoC.

AP-38 Project Summary
Project Summary Information

1	Project Name	PY2026 Housing Rehabilitation Assistance
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of Existing Affordable Housing Stock
	Needs Addressed	Affordable Housing Rehabilitation
	Funding	CDBG: \$300,000.00
	Description	Activities completed under this project will include moderate rehabilitation to address health, life, safety, accessibility, and code compliance issues in owner-occupied housing units. Owners will meet income and other program qualifications to receive assistance through CDBG funds. CDBG funds can cover renter-occupied units if the funds are used to support the Lead-Based Paint Hazard Reduction and Healthy Homes Program. This project may also support the installation of new water service for Habitat for Humanity affordable housing builds.
	Target Date	4/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Housing rehabilitation activities will be performed at housing units owned and (or) occupied by income-qualified residents. The City anticipates completing seven (7) housing rehabilitation activities during the program year with CDBG funds.
	Location Description	The homeowner rehabilitation program is open to all qualified residents in the City the Regeneration and Preservation Areas as defined by the City's 2015-2035 Comprehensive Plan for all applications starting in Program Year 2026. The CDBG emergency repairs and rehabilitation program is available to qualified residents within the corporate boundaries of the City.
Planned Activities		
2	Project Name	PY2026 Housing Rehabilitation Delivery
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of Existing Affordable Housing Stock
	Needs Addressed	Affordable Housing Rehabilitation
	Funding	CDBG: \$3,000.00

	Description	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, professional development for rehabilitation staff, fees associated with software for rehabilitation project management and procurement.
	Target Date	4/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	PY2026 Residential Housing Demolition
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	Goals Supported	Elimination of Slum and Blight Conditions
	Needs Addressed	Affordable Housing Rehabilitation
	Funding	CDBG: \$32,000.00
	Description	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to vacant and abandoned residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity of McLean County. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space.
	Target Date	4/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	To be determined.
	Planned Activities	
4	Project Name	PY2026 Public Services
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	Goals Supported	Support the Provision of Public Services
	Needs Addressed	Homeless Services Housing Services
	Funding	CDBG: \$84,000.00
	Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2026 Program Year. All funding is subject to a competitive application process. The following organizations will be funded. -Home Sweet Home Ministries Street Outreach Program (\$29,000.00)-KTB Financial Services, Inc. for Financial Empowerment Program (\$27,000.00)-Prairie State Legal Services Housing Services Program (\$13,000.00)-West Bloomington Revitalization Project Community Operations (\$15,000.00)
	Target Date	4/30/2027

<p>Estimate the number and type of families that will benefit from the proposed activities</p>	<p>The City will support non-profit organizations serving low-to-moderate income Bloomington residents. The following are estimates for the number of households that will be served by the following subawardees.</p> <ul style="list-style-type: none"> • Home Sweet Home Ministries Street Outreach Program: 50 households • KTB Financial Services, Inc. for Financial Empowerment Program: 140 households • Prairie State Legal Services Housing Services Program: 14 Households • West Bloomington Revitalization Project Community Operations: 2,170 (based on Census Tracts) 								
<p>Location Description</p>									
<p>Planned Activities</p>	<p>Home Sweet Home Ministries will provide homeless street outreach services to engage and provide services to some of the most vulnerable community members. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens. KTB Financial assists low-to-moderate income households with services geared towards financial security and self-sufficiency, which also helps prevent homelessness. Prairie State Legal Services will provide legal services related to housing and complete community outreach to educate residents about legal issues related to housing.</p>								
<p>5</p>	<table border="1"> <tr> <td data-bbox="235 1249 532 1306"> <p>Project Name</p> </td> <td data-bbox="532 1249 1430 1306"> <p>PY2026 CDBG General Administration</p> </td> </tr> <tr> <td data-bbox="235 1306 532 1482"> <p>Target Area</p> </td> <td data-bbox="532 1306 1430 1482"> <p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p> </td> </tr> <tr> <td data-bbox="235 1482 532 1703"> <p>Goals Supported</p> </td> <td data-bbox="532 1482 1430 1703"> <p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p> </td> </tr> <tr> <td data-bbox="235 1703 532 1879"> <p>Needs Addressed</p> </td> <td data-bbox="532 1703 1430 1879"> <p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p> </td> </tr> </table>	<p>Project Name</p>	<p>PY2026 CDBG General Administration</p>	<p>Target Area</p>	<p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p>	<p>Goals Supported</p>	<p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p>	<p>Needs Addressed</p>	<p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p>
<p>Project Name</p>	<p>PY2026 CDBG General Administration</p>								
<p>Target Area</p>	<p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p>								
<p>Goals Supported</p>	<p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p>								
<p>Needs Addressed</p>	<p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p>								

	Funding	CDBG: \$47,000.00
	Description	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, grants management software, advertising, and postage.
	Target Date	4/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	Project Name	PY2026 CDBG Community Planning
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	Goals Supported	Administer CDBG Effectively and Proficiently
	Needs Addressed	Affordable Housing Rehabilitation Housing Services
	Funding	CDBG: \$47,000.00
	Description	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan. This project also sets aside funding for the potential development of an updated strategic plan for the West Bloomington Revitalization Project to assist with the City's community revitalization efforts.
	Target Date	4/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Planning activity only.
	Location Description	
	Planned Activities	

7	Project Name	Wood Hill Family Apartments Playground Improvement
	Target Area	South Central Bloomington
	Goals Supported	Public Facility and Infrastructure Improvements
	Needs Addressed	Affordable Housing Rehabilitation
	Funding	CDBG: \$80,000.00
	Description	This project will support the renovation of the playground at Wood Hill Family Apartments to improve the safety and accessibility of the public housing site. The site has fifty (50) units of public housing.
	Target Date	4/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The public housing site has fifty (50) housing units that serve low-to-moderate income community members.
	Location Description	300 Block of East Wood Street, Bloomington, IL 61701
	Planned Activities	The project will consist of removal of existing play structure and two swing sets, excavation of topsoil, installation of landscape barrier, installation of wood chips or other soft surface, and installation of new play structure and swing sets. If project budget allows, the scope may include the repair, replacement, and/or enhancement of outdoor lighting. All apartments at the 50-unit Wood Hill Family Apartments have at least two bedrooms and as such are typically occupied by families with children. All households residing at Wood Hill Family Apartments meet the low- or moderate-income qualification. The project will be completed by staff of the Housing Authority of the City of Bloomington who will procure and contract out for installation and related site work.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Infrastructure and housing stock is aging and in need of replacement and improvements.

Geographic Distribution

Target Area	Percentage of Funds
LMA Preservation Area	30
WBRP Service Area	30
LMA Regeneration Area - Outside WBRP	20
South Central Bloomington	20

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the outreach process conducted for the development of the 2025-2029 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area. More generally resident feedback and data analysis showed that general community development needs in the Regeneration Area, Preservation Area, and South Central Bloomington. Both the Regeneration Area and Preservation Area are defined in the City's 2015-2035 Comprehensive Plan.

Program Year 2026 will be the first program year where the City restricts non-emergency CDBG housing rehabilitation applications to the Regeneration and Preservation areas as defined by the City's 2015-2035 Comprehensive Plan.

Discussion

An estimation of the geographic distribution is difficult. However, the City attempted to estimate the distribution based on housing rehabilitation, demolition, and public facility improvement activities. Anticipated activities in Program Year 2026 and historical data were used for this estimation.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although CDBG funds cannot generally be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan. Additionally, abandoned and vacant properties meeting the criteria for demolition will be donated to Habitat for Humanity of McLean County for the construction of new affordable housing units if the parcel is buildable.

The CDBG housing rehabilitation program also keeps affordable housing units available through the housing rehabilitation program.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	7
Special-Needs	0
Total	7

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects.

New Habitat for Humanity Single-Family Homes: 1 Unit

Housing Rehabilitation Assistance (Owner-Occupied Housing Rehabilitation): 6 Units

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The City will provide Section 3 job training programming to public housing and housing choice voucher recipients with general administration funding. To accomplish this activity, the City will partner with the Housing Authority of the City of Bloomington.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

The City has a long-standing partnership with the Housing Authority of the City of Bloomington. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. During the creation of the 2025-2029 Consolidated Plan, the Housing Authority of the City of Bloomington participated in the steering committee that assisted the City and the Town of Normal with the outreach and building of the plan.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Over the past few years, the Central Illinois Continuum of Care lead agency experienced many key staff changes that resulted in a loss of institutional knowledge and, eventually, the breakdown of the Continuum. At the request of HUD, City and Town staff worked closely with the lead agency and few remaining board members to engage in frank discussions regarding the future of the Continuum. The board had three options before them: disband, merge, or restructure. With the rising homeless population across the Continuum, disbanding was immediately removed as an option. Merging with another Continuum presented multiple challenges and raised concerns over potential loss of funding in the future. That left restructuring as the only viable option. Steps to creating a new, improved Central Illinois Continuum of Care first started with a change in the lead organization and diversification of key roles across organizations. The McLean County Center for Human Services serves as the Collaborative Applicant and houses the COC Coordinator. Providing Access to Help (PATH) houses the HMIS and Coordinated Entry programs. Previously, one staff person was tasked with performing all of these roles. The second step to restructuring is developing a strong, engaged board and active committees.

In Program Year 2025, the CCoC worked through rebuilding the CCoC. Technical advisors and consultants have been working with the CCoC to improve processes, rework policies, and build a strategy to best serve the communities served. This work will continue into Program Year 2026.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City has used CDBG funding to support homeless services for many years. Since Program Year 2024, the City, in partnership with the Town of Normal, funded a street outreach position with Home Sweet Home Ministries to serve unsheltered homeless community members. This partnership will continue throughout this Consolidated Plan period and in Program Year 2026. The City is also an active participant in the Central Illinois Continuum of Care (CICoC). This helps the City stay informed and provide the best support to the CICoC, which ultimately supports sheltered and unsheltered community members.

On a 24/7 basis, people on the streets, in shelters, or in transitional housing, can dial 211 and receive immediate support, assessment and reach Coordinated Entry staff. Given the CoC's no-wrong-door approach, someone experiencing homelessness can present anywhere and access referrals and assistance. Many people experiencing homelessness have their needs assessed through case management once they have entered into emergency shelter at Home Sweet Home Ministries, Salvation

Army Safe Harbor, Neville House, Crisis Nursery, or Project Oz.

Addressing the emergency shelter and transitional housing needs of homeless persons

Home Sweet Home Ministries and the Salvation Army are the local congregate emergency shelters connected with the Central Illinois Continuum of Care – McLean County HUB. The Salvation Army’s Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and serves adult men, women, and families with dependent children. However, the number of family units is very limited.

Brightpoint’s Crisis Nursery provides emergency shelter for children from birth to six years of age but is not able to provide shelter for their parents/caregivers. The Regional Office of Education, Unit 5, and District 87 have funding to support families at-risk of homelessness or currently experiencing homelessness. Additionally, McKinney Vento Homeless Liaisons ensure children experiencing homelessness have transportation to school, supplies, and additional supports as needed.

Project Oz provides 24-hour crisis intervention services to run away, locked out, and precariously housed youth between the ages of 10-23 in McLean and Livingston Counties. Project Oz offers mediation, family reunification, emergency placement, and follow up counseling and case management services. In addition, outreach services are offered to precariously housed youth. Project Oz manages a transitional living program through which they provide 30 beds - nine of which are specifically available to pregnant and parenting individuals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The systems and infrastructure in place to help people experiencing homelessness have been described above. In terms of moving people to housing in the shortest amount of time, rapid rehousing programs have been the avenue to success for particular clients experiencing homelessness. Those clients who need the least amount of support can get quickly rehoused, in most cases. Outside of the rapid rehousing program, townships and community action agencies may have funds for first month’s rent and deposit. The outreach worker maintains a listing of available housing, including the requirements of each landlord. This list is updated every other week and made available to those seeking rental housing.

The Bloomington Housing Authority (BHA) has a prioritization policy for people experiencing homelessness. For those experiencing homelessness, BHA has more flexibility with entrance requirements such as to prior evictions and poor landlord references. Other affordable housing

complexes understand the great importance of housing people quickly and have been receptive to receiving referrals for homeless individuals and families.

The Coordinated Entry system for the Central Illinois Continuum of Care keeps track of all the individuals on the Prioritization List on at least a monthly basis. Referrals are made to local transitional housing and permanent supportive housing projects. Recycling Furniture for Families assists with free household items that help make the new housing a home.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Through the 2-1-1 system and the Mid Central Community Action (MCCA) Housing Navigator, community members seeking these services are connected or referred to other social services that will be able to assist them.

The CCoC is currently working on efforts to improve and streamline the Coordinated Entry system and HMIS data entry to better serve unhoused community members within the continuum's service area. These improvements will help other service providers keep folks from becoming unhoused as well.

Discussion

The City maintains close partnerships with organizations serving unhoused community members. While the CCoC has been through turmoil in recent years, there has been progress towards better operations. However, changes to recent NOFOs, regulatory modifications, and reductions in staffing and technical assistance contracts have hampered efforts to rebuild. The City remains committed to helping CCoC providers, supporting CCoC operations, and serving unhoused community members.

In January 2026, Home Sweet Home Ministries opened the first non-congregate shelter village for unhoused community members in McLean County. The Bridge is a major improvement in McLean County's social service infrastructure and will be an important benefit for the City of Bloomington. It will consist of 48 sleeping cabins able to accommodate up to 56 adults, a community building with a kitchen, living room area and offices for service providers, and a bathhouse. CDBG funding from the City for the agency's Street Outreach Program will help get residents experiencing homelessness to services that may lead to a home at the Bridge. Other services will be provided to residents of the Bridge as well by other non-profit partners in the community.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the 2025-2029 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City operates homeowner housing rehabilitation programs for low-to-moderate income residents, including one program funded with CDBG dollars. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under five-year forgivable loans or grants, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG and IHDA funded projects.

The Regional Housing Staff Committee also monitors and encourages the Low Income Housing Tax Credit (LIHTC) tool as an option for developers. This committee provides continual updates on the number of units supported through this program to City staff as well.

Discussion:

The City will continue to review and develop at policy changes and other programs than can further reduce barriers to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City plans the annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created and (or) maintained to ensure the services are available to those most in need.

Actions planned to address obstacles to meeting underserved needs

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continues to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2025-2029 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meet the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust, managed by the City, provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grant Specialist's job duties. The Staff Administrator serves as a liaison between the John M. Scott Health Care Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2027, which runs parallel to the 2026 CDBG Program Year, the Trust will invest over \$900,000 into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

Actions planned to foster and maintain affordable housing

Preservation of the existing affordable housing stock and the creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. Over fifty percent (50%) of funding included in this plan will be dedicated to these projects. If homeless services are included, over sixty percent (60%) of the funds in this Annual Action Plan are dedicated to affordable housing or homeless services. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant

portion of the affordable housing stock, especially for those households with extremely low incomes. Additionally, these committees have begun to explore how land use policy changes can encourage development, including affordable housing development, in established neighborhoods within the City through infill development.

Actions planned to reduce lead-based paint hazards

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training at least every five years at no cost to the contractor. A training was held in April 2021 resulting in 26 new (or renewed) certifications. In October 2024, the City held a RRP training course with over 20 participants. Additional RRP trainings will be considered and evaluated based on demand from local contractors.

The City also has funding from the HUD Lead-Based Paint Hazard Control and Healthy Housing grant program. The period of performance for the grant started on January 4, 2021. Originally, this grant was supposed to be for 42 months, but the City secured two (2) twelve (12) month extensions. Currently, the grant's period of performance will conclude on July 3, 2026. The CDBG housing rehabilitation program often eliminates lead-based paint hazards during traditional rehabilitation projects.

Actions planned to reduce the number of poverty-level families

The City will provide Section 3 training opportunities to public housing residents and housing choice voucher recipients in partnership with the Housing Authority of the City of Bloomington. This will support a housing and resource fair along with job training. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase facetime with the businesses most likely to employ individuals with those skills.

Homeownership is traditionally the greatest source of an individual's wealth. The City's various housing rehabilitation programs provide low-to-moderate income homeowners the opportunity to preserve their greatest asset. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program (HRAP). Through the IHDA HRAP program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan. There are times when CDBG and IHDA funds are combined to meet the needs of significant rehabilitation projects for low income households.

Actions planned to develop institutional structure

With a variety of staff transitions at key local organizations, City staff has, and will continue, to build

partnerships to better serve the community. The City continues to partner with the McLean County Regional Planning Commission (MCRPC) on community planning initiatives. This partnership helps provide critical information to community members, stakeholders, elected officials, and business partners. In addition to MCRPC, the City maintains a partnership with Habitat for Humanity of McLean County to assist in the development of new affordable housing units from demolition projects involving vacant and abandoned properties.

Through the John M. Scott Health Care Trust grant program, the City continues to build strong partnerships with community organizations serving underserved community members. A multitude of local organizations are funded each year with this program. Grants are awarded for general health care operations, capital improvements, and health care programs.

The City is actively engaged with other community organizations, such as the West Bloomington Revitalization Project (WBRP), Strong Towns BloNo, the Bloomington-Normal Water Reclamation District to work on infrastructure improvement and community revitalization efforts.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue involvement with the Central Illinois Continuum of Care (CICoC) and assist with rebuilding or modifying the CICoC to better serve the community. Other efforts, such as the Regional Housing Initiative (RHI), help bring housing staff together with social service agencies to discuss housing issues and how supportive services can help community members find and maintain housing.

Affordable housing developers have also been invited to meetings with the RHI to discuss potential partnerships and discover the housing needs in McLean County. These efforts will continue into Program Year 2026 and the 2025-2029 Consolidated Plan period.

Discussion:

The City's Community Impact and Enhancement Department moved to proactive property maintenance enforcement during Program Year 2025. This highlights the City's commitment to creating strong and thriving neighborhoods. The change will be complimented by communication to residents and community education to avoid common issues that reduce the quality and health of neighborhoods. With the new approach, property maintenance inspectors will have the ability to address maintenance issues as they observe them in the field. Along with this approach, the City is working to develop an abatement process to deal with issues when property owners do not eliminate code issues.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%



Consent Agenda Item No. 7.G.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve a Resolution Authorizing a Joint Funding Agreement with the United States Department of the Interior - U.S. Geological Survey - Central Midwest Water Science Center, for Water Resource Investigations, in the Amount of \$91,832, as requested by the Water 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

Background: On January 10, 2022, City Council approved an agreement with USGS for the installation, operation, and maintenance of stream gages for water resource investigations on Six Mile Creek, Money Creek, and Kickapoo Creek to collect continuous sampling data that is vitally important to understanding the behavior of the watershed program. The City has found the need to broaden the original contract with the USGS to be warranted and necessary to also monitor the flow of the Mackinaw River for more efficient use of the Mackinaw River Pumping Pool.

The Water Department is recommending the approval a joint funding agreement with the United States Department of the Interior U.S. Geological Survey Central Midwest Water Science Center ("USGS"), for water resource investigations, in the amount of \$91,832. This would include the installation, operation, and maintenance of a new stream gage at the Mackinaw River Pumping Pool and the continued operation and maintenance of the City's other stream gages at Six Mile Creek, Money Creek, and Kickapoo Creek.

Stream gaging is the process of measuring water level and discharge. This information is critical for establishing a consistent, accurate, and long-term flow of water volume records. Combined with regular water chemistry sampling conducted by City staff, instantaneous gaging data will allow for precise calculations of nutrient and sediment loads and aid in the measurement of change over time as work progresses in the watersheds. The data collected by the stream gages and results from staff's water chemistry sampling will create a nutrient loading curve (relationship), thus allowing staff to calculate nutrient loading at any point in time. Streamflow monitoring is important because it allows the City to analyze trends of nitrate and sediment loading occurring during times of high flow rates, which are also times when manual sampling by staff is not safe due to rising water levels. Understanding how and when nitrates and sediment are delivered to the reservoirs allows staff to better anticipate treatment practices and adjustments and determine which reservoir to use. It also allows for more efficient decision-making.

The operation of the Mackinaw River Pumping Pool is a critical component of the Water

Departments' ability to recharge the two reservoirs. In the past, the City was only able to use the Pumping Pool when both reservoirs were in a combined deficit of eight feet or more, and the Mackinaw River had a certain flow (depending on the time of year). Last year, the Water Department was approved by the Army Corps of Engineers to utilize the pumping pool without the eight-foot deficit restriction. The stream gages will be used to measure flow, and, if sufficient, the pumps will be used to transfer water from the Mackinaw River to Evergreen Lake.

The USGS is widely accepted as the industry leader in water quality research and data collection. The USGS will install, operate, and maintain stream gages at each location. Each location will be composed of infrastructure to support sensors, data-loggers, and satellite telemetry. This infrastructure generally consists of a metal enclosure to secure the equipment, along with a telemetry antenna and solar panel. These enclosures are generally mounted on or near bridges. Site conditions will dictate mounting methods and equipment that will be used.

Stream stage will be measured and recorded at 15-minute intervals and transmitted via satellite at one-hour intervals to the USGS office, where the data will be automatically downloaded into the USGS National Water Information System database. Discharge measurements will be made routinely to establish and maintain a stage-discharge relationship (rating). These relationships will be used to compute instantaneous and daily mean discharge values. The stage and discharge values will be displayed in a near-real-time fashion on the USGS public data web page. Discharge measurements, gage operation, and record compilation will be done according to USGS protocols.

Watershed Management Plan Link

The City has recently completed updating the Watershed Management Plan for Lakes Bloomington and Evergreen. These plans have been submitted for review and approval to the Illinois Environmental Protection Agency. This plan will be used to inform and direct the City on how to maintain current efforts while also creating and instituting new Best Management Practices to aid in improving the quality of water entering Lake Bloomington and Evergreen Lake.

The Watershed Management Plan is data-driven and supported by existing monitoring and data collection efforts. The City of Bloomington has excelled for decades in the collection and analysis of lake and watershed data. However, the updated Watershed Management Plan outlines areas of data collection improvements. The most significant area of improvement is streamflow stage-discharge relationship data. The Watershed Management Plan states that the current monitoring program should continue with the following considerations and modifications:

- Installation and maintenance of permanent stream gage infrastructure at Money and Six Mile Creeks and the development of a proper stage/discharge relationship. Work with partners to execute an aggressive flow monitoring campaign over a larger range to make a more accurate relationship for both stations. One of the largest data gaps from the monitoring is accurate flow data.
- The current program needs adjustment to better capture the range of flow events in the streams by including more storm-event monitoring. Flow measurements, nutrient concentrations, and sediment concentrations are not strongly represented across the

statistical quartiles of flow events.

Community Groups/Interested Persons Contacted: McLean County Soil and Water Conservation District

Financial Impact: If approved, the City will authorize a Joint Funding Agreement with the United States Department of the Interior - U.S. Geological Survey - Central Midwest Water Science Center, for Water Resource Investigations, in the amount of \$91,832. If approved, a budget transfer of \$91,832 will be processed from the Water Mechanical Maintenance-Repair/Maintenance of Office & Computer Equipment account (50100160-70530) to the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) to pay for this service/purchase. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 147 and 141.

Attachments:

1. Resolution
2. Resolution - Exhibit A - USGS Joint Funding Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR - U.S. GEOLOGICAL SURVEY - CENTRAL MIDWEST WATER SCIENCE CENTER, FOR WATER RESOURCE INVESTIGATIONS, IN THE AMOUNT OF \$91,832

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Joint Funding Agreement (“Exhibit A”) with the United States Department of the Interior - U.S. Geological Survey - Central Midwest Science Center (“USGS”), be approved for Water Resource Investigations, in the amount of \$91,821 (“Project”); and

WHEREAS, on January 10, 2022, City Council approved an agreement with USGS for the installation, operation, and maintenance of stream gages for water resource investigations on Six Mile Creek, Money Creek, and Kickapoo Creek to collect continuous sampling data that is vitally important to understand the behavior of the watershed program; and

WHEREAS, the City has found the need to broaden the original contract with the USGS to be warranted and necessary to also monitor the flow of the Mackinaw River for more efficient use of the Mackinaw River Pumping Pool; and

WHEREAS, the USGS is widely accepted as the industry leader in water quality research and data collection and maintains over 10,000 stream gages; and

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

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1028 S. Bishop Ave., PMB 206
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

March 31, 2026

Joe Darter
Property Manager
City of Bloomington
25515 Waterside Way
Hudson, IL 61748

Dear Joe Darter:

Enclosed is our standard joint-funding agreement 26NEJFA042 between the U.S. Geological Survey Central Midwest Water Science Center and City of Bloomington for the operation and maintenance of one streamgage each on the Six Mile Creek, Money Creek, Kickapoo Creek, and Mackinaw River during the period May 1, 2026 through April 30, 2027 in the amount of \$91,832 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$91,832. Please sign and return one fully-executed original to Amy Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **May 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Lageman at (815) 901-5530 or email jlageman@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Amy Russell
Associate Director, Central Midwest WSC

Enclosure
26NEJFA042

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of May 1, 2026, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Bloomington party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **for the operation and maintenance of one streamgauge each on the Six Mile Creek, Money Creek, Kickapoo Creek, and Mackinaw River** herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
May 1, 2026 to April 30, 2027
- (b) \$91,832 by the party of the second part during the period
May 1, 2026 to April 30, 2027
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600007930
Agreement #: 26NEJFA042
Project #:
TIN #: 37-6001563

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Lageman
Acting Associate Director for Networks
Address: 1425 W. Lincoln Hwy
DE Kalb, IL 60115
Telephone: (815) 901-5530
Fax: (217) 328-9770
Email: jlageman@usgs.gov

Customer Technical Point of Contact

Name: Joe Darter
Property Manager
Address: 25515 Waterside Way
Hudson, IL 61748
Telephone: (309) 434-2431
Fax: (n/a)
Email: jdarter@cityblm.org

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact

Name: Misty Shafer
Procurement Specialist
Address: 109 East Oliver St
Bloomington, IL 61701
Telephone: (309) 434-2330
Fax: (n/a)
Email: mshafer@cityblm.org

U.S. Geological Survey
United States
Department of Interior

City of Bloomington

Signature

Signatures

By _____ Date: _____
Name: Amy Russell acting for Wade Kress
Title: Associate Director, Central Midwest WSC

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

City of Bloomington
Attachment for 26NEJFA042
2026-05-01 to 2027-04-30

SURFACE WATER

SITE Collection Description	FUNDS		TOTAL
	USGS	COOP	
05564400 MONEY CREEK NEAR TOWANDA, IL			
Full Range Streamflow Station		\$7,100	
Full Range Streamflow Station		\$9,858	\$16,958
05565600 MACKINAW RIVER NEAR HUDSON, IL			
Full Range Streamflow Station		\$7,100	
Full Range Streamflow Station		\$9,858	\$16,958
05565700 SIXMILE CREEK AT HUDSON, IL			
Full Range Streamflow Station		\$7,100	
Full Range Streamflow Station		\$9,858	\$16,958
05579630 KICKAPOO CREEK NEAR BLOOMINGTON, IL			
Full Range Streamflow Station		\$7,100	
Full Range Streamflow Station		\$9,858	\$16,958
Total:		\$67,832	\$67,832
GRAND TOTAL:		\$67,832	\$67,832



Consent Agenda Item No. 7.H.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement for the Proposal of Insurance, Brokered by Arthur J. Gallagher, for Fiscal Year 2027, in the Amount of \$1,785,479, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution 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: Arthur J. Gallagher ("AJG") has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's property, liability, excess liability, and excess workers' compensation insurance in consultation with the City and its consultant. Contracted services from AJG include:

- Preparing a Renewal Strategy Plan for the client and insurance consultant;
- Obtaining renewal information from the client and preparing renewal spreadsheets and forms;
- Producing comprehensive submissions, based on underwriting data completed and presented to each selected market;
- Provide the client and insurance consultant with a detailed renewal proposal outlining pricing and coverage information within the requested timeframe;
- Market/place/bind coverage as instructed by the City and insurance consultant;
- Review the accuracy of all policies and obtain corrections where needed in a timely manner;
- Distribute copies of policies to both the client and the insurance consultant;
- Process endorsement requests with carriers as requested by the client and the insurance consultant;
- Arrange for auto ID cards and certificates of insurance as requested by the client;
- Prepare and attend meetings, as requested by the client or insurance consultant; and
- Review insurance contracts/vendor certificates as requested.

Fiscal Year ("FY") 2027, May 1, 2026, to April 30, 2027, placement resulted in a 0.2% increase over FY 2026. City staff feel that this is a good outcome and a successful renewal.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This is an FY 2027 budgeted item. If approved, the City will enter into said agreement in the amount of \$1,785,479, which includes the Brokerage Fee of \$39,000 that was previously approved by Council on October 23, 2023. If approved, a budget transfer in the amount of \$13,405.76 from the Casualty Insurance-Liability Insurance Premium account

(60150150-70703) to the Casualty Insurance-Workers Compensation Premium account (60150150-70702) will be processed.

The payment breakout for the \$1,785,479 is as follows:

- Casualty Insurance-Other Professional & Technical Services (60150150-70220) for \$39,000
- Casualty Insurance-Workers Compensation Premium account (60150150-70702) for \$358,253
- Casualty Insurance-Liability Insurance Premium account (60150150-70703) for \$781,887
- Casualty Insurance-Property Insurance Premium account (60150150-70704) for \$606,339

Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 150.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Insurance Structure

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT FOR THE PROPOSAL OF INSURANCE, BROKERED BY ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2027, IN THE AMOUNT OF \$1,785,479

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement for the proposal of insurance, brokered by Arthur J. Gallagher, for Fiscal Year 2027 (May 1, 2026, to April 30, 2027), in the amount of \$1,785,479; and

WHEREAS, the agreement includes comprehensive insurance coverage that is necessary for risk management of the City's potential workers' compensation, auto, property, and liability losses; and

WHEREAS, a document outlining the insurance structure for Fiscal Year 2027 is attached (Exhibit A); and

WHEREAS, the City originally entered into an agreement with Arthur J. Gallagher to be the City's insurance broker in 2010; and

WHEREAS, the City Council finds it in the best interest of the City to continue the relationship with Gallagher and approve the proposed 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 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

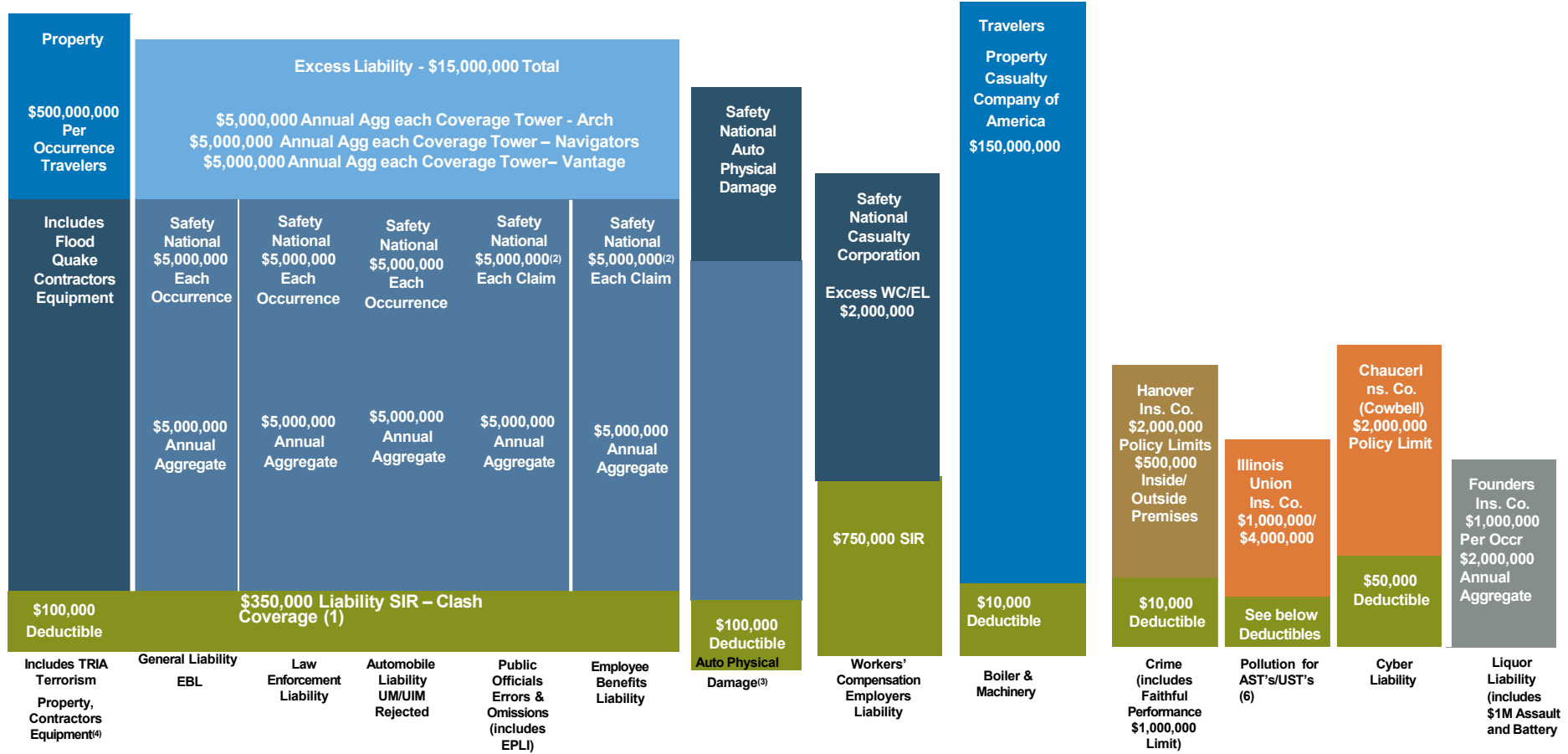
ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Safety National \$350,000 Casualty SIR /Travelers Property - Recommended Program Structure Chart
Effective May 1, 2026 to May 1, 2027



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

(2) Public Officials Errors & Omissions (including EPLI) and Employee Benefits Liability are on a Claims-Made basis. Retroactive Date is 8/1/1986 for POL/EPLI and Full Prior Acts for EBL.

(3) Safety National -Auto Physical Damage - All vehicles at ACV except Emergency Vehicles 2016 and newer at Stated Replacement Cost (RC means should a total covered loss occur this is the max amount that the carrier will pay- changes mid-term for emergency vehicles or any/largervalued vehicles need to be reported to carrier and additional premium may apply).

(4) \$100,000 Deductible (or 1% whichever is higher) for Windstorm/Hail and Water Damage deductible and \$250,000 Deductible for Flood Zone A.

(5) Safety National notes: Coverage for scheduled Drones, scheduled Dams via endorsement ; Sexual Abuse under the GL Coverage provided .

(6) Deductible for AST's at Golf Courses \$5,000 / Deductible for UST's at Public Works \$250,000 due to aging tanks now at 33 years old.

City of Bloomington

Safety National \$350,000 Casualty SIR /Travelers Property - Recommended Program
Structure Chart Effective May 1, 2026 to May 1, 2027

Lloyds of London
(Hiscox)
Terrorism and Sabotage
Including

Active Shooter & Malicious
Attack

Malicious Theat

Nuclear, Chemical,
Biological & Radiological
Terrorism

Shared Limits All Members:
\$250,000,000 Limit Per
Occurrence
Active Shooter & Malicious
Attack sublimit \$2M
Occr/\$10M Agg
Malicious Threat Sublimit \$2M
Occr/\$10M Agg (1)
Nuclear, Chemical, Biological,
Radiological Terrorism
Sublimit \$2M Occr/\$10 Agg (1)

\$25,000 Deductible Per Occurrence
Except \$100,000 Deductible NCBR

(1) Malicious Threat Coverage Part - \$50,000 Aggregate Limit for
Control Risk Services
Nuclear, Chemical, Biological and Radiological Terrorism
Coverage Part \$200,000 Aggregate Limit for Control Risk Services



Consent Agenda Item No. 7.I.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement for Third Party Claims Administration Services with Lodestar Claims and Risk Services (Formerly PMA Management Corp), for a Period of One Year, in the Amount of \$159,000, with an Option to Renew for Years Two and Three at an Increase of 3% Annually, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution 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 City has partnered with PMA Management Corp (now Lodestar Claims and Risk Services), since May 2019. In keeping with the Objectives of the City's Strategic Plan Goals, the City requested proposals from other Administrators in late 2025 (RFP #2026-18). There were two (2) proposals submitted and, based upon the evaluation criteria, the Review Team determined that Lodestar Claims and Risk Services was the most qualified firm that met the needs of the City. PMA Management Corp (now Lodestar Claims and Risk Services) stood out as holding the most value for the City's stakeholders, both internal and external. As a result, it is recommended that the City enter into a 1-year contract with Lodestar Claims and Risk Services, with an option to renew for years two and three at an increase of 3% annually.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This is an FY 2027 budgeted item. If approved, the City will enter into the said 1-year agreement in the amount of \$159,000, with an option to renew for years two and three at an increase of 3% annually. This will be paid from the City's Casualty Fund-Insurance Administration Fee account (60150150-70720). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 150.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES WITH LODESTAR CLAIMS AND RISK SERVICES (FORMERLY PMA MANAGEMENT CORP), FOR A PERIOD OF ONE YEAR, IN THE AMOUNT OF \$159,000, WITH AN OPTION TO RENEW FOR YEARS TWO AND THREE AT AN INCREASE OF 3% ANNUALLY

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement (Exhibit A) for Third Party Claims Administration Services with Lodestar Claims and Risk Services (formerly PMA Management Corp), for a period of one year, in the amount of \$159,000, with an option to renew for years two and three at an increase of 3% annually; and

WHEREAS, the Agreement includes Third Party Claims Administration Services for Workers Compensation, Property, Auto, Liability, and Professional Services; and

WHEREAS, Third Party Claims Administrative Services are necessary for the management of the City's Workers Compensation, Property, and Liability claims; 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.

PASSED this 27th 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 THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT for third party claim administrative services (“**TPA services**”) made as of the 1st day of May 2026, by and between Lodestar Claims & Risk Services, Inc. (“**LODESTAR**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the City of Bloomington, Illinois (“**Client**”), a home rule political subdivision of the State of Illinois whose principal place of business is located at 115 East Washington Street, Bloomington, Illinois 61701.

RECITALS

CLIENT is authorized by the State of Illinois to self-insure its commercial automobile, general liability, professional liability, property, and workers’ compensation programs;

LODESTAR, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Illinois, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected **LODESTAR** to provide TPA and other services, desires to enter into an agreement with **LODESTAR** on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to **LODESTAR** at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Clinical Case Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability or liability assessment, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.

- f) **“Prior Agreement”** shall mean the prior Agreement for Third Party Claims Administration Services between LODESTAR and Client as amended.
- g) **“Qualified Claim”** shall mean any commercial automobile, general liability, professional liability or workers’ compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, and any commercial automobile, general liability, professional liability or workers’ compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement under the prior Agreement, as well as any Takeover Claim that LODESTAR agrees to service under this Agreement. Multiple Qualified Claims may exist as a result of a single occurrence (e.g. both bodily injury and property damage claims can result from a single occurrence).
- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only and specifically identified as a Record Only Claim at the time of the initial report, with no (1) reserve, (2) involvement of LODESTAR personnel for follow up, outreach or any other activity other than recording the incident in LODESTAR’s system, (3) subrogation activity, (4) litigation activity and the claim is not otherwise contested, (5) payment of any type required or time lost from work, (6) investigation or review regarding compensability or liability assessment, or (7) carrier report, excess reporting requirement, client meeting or settlement authority approval.
- i) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to LODESTAR for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

2. TERM

This Agreement is effective beginning May 1, 2026 (**“Effective Date”**) for a term of one year until April 30, 2027. Thereafter Client shall have the option to extend this Agreement by providing written notice to LODESTAR for successive one year terms subject to a 3% rate increase on the previous years rates. LODESTAR will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 30 days’ notice to LODESTAR. The current fee structure will remain in effect during the 30 day period.

3. TPA SERVICES

- a) LODESTAR shall provide customary and appropriate commercial automobile, general liability, professional liability, workers’ compensation and property claim handling services for all Qualified Claims with regard to:
 - i. Commercial Automobile and Liability Claims – LODESTAR will provide the services required to make a liability determination, make reserve recommendations to the Client, attempt to settle the claim within the authority granted to LODESTAR and pay expenses and authorized settlement amounts. All services provided by LODESTAR

shall be in accordance with Client's other insurance arrangements applicable to the claim.

- ii.** Property Claims – LODESTAR will retain a vendor to make a damage assessment, report claims meeting the attachment point of an applicable policy, pursue subrogation where appropriate and issue payment to Client if requested by Client. All services provided by LODESTAR shall be in accordance with Client's other insurance arrangements applicable to the claim. Services shall not include representation of the Client in the settlement of a claim or claims with Client's insurance company.
- iii.** Indemnity Claims - LODESTAR will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
- iv.** Medical Only Claims - LODESTAR services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
- v.** Record Only Claims - LODESTAR services will consist only of making a record of the injury or accident.

LODESTAR shall determine whether a claim is an indemnity, medical only, liability, professional liability, property or a Record Only Claim for all purposes under this Agreement.

- b)** LODESTAR shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c)** LODESTAR agrees to review and seek approval from Client with respect to a recommended course of action regarding all Qualified Claims.
- d)** LODESTAR is authorized to employ demand package nurse review and medical bill analysis services to evaluate and attempt to resolve demands related to bodily injury claims. The services may include, but not be limited to, (1) review and analysis of medical records and documents, (2) addressing claim relatedness for medical services and preexisting conditions, (3) analysis of medical coding, and cost of care, injury and treatment.
- e)** Upon Client's request, LODESTAR will provide status reports in accordance with LODESTAR's customary business practice for all Qualified Claims having total incurred losses of \$50,000 or above.
- f)** LODESTAR shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- g)** LODESTAR agrees to participate in quarterly virtual claim reviews with Client.
- h)** If requested by Client during the term of this Agreement, LODESTAR will provide an annual stewardship report.

4. EXCESS REPORTING SERVICES

- a)** LODESTAR will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by LODESTAR which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i.** Client shall promptly provide LODESTAR with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
 - ii.** Client shall direct Carrier(s) to promptly provide LODESTAR with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii.** Client shall promptly provide claim data for conversion to LODESTAR's computer system for purposes of determining historical loss information.
 - iv.** Client shall instruct its attorneys to advise LODESTAR when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.
- b)** Client's failure to meet the requirements set forth above shall relieve LODESTAR of its obligation to report excess claims to Carrier(s). LODESTAR shall not be obligated to report any claims not serviced by LODESTAR.
- c)** LODESTAR will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 60 days (from the date of the initial request), after which LODESTAR will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

5. MANAGED CARE SERVICES

- a)** Client agrees to exclusively utilize the following LODESTAR managed care services:
 - i.** LODESTAR's medical bill review and repricing services, which may include but are not limited to:
 - 1.** reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
 - 2.** utilizing LODESTAR's complex bill review process to review certain medical bills for possible additional savings.
 - ii.** LODESTAR's managed care networks which include:
 - 1.** traditional networks (e.g. physicians and medical facilities);
 - 2.** specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);

3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
 4. out-of-network services from LODESTAR and third party vendors.
- iii. LODESTAR's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
 - iv. Utilization of clinical case management services when any of the following criteria are met:
 1. surgical procedure;
 2. spinal cord injury;
 3. occupational disease or a pandemic requiring medical treatment;
 4. third degree burns;
 5. multiple complex fractures;
 6. crush injuries requiring poor initial medical outcome;
 7. head injuries with cognitive impairment or loss of consciousness;
 8. immediate post-injury hospital admission;
 9. multiple trauma; or
 10. adjuster identified assignments.

Continued clinical case management will proceed at the discretion of LODESTAR.

- b) LODESTAR shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
- c) LODESTAR's Clinical Case Managers are authorized to provide LODESTAR's pharmacy intervention services on all claims at LODESTAR's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.
- d) LODESTAR is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
 - i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
 - ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
 - iii. Retrospective Utilization Review- a review after the completion of treatment

conducted by an experienced registered nurse to identify inappropriate treatment utilization.

- iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e) LODESTAR is authorized to employ prospective and concurrent utilization review services that may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f) Upon Client request, LODESTAR will utilize LODESTAR Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Clinical Case Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g) LODESTAR may retain third party vendors for the purpose of providing specific medical management services.

6. RISK CONTROL SERVICES

- a) Upon request, LODESTAR will:
 - i. perform a risk management assessment;
 - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
 - iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of LODESTAR's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY LODESTAR SHALL NOT BE CONSTRUED AS APPROVAL BY LODESTAR OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE LODESTAR WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY LODESTAR THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, LODESTAR IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER**

WARRANTY, AND ANY LIABILITY OF LODESTAR, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF LODESTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

7. RISK MANAGEMENT INFORMATION SYSTEM (“RMIS”)

- a) LODESTAR will provide the following RMIS services:
- i. upon request, a standard conversion of Client’s existing claims data into LODESTAR’s claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
 - ii. access to LODESTAR’s RMIS for up to five users, provided Client agrees to the terms and conditions of the License Agreement when first accessing LODESTAR’s RMIS;
 - iii. standard reports available through LODESTAR’s RMIS;
 - iv. One monthly data file transfer to a single carrier or RMIS system (“**Standard Data Feed**”);
 - v. customized reporting reasonably acceptable to LODESTAR, subject to additional terms, conditions and fees as may be agreed upon by the parties. LODESTAR will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance;
- b) LODESTAR warrants LODESTAR’s RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies LODESTAR in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, LODESTAR will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
 - ii. the maximum and only liability of LODESTAR for such malfunction, error or loss of recoverable data shall be its obligation to recreate reports or regenerate data as described above.
 - iii. in the event LODESTAR loses data that cannot be recovered, Client shall be entitled to all remedies, whether in law or equity.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LODESTAR BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY**

INTERRUPTION OF BUSINESS, EVEN IF LODESTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- d) Obligations of Client regarding use of LODESTAR's RMIS:
- i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in LODESTAR's RMIS. Client agrees to use all available security features and to notify LODESTAR promptly of all potential and actual breaches of the system.
 - ii. Client agrees that no information in LODESTAR's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding LODESTAR'S RMIS:
- i. Client agrees to limit access to LODESTAR's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
 - ii. Unless otherwise stated, Client's access to LODESTAR's RMIS will end upon termination of the Agreement.

8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by LODESTAR pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a workers' compensation hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), LODESTAR will:
- i. make recommendations to Client regarding claim matters relevant to the Disputed Claim;
 - ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
 - iii. pursue all appropriate subrogation claims as directed by Client.
- b) If requested by Client, LODESTAR will manage Disputed Claims in accordance with LODESTAR's Defense Counsel Guidelines. LODESTAR shall remain authorized to settle any Disputed Claim within the Discretionary Authority Limit or an amount in excess of the Discretionary Authority Limit that is authorized by Client.
- c) LODESTAR is authorized to utilize legal bill analyzer services to review and process legal invoices from all defense counsel utilized by the Client.

9. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity (“RRE”) as defined by the Centers for Medicare and Medicaid Services (“CMS”), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes LODESTAR or LODESTAR’s designee to undertake Client’s Section 111 reporting requirements as Client’s Account Manager/Reporting Agent as it relates to Client’s Qualified Claims. Client further agrees to fully cooperate with LODESTAR, including the execution of any documents necessary for such authorization.
 - i. LODESTAR shall not provide any Section 111 reporting services for Client’s Record Only Claims.
 - ii. LODESTAR shall not undertake Section 111 reporting activities for Client’s claims which were converted from Client’s prior TPA to LODESTAR but were never serviced by LODESTAR.
- c) Client acknowledges and agrees to provide LODESTAR with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, LODESTAR shall commence reporting of Client’s data to CMS, and shall continue for as long as LODESTAR provides claims handling services for Client’s Qualified Claims.
- e) LODESTAR shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize LODESTAR or LODESTAR’s designee as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client’s claims when they were first required to do so.

10. FUNDING of CLAIMS and EXPENSES

- a) LODESTAR will continue to maintain a non-interest bearing checking account in LODESTAR’s name (“Payment Account”) with LODESTAR’s bank, which is to be funded by Client but which LODESTAR will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. LODESTAR will provide Client with a monthly schedule (“Payment Register”) outlining all claim payments, ALAE, and correction items funded by LODESTAR and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.
- b) The Payment Account will initially be funded by Client in the amount of \$500,000 (equal to three months estimated claims payments and ALAE) which amount may be revised at LODESTAR’s discretion at any time based upon actual claims and expense payment history. Within 45 calendar days of the receipt of the Payment Register and statement, Client shall reimburse LODESTAR for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, LODESTAR shall

provide written notice of such depletion to Client, and Client shall replenish the balance within two business days of receipt of notice.

- c) Should Client fail at any time to maintain the required funding after receiving notification from LODESTAR, LODESTAR will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related LODESTAR bank charges, fees, or penalties have been paid by Client.
- d) LODESTAR is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to LODESTAR to do so. Should LODESTAR advance funding on the part of Client, then Client shall immediately reimburse LODESTAR or LODESTAR will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related LODESTAR bank charges, fees, or penalties have been paid by Client. LODESTAR shall have no liability to Client for any penalties, fines or assessments incurred due to Client's failure to maintain sufficient funds in the Payment Account or LODESTAR's election to stop performing services as a result thereof.
- e) This Section of the Agreement shall survive the termination of the Agreement.

11. CLAIM HANDLING SERVICE FEE

- a) For claim handling services to be rendered under the first year of this Agreement, Client agrees to pay LODESTAR an annual fee of \$159,000 to be paid in equal monthly installments to be invoiced by LODESTAR.
- b) For claim handling services to be rendered under the first optional extension year ("2027-28") of this Agreement, Client agrees to pay LODESTAR an annual fee of \$163,770 to be paid in equal monthly installments to be invoiced by LODESTAR.
- c) For claim handling services to be rendered under the second optional extension year ("2028-29") of this Agreement, Client agrees to pay LODESTAR an annual fee of \$168,683 to be paid in equal monthly installments to be invoiced by LODESTAR.
- d) If during the term of this Agreement, Client submits more than 10 claims/loss lines that LODESTAR determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, diseases, happenings or conditions, then the following additional claim handling fees shall apply:
 - i. \$650 for each commercial automobile bodily injury claim;
 - ii. \$395 for each commercial automobile property damage claim;
 - iii. \$325 for each commercial automobile physical damage claim
 - iv. \$650 for each general liability bodily injury claim;
 - v. \$395 for each general liability property damage claim;

- vi. \$595 for each first party property damage claim;
- vii. \$995 for each professional liability claim;
- viii. \$850 for each Indemnity Claim;
- ix. \$125 for each Medical Only Claim;
- x. \$40 for each Record Only Claim.

12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay LODESTAR the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as fees are incurred. Fees that are due annually or monthly shall be due on the effective date of this Agreement and each annual or monthly anniversary thereafter, as applicable. The fees set forth in Exhibit A can be changed by LODESTAR if new arrangements are made by LODESTAR and its third party vendors. LODESTAR shall provide Client notice of any change in fees within 10 business days of the implementation of the change.

13. PAYMENT of FEES

LODESTAR will bill Client for fees when due. If the bills are not paid within 45 days after receipt, LODESTAR reserves the right to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

14. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or LODESTAR's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation including the Freedom of Information Act to provide information to the claimant or other person; or
 - iii. mandated by applicable court discovery rules.

- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within LODESTAR's RMIS must be treated in a confidential manner by all users who may gain authorized access to LODESTAR's RMIS.
- d) Client agrees LODESTAR (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) LODESTAR processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked LODESTAR to collect for the purpose of administering Qualified Claims in accordance with this agreement (including managed care services, reporting, and other related support services) and providing risk control services. LODESTAR shall not sell or share with third parties for marketing purposes personal information it collects pursuant to this Agreement. LODESTAR shall not retain, use or disclose personal information relating to Client's injured workers for any commercial purpose other than for the purpose of administering Qualified Claims in accordance with this agreement (including managed care services, reporting, and other related support services), providing risk control services or as permitted by applicable law. LODESTAR may disclose information to vendors to the extent necessary or advisable to provide the services required under this Agreement.
- f) Where applicable, (1) LODESTAR shall comply with all applicable sections of the California Consumer Privacy Act and the regulations promulgated thereunder as in effect from time to time (the "CCPA") and LODESTAR shall notify Client if it determines it is unable to comply, (2) Client shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate LODESTAR's unauthorized use of personal information under the CCPA and (3) Client shall inform LODESTAR of any consumer request made pursuant to the CCPA with which it must comply.
- g) Upon Client's request, LODESTAR shall provide Client with its most recently completed SOC 2 or equivalent report.
- h) This Section of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

- a) LODESTAR agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over LODESTAR, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) LODESTAR retains third party vendors to provide services under this Agreement and LODESTAR's charges to Client may vary from the itemized charge to LODESTAR. Client acknowledges and agrees that LODESTAR may receive allowances or payments from vendors in connection with LODESTAR's utilization of vendor services as consideration for LODESTAR's efforts in the management, administration and integration of the services. If Client requests the use of a vendor not offered by LODESTAR ("Client Vendor"), LODESTAR

may disapprove the use of the Client Vendor in its sole discretion. If LODESTAR does not disapprove the Client Vendor and the Client Vendor services Client's Qualified Claims, then Client shall be responsible for all aspects of managing and monitoring the Client Vendor's performance, including service levels, costs and data security requirements. Client authorizes and directs LODESTAR to share with the Client Vendor information in its possession related to the Qualified Claims being serviced by the Client Vendor. LODESTAR shall have no liability with respect to any act or omission of the Client Vendor and Client shall indemnify, defend and hold harmless LODESTAR from any and all liabilities resulting from LODESTAR's interaction with a Client Vendor. So long as funds are available in the Payment Account, LODESTAR shall pay on behalf of Client all invoices submitted by a Client Vendor to LODESTAR in the amount set forth in such invoice.

16. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
 - i. by mutual agreement of the parties;
 - ii. by LODESTAR if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and LODESTAR has given Client prior written notice of such default five days prior to the date set for termination;
 - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
 - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
 - v. by LODESTAR or Client if LODESTAR fails to obtain any required state or federal licensing for providing services hereunder; or
 - vi. by LODESTAR or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. LODESTAR or Client may choose to suspend all or part of LODESTAR's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, LODESTAR will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by LODESTAR up to and including the date of termination. Upon final closing of the account, LODESTAR shall

return the Claim Files to Client in electronic form. LODESTAR may at its option keep a copy of the Claim Files for LODESTAR's records.

- e) Client and LODESTAR acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by LODESTAR for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, LODESTAR shall return to Client any outstanding checks remaining unpaid after termination. LODESTAR shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.
- f) LODESTAR may utilize the Payment Account for any outstanding amounts owed by Client to LODESTAR prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to LODESTAR.

17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless LODESTAR, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability, penalties or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; (ii) a disclosure of confidential or proprietary information by Client to any third party; or (iii) Client's failure to maintain the funding required by this Agreement in the Payment Account.
- b) To the fullest extent permitted by law, LODESTAR shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of LODESTAR, its officers, directors, employees or agents. However the parties agree that LODESTAR, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from LODESTAR's performance under this Agreement in those cases where LODESTAR acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold LODESTAR liable for, or reduce the compensation of LODESTAR with respect to, any failure of LODESTAR to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to LODESTAR in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("**Indemnitee**") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right

to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.

- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Client agrees that LODESTAR's total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed One Million (\$1,000,000) dollars.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:	City of Bloomington 115 E. Washington Street Bloomington, IL 61701
With a copy to:	City of Bloomington Attn: Legal 115 E. Washington Street Bloomington, IL 61701
For LODESTAR:	President Lodestar Claims & Risk Services, Inc. 380 Sentry Parkway Blue Bell, PA 19422

With a copy to:	General Counsel Lodestar Claims & Risk Services, Inc. 380 Sentry Parkway Blue Bell, PA 19422
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19. NON SOLICITATION of LODESTAR'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of LODESTAR during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay LODESTAR an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

20. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of LODESTAR. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

21. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to LODESTAR all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to LODESTAR, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of LODESTAR. LODESTAR may, at its own option within five business days of such request provide Client or Client's representative with limited access to LODESTAR's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, LODESTAR warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

23. MODIFICATION

LODESTAR may seek to modify fees if: (i) LODESTAR's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or

(ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of LODESTAR's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. LODESTAR will continue to provide services for the 60 day notice period, after which LODESTAR will return all Claim Files to Client and submit a final billing to Client.

24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein. If LODESTAR provides claims services for any Qualified Claim after the Qualified Claim exceeds the attachment point of any Client insurance policy, then (i) LODESTAR shall comply with the terms of any such policy and the instructions of the insurance company issuing such policy and (ii) the terms of any agreement between the insurance company and LODESTAR shall supersede the terms of this Agreement.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** LODESTAR shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either LODESTAR or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be

evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.

- h) Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) Ambiguities.** In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

LODESTAR CLAIMS & RISK SERVICES, INC.

BY: Michael MacAulay

TITLE: President

CITY OF BLOOMINGTON, ILLINOIS

BY: _____

TITLE: _____

Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

<u>Service Type</u>	<u>Amount</u>
<u>Managed Care:</u>	
Medical and pharmacy bill review and repricing	\$9.50 per bill, plus 28% of savings over and above fee schedule and/or usual and customary
Utilization review	\$130 per review
Field Case management services	\$115 per hour plus expenses
Clinical case management services	\$115 per hour plus expenses
Catastrophic Clinical Services	\$185 per hour
Medical consultant Peer review	\$265 per review
LODESTAR Care 24	\$105 per call
LODESTAR Care 24 Enrollment Fee	\$3,000
LODESTARcare Rx+ Pharmacy Intervention Services	\$75 per review
LODESTAR Care 24 Translation	Prevailing Market Rate
Medical Director	\$250 per hour
<u>Medicare Solutions</u>	
Section 111 Reporting	\$9.50 per claim queried
Medicare Set Aside, Revision and Submission Services: MSA, MSA Submissions to CMS, Revisions or Update to Prior MSA, Future Medical Allocations, Life Care Planning and Review; Medicare or Social Security Verification	Prevailing rate for each service Rush fees apply for MSA completed within 5 business days Complimentary Annuity Quote with MSA Applies to all coverage types
Medicare and Medicaid Secondary Payer Services and Lien Resolution Services: Conditional Payment Research, Canvass, Evaluation, Disputes, Appeals, and Negotiations	Prevailing rate for each service Applies to all coverage types
Medical Cost Projections	\$1,900 each
Demand Package Nurse Review	\$1,900 per review
Update (within 6 months of prior Demand Package Nurse Review)	\$950 per review
Demand Package Medical Bill Analysis	\$400 per review
Update (within 6 months of prior Demand Package Medical Bill Analysis)	\$200 per review

<u>Information Systems:</u>	
RMIS fee	Included per year for up to 5 users \$500 per year each additional user
Standard Data Conversion	Not applicable
Customized Reporting/Programming	\$200 per hour
Standard Data Feed Set-Up	\$3,500 per year
Standard Data Feed	\$300 per month
<u>Risk Control:</u>	
General	\$160 per hour (AOS), \$175 per hour (CA)
Industrial Hygiene Services	\$180 per hour
Special Projects	To be determined
<u>LODESTAR Webservice</u>	Included
<u>LODESTAR Organizational Safety Institute</u>	Included
<u>Claim Adjustment:</u>	
Vocational Rehabilitation	\$105 per hour
Claim Indexing	Prevailing Market Rate
Legal Bill Analyzer	3% of gross billed charges
<u>Other:</u>	
Administrative	Included
Account Implementation	\$5,000 minimum
Claim intake	Internet or Data Fee: included
Non-standard claim intake which includes call in, fax or email	\$15 per claim
Subrogation Specialist Services	20% of gross recovery
Excess Recovery Services	2% of gross recovery
Second Injury Fund Recovery Services	20% of gross recovery
Standard Data Extract (upon termination)	Included
OSHA reporting preparation services	\$20 per incident \$3,000 annual minimum
OSHA Special Projects	To be determined
Each Claim Review in excess of four per year	\$2,500 per review plus LODESTAR Expenses
Onsite claim review	Travel incurred by LODESTAR personnel is reimbursed in full by the client
LODESTAR Staff Attendance at Legal Proceedings	Travel and expenses incurred by LODESTAR personnel reimbursed in full by client
Physical File Storage	To be determined



Consent Agenda Item No. 7.J.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Contract with Gateway Pyrotechnic Productions, LLC, for the Purchase and Administration of Fireworks Displays for the Annual 4th of July Celebration in Miller Park for the Years 2026 (\$45,000), 2027 (\$40,000), and 2028 (\$40,000), Totaling \$125,000, as requested by the Parks & Recreation Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

Background: The City of Bloomington and the Town of Normal have partnered to host the annual Sky Concert of McLean County for over 30 years. The fireworks draw over 10,000 people annually to Miller Park in Bloomington (1020 South Morris Avenue) and to Fairview Park in Normal (801 North Main Street). The fireworks shows are simultaneously shot at each location and choreographed to patriotic-themed musical accompaniment and broadcast by Cumulus Radio of Bloomington, a local radio and media company. The City of Bloomington Parks and Recreation Department and Procurement Division, in conjunction with the Town of Normal, published RFP #2026-17 - Fireworks Display, and one vendor responded from St. Louis, MO. Gateway Pyrotechnics Productions, LLC ("Gateway"), met all the evaluation criteria, and both the City and Town Evaluation Team agreed that this firm would meet the needs of both municipalities and provide a quality show. The City and Town are approving separate contracts. Gateway Fireworks Displays will provide a \$5 million insurance policy and performance bond.

For America's 250th anniversary celebration (1776-2026), the fireworks show will be extended both in time and shell count, which is why that year will cost \$5,000 more, and then it will return to a traditional 22-23 minute show for 2027 and 2028 at a lower cost.

Staff are proposing to approve the three-year contract (2026-2028) with Gateway. The cost breakdown is as follows: \$45,000 for 2026 (FY 2027); \$40,000 for 2027 (FY 2028); and \$40,000 for 2028 (FY 2029) for a total cost of \$125,000.

Community Groups/Interested Persons Contacted: Town of Normal Parks and Recreation Department, Cumulus Media, and State Farm

Financial Impact: This is an FY 2027 Budgeted Item. If approved, the City will enter into a contract with Gateway Pyrotechnic Productions LLC, of St. Louis, MO, for the Purchase of Fireworks Displays for the Annual 4th of July Celebration in Miller Park for \$45,000 for 2026 (FY 2027); \$40,000 for 2027 (FY 2028); and \$40,000 for 2028 (FY 2029) for a Total Cost of

\$125,000.

Fireworks are included in the FY 2027 Budget under the Recreation-Other Purchased Services account (10014112-70690). Stakeholders can locate this in the FY 2027 Proposed Budget titled "Budget Overview & General Fund" on page 169. This account includes \$140,000, which includes the purchase of fireworks, contractual programming for the 4th of July, and other recreational division purchases needed throughout the fiscal year. If approved, the Parks and Recreation Department will include the FY 2028 and FY 2029 amounts in those respective years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Gateway Fireworks Displays Proposal

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A CONTRACT WITH GATEWAY PYROTECHNIC PRODUCTIONS, LLC, FOR THE PURCHASE AND ADMINISTRATION OF FIREWORKS DISPLAYS FOR THE ANNUAL 4TH OF JULY CELEBRATION IN MILLER PARK FOR THE YEARS 2026 (\$45,000), 2027 (\$40,000), AND 2028 (\$40,000), TOTALING \$125,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of a contract ("Exhibit A") with Gateway Pyrotechnic Productions, LLC, for the purchase and administration of fireworks displays for the annual 4th of July celebration in Miller Park for the years 2026 (\$45,000), 2027 (\$40,000), and 2028 (\$40,000), totaling \$125,000; and

WHEREAS, the City of Bloomington and Town of Normal have partnered to host the annual Sky Concert of McLean County for over 30 years; and both the Town and City agreed that Gateway Pyrotechnic Productions, LLC, provides a quality show; and

WHEREAS, the Contract consists of computerized choreography, musical accompaniment, and features over 1,300 3", 4", and 5" shells with almost 1,000 special highlights and effects; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other documents necessary to complete this transaction.

PASSED this 27th 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
GATEWAY PYROTECHNICS PRODUCTIONS LLC**

FOR

CITY OF BLOOMINGTON IL FIREWORKS DISPLAY

THIS AGREEMENT, dated this ___ day of April, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and GATEWAY PYROTECHNICS PRODUCTIONS LLC (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: RFP #2026-17 Joint City of Bloomington & Town of Normal Fireworks Display (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:
 Gateway Prytotechnic Productions LLC
 5021 Fyler
 Suite 100
 Saint Louis, MO 63139

If to CITY:
 City of Bloomington IL
 ATTN: City Manager
 115 E. Washington St., Suite 400
 Bloomington, IL 61701
admin@cityblm.org

Copy to:

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

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

VENDOR

By: _____

By: _____

Its City Manager

Its _____

ATTEST:

By: _____

Its City Clerk

By: _____

Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The City of Bloomington, Illinois (“CITY”), as the lead agency, along with the Town of Normal (“TOWN”) and, together with the CITY, each a “Municipality” and collectively the “Municipalities”), have partnered to host the annual Sky Concert of McLean County for over 30 years. The communities are seeking three-year proposals from qualified and experienced fireworks companies to design, choreograph and execute their 2026, 2027, and 2028 Fourth of July shows with an alternate bid for a five-year proposal to also include the 2029 and 2030 Fourth of July Fireworks displays. The CITY and TOWN choose the base bid for the three (3) year period to cover fiscal years 2026, 2027, and 2028 Fourth of July Fireworks displays. The show in the City of Bloomington will be fired at Miller Park (1020 South Morris Avenue) and in Normal, the show will be fired at Fairview Park (801 North Main Street).

The show for 2026 will be extended to 25 minutes with an enhanced shell count for America’s 250th anniversary celebration while all future shows will be 22-23 minutes in length with music synced with firework effects. The pyrotechnic shows will be designed, supplied, installed, and executed along with simultaneous firing to music broadcasted by Cumulus Media of Bloomington which includes WJBC, WBNQ and WBWN.

All procurement documents included in the RFP #2026-17 – Joint City of Bloomington & Town of Normal Fireworks Display, the submitted proposal, addenda, insurance forms, and any other document associated with the RFP are incorporated into this contract.

EXHIBIT B
COSTS/FEES

Year 1 (July 2027) = \$45,000

Year 2 (July 2028) = \$40,000

Year 3 (July 2029) = \$40,000

Total Three (3) Year = \$125,000

Proposal pricing includes all costs needed to meet the scope of work as well as any incidental costs such as travel, administrative, related activity, etc. and no costs, fees, or charges other than those explicitly listed in this pricing proposal will be honored unless the City and Town agree to changes.

EXHIBIT C
INSURANCE REQUIREMENTS

Special Insurance Requirements

- a. The Contractor must obtain a payment and performance bond for each Municipality in the amount of the bid price for each Municipality at no additional cost to the Municipalities. (See specific requirements of each Municipality in the attachments.)

- b. The Contractor must obtain liability insurance in a form and coverage acceptable to the Municipalities in the minimum amount of \$5,000,000. The insurance policies must name the City of Bloomington, the Town of Normal and their respective officials, officers, employees, volunteers, agents, any sponsors of the fireworks display, and others deemed necessary by the City as additional insured. This policy must cover all activities related to the fireworks display, including set-up and teardown.

- c. The liability insurance policy must be non-cancelable. A copy of the policy, and all applicable insurance certificates, and all declarations must be submitted to each of the Municipality's Legal Departments, each year, no later than May 30th of each contract year for review and approval. The City and Town prefer that the entire \$5,000,000 of insurance be in the form of an "occurrence" policy but may accept a "claims made" policy. The Contractor must have in effect an extended coverage option that extends the insurance coverage and the time period that claims can be filed for at least 24 months.

- d. A copy of all insurance policies totaling \$5,000,000.00 of coverage along with signed certificates of insurance declarations must be submitted to and received by each of the Municipalities no later than May 30th of the contract year or upon request by the City when needed to present the RFP proposal packet to City Council for consideration of award approval. Failure of the Contractor to provide the requested insurance documentation in a timely manner may be grounds for termination, or non-renewal, with no recourse for the Contractor. The Contractor shall keep the policy in force through the entire term covered by any contract issued under this RFP.



IS PROUD TO PRESENT OUR

**2026 - 2028
FIREWORKS PROPOSAL**





QUALIFICATIONS AND EXPERIENCE

Gateway Fireworks Displays has become the fastest growing fireworks exhibitor in the Midwest since beginning operations in 2004. Our operations and management teams have a collective experience of over 50 years in all aspects of the pyrotechnic industry. Our 30,000 square foot office and warehouse features a complete metal and wood fabrication shop. We design and build our own mortar racks, specialty product holders, blast shelters and mortar boxes. We also service and maintain all of our own electrical components in our in-house electrical repair facility. *Nothing is left to chance!*

Since launching *Gateway Fireworks Displays* we have carefully implemented all the details that we feel make for the very best displays – from the finest product and equipment to the most sophisticated pyromusical choreography software. In the fifteen years since beginning operations on October 8, 2004, *Gateway Fireworks Displays* has become a recognized leader in pyromusical innovation; including soundtrack development, unique product selection and precise choreography.

Gateway Fireworks Displays was selected to be the host display company at the 2009 annual American Pyrotechnic Association (APA) Convention and Conference. The APA is the premier trade association of the fireworks industry. It was a great honor to be selected from among our peers to represent the industry to the community in Branson Missouri where the convention was hosted. I invite you to see the difference in quality and programming that we can offer.

The *Gateway Fireworks Displays* Team is proactive in Safety and training. Several of our key staff members participated in the development of the APA Pyrotechnician Training and Safety program that is recognized and approved by the Fire Safety Divisions around the country. It also meets the training requirements for licensure by the Missouri State Fire Marshal's Office. Every Gateway Pyrotechnician has received this training and has passed both a practical and a written examination. *Safety is truly first in everything we do!*



FIREONE™ CHOREOGRAPHY AND DIGITAL FIRING SYSTEMS

The FireOne™ Computerized choreography and digital firing system affords us complete control over show design and creativity.

If our designers can conceive it the FireOne can execute it. Synchronization of pyrotechnics and music with pinpoint digital precision (.01 second choreography resolution and .001 firing accuracy) creates breathtaking effects.

This incredibly dynamic system coupled with our highly experienced designers make Gateway Fireworks Displays the Midwest's leader in choreographed displays.

At *Gateway Fireworks Displays* we constantly review and evaluate the systems available to ensure we stay on the cutting edge of the available technology in the industry.



PYROMUSICAL PRODUCTIONS

Gateway Fireworks Displays features the FireOne digital pyrotechnic firing systems. The FireOne system represents the leading technology in pyrotechnic firing hardware and choreography software programs. Our mastery of the FireOne scripting and choreography programs makes it possible for us to design any fireworks effect imaginable.

We have also developed a series of set-up processes, like angled racks that allow for creative effects like crossing tails, or a series of candles in proper order of color with angles that construct the "Gateway Rainbow." Our choreography division has also perfected a technique of using a mixture of aerial shells, special low-level effects, and close proximate devices that invent a level of excitement and intensity! This technique of using the close proximate devices at the appropriate times throughout the display gives a sense of extreme precision that are unparalleled in the industry.

Our staff's extensive knowledge of fireworks and familiarity with the wide range of product, offered by various manufacturers, makes it possible for us to locate and obtain virtually any effect needed to invent the perfect moment in the program.



Sky Concert of Mclean County

Bloomington – Normal, Illinois

(Quantities are for Each Show Site)

July 4th, 2026

FIREWORKS PROPOSAL

\$45,000.00

DESCRIPTION

Gateway Fireworks Displays will use a number of colors and effects to create a high impact display to highlight the program. The following is a listing of the effects to be used. Individual shell colors, designs and effects will be carefully selected by our choreography staff to provide a spectacular celebration of America's Independence.

This display will begin with an opening finale to get your audience's attention; we will dazzle them during the program's body, and awe them with a Signature *Gateway* finale.

Opening BARRAGE

- 3" *Gateway Signature Specialty Shells* 100
- 4" *Gateway Signature Specialty Shells* 36
- 5" *Gateway Signature Specialty Shells* 10

BODY OF PROGRAM

THREE INCH ASSORTED SHELLS – 240 Consisting of:

- Color Star Shells
- Multi-Color Star Shells
- Fancy Star Shells
- Super Fancy Shells
- Special Compartmental Shells
- Super Deluxe Compartmental Shells
- Oriental Chrysanthemum Shells

FOUR INCH ASSORTED SHELLS – 300 Consisting of:

- Color Star Shells
- Multi-Color Star Shells
- Fancy Star Shells
- Super Fancy Shells
- Special Compartmental Shells
- Super Deluxe Compartmental Shells
- Oriental Chrysanthemum Shells
- Multi-Break Shells

FIVE INCH ASSORTED SHELLS – 180 Consisting of:

- Color and Report
- Crackling Effect with Rising Tail
- Rising Palms with Tail
- Assorted Color Rings
- Color Dahlia with Tail
- Specialty Pattern Shells
- Crackling Spider with Rising Tail

GATEWAY FIREWORKS-SIGNATURE GRAND FINALE

350 Three-Inch Assorted Grand Finale Shells, Color Star Shells, Fancy Star Shells, Peonies, Chrysanthemums, 100 Flash & Titanium Salutes

60 Four-Inch Assorted *Specialty Finale Shells*

40 Five-Inch Assorted Grand Finale Shells, Color Star Shells, Fancy Star Shells, Peonies, Chrysanthemums & Shell of Shells

SPECIAL HIGHLIGHTS AND EFFECTS TO BE FIRED
DURING THE BODY OF THE PROGRAM

2" 50 Shot Red, White and Blue Crossette	02 (100 Effects)
2" 50 Shot Titanium Salute with Tails	02 (100 Effects)
2.5" 36 Shot Mixed Peony & Silver Whirl	02 (72 Effects)
2.5" 36 Shot Quick Titanium Salute Finale	02 (72 Effects)
100 Shot "Z" Cake Blue Tail to Blue Pearls to Brocade Crown	02 (200 Effects)
300 Shot Red, White and Blue Scenery	02 (200 Effects)
100 Shot "Z" Cake Sky Waterfall	02 (200 Effects)



Sky Concert of Mclean County Bloomington – Normal, Illinois

(Quantities are for Each Show Site)

July 4th, 2027-2028

FIREWORKS PROPOSAL

\$40,000.00

DESCRIPTION

Gateway Fireworks Displays will use a number of colors and effects to create a high impact display to highlight the program. The following is a listing of the effects to be used. Individual shell colors, designs and effects will be carefully selected by our choreography staff to provide a spectacular celebration of America’s Independence.

This display will begin with an opening finale to get your audience’s attention; we will dazzle them during the program’s body, and awe them with a Signature Gateway finale.

Opening BARRAGE

- | | |
|---|------------|
| • 3” Gateway Signature Specialty Shells | 100 |
| • 4” Gateway Signature Specialty Shells | 36 |
| • 5” Gateway Signature Specialty Shells | 10 |

BODY OF PROGRAM

THREE INCH ASSORTED SHELLS – 210 Consisting of:

- Color Star Shells
- Multi-Color Star Shells
- Fancy Star Shells
- Super Fancy Shells
- Special Compartmental Shells
- Super Deluxe Compartmental Shells
- Oriental Chrysanthemum Shells

FOUR INCH ASSORTED SHELLS – 270 Consisting of:

- Color Star Shells
- Multi-Color Star Shells
- Fancy Star Shells
- Super Fancy Shells
- Special Compartmental Shells
- Super Deluxe Compartmental Shells
- Oriental Chrysanthemum Shells
- Multi-Break Shells

FIVE INCH ASSORTED SHELLS – 120 Consisting of:

- Color and Report
- Crackling Effect with Rising Tail
- Rising Palms with Tail
- Assorted Color Rings
- Color Dahlia with Tail
- Specialty Pattern Shells
- Crackling Spider with Rising Tail

GATEWAY FIREWORKS-SIGNATURE GRAND FINALE

250 Three-Inch Assorted Grand Finale Shells, Color Star Shells, Fancy Star Shells, Peonies, Chrysanthemums, 100 Flash & Titanium Salutes

48 Four-Inch Assorted *Specialty Finale Shells*

25 Five-Inch Assorted Grand Finale Shells, Color Star Shells, Fancy Star Shells, Peonies, Chrysanthemums & Shell of Shells

SPECIAL HIGHLIGHTS AND EFFECTS TO BE FIRED
DURING THE BODY OF THE PROGRAM

2" 50 Shot Red, White and Blue Crossette	02 (100 Effects)
2" 50 Shot Titanium Salute with Tails	02 (100 Effects)
2.5" 36 Shot Mixed Peony & Silver Whirl	02 (72 Effects)
2.5" 36 Shot Quick Titanium Salute Finale	02 (72 Effects)
100 Shot "Z" Cake Blue Tail to Blue Pearls to Brocade Crown	02 (200 Effects)
300 Shot Red, White and Blue Scenery	02 (200 Effects)
100 Shot "Z" Cake Sky Waterfall	02 (200 Effects)



Please note that the show synopsis page depicts the number and type of shells that can be included in the program. Since this series of shows is to be choreographed to music it is important to understand that the music selected for each program will determine the various color and shell types that are included.

At Gateway Fireworks Displays there is no such thing as a pre-packaged show. Each show is individually designed and packed making each program unique and special. These shows will each contain a wide variety of product and will not be alike.



SKY CONCERT OF MCCLEAN **COUNTY** **2026**

SUMMARY OF SHELL INVENTORY

- 690 3" SHELLS
- 396 4" SHELLS
- 230 5" SHELLS

- MULTI-SHOT FINALE CAKES

- CAKES WILL PROVIDE NEARLY 1,262 EFFECTS AT HEIGHTS FROM 130' TO 200'

BREAKDOWN

- 606 SHELLS 4" AND OVER
- 450 SHELLS IN GRAND-FINALE
- 1,316 SHELLS IN THIS PROGRAM



SKY CONCERT OF McCLEAN **COUNTY** **2027-2028**

SUMMARY OF SHELL INVENTORY

- 560 3" SHELLS
- 354 4" SHELLS
- 155 5" SHELLS

- MULTI-SHOT FINALE CAKES

- CAKES WILL PROVIDE NEARLY 950 EFFECTS AT HEIGHTS FROM 130' TO 200'

BREAKDOWN

- 509 SHELLS 4" AND OVER
- 323 SHELLS IN GRAND-FINALE
- 1,069 SHELLS IN THIS PROGRAM

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY FIRST

SAFETY PLAN

Gateway Fireworks follows the NFPA 1123 & 1124 code as well as all other requirements established by other governmental agencies.

- **Gateway Fireworks** has a division of logistics that coordinates all of the transportation issues. We fully licensed by the Department of Transportation to ship explosives.

DEPARTMENT OF TRANSPORTATION

1. Company maintains a Hazardous Materials Registration & Permit
2. Driver will be qualified to transport explosives.
3. Driver will have appropriate CDL Explosives Endorsement.
4. Driver will maintain proper logs and paperwork.
5. Truck will be properly inspected.
6. Truck will be properly placarded.
7. All other Federal regulations will be followed.

OSHA REQUIREMENTS:

1. The appropriate protective clothing, safety glasses and hearing protection will be used.
2. There will be an appropriate number of water type fire extinguishers on site as required.
3. Steel toe safety shoes will be worn.
4. The display will be fired electronically from a safe distance to protect the technician and his spotter.

ATF

1. Explosives are delivered to the display site in a locked truck.
2. Truck will be placarded and attended while loaded with explosives.
3. All ATF/DOT regulations will be adhered to for temporary storage.

LOCAL POLICE AND FIRE DEPARTMENTS

1. A detailed site plan depicting the fall-out zone and access points will be provided so that a restricted area can be established by proper authorities.
2. Fire Department officials will be provided all appropriate documentation listing materials and emergency response information.
3. The entire set-up and loading process will be completed in time for pre-show inspection and test fire if required.



INSURANCE COVERAGES

Gateway Fireworks Displays is proud to offer to its clients the very best insurance protection available. Our carrier, Everest Indemnity Insurance Company, has an AM Best Rating of A+XV. This is the "Superior" A.M. Best rating.

Gateway's policy provides for FIVE million dollars in General Commercial Liability per occurrence. This policy provides our aggregate total separately for each and every display that we conduct. Most other policies provide a single policy year aggregate.

Most importantly our policy provides for \$5,000,000 in product liability coverage as well. Most other policies provide only \$1,000,000 product liability with their excess liability specifically excluding products and completed operations.

Gateway also provides Worker's Compensation Insurance as required by statues and U.S. Long shore and Harbor workers coverage is provided as well.

Any program sponsors can be named and included as additional insured.

A sample certificate of insurance is included for review.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2026

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).

PRODUCER Acisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100 FAX (A/C. No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 3826 Gateway Pyrotechnic Productions LLC dba Gateway Fireworks Displays P.O. Box 39327 St Louis MO 63139-8327	INSURER A : Continental Indemnity Company 28258	
	INSURER B : Third Coast Insurance Company 10713	
	INSURER C : Allianz Global Corporate & Specialty SE 7617	
	INSURER D : Everest Indemnity Insurance Company 10851	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1006854625

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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PYTP0000008-00	8/1/2025	8/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PYTA0000006-00	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	25ABEX0080	8/1/2025	8/1/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		37-229727-01-09	1/31/2025	1/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Excess Liability #2			GCI0010386-251	8/1/2025	8/1/2026	Each Occurrence	\$5,000,000
							Aggregate	\$5,000,000
							Total Limits	\$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

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REQUIRED LICENSES

As a convenience to our clients we have included current copies of all the required licenses' and permits that are required of any professional fireworks exhibitor. The standard required licenses include our

- Federal License (Type 51) issued by the Department of the Treasury
– Bureau of Alcohol, Tobacco and Firearms
- Hazardous Materials Certificate of Registration issued by the US
Department of Transportation
- Hazardous Material Safety Permit issued by the US Department of
Transportation
- Distributor's Permit issued by the Illinois Office of the State Fire
Marshal
- Fireworks Display Operators License issued by the Illinois Office of
the State Fire Marshal



Consent Agenda Item No. 7.K.

For City Council: April 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with J. Spencer Construction, LLC, for the #4 Fire Station Kitchen Replacement (Bid #2026-36), in the Amount of \$201,030, as requested by the Fire 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: Fire Station #4 was originally constructed in 1991. The station is located at 1705 S. Morris Ave. and houses five personnel who respond to emergency calls with one fire engine and one ambulance. The Station is staffed 24 hours a day, 7 days a week. The current kitchen is over 30 years old, and the cabinets are failing; as a result, replacement is needed. The Architectural and Engineering design for this project was completed by Dewberry Architects, Inc. The complete replacement of the kitchen will allow the Fire Department to continue utilizing and operating out of the Fire Station into the future.

The project was advertised in *The Pantagraph* and on the City's eProcurement platform, *OpenGov*, to solicit competitive bids. Bids were received until 10:00 AM on Wednesday, March 25, 2026, electronically via the City's e-Procurement portal *OpenGov*. Two (2) bid submissions were opened on March 25, 2026, online. J. Spencer Construction, LLC, was the lowest responsive bid proposal and is also a local contractor. A full bid tabulation for Bid #2026-36 is attached. Contingency is included in the bid and shall be used 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 on Friday, March 6, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City would enter into said agreement in the amount of \$201,030. This would be paid from the Capital Improvement Fund-Buildings account (40100100-72520). The project was budgeted at \$100,000. Although over budget, staff recommend moving forward with the necessary work at the 35-year-old station, which is used 24 hours a day, 7 days a week, and 365 days per year. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 242, 248, and 249.

Attachments:

1. Resolution - #4 Fire Station Kitchen Replacement
2. Resolution - Exhibit A - Agreement
3. Bid #2026-36 - Bid Tabulation - Bloomington Fire Station #4 Kitchen Remodel

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH J. SPENCER CONSTRUCTION, LLC, FOR THE FIRE STATION #4 KITCHEN REPLACEMENT (BID #2026-36), IN THE AMOUNT OF \$201,030

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with J. Spencer Construction, LLC. be approved for the Fire Station #4 Kitchen Replacement (“Exhibit A”), in the amount of \$201,030 (“Project”); and

WHEREAS, the Project consists of work necessary for the complete replacement of the kitchen at Fire Station #4, which is original to the building. This project includes installation of replacement cabinets, lighting, flooring, plumbing, and countertops; and

WHEREAS, Fire Station #4, located at 1705 S. Morris Ave., was originally constructed in 1991 and is currently staffed by Fire Department personnel 24/7; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Contract/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 Contract/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 27th 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

FOR

THIS AGREEMENT, dated this ___ day of _____, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising 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:

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 J Spencer Construction
By: Michael Spencer
Its Chief Exec. manager

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

City of Bloomington IL
Bloomington Fire Station #4 Kitchen Remodel
Bid #2026-36
Bid Evaluation

Base Bid & Contingency		Unit of Measure	GIVSCO Construction Co.		J Spencer Construction LLC	
			Unit Price	Total	Unit Price	Total
1	Base Bid - Pricing should be inclusive of all labor, materials, and work needed to be done to meet the specifications, plans, and any addenda issued.	LF	\$ 158,000.00	\$ 158,000.00	\$ 156,200.00	\$ 156,200.00
2	Contingency is 10% of the base bid amount. 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.	LS	\$ 15,800.00	\$ 15,800.00	\$ 15,620.00	\$ 15,620.00
Bid Alternate #1						
1	Bid Alternate #1 - Solid wood cabinet faces with wood veneer box.	LS	\$ 14,404.00	\$ 14,404.00	\$ 15,560.00	\$ 15,560.00
Bid Alternate #2						
1	Bid Alternate #2 - Luxury Vinyl Tile (LVT-1) and Rubber Base (RB-1) as shown on Finish Plan (A-112).	LS	\$ 6,380.00	\$ 6,380.00	\$ 9,500.00	\$ 9,500.00
Bid Alternate #3						
1	Bid Alternate #3 - Quartz backsplash (QTZ-2) as shown in Elevations (A-411).	LS	\$ 9,350.00	\$ 9,350.00	\$ 2,700.00	\$ 2,700.00
Bid Alternate #4						
1	Bid Alternate #4 - Replace 1'x4' light fixtures with upgraded light fixtures as scheduled.	LS	\$ 1,430.00	\$ 1,430.00	\$ 1,450.00	\$ 1,450.00
Base Bid				\$ 158,000.00		\$ 156,200.00
Contingency				\$ 15,800.00		\$ 15,620.00
Alternates #1, #2, #3, & #4				\$ 31,564.00		\$ 29,210.00
Total Bid with 4 Alternates				\$ 205,364.00		\$ 201,030.00
Local Preference Reduction				\$ -		\$ (8,041.20)
Adjusted Total Bid (Evaluation Purposes Only)				\$ 205,364.00		\$ 192,988.80

Bid Alternate #5 - Not Chosen		GIVSCO Construction Co.		J Spencer Construction LLC		
1	Bid Alternate #5 - Countertops to be Stainless Steel (SST-1). See spec section 123616.	LS	\$ 5,133.00	\$ 5,133.00	\$ 8,900.00	\$ 8,900.00



Consent Agenda Item No. 7.L.

For City Council: April 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with Mechanical Service of Galesburg, Inc., for the Fire Station #1 HVAC Removal and Replacement (Bid #2026-37), in the Amount of \$951,404, as requested by the Fire 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: Fire Station #1 was originally constructed in 1973. The station is located at 310 N. Lee St. The Station is staffed 24-7, and houses nine emergency response personnel who respond to emergency calls with one fire engine, one fire truck, one ambulance, and the Battalion Chief. This Station also houses the Fire Department's Administrative Office and nine administrative staff. The air handling unit of the HVAC system is original to the building. While other portions of the system have been updated over the 50+ years the station has been in service, the system has reached the point that a complete replacement/update is needed. The complete replacement of the HVAC system will allow the Fire Department to continue utilizing and operating out of the Fire Station into the future. The Architectural and Engineering design for this project was completed by Dewberry Architects, Inc.

The project was advertised in *The Pantagraph* and on the City's eProcurement platform, *OpenGov*, by the City to solicit competitive bids. Bids were received until 10:00 AM on Tuesday, April 7, 2026, electronically via *OpenGov*. The two (2) bid submissions were opened on April 7, 2026 on-line. Mechanical Service of Galesburg, Inc, was the lowest responsive bid. A full bid tabulation for Bid #2026-37 is attached. Contingency is included in the bid and shall be used 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 on Tuesday March 10, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City would enter into said agreement in the amount of \$951,404. This would be paid from the Capital Improvement Fund-Buildings account (40100100-72520). The project was budgeted for \$825,000. Although over budget, staff recommend moving forward with the needed work at the 53-year-old station, which is used 24 hours a day, 7 days a week, and 365 days per year. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 242, 252, and 253.

Attachments:

1. Resolution - #1 Fire Station HVAC Replacement
2. Resolution - Exhibit A - Agreement
3. Bid #2026-37 - Evaluation Tabulation - Fire Station #1 HVAC Removal & Replacement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH MECHANICAL SERVICE OF GALESBURG, INC., FOR THE FIRE STATION #1 HVAC REMOVAL AND REPLACEMENT (BID #2026-37), IN THE AMOUNT OF \$951,404

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Mechanical Service of Galesburg, Inc., be approved for the Fire Station #1 HVAC Removal & Replacement (“Exhibit A”), in the amount of \$951,404 (“Project”); and

WHEREAS, the Project consists of work necessary for the complete removal and replacement of the HVAC system at Fire Station #1, as a large portion of this system is original to the building; and

WHEREAS, Fire Station #1, located at 310 N. Lee St, was originally constructed in 1973 and is currently staffed by nine Fire Department emergency personnel 24-7 and nine Administrative Staff; 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 27th 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

Mechanical Service of Galesburg Inc.

FOR

Fire Station #1 HVAC Removal & Replacement

THIS AGREEMENT, dated this 10th day of April, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Mechanical Service of Galesburg (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 #2026-37 Fire Station #1 HVAC Removal & Replacement (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, or 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:

Mechanical Service of
1144 Monmouth Boulevard
Galesburg IL 61401

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

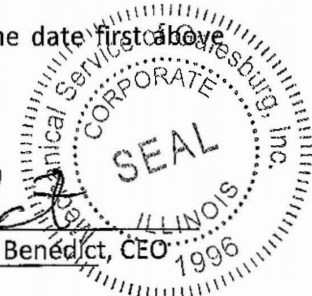
By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Robert R. Benedict
Its Robert R. Benedict, CEO



By: Walt A. Gibson
Its Secretary-Treasurer



EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Bid #2026-37 Fire Station #1 HVAC Removal and Replacement Kitchen Replacement.

This contract is for the HVAC Removal and Replacement at Fire Station #1 located at 310 N. Lee St Bloomington IL. The scope of work is outlined in the bid documents prepared by Dewberry Architects, Inc. The General Project Specifications, Specifications, Drawings, Asbestos Inspection, bid documents, and all addenda are incorporated into this contract.

EXHIBIT B
COSTS/FEES

Mechanical Service of Galesburg Inc.

Base Bid - \$864,914.00

Contingency 10% - \$86,490.00

Total Cost - \$951,404.00

Bid #2026-37 Fire Station #1 HVAC Removal and Replacement

Base bid will be inclusive of all labor, materials, work and requirements listed in the specifications. Bid proposal will be valid for 60 days following the bid opening. Prevailing wages are required.



EVALUATION TABULATION

ITB - PLA No. Bid #2026-37

Fire Station #1 HVAC Removal & Replacement

RESPONSE DEADLINE: April 7, 2026 at 10:00 am

Report Generated: Wednesday, April 8, 2026

BID #2026-37 - FIRE STATION #1 HVAC REMOVAL & REPLACEMENT

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 #2026-37 - Fire Station #1 HVAC Removal & Replacement					Mechanical Service of Galesburg Inc		PIPCO LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	HVAC Removal & Replacement per Plans & Specifications	1	LS	\$864,914.00	\$864,914.00	\$948,000.00	\$948,000.00
X	2	Contingency - 10% of the total Base Bid	1	LS	\$86,490.00	\$86,490.00	\$94,800.00	\$94,800.00
Total						\$951,404.00		\$1,042,800.00



Consent Agenda Item No. 7.M.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2027 Sidewalk, Curb, and Gutter Replacement Program (Bid #2026-33), in the Amount of \$1,790,874.27, 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 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 George Gildner, Inc. ("Gildner"), for the Fiscal Year ("FY") 2027 Sidewalk, Curb and Gutter Replacement Program. The program includes sidewalk ramp construction, related curb and gutter replacements, and mid-block sidewalk replacement in compliance with the Americans with Disabilities Act, addresses concerns from residents, fixes other substandard sidewalks, and funds projects in which property owners voluntarily enter a 50% cost-sharing agreement through the 50/50 Sidewalk Program. Due to the limitations in equipment or staffing, this work is beyond the capability of City crews. Additional information on these and other sidewalk programs is available at www.bloomingtonstreets.com.

The project was advertised by the City to solicit competitive bids. Bids were received until 11:00 AM on Wednesday, April 8, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. Gildner was the lowest responsive bidder among the two responsive bids opened on April 8th. Gildner is a local firm, and the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached.

The FY 2027 General Sidewalk, Curb, and Gutter Replacement Program package included a Base Bid and Six Additive Alternate Bids for this project. The Additive Alternative Bids were included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid and Additive Alternates 1 through 6. 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.

Community Groups/Interested Persons Contacted: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on March 12, 2026.

Financial Impact: This is an FY 2027 Budget Item. If approved, the City will enter into said

agreement in the Amount of \$1,790,874.27. This will be paid from the Capital Improvement Asphalt & Concrete Fund-Sidewalks account (40120200-72560). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 68, 70, 170, 226, 230, and 231.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tab #2026-33

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2027 SIDEWALK, CURB, AND GUTTER REPLACEMENT PROGRAM (BID #2026-33), IN THE AMOUNT OF \$1,790,874.27

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with George Gildner, Inc. (Exhibit A), be approved for the Fiscal Year 2027 Sidewalk, Curb, and Gutter Replacement Program (Bid #2026-33), in the amount of \$1,790,874.27 ("Project"); and

WHEREAS, the Project consists of constructing sidewalk ramps, related curb and gutter replacements, and mid-block sidewalk replacements in compliance with the Americans with Disabilities Act, addressing concerns from residents, fixing other substandard sidewalks, and funding projects in which property owners voluntarily enter a 50% cost-sharing agreement through the 50/50 Sidewalk Program; and

WHEREAS, due to the limitations in equipment or staffing, this work is beyond the capability of City crews; 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 increase 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 interest of the city.

PASSED this 27th 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

FY27 Sidewalk, Curb, & Gutter Replacement Program (BID#2026-33)

THIS AGREEMENT, dated this ___ day of _____ **APRIL**, 202**6**, 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# 2026-33 FY27 Sidewalk, Curb, and Gutter Replacement Program (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 Road
Bloomington, IL 61704
gildnerinc@aol.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: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR *George J. Aldner, Inc*
By: *Michael Douglas J. Aldner*
Its President

By: *[Signature]*
Its Vice President

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 10 calendar days of the Notice to Proceed submission. All work shall be completed by April 30, 2027.

The Project generally includes, but is not limited to, the following major work items:

- Removal of existing sidewalk
- Installation of Portland Cement Concrete sidewalk in varying thicknesses (4-inch, 6-inch, and 8-inch)
- Removal and replacement of sidewalk curb ramps
- Removal and replacement of curb and gutter
- Placement of topsoil and seeding for site restoration
- Allowance pay items
- Other related items

The proposed improvements for the additive alternate bids include removal and replacement of midblock sidewalk, sidewalk curb ramps, combination curb and gutter, the placement of topsoil and seeding, and other related items.

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
20200100	EARTH EXCAVATION	3418	SF	\$3.15	\$10,766.70
42300200	PCC DRIVEWAY PAVEMENT, 6"	120	SY	\$131.25	\$15,750.00
42400410	PCC DRIVEWAY PAVEMENT, 8"	3	SY	\$151.20	\$453.60
42400100	PCC SIDEWALK, 4"	35043	SF	\$13.50	\$473,080.50
42400300	PCC SIDEWALK, 6"	9861	SF	\$15.00	\$147,915.00
42400410	PCC SIDEWALK, 8"	1138	SF	\$16.50	\$18,777.00
42400800	DETECTABLE WARNINGS	252	SF	\$40.00	\$10,080.00
44000200	DRIVEWAY PAVEMENT REMOVAL	196	SY	\$43.32	\$8,490.72
44000600	SIDEWALK REMOVAL	43913	SF	\$4.75	\$208,586.75
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL	684	SF	\$5.00	\$3,420.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	9	IN-FT	\$42.00	\$378.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	3832	SF	\$3.25	\$12,454.00
COB42401	PCC SIDEWALK RAMP, 6"	1334	SF	\$27.30	\$36,418.20
COB42402	PCC SIDEWALK RAMP, 8"	95	SF	\$29.40	\$2,793.00
COB60202	INLET TO BE ADJUSTED, SPECIAL	1	EA	\$500.00	\$500.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	1	EA	\$3,675.00	\$3,675.00
COB60205	FRAME AND GRATE, TYPE 3	1	EA	\$850.00	\$850.00
COB60211	STORM SEWER, SPECIAL	5	FT	\$250.00	\$1,250.00
COB60601	COMB CURB & GUTTER, REMOVAL, SPECIAL	157	FT	\$21.00	\$3,297.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18,	157	FT	\$78.75	\$12,363.75
COB60605	BARRIER YARD CURB, SPECIAL	194	LF	\$80.00	\$15,520.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE - BASE BID	1	LS	\$35,000.00	\$35,000.00
COB80000	CONTINGENCY - BASE BID	1	LS	\$54,000.00	\$54,000.00
20200100A	EARTH EXCAVATION - ALLOWANCE	500	SF	\$3.15	\$1,575.00
42300200A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	50	SY	\$131.25	\$6,562.50
42400100A	PCC SIDEWALK, 4" - ALLOWANCE	6800	SF	\$13.50	\$91,800.00
42400300A	PCC SIDEWALK, 6" - ALLOWANCE	5000	SF	\$15.00	\$75,000.00
42400800A	DETECTABLE WARNINGS - ALLOWANCE	30	SF	\$40.00	\$1,200.00
44000200A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	50	SY	\$43.32	\$2,166.00
44000600A	SIDEWALK REMOVAL- ALLOWANCE	11600	SF	\$4.75	\$55,100.00
BLM00003A	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALLOWANCE	50	SF	\$5.00	\$250.00
BLM00015A	SIDEWALK REINFORCEMENT, SPECIAL -	300	SF	\$3.25	\$975.00
COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	300	SF	\$27.30	\$8,190.00
COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	20	LF	\$80.00	\$1,600.00
COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$7,500.00	\$7,500.00
COB80000A	CONTINGENCY - ALLOWANCE	1	LS	\$13,500.00	\$13,500.00
COB90000	50-50 SIDEWALK PROGRAM	1	LS	\$50,000.00	\$50,000.00
Subtotal					\$1,391,237.72

Additive Alternate 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100A1	EARTH EXCAVATION - ALLOWANCE - ALTERNATE 1	100	SF	\$3.15	\$315.00
42300200A1	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE - ALTERNATE 1	20	SY	\$131.25	\$2,625.00
42400100A1	PCC SIDEWALK, 4" - ALLOWANCE - ALTERNATE 1	2400	SF	\$13.50	\$32,400.00
42400300A1	PCC SIDEWALK, 6" - ALLOWANCE - ALTERNATE 1	1600	SF	\$15.00	\$24,000.00

42400800A1	DETECTABLE WARNINGS - ALLOWANCE - ALTERNATE 1	10	SF	\$40.00	\$400.00
44000200A1	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE - ALTERNATE 1	20	SY	\$43.32	\$866.40
44000600A1	SIDEWALK REMOVAL- ALLOWANCE - ALTERNATE 1	4080	SF	\$4.75	\$19,380.00
BLM00003A1	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALLOWANCE - ALTERNATE 1	5	SF	\$5.00	\$25.00
BLM00015A1	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE - ALTERNATE 1	50	SF	\$3.25	\$162.50
COB42401A1	PCC SIDEWALK RAMP, 6" - ALLOWANCE - ALTERNATE 1	80	SF	\$27.60	\$2,208.00
COB60605A1	BARRIER YARD CURB, SPECIAL - ALLOWANCE - ALTERNATE 1	10	LF	\$80.00	\$800.00
COB70100A1	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE - ALTERNATE 1	1	LS	\$3,000.00	\$3,000.00
COB80000A1	CONTINGENCY - ALLOWANCE - ALTERNATE 1	1	LS	\$4,500.00	\$4,500.00
Subtotal					\$90,681.90

Additive Alternate 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400100A2	PCC SIDEWALK, 4" - ALTERNATE 2	2264	SF	\$10.50	\$23,772.00
44000600A2	SIDEWALK REMOVAL - ALTERNATE 2	2264	SF	\$3.50	\$7,924.00
COB70100A2	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 2	1	LS	\$2,000.00	\$2,000.00
COB80000A2	CONTINGENCY - ALTERNATE 2	1	LS	\$2,300.00	\$2,300.00
Subtotal					\$35,996.00

Additive Alternate 3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300A3	PCC SIDEWALK, 6" - ALTERNATE 3	5054	SF	\$11.75	\$59,384.50
42400410A3	PCC SIDEWALK, 8" - ALTERNATE 3	636	SF	\$12.95	\$8,236.20
44000600A3	SIDEWALK REMOVAL - ALTERNATE 3	5690	SF	\$4.25	\$24,182.50
BLM00015A3	SIDEWALK REINFORCEMENT, SPECIAL - ALTERNATE 3	160	SF	\$3.25	\$520.00
COB70100A3	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 3	1	LS	\$4,000.00	\$4,000.00
COB80000A3	CONTINGENCY - ALTERNATE 3	1	LS	\$6,300.00	\$6,300.00
Subtotal					\$102,623.20

Additive Alternate 4

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400100A4	PCC SIDEWALK, 4" - ALTERNATE 4	376	SF	\$10.85	\$4,079.60
42400300A4	PCC SIDEWALK, 6" - ALTERNATE 4	3588	SF	\$12.15	\$43,594.20
42400410A4	PCC SIDEWALK, 8" - ALTERNATE 4	1008	SF	\$14.00	\$14,112.00
44000600A4	SIDEWALK REMOVAL - ALTERNATE 4	4972	SF	\$4.00	\$19,888.00
COB70100A4	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 4	1	LS	\$5,000.00	\$5,000.00
COB80000A4	CONTINGENCY - ALLOWANCE	1	LS	\$5,600.00	\$5,600.00
Subtotal					\$92,273.80

EXHIBIT B
COSTS/FEES

Additive Alternate 5

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100A5	EARTH EXCAVATION - ALTERNATE 5	20	SF	\$8.00	\$160.00
42300400A5	PCC DRIVEWAY PAVEMENT, 8" - ALTERNATE 5	40	SY	\$125.00	\$5,000.00
42400100A5	PCC SIDEWALK, 4" - ALTERNATE 5	304	SF	\$10.85	\$3,298.40
42400300A5	PCC SIDEWALK, 6" - ALTERNATE 5	648	SF	\$12.15	\$7,873.20
42400410A5	PCC SIDEWALK, 8" - ALTERNATE 5	448	SF	\$13.55	\$6,070.40
44000200A5	DRIVEWAY PAVEMENT REMOVAL - ALTERNATE 5	40	SY	\$38.25	\$1,530.00
44000600A5	SIDEWALK REMOVAL - ALTERNATE 5	1400	SF	\$3.75	\$5,250.00
BLM00003A5	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALTERNATE 5	20	SF	\$6.00	\$120.00
BLM00015A5	SIDEWALK REINFORCEMENT, SPECIAL - ALTERNATE 5	160	SF	\$3.25	\$520.00
COB60200A5	MANHOLE TO BE ADJUSTED, SPECIAL - ALTERNATE	1	EA	\$500.00	\$500.00
COB70100A5	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 5	1	LS	\$1,000.00	\$1,000.00
COB80000A5	CONTINGENCY - ALTERNATE 5	1	LS	\$2,000.00	\$2,000.00
Subtotal					\$33,322.00

Additive Alternate 6

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100A6	EARTH EXCAVATION - ALTERNATE 6	45	SF	\$8.00	\$360.00
42400300A6	PCC SIDEWALK, 6" - ALTERNATE 6	1329	SF	\$12.15	\$16,147.35
42400410A6	PCC SIDEWALK, 8" - ALTERNATE 6	256	SF	\$13.55	\$3,468.80
42400800A6	DETECTABLE WARNINGS - ALTERNATE 6	32	SF	\$40.00	\$1,280.00
44000600A6	SIDEWALK REMOVAL - ALTERNATE 6	1770	SF	\$3.75	\$6,637.50
BLM00003A6	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALTERNATE 6	30	SF	\$6.00	\$180.00
COB42401A6	PCC SIDEWALK RAMP, 6" - ALTERNATE 6	200	SF	\$28.00	\$5,600.00
COB60207A6	VALVE BOX TO BE ADJUSTED, SPECIAL - ALTERNATE 6	1	EA	\$750.00	\$750.00
COB60601A6	COMB CURB & GUTTER, REMOVAL, SPECIAL - ALTERNATE 6	24	FT	\$24.50	\$588.00
COB60602A6	COMB CONC CURB & GUTTER, TYPE B-6.18, SPECIAL - ALTERNATE 6	24	FT	\$97.00	\$2,328.00
COB70100A6	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 6	1	LS	\$5,000.00	\$5,000.00
COB80000A6	CONTINGENCY - ALTERNATE 6	1	LS	\$2,400.00	\$2,400.00
Subtotal					\$44,739.65

Total	\$1,790,874.27
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EVALUATION TABULATION

ITB - PLA No. Bid #2026-33

FY 2027 Sidewalk, Curb and Gutter Replacement Program

RESPONSE DEADLINE: April 8, 2026 at 11:00 am

Report Generated: Thursday, April 16, 2026

SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$1,790,874.27
JG Stewart Contractors, Inc.	\$2,281,531.10

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	20200100	EARTH EXCAVATION	3418	SF	\$3.15	\$10,766.70	\$4.20	\$14,355.60
X	42300200	PCC DRIVEWAY PAVEMENT, 6"	120	SY	\$131.25	\$15,750.00	\$185.00	\$22,200.00
X	42400410	PCC DRIVEWAY PAVEMENT, 8"	3	SY	\$151.20	\$453.60	\$204.00	\$612.00
X	42400100	PCC SIDEWALK, 4"	35043	SF	\$13.50	\$473,080.50	\$16.50	\$578,209.50
X	42400300	PCC SIDEWALK, 6"	9861	SF	\$15.00	\$147,915.00	\$18.50	\$182,428.50
X	42400410	PCC SIDEWALK, 8"	1138	SF	\$16.50	\$18,777.00	\$20.50	\$23,329.00
X	42400800	DETECTABLE WARNINGS	252	SF	\$40.00	\$10,080.00	\$52.00	\$13,104.00
X	44000200	DRIVEWAY PAVEMENT REMOVAL	196	SY	\$43.32	\$8,490.72	\$50.00	\$9,800.00
X	44000600	SIDEWALK REMOVAL	43913	SF	\$4.75	\$208,586.75	\$5.00	\$219,565.00
X	BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL	684	SF	\$5.00	\$3,420.00	\$10.00	\$6,840.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

Selected	Line Item	Base Bid			George Gildner Inc.		JG Stewart Contractors, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	9	IN-FT	\$42.00	\$378.00	\$75.00	\$675.00
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	3832	SF	\$3.25	\$12,454.00	\$4.00	\$15,328.00
X	COB42401	PCC SIDEWALK RAMP, 6"	1334	SF	\$27.30	\$36,418.20	\$47.00	\$62,698.00
X	COB42402	PCC SIDEWALK RAMP, 8"	95	SF	\$29.40	\$2,793.00	\$49.00	\$4,655.00
X	COB60202	INLET TO BE ADJUSTED, SPECIAL	1	EA	\$500.00	\$500.00	\$875.00	\$875.00
X	COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	1	EA	\$3,675.00	\$3,675.00	\$4,500.00	\$4,500.00
X	COB60205	FRAME AND GRATE, TYPE 3	1	EA	\$850.00	\$850.00	\$1,425.00	\$1,425.00
X	COB60211	STORM SEWER, SPECIAL	5	FT	\$250.00	\$1,250.00	\$375.00	\$1,875.00
X	COB60601	COMB CURB & GUTTER, REMOVAL, SPECIAL	157	FT	\$21.00	\$3,297.00	\$23.00	\$3,611.00
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18, SPECIAL	157	FT	\$78.75	\$12,363.75	\$100.00	\$15,700.00
X	COB60605	BARRIER YARD CURB, SPECIAL	194	LF	\$80.00	\$15,520.00	\$110.00	\$21,340.00
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE - BASE BID	1	LS	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00
X	COB80000	CONTINGENCY - BASE BID	1	LS	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00
X	20200100A	EARTH EXCAVATION - ALLOWANCE	500	SF	\$3.15	\$1,575.00	\$4.25	\$2,125.00
X	42300200A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	50	SY	\$131.25	\$6,562.50	\$185.00	\$9,250.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

Selected	Line Item	Base Bid			George Gildner Inc.		JG Stewart Contractors, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400100A	PCC SIDEWALK, 4" - ALLOWANCE	6800	SF	\$13.50	\$91,800.00	\$16.50	\$112,200.00
X	42400300A	PCC SIDEWALK, 6" - ALLOWANCE	5000	SF	\$15.00	\$75,000.00	\$18.50	\$92,500.00
X	42400800A	DETECTABLE WARNINGS - ALLOWANCE	30	SF	\$40.00	\$1,200.00	\$52.00	\$1,560.00
X	44000200A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	50	SY	\$43.32	\$2,166.00	\$50.00	\$2,500.00
X	44000600A	SIDEWALK REMOVAL-ALLOWANCE	11600	SF	\$4.75	\$55,100.00	\$5.00	\$58,000.00
X	BLM00003A	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALLOWANCE	50	SF	\$5.00	\$250.00	\$10.00	\$500.00
X	BLM00015A	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE	300	SF	\$3.25	\$975.00	\$3.50	\$1,050.00
X	COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	300	SF	\$27.30	\$8,190.00	\$47.00	\$14,100.00
X	COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	20	LF	\$80.00	\$1,600.00	\$100.00	\$2,000.00
X	COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00
X	COB80000A	CONTINGENCY - ALLOWANCE	1	LS	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
X	COB90000	50-50 SIDEWALK PROGRAM	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total						\$1,391,237.72		\$1,716,410.60

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

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	20200100A1	EARTH EXCAVATION - ALLOWANCE - ALTERNATE 1	100	SF	\$3.15	\$315.00	\$4.20	\$420.00
X	42300200A1	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE - ALTERNATE 1	20	SY	\$131.25	\$2,625.00	\$185.00	\$3,700.00
X	42400100A1	PCC SIDEWALK, 4" - ALLOWANCE - ALTERNATE 1	2400	SF	\$13.50	\$32,400.00	\$16.50	\$39,600.00
X	42400300A1	PCC SIDEWALK, 6" - ALLOWANCE - ALTERNATE 1	1600	SF	\$15.00	\$24,000.00	\$18.50	\$29,600.00
X	42400800A1	DETECTABLE WARNINGS - ALLOWANCE - ALTERNATE 1	10	SF	\$40.00	\$400.00	\$52.00	\$520.00
X	44000200A1	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE - ALTERNATE 1	20	SY	\$43.32	\$866.40	\$50.00	\$1,000.00
X	44000600A1	SIDEWALK REMOVAL - ALLOWANCE - ALTERNATE 1	4080	SF	\$4.75	\$19,380.00	\$5.00	\$20,400.00
X	BLM00003A1	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALLOWANCE - ALTERNATE 1	5	SF	\$5.00	\$25.00	\$10.00	\$50.00
X	BLM00015A1	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE - ALTERNATE 1	50	SF	\$3.25	\$162.50	\$4.00	\$200.00
X	COB42401A1	PCC SIDEWALK RAMP, 6" - ALLOWANCE - ALTERNATE 1	80	SF	\$27.60	\$2,208.00	\$47.00	\$3,760.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

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	COB60605A1	BARRIER YARD CURB, SPECIAL - ALLOWANCE - ALTERNATE 1	10	LF	\$80.00	\$800.00	\$110.00	\$1,100.00
X	COB70100A1	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE - ALTERNATE 1	1	LS	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
X	COB80000A1	CONTINGENCY - ALLOWANCE - ALTERNATE 1	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Total						\$90,681.90		\$112,850.00

ADDITIVE ALTERNATE BID 2

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	42400100A2	PCC SIDEWALK, 4" - ALTERNATE 2	2264	SF	\$10.50	\$23,772.00	\$16.50	\$37,356.00
X	44000600A2	SIDEWALK REMOVAL - ALTERNATE 2	2264	SF	\$3.50	\$7,924.00	\$5.00	\$11,320.00
X	COB70100A2	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 2	1	LS	\$2,000.00	\$2,000.00	\$3,800.00	\$3,800.00
X	COB80000A2	CONTINGENCY - ALTERNATE 2	1	LS	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
Total						\$35,996.00		\$54,776.00

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	42400300A3	PCC SIDEWALK, 6" - ALTERNATE 3	5054	SF	\$11.75	\$59,384.50	\$18.50	\$93,499.00
X	42400410A3	PCC SIDEWALK, 8" - ALTERNATE 3	636	SF	\$12.95	\$8,236.20	\$20.50	\$13,038.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

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	44000600A3	SIDEWALK REMOVAL - ALTERNATE 3	5690	SF	\$4.25	\$24,182.50	\$5.00	\$28,450.00
X	BLM00015A3	SIDEWALK REINFORCEMENT, SPECIAL - ALTERNATE 3	160	SF	\$3.25	\$520.00	\$4.00	\$640.00
X	COB70100A3	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 3	1	LS	\$4,000.00	\$4,000.00	\$10,800.00	\$10,800.00
X	COB80000A3	CONTINGENCY - ALTERNATE 3	1	LS	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00
Total						\$102,623.20		\$152,727.00

ADDITIVE ALTERNATE BID 4

ADDITIVE ALTERNATE BID 4					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400100A4	PCC SIDEWALK, 4" - ALTERNATE 4	376	SF	\$10.85	\$4,079.60	\$16.50	\$6,204.00
X	42400300A4	PCC SIDEWALK, 6" - ALTERNATE 4	3588	SF	\$12.15	\$43,594.20	\$18.50	\$66,378.00
X	42400410A4	PCC SIDEWALK, 8" - ALTERNATE 4	1008	SF	\$14.00	\$14,112.00	\$20.50	\$20,664.00
X	44000600A4	SIDEWALK REMOVAL - ALTERNATE 4	4972	SF	\$4.00	\$19,888.00	\$5.00	\$24,860.00
X	COB70100A4	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 4	1	LS	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00
X	COB80000A4	CONTINGENCY - ALLOWANCE	1	LS	\$5,600.00	\$5,600.00	\$5,600.00	\$5,600.00
Total						\$92,273.80		\$133,206.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

ADDITIVE ALTERNATE BID 5

ADDITIVE ALTERNATE BID 5					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	20200100A5	EARTH EXCAVATION - ALTERNATE 5	20	SF	\$8.00	\$160.00	\$4.20	\$84.00
X	42300400A5	PCC DRIVEWAY PAVEMENT, 8" - ALTERNATE 5	40	SY	\$125.00	\$5,000.00	\$204.00	\$8,160.00
X	42400100A5	PCC SIDEWALK, 4" - ALTERNATE 5	304	SF	\$10.85	\$3,298.40	\$16.50	\$5,016.00
X	42400300A5	PCC SIDEWALK, 6" - ALTERNATE 5	648	SF	\$12.15	\$7,873.20	\$18.50	\$11,988.00
X	42400410A5	PCC SIDEWALK, 8" - ALTERNATE 5	448	SF	\$13.55	\$6,070.40	\$20.50	\$9,184.00
X	44000200A5	DRIVEWAY PAVEMENT REMOVAL - ALTERNATE 5	40	SY	\$38.25	\$1,530.00	\$50.00	\$2,000.00
X	44000600A5	SIDEWALK REMOVAL - ALTERNATE 5	1400	SF	\$3.75	\$5,250.00	\$5.00	\$7,000.00
X	BLM00003A5	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALTERNATE 5	20	SF	\$6.00	\$120.00	\$10.00	\$200.00
X	BLM00015A5	SIDEWALK REINFORCEMENT, SPECIAL - ALTERNATE 5	160	SF	\$3.25	\$520.00	\$4.00	\$640.00
X	COB60200A5	MANHOLE TO BE ADJUSTED, SPECIAL - ALTERNATE 5	1	EA	\$500.00	\$500.00	\$1,200.00	\$1,200.00
X	COB70100A5	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 5	1	LS	\$1,000.00	\$1,000.00	\$3,600.00	\$3,600.00
X	COB80000A5	CONTINGENCY - ALTERNATE 5	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Total						\$33,322.00		\$51,072.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

ADDITIVE ALTERNATE BID 6

ADDITIVE ALTERNATE BID 6					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	20200100A6	EARTH EXCAVATION - ALTERNATE 6	45	SF	\$8.00	\$360.00	\$4.20	\$189.00
X	42400300A6	PCC SIDEWALK, 6" - ALTERNATE 6	1329	SF	\$12.15	\$16,147.35	\$18.50	\$24,586.50
X	42400410A6	PCC SIDEWALK, 8" - ALTERNATE 6	256	SF	\$13.55	\$3,468.80	\$20.50	\$5,248.00
X	42400800A6	DETECTABLE WARNINGS - ALTERNATE 6	32	SF	\$40.00	\$1,280.00	\$52.00	\$1,664.00
X	44000600A6	SIDEWALK REMOVAL - ALTERNATE 6	1770	SF	\$3.75	\$6,637.50	\$5.00	\$8,850.00
X	BLM00003A6	TOPSOIL PLACEMENT AND SEEDING, SPECIAL - ALTERNATE 6	30	SF	\$6.00	\$180.00	\$10.00	\$300.00
X	COB42401A6	PCC SIDEWALK RAMP, 6" - ALTERNATE 6	200	SF	\$28.00	\$5,600.00	\$47.00	\$9,400.00
X	COB60207A6	VALVE BOX TO BE ADJUSTED, SPECIAL - ALTERNATE 6	1	EA	\$750.00	\$750.00	\$600.00	\$600.00
X	COB60601A6	COMB CURB & GUTTER, REMOVAL, SPECIAL - ALTERNATE 6	24	FT	\$24.50	\$588.00	\$23.00	\$552.00
X	COB60602A6	COMB CONC CURB & GUTTER, TYPE B-6.18, SPECIAL - ALTERNATE 6	24	FT	\$97.00	\$2,328.00	\$100.00	\$2,400.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-33
 FY 2027 Sidewalk, Curb and Gutter Replacement Program

ADDITIVE ALTERNATE BID 6					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB70100A6	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALTERNATE 6	1	LS	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00
X	COB80000A6	CONTINGENCY - ALTERNATE 6	1	LS	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Total						\$44,739.65		\$60,489.50



Consent Agenda Item No. 7.N.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for Fiscal Year (FY) 2027 (\$1,722,685), FY 2028 (\$1,861,950), and FY 2029 (\$2,013,140) for Utility Maintenance (Bid #2026-23), Totaling \$5,597,775, 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 5. Great Place - Livable, Sustainable City

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

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

Background: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner"), for Fiscal Years ("FY") 2027, 2028, and 2029 Utility Maintenance (Bid #2026-23). The program includes repairs to sanitary sewers, storm sewers, force mains, pump stations, and other City utilities, covering both emergency and non-emergency work. Due to limitations in equipment and staffing, this work is beyond the capability of City crews. The proposed budgets for the program are \$1,857,000 for FY 2027, \$1,950,000 for FY 2028, and \$2,047,500 for FY 2029. This is an annual maintenance agreement involving multiple projects assigned throughout each fiscal year. Therefore, the start and completion dates will vary by project.

The project was publicly advertised to solicit competitive bids. Bids were received electronically through the City's e-Procurement Portal, *OpenGov*, until 10:00 AM on Tuesday, March 31, 2026. Three (3) bid proposals were opened, and Gildner was determined to be the lowest responsible bidder. As a local firm, the City's Local Preference Policy does not affect this recommendation. A full bid tabulation is included for reference.

The bid package included a Base Bid and two additive alternatives (A and B) for FY 2027, FY 2028, and FY 2029, both of which increased the Base Bid. These alternatives were included in the event that favorable pricing was received. However, staff recommend approval of an agreement that includes only the Base Bid for FY 2027, Base Bid for FY 2028, and Base Bid for FY 2029.

Community Groups/Interested Persons Contacted: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 10, 2026.

Financial Impact: This is an FY 2027 Budget Item. If approved, the City will enter into said agreement in the amount of \$1,722,685 for FY 2027, \$1,861,950 for FY 2028, and \$2,013,140

for FY 2029, for a total award amount of \$5,597,775. The FY 2027 amount of \$1,722,685 will be paid from the following sources:

- ENG Sanitary Sewer-Repair Maintenance Infrastructure account (51101101-70550) in the amount of \$1,004,686.
- ENG Sanitary Sewer-Grading & Seeding account (51101101-70580) in the amount of \$119,660.
- ENG Storm Water-Repair Maintenance Infrastructure account (53103101-70550) in the amount of \$532,950.
- ENG Storm Water-Grading & Seeding account (53103101-70580) in the amount of \$65,389.
- Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 108 and 118.

If approved, the Engineering Department will include the FY 2028 and FY 2029 amounts awarded in the respective years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tab #2026-23

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR FISCAL YEAR (FY) 2027 (\$1,722,685), FY 2028 (\$1,861,950), AND FY 2029 (\$2,013,140) FOR UTILITY MAINTENANCE (BID #2026-23), TOTALING \$5,597,775

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with George Gildner, Inc. (Exhibit A), be approved for Fiscal Year (FY) 2027 (\$1,722,685), FY 2028 (\$1,861,950), and FY 2029 (\$2,013,140) for utility maintenance (BID #2026-23), totaling \$5,597,775 (“Project”); and

WHEREAS, the Project consists of sanitary sewer, storm sewer, force main, pump station, and other City utility repairs that are emergency and non-emergency work; and

WHEREAS, due to limitations in equipment and staffing, this work is beyond the capability of City crews; 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.

PASSED this 27th 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

FY27, FY28, AND FY29 UTILITY MAINTENANCE (BID#2026-23)

THIS AGREEMENT, dated this 27 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# 2026-23 FY27, FY28, and FY29 Utility Maintenance (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 Road
Bloomington, IL 61704
gildnerinc@aol.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: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Goldner Inc

By: Michael Douglas Goldner
Its President

By: [Signature]
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Cement Mason - Various Hrs.

Truck Driver - Various Hrs.

Laborer - Various Hrs.

Operating Engineer - Various Hrs.

And other necessary items and incidents.

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

**EXHIBIT B
COSTS/FEES**

BASE BID FY27 (May 1, 2026 – April 30, 2027)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER/CEMENT MASON	6800	HR	\$102.00	\$693,600.00
OPERATING ENGINEER	3625	HR	\$107.00	\$387,875.00
PLUMBER	3625	HR	\$104.00	\$377,000.00
TRUCK DRIVER	2500	HR	\$50.00	\$125,000.00
EMERGENCY LABORER*	550	HR	\$102.00	\$56,100.00
EMERGENCY OPERATING ENGINEER*	450	HR	\$107.00	\$48,150.00
EMERGENCY PLUMBER*	240	HR	\$104.00	\$24,960.00
EMERGENCY TRUCK DRIVER*	200	HR	\$50.00	\$10,000.00
		Sub-Total		\$1,722,685.00
		Total for FY27		\$1,722,685.00

BASE BID FY28 (May 1, 2027 – April 30, 2028)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER/CEMENT MASON	6700	HR	\$109.75	\$735,325.00
OPERATING ENGINEER	3700	HR	\$115.00	\$425,500.00
PLUMBER	3500	HR	\$111.75	\$391,125.00
TRUCK DRIVER	2400	HR	\$60.00	\$144,000.00
EMERGENCY LABORER*	600	HR	\$109.75	\$65,850.00
EMERGENCY OPERATING ENGINEER*	475	HR	\$115.00	\$54,625.00
EMERGENCY PLUMBER*	300	HR	\$111.75	\$33,525.00
EMERGENCY TRUCK DRIVER*	200	HR	\$60.00	\$12,000.00
		Sub-Total		\$1,861,950.00
		Total for FY28		\$1,861,950.00

BASE BID FY29 (May 1, 2028 – April 30, 2029)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER/CEMENT MASON	6705	HR	\$118.00	\$791,190.00
OPERATING ENGINEER	3705	HR	\$123.50	\$457,567.50
PLUMBER	3505	HR	\$120.00	\$420,600.00
TRUCK DRIVER	2410	HR	\$67.50	\$162,675.00
EMERGENCY LABORER*	605	HR	\$118.00	\$71,390.00
EMERGENCY OPERATING ENGINEER*	480	HR	\$123.50	\$59,280.00
EMERGENCY PLUMBER*	305	HR	\$120.00	\$36,600.00
EMERGENCY TRUCK DRIVER*	205	HR	\$67.50	\$13,837.50
		Sub-Total		\$2,013,140.00
		Total for FY29		\$2,013,140.00

Additional payment terms are included in the Special Provisions as part of the Procurement Documents.



EVALUATION TABULATION

ITB - PLA No. Bid #2026-23

FY27-FY29 UTILITY MAINTENANCE

RESPONSE DEADLINE: March 31, 2026 at 10:00 am

Report Generated: Tuesday, April 7, 2026

BASE BID FY27 (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

*Emergencies Rates - Only used if agreed by City prior to work.

Selected	BASE BID FY27 (May 1, 2026 – April 30, 2027)				G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	LABORER/CEMENT MASON	6800	HR	\$125.00	\$850,000.00	\$102.00	\$693,600.00	\$120.00	\$816,000.00
X	2	OPERATING ENGINEER	3625	HR	\$130.00	\$471,250.00	\$107.00	\$387,875.00	\$153.00	\$554,625.00
X	3	PLUMBER	3625	HR	\$129.00	\$467,625.00	\$104.00	\$377,000.00	\$135.00	\$489,375.00
X	4	TRUCK DRIVER	2500	HR	\$108.00	\$270,000.00	\$50.00	\$125,000.00	\$120.00	\$300,000.00
X	5	EMERGENCY LABORER*	550	HR	\$155.00	\$85,250.00	\$102.00	\$56,100.00	\$160.00	\$88,000.00
X	6	EMERGENCY OPERATING ENGINEER*	450	HR	\$160.00	\$72,000.00	\$107.00	\$48,150.00	\$196.00	\$88,200.00
X	7	EMERGENCY PLUMBER*	240	HR	\$161.00	\$38,640.00	\$104.00	\$24,960.00	\$180.00	\$43,200.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

BASE BID FY27 (May 1, 2026 – April 30, 2027)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	EMERGENCY TRUCK DRIVER*	200	HR	\$137.00	\$27,400.00	\$50.00	\$10,000.00	\$150.00	\$30,000.00
Total						\$2,282,165.00		\$1,722,685.00		\$2,409,400.00

ADDITIVE ALTERNATIVE BID A FY27 (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

ADDITIVE ALTERNATIVE BID A FY27 (May 1, 2026 – April 30, 2027)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	LABORER/CEMENT MASON	930	HR	\$125.00	\$116,250.00	\$102.00	\$94,860.00	\$120.00	\$111,600.00
	2	OPERATING ENGINEER	410	HR	\$130.00	\$53,300.00	\$107.00	\$43,870.00	\$153.00	\$62,730.00
	3	PLUMBER	200	HR	\$129.00	\$25,800.00	\$104.00	\$20,800.00	\$135.00	\$27,000.00
	4	TRUCK DRIVER	160	HR	\$108.00	\$17,280.00	\$50.00	\$8,000.00	\$120.00	\$19,200.00
	5	EMERGENCY LABORER*	100	HR	\$155.00	\$15,500.00	\$102.00	\$10,200.00	\$160.00	\$16,000.00
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$160.00	\$6,400.00	\$107.00	\$4,280.00	\$196.00	\$7,840.00
	7	EMERGENCY PLUMBER*	40	HR	\$161.00	\$6,440.00	\$104.00	\$4,160.00	\$180.00	\$7,200.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID A FY27 (May 1, 2026 – April 30, 2027)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	45	HR	\$137.00	\$6,165.00	\$50.00	\$2,250.00	\$150.00	\$6,750.00
Total						\$0.00		\$0.00		\$0.00

ADDITIVE ALTERNATIVE BID B FY27 (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

ADDITIVE ALTERNATIVE BID B FY27 (May 1, 2026 – April 30, 2027)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	LABORER/CEMENT MASON	930	HR	\$125.00	\$116,250.00	\$102.00	\$94,860.00	\$120.00	\$111,600.00
	2	OPERATING ENGINEER	410	HR	\$130.00	\$53,300.00	\$107.00	\$43,870.00	\$153.00	\$62,730.00
	3	PLUMBER	200	HR	\$129.00	\$25,800.00	\$104.00	\$20,800.00	\$135.00	\$27,000.00
	4	TRUCK DRIVER	160	HR	\$108.00	\$17,280.00	\$50.00	\$8,000.00	\$120.00	\$19,200.00
	5	EMERGENCY LABORER*	100	HR	\$155.00	\$15,500.00	\$102.00	\$10,200.00	\$160.00	\$16,000.00
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$160.00	\$6,400.00	\$107.00	\$4,280.00	\$196.00	\$7,840.00
	7	EMERGENCY PLUMBER*	40	HR	\$161.00	\$6,440.00	\$104.00	\$4,160.00	\$180.00	\$7,200.00

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID B FY27 (May 1, 2026 – April 30, 2027)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	45	HR	\$137.00	\$6,165.00	\$50.00	\$2,250.00	\$150.00	\$6,750.00
Total						\$0.00		\$0.00		\$0.00

BASE BID FY28 (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

BASE BID FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	LABORER/CEMENT MASON	6700	HR	\$131.25	\$879,375.00	\$109.75	\$735,325.00	No Bid	No Bid
X	2	OPERATING ENGINEER	3700	HR	\$136.50	\$505,050.00	\$115.00	\$425,500.00	No Bid	No Bid
X	3	PLUMBER	3500	HR	\$135.45	\$474,075.00	\$111.75	\$391,125.00	No Bid	No Bid
X	4	TRUCK DRIVER	2400	HR	\$113.40	\$272,160.00	\$60.00	\$144,000.00	No Bid	No Bid
X	5	EMERGENCY LABORER*	600	HR	\$162.75	\$97,650.00	\$109.75	\$65,850.00	No Bid	No Bid
X	6	EMERGENCY OPERATING ENGINEER*	475	HR	\$168.00	\$79,800.00	\$115.00	\$54,625.00	No Bid	No Bid
X	7	EMERGENCY PLUMBER*	300	HR	\$169.05	\$50,715.00	\$111.75	\$33,525.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

BASE BID FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	EMERGENCY TRUCK DRIVER*	200	HR	\$143.85	\$28,770.00	\$60.00	\$12,000.00	No Bid	No Bid
Total						\$2,387,595.00		\$1,861,950.00		No Bid

ADDITIVE ALTERNATIVE BID A FY28 (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

ADDITIVE ALTERNATIVE BID A FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	LABORER/CEMENT MASON	865	HR	\$131.25	\$113,531.25	\$109.75	\$94,933.75	No Bid	No Bid
	2	OPERATING ENGINEER	455	HR	\$136.50	\$62,107.50	\$115.00	\$52,325.00	No Bid	No Bid
	3	PLUMBER	240	HR	\$135.45	\$32,508.00	\$111.75	\$26,820.00	No Bid	No Bid
	4	TRUCK DRIVER	200	HR	\$113.40	\$22,680.00	\$60.00	\$12,000.00	No Bid	No Bid
	5	EMERGENCY LABORER*	85	HR	\$162.75	\$13,833.75	\$109.75	\$9,328.75	No Bid	No Bid
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$168.00	\$6,720.00	\$115.00	\$4,600.00	No Bid	No Bid
	7	EMERGENCY PLUMBER*	35	HR	\$169.05	\$5,916.75	\$111.75	\$3,911.25	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID A FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	35	HR	\$143.85	\$5,034.75	\$60.00	\$2,100.00	No Bid	No Bid
Total						\$0.00		\$0.00		\$0.00

ADDITIVE ALTERNATIVE BID B FY28 (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
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ADDITIVE ALTERNATIVE BID B FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
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	2	OPERATING ENGINEER	455	HR	\$136.50	\$62,107.50	\$115.00	\$52,325.00	No Bid	No Bid
	3	PLUMBER	240	HR	\$135.45	\$32,508.00	\$111.75	\$26,820.00	No Bid	No Bid
	4	TRUCK DRIVER	200	HR	\$113.40	\$22,680.00	\$60.00	\$12,000.00	No Bid	No Bid
	5	EMERGENCY LABORER*	85	HR	\$162.75	\$13,833.75	\$109.75	\$9,328.75	No Bid	No Bid
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$168.00	\$6,720.00	\$115.00	\$4,600.00	No Bid	No Bid
	7	EMERGENCY PLUMBER*	35	HR	\$169.05	\$5,916.75	\$111.75	\$3,911.25	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID B FY28 (May 1, 2027 – April 30, 2028)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	35	HR	\$143.85	\$5,034.75	\$60.00	\$2,100.00	No Bid	No Bid
Total						\$0.00		\$0.00		\$0.00

BASE BID FY29 (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

BASE BID FY29 (May 1, 2028 – April 30, 2029)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	LABORER/CEMENT MASON	6705	HR	\$137.50	\$921,937.50	\$118.00	\$791,190.00	No Bid	No Bid
X	2	OPERATING ENGINEER	3705	HR	\$143.00	\$529,815.00	\$123.50	\$457,567.50	No Bid	No Bid
X	3	PLUMBER	3505	HR	\$141.90	\$497,359.50	\$120.00	\$420,600.00	No Bid	No Bid
X	4	TRUCK DRIVER	2410	HR	\$118.80	\$286,308.00	\$67.50	\$162,675.00	No Bid	No Bid
X	5	EMERGENCY LABORER*	605	HR	\$170.50	\$103,152.50	\$118.00	\$71,390.00	No Bid	No Bid
X	6	EMERGENCY OPERATING ENGINEER*	480	HR	\$176.00	\$84,480.00	\$123.50	\$59,280.00	No Bid	No Bid
X	7	EMERGENCY PLUMBER*	305	HR	\$177.10	\$54,015.50	\$120.00	\$36,600.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

BASE BID FY29 (May 1, 2028 – April 30, 2029)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	EMERGENCY TRUCK DRIVER*	205	HR	\$150.70	\$30,893.50	\$67.50	\$13,837.50	No Bid	No Bid
Total						\$2,507,961.50		\$2,013,140.00		No Bid

ADDITIVE ALTERNATIVE BID A FY29 (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

ADDITIVE ALTERNATIVE BID A FY29 (May 1, 2028 – April 30, 2029)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	LABORER/CEMENT MASON	865	HR	\$137.50	\$118,937.50	\$118.00	\$102,070.00	No Bid	No Bid
	2	OPERATING ENGINEER	455	HR	\$143.00	\$65,065.00	\$123.50	\$56,192.50	No Bid	No Bid
	3	PLUMBER	240	HR	\$141.90	\$34,056.00	\$120.00	\$28,800.00	No Bid	No Bid
	4	TRUCK DRIVER	200	HR	\$118.80	\$23,760.00	\$67.50	\$13,500.00	No Bid	No Bid
	5	EMERGENCY LABORER*	85	HR	\$170.50	\$14,492.50	\$118.00	\$10,030.00	No Bid	No Bid
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$176.00	\$7,040.00	\$123.50	\$4,940.00	No Bid	No Bid
	7	EMERGENCY PLUMBER*	35	HR	\$177.10	\$6,198.50	\$120.00	\$4,200.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID A FY29 (May 1, 2028 – April 30, 2029)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	35	HR	\$150.70	\$5,274.50	\$67.50	\$2,362.50	No Bid	No Bid
Total						\$0.00		\$0.00		\$0.00

ADDITIVE ALTERNATIVE BID B FY29 (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.
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	2	OPERATING ENGINEER	455	HR	\$143.00	\$65,065.00	\$123.50	\$56,192.50	No Bid	No Bid
	3	PLUMBER	240	HR	\$141.90	\$34,056.00	\$120.00	\$28,800.00	No Bid	No Bid
	4	TRUCK DRIVER	200	HR	\$118.80	\$23,760.00	\$67.50	\$13,500.00	No Bid	No Bid
	5	EMERGENCY LABORER*	85	HR	\$170.50	\$14,492.50	\$118.00	\$10,030.00	No Bid	No Bid
	6	EMERGENCY OPERATING ENGINEER*	40	HR	\$176.00	\$7,040.00	\$123.50	\$4,940.00	No Bid	No Bid
	7	EMERGENCY PLUMBER*	35	HR	\$177.10	\$6,198.50	\$120.00	\$4,200.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-23
 FY27-FY29 UTILITY MAINTENANCE

ADDITIVE ALTERNATIVE BID B FY29 (May 1, 2028 – April 30, 2029)					G. A. Rich & Sons, Inc.		George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	8	EMERGENCY TRUCK DRIVER*	35	HR	\$150.70	\$5,274.50	\$67.50	\$2,362.50	No Bid	No Bid
Total						\$0.00		\$0.00		\$0.00



Consent Agenda Item No. 7.O.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for Fiscal Year (FY) 2027 (\$716,600), FY 2028 (\$616,980), and FY 2029 (\$738,950) Street, Alley, and Sidewalk Maintenance (Bid #2026-25), Totaling \$2,072,530, 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 5. Great Place - Livable, Sustainable City

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

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

Background: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner") for the Fiscal Years ("FY") 2027, 2028, and 2029 Street, Alley, & Sidewalk Maintenance (Bid #2026-25). This program includes maintenance and repair of streets, alleys, sidewalks, curbs, and gutters, and other related items on City-owned properties. Due to limitations in equipment and staffing, this work is beyond the capability of City crews. The proposed budgets for the program are \$725,000 for FY 2027, \$625,000 for FY 2028, and \$725,000 for FY 2029. This is an annual maintenance agreement involving multiple projects assigned throughout each fiscal year. Therefore, the start and completion dates will vary by project.

The project was publicly advertised to solicit competitive bids. Bids were received electronically through the City's e-Procurement Portal, *OpenGov*, until 10:10 AM on Tuesday, March 31, 2026. Two (2) bid responses were opened, and Gildner was determined to be the lowest responsive bidder. As a local firm, the City's Local Preference Policy does not affect this recommendation. A full bid tabulation is included for reference.

The bid package included a Base Bid and three additive alternatives (A, B, and C) for FY 2027, FY 2028, and FY 2029, both of which increased the Base Bid. These alternatives were included in the event that favorable pricing was received. Staff recommend approval of an agreement that includes the Base Bid and Additive Alternative B for FY 2027, Base Bid for FY 2028, and Base Bid for FY 2029.

Community Groups/Interested Persons Contacted: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 10, 2026.

Financial Impact: This is an FY 2027 Budget Item. If approved, the City will enter into said

agreement in the amount of \$716,600 for FY 2027, \$616,980 for FY 2028, and \$738,950 for FY 2029 for a total of \$2,072,530 for the 3-year agreement. The FY 2027 total will be paid from the following sources: Engineering-Repair/Maintenance of Infrastructure account (10016210-70550) in the amount of \$123,540, and the Capital Improvement Asphalt & Concrete Fund-Street Construction & Improvement account (40120200-72530) in the amount of \$593,060. Stakeholders can locate the Engineering portion on the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 274 and the Capital Improvement Asphalt & Concrete Fund in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70, 170, 227, 234, and 235. If approved, the Engineering Department will include the FY 2028 and FY 2029 amounts awarded in the respective years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tab #2026-25

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR FISCAL YEAR (FY) 2027 (\$716,600), FY 2028 (\$616,980), AND FY 2029 (\$738,950) STREET, ALLEY, AND SIDEWALK MAINTENANCE (BID #2026-25), TOTALING \$2,072,530

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with George Gildner, Inc. (Exhibit A), be approved for the Fiscal Years (“FY”) 2027 (\$716,600), FY 2028 (\$616,980), and FY 2029 (\$738,950), Street, Alley, Sidewalk Maintenance (“Project”), for a total amount of \$2,072,530; and

WHEREAS, the Project consists of the maintenance and repair of streets, alleys, sidewalks, curbs, and gutters, and other related items on City-owned properties; and

WHEREAS, due to the limitations in equipment or staffing, this work is beyond the capability of City crews; 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.

PASSED this 27th 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

FY27, FY28, AND FY29 STREET, ALLEY, SIDEWALK MAINTENANCE (BID#2026-25

THIS AGREEMENT, dated this 27 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# 2026-25 FY27, FY28, and FY29 Street, Alley, Sidewalk Maintenance (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 Road
Bloomington, IL 61704
gildnerinc@aol.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: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George A. Salner me

By: George A. Salner
Its President

By: [Signature]
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Cement Mason - Various Hrs.

Truck Driver - Various Hrs.

Laborer - Various Hrs.

Operating Engineer - Various Hrs.

And other necessary items and incidents.

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

**EXHIBIT B
COSTS/FEES**

BASE BID FY27 (May 1, 2026 – April 30, 2027)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
CEMENT MASON	1500	HR	\$ 107.00	\$ 160,500.00
LABORER	2800	HR	\$ 103.00	\$ 288,400.00
OPERATING ENGINEER	2000	HR	\$ 90.00	\$ 180,000.00
TRUCK DRIVER	700	HR	\$ 70.00	\$ 49,000.00
			Sub -Total	\$ 677,900.00

ADDITIVE ALTERNATIVE FY27 BID B (May 1, 2026 – April 30, 2027)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
CEMENT MASON	100	HR	\$ 107.00	\$ 10,700.00
LABORER	200	HR	\$ 103.00	\$ 20,600.00
OPERATING ENGINEER	55	HR	\$ 90.00	\$ 4,950.00
TRUCK DRIVER	35	HR	\$ 70.00	\$ 2,450.00
			Sub-Total	\$ 38,700.00

Total for FY27 \$ 716,600.00

BASE BID FY28 (May 1, 2027 – April 30, 2028)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
CEMENT MASON	1500	HR	\$ 115.00	\$ 172,500.00
LABORER	2100	HR	\$ 110.75	\$ 232,575.00
OPERATING ENGINEER	1550	HR	\$ 107.00	\$ 165,850.00
TRUCK DRIVER	610	HR	\$ 75.50	\$ 46,055.00
			Sub-Total	\$ 616,980.00

Total for FY28 \$ 616,980.00

BASE BID FY29 (May 1, 2028 – April 30, 2029)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
CEMENT MASON	1300	HR	\$ 123.50	\$ 160,550.00
LABORER	2600	HR	\$ 119.00	\$ 309,400.00
OPERATING ENGINEER	1800	HR	\$ 118.75	\$ 213,750.00
TRUCK DRIVER	680	HR	\$ 81.25	\$ 55,250.00
			Sub-Total	\$ 738,950.00

Total for FY29 \$ 738,950.00

Additional payment terms are included in the Special Provisions as part of the Procurement Documents.



EVALUATION TABULATION

ITB - PLA No. Bid #2026-25

FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

RESPONSE DEADLINE: March 31, 2026 at 10:10 am

Report Generated: Tuesday, April 7, 2026

BASE BID FY27 (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

BASE BID FY27 (May 1, 2026 – April 30, 2027)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	CEMENT MASON	1500	HR	\$107.00	\$160,500.00	\$120.00	\$180,000.00
X	2	LABORER	2800	HR	\$103.00	\$288,400.00	\$120.00	\$336,000.00
X	3	OPERATING ENGINEER	2000	HR	\$90.00	\$180,000.00	\$153.00	\$306,000.00
X	4	TRUCK DRIVER	700	HR	\$70.00	\$49,000.00	\$120.00	\$84,000.00
Total						\$677,900.00		\$906,000.00

ADDITIVE ALTERNATIVE FY27 BID A (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

ADDITIVE ALTERNATIVE FY27 BID A (May 1, 2026 – April 30, 2027)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	235	HR	\$107.00	\$25,145.00	\$120.00	\$28,200.00
	2	LABORER	330	HR	\$103.00	\$33,990.00	\$120.00	\$39,600.00
	3	OPERATING ENGINEER	125	HR	\$90.00	\$11,250.00	\$153.00	\$19,125.00
	4	TRUCK DRIVER	105	HR	\$70.00	\$7,350.00	\$120.00	\$12,600.00
Total						\$0.00		\$0.00

ADDITIVE ALTERNATIVE FY27 BID B (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY27 BID B (May 1, 2026 – April 30, 2027)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	CEMENT MASON	100	HR	\$107.00	\$10,700.00	\$120.00	\$12,000.00
X	2	LABORER	200	HR	\$103.00	\$20,600.00	\$120.00	\$24,000.00
X	3	OPERATING ENGINEER	55	HR	\$90.00	\$4,950.00	\$153.00	\$8,415.00
X	4	TRUCK DRIVER	35	HR	\$70.00	\$2,450.00	\$120.00	\$4,200.00
Total						\$38,700.00		\$48,615.00

ADDITIVE ALTERNATIVE FY27 BID C (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY27 BID C (May 1, 2026 – April 30, 2027)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	100	HR	\$107.00	\$10,700.00	\$120.00	\$12,000.00
	2	LABORER	200	HR	\$103.00	\$20,600.00	\$120.00	\$24,000.00
	3	OPERATING ENGINEER	55	HR	\$90.00	\$4,950.00	\$153.00	\$8,415.00
	4	TRUCK DRIVER	35	HR	\$70.00	\$2,450.00	\$120.00	\$4,200.00
Total						\$0.00		\$0.00

BASE BID FY28 (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

BASE BID FY28 (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	CEMENT MASON	1500	HR	\$115.00	\$172,500.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

BASE BID FY28 (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	2	LABORER	2100	HR	\$110.75	\$232,575.00	No Bid	No Bid
X	3	OPERATING ENGINEER	1550	HR	\$107.00	\$165,850.00	No Bid	No Bid
X	4	TRUCK DRIVER	610	HR	\$75.50	\$46,055.00	No Bid	No Bid
Total						\$616,980.00		No Bid

ADDITIVE ALTERNATIVE FY28 BID A (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY28 BID A (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	215	HR	\$115.00	\$24,725.00	No Bid	No Bid
	2	LABORER	300	HR	\$110.75	\$33,225.00	No Bid	No Bid
	3	OPERATING ENGINEER	65	HR	\$107.00	\$6,955.00	No Bid	No Bid
	4	TRUCK DRIVER	50	HR	\$75.50	\$3,775.00	No Bid	No Bid
Total						\$0.00		\$0.00

ADDITIVE ALTERNATIVE FY28 BID B (MAY 1, 2027 – APRIL 30, 2028)

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY28 BID B (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	80	HR	\$115.00	\$9,200.00	No Bid	No Bid
	2	LABORER	160	HR	\$110.75	\$17,720.00	No Bid	No Bid
	3	OPERATING ENGINEER	50	HR	\$107.00	\$5,350.00	No Bid	No Bid
	4	TRUCK DRIVER	35	HR	\$75.50	\$2,642.50	No Bid	No Bid
Total						\$0.00		\$0.00

ADDITIVE ALTERNATIVE FY28 BID C (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY28 BID C (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	80	HR	\$115.00	\$9,200.00	No Bid	No Bid
	2	LABORER	160	HR	\$110.75	\$17,720.00	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

ADDITIVE ALTERNATIVE FY28 BID C (May 1, 2027 – April 30, 2028)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	3	OPERATING ENGINEER	50	HR	\$107.00	\$5,350.00	No Bid	No Bid
	4	TRUCK DRIVER	35	HR	\$75.50	\$2,642.50	No Bid	No Bid
Total						\$0.00		\$0.00

BASE BID FY29 (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

BASE BID FY29 (May 1, 2028 – April 30, 2029)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	CEMENT MASON	1300	HR	\$123.50	\$160,550.00	No Bid	No Bid
X	2	LABORER	2600	HR	\$119.00	\$309,400.00	No Bid	No Bid
X	3	OPERATING ENGINEER	1800	HR	\$118.75	\$213,750.00	No Bid	No Bid
X	4	TRUCK DRIVER	680	HR	\$81.25	\$55,250.00	No Bid	No Bid
Total						\$738,950.00		No Bid

ADDITIVE ALTERNATIVE FY29 BID A (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn't allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY29 BID A (May 1, 2028 – April 30, 2029)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	225	HR	\$123.50	\$27,787.50	No Bid	No Bid
	2	LABORER	315	HR	\$119.00	\$37,485.00	No Bid	No Bid
	3	OPERATING ENGINEER	105	HR	\$118.75	\$12,468.75	No Bid	No Bid
	4	TRUCK DRIVER	65	HR	\$81.25	\$5,281.25	No Bid	No Bid
Total						\$0.00		\$0.00

ADDITIVE ALTERNATIVE FY29 BID B (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn't allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY29 BID B (May 1, 2028 – April 30, 2029)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	90	HR	\$123.50	\$11,115.00	No Bid	No Bid
	2	LABORER	170	HR	\$119.00	\$20,230.00	No Bid	No Bid
	3	OPERATING ENGINEER	60	HR	\$118.75	\$7,125.00	No Bid	No Bid
	4	TRUCK DRIVER	35	HR	\$81.25	\$2,843.75	No Bid	No Bid

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-25
 FY27-FY29 STREETS, ALLEY, & SIDEWALK MAINTENANCE

ADDITIVE ALTERNATIVE FY29 BID B (May 1, 2028 – April 30, 2029)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Total						\$0.00		\$0.00

ADDITIVE ALTERNATIVE FY29 BID C (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

ADDITIVE ALTERNATIVE FY29 BID C (May 1, 2028 – April 30, 2029)					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	CEMENT MASON	90	HR	\$123.50	\$11,115.00	No Bid	No Bid
	2	LABORER	170	HR	\$119.00	\$20,230.00	No Bid	No Bid
	3	OPERATING ENGINEER	60	HR	\$118.75	\$7,125.00	No Bid	No Bid
	4	TRUCK DRIVER	35	HR	\$81.25	\$2,843.75	No Bid	No Bid
Total						\$0.00		\$0.00



Consent Agenda Item No. 7.P.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Rathje Enterprises, Inc., for Fiscal Year (FY) 2027 (\$186,945), FY 2028 (\$194,630), and FY 2029 (\$211,780) for Traffic Signal Maintenance (Bid #2026-24), Totaling \$593,355, 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 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

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 Rathje Enterprises, Inc. (doing business as Bodine Electric of Decatur) ("Bodine"), for the Fiscal Years ("FY") 2027, 2028, and 2029 Traffic Signal Maintenance (Bid #2026-24). The program includes traffic signal mast arm, controller, and other signal equipment repairs or replacement and other work on City electric and traffic signal facilities that are both emergency and non-emergency. Due to the lack of necessary equipment or workforce, this work is beyond the capability of City crews. The proposed budgets for the program are \$190,000 for FY 2027, \$200,000 for FY 2028, and \$210,000 for FY 2029. This is an annual maintenance agreement involving multiple projects assigned throughout each fiscal year. Therefore, the start and completion dates will vary by project.

The project was publicly advertised to solicit competitive bids. Bids were received electronically through the City's e-Procurement Portal, *OpenGov*, until 10:05 AM on Tuesday, March 31, 2026. One bid was opened, and Bodine was determined to be the sole responsive bidder. As there was only one bid, the City's Local Preference Policy does not affect this recommendation. A full bid tabulation is included for reference.

The bid package included a Base Bid and two additive alternatives (A and B) for FY 2027, FY 2028, and FY 2029, both of which increased the Base Bid. These alternatives were included in the event that favorable pricing was received. Staff recommend approval of an agreement that includes the Base Bid and Additive Alternative A for FY 2027, Base Bid and Additive Alternative A for FY 2028, and Base Bid and Additive Alternatives A and B for FY 2029.

Community Groups/Interested Persons Contacted: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 10, 2026.

Financial Impact: This is an FY 2027 Budget Item. If approved, the City will enter into said agreement in the amounts of \$186,945 for FY 2027, \$194,630 for FY 2028, and \$211,780 for FY 2029, for a total award amount of \$593,355. The FY 2027 portion of \$186,945 will be paid from the Engineering-Contracted Traffic Signal Maintenance and Repair account (10016210-70662). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 275. If approved, the Engineering Department will include the FY 2028 and FY 2029 amounts awarded in the respective years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tab #2026-24

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH RATHJE ENTERPRISES, INC., FOR FISCAL YEAR (FY) 2027 (\$186,945), FY 2028 (\$194,630), AND FY 2029 (\$211,780) FOR TRAFFIC SIGNAL MAINTENANCE (BID #2026-24), TOTALING \$593,355

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Rathje Enterprises, Inc. (Exhibit A), be approved for the Fiscal Years (“FY”) 2027 (\$186,945), FY 2028 (\$194,630), and FY 2029 (\$211,780) For Traffic Signal Maintenance (Bid #2026-24), totaling \$593,355 (“Project”); and

WHEREAS, the Project consists of traffic signal mast arm, controller, and other signal equipment repairs or replacement, and other work on City electric and traffic signal facilities that are both emergency and non-emergency; and

WHEREAS, due to the limitations in equipment and staffing, this work is beyond the capability of City crews; 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.

PASSED this 27th 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
RATHJE ENTERPRISES, INC., DBA: BODINE ELECTRIC OF DECATUR
FOR
FY27, FY28, AND FY29 TRAFFIC SIGNAL MAINTENANCE (BID#2026-24)

THIS AGREEMENT, dated this 27 day of APRIL, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Rathje Enterprises, 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# 2026-24 FY27, FY28, and FY29 Traffic Signal Maintenance (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:

Rathie Enterprises, Inc.
Attn: Duane Turner
1845 North 22nd Street
Decatur, IL 62525
dturner@hodinemail.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: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its VICE PRESIDENT OF CONSTRUCTION

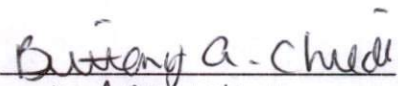
By: 
Its ACCOUNTANT

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Laborer - Various Hrs.

Emergency Labor - Various Hrs.

And other necessary items and incidents.

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

EXHIBIT B
COSTS/FEES

BASE BID FY27 (May 1, 2026 – April 30, 2027)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	855	HR	\$147.00	\$125,685.00
EMERGENCY LABORER*	195	HR	\$220.00	\$42,900.00
		Sub-Total		\$168,585.00

BASE BID (A) FY27 (May 1, 2026 – April 30, 2027)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	80	HR	\$147.00	\$11,760.00
EMERGENCY LABORER*	30	HR	\$220.00	\$6,600.00
		Sub-Total		\$18,360.00
		Total for FY27		\$186,945.00

BASE BID FY28 (May 1, 2027 – April 30, 2028)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	860	HR	\$152.00	\$130,720.00
EMERGENCY LABORER*	195	HR	\$225.00	\$43,875.00
		Sub-Total		\$174,595.00

BASE BID (A) FY28 (May 1, 2027 – April 30, 2028)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	80	HR	\$152.00	\$12,160.00
EMERGENCY LABORER*	35	HR	\$225.00	\$7,875.00
		Sub-Total		\$20,035.00
		Total for FY28		\$194,630.00

BASE BID FY29 (May 1, 2028 – April 30, 2029)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	870 HR		\$157.00	\$136,590.00
EMERGENCY LABORER*	190 HR		\$230.00	\$43,700.00
		Sub-Total		\$180,290.00

BASE BID (A) FY29 (May 1, 2028 – April 30, 2029)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	80 HR		\$157.00	\$12,560.00
EMERGENCY LABORER*	35 HR		\$230.00	\$8,050.00
		Sub-Total		\$20,610.00

BASE BID (B) FY29 (May 1, 2028 – April 30, 2029)

LABOR/ITEM	EST. Qty	UNIT	RATE	TOTAL
LABORER	40 HR		\$157.00	\$6,280.00
EMERGENCY LABORER*	20 HR		\$230.00	\$4,600.00
		Sub-Total		\$10,880.00
		Total for FY29		\$211,780.00

Additional payment terms are included in the Special Provisions as part of the Procurement Documents.



EVALUATION TABULATION

ITB - PLA No. Bid #2026-24

FY27-FY29 TRAFFIC SIGNAL MAINTENANCE

RESPONSE DEADLINE: March 31, 2026 at 10:05 am

Report Generated: Tuesday, April 7, 2026

BASE BID FY27 (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

*Emergencies Rates - Only used if agreed by City prior to work.

BASE BID FY27 (May 1, 2026 – April 30, 2027)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABOR	855	HR	\$147.00	\$125,685.00
X	2	EMERGENCY LABOR*	195	HR	\$220.00	\$42,900.00
Total						\$168,585.00

ADDITIVE ALTERNATIVE FY27 BID A (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

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EVALUATION TABULATION
 ITB - PLA No. Bid #2026-24
 FY27-FY29 TRAFFIC SIGNAL MAINTENANCE

ADDITIVE ALTERNATIVE FY27 BID A (May 1, 2026 – April 30, 2027)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABOR	80	HR	\$147.00	\$11,760.00
X	2	EMERGENCY LABOR*	30	HR	\$220.00	\$6,600.00
Total						\$18,360.00

ADDITIVE ALTERNATIVE FY27 BID B (MAY 1, 2026 – APRIL 30, 2027)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

*Emergencies Rates - Only used if agreed by City prior to work.

ADDITIVE ALTERNATIVE FY27 BID B (May 1, 2026 – April 30, 2027)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	1	LABOR	40	HR	\$147.00	\$5,880.00
	2	EMERGENCY LABOR*	15	HR	\$220.00	\$3,300.00
Total						\$0.00

BASE BID FY28 (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-24
 FY27-FY29 TRAFFIC SIGNAL MAINTENANCE

completed. Partial out-year pricing isn't allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

BASE BID FY28 (May 1, 2027 – April 30, 2028)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABOR	860	HR	\$152.00	\$130,720.00
X	2	EMERGENCY LABOR*	195	HR	\$225.00	\$43,875.00
Total						\$174,595.00

ADDITIVE ALTERNATIVE FY28 BID A (MAY 1, 2027 – APRIL 30, 2028)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn't allowed. The City reserves the right to select any, all, or none of the optional out-years items.
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Total						\$20,035.00

ADDITIVE ALTERNATIVE FY28 BID B (MAY 1, 2027 – APRIL 30, 2028)

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EVALUATION TABULATION
 ITB - PLA No. Bid #2026-24
 FY27-FY29 TRAFFIC SIGNAL MAINTENANCE

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	1	LABOR	40	HR	\$152.00	\$6,080.00
	2	EMERGENCY LABOR*	20	HR	\$225.00	\$4,500.00
Total						\$0.00

BASE BID FY29 (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn't allowed. The City reserves the right to select any, all, or none of the optional out-years items.
 *Emergencies Rates - Only used if agreed by City prior to work.

BASE BID FY29 (May 1, 2028 – April 30, 2029)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABOR	870	HR	\$157.00	\$136,590.00
X	2	EMERGENCY LABOR*	190	HR	\$230.00	\$43,700.00
Total						\$180,290.00

ADDITIVE ALTERNATIVE FY29 BID A (MAY 1, 2028 – APRIL 30, 2029)

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-24
 FY27-FY29 TRAFFIC SIGNAL MAINTENANCE

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

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Total						\$20,610.00

ADDITIVE ALTERNATIVE FY29 BID B (MAY 1, 2028 – APRIL 30, 2029)

Completion of all FY2027 Base and Alternate pricing lines are mandatory to be considered a responsive bid (i.e., eligible for evaluation). FY2028 and FY2029 pricing is optional – but conditional, as bidders may choose whether to submit for the FY2028 and FY2029. However, if chosen to include pricing for those years, then all alternates associated with FY2028 and FY2029 must also be completed. Partial out-year pricing isn’t allowed. The City reserves the right to select any, all, or none of the optional out-years items.

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ADDITIVE ALTERNATIVE FY29 BID B (May 1, 2028 – April 30, 2029)					Rathje Enterprises, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABOR	40	HR	\$157.00	\$6,280.00
X	2	EMERGENCY LABOR*	20	HR	\$230.00	\$4,600.00
Total						\$10,880.00



Consent Agenda Item No. 7.Q.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc., for the Fiscal Year 2027 General Resurfacing Program, in the Amount of \$5,836,691.23, 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 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 enter into an agreement with Rowe Construction, A Division of United Contractors Midwest ("UCM"), for the Fiscal Year ("FY") 2027 General Resurfacing Program. The agreement is designed to provide for street resurfacing throughout the City. Council approved Resolution No. 2026-030 on March 9, 2026, waiving the technical bidding requirements for streets identified for the FY 2027 Resurfacing Program and authorizing direct negotiations with UCM. The resolution, map, and corresponding agreement are attached. Contingency is included in the proposal 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. The FY 2027 General Resurfacing package is recommended by staff to be accepted as negotiated.

The Public Works Department has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street work is handled by contractors working for the City, which includes resurfacing streets. Resurfacing a street typically includes removal of the existing pavement surface, spot repairs, and adjusting manholes and other utilities in the street along with the installation of the new Hot Mix Asphalt surface.

Information about the City of Bloomington streets is maintained in a Geographic Information System ("GIS") by Engineering. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This is an FY 2027 Budget Item. If approved, the City will enter into said agreement in the amount of \$5,836,691.23. This will be paid from the Capital Improvement Asphalt & Concrete Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 68, 70, 170, 226, 228, and 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Project Map

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., FOR THE FISCAL YEAR 2027 GENERAL RESURFACING PROGRAM, IN THE AMOUNT OF \$5,836,691.23

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Rowe Construction, a Division of United Contractors Midwest, Inc., be approved for the FY 2027 General Resurfacing Program (“Exhibit A”), in the amount of \$5,836,691.23 (“Project”); and

WHEREAS, the Project consists of work necessary to remove and replace existing pavement asphalt surfaces, construct pavement patches, install sidewalk and ramps at various locations, along with installation of curb and gutter as shown on the plans, and a contingency line item; 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 27th 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
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR
FY 2027 General Resurfacing Program

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

_____ (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising 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:

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

Copy to:

If to CITY:

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

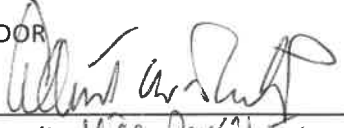
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice-President

By: 
Its ASST SECRETARY

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The proposal package, including revisions, for Fiscal Year 2027 General Resurfacing.

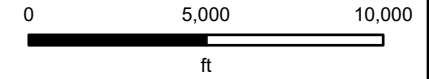
Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes pavement patching, manhole, inlet, and valve box adjustments, sidewalk ramps, pavement markings, and other appurtenances as required.

VENDOR will adhere to all scheduling requirements as set forth in the 03/11/2026 Special Provisions document, including revisions dated 04/08/2026, which shall be incorporated into this Agreement.

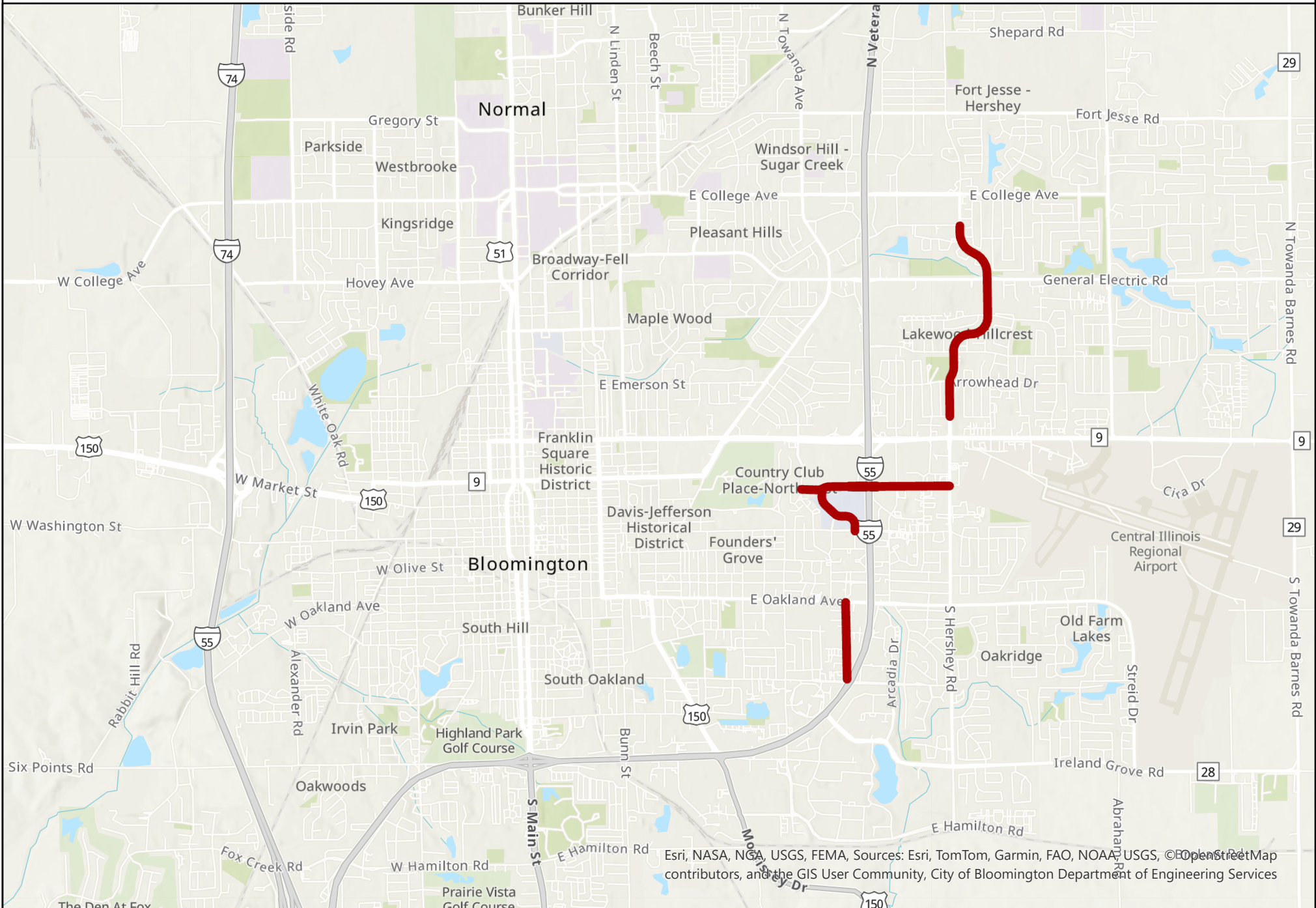
**EXHIBIT B
COSTS/FEES**

FY 2027 General Resurfacing
April 3, 2026

ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	SF	309	\$4.65	\$1,436.85
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	54166	\$2.75	\$148,956.50
40600370	LONGITUDINAL JOINT SEALANT	FT	41246	\$4.25	\$175,295.50
40602965	HOT-MIX ASPHALT BINDER COURSE, IL-9.5FG, N50	TON	1679	\$161.38	\$270,957.02
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	1440	\$17.39	\$25,041.60
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SY	1636	\$17.39	\$28,450.04
40600990	TEMPORARY RAMP	FT	6702	\$20.00	\$134,040.00
40605024	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "E", N80	TON	7897	\$205.00	\$1,618,885.00
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	107	\$275.00	\$29,425.00
40800050	INCIDENTAL HOT MIX ASPHALT SURFACING	TON	76	\$400.00	\$30,400.00
42000300	PCC DRMEWAY PAVEMENT, 8"	SY	86	\$110.00	\$9,460.00
42400100	PCC SIDEWALK, 4"	SF	615	\$13.00	\$7,995.00
42400300	PCC SIDEWALK, 6"	SF	1618	\$15.00	\$24,270.00
42400800	DETECTABLE WARNINGS	SF	493	\$47.34	\$23,338.62
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	SY	20995	\$7.00	\$146,965.00
44000161	HOT-MIX ASPHALT SURFACE REMOVAL 3"	SY	23980	\$7.00	\$167,860.00
44000200	DRMEWAY PAVEMENT REMOVAL	SY	150	\$23.93	\$3,589.50
44000600	SIDEWALK REMOVAL	SF	5933	\$4.84	\$28,715.72
44200050	WELDED WIRE REINFORCEMENT	SY	1721	\$13.78	\$23,715.38
44200919	CLASS B PATCHES, TYPE II, 7 INCH	SY	177	\$300.00	\$53,100.00
44200924	CLASS B PATCHES, TYPE III, 7 INCH	SY	113	\$275.00	\$31,075.00
44200926	CLASS B PATCHES, TYPE IV, 7 INCH	SY	1609	\$250.00	\$402,250.00
44213200	SAW CUTS	FT	4680	\$7.51	\$35,146.80
44213204	TIE BARS 3/4"	EA	1567	\$20.66	\$32,374.22
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EA	1	\$3,484.21	\$3,484.21
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	FT	28095	\$1.08	\$30,342.60
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SF	4685	\$0.85	\$3,982.25
78000400	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FT	40703	\$1.76	\$71,637.28
78000600	THERMOPLASTIC PAVEMENT MARKING LINE - 12"	FT	942	\$13.25	\$12,481.50
78000650	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	FT	713	\$17.90	\$12,762.70
78001100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SF	1819	\$13.25	\$24,101.75
81400115	HANDHOLE TO BE ADJUST	EA	2	\$2,625.00	\$5,250.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	118	\$58.66	\$6,921.88
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SF	269	\$26.14	\$7,031.66
COB40600	SAND MIX, N50, IL-4.75	TON	2424	\$205.00	\$496,920.00
COB42401	PCC SIDEWALK RAMP, 6", SPECIAL	SF	3701	\$25.45	\$94,190.45
COB44206	PAVEMENT PATCHING, 6", SPECIAL	SY	770	\$155.00	\$119,350.00
COB45300	HOT-MIX ASPHALT DRMEWAY PAVEMENT, 8"	SY	70	\$259.95	\$18,196.50
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	EA	48	\$2,300.00	\$110,400.00
COB60201	NEW FRAME & GRATE, TYPE 50	EA	2	\$1,300.00	\$2,600.00
COB60202	INLET TO BE ADJUSTED, SPECIAL	EA	50	\$2,300.00	\$115,000.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	EA	10	\$4,000.00	\$40,000.00
COB60206	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	2	\$900.00	\$1,800.00
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	29	\$1,100.00	\$31,900.00
COB60211	STORM SEWER, SPECIAL	FT	50	\$157.04	\$7,852.00
COB60257	MANHOLE TO BE RECONSTRUCTED, SPECIAL	EA	3	\$5,500.00	\$16,500.00
COB60601	COMB CURB & GUTTER, REMOVAL, SPECIAL	FT	2899	\$48.00	\$139,152.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18, SPECIAL	FT	2899	\$75.00	\$217,425.00
COB87801	CONCRETE FOUNDATION, TYA, SPECIAL	EA	1	\$2,625.00	\$2,625.00
COB70150	CHANGEABLE MESSAGE SIGN	CAL DAY	80	\$142.79	\$11,423.20
X4406820	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 2 1/2"	SY	36854	\$7.75	\$285,618.50
COB70100	TRAFFIC CONTROL COMPLETE	LS	1	\$225,000.00	\$225,000.00
COB10900	CONTINGENCY	LS	1	\$270,000.00	\$270,000.00
				Totals:	\$5,836,691.23



Date: 4/7/2026



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©OpenStreetMap contributors, and the GIS User Community, City of Bloomington Department of Engineering Services



Consent Agenda Item No. 7.R.

For City Council: April 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Authorizing the City to Work with Crawford, Murphy & Tilly, Inc., to Remove the Planned Flex Lane Along the East Side of North Main Street and Replace it with Permanent Parking and Loading Zones, 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

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

Objective 2a. Better quality roads and sidewalks

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Goal 5. Great Place - Livable, Sustainable City

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

Objective 5b. City decisions consistent with plans and policies

Goal 6. Prosperous Downtown Bloomington

Objective 6a. More beautiful, clean Downtown area

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

Objective 6c. Downtown becoming a community and regional destination

Background: If approved, the City will work with Crawford, Murphy, & Tilly, Inc. ("CMT") to revise the Downtown Streetscape Phase 1 construction plans to create a mix of parking and loading zones instead of flex lanes along the East Side of the 300, 400, and 500 blocks of North Main Street to address concerns from Downtown business owners.

In August 2022, Council authorized a contract with CMT to conceptualize the *Downtown for Everyone Master Plan* and design the Downtown Streetscape Phase 1 Project. As part of the conceptualization, CMT held multiple meetings and open houses to gather public input alongside City staff. As a result of the input received from this process, and as the plans were finalized, the 300, 400, and 500 blocks of North Main Street included a flex lane along the east side of the road.

When Council approved the Downtown Streetscape Phase 1 Project on July 14, 2025, City

staff committed to having additional discussions about flex lanes and bringing the issue back to Council for concurrence. As the City finalized the plans and moved towards bidding, CMT, alongside City staff, held an open house on July 31, 2025, where Downtown business owners provided additional feedback that showed strong demand for the flex lane to be permanent parking along this segment of North Main Street.

The existing plan envisions the flex lane as a lane that could be used as a bicycle lane or as a lane for deliveries, garbage pickup, and short-term parking (15 minutes or less) based on signage and the time of day. The flex lane planned for these three blocks would alleviate concerns about vehicles stopping in the middle of the street to provide deliveries and provide bicycle accommodations, but it would also remove 32 parking spaces adjacent to businesses. Although the 32 parking spaces may be added back to other blocks according to the current plan, downtown business owners are concerned about this loss of parking adjacent to their businesses.

As a compromise to balance concerns about vehicles stopping in the middle of the street to provide deliveries; needing bicycle accommodations for Downtown; and losing parking spaces adjacent to businesses, City staff is recommending modifying the plan so that the flex lanes on these blocks are removed and permanent parking and loading zones are added. Bicycle accommodations are currently planned one block over on East Street as well as on Madison Street (part of the “belt buckle” and US 51 Business) as part of the upcoming US 51 Business project planned by the Illinois Department of Transportation.

The City has an existing contract with CMT that includes construction assistance and changes for this project, which allows for this type of change without a contract amendment. The change in striping associated with changing the lane from a flex lane to parking will be a negligible amount with negligible costs. A schematic drawing of the new alignment is attached.

Community Groups/Interested Persons Contacted: CMT, alongside City staff, conducted multiple presentations and open house events. During these events, CMT and City staff gathered feedback from the public and stakeholders.

Financial Impact: If approved, any fees associated with CMT's work on this will be paid from Purchase Order # 20260192 which was awarded for \$32,000 as part of City Council approving Item 9A, on July 14, 2025. This item included multiple vendors for work on the North Main Street Streetscape Project.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Schematic

RESOLUTION NO. 2026 - ____

A RESOLUTION AUTHORIZING THE CITY TO WORK WITH CRAWFORD, MURPHY & TILLY, INC., TO REMOVE THE PLANNED FLEX LANE ALONG THE EAST SIDE OF NORTH MAIN STREET AND REPLACE IT WITH PERMANENT PARKING AND LOADING ZONES

WHEREAS, in August 2022, City Council authorized a contract with Crawford, Murphy, & Tilly, Inc. (“CMT”), to conceptualize the *Downtown for Everyone Master Plan* (“Plan”) and design the Downtown Streetscape Phase 1 Project; and

WHEREAS, as part of the conceptualization, CMT held multiple meetings and open houses to gather public input alongside City staff; and

WHEREAS, from this process, and as the plans were finalized, the 300, 400, and 500 blocks of North Main Street included a flex lane along the east side of the road; and

WHEREAS, as the City finalized the plans and moved towards bidding, CMT, alongside City staff, held an open house on July 31, 2025, where Downtown business owners showed strong demand for the flex lane to be permanent parking along these segments; and

WHEREAS, as a compromise to balance concerns about vehicles stopping in the middle of the street to provide deliveries, needing bicycle accommodations for Downtown, and losing parking spaces adjacent to businesses, City staff are recommending modifying the Plan so that the flex lanes on these blocks are removed, and permanent parking and loading zones are added (see Exhibit A); and

WHEREAS, bicycle accommodations are currently planned one block over on East Street as well as on Madison Street (part of the “belt buckle” and US 51 Business) as part of the upcoming US 51 Business project planned by the Illinois Department of Transportation; and

WHEREAS, approval of the resolution will result in a change in striping associated with changing the lane from a flex lane to parking, which will be a negligible amount with negligible costs; and

WHEREAS, Staff believe this change is in the best interest of the City; and

WHEREAS, the change is germane to the original contract as approved by Council; and

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

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 proceed with the change as described.

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

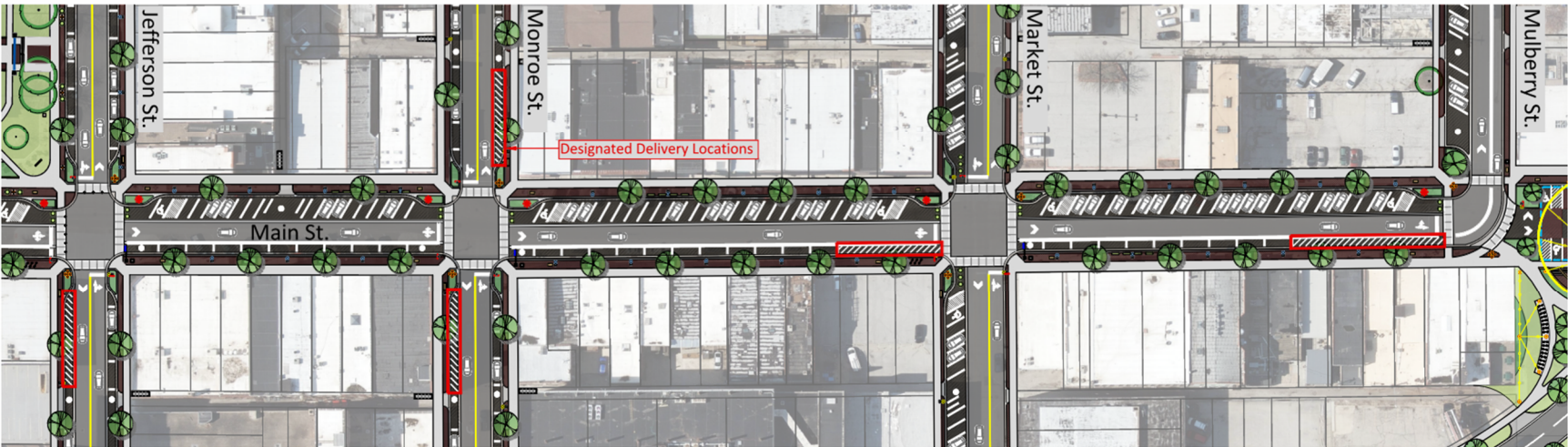
ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Parallel Parking Option





Consent Agenda Item No. 7.S.

For City Council: April 27, 2026

Ward Impacted: Ward 6
Ward 7

Subject: Consideration and Action on a Resolution Approving an Amendment to the Agreement with Stark Excavating, Inc. for the Construction of the Watermain Along the Illinois Department of Transportation US 51 Rehabilitation and Watermain Replacement Project (Bid #2026-09) with the City of Bloomington, IL, 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: City Council approved Resolution No. 2025-172, which authorized the original agreement with Stark Excavating, Inc., for the construction of the water main along the Illinois Department of Transportation ("IDOT") US 51 Rehabilitation and Watermain Replacement Project in the amount of \$15,565,550.

The Water Department is requesting City Council approval to revise the scope and associated cost of the Illinois Department of Transportation ("IDOT") US 51 Rehabilitation and Water Main Replacement Project (BID #2025-09) in order to better align the project with available budgeted funding levels while continuing to address critical infrastructure needs.

IDOT is currently in the design phase of the US 51 rehabilitation project, which extends through the City of Bloomington and is now anticipated to begin construction in the spring of 2026. Due to the extent of roadway reconstruction planned by IDOT, it remains necessary for the City to complete water main improvements in advance of roadway work to avoid future disruptions, additional costs, and redundant construction impacts.

The original Water Main Replacement Project scope included approximately 9,350 linear feet of water main replacement along the northbound and southbound lanes of US 51 from Division Street to Olive Street, as well as approximately 1,000 linear feet of water main improvements along key cross streets, including Division Street, Seminary Avenue, and Empire Street. The project also included full lead service line replacements (to 18 inches inside homes or buildings), installation of new curb stops, replacement or upsizing of water mains to a minimum of 8 inches or similar size, and associated system improvements, including valves, fittings, fire hydrants, and surface restoration.

Following the bidding process (Bid #2026-09), the City received a single bid from Stark Excavating, Inc. in an amount not to exceed \$15,565,550, which exceeded the anticipated budget for the project. In response, the Water Department conducted a comprehensive review

of the project scope to identify cost-saving opportunities while maintaining the overall objectives of the project.

The Water Department, in coordination with Farnsworth Group, Inc., the project design engineer, entered into discussions with Stark Excavating, Inc. to evaluate potential modifications to the project. Through this collaborative effort, all parties agreed upon a revised scope that reduces overall project costs while preserving the most critical infrastructure improvements necessary for system reliability and coordination with the IDOT project.

The revised scope prioritizes the replacement of the most critical water main segments and associated infrastructure improvements required to support the IDOT roadway work. Adjustments include deferring less critical segments, refining construction approaches where appropriate, and optimizing project sequencing to achieve cost efficiencies. Despite the reduced scope, the project will continue to address aging infrastructure, improve system reliability, support lead service line replacement efforts, and ensure compatibility with the upcoming IDOT roadway improvements. Completing this work in coordination with IDOT remains essential to minimize future disruptions and avoid significantly higher costs associated with reconstructing newly improved roadways.

- The reduction of \$4,695,251.45 reflects negotiated scope reductions and construction modifications identified after bid review. This change order removes or defers select non-critical segments of water main replacement, adjusts quantities based on refined design and field verification, and modifies construction methods where appropriate to improve efficiency. These changes were necessary to bring the overall project cost closer to available funding while maintaining the integrity and primary objectives of the project.
- The increase of \$17,825 includes a proposed modification to replace the originally specified 16-inch by 6-inch plug-tapped connection with a 2-inch tap. This adjustment is based on field conditions and operational considerations identified during final design coordination. The revised configuration provides a more appropriate and efficient connection for system operations and maintenance and simplifies installation. This change is not anticipated to significantly impact the overall project cost or schedule.

A 10% contingency remains included within the project budget to address unforeseen conditions that may arise during construction. Any unused contingency funds will remain with the City and will not be paid to the contractor.

Approval of this revised scope and the First Amendment to Agreement with Stark Excavating, Inc. reflects a collaborative and fiscally responsible approach, ensuring that the City advances critical infrastructure improvements while remaining aligned with available budget resources and long-term capital planning objectives.

Community Groups/Interested Persons Contacted: The request for bids was released on Wednesday, July 23, 2025, through the *OpenGov* portal and published in *The Pantagraph*. A public meeting was held on September 10, 2025, from 4:00 PM to 6:00 PM in the Government Center Boardroom.

Financial Impact: If approved, the First Amendment to Agreement with Stark Excavating, Inc., will result in a revised contract amount of \$10,888,123.55. A 10% contingency remains included within the project budget to address unforeseen conditions that may arise during construction. Any unused contingency funds will remain with the City and will not be paid to the contractor. This will be paid from the Water Transmission & Distribution-Water Main Construction account (50100120-72540). Purchase Order #20260344 will be adjusted to \$10,888,123.55 to reflect the two change orders approved as part of this memo. Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 135, 229, 287, 297, and 298.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Original Agreement
3. Resolution - Exhibit B - Amendment to Original Agreement
4. Amendment to Original Agreement - Exhibit B-1

RESOLUTION NO. 2026-_____

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH STARK
EVCAVATING, INC., FOR THE CONSTRUCTION OF THE WATERMAIN ALONG THE
ILLINOIS DEPARTMENT OF TRANSPORTATION US 51 REHABILITATION AND
WATERMAIN REPLACEMENT PROJECT (BID #2026-09)**

WHEREAS, the City of Bloomington (“City”), in preparation for replacement of the watermain in conjunction with the Illinois Department of Transportation (“IDOT”) rehabilitation work along U.S. 51, put the proposed watermain replacement project out for bid (Bid #2026-09); and

WHEREAS, as a result, the City received a single bid from Stark Excavating, Inc. (“Contractor”), and on October 13, 2025, the Council approved an agreement between the City and the Contractor (“Agreement”), for the construction of the Watermain Project (“Project”) in the amount of \$15,565,550, a copy of which is attached hereto as Exhibit A; and

WHEREAS, because of the extraordinary cost of the Project and because the single bid received was greater than the amount budgeted for the Project, Staff began working with the City’s design engineer, Farnsworth Group, Inc., to evaluate potential modifications to the Project; and

WHEREAS, subsequent discussions with the Contractor resulted in a revised scope of work that reduced overall Project costs while preserving the most critical infrastructure improvements necessary for system reliability and coordination with the IDOT Project; and

WHEREAS, the negotiated construction modifications reduced the total cost of the Project by \$4,677,376.45 for a total cost of \$10,888,123.55; and

WHEREAS, the parties desire to execute the Amendment to the Agreement (“Exhibit B”), to accurately reflect these reductions; and

WHEREAS, the City Council finds it in the best interests of the City to approve the Amendment to the Agreement (Exhibit B).

**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 their designee, is authorized to execute the Amendment to Agreement (Exhibit B), and any other documents necessary or required to complete the transaction described herein.

PASSED this 27th day of April 2026.

APPROVED this ___ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

RESOLUTION NO. 2025 - 172

A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE CONSTRUCTION OF THE WATERMAIN ALONG THE ILLINOIS DEPARTMENT OF TRANSPORTATION US 51 REHABILITATION AND WATERMAIN REPLACEMENT PROJECT (BID #2026-09), IN THE AMOUNT OF \$15,565,550

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Stark Excavating, Inc. ("Exhibit A") be approved for the construction of the watermain along the Illinois Department of Transportation US 51 Rehabilitation and Watermain Replacement Construction Project ("PROJECT") in the amount of \$15,565,550; and

WHEREAS, the PROJECT will include approximately 9,350 linear feet of existing 6-inch to 20-inch water main along the Northbound and Southbound lanes of US 51 from Division Street to Olive Street; and

WHEREAS, the PROJECT also will include approximately 1,000 linear feet of existing 6-inch to 16-inch water main along the cross streets (Division Street, Seminary Avenue, and Empire Street) connecting the Northbound and Southbound lanes of US 51; and

WHEREAS, the PROJECT replacement of the existing water main will be with a minimum 8-inch or similar size to the existing and include associated valves, fittings, fire hydrants, and other appurtenances, along with additional fire hydrants as required to meet City standards for spacing; and

WHEREAS, the PROJECT work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. 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.

SECTION 3. 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 October 2025.

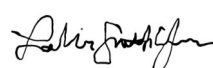
APPROVED this 26th day of October 2025.

CITY OF BLOOMINGTON



Dan Brady, Mayor

ATTEST



Leslie Yocum, City Clerk




EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
STARK EXCAVATING INC.**

**FOR
US 51 REHABILITATION AND WATERMAIN REPLACEMENT PROJECT**

THIS AGREEMENT, dated this ~~22~~ ^{26th} day of ~~XXXXXX~~ ^{October}, 202~~2~~⁵, 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:
US 51 Rehabilitation and Watermain Replacement Project, (Bid 2026-09) (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.
Attn: David Stark, Jr.
1805 W. Washington St.
Bloomington, IL 61701
dstarkir@starkcompanies

Copy to:

Wood, DeVary, Armstrong
Attn: David Armstrong
207 W Jefferson St #400
Bloomington, IL 61701
dsarmstrong@wdealawye

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: Jeff Jurgens
Its City Manager

ATTEST:

By: [Signature]
Its City Clerk



VENDOR

By: [Signature]
Its Vice President

By: [Signature]
Its Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The project consists of installing a total of 13,000 linear feet of water main along sections of northbound and southbound US (Bus.) Rt. 51 from Kentucky Alley to Division Street. Installation to include 498 feet of 6-inch water main, 3,486 feet of 8-inch water main, 1,076 feet of 10-inch water main, 4,909 feet of 12- inch water main, and 3,116 feet of 16-inch water main. This work also includes the installation of 98 service connections. Scope of work includes all procurement documents and addenda, specifications and drawings for the solicitation Bid #2026-09.

EXHIBIT B
COSTS/FEES

Line	Item Description	Quantity	Unit of Measure	Unit Cost	Total
1	ADJUSTING SANITARY SEWER 10" - 15"	100	LF	\$785.00	\$78,500.00
2	ADJUSTING SANITARY SEWER 8" OR LESS	200	LF	\$710.00	\$142,000.00
3	CLASS B PATCHES	10647	SQ YD	\$359.00	\$3,822,273.00
4	CONNECTION TO EXISTING WATER MAIN	3	EA	\$5,800.00	\$17,400.00
5	DI WM FITTINGS, 6" 45 DEG BEND	4	EA	\$550.00	\$2,200.00
6	DI WM FITTINGS, 6" 90 DEG BEND	5	EA	\$580.00	\$2,900.00
7	DI WM FITTINGS, 8" 11.25 DEG BEND	2	EA	\$610.00	\$1,220.00
8	DI WM FITTINGS, 8" 45 DEG BEND	16	EA	\$635.00	\$10,160.00
9	DI WM FITTINGS, 8" 90 DEG BEND	15	EA	\$685.00	\$10,275.00
10	DI WM FITTINGS, 10" 22.5 DEG BEND	1	EA	\$875.00	\$875.00
11	DI WM FITTINGS, 10" 45 DEG BEND	8	EA	\$885.00	\$7,080.00
12	DI WM FITTINGS, 10" 90 DEG BEND	1	EA	\$1,045.00	\$1,045.00
13	DI WM FITTINGS, 12" 11.25 DEG BEND	1	EA	\$1,075.00	\$1,075.00
14	DI WM FITTINGS, 12" 22.5 DEG BEND	2	EA	\$1,100.00	\$2,200.00
15	DI WM FITTINGS, 12" 45 DEG BEND	63	EA	\$1,170.00	\$73,710.00
16	DI WM FITTINGS, 12" 90 DEG BEND	9	EA	\$1,315.00	\$11,835.00
17	DI WM FITTINGS, 16" 11.25 DEG BEND	1	EA	\$2,170.00	\$2,170.00
18	DI WM FITTINGS, 16" 22.5 DEG BEND	2	EA	\$2,170.00	\$4,340.00
19	DI WM FITTINGS, 16" 45 DEG BEND	41	EA	\$2,195.00	\$89,995.00
20	DI WM FITTINGS, 16" 90 DEG BEND	4	EA	\$2,590.00	\$10,360.00
21	DI WM FITTINGS, REDUCER 8X4 INCH	3	EA	\$510.00	\$1,530.00
22	DI WM FITTINGS, REDUCER 8X6 INCH	9	EA	\$585.00	\$5,265.00
23	DI WM FITTINGS, REDUCER 10X8 INCH	1	EA	\$795.00	\$795.00
24	DI WM FITTINGS, REDUCER 12X6 INCH	1	EA	\$935.00	\$935.00
25	DI WM FITTINGS, REDUCER 12X10 INCH	2	EA	\$1,020.00	\$2,040.00
26	DI WM FITTINGS, TEE 6X6 INCH	2	EA	\$705.00	\$1,410.00
27	DI WM FITTINGS, TEE 8X6 INCH	14	EA	\$855.00	\$11,970.00
28	DI WM FITTINGS, TEE 8X8 INCH	6	EA	\$885.00	\$5,310.00
29	DI WM FITTINGS, TEE 10X6 INCH	3	EA	\$1,165.00	\$3,495.00
30	DI WM FITTINGS, TEE 10X8 INCH	2	EA	\$1,260.00	\$2,520.00
31	DI WM FITTINGS, TEE 10X10 INCH	1	EA	\$1,350.00	\$1,350.00
32	DI WM FITTINGS, TEE 12X6 INCH	29	EA	\$1,315.00	\$38,135.00
33	DI WM FITTINGS, TEE 12X8 INCH	6	EA	\$1,375.00	\$8,250.00
34	DI WM FITTINGS, TEE 12X10 INCH	1	EA	\$1,560.00	\$1,560.00
35	DI WM FITTINGS, TEE 12X12 INCH	2	EA	\$1,635.00	\$3,270.00
36	DI WM FITTINGS, TEE 16X6 INCH	9	EA	\$2,275.00	\$20,475.00
37	DI WM FITTINGS, TEE 16X8 INCH	3	EA	\$2,645.00	\$7,935.00
38	DI WM FITTINGS, TEE 16X12 INCH	7	EA	\$3,010.00	\$21,070.00
39	DI WM FITTINGS, TEE 16X16 INCH	2	EA	\$3,600.00	\$7,200.00
40	HYDRANT ASSEMBLY	42	EA	\$11,275.00	\$473,550.00
41	INSERTION VALVE, 16"	2	EA	\$52,300.00	\$104,600.00
42	LINE STOP, 4"	3	EA	\$10,600.00	\$31,800.00
43	LINE STOP, 6"	19	EA	\$11,050.00	\$209,950.00
44	LINE STOP, 8"	1	EA	\$11,600.00	\$11,600.00
45	LINE STOP, 10"	10	EA	\$16,750.00	\$167,500.00
46	LINE STOP, 12"	3	EA	\$16,750.00	\$50,250.00
47	LINE STOP, 16"	2	EA	\$30,250.00	\$60,500.00
48	LINE STOP, 20"	6	EA	\$35,500.00	\$213,000.00
49	MOBILIZATION	1	LS	\$1,371,486.58	\$1,371,486.58
50	PRE-CONSTRUCTION VIDEO	1	LS	\$8,800.00	\$8,800.00
51	RESILIENT WEDGE GATE VALVE, 8 INCH	11	EA	\$2,550.00	\$28,050.00
52	RESILIENT WEDGE GATE VALVE, 10 INCH	5	EA	\$3,650.00	\$18,250.00
53	RESILIENT WEDGE GATE VALVE, 12 INCH	23	EA	\$4,400.00	\$101,200.00

54	BUTTERFLY VALVE, 16"	10	EA	\$8,850.00	\$88,500.00
55	STORM MANHOLE, TY A, 4' DIA., TY 1 FRAME AND CLOSED LID	1	EA	\$9,100.00	\$9,100.00
56	STORM SEWER WMQ, 10 INCH	112	LF	\$363.00	\$40,656.00
57	STORM SEWER WMQ, 12 INCH	689	LF	\$375.00	\$258,375.00
58	STORM SEWER WMQ, 15 INCH	40	LF	\$537.00	\$21,480.00
59	TAPPING SLEEVE AND VALVE, 4 INCH	3	EA	\$8,375.00	\$25,125.00
60	TAPPING SLEEVE AND VALVE, 6 INCH	16	EA	\$8,850.00	\$141,600.00
61	TAPPING SLEEVE AND VALVE, 8 INCH	3	EA	\$10,200.00	\$30,600.00
62	TAPPING SLEEVE AND VALVE, 10 INCH	3	EA	\$13,550.00	\$40,650.00
63	TAPPING SLEEVE AND VALVE, 10X10X8 INCH	2	EA	\$11,550.00	\$23,100.00
64	TAPPING SLEEVE AND VALVE, 12 INCH	2	EA	\$16,225.00	\$32,450.00
65	TAPPING SLEEVE AND VALVE, 16 INCH	2	EA	\$35,225.00	\$70,450.00
66	TAPPING SLEEVE 16"X16"X12", AND VALVE 12"	1	EA	\$18,325.00	\$18,325.00
67	TAPPING SLEEVE 20X20X12, AND VALVE 12"	1	EA	\$22,700.00	\$22,700.00
68	TAPPING SLEEVE 20X20X16, AND VALVE 16"	1	EA	\$39,650.00	\$39,650.00
69	TRAFFIC CONTROL	1	LS	\$154,400.00	\$154,400.00
70	TRENCH BACKFILL	6834	CY	\$58.50	\$399,789.00
71	WATER MAIN, DI CL 52, 6 INCH	498	LF	\$202.00	\$100,596.00
72	WATER MAIN, DI CL 52, 8 INCH	3486	LF	\$203.25	\$708,529.50
73	WATER MAIN, DI CL 52, 10 INCH	1076	LF	\$213.00	\$229,188.00
74	WATER MAIN, DI CL 52, 12 INCH	4909	LF	\$255.00	\$1,251,795.00
75	WATER MAIN, DI CL 52, 16 INCH	3116	LF	\$321.00	\$1,000,236.00
76	WATER MAIN COVER DEPTH, 5<D<=7 FT	4256	LF	\$.01	\$42.56
77	WATER MAIN COVER DEPTH, 7<D<=9 FT	655	LF	\$.01	\$6.55
78	WATER MAIN COVER DEPTH, D>9 FT	331	LF	\$.01	\$3.31
79	WATER MAIN ENCASEMENT FOR 8" WM	75	LF	\$219.00	\$16,425.00
80	WATER MAIN ENCASEMENT FOR 10" WM	40	LF	\$266.00	\$10,640.00
81	WATER MAIN ENCASEMENT FOR 12" WM	311	LF	\$296.00	\$92,056.00
82	WATER MAIN ENCASEMENT FOR 16" WM	28	LF	\$470.00	\$13,160.00
83	WATER MAIN TO BE ABANDONED 4"	3	EA	\$5,450.00	\$16,350.00
84	WATER MAIN TO BE ABANDONED 6"	19	EA	\$6,275.00	\$119,225.00
85	WATER MAIN TO BE ABANDONED 8"	1	EA	\$5,575.00	\$5,575.00
86	WATER MAIN TO BE ABANDONED 10"	9	EA	\$11,175.00	\$100,575.00
87	WATER MAIN TO BE ABANDONED 12"	2	EA	\$10,050.00	\$20,100.00
88	WATER MAIN TO BE ABANDONED 16"	2	EA	\$8,450.00	\$16,900.00
89	WATER MAIN TO BE ABANDONED 20"	6	EA	\$16,800.00	\$100,800.00
90	WATER SERVICE, FIRE, 6"	8	EA	\$25,200.00	\$201,600.00
91	WATER SERVICE, LONG, 1"	15	EA	\$7,800.00	\$117,000.00
92	WATER SERVICE, LONG, 2"	22	EA	\$11,700.00	\$257,400.00
93	WATER SERVICE, SHORT, 1"	39	EA	\$4,950.00	\$193,050.00
94	WATER SERVICE, SHORT, 2"	14	EA	\$7,900.00	\$110,600.00
95	WATER SERVICE, PRIVATE PROPERTY	30	EA	\$8,000.00	\$240,000.00
96	WATER SERVICE AIR TEST, PRIVATE PROPERTY, 2" & UNDER	60	EA	\$2,600.00	\$156,000.00
97	WATER SERVICE AIR TEST, PRIVATE PROPERTY, OVER 2"	8	EA	\$4,225.00	\$33,800.00
98	INLET PROTECTION	130	EA	\$125.00	\$16,250.00
99	INLET TYPE A, TYPE 3 FRAME & GRATE	3	EA	\$3,000.00	\$9,000.00
100	CURB & GUTTER REMOVAL & REPLACEMENT - TEMPORARY	2995	LF	\$103.50	\$309,982.50
101	Contingency (10% of Base Bid)	1	LS	\$1,415,050.00	\$1,415,050.00
	Total				\$15,565,550.00

**AMENDMENT TO AGREEMENT WITH STARK EXCAVATING, INC. FOR THE
CONSTRUCTION OF THE WATERMAIN ALONG THE ILLINOIS DEPARTMENT OF
TRANSPORTATION US 51 REHABILITATION AND WATERMAIN REPLACEMENT
PROJECT (BID #2026-09)**

This Amendment, made and entered into this ____ day of April 2026, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY") and STARK EXCAVATING, INC., (hereinafter "CONTRACTOR"), WITNESSETH that:

RECITALS

WHEREAS, the CITY, in preparation for replacement of the watermain in conjunction with the Illinois Department of Transportation rehabilitation work along U.S. 51, put the proposed watermain replacement project out for bid (Bid #2026-09); and

WHEREAS, as a result, the City received a single bid from CONTRACTOR, and on October 13, 2025, the Council approved an agreement between the City and the Contractor (hereinafter referred to as "Agreement"), for the construction of the Watermain project in the amount of \$15,565,550, a copy of which is attached hereto; and

WHEREAS, the parties desire to amend the Scope of Work (Exhibit A to the Agreement) and the Costs and Fees of the project (Exhibit B to the Agreement), as itemized in the attached revised Exhibits A and B attached to this Amendment; and

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

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of the First Amendment as if fully set forth herein.
2. Amendments to Agreement:
 - a. Scope of Work. The Scope of Work (Exhibit A to the Agreement) is amended as follows:

The project consists of installing a total of 7,850 linear feet of water main along sections of northbound and southbound US (Bus.) Rt. 51 from Olive Street to Division Street. Installation to include 140 feet of 6-inch water main, 1,098 feet of 8-inch water main, 679 feet of 10-inch water main, 3,244 feet of 12-inch water main, and 2,681 feet of 16-inch water main. This work also includes the installation of 72 service connections. Scope of work includes all procurement documents and addenda, specifications and drawings for the solicitation Bid #2026-09.

b. Costs and Fees: The Cost and Fees (Exhibit B to the Agreement) are amended and replaced as set out in the Bid Tabulation attached hereto as Exhibit B-1.

3. The parties, intending legally to be bound, agree to amend the Agreement by incorporating the above and in all other respects, the Agreement shall remain unchanged and in full force and effect.

In Witness, the parties have executed this Amendment to the Agreement upon the date of the final signature.

CITY OF BLOOMINGTON

STARK EXCAVATING, INC.

By: _____
Its City Manager

Its _____

Date: _____

Date: _____

ATTEST:

Its City Clerk

US Rt. 51 Water Main Replacement (0240800.00) Bloomington, IL					Farnsworth Group Engineer's Estimate		Stark Excavating		Stark Excavating - Reduced Quantities	
LETTING: Wednesday, August 20, 2025 10:00 a.m. CST										
FARNSWORTH GROUP, INC. 2709 McGraw Drive, Bloomington, IL 61704										
Item No.	Description	Unit	Quantity	Quantity (Reduced)	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ADJUSTING SANITARY SEWER 10" - 15"	LF	100	100	\$900.00	\$90,000.00	\$785.00	\$78,500.00	\$785.00	\$78,500.00
2	ADJUSTING SANITARY SEWER 8" OR LESS	LF	200	200	\$600.00	\$120,000.00	\$710.00	\$142,000.00	\$710.00	\$142,000.00
3	CLASS B PATCHES	SQ YD	10,647	6,210	\$150.00	\$1,597,050.00	\$359.00	\$3,822,273.00	\$359.00	\$2,229,390.00
4	CONNECTION TO EXISTING WATER MAIN	EA	3	0	\$7,500.00	\$22,500.00	\$5,800.00	\$17,400.00	\$0.00	\$0.00
5	DI WM FITTINGS, 6" 45 DEG BEND	EA	4	2	\$600.00	\$2,400.00	\$550.00	\$2,200.00	\$550.00	\$1,100.00
6	DI WM FITTINGS, 6" 90 DEG BEND	EA	5	1	\$800.00	\$4,000.00	\$580.00	\$2,900.00	\$580.00	\$580.00
7	DI WM FITTINGS, 8" 11.25 DEG BEND	EA	2	0	\$900.00	\$1,800.00	\$610.00	\$1,220.00		\$0.00
8	DI WM FITTINGS, 8" 45 DEG BEND	EA	16	2	\$1,000.00	\$16,000.00	\$635.00	\$10,160.00	\$635.00	\$1,270.00
9	DI WM FITTINGS, 8" 90 DEG BEND	EA	15	6	\$1,000.00	\$15,000.00	\$685.00	\$10,275.00	\$685.00	\$4,110.00
10	DI WM FITTINGS, 10" 22.5 DEG BEND	EA	1	2	\$1,200.00	\$1,200.00	\$875.00	\$875.00	\$875.00	\$1,750.00
11	DI WM FITTINGS, 10" 45 DEG BEND	EA	8	10	\$1,300.00	\$10,400.00	\$885.00	\$7,080.00	\$885.00	\$8,850.00
12	DI WM FITTINGS, 10" 90 DEG BEND	EA	1	0	\$1,300.00	\$1,300.00	\$1,045.00	\$1,045.00		\$0.00
13	DI WM FITTINGS, 12" 11.25 DEG BEND	EA	1	1	\$1,300.00	\$1,300.00	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00
14	DI WM FITTINGS, 12" 22.5 DEG BEND	EA	2	2	\$1,300.00	\$2,600.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00
15	DI WM FITTINGS, 12" 45 DEG BEND	EA	63	52	\$1,500.00	\$94,500.00	\$1,170.00	\$73,710.00	\$1,170.00	\$60,840.00
16	DI WM FITTINGS, 12" 90 DEG BEND	EA	9	7	\$1,500.00	\$13,500.00	\$1,315.00	\$11,835.00	\$1,315.00	\$9,205.00
17	DI WM FITTINGS, 16" 11.25 DEG BEND	EA	1	0	\$2,000.00	\$2,000.00	\$2,170.00	\$2,170.00		\$0.00
18	DI WM FITTINGS, 16" 22.5 DEG BEND	EA	2	2	\$2,200.00	\$4,400.00	\$2,170.00	\$4,340.00	\$2,170.00	\$4,340.00
19	DI WM FITTINGS, 16" 45 DEG BEND	EA	41	37	\$2,500.00	\$102,500.00	\$2,195.00	\$89,995.00	\$2,195.00	\$81,215.00
20	DI WM FITTINGS, 16" 90 DEG BEND	EA	4	4	\$2,500.00	\$10,000.00	\$2,590.00	\$10,360.00	\$2,590.00	\$10,360.00
21	DI WM FITTINGS, REDUCER 8X4 INCH	EA	3	0	\$700.00	\$2,100.00	\$510.00	\$1,530.00		\$0.00
22	DI WM FITTINGS, REDUCER 8X6 INCH	EA	9	4	\$800.00	\$7,200.00	\$585.00	\$5,265.00	\$585.00	\$2,340.00
23	DI WM FITTINGS, REDUCER 10X6 INCH	EA	0	1		\$0.00		\$0.00	\$865.00	\$865.00
24	DI WM FITTINGS, REDUCER 10X8 INCH	EA	1	0	\$1,000.00	\$1,000.00	\$795.00	\$795.00		\$0.00
25	DI WM FITTINGS, REDUCER 12X6 INCH	EA	1	1	\$1,000.00	\$1,000.00	\$935.00	\$935.00	\$935.00	\$935.00
26	DI WM FITTINGS, REDUCER 12X10 INCH	EA	2	1	\$1,200.00	\$2,400.00	\$1,020.00	\$2,040.00	\$1,020.00	\$1,020.00
27	DI WM FITTINGS, TEE 6X6 INCH	EA	2	0	\$800.00	\$1,600.00	\$705.00	\$1,410.00		\$0.00
28	DI WM FITTINGS, TEE 8X6 INCH	EA	14	3	\$900.00	\$12,600.00	\$855.00	\$11,970.00	\$855.00	\$2,565.00
29	DI WM FITTINGS, TEE 8X8 INCH	EA	6	0	\$1,000.00	\$6,000.00	\$885.00	\$5,310.00		\$0.00
30	DI WM FITTINGS, TEE 10X6 INCH	EA	3	3	\$1,000.00	\$3,000.00	\$1,165.00	\$3,495.00	\$1,165.00	\$3,495.00
31	DI WM FITTINGS, TEE 10X8 INCH	EA	2	0	\$1,200.00	\$2,400.00	\$1,260.00	\$2,520.00		\$0.00
32	DI WM FITTINGS, TEE 10X10 INCH	EA	1	1	\$1,300.00	\$1,300.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00
33	DI WM FITTINGS, TEE 12X6 INCH	EA	29	17	\$1,400.00	\$40,600.00	\$1,315.00	\$38,135.00	\$1,315.00	\$22,355.00
34	DI WM FITTINGS, TEE 12X8 INCH	EA	6	4	\$1,500.00	\$9,000.00	\$1,375.00	\$8,250.00	\$1,375.00	\$5,500.00
35	DI WM FITTINGS, TEE 12X10 INCH	EA	1	0	\$1,700.00	\$1,700.00	\$1,560.00	\$1,560.00		\$0.00
36	DI WM FITTINGS, TEE 12X12 INCH	EA	2	2	\$2,000.00	\$4,000.00	\$1,635.00	\$3,270.00	\$1,635.00	\$3,270.00
37	DI WM FITTINGS, TEE 16X6 INCH	EA	9	9	\$2,800.00	\$25,200.00	\$2,275.00	\$20,475.00	\$2,275.00	\$20,475.00
38	DI WM FITTINGS, TEE 16X8 INCH	EA	3	3	\$3,000.00	\$9,000.00	\$2,645.00	\$7,935.00	\$2,645.00	\$7,935.00
39	DI WM FITTINGS, TEE 16X12 INCH	EA	7	3	\$3,200.00	\$22,400.00	\$3,010.00	\$21,070.00	\$3,010.00	\$9,030.00
40	DI WM FITTINGS, TEE 16X16 INCH	EA	2	0	\$3,500.00	\$7,000.00	\$3,600.00	\$7,200.00		\$0.00
41	HYDRANT ASSEMBLY	EA	42	27	\$9,600.00	\$403,200.00	\$11,275.00	\$473,550.00	\$11,750.00	\$317,250.00
42	INSERTION VALVE, 16"	EA	2	0	\$35,000.00	\$70,000.00	\$52,300.00	\$104,600.00		\$0.00
43	LINE STOP, 4"	EA	3	0	\$4,000.00	\$12,000.00	\$10,600.00	\$31,800.00		\$0.00
44	LINE STOP, 6"	EA	19	7	\$5,000.00	\$95,000.00	\$11,050.00	\$209,950.00	\$11,050.00	\$77,350.00
45	LINE STOP, 8"	EA	1	1	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$11,600.00	\$11,600.00
46	LINE STOP, 10"	EA	10	7	\$18,000.00	\$180,000.00	\$16,750.00	\$167,500.00	\$16,750.00	\$117,250.00
47	LINE STOP, 12"	EA	3	1	\$25,000.00	\$75,000.00	\$16,750.00	\$50,250.00	\$16,750.00	\$16,750.00
48	LINE STOP, 16"	EA	2	0	\$30,000.00	\$60,000.00	\$30,250.00	\$60,500.00		\$0.00
49	LINE STOP, 20"	EA	6	4	\$35,000.00	\$210,000.00	\$35,500.00	\$213,000.00	\$35,500.00	\$142,000.00
50	MOBILIZATION	LS	1	1	\$40,000.00	\$40,000.00	\$1,371,486.58	\$1,371,486.58	\$1,276,670.00	\$1,276,670.00
51	PRE-CONSTRUCTION VIDEO	LS	1	1	\$2,500.00	\$2,500.00	\$8,800.00	\$8,800.00	\$7,100.00	\$7,100.00
52	RESILIENT WEDGE GATE VALVE, 6 INCH	EA	0	1					\$1,780.00	\$1,780.00

Item No.	Description	Unit	Quantity	Quantity (Reduced)	Unit Price	Total	Unit Price	Total	Unit Price	Total
53	RESILIENT WEDGE GATE VALVE, 8 INCH	EA	11	6	\$3,500.00	\$38,500.00	\$2,550.00	\$28,050.00	\$2,550.00	\$15,300.00
54	RESILIENT WEDGE GATE VALVE, 10 INCH	EA	5	0	\$5,000.00	\$25,000.00	\$3,650.00	\$18,250.00		\$0.00
55	RESILIENT WEDGE GATE VALVE, 12 INCH	EA	23	17	\$6,500.00	\$149,500.00	\$4,400.00	\$101,200.00	\$4,400.00	\$74,800.00
56	BUTTERFLY VALVE, 16"	EA	10	8	\$27,000.00	\$270,000.00	\$8,850.00	\$88,500.00	\$8,850.00	\$70,800.00
57	STORM MANHOLE, TY A, 4' DIA., TY 1 FRAME AND CLOSED LID	EA	1	1	\$10,000.00	\$10,000.00	\$9,100.00	\$9,100.00	\$9,100.00	\$9,100.00
58	STORM SEWER WMQ, 10 INCH	LF	112	58	\$250.00	\$28,000.00	\$363.00	\$40,656.00	\$375.00	\$21,750.00
59	STORM SEWER WMQ, 12 INCH	LF	689	372	\$250.00	\$172,250.00	\$375.00	\$258,375.00	\$381.00	\$141,732.00
60	STORM SEWER WMQ, 15 INCH	LF	40	40	\$300.00	\$12,000.00	\$537.00	\$21,480.00	\$537.00	\$21,480.00
61	TAPPING SLEEVE AND VALVE, 4 INCH	EA	3	1	\$4,000.00	\$12,000.00	\$8,375.00	\$25,125.00	\$8,375.00	\$8,375.00
62	TAPPING SLEEVE AND VALVE, 6 INCH	EA	16	8	\$4,500.00	\$72,000.00	\$8,850.00	\$141,600.00	\$8,850.00	\$70,800.00
63	TAPPING SLEEVE AND VALVE, 8 INCH	EA	3	3	\$5,000.00	\$15,000.00	\$10,200.00	\$30,600.00	\$10,200.00	\$30,600.00
64	TAPPING SLEEVE AND VALVE, 10 INCH	EA	3	2	\$6,000.00	\$18,000.00	\$13,550.00	\$40,650.00	\$13,550.00	\$27,100.00
65	TAPPING SLEEVE AND VALVE, 10X10X8 INCH	EA	2	0	\$6,500.00	\$13,000.00	\$11,550.00	\$23,100.00		\$0.00
66	TAPPING SLEEVE AND VALVE, 12 INCH	EA	2	0	\$7,000.00	\$14,000.00	\$16,225.00	\$32,450.00		\$0.00
67	TAPPING SLEEVE AND VALVE, 16 INCH	EA	2	1	\$30,000.00	\$60,000.00	\$35,225.00	\$70,450.00	\$35,225.00	\$35,225.00
68	TAPPING SLEEVE 16"X16"X12", AND VALVE 12"	EA	1	1	\$15,000.00	\$15,000.00	\$18,325.00	\$18,325.00	\$18,325.00	\$18,325.00
69	TAPPING SLEEVE 20"X20"X8", AND VALVE 8"	EA	0	1		\$0.00		\$0.00	\$19,000.00	\$19,000.00
70	TAPPING SLEEVE 20X20X12, AND VALVE 12"	EA	1	1	\$18,000.00	\$18,000.00	\$22,700.00	\$22,700.00	\$22,700.00	\$22,700.00
71	TAPPING SLEEVE 20X20X16, AND VALVE 16"	EA	1	1	\$35,000.00	\$35,000.00	\$39,650.00	\$39,650.00	\$39,650.00	\$39,650.00
72	TRAFFIC CONTROL	LS	1	1	\$150,000.00	\$150,000.00	\$154,400.00	\$154,400.00	\$131,758.28	\$131,758.28
73	TRENCH BACKFILL	CY	6,834	5,636	\$100.00	\$683,400.00	\$58.50	\$399,789.00	\$64.50	\$363,522.00
74	WATER MAIN, DI CL 52, 6 INCH	LF	498	140	\$200.00	\$99,600.00	\$202.00	\$100,596.00	\$210.00	\$29,400.00
75	WATER MAIN, DI CL 52, 8 INCH	LF	3,486	1,098	\$225.00	\$784,350.00	\$203.25	\$708,529.50	\$212.50	\$233,325.00
76	WATER MAIN, DI CL 52, 10 INCH	LF	1,076	679	\$250.00	\$269,000.00	\$213.00	\$229,188.00	\$214.00	\$145,306.00
77	WATER MAIN, DI CL 52, 12 INCH	LF	4,909	3,244	\$275.00	\$1,349,975.00	\$255.00	\$1,251,795.00	\$255.00	\$827,220.00
78	WATER MAIN, DI CL 52, 16 INCH	LF	3,116	2,681	\$325.00	\$1,012,700.00	\$321.00	\$1,000,236.00	\$321.00	\$860,601.00
79	WATER MAIN COVER DEPTH, 5<D<=7 FT	LF	4,256	1,687	\$25.00	\$106,400.00	\$0.01	\$42.56	\$0.01	\$16.87
80	WATER MAIN COVER DEPTH, 7<D<=9 FT	LF	655	485	\$30.00	\$19,650.00	\$0.01	\$6.55	\$0.01	\$4.85
81	WATER MAIN COVER DEPTH, D>9 FT	LF	331	155	\$40.00	\$13,240.00	\$0.01	\$3.31	\$0.01	\$1.55
82	WATER MAIN ENCASEMENT FOR 8" WM	LF	75	29	\$100.00	\$7,500.00	\$219.00	\$16,425.00	\$219.00	\$6,351.00
83	WATER MAIN ENCASEMENT FOR 10" WM	LF	40	20	\$110.00	\$4,400.00	\$266.00	\$10,640.00	\$281.00	\$5,620.00
84	WATER MAIN ENCASEMENT FOR 12" WM	LF	311	267	\$125.00	\$38,875.00	\$296.00	\$92,056.00	\$303.50	\$81,034.50
85	WATER MAIN ENCASEMENT FOR 16" WM	LF	28	28	\$150.00	\$4,200.00	\$470.00	\$13,160.00	\$470.00	\$13,160.00
86	WATER MAIN TO BE ABANDONED 4"	EA	3	0	\$5,000.00	\$15,000.00	\$5,450.00	\$16,350.00		\$0.00
87	WATER MAIN TO BE ABANDONED 6"	EA	19	7	\$6,000.00	\$114,000.00	\$6,275.00	\$119,225.00	\$5,900.00	\$41,300.00
88	WATER MAIN TO BE ABANDONED 8"	EA	1	1	\$8,000.00	\$8,000.00	\$5,575.00	\$5,575.00	\$5,575.00	\$5,575.00
89	WATER MAIN TO BE ABANDONED 10"	EA	9	7	\$10,000.00	\$90,000.00	\$11,175.00	\$100,575.00	\$11,350.00	\$79,450.00
90	WATER MAIN TO BE ABANDONED 12"	EA	2	1	\$15,000.00	\$30,000.00	\$10,050.00	\$20,100.00	\$10,250.00	\$10,250.00
91	WATER MAIN TO BE ABANDONED 16"	EA	2	0	\$25,000.00	\$50,000.00	\$8,450.00	\$16,900.00		\$0.00
92	WATER MAIN TO BE ABANDONED 20"	EA	6	4	\$35,000.00	\$210,000.00	\$16,800.00	\$100,800.00	\$17,000.00	\$68,000.00
93	WATER SERVICE, FIRE, 6"	EA	8	3	\$18,000.00	\$144,000.00	\$25,200.00	\$201,600.00	\$32,000.00	\$96,000.00
94	WATER SERVICE, LONG, 1"	EA	15	8	\$8,000.00	\$120,000.00	\$7,800.00	\$117,000.00	\$8,050.00	\$64,400.00
95	WATER SERVICE, LONG, 2"	EA	22	16	\$10,000.00	\$220,000.00	\$11,700.00	\$257,400.00	\$12,600.00	\$201,600.00
96	WATER SERVICE, SHORT, 1"	EA	39	33	\$5,000.00	\$195,000.00	\$4,950.00	\$193,050.00	\$5,000.00	\$165,000.00
97	WATER SERVICE, SHORT, 2"	EA	14	12	\$8,000.00	\$112,000.00	\$7,900.00	\$110,600.00	\$8,250.00	\$99,000.00
98	WATER SERVICE, PRIVATE PROPERTY	EA	30	22	\$10,500.00	\$315,000.00	\$8,000.00	\$240,000.00	\$8,200.00	\$180,400.00
99	WATER SERVICE AIR TEST, PRIVATE PROPERTY, 2" & UNDER	EA	60	43	\$1,200.00	\$72,000.00	\$2,600.00	\$156,000.00	\$2,600.00	\$111,800.00
100	WATER SERVICE AIR TEST, PRIVATE PROPERTY, OVER 2"	EA	8	8	\$1,800.00	\$14,400.00	\$4,225.00	\$33,800.00	\$4,225.00	\$33,800.00
101	INLET PROTECTION	EA	130	76	\$500.00	\$65,000.00	\$125.00	\$16,250.00	\$125.00	\$9,500.00
102	INLET TYPE A, TYPE 3 FRAME & GRATE	EA	3	3	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
103	CURB & GUTTER REMOVAL & REPLACEMENT - TEMPORARY	LF	2,995	2,613	\$125.00	\$374,375.00	\$103.50	\$309,982.50	\$103.50	\$270,445.50
104	CONTINGENCY (10% OF BASE BID)	LS	1	1		\$1,110,646.50		\$1,415,050.00		\$1,415,050.00
1A	16"X6" TEE WITH A 6" PLUG TAPPED 2"	EA	0	31					\$575.00	\$17,825.00
TOTAL BASE BID =						\$12,217,111.50		\$15,565,550.00		\$10,888,123.55



Consent Agenda Item No. 7.T.

For City Council: April 27, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Authorizing the City of Bloomington to Increase the Borrow Funds from the Public Water Supply Loan Program from \$9,000,000 to an Amount Not to Exceed \$11,500,000, for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, as requested by the Water Department.

Recommended Motion: The proposed 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:

If approved, this request reflects an increase from the previously anticipated borrowing level of \$9,000,000 to \$11,500,000. During the bidding phase of the project, construction bids were received that were higher than initial engineering estimates, driven by current market conditions, including increased material costs, labor demands, and overall construction pricing trends. Rather than returning to Council at a later date for additional authorization, this adjustment is being made proactively to ensure the City has sufficient financial capacity to fully complete the Census Tract 59 Phase 1 Lead Service Line Replacement Project as designed and bid. This approach provides greater project certainty, avoids potential delays, and maintains alignment with construction schedules.

Key financial considerations include:

- Funding Source: IEPA Public Water Supply Loan Program (State Revolving Fund)
- Authorized Amount: Not to Exceed \$11,500,000
- Previous Estimate: \$9,000,000
- Repayment Source: Water System Revenues
- Loan Term: Up to 30 Years
- Interest Rate: 0% Interest Financing

The availability of 0% interest financing over a 30-year term significantly reduces the long-term cost of the project and provides a substantial financial benefit to the City and its ratepayers. Repayment of the loan will be made solely from Water System revenues and does not constitute a general obligation debt of the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact:

The proposed ordinance authorizes the City to borrow up to **\$11,500,000** through the IEPA Public Water Supply Loan Program. Key financial considerations include:

- **Funding Source:** IEPA Public Water Supply Loan Program (State Revolving Fund)
- **Requested Increase in Authorization:** This ordinance reflects an increase from prior authorization levels (previously up to \$9,000,000) to ensure sufficient funding capacity for the full project scope and associated eligible costs
- **Repayment Source:** Revenues generated from the Water System
- **Loan Term:** Up to 30 years at 0% Interest

The IEPA loan program provides **low-interest financing**, and portions of the project may be eligible for **principal forgiveness**, reducing the overall financial impact to the City. Repayment of the loan will be made solely from Water System revenues and **does not constitute a general obligation debt** of the City.

Attachments:

1. Ordinance

ORDINANCE NUMBER 2026 - ____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON TO INCREASE THE BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM FROM \$9,000,000 TO AN AMOUNT NOT TO EXCEED \$11,500,000, FOR THE CENSUS TRACT 59 PHASE 1 LEAD SERVICE LINE REPLACEMENT PROJECT

WHEREAS, the City of Bloomington, McLean County, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of Article VII of the Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The replacement of approximately 600 lead service lines within the boundaries of Census Tract 59

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Bloomington, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses, is \$11,286,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 40 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency (“IEPA”), the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$11,500,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the IEPA.

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

SECTION 1. INCORPORATION OF PREAMBLES: The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$11,500,000.

SECTION 3. ADDITIONAL ORDINANCES: The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amend this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency (“IEPA”), prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the IEPA.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY: Repayment of the loan to IEPA by the City pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN: Jeff Jurgens, the City Manager for the City of Bloomington, is hereby authorized to make application to the IEPA for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT: The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS: The City has outstanding bonds that are payable from revenues of the system, but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT: The MAYOR is hereby authorized and directed to execute the Loan Agreement with IEPA. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the IEPA in connection with this loan.

SECTION 9. SEVERABILITY: If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 11. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 12. This Ordinance shall take effect immediately after approval and publication as required by law.

SECTION 13. 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 27th day of April, 2026.

APPROVED this _____ day of April, 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Consent Agenda Item No. 7.U.

For City Council: April 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving a Real Estate Purchase by the City, for the Property Commonly Known as 717 South Clayton Street, in Preparation for Phase 6 of the East Street Detention Basin and Sewer Project (Clayton Miller Basin), in the Amount of \$165,480 (PIN: 21-09-231-013), as requested by the Engineering Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

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

Objective 2c. Functional, well maintained sewer collection system

Background: If approved, the City will move forward with purchasing the property located at 717 South Clayton Street (PIN: 21-09-231-013). The real estate purchase is necessary for Phase 6 of the East Street Detention Basin and Sewer Project (Clayton Miller Basin). The City plans to construct Phase 6 in Fiscal Year 2028. The project involves adding a new stormwater basin in the area and upgrading the pipes that carry stormwater to the main sewer system. These improvements will help direct more runoff into the basin during heavy rain, easing pressure on the existing sewer network. During a typical heavy storm, the project is expected to greatly reduce basement backups and street flooding. It will also provide extra storage capacity to help manage even larger storms.

A licensed real estate appraiser completed an appraisal of the property on September 30, 2025. Using the sales comparison approach, the appraised value was determined to be \$155,000. The subject property's adjusted current market value range was determined to be between \$150,680 and \$165,480. City staff presented the appraisal findings and a purchase offer in the amount of \$155,000 to the executor of the estate. The executor submitted a counteroffer of \$275,000. The City rejected the counteroffer and submitted its best and final offer in the amount of \$165,480, which was accepted by the executor of the estate. City staff believes that the purchase serves the best interest of the City and the public. The terms of the purchase are considered fair and reasonable.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This is a Fiscal Year 2027 Item. If approved, the City will move forward with purchasing 717 South Clayton Street, in the amount of \$165,480 (PIN 21-09-231-013). This expense will be split evenly at \$82,740 each between the ENG-Sanitary Sewer Fund-Land Acquisition account (51101101-72510) and the ENG-Storm Water Fund-Land Acquisition account (53103101-72510). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 108, 118, 170, 171, 261, 266, 267, 273, 278, and 279.

Attachments:

1. Ordinance
2. Ordinance - Exhibit C - Purchase Agreement
3. Ordinance - Exhibit D - Appraisal Report

ORDINANCE NO. 2026 -

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE BY THE CITY, FOR THE PROPERTY COMMONLY KNOWN AS 717 SOUTH CLAYTON STREET, IN PREPARATION FOR THE MULTI-PHASE EAST STREET DETENTION BASIN AND SEWER PROJECT, IN THE AMOUNT OF \$165,480 (PIN: 21-09-231-013)

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

WHEREAS, the City must acquire the parcel located at 717 South Clayton Street (PIN: 21-09-231-013), legally described in Exhibit A and depicted in Exhibit B, to complete Phase 6 of the East Street Detention Basin and Sewer Improvement Project, which is proposed to be constructed in Fiscal Year 2028 and involves adding a new stormwater basin in the area and upgrading the pipes that carry stormwater to the main sewer system; and

WHEREAS, the terms for such acquisition are set forth in the Purchase Agreement (Exhibit C); and

WHEREAS, a licensed real estate appraiser completed an appraisal of the property on September 30, 2025; and

WHEREAS, using the sales comparison approach, the appraised value was determined to be \$155,000 with a market value range between \$150,680 and \$165,480 as documented in the Appraisal Report (Exhibit D); and

WHEREAS, City staff presented the appraisal findings and a purchase offer in the amount of \$155,000 to the executor of the estate who returned a counteroffer in the amount of \$275,000 on January 26, 2026; and

WHEREAS, City staff rejected the counteroffer and presented its final and best offer in the amount of \$165,480, which was accepted by executor of the estate; and

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

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

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

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

SECTION 2. That the Purchase Agreement described in Exhibit C is hereby approved and the City Manager is authorized to execute the Agreement and any other documents necessary to complete the transaction described herein.

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

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

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

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

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOT 4 OF CASTLE'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

PIN: 21-09-231-013

EXHIBIT B

Site Plan

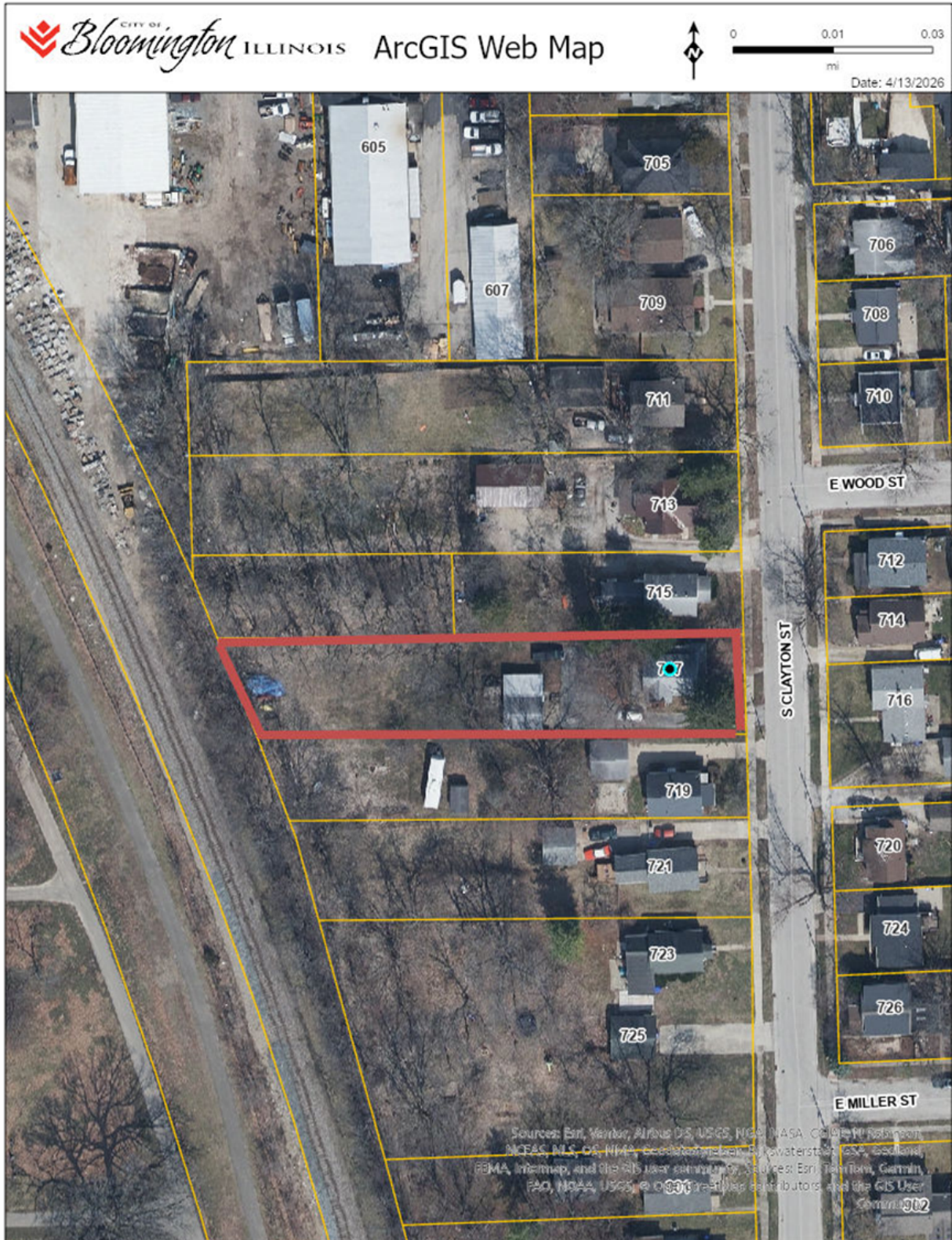


EXHIBIT C

PURCHASE AGREEMENT
717 South Clayton Street
PIN No. 21-09-231-013

Sellers: Estate of Patricia A. Shepherd, Deceased
Barbara Spurling, Executor

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

Seller agrees to sell and Buyer agrees to purchase the property commonly referred to as 717 South Clayton Street, in the City of Bloomington, McLean County, Illinois, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). The price of said purchase shall be One Hundred Sixty-Five Thousand Four Hundred Eighty Dollars (\$165,480.00). This Agreement shall be effective upon the date it has been signed by an authorized representative of each party.

CONDITIONS OF AGREEMENT

1. **Payment of Purchase Price:** Upon the effective date of this Agreement, Buyer shall pay the sum of three percent (3%) of the gross purchase amount (\$4,964.40) as earnest money, payable to Alliance Land Title. Said earnest money shall be immediately returned to Buyer if this transaction is unable to close within ninety (90) days of the date of this Agreement due to no fault of Seller. The balance of the purchase price shall be payable at the time of Closing, in the form of a check or certified funds, upon tender to Buyer of a good and sufficient **Executor's Deed** warranting clear title to the above-referenced real estate.
2. **Closing and Possession:** Except upon Agreement of all parties, the sale shall be closed within ninety (90) days of the effective date of this Agreement and possession transferred on said date. The premises shall be in substantially the same condition as on the date of this Agreement, normal wear and tear excepted.
3. **Items Included in Sale:** The real estate at the location commonly referred to as 717 South Clayton Street in the City of Bloomington, McLean County, Illinois, together with all improvements and personal property located thereon on the date of Closing. Following said Closing, buyer may dispose of all improvements and personal property as buyer sees fit. Buyer is not relying on the existence, condition, or value of any buildings, structures, improvements, fixtures, or personal property located on the Property. Buyer and Seller agree that sale is "as is" and no repairs or credit for repairs is contemplated as part of this Agreement.
4. **Real Estate Taxes:** At Closing, Seller shall provide Buyer with a credit for the first installment of the 2025 real estate taxes, in an amount equal to the first installment of the 2024 taxes (\$819.72). Buyer shall be responsible for all other real estate taxes and all special assessments, if any, that may become due subsequent to Closing.

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

otherwise required to fulfill Seller's obligations hereunder, have full authority to bind Seller to such obligations and to so act on behalf of Seller;

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

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

- a. The persons executing this Agreement on behalf of the Buyer, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Buyer's obligations hereunder, have full authority to bind the Buyer to such obligations and to so act on behalf of the Buyer;
- b. The Buyer has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and

- c. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Buyer, will not result in a breach or default under any agreement to which the Buyer is a party or to which the Buyer is bound, and will not violate any restriction, court order, or agreement to which the Buyer is subject.

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

14. General Provisions

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

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

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

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

City of Bloomington
c/o City Manager
115 E. Washington St., Ste 402
Bloomington, IL 61701
cc: Corporation Counsel

Estate of Patricia A. Shepherd, Deceased
c/o Barbara Spurling, Executor
1313 S CENTER ST.
BLOM, IL 61701
Julia Davis
409 S. Prospect, Suite F
Bloomington, IL 61704

- b. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
- c. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflict of laws rules of, the State of Illinois.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the exchange of properties between the City and seller and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.
- e. Incorporation of Exhibits. Exhibit A attached to this Agreement is incorporated into and made a part of this Agreement by this reference.
- f. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- g. Calendar Days and Time. Any reference herein to a “day” or to “days” means a calendar day or days and not a business day or days.
- h. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and entered into this Real Estate Exchange Agreement to take effect on the date first above written, for the uses and purposes set forth above.

SELLER:

Barbara Spurling, Executor Date: 3-24-26.

Barbara Spurling, Executor of the Estate of
Patricia A. Sheperd, Deceased

BUYER:

_____ Date: _____

City of Bloomington, Illinois
An Authorized Signatory

Exhibit "A"

Legal Description of Subject Property:

LOT 4 OF CASTLE'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST
¼ OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD
PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS.

PIN: 21-09-231-013

EXHIBIT D

APPRAISAL OF REAL PROPERTY



LOCATED AT

717 S Clayton St
Bloomington, IL 61701

Lot 4 of Castle's Sub of part of the East 1/2 of the Northeast 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal M

FOR

City of Bloomington
PO Box 3157
Bloomington, IL 61702

OPINION OF VALUE

\$155,000

AS OF

September 30, 2025

BY

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

Client	City of Bloomington	File No.	25CityofBloomington209
Property Address	717 S Clayton St		
City	Bloomington	County	McLean
Appraiser	Tim J. Nord	State	IL
		Zip Code	61701

TABLE OF CONTENTS

Cover Page	1
GP Residential	2
Additional Comparables 4-6	5
GP Residential Certifications Addendum	6
General Text Addendum	8
State Map	9
State Map	10
Neighborhood Map	11
Neighborhood Map	12
Subject Overhead View	13
Flood Map	14
Plat Map	15
Zoning Map	16
Building Sketch (Page - 1)	17
Building Sketch (Page - 2)	18
Building Sketch (Page - 3)	19
Building Sketch (Page - 4)	20
Subject Photos	21
Subject Photos	22
Subject Photos	23
Subject Photos	24
Subject Photos	25
Subject Photos	26
Subject Photos	27
Subject Photos	28
Subject Photos	29
Subject Photos	30
Interior Photos	31
Interior Photos	32
Interior Photos	33
Interior Photos	34
Interior Photos	35
Interior Photos	36
Interior Photos	37
Interior Photos	38
Interior Photos	39
Comparable Sales Map	40
Comparable Photos 1-3	41
Comparable Photos 4-6	42
Appraiser's License and Qualifications	43
UAD Additional Appraiser Definitions Addendum	44

RESIDENTIAL APPRAISAL REPORT

File No.: 25CityofBloomington209

Property Address: 717 S Clayton St	City: Bloomington	State: IL	Zip Code: 61701
County: McLean	Legal Description: Lot 4 of Castle's Sub of part of the East 1/2 of the Northeast 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian.		
Tax Year: 2024	R.E. Taxes: \$ 1,639.44	Special Assessments: \$ 0	Borrower (if applicable): N/A
Current Owner of Record: Terry W. & Patricia A. Shepherd		Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	<input type="checkbox"/> Manufactured Housing
Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ 0	<input type="checkbox"/> per year <input type="checkbox"/> per month
Market Area Name: Castle's Subdivision		Map Reference: 14010	Census Tract: 0059.00

The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)	
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)	
Intended Use: Current market valuation of real estate for the purpose of determining a potential sale price for the property.	
Intended User(s) (by name or type): The client, the City of Bloomington.	
Client: City of Bloomington	Address: PO Box 3157, Bloomington, IL 61702
Appraiser: Tim J. Nord	Address: 2510 W Washington St, Bloomington, IL 61705

Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	One-Unit Housing: PRICE \$000, AGE (yrs) 30 Low 35, 275 High 125, 140 Pred 100	Present Land Use: One-Unit 70%, 2-4 Unit %, Multi-Unit 10%, Comm'l 10%, Cemetery 10%	Change in Land Use: <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	* To: _____	
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):		

The Market Area Boundaries are Oakland Avenue to the north, Hannah Street (US Highway 150) to the east, Lincoln Street to the south, and the railroad tracks/Evergreen Cemetery to the west. The subject's market area is stable, has average appeal/demand, and competes effectively with similar market areas in Bloomington-Normal. The subject conforms to the general area. The subject is surrounded by single-family and mixed-residential areas, a cemetery to the west, and manufacturing to the northwest. Bloomington is home to State Farm Insurance Companies, Illinois Wesleyan University, and OSF St. Joseph Medical Center, with a population of 80,000 as of 2024. Normal is home to Illinois State University and its nearly 28,000 full time students, as well as Rivian Automotive, Heartland Community College, and Carle BroMenn Medical Center. Normal's population as of 2024 was 52,573. Interest rates have recently slightly decreased for the first time in the last few years and are currently between 6% - 7%, which will hopefully help the buying market. There are many local and national banks competing in this market area. With a limited supply of homes on the market we have been in sellers' market with most homes getting offers within the first week of being listed.

Dimensions: 60' x 295' x 65' x 318'	Site Area: 18,300 sf
Zoning Classification: R-1C	Description: Single-Family Residence District - See attached addenda.
Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ground Rent (if applicable) \$ /
Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)	

Actual Use as of Effective Date: Single-Family Residential Dwelling	Use as appraised in this report: Single-Family Residential Dwelling
Summary of Highest & Best Use: The highest and best legal, physical and financial use as vacant or improved is for single-family residential dwelling use.	

<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Ameren</td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Nicor Gas</td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City of Bloomington</td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City of Bloomington</td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City of Bloomington</td> </tr> </table>	Utilities	Public	Other	Provider/Description	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ameren	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nicor Gas	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Bloomington	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Bloomington	Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Bloomington	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> <tr> <td>Street</td> <td>Asphalt/Blacktop</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Curb/Gutter</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Sidewalk</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Street Lights</td> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Off-site Improvements	Type	Public	Private	Street	Asphalt/Blacktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Lights	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Topography</th> <th>Slopes to Rear</th> </tr> <tr> <td>Size</td> <td>16,500 sf</td> </tr> <tr> <td>Shape</td> <td>Rectangular</td> </tr> <tr> <td>Drainage</td> <td>Appears Adequate</td> </tr> <tr> <td>View</td> <td>Residential</td> </tr> </table>	Topography	Slopes to Rear	Size	16,500 sf	Shape	Rectangular	Drainage	Appears Adequate	View	Residential
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Drainage	Appears Adequate																																																											
View	Residential																																																											

Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)	FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X	FEMA Map # 17113C0501E	FEMA Map Date 07/16/2008
--	---	------------------------	--------------------------

Site Comments: Basement does have water when storm drain backs up. Items are on Blocks in basement. Railroad tracts are in the rear. Large rear yard behind detached garage. No adverse easements, encroachments, and special assessments uses were noted. The appraiser is not an environmental inspector. The appraisal does not guarantee that the property is free of defects or environmental problems.

General Description # of Units: 1 <input type="checkbox"/> Acc. Unit # of Stories: 1.5 Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> Design (Style): 1.5 Story <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons. Actual Age (Yrs.): 100 Effective Age (Yrs.): 25	Exterior Description Foundation: CCBlock/Avg Exterior Walls: Metal/Avg Roof Surface: AsphaltShngl/Avg Gutters & Dwnspts: Metal/Avg Window Type: DblHng/Vnl/Avg Storm/Screens: Yes/Avg	Foundation Slab: N/A Crawl Space: N/A Basement: Full Sump Pump: <input checked="" type="checkbox"/> Dampness: <input checked="" type="checkbox"/> Prior Settlement: N/A Infestation: N/A	Basement <input type="checkbox"/> None Area Sq. Ft.: 734 % Finished: 0 Ceiling: Wood Joists Walls: Block/Brick Floor: Brick/Dirt Outside Entry: Cellar Door	Heating Type: FWA Fuel: Gas Cooling Central Air Other: Yes
--	--	--	--	--

Interior Description Floors: Lam/Gd,Cpt/Avg Walls: Plstr,Pnl,Drywall/Avg Trim/Finish: Wood/Avg Bath Floor: Lam,VnylTI/Avg Bath Wainscot: Fbrglss,SolidSrfc/Avg Doors: Wood/Avg	Appliances Refrigerator: <input checked="" type="checkbox"/> Range/Oven: <input checked="" type="checkbox"/> Dishwasher: <input checked="" type="checkbox"/> Fan/Hood: <input checked="" type="checkbox"/> Microwave: <input checked="" type="checkbox"/> Washer/Dryer: <input checked="" type="checkbox"/>	Attic <input type="checkbox"/> None Stairs: <input type="checkbox"/> Drop Stair <input type="checkbox"/> Scuttle <input checked="" type="checkbox"/> Floor: <input type="checkbox"/> Heated <input type="checkbox"/> Finished <input type="checkbox"/>	Amenities Fireplace(s) #: 1 Woodstove(s) #: 0 Patio: None Deck: Wood w/Ramp Porch: Covered Fence: None Pool: None	Car Storage <input type="checkbox"/> None Garage # of cars (7 Tot.) Attach: 0 Detach: 2 Cars+Storage Blt.-In: 0 Carport: 0 Driveway: 5 Cars Surface: Asphalt
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Finished area above grade contains: 7 Rooms	3 Bedrooms	2.0 Bath(s)	1,599 Square Feet of Gross Living Area Above Grade
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Additional features: Wheel chair ramp, heated garage with additional storage.

Describe the condition of the property (including physical, functional and external obsolescence): See attached addenda.



RESIDENTIAL APPRAISAL REPORT

File No.: 25CityofBloomington209

TRANSFER HISTORY	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): Public Records	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject property has no history of sales or transfers within the last three years to comment on according to the County Assessor's Office.
	Date: N/A	
	Price: N/A	The comparable sales have no history of sales within the year prior to the comparable sale date to comment on according to the County Assessor's Office.
	Source(s): Public Records	
	2nd Prior Subject Sale/Transfer	

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	717 S Clayton St Bloomington, IL 61701	704 E Oakland Ave Bloomington, IL 61701			806 E Olive St Bloomington, IL 61701			11 Felton Pl Bloomington, IL 61701		
Proximity to Subject		0.23 miles N			0.46 miles N			0.29 miles NE		
Sale Price	\$ N/A	\$ 89,000			\$ 120,000			\$ 127,000		
Sale Price/GLA	\$ N/A /sq.ft.	\$ 67.02 /sq.ft.			\$ 68.49 /sq.ft.			\$ 95.63 /sq.ft.		
Data Source(s)	Public Records	Public Records			Public Records			Public Records		
Verification Source(s)	Site Visit	MLS#12422152/DOM 4			MLS#12321054/DOM 2			MLS#12129864/DOM 9		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.			
Sales or Financing Concessions	N/A	Cash		Renovation Loan		Conventional				
	N/A	None Noted		None Noted		None Noted				
Date of Sale/Time	N/A	08/15/2025		06/11/2025		09/27/2024				
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple				
Location	Residential	Residential/BusySt	+5,000	Residential		Residential				
Site	18,300 sf	5,408 sf	+7,500	6,104 sf	+7,500	7,636 sf	+7,500			
View	Residential	Residential		Residential		Residential/Comm	+2,500			
Design (Style)	1.5 Story	2 Story		2 Story		2 Story				
Quality of Construction	Average	Average		Average/Minus	+5,000	Average				
Age	100	105		105		95				
Condition	Average	Average/Minus	+7,500	Fair/Average	+20,000	Average				
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths				
Room Count	7 3 2.0	7 3 1.0	+3,500	7 4 1.5	-1,500	6 3 1.2	-500			
Gross Living Area	1,599 sq.ft.	1,328 sq.ft.	+10,840	1,752 sq.ft.	-6,120	1,328 sq.ft.	+10,840			
Basement & Finished Rooms Below Grade	734sf/0sf Unfinished	624sf/0sf Unfinished	+1,100	847sf/0sf Unfinished	-1,130	750sf/425sfin Fam	-160 -3,500			
Functional Utility	Average	Average		Average		Average				
Heating/Cooling	FWA/Central Air	FWA/Central Air		FWA/Central Air		FWA/Central Air				
Energy Efficient Items	Standard	Standard		Standard		Standard				
Garage/Carport	2CarDet/Htd/Storg	None	+17,500	2 Car Detached	+7,500	2 Car Detached	+7,500			
Porch/Patio/Deck	CvPr,EnclPr	EnclPr,Fence	+500	EnclPr	+1,500	CvrdPorch,Deck	+1,000			
Fireplace(s)	1 Fireplace	0 Fireplaces	+2,500	0 Fireplaces	+2,500	1 Fireplace				
Exterior Siding	Metal	Vinyl	-2,000	Vinyl	-2,000	Vinyl	-2,000			
Out Building(s)	2SmPortableSheds	Shed	0	None	+500	None	+500			
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 53,940	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 33,750	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 23,680			
Adjusted Sale Price of Comparables			\$ 142,940		\$ 153,750		\$ 150,680			

Summary of Sales Comparison Approach Five comparable sales were used which are similar to the subject and located in the subject's market area. No timing adjustment was made as the comparables used are less than 18 months old. Interest rates have leveled off after a period of trending upward. There are very few homes on the market available in the subject's market range and size.

Comparable #1 has a Location adjustment due to being located on a busy main road. Comparables #3 and #5 have an adjustment due to being located adjacent to commercial properties.

The subject lot is nearly 3 times larger than Comparables #1 - #4 and Site adjustments were made accordingly.

An adjustment for Construction Quality was made to Comparables #2 as the subject has superior construction details.

Adjustments have been made for Condition as needed: Comparable #1 needs updated flooring, bathroom and kitchen. Comparable #2 is near fair condition as the walls need patched and painted, kitchen is much older than the subject, windows are older and flooring needs replaced throughout. Comparables #4 and #5 have updated flooring and updated paint which is superior to the subject.

An adjustment has been made based on the following square footage: \$40/sf for above grade and \$10/sf for basements. This adjustment is based on sales over the past 24 months within the subject's market area.

Family Room/Recreation @ \$3,500, Full Baths @ \$3,500, Half Baths @ \$2,000, Bedrooms @ \$3,500, Fireplaces @ \$2,500, Wood Stove @ \$1,500, Additional Garage Bay @ \$5,000, Attached/Detached @\$2,500, and Basement and Porch/Deck Amenities as noted.

Siding and Outbuilding adjustments as noted.

After all adjustments have been completed, the subject compares favorably with all the comparable sales. The subject's adjusted current market value range after removing the highest and lowest is between \$150,680 and \$165,480.

The current market value of the subject has been determined to be \$155,000.

Indicated Value by Sales Comparison Approach \$ 155,000



RESIDENTIAL APPRAISAL REPORT

File No.: 25CityofBloomington209

COST APPROACH TO VALUE (if developed) [X] The Cost Approach was not developed for this appraisal. Provide adequate information for replication of the following cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Contributory value of land in the subject's market segment is based on a review of local vacant land sales, allocation method of current sales in the subject's market area, and a review of records from the McLean County Assessor's Office, Illinois. The assessor's land value is the assessed value of \$16,838 multiplied by 3, which for the 2024 tax year would be rounded to \$50,000. This land value used for property taxing purposes. ESTIMATED [] REPRODUCTION OR [] REPLACEMENT COST NEW OPINION OF SITE VALUE = \$ DWELLING Sq.Ft. @ \$ = \$ Source of cost data: Effective date of cost data: Sq.Ft. @ \$ = \$ Quality rating from cost service: Comments on Cost Approach (gross living area calculations, depreciation, etc.): Sq.Ft. @ \$ = \$ Economic Life is based on a 55-year life span. The Remaining Economic Life is estimated at 30 years. The Effective Age of the subject is 25 years. Sq.Ft. @ \$ = \$ Garage/Carport Sq.Ft. @ \$ = \$ Total Estimate of Cost-New = \$ Less Physical Functional External Depreciation = \$() Depreciated Cost of Improvements = \$ "As-is" Value of Site Improvements = \$ Estimated Remaining Economic Life (if required): 30 Years INDICATED VALUE BY COST APPROACH = \$

INCOME APPROACH TO VALUE (if developed) [X] The Income Approach was not developed for this appraisal. Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach Summary of Income Approach (including support for market rent and GRM): There are ample sales in the subject's market area to support the sales approach. The income approach was not applicable due to the subject most likely being a single family dwelling with owner occupancy.

PROJECT INFORMATION FOR PUDs (if applicable) [] The Subject is part of a Planned Unit Development. Legal Name of Project: Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach \$ 155,000 Cost Approach (if developed) \$ Income Approach (if developed) \$ Final Reconciliation After all adjustments have been completed, the subject compares favorably with all the comparable sales. The subject's adjusted current market value range after removing the highest and lowest is between \$150,680 and \$165,480. The current market value of the subject has been determined to be \$155,000. This appraisal is made [X] "as is", [] subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, [] subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, [] subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: As-Is Basis [] This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 155,000, as of: 09/30/2025, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 44 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report. Attached Exhibits: [X] Scope of Work [X] Limiting Cond./Certifications [] Narrative Addendum [X] Photograph Addenda [X] Sketch Addendum [X] Map Addenda [X] Additional Sales [] Cost Addendum [X] Flood Addendum [] Manuf. House Addendum [] Hypothetical Conditions [] Extraordinary Assumptions [X] Appraiser Definition Addendum []

Client Contact: Dominic Kallas Client Name: City of Bloomington E-Mail: dkallas@cityblm.org Address: PO Box 3157, Bloomington, IL 61702 APPRAISER SIGNATURES: Appraiser Name: Tim J. Nord Company: Nord Appraisal Services LLC Phone: (309) 846-8711 Fax: E-Mail: tnord@nordappraisalservices.com Date of Report (Signature): 10/14/2025 License or Certification #: 553.002806 State: IL Designation: Certified General Real Estate Appraiser Expiration Date of License or Certification: 09/30/2027 Inspection of Subject: [X] Interior & Exterior [] Exterior Only [] None Date of Inspection: 09/30/2025 SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date of Report (Signature): License or Certification #: State: Designation: Expiration Date of License or Certification: Inspection of Subject: [] Interior & Exterior [] Exterior Only [] None Date of Inspection:

Assumptions, Limiting Conditions & Scope of Work

File No.: 25CityofBloomington209

Property Address: 717 S Clayton St

City: Bloomington

State: IL

Zip Code: 61701

Client: City of Bloomington

Address: PO Box 3157, Bloomington, IL 61702

Appraiser: Tim J. Nord

Address: 2510 W Washington St, Bloomington, IL 61705

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifications

File No.: 25CityofBloomington209

Property Address: 717 S Clayton St	City: Bloomington	State: IL	Zip Code: 61701
Client: City of Bloomington	Address: PO Box 3157, Bloomington, IL 61702		
Appraiser: Tim J. Nord	Address: 2510 W Washington St, Bloomington, IL 61705		

APPRAISER'S CERTIFICATION:

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

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

Additional Certifications:


DEFINITION OF MARKET VALUE *:

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

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

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

Client Contact: <u>Dominic Kallas</u>	Client Name: <u>City of Bloomington</u>
E-Mail: <u>dkallas@cityblm.org</u>	Address: <u>PO Box 3157, Bloomington, IL 61702</u>

<p>APPRAISER</p>  <p>Appraiser Name: <u>Tim J. Nord</u></p> <p>Company: <u>Nord Appraisal Services LLC</u></p> <p>Phone: <u>(309) 846-8711</u> Fax: _____</p> <p>E-Mail: <u>tnord@nordappraisalservices.com</u></p> <p>Date Report Signed: <u>10/14/2025</u></p> <p>License or Certification #: <u>553.002806</u> State: <u>IL</u></p> <p>Designation: <u>Certified General Real Estate Appraiser</u></p> <p>Expiration Date of License or Certification: <u>09/30/2027</u></p> <p>Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None</p> <p>Date of Inspection: <u>09/30/2025</u></p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____</p> <p>Company: _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p> <p>Date Report Signed: _____</p> <p>License or Certification #: _____ State: _____</p> <p>Designation: _____</p> <p>Expiration Date of License or Certification: _____</p> <p>Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None</p> <p>Date of Inspection: _____</p>
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SIGNATURES

Supplemental Addendum

File No. 25CityofBloomington209

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				

Intended Use/User:

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

GP Residential: Site Description - Zoning Description:

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

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

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

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

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

• GP Residential: Description of the Improvements - Property Condition

Exterior has been well maintained with updates. Covered porch has an area shown in photos which needs attention. Roof is average condition. Windows have been updated. Large rear yard with large 2 car heated garage with additional storage. Long asphalt drive to detached garage with additional side parking. Interior has updated bathroom on main level with walk-in shower. New laminate flooring on the main level. Drop tile ceiling tiles on main level with paneling and drywall. Second floor has older carpet with plaster walls and some drywall. Bathroom on second floor has been updated in last 15 years. No obsolescence was observed, the mechanicals are assumed to be in working order. The appraiser is not a home inspector. Some knob and tube observed in the basement with older turn style fuses. Basement is unfinished. Closed porch in rear is finished but no heat observed. Basement is unfinished with brick floor and signs of prior water. There is an interior stairway and rear cellar stairs to access basement.

Note Regarding Comparable Photographs:

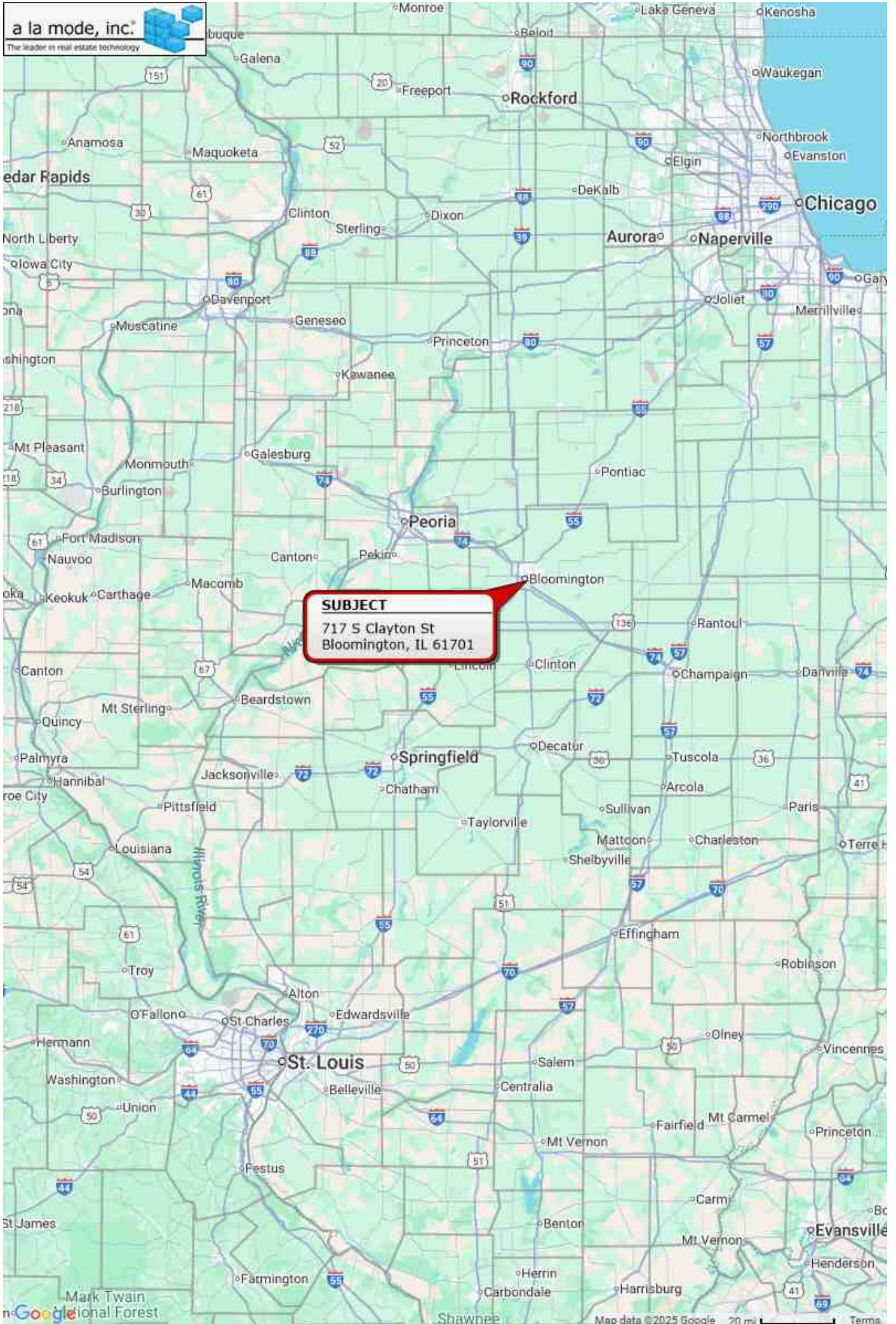
Whenever possible, the appraiser includes photographs taken on the date of the exterior inspection of the comparable sale properties. At times, it is not possible or prudent to include the appraiser's recent inspection photo of a comparable sale in certain situations. For example, when there is a person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

ANSI Measuring Standards:

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

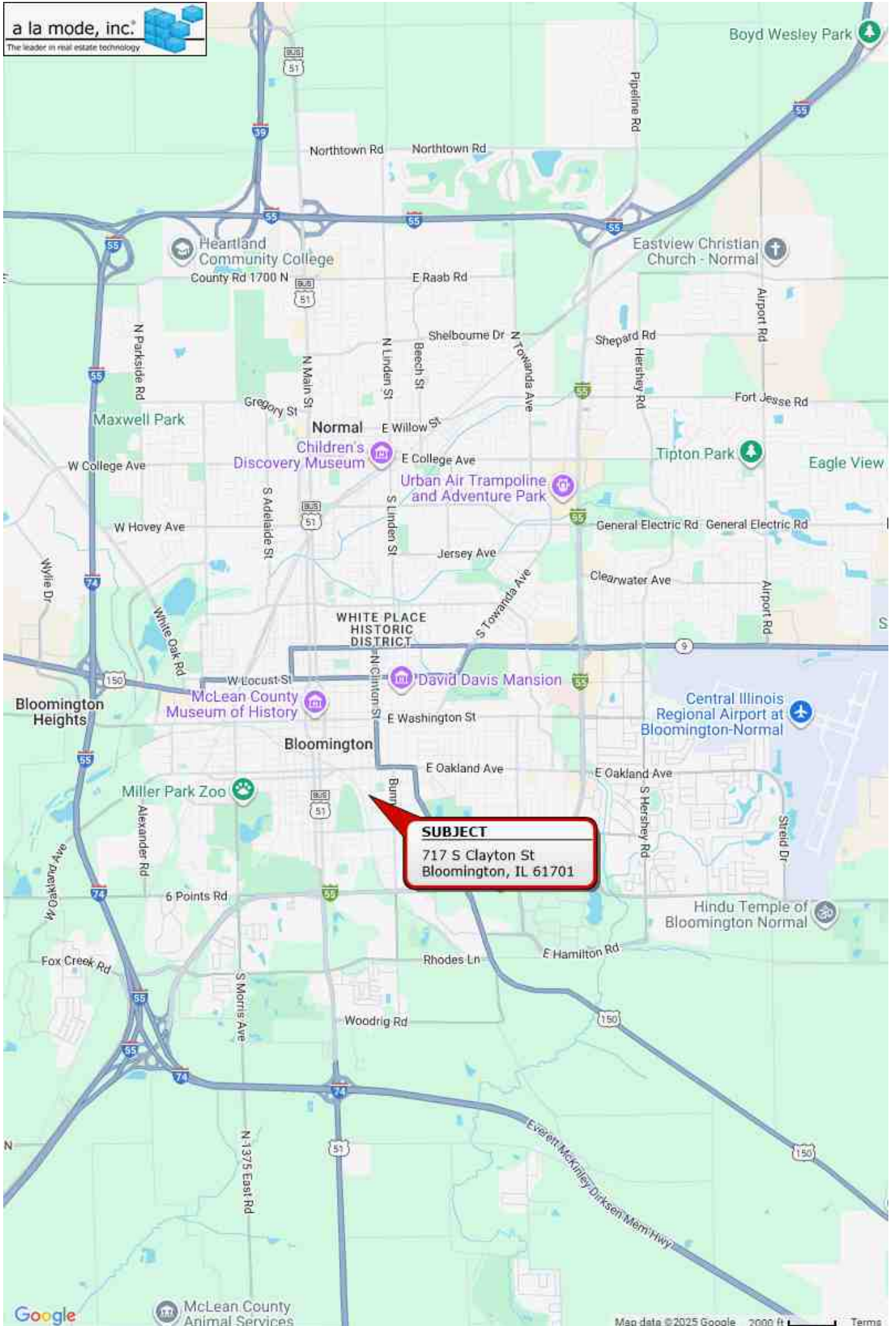
State Map

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



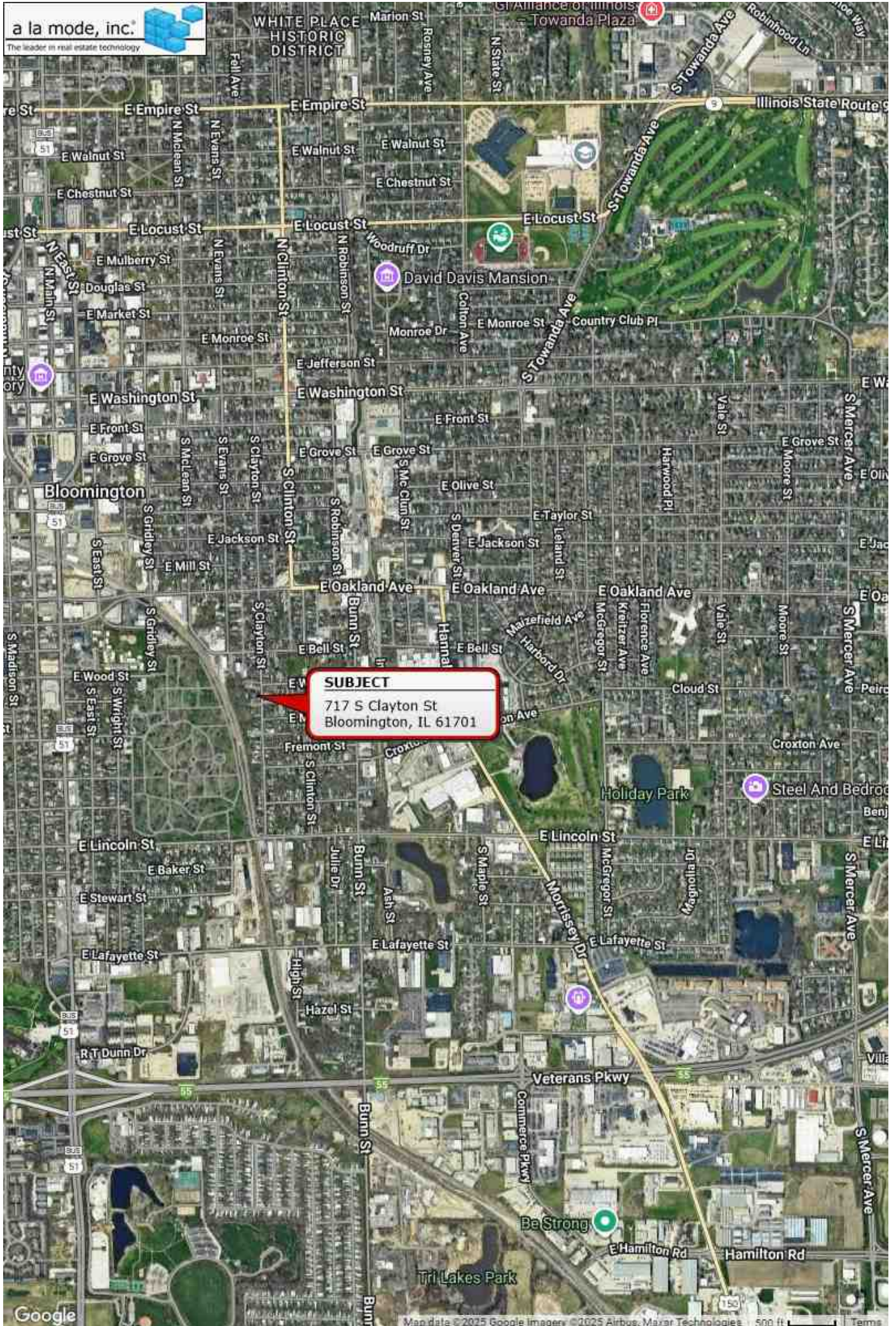
State Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Neighborhood Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Neighborhood Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Overhead View

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Flood Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						

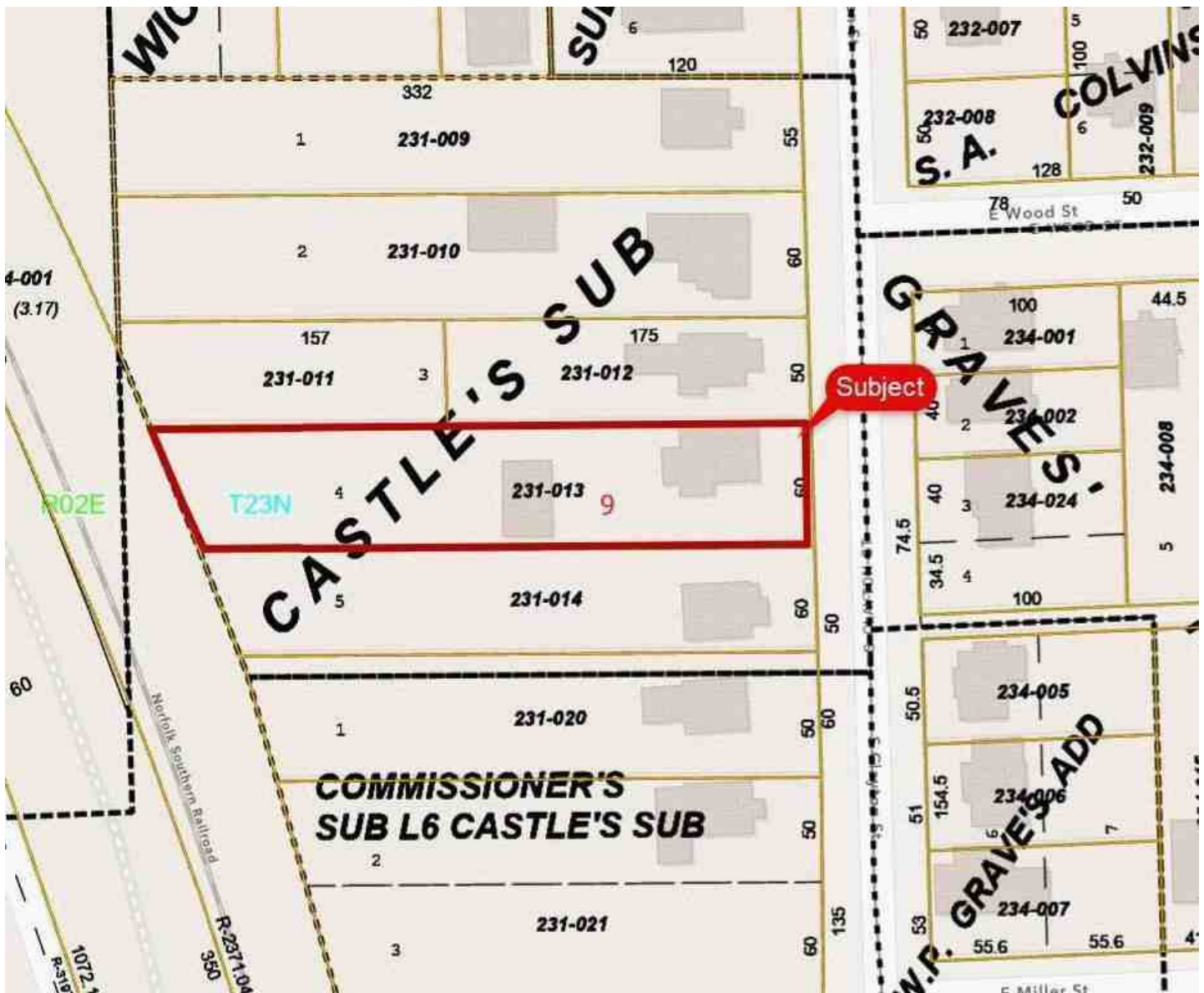


MAP DATA	MAP LEGEND	
FEMA Special Flood Hazard Area: No	 Areas inundated by 500-year flooding	 Protected Areas
Map Number: 17113C0501E	 Areas inundated by 100-year flooding	 Floodway
Zone: X	 Velocity Hazard	 Subject Area
Map Date: July 16, 2008		
FIPS: 17113		

Powered by CoreLogic®

Plat Map

Client	City of Bloomington		
Property Address	717 S Clayton St		
City	Bloomington	County McLean	State IL Zip Code 61701
Appraiser	Tim J. Nord		



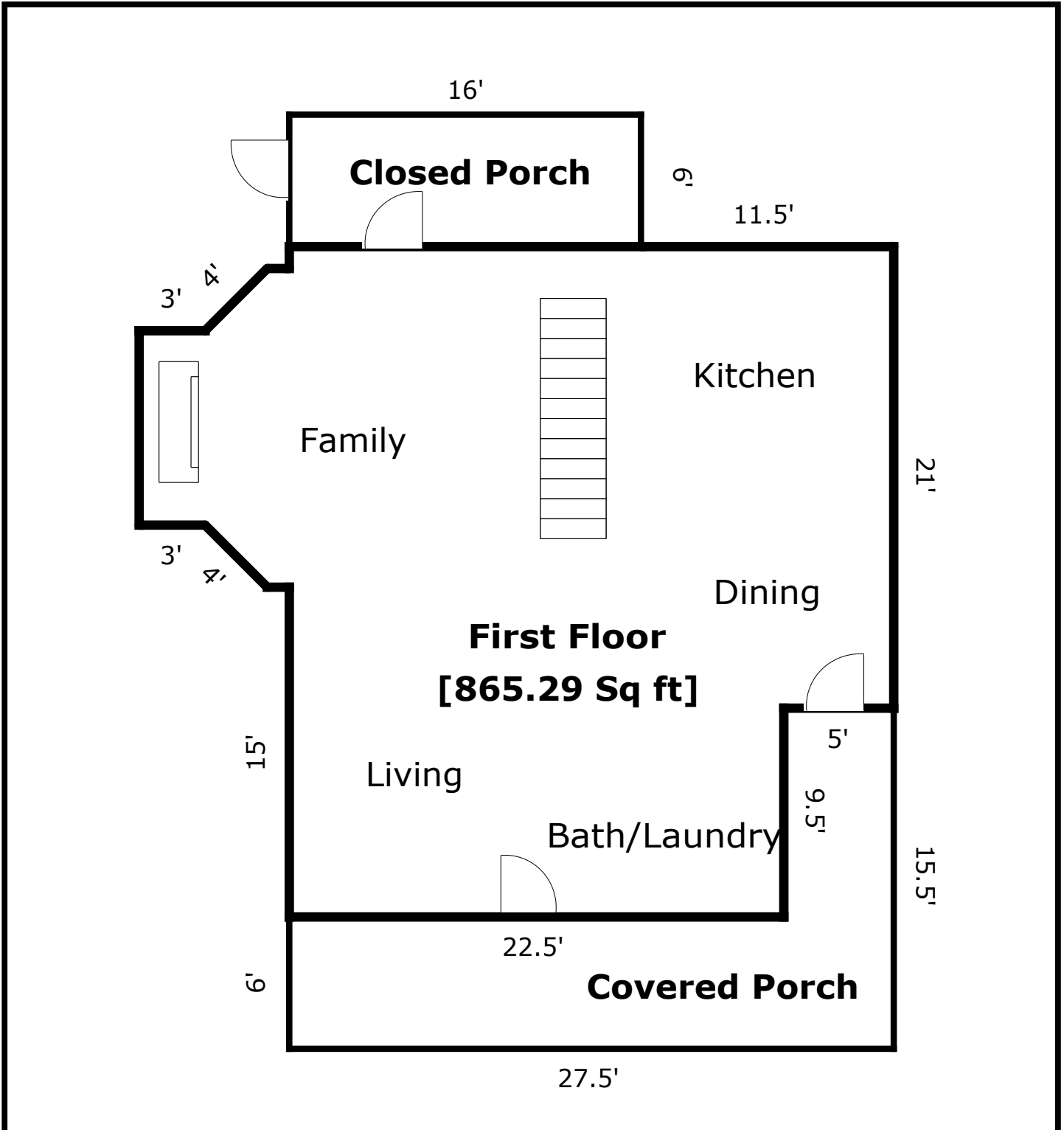
Zoning Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Building Sketch (Page - 1)

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



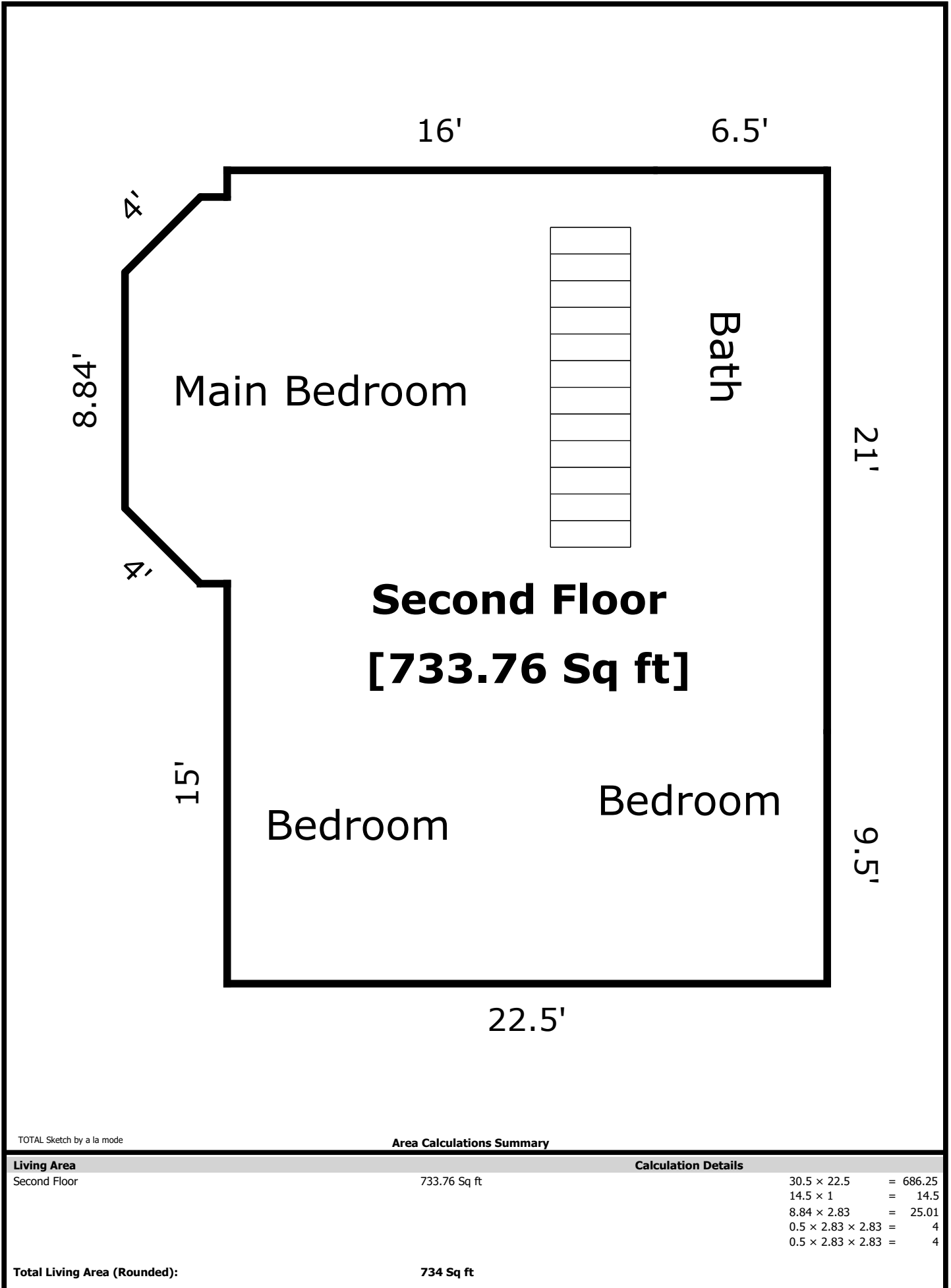
TOTAL Sketch by a la mode

Area Calculations Summary

Non-living Area			
First Floor	865.29 Sq ft		
		22.5×9.5	$= 213.75$
		21×27.5	$= 577.5$
		8.84×3	$= 26.53$
		14.5×1	$= 14.5$
		8.84×2.83	$= 25.01$
		$0.5 \times 2.83 \times 2.83$	$= 4$
		$0.5 \times 2.83 \times 2.83$	$= 4$
Covered Porch	212.5 Sq ft	5×9.5	$= 47.5$
		6×27.5	$= 165$
Closed Porch	96 Sq ft	16×6	$= 96$

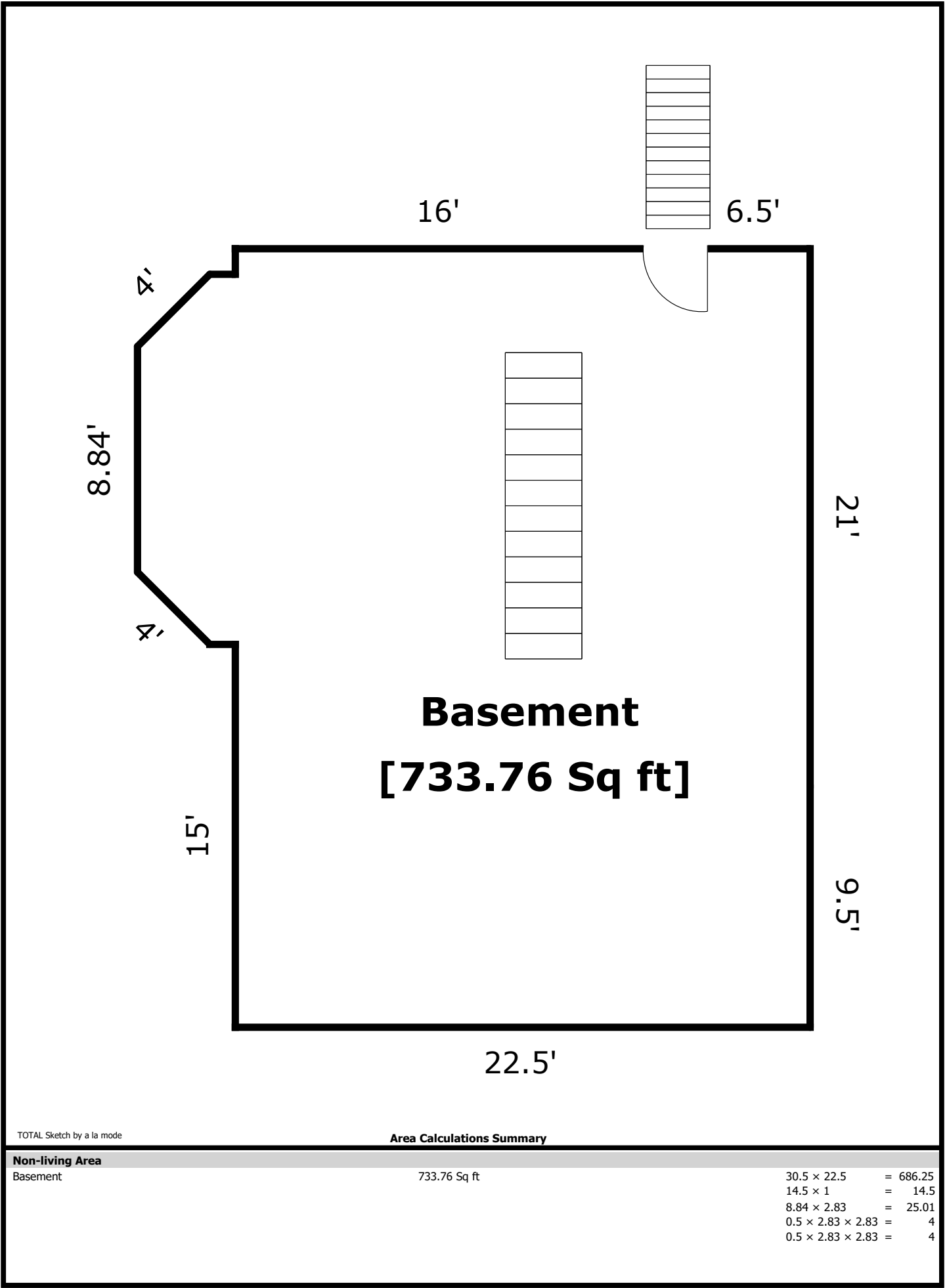
Building Sketch (Page - 2)

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Building Sketch (Page - 3)

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



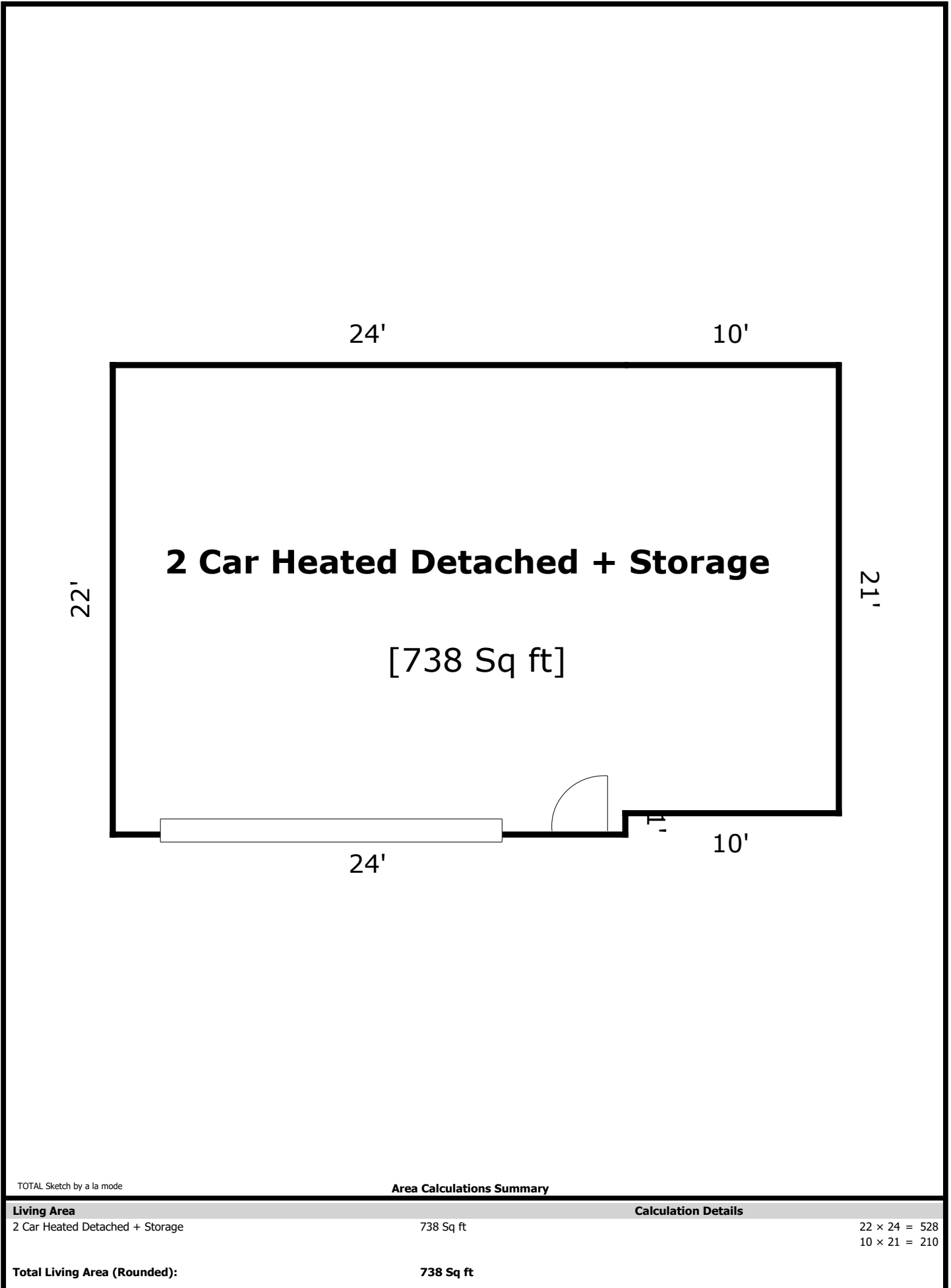
TOTAL Sketch by a la mode

Area Calculations Summary

Non-living Area			
Basement	733.76 Sq ft		
		30.5×22.5	= 686.25
		14.5×1	= 14.5
		8.84×2.83	= 25.01
		$0.5 \times 2.83 \times 2.83$	= 4
		$0.5 \times 2.83 \times 2.83$	= 4

Building Sketch (Page - 4)

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area	Calculation Details	
2 Car Heated Detached + Storage	738 Sq ft	22 × 24 = 528 10 × 21 = 210
Total Living Area (Rounded):	738 Sq ft	

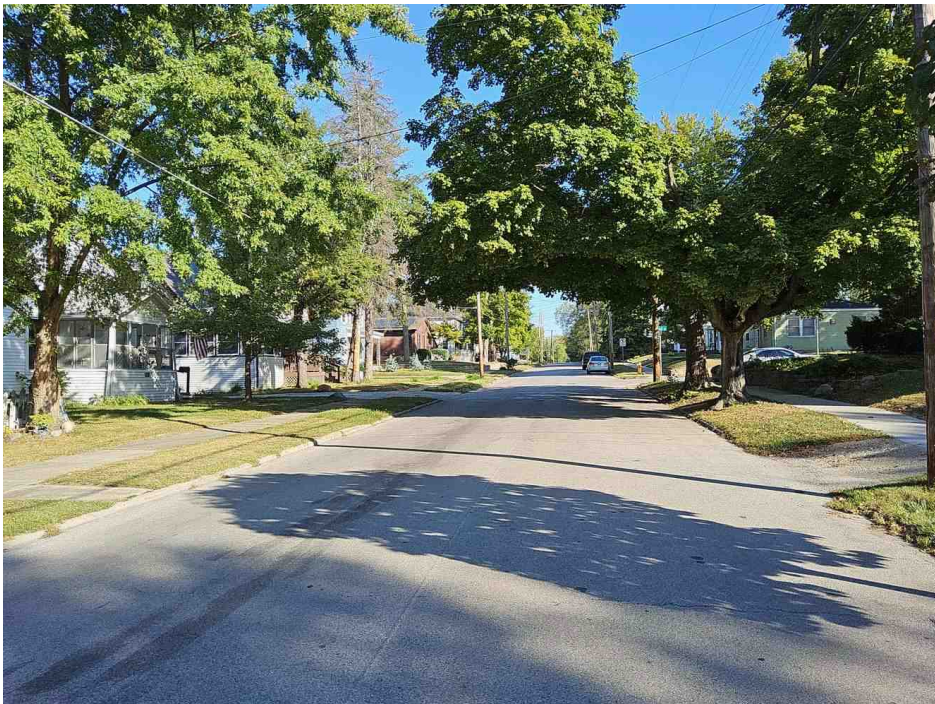
Subject Photo Page

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				

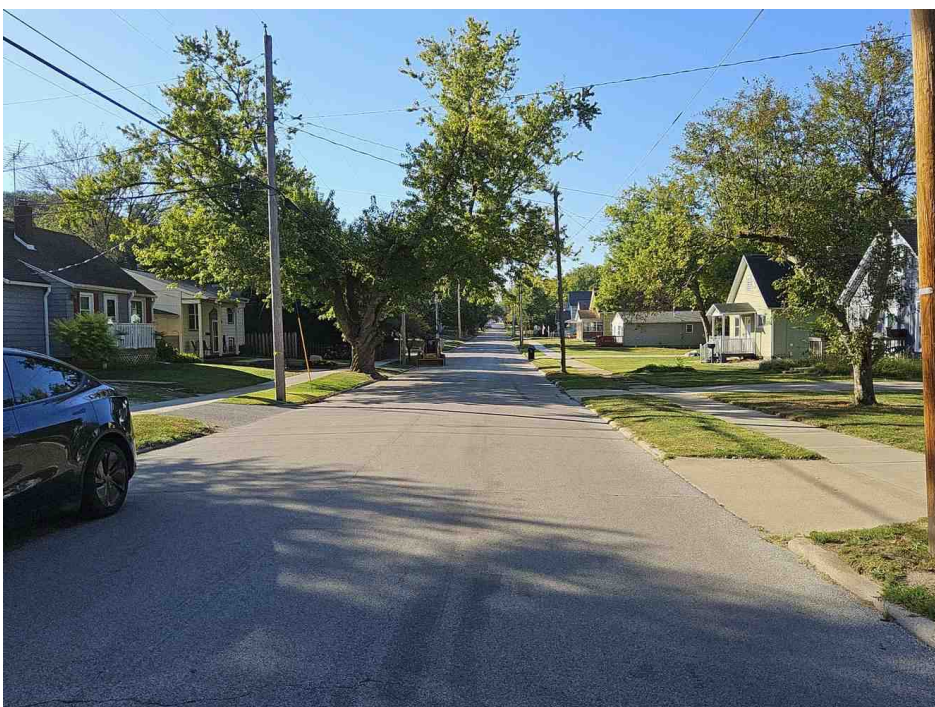


Subject Front

717 S Clayton St
Sales Price N/A
Gross Living Area 1,599
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2.0
Location Residential
View Residential
Site 18,300 sf
Quality Average
Age 100



Subject Street View



Subject Street View

Subject Photo Page

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Asphalt Driveway

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



Subject Front



Subject Front & Side

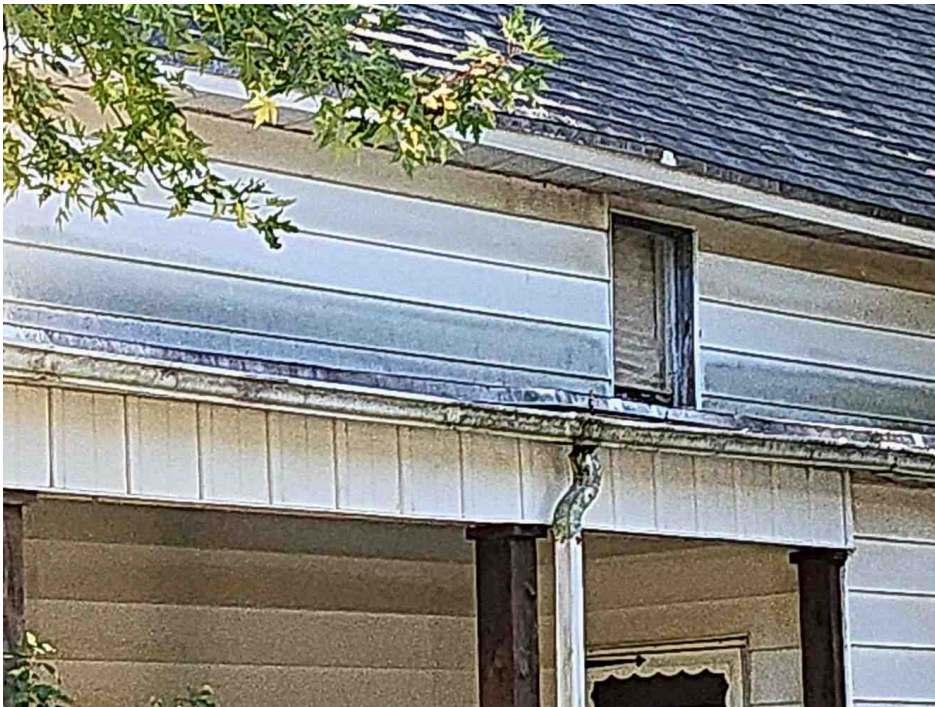
Subject Photo Page

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Average Roof

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



Porch Roof Needs Attention



Covered Porch

Subject Photo Page

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						

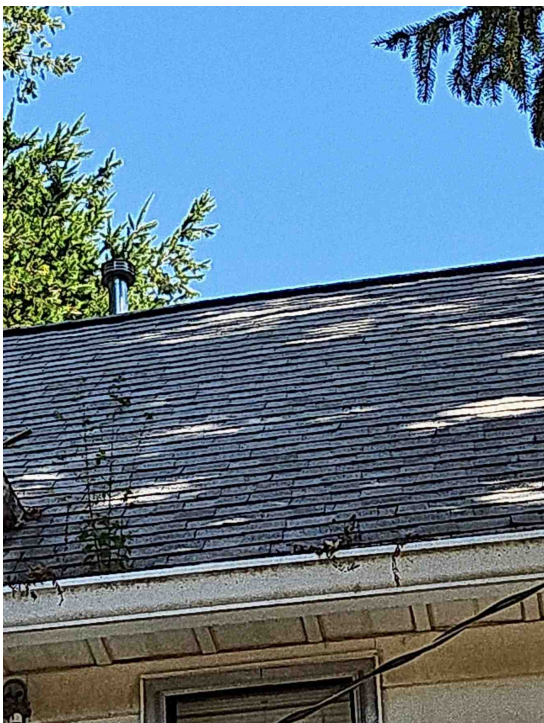


Gas Meter

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



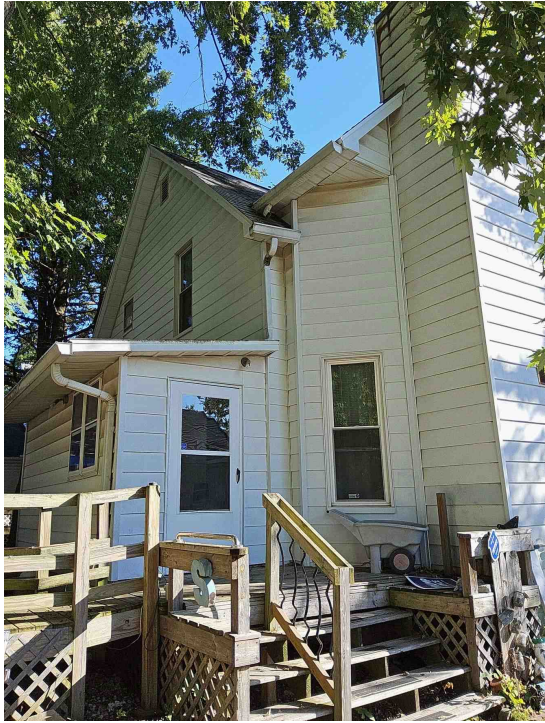
Subject Side



Roof Average Condition

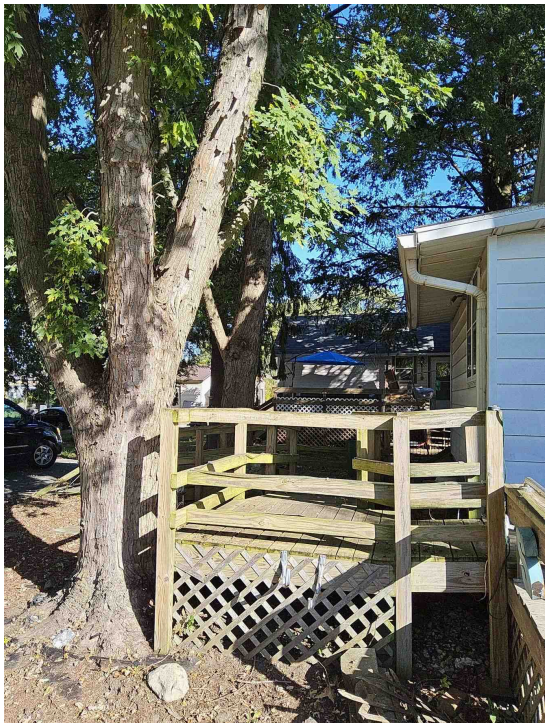
Subject Photo Page

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Rear

717 S Clayton St
 Sales Price N/A
 Gross Living Area 1,599
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location Residential
 View Residential
 Site 18,300 sf
 Quality Average
 Age 100



Wheel Chair Ramp



Subject Rear

Subject Photo Page

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Subject Rear

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



Subject Rear Yard



Detached Garage + Storage

Subject Photo Page

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL Zip Code 61701
Appraiser	Tim J. Nord				



Subject Detached Garage

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



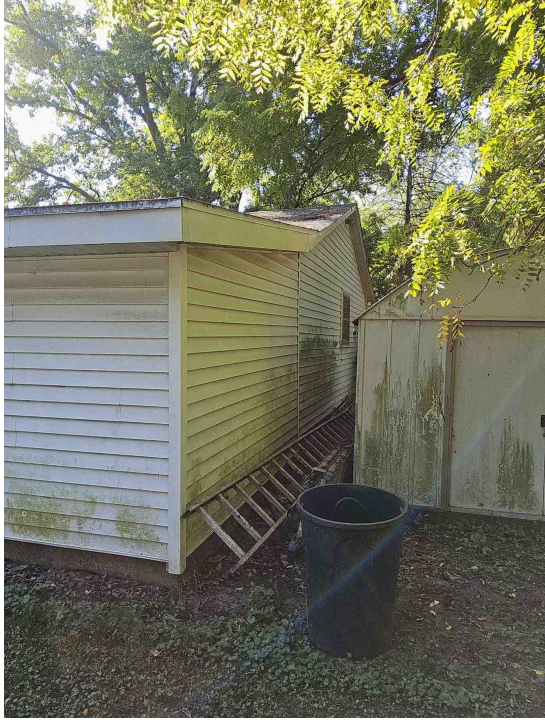
Detached Garage & Extra Storage



Subject Rear Yard

Subject Photo Page

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Subject Detached Garage

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



Portable Shed



Detached Garage Rear

Subject Photo Page

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



Subject Rear Yard

717 S Clayton St	
Sales Price	N/A
Gross Living Area	1,599
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	18,300 sf
Quality	Average
Age	100



Small Shed



Subject Rear Yard

Subject Photo Page

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



Subject Detached Garage

717 S Clayton St
 Sales Price N/A
 Gross Living Area 1,599
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location Residential
 View Residential
 Site 18,300 sf
 Quality Average
 Age 100



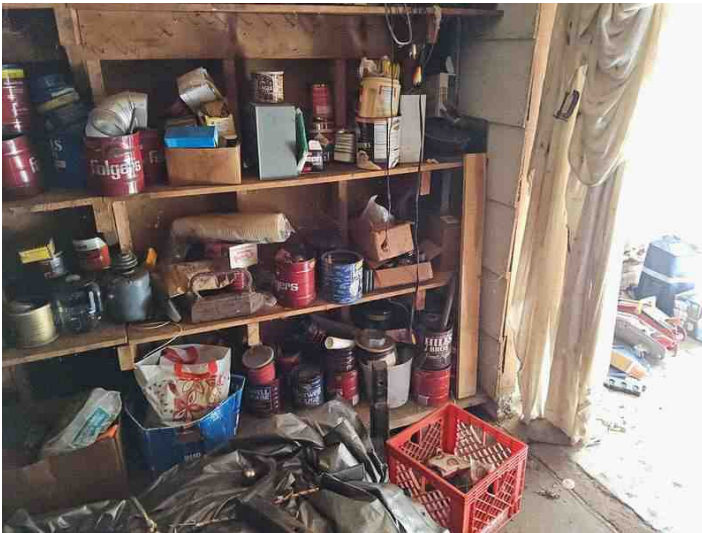
Subject Detached Garage



Power to Detached Garage

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Living



Living

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Bath/Laundry



Bath/Laundry



Bath/Laundry



Family



Family



Family

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Family



Dining



Dining



Kitchen



Kitchen



Kitchen

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Updated Insulated Windows



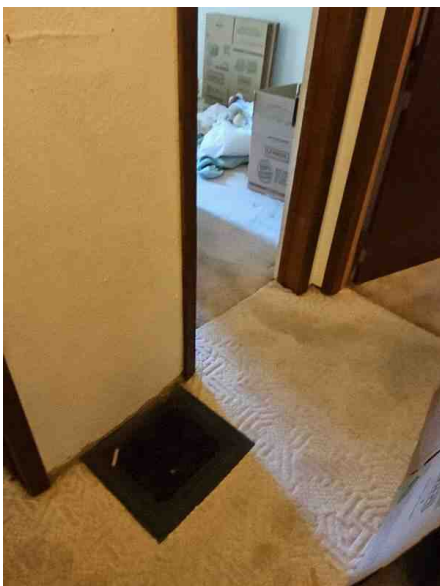
Second Floor



Second Floor



Second Floor



Second Floor



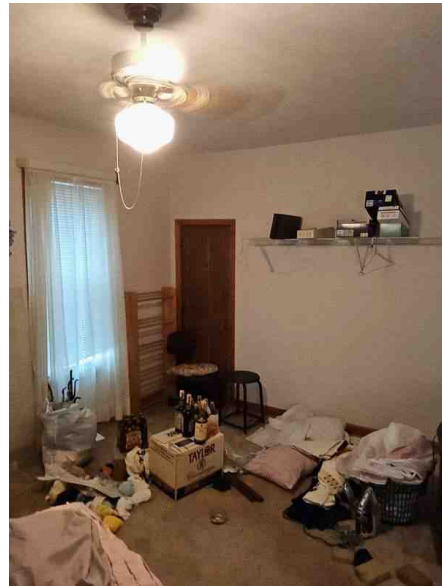
Second Floor

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Main Bedroom



Main Bedroom



Main Bedroom



Bedroom 2



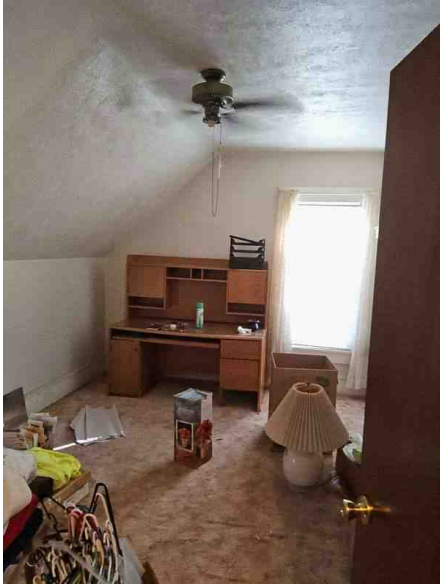
Bedroom 2



Updated Insulated Windows

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Bedroom 3



Bedroom 3



Bath



Bath



Bath



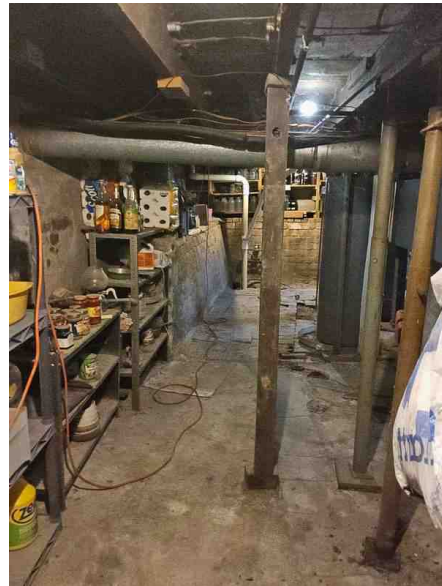
Bath

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Basement



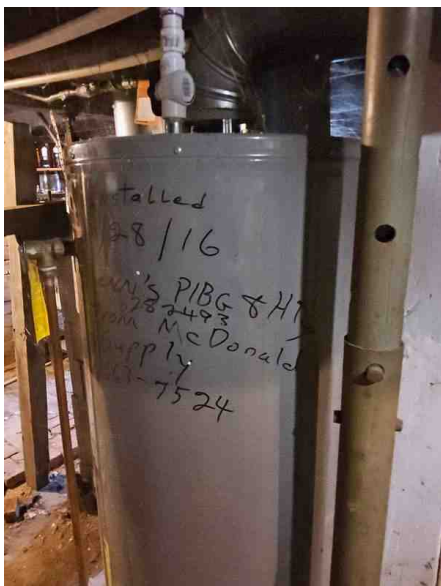
Basement



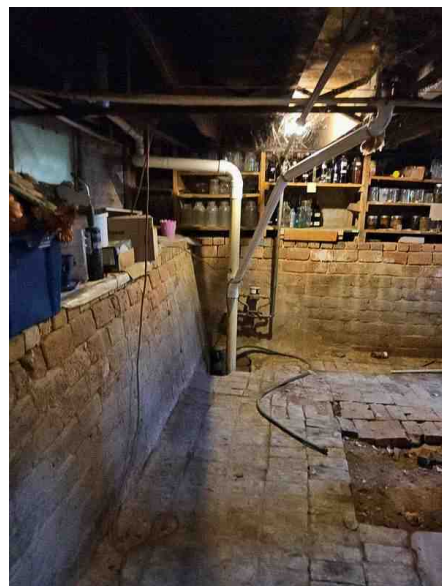
Basement



Basement



Water Heater 2016



Basement - Sump Pump

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Basement



Basement



Basement



Basement - Some Knob & Tube Wiring



Basement - Older Turn Fuse



Basement

Interior Photos

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Basement



Basement



Basement - Older HVAC



Grounded Outlets

Comparable Sales Map

Client	City of Bloomington						
Property Address	717 S Clayton St						
City	Bloomington	County	McLean	State	IL	Zip Code	61701
Appraiser	Tim J. Nord						



Comparable Photo Page

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



Comparable 1

704 E Oakland Ave
 Prox. to Subject 0.23 miles N
 Sale Price 89,000
 Gross Living Area 1,328
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location Residential/BusySt
 View Residential
 Site 5,408 sf
 Quality Average
 Age 105

MLS Photo



Comparable 2

806 E Olive St
 Prox. to Subject 0.46 miles N
 Sale Price 120,000
 Gross Living Area 1,752
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 1.5
 Location Residential
 View Residential
 Site 6,104 sf
 Quality Average/Minus
 Age 105

MLS Photo



Comparable 3

11 Felton Pl
 Prox. to Subject 0.29 miles NE
 Sale Price 127,000
 Gross Living Area 1,328
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.2
 Location Residential
 View Residential/Comm
 Site 7,636 sf
 Quality Average
 Age 95

MLS Photo

Comparable Photo Page

Client	City of Bloomington			
Property Address	717 S Clayton St			
City	Bloomington	County McLean	State IL	Zip Code 61701
Appraiser	Tim J. Nord			



Comparable 4

408 E Mill St
 Prox. to Subject 0.33 miles NW
 Sale Price 142,500
 Gross Living Area 1,278
 Total Rooms 6
 Total Bedrooms 4
 Total Bathrooms 2.0
 Location Residential
 View Residential
 Site 8,912 sf
 Quality Average
 Age 105

MLS Photo



Comparable 5

714 S Evans St
 Prox. to Subject 0.13 miles NW
 Sale Price 160,000
 Gross Living Area 1,568
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location Residential
 View Residential/Comm
 Site 14,332 sf
 Quality Average
 Age 100

MLS Photo

Appraiser's License and Qualifications

Client	City of Bloomington				
Property Address	717 S Clayton St				
City	Bloomington	County	McLean	State	IL
Appraiser	Tim J. Nord				
				Zip Code	61701



Qualifications of the Appraiser

Tim Nord

Nord Appraisal Services LLC

2510 W. Washington Street

Bloomington, IL 61705

tnord@nordappraisalservices.com

<http://nordappraisalservices.com/>

Experience – Education and Professional

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

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

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

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

Illinois State University - Bachelor's Degree in Finance 1998

Appraisal & Real Estate Related Courses

Uniform Standards of Professional Appraisal Practice

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

Association Affiliation

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



TNORD@NORDAPPRAISALSERVICES.COM



309-846-8711

<http://nordappraisals.com/>



Consent Agenda Item No. 7.V.

For City Council: April 27, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Approving a Preliminary Plan for the Subdivision to be Known as Vista Crossing, for the Property Commonly Known as 2805 Beich Road (PIN: 21-19-326-010), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Background: The Applicant seeks approval of a Preliminary Plan for the re-subdivision of Lot 2 of Prairie Place North (Ordinance No. 2008-59), to facilitate the development of a single-family detached and single-family attached community in the R-3A (Multiple-Family Residence) District. The uses are permitted by right; the subjects of this case are subdivision and infrastructure-related aspects of the development, which proposes public roads, water, and sewer services.

The approximately 15-acre property was annexed to the City in 1999 as part of a larger annexation case (Ordinance No. 1999-067). It was recently rezoned from the R-1H (Single-Family Manufactured Home Residence) District to the R-3A (Multiple-Family Residence) District (Ordinance No. 2026-007). The property was used for agricultural purposes through the 1990s and has remained inactive and undeveloped since. Access to public roads and bicycle networks, public water, sanitary, and storm sewer is existing or nearby. Neighboring properties are zoned for residential or public uses. One curb cut onto Beich Road is expected for approval as a new Local Road that will provide access to the entire subject area.

This plan proposes to divide the undeveloped portion of the original Plan into 110 Lots of record (1-110, inclusive) in a variety of sizes to accommodate either four-unit townhome structures planned for individual platting and ownership or smaller-sized single-family detached dwellings. The fronts of the dwellings are designed to face the public street and sidewalk; rear automobile access is planned with attached or detached garages fronting private alleys or drives. Each dwelling is served by a separate public water and sanitary sewer service and has frontage on a public street. Multiple areas have been identified for platting as Outlots or Lots of Record that will remain in common or Property Owners Association ownership to accommodate the private circulation and stormwater components of the proposed subdivision.

The 2035 Comprehensive Plan's Future Land Use Map identifies this area as "Future Residential," and it is identified in the Built Areas Map as "Medium Density Residential." It is not identified in the Land Use Priorities Map.

On April 2, 2026, the Planning Commission held a public hearing on the request and unanimously recommended approval of the Preliminary Plan.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on March 15, 2026.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Preliminary Plan
3. Ordinance - Exhibit C - Findings of Fact

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING A PRELIMINARY PLAN FOR THE SUBDIVISION TO BE KNOWN AS VISTA CROSSING, FOR THE PROPERTY COMMONLY KNOWN AS 2805 BEICH ROAD (PIN: 21-19-326-010)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application for approval of a Preliminary Plan for a subdivision to be known as *Vista Crossing*, for the property legally described in Exhibit A (“PROPERTY”); and

WHEREAS, said application included a Preliminary Plan titled the *Preliminary Plan Vista Crossing*, prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of the Farnsworth Group, Inc., dated April 17, 2026, and depicted in Exhibit B (“PLAN”); and

WHEREAS, the PLAN is consistent with the planned and installed public infrastructure for the subject area; and

WHEREAS, the Planning Commission (“COMMISSION”), after proper notice was given, on April 2, 2026, conducted a public hearing on the request for said PLAN; and

WHEREAS, following said public hearing, the COMMISSION adopted Findings of Fact, attached hereto as Exhibit C (“FINDINGS”), that the proposed PLAN does conform with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan, and voted to recommend that the City Council (“COUNCIL”) pass this Ordinance; and

WHEREAS, the COUNCIL has the power to adopt this Ordinance, and to approve said PLAN.

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

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

SECTION 2. The COUNCIL hereby adopts the FINDINGS of the COMMISSION and the Preliminary PLAN for *Vista Crossing*, dated April 17, 2026, for the subject PROPERTY, is hereby approved, subject to minor technical corrections and modifications.

SECTION 3. Said PLAN shall be effective for seven (7) years from the date of this approval, unless a Final Plat is filed and approved for a portion of the PLAN, which shall extend the life of any remaining portion of the valid PLAN for an additional seven (7) years.

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

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

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

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

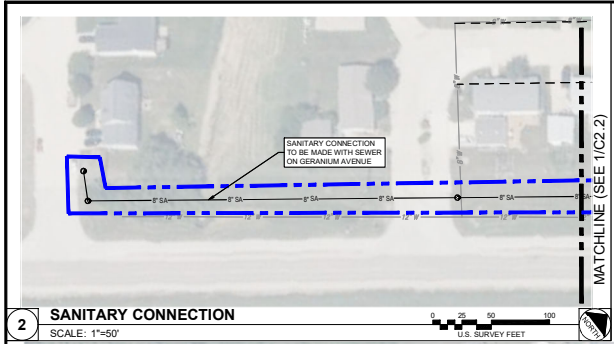
VISTA CROSSING PRELIMINARY PLAN

Lot 2 in Prairie Place North Subdivision according to the plat recorded October 6, 2008 as Document No. 2008-26577 in the McLean County Recorder's office in the City of Bloomington, McLean County, Illinois.

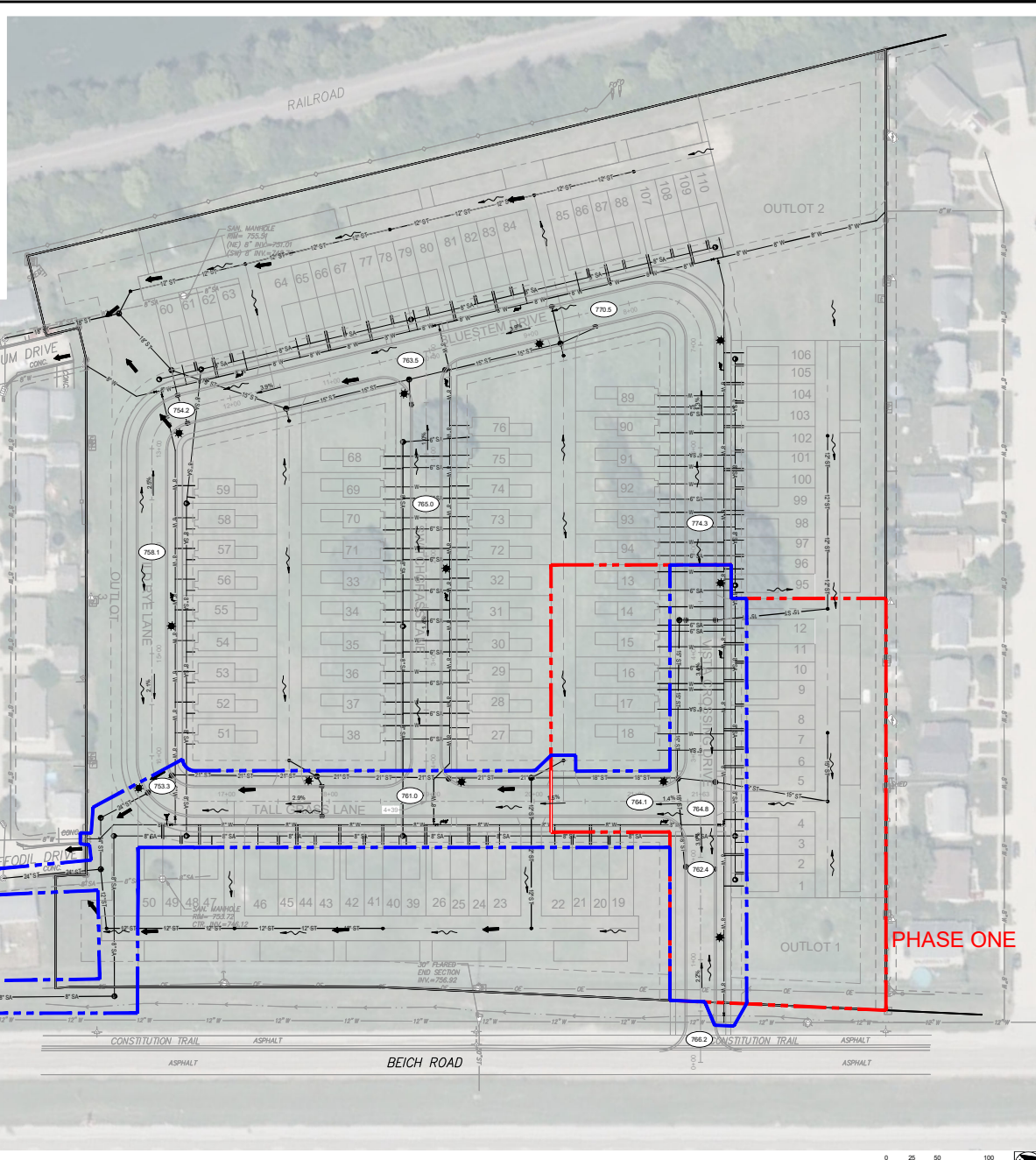
ADDRESS: 2805 Beich Road

PIN: 21-19-326-010

EXHIBIT B



2 SANITARY CONNECTION
SCALE: 1"=50'



1 PRELIMINARY PLAN - UTILITIES
SCALE: 1"=50'

Preliminary Plan
NOT FOR CONSTRUCTION

Beich3 Property Management

Vista Crossing
Preliminary Plan

Beich Road, Bloomington, IL 61705

DATE:	04/17/2026
DESIGNED:	CME
DRAWN:	AEO
REVIEWED:	CME
FIELD BOOK NO.:	BMI 3463

PRELIMINARY PLAN - UTILITIES

SHEET NUMBER

C2.2

PROJECT NO.: 02502154.001

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FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **Beich III, LLC** (APPLICANT), in **case PS-01-26**, related approval of an Preliminary Plan for the subdivision to be known as Vista Crossing (REQUEST).

The request is related to the property(s): 2805 Beich Road, PIN 21-19-326-010 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **April 2, 2026**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING PRELIMINARY PLANS:

Request for Preliminary Plan (Plat) – Subdivision Principles of Planning

A. Adequate vehicular and pedestrian access should be provided to all parcels.

Direct access to a local public road exists for all proposed lots. Sidewalk requirements are met along both sides of the local roads, and connection is provided to the Constitution Trail along Beich Road.

B. Local street systems should be designed to minimize through-traffic movements.

The proposed Plan contains a fully independent road network, not tied to adjacent neighborhoods so through-traffic movements are not a relevant consideration.

C. Street patterns should minimize out-of-the-way vehicular traffic.

The proposed street pattern creates traffic pathways that are as direct as possible, allowing for topography, existing development, and the avoidance of through-traffic incentivization.

D. Local street systems should be logical and comprehensible, and street names should be simple, consistent, understandable and not duplicative.

The local street system proposed in this Plan is consistent with the City's existing "Planned and Proposed" streets data; the layout is logical and will result in the completion of the local network, based upon the existing infrastructure. The proposed street names have been given preliminary approval; final approval will be given (or changes required) upon Final Platting.

E. Local circulation systems and land development patterns should not detract from the efficiency of arterial and collector streets.

Access for the area of this Plan will be via a single new curb cut off Beich Road; this should not detract from or disrupt the efficiency of the larger network.

F. Elements in the local circulation system should not have to rely on extensive traffic regulation in order to function efficiently and safely.

There are no long or oversized straight-aways that would encourage increased speeds or result in driver inattention that would necessitate speed reduction techniques. Pedestrian and automobile traffic are separated to the greatest extent possible. A clear hierarchy of primary, secondary, and access pathways is present and supported by the direction and proposed placement of the structures.

G. Traffic generators within residential areas should be considered in the local circulation pattern.

No traffic generators other than the residents of the subdivision are present in the proposed plan.

H. Planning and construction of local streets should clearly indicate their function.

Refer to standard "F". The local roads in the proposed Plan are public streets, and proposed widths meet the Public Street requirements in the Manual of Practice. Direct access has been provided for each lot. Required sidewalks are provided on both sides of all proposed roads.

I. The local street system should be designed for a relatively uniform low volume of street traffic.

The proposed local roads have been designed to safely permit two-way traffic, but they are not wide enough to encourage excessive speeds through overdesign.

J. Local streets should be designed to discourage excessive speeds.

Refer to standard "I".

K. Pedestrian-vehicular conflict points should be minimized.

Appropriate sidewalks have been provided on both sides of all public roads within the proposed Plan. Due to the reduced widths of the Lots as compared to a single-family development in an R-1 (Single-Family Residence) District, automobile access for each Lot will be granted from the rear to reduce the pedestrian conflict with cars entering/exiting private property.

L. An optimum amount of space should be devoted to street uses.

Refer to standards "H" and "F".

M. The arrangement of local streets should permit economical and practical patterns, shapes and sizes of development parcels.

A reasonable and appropriate layout has been provided to meet the needs of the development proposed for the property. Streets and Lots have been designed to reduce the amount of public infrastructure required to serve the proposed subdivision, while still meeting the requirements of the Code. Due to the narrow nature of the Lots, automobile access has been provided from the rear of the structures, with pedestrian access facing the public street and sidewalk.

N. Local streets should be related to topography from the standpoint of both economics, drainage and amenities.

The design for the proposed streets, buried utilities, and grading/drainage allows the use of gravity storm and sanitary sewers, without requiring the construction of a lift station. There is no topography present on the portion of the site to be developed for active use that is significant enough to disrupt line of sight during travel.

O. Open space areas should be provided, commensurate with the projected population density of the development.

Parkland Dedication is required for development associated with this Plan; some of the required acreage is planned for dedication once the final engineering for stormwater detention is finalized; the remaining obligation will be assessed a fee in lieu of land dedication.

P. Major elements of the street system may be used to help define and buffer different land use areas enhancing their identity and cohesiveness.

N/A. This development consists of a single subset of land uses (small single-family dwellings) adjacent to other similar land uses (small, primarily single-family dwellings).

Q. The street and pedestrian circulation pattern in a new residential subdivision shall be compatible with the Comprehensive Plan of the City of Bloomington.

The circulation pattern proposed in the Plan supports the following Policies of the Comprehensive Plan:

- UEW-1.2c Promote compact and orderly development of infrastructure consistent with the overall goals of this comprehensive plan.
- UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically.
- TAQ-1.1h Continue implementation of design standards for local street alignment and configuration that sustain neighborhood character, improve safety, and incorporates passive disincentives for diversion from collector and arterial streets.
- TAQ-1.1l Incorporate sidewalks and other infrastructure into the classified system.

R. Subdivision layout should optimize the overall length of streets.

Refer to Standard "M".

S. Residential areas should be conveniently accessible from arterial and collector streets.

All residential areas are within one long block of a collector street, but no driveway curb cuts are located directly on such. No excessive turning or winding is required to access any residence.

T. Access points to arterial and collector street facilities should be limited in number, given special design consideration, and, whenever possible, located where other features are not competing for driver attention.

No arterial streets are within the Plan area. A no-access strip will be provided at the rear of the property lines where the lots back onto Beich Rd., ensuring that driveways will be constructed with local road access only; a single point of access from a collector street is provided.

- U. Driveway entrances should be minimized on arterial streets and, whenever possible, on collector streets in residentially zoned areas.**

Refer to Standard "T".

- V. Through-traffic on local residential streets should be avoided where practical.**

Refer to Standard "B".

- W. Lot layout in residential subdivisions should be designed to reduce the incidence of housing on arterial streets.**

No arterial streets are present within the Plan area.

- X. Public utilities, including water, storm sewer, and sanitary sewer facilities, should be existing or proposed by the developer or the City of Bloomington of a size adequate to serve the proposed subdivision and any other future development they may be required to service.**

Public water and sewer mains of appropriate size are located within a short distance of the Plan boundary; both sides are already developed so no main extension is required to serve other future development. Engineering will review and approve the final sizing and layout of any infrastructure obligations remaining as part of the Construction Plan approval process.

- Y. The general land use principles and planning standards should be applied to the subdivision as contained in the Comprehensive Plan of the City of Bloomington.**

The following principles from the "Future Growth & Land Use Plan" from the City's 2035 Comprehensive Plan are illustrated in the proposed plan:

- **Excellence in Design:** "...Design should balance competing priorities and meet multiple needs without compromising quality."
- **Context:** "Respect and respond to an area's immediate context. Responsive, place-based design helps create distinctive places that are compatible with surroundings..."
- **Choice:** "Offer a range of housing choices with varying sizes, densities, style and age. Housing types, though different, should be designed to relate to each other to create vibrant and cohesive streetscapes."

- Z. Cul-de-sac streets shall be limited in number to encourage more equal utilization of local streets.**

The proposed Plan does not include the use of cul-de-sac streets.

- AA. More than one entrance to a subdivision shall be required where feasible.**

It was deemed inappropriate by City staff and problematic by the developer to connect to the existing private roads of the neighborhood to the south. Due to existing development on both sides and a railroad to the rear, a single point of entry has been provided, but the distance from the entrance to the rear of the development is not significant.

- BB. Interconnection of adjoining residential subdivisions shall be required where feasible.**

Refer to Standard "F".

Request for Preliminary Plan (Plat) – Layout and Design Requirements

- A. Subdivisions shall consist solely and exclusively of lots of record, outlots, easements, public right-of-way and public improvements.**

The proposed Plan consists of 110 Lots of Record (1-110, inclusive) in a variety of sizes to accommodate single-family detached and attached dwellings. Outlots and Lots of Record (not included in the current numbering) will need to be created during Final Platting to allow community stormwater and private access areas to be appropriately owned and managed. Utility and drainage easements, ingress/egress easements, public streets, and public improvements including sidewalks are also present in this plan or will be required as part of the Final Platting process.

- B. All proposed lots of record shall front on and have access to a public street or roadway. Flag lots are not permitted in R1 and R2 Zoning Districts.**

Direct access to a local road has been provided for all Lots of Record created by the Plan.

- C. All proposed lots of record shall meet or exceed the lot size, dimension and area requirements of any applicable zoning regulations of the City of Bloomington and, when applicable, the County of McLean.**

The overall lot, prior to subdivision, complies with the Zoning Code and would allow the proposed structures to be developed without alteration from the current plan since the current R-3A District allows multiple principle structures on a single lot; a provision that specifies that multiple Lots of Record may make up a Zoning Lot allows the platting of Lots within the current property that does not require individual Lots of Record to meet size minimums since the overall development does.

- D. Outlots may not be used for buildings or parking lots.**

Shared rear access (and detached garages) will be lots in common ownership, rather than Outlots.

- E. Rear, side, and front yard easements shall be dedicated to the City for use by the City and private utility companies (for gas, electricity, Cable TV, water, storm sewer, sanitary sewer, etc.) as provided herein.**

The property reserved for easements is sufficient. During Final Platting, additional easements may need to be added over drainage pathways, but the current level of detail is sufficient to identify the need and approximate location.

- F. Where residential lots are platted abutting an arterial major street, the “back-up” treatment should be used and a “no-access” strip depicted on those lots adjacent to the arterial street.**

A “No Access” strip will be provided at the rear of the properties where the lots back onto Beich Rd.

- G. Boundaries of the subdivision shall be drawn to meet or exceed the required standards.**

The boundaries of the proposed Preliminary Plan include “all contiguous property in common ownership or unified control,” as required per § 24-402B of the City Code. The Plan includes

sufficient information on the adjacent properties to place the Plan in the context of other development and infrastructure improvements in the area, and to meet the requirements of the Manual of Practice 1.05A(2)(b)(iv).

H. In general, lots shall be as nearly rectangular in shape as practicable.

Lots of Record are generally rectangular. Outlots or Lots in common ownership, not designed to hold a principal structure, will make up the remaining areas where complicated measurements related to setback will not present an issue.

After considering all the evidence and testimony presented, this COMMISSION finds that the Plan that is the subject of the REQUEST does conform with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan.

Therefore, this COMMISSION recommends that the REQUEST for approval of the Preliminary Plan for the subdivision to be known as Vista Crossing, for the PROPERTY described above be granted by the Bloomington City Council.


ROLL CALL VOTE: 6-0-0

AYES: Mosley, Galpalli, Pryor, Beyer, Sochotsky, Peradotti

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

4/14/2026 | 12:27 PM CDT

Date



Consent Agenda Item No. 7.W.

For City Council: April 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$500,000 for the Empire TIF Fund, to Utilize Reserves for a Payment to Bloomington Empire, LLC, as requested by the Development Services 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

Goal 3. Grow the Local Economy

Objective 3c. Revitalization of older commercial homes

Goal 6. Prosperous Downtown Bloomington

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

Objective 6e. Preservation of historic buildings

Background: In April 2025, the City Council approved a Redevelopment Agreement between the City of Bloomington and HP Bloomington Empire, LLC, for the redevelopment of the former Verizon site located at 1312 E. Empire Street (Ordinance No. 2025 - 028). The project represents a transformational investment in the Empire Street Corridor Tax Increment Financing ("TIF") District and aligns with the City's strategic goals of creating a more livable and sustainable community. The development includes 210 apartment units - comprising studio, one-, two-, and three-bedroom units - along with green space, a dog park, and both surface and indoor parking. The project will bring much-needed housing options to Bloomington at a time when the community faces a significant housing shortage.

In October 2025, the City Council approved an amendment to said Redevelopment Agreement (Ordinance No. 2025 - 080) to adjust timelines for compliance for financing, design finalization, and construction mobilization while maintaining the overall scope and intent of the redevelopment. In March 2026, the City Council rescinded Ordinances No. 2025 - 028 and 2025 - 080 as well as approve a new redevelopment agreement with Bloomington Empire, LLC ("Developer"), for the Property Commonly Known as 1312 E. Empire Street (Ordinance No. 2026 - 023), as the the principal developer associated with the approved project had since filed organizational documents with the State of Illinois, forming a limited liability company in the name of Bloomington Empire, LLC, rather than HP Bloomington Empire, LLC, as originally contemplated.

As part of the 2026 Redevelopment Agreement, the City hereby agreed to reimburse the Developer a one-time reimbursement of \$500,000 for TIF-eligible expenses from the special tax allocation fund as defined in Section 4A, contingent on the Developer providing documentation of at least \$500,000 in eligible expenses. Funds were dispersed on April 16, 2026, after documentation had been provided to and verified by the City staff.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: A budget amendment is necessary to increase the Empire TIF Fund Budget for Fiscal Year ("FY") 2026 by \$500,000 to account for this reimbursement. The reason a budget amendment was not brought to City Council for consideration prior to this is that staff wanted to verify the Developer met the requirements and provide the City with documentation so staff could review and approve payment per the agreement. The payment of \$500,000 was made to Bloomington Empire, LLC, on April 16, 2026. This was paid from the Empire Fund TIF-To HP Bloomington Empire LLC account (25105100-75063-32030). Stakeholders can locate the Empire TIF Fund Budget in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 37. Details on the accounts included in the budget amendment can be located in the Ordinance's Exhibit A.

Attachments:

1. Ordinance - Budget Amendment
2. Ordinance - Exhibit A

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF \$500,000 FOR THE EMPIRE TIF FUND, TO UTILIZE RESERVES FOR A PAYMENT TO BLOOMINGTON EMPIRE, LLC

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 Empire TIF Fund Budget, to Utilize Reserves, in the amount of \$50,000, as requested by the Finance Department.

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 27th 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

Account #	Fund	Account Description	Amount
25105100-40000	Empire TIF	Use of Fund Balance	\$ (128,133.27)
25105100-75063-32030	Empire TIF	To HP Bloomington Empire LLC	\$ 500,000.00
25105100-79196	Empire TIF	Contribution to Fund Balance	\$ (371,866.73)
		Net Transaction:	\$ -



Consent Agenda Item No. 7.X.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending City Code Chapters 2 (Administration) and 22.2 (Human Relations) Merging the Powers and Duties of the Welcoming America Commission with the Powers and Duties of the Human Relations Commission and Increasing the Number of Human Relations Commissioners, as requested by the City Clerk Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Strong Neighborhoods

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

Background: The Open Meetings Act requires a quorum in order for a board/commission to formally hold a meeting. Generally, a quorum is the majority of the majority of members. For years, the Welcoming America Commission (WAC) has struggled to have a quorum present to be able to meet. In 2024, eight meetings were scheduled, six of those meetings were cancelled ahead of time because the Staff Liaison knew a quorum would not be present, one meeting couldn't be held due to a lack of quorum, and one meeting was held. In 2025, thirteen meetings were scheduled, six of those meetings were cancelled ahead of time due to advance knowledge a quorum would be lacking, seven meetings couldn't be held due to a lack of quorum, and two meetings were held. In an effort to build efficiencies, streamline subject matter of boards/commissions, and value Commission members' time, as well as negate quorum issues, it is being recommended that the WAC be dissolved, and the duties of the WAC be absorbed by the Human Relations Commission (HRC).

Both Commissioners on the WAC and the HRC are supportive of the proposed changes. They believe that the duties of the WAC are a good fit for the HRC, and they are excited about the opportunity to expand and serve in a larger capacity. In recent months, the HRC has sought/requested additional work, so moving the WAC's duties to the HRC also enables the HRC to do more, as well as empowers efficient processes to play out through combined efforts.

If the proposed Ordinance is approved, the Welcoming America Commission will be dissolved, WAC's duties will be absorbed by the Human Relations Commission, and the total number of Commissioner seats for the HRC will be expanded from seven to ten to allow interested members of the WAC to move to the HRC. Note, if approved, the discussed appointments will come for consideration of Council at an upcoming Council meeting.

Community Groups/Interested Persons Contacted: The Welcoming America Commission and the Human Relations Commission

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. 2026 - _____

AN ORDINANCE AMENDING CITY CODE CHAPTERS 2 (ADMINISTRATION) AND 22.2 (HUMAN RELATIONS) MERGING THE POWERS AND DUTIES OF THE WELCOMING AMERICA COMMISSION WITH THE POWERS AND DUTIES OF THE HUMAN RELATIONS COMMISSION AND INCREASING THE NUMBER OF HUMAN RELATIONS COMMISSIONERS

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, volunteer boards and commissions perform functions essential to the health, welfare, and quality of life of the City; and

WHEREAS, the City Council of the City of Bloomington considers it to be of great importance that the City be a welcoming community to immigrant and international residents; and

WHEREAS, the City Council finds it in the best interest of the City to approve this Ordinance and merge the powers and duties of the Welcoming America Commission with those of the Human Relations Commission.

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

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

SECTION 2. That the Bloomington City Code is hereby amended by deleting the text of Section 2-354 and designating said section as “RESERVED”.

SECTION 3. That the Bloomington City Code Section 22.2-102 is hereby amended by increasing the number of Commissioners serving on said Commission from seven to ten members as set forth on Exhibit A attached hereto.

SECTION 4. That the powers and duties formerly associated with the Welcoming America Committee are hereby transferred to the Human Relations Commission and merged with the powers and duties of said Commission as set forth on Exhibit A.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after approval and publication as required by law.

SECTION 8. 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 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

The Bloomington City Code is hereby amended to read as follows: (Deletions are indicated by strikeouts, new language is indicated by underlining).

§ 22.2-102. [Ch. 22.2, Sec. 2] Establishment and guidelines of the Human Relations Commission.

There is hereby established a Commission to be referred to and known as the Bloomington Human Relations Commission:

- A. Organization and members of the Commission. The following designated persons shall be the members of the Human Relations Commission.
 - (1) Chairperson. The Chairperson shall be selected from among the Commissioners by a majority vote of the Commission for a one-year term. The term as Chairperson shall not affect the original appointment term of the Commissioner chosen to serve as Chairperson. The Chairperson shall receive no salary, but may be compensated for expenses incurred in the performance of the Commission duties. The Chairperson shall supervise the activities and duties of the Human Relations Commission and shall preside over all of its meetings in addition to the powers enumerated below. The Chairperson shall participate in all matters and shall vote on all issues before the Commission. **[Ord. No. 2014-04]**
 - (2) Vice-Chairperson. The Vice-Chairperson shall be selected from among the Commissioners by a majority vote of the Commission for a one-year term which shall coincide with the term of the Chairperson. The term as Vice-Chairperson shall not affect the original appointment term of the Commissioner chosen to serve as Vice-Chairperson. The Vice-Chairperson shall receive no salary, but may be compensated for expenses incurred in the performance of the Commission duties. The Vice-Chairperson shall act as Chairperson at meetings and functions of the Commission from which the Chairperson is absent. **[Ord. No. 2014-04]**
 - (3) Commissioners. ~~Seven~~ Ten persons, who shall be referred to and known as Human Relations Commissioners, shall be appointed by the Mayor with the advice and consent of the City Council for terms of three years. This term may be extended after the three years for no more than two additional three-year terms. Members of the Commission shall serve no more than three consecutive three-year terms (a total of nine years). Commission members may be reappointed at the discretion of the Mayor with the advice and consent of the Council. Commissioners shall receive no salary, but may be compensated for expenses incurred in the performance of Commission duties. The Mayor shall make appointments to the Human Relations Commission which reflect a broad diversity of backgrounds within the community in the areas of race, ethnic groups, sex and age. **[Ord. No. 2014-04]**
 - (4) Staff. The following designated persons shall assist the Commission in the execution of its responsibilities:
 - (a) Community Relations Coordinator. The Community Relations Coordinator shall be hired by the Director of Human Resources and shall advise the Commission, serve as a resource person to the Commission, coordinate and develop human relations projects of the Commission and act as a liaison with the City

administration. The Community Relations Coordinator shall make reasonable efforts to attend all meetings and functions of the Commission and shall have voice in all proceedings, but shall not vote on issues before the Commission.

(b) Human Relations Associate. The Human Relations Associate shall be hired by the Director of Human Resources and shall investigate discrimination complaints filed with the Commission, as well as individual instances and patterns of conduct that appear to be in violation of this chapter, and shall assist in the coordination and development of human relations projects of the Commission. The Human Relations Associate shall make reasonable efforts to attend all meetings of the Commission and shall have a voice in complaint related issues, but shall not vote on complaint related issues before the Commission.

(c) Legal representation. The Commission shall be represented by the City's Corporation Counsel Office, or in the case of a conflict of interest, the Commission shall engage the services of a private attorney. **[Ord. No. 1996-8]**

B. Removal. The Chairperson and Commissioners appointed herein may be removed for cause by the City Council. **[Ord. No. 1996-8]**

C. Meetings. The Chairperson of the Human Relations Commission shall call meetings of the Commission on a regular basis, not less than once a month on a schedule to be established and published by the Chairperson as required by law. The Chairperson or any four Commissioners may call additional meetings as may be deemed necessary by giving notice of the time and place of such meetings to all other Commissioners, to the Chairperson, to the news media as required by law and to the Community Relations Coordinator not less than 24 hours prior to such meetings. **[Ord. No. 1996-8]**

D. Duties and authority. It shall be the duty and authority of the Human Relations Commission to:

- (1) Conduct research, publish, and utilize studies in the field of inter-group relations and to develop and implement procedures to educate the community, equalize opportunities, eliminate discrimination and promote good will among all persons;
- (2) Receive and record any complaint whether initiated by the Human Relations Commission or by the filing of a complaint with the Commission, alleging discrimination against any person because of race, color, age, sex, religion, national origin, marital status, familial status or physical or mental disability unrelated to ability in violation of this chapter;
- (3) Seek to resolve conflicts between persons involved in complaints which are within the jurisdiction of the Commission;
- (4) Recommend to the appropriate agency or person legislative, administrative, legal or other ameliorative action to be taken to eliminate discrimination and foster good will;
- (5) Invite and enlist the cooperation of any citizen, organization or committee which can be of benefit in fulfilling the responsibilities of the Human Relations Commission in carrying out specific programs designed to lessen conflicts and in improving understanding in the community;

- (6) Adopt such bylaws, rules of procedure and regulations as may be deemed necessary to conduct its meetings, conciliation conferences, public hearings and general operations and to carry out the purposes and provisions of this Ordinance;
- (7) The Commission may also cooperate and assist any person who requests such cooperation or assistance for the purpose of developing or maintaining equal employment opportunity programs;
- (8) Prepare and submit annually to the City Council, at or shortly after the end of each fiscal year, a report of its activities during such fiscal year;
- (9) Refer individuals and/or information to other agencies or persons when appropriate. Serve as a resource/liaison for information, training, education and outreach efforts.
[Ord. No. 1996-8]
- (10) Promote and sponsor a Juneteenth celebration and/or event on an annual basis, which may be held in conjunction or partnership with one or more other celebrations of Juneteenth, and to solicit community and corporate sponsorships to assist in funding the celebration and/or event, as well as selecting a date and time for the Juneteenth celebration and/or event that maximizes participation. The City Council, each year, shall determine a budget for the celebration and/or event, as part of the City's annual budget-making process. **[Added 10-26-2020 by Ord. No. 2020-76]**
- (11) To select a date and time for the sponsored Juneteenth Celebration and/or event to maximize participation; **[Added 1-25-2021 by Ord. No. 2021-4]**
- (12) To promote and sponsor an annual observance in honor of Indigenous Peoples' Day on the second Monday in October, which may be held in conjunction or partnership with one or more other observances or organizations, and to solicit community and corporate sponsorships to assist in funding the celebration and/or event. **[Added 1-25-2021 by Ord. No. 2021-4]**
- (13) To serve as an advisory body to the City Council, the City Manager and other City officials in creating, supporting, developing and maintaining plans for the City's Welcoming America initiative, including specifically plans for Welcoming America week.
- (14) To establish indicators that will allow the City to measure how well the community is meeting the standard.
- (15) To serve as convening body for and liaison to other public and private organizations in the City.
- (16) To coordinate with the Mayor and City Council, the City Manager, and other City officials to showcase the vibrancy of the City's international residents.
- (17) To monitor demographic data on the economic impact and expressed needs of immigrant residents in relation to the City's Welcoming America initiative and programs.



Regular Agenda Item No. 8.A.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Presentation and Discussion on the 2025 Annual Report by the Public Service and Community Relations Board (PSCRB), as requested by the City Clerk Department.

Recommended Motion: None; Presentation only.

Strategic Plan:

Goal 4. Strong Neighborhoods

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

Background: The Public Service & Community Relations Board (PSCRB) will present their 2025 Annual Report as required by City Code.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. 2025 PSCRB Annual Report



To: Mayor Dan Brady
City Council
City Manager

From: Rachel McFarland, Chair
Public Safety and Community Relations Board

Subject: 2025 Public Safety Community and Relations Board Annual Report

Date: February 1, 2026

This Annual Report is intended to provide a summary of activities of the Public Safety and Community Relations Board (PSCRB) for January 2025 to date.

Highlights

- Review of Monthly and Quarterly Meeting dates
- Presentations to and Feedback from the Community
- Report on Complaint(s) Reviewed
- Action Items

Review of Monthly and Quarterly Meeting dates

Meetings were scheduled for the fourth Wednesday of the month and combined Quarterly meetings on the fourth Wednesday of the month for each quarter.

Presentations to and Feedback from the Community

Monthly meetings included reports from the Bloomington Police Department on the number of complaints received in the previous month, year to date and pending investigation, as well as a detailed taser report, which includes all instances in which a taser was displayed or deployed and description of incident. Updates on crime resolution using ALPR data are also reviewed.

The Bloomington Police Department reported there were:

- 30 complaints received in 2025
- 68,257 calls for service
- 239 instances where force was used or displayed 99.6% of calls were handled without use of force.

- 28 complaints received in 2024
- 17 complaints received in 2023
- 21 complaints received in 2022
- 32 complaints received in 2021

Topics at Meetings included:

- Training and Recruitment updates for BPD officers
- Taser and Use of Force Reports from BPD
- Review of PSCRB role and responsibilities
- PSCRB goals: Community Outreach and Engagement
- Complaint review process
- Traffic stop data (Illinois Department of Transportation) and racial disparities in traffic stops updates/reports
- Flock system automated license plate readers updates/data reports
- Feedback and questions from the Community are received by the board and actions taken from suggestions.
- Assistant Chief Wamsley brought several BB guns for us to see after an officer involved shooting involving a BB gun. These guns are easily mistaken for real weapons.

Report on Complaint(s) Reviewed

One complaint was appealed to the PSCRB in 2025.

Action Items:

1. Board Members Update: Two youth members joined the board in 2025; Giselle Lee and Yvett Hernandez. Nitán Aurora joined and was replaced by Ricardo Alvarado. We are considering a change in time of the monthly meetings to help encourage attendance by board members and the community. We held 8 of the required 12 meetings in 2025. Meetings were canceled due to the lack of a quorum.

2. Bi-annual review of complaints filed by PSCRB: As part of the ongoing community outreach and education efforts by the board, Bloomington Police Department provides for the PSCRB a compilation of all complaints filed to date at least twice a year, excluding those complaints set for or awaiting adjudication or those that may be appealed to the PSCRB. This review provides the board an opportunity to ask questions about BPD policy and procedures and provides more insight to the types of complaints received by BPD.

3. 2026 Focus

Community engagement

Board engagement

Our focus for 2026 is better planning for enhanced community engagement. A subcommittee has been formed to identify topics and calendar for quarterly meeting discussions for the year. Another subcommittee was formed to review the Care for Victims report and make recommendations on any changes to our processes.

Thank you,

Rachel McFarland

PSCRB Chair



Regular Agenda Item No. 8.B.

For City Council: April 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 7 and the Schedule of Fees Creating a Festival License, as requested by the City Clerk Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Strong Neighborhoods

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

Background: In recent years, the City has seen an uptick in interest in holding festivals in Bloomington, as well as having gotten some experience in festivals in Bloomington/Normal with Tailgates 'n' Tallboys. Staff believe the City would benefit greatly from creating a Festival license to best empower the City to play a role in regulating and ensuring the safety of residents and attendees at such outdoor or open air events. The regulation of outdoor or open air festivals, mass gatherings, temporary vendor operations, and events of significant size is necessary to protect public health, safety, and welfare.

If approved, the proposed Ordinance would create a Festival license that would be required for any outdoor or open air events held on public or private property with 300 or more attendees. City-sponsored events, the Bloomington Farmer's Market, official events hosted or sponsored by local school districts or universities, and religious or political assemblies would be exempt. Events held on public right-of-way would also be exempt and would continue to be regulated by the City's Special Event Permit. This new license, if approved, would operate in a similar manner as the Special Event Permit, but would instead also apply to private property.

City public safety departments (primarily Police and Fire, but also inspectors, etc.) would play key roles in evaluating safety plans and even in some instances, would be able to require the presence and participation of City public safety departments. In addition, applicants would be required to show proof of insurance, health and safety permits, tax registration, state licenses, etc. The application process will be simple and the cost minimal to cover staff time, etc. Overall, the goal of the license will be heavily focused on safety and compliance.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will Amend the Bloomington City Code by Updating Chapter 7, Article V. and the Schedule of Fees Creating a Festival License. The fees will be recorded in the Non-Departmental-Other Licenses account (10010010-51990). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. The schedule of fees is as follows:

SCHEDULE OF FEES – EFFECTIVE MAY 8, 2026 (If approved)

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law. (Reference to the related Chapter-Section of the City Code is listed with the Fee)

ENTERTAINMENT VENUES AND AMUSEMENTS (CHAPTER 7)

D. Festivals

- | | |
|---------------------------------|------------------|
| 1. Application Fee: | \$100.00 (7-504) |
| 2. License Fees (per event day) | |
| i. Tier I: | \$100.00 (7-506) |
| ii. Tier II: | \$200.00 (7-506) |
| iii. Tier III: | \$300.00 (7-506) |

Attachments:

1. Ordinance

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 7 AND THE SCHEDULE OF FEES CREATING A FESTIVAL LICENSE

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 finds that the regulation of festivals, mass gatherings, temporary vendor operations, and public or private events of significant size is necessary to protect public health, safety, and welfare; and

WHEREAS, City staff drafted Chapter 7 City Code and Schedule of Fees amendments outlined in Exhibit A to create a Festival License to ensure said protections; and

WHEREAS, the City Council has determined that the recommended amendments are in the best interest of the City of Bloomington and its residents.

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

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

SECTION 2. That Chapter 7 and the Schedule of Fees, of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 3. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall be in full force and effect 10 days after passage and approval in accordance with law.

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 7 – Entertainment Venues and Amusements Article IV – Circuses and Carnivals

~~§ 7-401 [Ch. 7, Sec. 101] License.~~

~~It shall not be lawful to parade in the streets or to load or unload within the corporate limits of said City in connection with any circus, menagerie, wild west show, or other exhibition showing in tents or open air without first having obtained a license for that purpose as herein provided; and any person violating this section shall forfeit and pay not less than \$5 nor more than \$100 for each offense.~~

~~§ 7-402 [Ch. 7, Sec. 102] Parade – license shall specify – penalty.~~

~~Whenever it is desired to do any of the things such as is described in the first Section of this article, the license shall be so drawn as to include the same and shall, if for a parade, specify the streets and avenues in and along which any such parade may be made, and such parade shall not be made in or along any other streets or avenues than those named in such license. Any person, firm, or corporation so licensed to have a parade who shall violate any of the terms of the license concerning such parade shall be subject to a penalty of not less than \$50 nor more than \$200 for each offense.~~

~~§ 7-403 [Ch. 7, Sec. 103] License fee.~~

~~The following or license fee shall be imposed upon each license granted and shall be paid to the Director of Finance upon the granting of such license by the City Manager; the managers of, or agents for, circus or menagerie companies, wild west shows, or other exhibitions showing in tents or in the open air shall pay to the Director of Finance a sum as set forth in the Schedule of Fees to parade or to load or unload within the corporate limits of the said City; said license shall expire on April 30.~~

Article IV – Festivals

§ 7-401 [Ch. 7, Sec. 145] Definitions.

Alcohol – The product of distillation of any fermented liquor, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Building – A structure all under one roof or a group of structures having separate roofs, but connected by tunnels, passageways, or corridors.

City-Sponsored Event – Any event, excluding Block Parties, sponsored or organized by the City, which will require that any portion of a public building or public right of way be occupied, regulated, obstructed, or otherwise modified from its normal use to accommodate event patrons

Classification Tier – Classification based on expected number of anticipated attendees, which shall be:

- A. Tier I: 300–2,000
- B. Tier II: 2,001–10,000
- C. Tier III: 10,000 and Over

Entity – An organization (such as a business or governmental unit) that has an identity separate from those of its members including, but not limited to, corporations, not-for-profits, limited partnerships, limited-liability companies, or limited-liability partnerships.

Fence – Any barrier or partition with principal dimensions of height and length clearly defining the perimeters of a mass gathering and designed to control ingress and egress. A fence shall include, but not be limited to buildings, walls, hedges, and structures.

Festival – An outdoor or open air gathering of 300 or more attendees per day. A festival shall not include City-sponsored events, events requiring a City Special Event Permit, the Bloomington Farmer's Market, official events hosted or sponsored by local school districts or universities, and religious or political assemblies.

Licensee/License Holder – The individual or organized licensee or license holder and any officer, associate, member, representative, agent, or employee of a licensee or license holder.

Local Emergency Contact – An individual who will act as the primary contact before, during, and after an event.

Mass Gathering – Any outdoor or open air gathering of three hundred (300) or more persons.

Organizer – The individual or entity legally responsible for festival planning, operations, and compliance.

Person - Any individual, partnership, corporation, firm, limited-liability company, or other legal entity.

Security Personnel – Any person employed to attend the festival and assist in maintaining order. Security personnel shall be clearly identified as such and shall not consume alcoholic liquor or participate in event activities while on duty at the festival.

§ 7-402 [Ch. 7, Sec. 146] License Required.

No festival may occur without a valid Festival License under this Section. Any person operating a festival without a City Festival License shall pay a fine of not less than \$1,000 nor more than \$5,000 for each offense and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

§ 7-403 [Ch. 7, Sec. 147] Exemptions.

City-sponsored events, events requiring a City Special Event Permit, the Bloomington Farmer's Market, official events hosted or sponsored by local school districts or universities, and religious or political assemblies are exempt, but must comply with all necessary zoning, fire, and building codes.

§ 7-404 [Ch. 7, Sec. 148] Applications

- A. Applications for creation of such license shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

- (1) The applicant's name, telephone number, physical address, and email address;
- (2) The name, cell phone number, and email address of the person that will be the main point of contact for the event;
- (3) Event Information
 - a. The name, date(s), start time(s), end time(s), and location of the event;
 - b. The type of event to be held (carnival, mass gathering, etc.);
 - c. A description of the event;
 - d. A statement of whether any City services will be requested for the event set up, tear down, or the event itself;
 - e. A rain date, if applicable;
 - f. Anticipated number of attendees;
 - g. A plan for how parking will be organized;
 - h. A plan for how security will be utilized and if a professional company is being used, the name of the company and the name, cell phone number, and email address for the main point of contact for the company;
 - i. Whether alcohol will be served or consumed at the event; and
 - j. Whether the applicant has previously held similar events.
- (4) An email address to be used for all licensing communications;
- (5) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;
- (6) Whether the applicant has been convicted of a felony, and if so, provide the nature of each felony, the jurisdiction(s) involved, and date(s) of conviction;
- (7) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the planning or execution of the event; and
- (8) Any other information deemed necessary by the City.

B. The following must be submitted as supplemental documentation to the application:

- (1) A list of all owners/partners/officers with name, date of birth, personal address, email address, and percent ownership/stock;
- (2) A signed agreement between the organizer and the owner of the premises for which the event will be held, if applicable;
- (3) A list of all vendors including mobile food vendors that will be operating during the event, if applicable. The list must include the vendor's business name, phone number, address, and email address, as well as a primary contact for each day(s) of the event and their cell phone;
- (4) A full event schedule, as advertised to the public or the private group;
- (5) A computer-generated site map for the event that includes all of the following using the abbreviations associated with each category:
 - a. Location of Vendors (V) with Food Vendors (FV) broken out separately;

- b. Location of Tents (T) and Canopies (C);
- c. Location of Washroom Facilities (WF);
- d. Location of Alcoholic Beverage Vendors (AB);
- e. Location of Non-Alcoholic Beverage Vendors (NAB);
- f. Location of Garbage (G) / Recycling (R) Receptacles;
- g. Location of Parking (P);
- h. Public Entrances (PE) and Exits (PX); and
- i. Location of Sound Stages (SS).

(6) A Certificate of Liability Insurance including:

- a. The applicant's name must be listed as the insured;
- b. The start and end dates of coverage as well as coverage limits;
- c. The City of Bloomington listed as an Additional Insured (can be included in the "Description of Operations" box); and
- d. The City of Bloomington, 115 E. Washington St., Bloomington, IL 61701 listed in the Certificate Holder section.

(7) All required health permits must be kept on file with the City Clerk at all times.

(8) If a non-profit organization, proof of status must be provided in the form of an IRS Determination Letter (501(c)(3) Letter), IRS Affirmation Letter, or Forms 990, 990-EZ, or 990-N.

- C. If the applicant is an entity, the entity must be in good standing with the State of Illinois before a license will be issued.
- D. City staff are empowered to require background checks and investigations of the applicant.

§ 7-405 [Ch. 7, Sec. 149] License Requirements.

No license shall be issued under this Article unless the following conditions are met:

1. Toilet facilities. The applicant shall provide toilet facilities as required by City Code. Toilet facilities shall be located within the mass gathering perimeters or within one hundred (100) feet thereof, and be identified as open for use by attendees.
2. Waste management. Refuse collection containers shall be placed within the perimeters of the mass gathering and at the point or points of egress from the mass gathering. Containers shall be durable and non-absorbent. Heavy-weight paper or plastic sacks designed specifically for storage or refuse may be used.
3. Traffic and parking control. The applicant shall have made provision for adequate lawful parking within the immediate area of the mass gathering site so that traffic will not be disrupted and that emergency vehicles shall have access to the site.
4. Security and public safety. The applicant shall provide security guards in a sufficient number to maintain order and ensure the safety of attendees and the general public. The

adequacy of the proposed security provided shall be determined by the Chief of Police, or their designee.

5. Mass gathering site. The mass gathering site shall be fenced in such a manner so that attendees are familiar with the lawful perimeters of the site, and also to assist the organizer / licensee in restricting the mass gathering to those persons invited to attend.
6. Interest in mass gathering site. The applicant shall demonstrate a legal interest in the mass gathering site by means of a deed, lease agreement, or other document stating such interest.
7. No beverages served in glass bottles will be permitted.

§ 7-406 [Ch. 7, Sec. 150] Disqualification for license.

No such license shall be issued to:

- A. A person not of legal age or under any legal disability;
- B. A person who is not a resident of McLean County, unless the local emergency contact for the event resides in McLean County;
- C. A person who has been convicted of a felony under the laws of the State of Illinois or any other state or the United States, unless it is determined, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;
- D. A person who has been convicted of being the keeper of or is keeping a house of ill fame;
- E. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;
- F. A person whose license issued under this Ordinance has been revoked for cause;
- G. A person who does not own the premises for which a license is sought or does not have a lease or other document stating such interest thereon for the full period for the license is to be issued;
- H. A person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for license as set forth in this chapter;
- I. A person who has a history of prior events where there have been numerous or significant violations of law, injury to attendees or the public, or disturbances of the peace;
- J. A person whose proposed event is likely to cause significant traffic, noise, litter, health, or safety risks or is other likely to disturb the peace; or
- K. A person who owes the City of Bloomington any outstanding fines, judgment debts, delinquent amounts for water or other City services, taxes, fees, or any other amounts unless they enter into a payment agreement approved by the City Manager. Any license issued pursuant to such an agreement shall be probationary in the sense that it shall be contingent upon full compliance with the agreement and shall be terminated and revoked upon failure to comply therewith.

§ 7-407 [Ch. 7, Sec. 151] Classification Tiers and Submission Deadlines.

- A. Each event shall be classified in tiers based on the number of anticipated attendees. The license fee for each Classification Tier shall be set forth in the Schedule of Fees. License fees are determined per day for consecutive event days. Classification Tiers shall be as follows:
 - (1) Tier I: 300–2,000
 - (2) Tier II: 2,001–10,000
 - (3) Tier III: 10,000 and Over
- B. Applications for license must be submitted according to the following schedule to ensure the City has adequate time to review and process each request:
 - (1) Tier I: ≥30 days before event.
 - (2) Tier II: ≥60 days before event
 - (3) Tier III : ≥90 days before event
- C. The City Manager, or their designee, is hereby authorized to make exceptions to submission deadlines for good cause shown.

§ 7-408 [Ch. 7, Sec. 152] Alcoholic Beverages

- A. Festivals with alcohol must comply with Chapter 6 of this Code.
- B. Festivals that do not qualify as Recurring Festivals as defined in § 7-408C require public hearing before the Liquor Commission. Applicants must obtain the appropriate liquor license before alcohol service is permitted.
- C. For recurring festivals, as defined in this Subsection, the Liquor Commissioner may consider and approve the request without the necessity for a public hearing and may impose such conditions as deemed necessary to protect the health and safety of the public or to be in the best interest of the City of Bloomington. As used in this Subsection, a recurring festival is an event which:
 - (1) Has occurred in two or more consecutive years and is held by the same event organizers;
 - (2) Requests no substantial changes from previous years; and
 - (3) Has had no previous violation, enforcement, or public safety issues or concerns.

§ 7-409 [Ch. 7, Sec. 153] Fees.

The fee for a Festival License shall be set forth in the Schedule of Fees. Said fees are not subject to proration or refund and are due prior to issuance of the license. The application fee shall also be set forth in the Schedule of Fees and is not subject to reimbursement or refund upon denial of a license.

§ 7-410 [Ch. 7, Sec. 154] Notices of change.

Any change to the information provided in the application shall be reported without delay to the City Clerk Department by email, so that all required reviews may be conducted using accurate and current information.

§ 7-411 [Ch. 7, Sec. 155] Application Review.

The City Clerk shall coordinate review with all City departments and the McLean County Health Department. The City Clerk shall approve or deny an application based upon the standards set forth in this Article.

§ 7-412. [Ch. 7, Sec. 156] Denial of licenses.

A festival license shall be denied if any required information is omitted or false, if the applicant meets one or more of the disqualifications under § 7-406, or if the applicant does not meet the licensing requirements as stated in § 7-404 and § 7-405. The City Clerk shall send a letter via email to an applicant stating the reason for the denial. An applicant may appeal any denial to the City Manager, or their designee, who shall then hold a hearing to determine if the denial of the license was for a lawful reason. It shall be the burden of the applicant to show that they meet the qualifications for a license. In order for an appeal to be considered, a written request for appeal must be received by the City Clerk within seven (7) days of the date of the notice of denial.

§ 7-413 [Ch. 7, Sec. 157] Registration Requirements; Termination of License.

Prior to issuance of the Festival License, the applicant must provide proof of being registered with the City's Finance Department for all applicable tax collection purposes.

§ 7-414 [Ch. 7, Sec. 158] License Term.

Festival Licenses may be issued for specified days or multi-day events under the same license.

§ 7-415 [Ch. 7, Sec. 159] Public Safety and Compliance.

- A. All festivals must have their safety plans approved by City Police and Fire.
- B. The City maintains exclusive authority to determine what is necessary and required for the festival to take place in a safe and orderly manner.
- C. The City may require the mandatory involvement and use of City Police and Fire at festivals.

§ 7-416 [Ch. 7, Sec. 160] License Revocation, Suspension, or Nonrenewal.

- A. In addition to the imposition of fines provided in this Chapter, any Festival License may be revoked or suspended, after notice by the City Manager, or their designee, for any of the following reasons:
 - 1. Violation of any of the provisions of this Chapter;

2. Violation of any law occurring on the event premises committed by the licensee or any employee or volunteer of the licensed organization;
 3. Violation of any law or state regulation regarding Festival Licenses;
 4. Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;
 5. Failure to provide accurate information regarding the event; or
 6. Violation of Chapter 6 of the City Code pertaining to regulation of alcoholic beverages, or of any other state or federal liquor laws.
- B. Licenses may be revoked due to risks to public safety.
- C. In the case of revocation, the City Clerk shall send a letter via email to the license holder stating the reason for the revocation. The license holder may appeal the revocation to the City Manager, or their designee, who shall then hold a hearing to determine if the revocation of the license was for a lawful reason. It shall be the burden of the license holder to show that the alleged reasons for revocation do not exist or did not occur. In order for an appeal to be considered, a written request for appeal must be received by the City Clerk within seven (7) days of the date of the notice of revocation. A hearing shall be held within seven (7) days of the request for appeal and the license shall remain revoked until said hearing.

§ 7-417 [Ch. 7, Sec. 161] Penalties.

- A. Any person, firm, or entity violating any provision of this Chapter shall, unless otherwise provided in this Chapter, be fined not less than \$250 nor more than \$2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.
- B. Violators of the provisions of this Chapter may also be subject to fines and penalties for violations of other provisions of the City Code such as the ordinance pertaining to disorderly premises.

§ 7-418 [Ch. 7, Sec. 162] Post-Event Reporting & Cleanup.

Organizers must submit post-event reports (attendance numbers, incidents, complaints, etc.) within 15 days of the completion of the event. Organizers are responsible for site restoration and damage reimbursement.

§ 7-419 [Ch. 7, Sec. 163] License Approvals Contingent on Code Compliance.

All license approvals are contingent upon compliance with building, health, and safety codes.

SCHEDULE OF FEES – EFFECTIVE MAY 8, 2026

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to the related Chapter-Section of the City Code is listed with the Fee)

ENTERTAINMENT VENUES AND AMUSEMENTS (CHAPTER 7)

D. Festivals

- | | |
|--|-------------------------|
| a. <u>Application Fee:</u> | <u>\$100.00 (7-404)</u> |
| b. <u>License Fees (per event day)</u> | |
| i. <u>Tier I:</u> | <u>\$100.00 (7-407)</u> |
| ii. <u>Tier II:</u> | <u>\$200.00 (7-407)</u> |
| iii. <u>Tier III:</u> | <u>\$300.00 (7-407)</u> |



Regular Agenda Item No. 8.C.

For City Council: April 27, 2026

Ward Impacted:

Subject: Consideration and Action on a Resolution Approving an Agreement with Firefly Services for a Drone Show to be Performed in Celebration of the United States 250th Anniversary, in the Amount of \$60,000, as requested by the Administration Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

Background: For America's 250th anniversary celebration, the City would like to offer a elevated experience and is proposing to partner with local municipal bodies and potentially businesses in a drone show. The proposed Resolution, if approved, will empower the City to enter into a contract for the drone show and will enable staff to pursue additional partnerships to cover the cost of the show.

Community Groups/Interested Persons Contacted: Staff have been in contact with other municipal bodies and local businesses to gauge interest in partnering to sponsor the show.

Financial Impact: If approved, the City will enter into an Agreement with Firefly Services for a Drone Show to be Performed in Celebration of the United States 250th Anniversary, in the amount of \$60,000. If approved, the Town of Normal has agreed to share in the costs and other sponsorships will be sought. McLean County has tentatively agreed to share in the costs. Impact on the FY 2027 Budget is to be determined based on sponsorship dollars that may be secured. If necessary, Finance will source dollars from the FY 2027 Budget to pay for the City's portion of the show.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A DRONE SHOW SERVICES AGREEMENT WITH FIREFLY DRONE SHOWS, LLC IN THE AMOUNT OF \$60,000 FOR THE PURCHASE DRONE SHOW TO BE PRESENTED ON JULY 2, 2026, IN MILLER PARK

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Drone Show for July 2, 2026 (“Purchase”), in the amount of \$60,000; and

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

WHEREAS, the City of Bloomington, the Town of Normal, and the County of McLean have partnered to host the Drone Show, and will tentatively share in the cost of the show; and

WHEREAS, the show consists of 300 drones and will include a combination of stock and custom animation elements along with custom audio and synchronization designed by Firefly; 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 a designated representative, is authorized to execute the Purchase, and any other documents necessary to complete this transaction.

PASSED this 27th day of April 2026.

APPROVED this ____ day of April 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

DRONE SHOWS SERVICES AGREEMENT

This Drone Shows Services Agreement (together with all exhibits and documents incorporated, this "Agreement") is made and entered on April 20th, 2026 ("Effective Date"), between the City of Bloomington with offices located at 115 E. Washington St. Bloomington, IL 61701 ("Client"), and Firefly Drone Shows, LLC, a Michigan limited liability company with offices located at 1900 Opdyke Ct. Auburn Hills, MI 48326 ("Firefly"). Firefly and Client may, without distinction, be individually referred to as a "Party" and collectively as the "Parties".

1. Drone Show and Services.

(a) Subject to the terms of this Agreement, Firefly agrees to perform a drone show display or displays consistent with the Scope of Services attached as Exhibit A ("Drone Show").

(b) The performance of the Drone Show will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Firefly in its sole discretion.

(c) The Parties agree that should unsafe conditions arise during the performance of the Drone Show, as determined by Firefly in its sole discretion, Firefly's Pilot in Command ("PIC") may halt the display. The PTC may resume the Drone Show if the PTC determines that safe conditions are restored.

(d) In the event the PIC determines that weather conditions require the postponement of the Drone Show, the Parties will work together in good faith to reschedule the Drone Show on a mutually agreed upon date within twelve (12) months of the original booking date at no additional cost. If the date cannot be rescheduled within the period above, the Client shall be required to pay Firefly Drone Shows 50% of the original invoiced amount.

(e) If Client wishes to change the scope or performance of the Drone Show, it must submit details of the requested change to Firefly in writing. Firefly will, within a reasonable time after such request, provide Client a written estimate of the time likely required to implement the change and any necessary variations to the fees and expenses arising from the changes.

(f) In full and final consideration for the services outlined above, Client agrees to pay Firefly the total amount of fees and expenses stated in the attached invoice ("Invoice") attached as Exhibit B.

(g) Client shall pay the Invoice by wire transfer, check, or credit card with 3.5% service fee. 50% of the total amount of the Invoice is due upon the signing of this Agreement. The remaining 50% of the total amount of the Invoice is due within 24 hours of the completion of the Drone Show.

(h) Upon completion of the Drone Show, cancelation of the Drone Show due to weather, or if the Client cancels the Drone Show, Firefly will have 60 days to invoice ("Additional Expense Invoice") Client for any additional fees, costs, or expenses that the Client previously approved based on changes in scope or performance per Section 1(d) of this Agreement ("Additional Expenses"). The Client agrees to pay the Additional Expenses within 30 days of receiving any Additional Expense Invoice. Client will pay the full amount of the Additional Expense Invoice to Firefly by wire transfer, credit card or check made payable to Firefly Drone Shows, LLC to be delivered to Firefly's address provided in the first paragraph of this Agreement.

2. Client's Obligations.

(a) Client shall be solely and entirely responsible for the following obligations:

(i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Drone Show at least seven days before the performance of the Drone Show.

(ii) Obtaining all necessary permits required by local governmental agencies at least seven days before the performance of the Drone Show.

(iii) Maintaining a safe operating area from which the Firefly crew will work, uninterrupted.

(iv) Securing the area of operation to ensure only individuals necessary to the operation ("**Participating Persons**") are allowed in the area of flight operations as designated by Firefly.

(v) Ensuring that only Participating Persons will be permitted within the perimeter of 500 feet from the area of primary flying.

(vi) Ensuring that none of the Client's employees, contractors, or representatives are operating a drone within 2500 feet of the Drone Show location during the performance of the Drone Show.

(b) Client, and its employees, representatives, and agents, must respond promptly to any Firefly request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Firefly to perform the Drone Show in accordance with the requirements of this Agreement.

(c) If Firefly's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its employees, representatives, and agents, Firefly shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, if arising directly or indirectly from such prevention or delay. Firefly shall be responsible to the extent that such act or omission of Client or its employees, representatives, and agents was caused directly or indirectly by Firefly's negligent acts or omissions and/or failure to communicate with Client.

3. Cancellation.

(a) If Firefly is unable to perform the Drone Show due to (i) the Parties inability to obtain the requisite permissions to perform the Drone Show, (ii) the illness, injury, or death to its employees or personnel who are intended to pilot and coordinate the Drone Show, (iii) or due to the damage or destruction of Firefly's equipment prior to or during transit to the location of the Drone Show (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Firefly or its personnel, Firefly may cancel the Drone Show and any of its obligations under this Agreement by providing Client notice as soon as reasonably possible before the Drone Show. If a cancellation under this Section 3(a) is required, Firefly will provide Client a full refund of any amounts Client paid to Firefly at the time of cancellation.

(b) If Client cancels this Agreement more than 30 days before the scheduled date of the Drone Show for any reason other than inclement weather or a public health, welfare or safety concern, the cancellation fee will be 25% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Drone Show from moving forward as scheduled.

(c) If Client cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Drone Show, the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

(d) If Client cancels this agreement less than 72 hours before the scheduled date of the Drone Show, the Client shall pay Firefly the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

(e) "(e) In addition to the termination rights set forth in Sections (a) through (d) above, the Client, through its City Manager, may also terminate this Agreement for its convenience and without cause at any time during the Term by providing written notice of termination to Firefly. Such termination shall become effective upon Firefly's receipt of the notice. Furthermore, if the City Manager determines, in the City Manager's sole discretion, that a public health, welfare, or safety concern exists, the City Manager may, by verbal or written notice to Firefly, immediately suspend the services under this Agreement for a specified period or, alternatively, terminate the Agreement effective on a designated date. If the Agreement is terminated for convenience by the Client under this section (e), Firefly shall be paid for all services satisfactorily performed and for any actual costs incurred (in the event of partial performance) prior to the effective date of termination. After such payment, the Client shall be released from all liabilities, duties, and obligations arising under this Agreement, except for those provisions expressly stated to survive termination or expiration."

4. Statement of Compliance. Firefly complies with federal aviation law. In connection with these obligations, Firefly hereby represents and warrants to Client that Firefly is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2025-02052 ("**Waiver**"). Client represents that nothing in this Agreement shall obligate Firefly to exceed or violate the terms of the Waiver.

5. Insurance. Firefly will provide Client a certificate of commercial general liability insurance coverage for UAS flight-related aerial operations, issued by a company with an A. M. Best rating of A- or better, naming Client as an additional named insured in an amount of at least ten-million dollars USD (\$10,000,000.00) per occurrence.. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- a) Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Client.
- b) Waiver of Subrogation - Firefly agrees to obtain any endorsement, if necessary, to affect a waiver of subrogation on the coverages required. Firefly expressly agrees that this requirement of waiver of subrogation applies to the Parties regardless of whether Client has received a waiver of subrogation endorsement from the insurer.

6. Indemnification.

Each Party shall defend, indemnify, and hold harmless the other Party, together with its respective agents, employees, heirs, representatives, successors, and assigns, from and against any costs, losses,

claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) arising out of or resulting from: (a) any inaccuracy in any representation or any breach of any warranty made by the indemnifying Party under this Agreement; (b) the indemnifying Party's gross negligence or willful misconduct in performing its obligations under this Agreement; (c) any material breach by the indemnifying Party of its representations, warranties, covenants, or agreements under this Agreement; or (d) any third-party claim based on, resulting from, or arising out of the indemnifying Party's conduct under this Agreement.

This indemnification provision shall survive expiration or termination of the Agreement.

7. Intellectual Property. All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to the Drone Show, work product, and other materials that are delivered to or for Client under this Agreement shall be owned by Firefly.

8. Confidential Information.

(a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.

(b) The Parties acknowledge that the Client, as a municipal entity, is obligated to comply with the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq., and must produce documents in response to FOIA requests unless an applicable exemption applies. Firefly shall maintain all records, documents, and data related to this Agreement in a manner that allows the Client to comply with FOIA. In the event a FOIA request seeks the Vendor's confidential or proprietary information, the Client shall promptly notify Firefly of the request. Firefly shall, within a reasonable time specified by the Client, and so that the City may comply with applicable deadlines under the Act, advise the Client in writing whether it objects to disclosure. If Firefly objects to disclosure, it shall be solely responsible for filing any objection, seeking a protective order, or taking any other necessary action to have the issue resolved under Illinois law. Firefly shall indemnify and hold the Client harmless from any penalties, costs, or liabilities imposed as a result of Firefly's failed objection or arising out of Firefly's delay in providing direction, asserting objections, or taking required action in connection with such FOIA request.

(c) Under this Agreement, "**Confidential Information**" includes, but is not limited to, Firefly's operating procedures, operations manuals, and any documents marked "Confidential."

(d) Firefly shall be entitled to injunctive relief for any violation of this Section.

(e) Notwithstanding the foregoing, any document or information, regardless of its physical form, created pursuant to this Agreement in connection with the transaction of the Client's official business shall not be considered trade secret information. This includes, without limitation, the terms of this Agreement, revenue and revenue statements received by the Client pursuant to this Agreement, and any correspondence or emails exchanged between the Parties.

9. Representation and Warranty.

(a) Firefly represents and warrants to Client that it shall perform the Drone Show using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) In the event of a materially defective Drone Show, Firefly shall, in its sole discretion, either:

(i) Reperform the Drone Show; or

(ii) Credit or refund the price of the Drone Show at the pro rata contract rate.

(c) The remedies set forth in this section shall be Client's sole and exclusive remedy and Firefly's entire liability for any breach of the limited warranty set forth in this section.

(d) Except for the warranty set forth above, Firefly makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; or (b) warranty of title; or

(c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

10. Limitation of Liability.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT FIREFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL FIREFLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS OF THE AVAILABLE LIMITS OF LIABILITY INSURANCE APPLICABLE TO SUCH LOSS. IN THE EVENT THAT COVERAGE FOR ANY ALLEGED LOSS IS DENIED OR EXCLUDED UNDER THE

APPLICABLE LIABILITY INSURANCE POLICY, FIREFLY'S LIABILITY SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID OR PAYABLE TO FIREFLY PURSUANT TO THIS AGREEMENT.

Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.¹² Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Sections 6, 7, 8, 9, 10, and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of 24 months after such expiration or termination.

13. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Drone Show. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party.

14. Force Majeure. Firefly shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Firefly including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication breakdown or power outage.

15. Severability. If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Form of Written Notice. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.

17. Choice of Law and Venue. This Agreement and all matters arising out of or relating to this

Agreement are governed by, and construed under the laws of the State of Illinois, without giving effect to any conflict of laws provisions thereof. The exclusive venue for any litigation arising out of this Agreement shall be McLean County, Illinois, if in state court, and the U. S. District Court, Central District of Illinois, if in federal court.

18. Cumulative Remedies. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

19. Assignment. Neither Party may directly or indirectly assign, transfer, or delegate any of or all its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether such Party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be invalid.
20. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
23. Waiver. No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
24. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
25. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The Parties may not amend this Agreement except by written instrument signed by the Parties.
26. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF BLOOMINGTON, IL

FIREFLY DRONE SHOWS, LLC



Name:
Its:

By: Matthew Sanker
Its: Director of Sales

EXHIBIT A
SCOPE OF SERVICES

Date(s) of Show Performance:	July 2nd, 2026
Approximate Time of Show Performance:	9:00pm
Location of Show Performance:	McLean County Fairgrounds 40°29'41.4"N 89°02'46.6"W
Quantity of Drones Used Per Show:	300 Drones
Duration of Show Performance:	15 Minutes
Show Design Description:	The Drone Show will be comprised of stock show elements designed by Firefly Drones Shows with the addition of the custom elements as listed below: - Creative TBD
Additional Specifications/Comments:	

EXHIBIT B
INVOICE

Firefly Drone Shows
1900 Opdyke Ct
Auburn Hills, MI 48326
www.fireflydroneshow.com



Estimate

ADDRESS

City of Bloomington
ATTN: Katherine Murphy
115 E. Washington St.
Bloomington, IL 61701

ESTIMATE# 2359

DATE 04/17/2026

EXPIRATION DATE 05/01/2026

JOB NUMBER

Independence Day Celebration

ACTIVITY	QTY	RATE	AMOUNT
Drone Light Show - 300 Drones, 15 minutes - Date: July 2nd, 2026 - Locabn: Bloomington, IL		60,000.00	60,000.00

Included in Quote:

- Complimentary Content Capture
- All Travel, Logistics, Lodging & Per Diem Expenses
- Full Custom Animation & Access to Firefly's Stock Library
- Custom Audio Design & Synchronization
- FAA Permitting, Airspace Authorization & Altitude Waiver
- Onsite Setup, Execution, and Teardown
- Project & Logistics Coordination

SUBTOTAL	60,000.00
TAX	0.00
TOTAL	\$60,000.00

Accepted By

Accepted Date