



**City of Bloomington
City Council
Regular Session
May 26, 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



AMENDED

**City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Tuesday, May 26, 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. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org 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 April 27, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action to Approve the Minutes of the May 11, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - C. Consideration and Action on Approving Bills and Payroll in the Amount of \$18,097,107.22, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - D. Consideration and Action on Approving Appointments and Reappointments to Boards and Commissions, as requested by the Administration Department.** (Recommended Motion: The proposed Appointments and Reappointments be approved.)
 - E. Consideration and Action on a Resolution Approving a Memorandum of Understanding with Unit 5 School District for the School Resource Officer**

Program, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

- F. **Consideration and Action on a Resolution Approving an Update to the Public Safety & Community Relations Board Brochure, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving the Second Amendment to the Contract Between the City of Bloomington and Jeffrey R. Jurgens, as requested by the Mayor Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving Fiscal Year 2027 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements, in the Amount of \$50,000, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Granting the City Manager Authority to Settle a Property Damage Claim with Ken Fornoff, in an Amount Not to Exceed \$53,645.38, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc., for Construction and Demolition Debris Disposal (Bid #2025-33), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$386,250 in Fiscal Year 2027 and \$397,838 in Fiscal Year 2028, as requested by the Public Works Department.** (Recommended Motion: The proposed Resolution be approved.)
- K. **Consideration and Action on a Resolution Approving a Unit Price Agreement with Linde, Inc., for Carbon Dioxide (Bid #2026-28), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$237,500, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- L. **Consideration and Action on a Resolution Approving a Unit Price Agreement with Carus, LLC, for Sodium Hexametaphosphate (Bid #2026-28), and Authorizing Purchases Under the Agreement Not to Exceed \$50,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- M. **Consideration and Action on a Resolution Approving an Agreement With Norit Americas, Inc., for Powdered Activated Carbon (Bid #2026-28), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$375,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- N. **Consideration and Action on (1) a Resolution Approving an Agreement with Baxter and Woodman, Inc., for the Sunnyside Park Sustainability Initiative (Bid # 2026-35), in the Amount of \$7,532,096.92; and (2) an Ordinance Amending the Budget Ordinance for Fiscal Year Ending April 30th, 2027, for the Capital**

Improvement Fund, to Utilize a Donation from Bloomington Normal Water Reclamation District and an Illinois Department of Natural Resources' Grant, in the Amount of \$7,532,096.92, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

- O. **Consideration and Action on a Resolution Approving an Agreement with IMEG Consultants Corp., for Various Geotechnical and Field Testing Services, in the Amount of \$75,000, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- P. **Consideration and Action on a Resolution Approving an Agreement with Thouvenot, Wade and Moerchen, Inc., for Construction Engineering Services Related to the Locust Street Combined Sewer Separation and Watermain Replacement Phase 8, in an Amount Not to Exceed \$178,500, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- Q. **Consideration and Action on a Resolution Approving an Agreement with Walker Consultants, Inc., for the Police Department and Arena Parking Garage Maintenance Repairs Restoration Services (RFQ #2025-32), in the Amount of \$116,050, as requested by the Administration - Facilities Department.** (Recommended Motion: The proposed Resolution be approved.)
- R. **Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 6, Bloomington Parcel Additions, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- S. **Consideration and Action on an Ordinance Approving an Easement Vacation Plat for Lot 703 in The Grove on Kickapoo Creek Tenth Addition, for the Property Commonly Known as 1007 Bell Grove Lane (PIN: 22-08-427-098), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- T. **Consideration and Action on a Resolution Adopting a Code of Ethics as Proposed by the Ethics Committee of Bloomington/Normal, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.)

8. Regular Agenda

- A. **Consideration and Action on an Ordinance Establishing a Temporary Moratorium on Data Center Facilities with a Design Capacity of Greater than 5 Megawatts of Power in the City of Bloomington, Illinois, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)
- B. **Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 44 with Text Amendments, Modifications, and Additions to the Zoning Code, Relating to (1) Definitions, (2) Use Permissions and Use**

Provisions for Mini Warehouses, (3) Screening for Roof-Mounted Mechanicals, (4) Sight Distance Requirements, (5) Creation and Implementation of a Secondary Front Yard, (6) Off-street Parking and Loading, (7) Fence Regulations, and (8) General Administrative Corrections, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Services Director, 5 minutes; and City Council Discussion, 5 minutes.)

- C. **Consideration and Action on an Ordinance Amending Chapter 2 of the Bloomington City Code to Amend the Rules for Conduct of Meetings, as requested by the Mayor.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Dan Brady, Mayor, 5 minutes; and City Council Discussion, 5 minutes.)

9. Finance Director's Report

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

10. City Manager's Discussion

11. Council Member Discussion

12. Mayor's Discussion

13. Executive Session

- A. **None planned; The Council reserves the right to go into Executive Session as needed and allowed by law (5 ILCS 120/2).**

14. Adjournment

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



Recognition/Appointments Item No. 5.A.

For City Council: May 26, 2026

Ward Impacted: City Wide

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

Recommended Motion: None; Recognition only.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The included appointments are representative of the Council's approval from the May 11, 2026, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Recognition of Appts from 5.11.26 Council

Appointments

Human Relations Commission:

- **Adinda Akmal**
- **Archana Nadkarni**
- **Jishnuram Nair**



Consent Agenda Item No. 7.A.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the April 27, 2026, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Priorities:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 04-27-2026 Council Minutes



**Minutes
City Council - Regular Session
Monday, April 27, 2026 - 6:00 PM**

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

Roll Call

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

Absent: Council Member Cody Hendricks

Recognition/Appointments

Item 5.A. Proclamation in Recognition of Brandon Holtz, as requested by the Administration Department.

Jason Wingate, Superintendent of Golf for the City, presented the Proclamation. Brandon Holtz accepted and thanked the Council and the Community for their support during his win at the U.S. Mid-Amateur Championship and participation in the Masters Golf Tournament.

Item 5.B. Proclamation Recognizing Fair Housing Month, as requested by the Administration Department.

Erin Duncan, Supervising Attorney for Prairie State Legal ("PSL"), accepted the Proclamation. She shared that PSL investigates housing discrimination, and encouraged the community to report suspected discrimination.

Item 5.C. Proclamation Recognizing 170th Anniversary of Franklin Square, as requested by the Administration Department.

Tim Maurer and David Walker, representatives of the Franklin Park Foundation, accepted the Proclamation. Mr. Maurer shared about their organization and how it impacted the community.

Item 5.D. Proclamation Recognizing 57th Annual Professional Municipal Clerks Week, as requested by the Administration Department.

Amanda Stutsman, Deputy City Clerk, and Leslie Yocum, City Clerk, accepted the Proclamation. Mrs. Stutsman thanked Council for the opportunity to be recognized.

Public Comment

Mayor Brady read a public comment statement of procedure. Donna Boelen and Noah

Tang emailed public comments. The following spoke in person: (1) Dave Bentlin; (2) Pastor William Bennett; (3) Theo Eddins III; and (4) Zach Ferrier. Anthony Andres registered, but was not present.

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 Kearns made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda with the exception of Items 7.M., 7.O., 7.R., and 7.X.

Item 7.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.)

Item 7.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.)

Item 7.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.)

Item 7.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.)

RESOLUTION NO. 2026 – 050

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

Item 7.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.)

RESOLUTION NO. 2026 – 051

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

Item 7.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.)

RESOLUTION NO. 2026 – 052

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

Item 7.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.)

RESOLUTION NO. 2026 – 053

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

Item 7.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.)

RESOLUTION NO. 2026 – 054

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

Item 7.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.)

RESOLUTION NO. 2026 – 055

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

Item 7.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.)

RESOLUTION NO. 2026 – 056

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

Item 7.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.)

RESOLUTION NO. 2026 – 057

**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**

Item 7.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.)

RESOLUTION NO. 2026 – 058

**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**

Item 7.M. was pulled from the Consent Agenda by Council Member Lee.

Item 7.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.)

RESOLUTION NO. 2026 – 060

**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**

Item 7.O. was pulled from the Consent Agenda by Council Member Lee.

Item 7.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.)

RESOLUTION NO. 2026 – 062

**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**

Item 7.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.)

RESOLUTION NO. 2026 – 063

**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**

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

Item 7.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.)

RESOLUTION NO. 2026 – 065

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

Item 7.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.)

ORDINANCE NO. 2026 – 036

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

Item 7.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.)

ORDINANCE NO. 2026 – 037

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)

Item 7.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.)

ORDINANCE NO. 2026 – 038

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)

Item 7.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.)

ORDINANCE NO. 2026 – 039

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

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Items Pulled from the Consent Agenda

The following Items were presented:

Item 7.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.

Item 7.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.

Council Member Lee noted that both Items 7.M. and 7.O. mentioned the same service provider and sidewalks. He expressed concern that the City was duplicating efforts.

Jim Karch, Engineering Director, clarified that Item 7.M. was specifically tied to sidewalks, curb and gutter work, including addressing 135 sidewalk complaints, as well as additional sidewalk issues adjacent to the complaints and sidewalk work along resurfacing routes. He explained that Item 7.O. was the maintenance contract for streets, alleys, and sidewalks to cover work beyond what Public Works crews could handle, with no specific locations predetermined.

Council Member Lee made a motion, seconded by Council Member Montney, to approve Items 7.M. & 7.O. as presented.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

RESOLUTION NO. 2026 – 059

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

RESOLUTION NO. 2026 – 061

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

The following Item was presented:

Item 7.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.

Council Member Kearns explained that she had pulled Item 7.R. to oppose removing the flex lane from the Downtown Streetscape Plan. She believed that it was short-sighted and favored car storage over people. She emphasized that it supported accessibility and flexible uses.

Council Member Ward agreed and underscored the need to make the community safer for bicyclists, pedestrians, and people with mobility challenges. She referenced her experience speaking at a memorial for cyclists killed in the community and her participation in a ride from Downtown to Uptown, which reinforced how difficult and dangerous travel can be for non-drivers.

Council Member Scott also opposed removing the flex lane, tying the issue to the City's broader housing goals. She noted that the City was trying to make Downtown more appealing for residential investment and argued that maintaining flex or bike lanes would support that goal.

Council Member Montney supported removing the flex lane, describing past discussions with Downtown business owners who desired convenient parking. She emphasized several businesses had already closed and that others were taking financial risks in choosing Downtown. She supported the business community's need for parking.

City Manager Jeff Jurgens reported that Downtown businesses strongly opposed the flex lane because it removed parking. Sr. Deputy City Manager ("DCM") Billy Tyus explained that instead of a continuous flex lane, the revised plan used painted on-street parking and delivery zones that could be relocated later, while separate Illinois Department of Transportation ("IDOT") and streetscape projects would add bike lanes on Business 51, slow vehicle traffic, and narrow streets to improve Downtown walkability. They both noted that the proposed solution was a compromise for all.

Council Member Kearns and Director Karch discussed how the Business 51 project would be reduced from four lanes to three with bike lanes in both directions.

Council Members Kearns and Straza and DCM Tyus then discussed the proposal of mapped delivery zones, which could be adjusted after further discussion with stakeholders. DCM Tyus stressed that because the zones would be defined with paint, the City could later relocate or redesign them if Downtown conditions or business needs changed.

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

Mayor Brady directed the Clerk to call roll:

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

Nayes: Kearns, Ward

Motion Carried.

RESOLUTION NO. 2026 – 064

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

The following Item was presented:

Item 7.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.

Council Member Kearns pulled the Item to allow for discussion, noting that Council Member Hendricks had intended to do the same. She referenced feedback from former and current members about how the two Commissions were created, emphasized that the Human Relation Commission (HRC) and Welcoming America Commission (WAC) served distinct roles, and questioned what efforts had been made to recruit candidates. She suggested Council consider tabling the Item to allow more consultation and discussion before taking action.

Council Member Montney said the City had a “scale problem” with Boards and Commissions (“B&Cs”), noting the City had more than comparable communities, has frequent quorum issues, and significant staff time and costs were tied to supporting each body. She stressed that combining the two commissions would not abandon the Welcoming mission, but instead would create efficiencies by reducing duplicative meetings, ensuring Open Meetings Act and Freedom of Information Act (“FOIA”) compliance, and reducing administrative overhead.

Council Member Scott agreed, stating many B&Cs often cancelled meetings or had quorum issues. She suggested a review of all B&Cs and noted the Item was supported by both B&Cs.

Council Member Ward supported tabling the Item to allow more discussion and data gathering. She asked for concrete evidence on efficiency issues and stressed how actively recruiting for B&Cs had worked in the past and should be done more intentionally.

Council Member Lee asked for additional history on the Item.

Mayor Brady explained how the WAC had had chronic quorum problems despite scheduling many meetings and appointing new members, and how the ongoing issues had led him, the City Clerk, and staff to explore merger opportunities. He read WAC data. 8 meetings were scheduled in 2024, 1 was held, 6 were cancelled due to advance notice of attendance issues, and 1 meeting had no quorum. In 2025, 13 meetings were scheduled, 2 were held, 4 were cancelled due to advance notice of attendance issues, and 7 meetings had no quorum. He emphasized how B&C members are volunteers and the importance of valuing their time. He went on to share that the HRC’s Chair had reached out asking for more substantive work, how he’d consulted former Council Member Donna Boelen, who had championed the start of the WAC, as well as how the current WAC Chair and those Members present at the most recent WAC meeting had voted in favor of the merger. He again stressed respecting volunteers’ time, maintaining focus on immigrant and welcoming issues, and improving efficiency and staff time, negating the merger as an attempt to diminish the Commission’s importance.

Council Member Kearns thanked the Mayor for providing more background and clarified that she pulled the Item to simply allow for a public discussion. She emphasized that she was not criticizing any prior conversations, decisions, or the passion of current Commission Members.

Council Member Scott expressed reluctance to disregard recommendations from the Commissions and noted that she personally had attended meetings that were canceled for lack

of quorum. She expressed appreciation for the effort to improve how B&C's function and committed to more regularly attending B&C meetings herself, both to show support and to signal to members that their work mattered.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

ORDINANCE NO. 2026 – 040

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

Mayor Brady thanked all current B&C members for their time and commitment to service. He encouraged the community to nominate individuals and/or apply to join City B&Cs.

Regular Agenda

The following Item was presented:

Item 8.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.

Art Taylor, Member of the Public Safety and Community Relations Board ("PSCRB"), presented the PSCRB's 2025 Annual Report, explaining that the PSCRB served as a citizen advisory body to the Police Chief and City Manager on police policy, training, complaint review, and community relations. He emphasized the focus of the Board was on transparency and fair treatment for both residents and officers. He reported that in 2025, there had been 30 complaints out of 68,000+ calls for service, with force used/displayed in 239 instances (meaning no force used in 99.6% of calls). He described the PSCRB's monthly and quarterly meetings, which reviewed complaint data, taser use, Automatic License Plate Reader ("ALPR") data, training updates, and related topics, noting that the PSCRB had received only one complaint review request that year. He also highlighted ongoing challenges with meeting quorum (8 of 12 meetings held), the addition of youth members, and stated the Board's 2026 priorities were improving community engagement and Board engagement, including forming subcommittees to plan quarterly topics and review victim-care recommendations.

Council Member Scott thanked the PSCRB for proactively identifying community topics and presentations. She appreciated their efforts to maintain open engagement with the public. She asked how Council could support the Board's work. Mr. Taylor stated that continued support by Council and leadership was crucial. He noted that the PSCRB had originally been established in 2017 as a measure to avoid a Ferguson, Missouri-type rift between Police and the community. He said that close cooperation among Council, Police, and stakeholders had promoted transparency and helped preserve positive Police-community relations in Bloomington.

Council Member Ward and Mr. Taylor discussed PSCRB vacancies, meeting times, and community feedback. Mr. Taylor stated that the main recurring suggestion from the public was

to make the PSCRB an independent Police review body receiving complaints directly, a role Council and PSCRB had agreed not to adopt. He supported the current setup.

The following Item was presented:

Item 8.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.

City Clerk Leslie Yocum presented an Ordinance creating a festival license for large open-air events on private property, explaining that it was intended to fill a gap not covered by the City's existing special event permit (which applied to public right-of-way). She shared how the license would apply to outdoor events with 300 or more anticipated attendees, using a tiered per-day fee structure on top of a \$100 application fee, and allowing staff - particularly Police, Fire, and Inspectors - to review safety plans, stages, and related issues to ensure public safety. She noted that the Ordinance would replace an unused circus/carnival license and would exempt City-sponsored events, religious and political assemblies, school- and university-hosted events, the special event permit process, and the Bloomington Farmers Market. She explained extensive discussions that had occurred between City departments and who were all in support.

Council Member Ward questioned how the festival license would affect nonprofits, raising concerns about groups hosting community service events like backpack giveaways that might unintentionally cross the 300-attendee threshold and incur fees. City Clerk Yocum replied that such events, if open-air with 300+ anticipated attendees, would fall under the license and require fees and insurance, but noted that many similar events were most often run with or through schools (and thus exempt). She also mentioned that the Ordinance as drafted gave the City Manager some discretion on certain application requirements, though not yet on waiving fees.

City Manager Jurgens stated that safety was the focus of the license, not revenue, and supported a motion that approved the Item amended to waive fees for non-profits.

Council Member Ward made a motion, seconded by Council Member Danenberger, to amend the Item to exempt non-profits from festival license fees.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Council Member Ward made a motion, seconded by Council Member Danenberger, to approve as amended.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

ORDINANCE NO. 2026 – 041

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 7 AND THE SCHEDULE OF FEES CREATING A FESTIVAL LICENSE

The following Item was presented:

Item 8.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.

DCM Tyus presented the proposed agreement for a synchronized 1,300-drone light show on July 2, 2026, at the Interstate Center as part of the United States' 250th anniversary celebration. He explained that the show would complement the Celebrate America performance at the Bloomington Center for Performing Arts ("BCPA") and an expanded fireworks display at Miller Park. He noted that Firefly Services would manage all production and permitting. He also reported that the Town of Normal had agreed to contribute up to \$30,000, McLean County had tentatively agreed to up to \$10,000, and that staff were pursuing private sponsorship to cover the remaining costs. City Manager Jurgens was pleased to partner with the Town and County on a drone show to kick off the holiday weekend. He emphasized that staff aimed to cover the remaining costs with private sponsorships, and with Council approval, the agreement would move forward.

Council Member Lee strongly supported the Item.

Council Member Lee made a motion, seconded by Council Member Mosley, to approve the Item as presented.

Council Member Ward confirmed with City Manager Jurgens what the City's monetary commitment would be to the drone show. He added that Council's approval was needed promptly so the vendor could reserve the date and staff could begin securing sponsorships. She expressed opposition in dedicating funds to the drone show and stressed that the money would be more appropriately spent elsewhere.

Council Member Montney noted additional economic impact, as there would be other activities and concessions to help draw revenue into the community. City Manager Jurgens noted discussions with Visit B-N to assist in advertising.

Mayor Brady noted the overwhelming interest in the drone show from the community.

Mayor Brady directed the Clerk to call roll:

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

Nays: Ward

Motion Carried.

RESOLUTION NO. 2026 – 066

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

City Manager's Discussion

City Manager Jurgens reported on recent storm cleanup, noting that the City had received 169 self-reports of damage, collected over 360 truckloads of debris, and that efforts would continue through May 1st. He shared website links for residents and businesses to report damage and reported that the storms had produced some localized flooding. He highlighted that the Den at Fox Creek had hosted an AJGA (American Junior Golf Association) youth golf tournament with 78 players from 16 states and 3 countries, most from more than 2 hours away, and said staff received very positive feedback.

Council Member Discussion

Council Member Straza thanked staff for their quick and effective storm-cleanup, noting that residents were impressed by how rapidly tree debris was removed. He added that some constituents still needed help with tasks beyond the City's scope, and said he'd been coordinating with nonprofits and other organizations to connect those residents with additional assistance.

Council Member Scott thanked staff for recent sidewalk repairs and for storm cleanup, also noting residents were impressed that tree debris was removed within hours. She then raised concerns about potential data centers, saying she didn't believe anything was being done secretly, but understood residents were increasingly anxious. She encouraged the City to begin public discussions about requirements or a possible moratorium.

Council Member Ward acknowledged that many Illinois Wesleyan University students were in finals and would be graduating Sunday. She offered congratulations to the graduates and noted that Illinois Wesleyan was one of the "jewels" of Ward 7 and of the City as a whole.

Mayor's Discussion

Mayor Brady announced plans for a public forum on data centers to be held on May 6th, with sessions at 2:00 PM and 6:00 PM at the BCPA. He shared that staff were working to bring in neutral experts to explain data centers and their impacts, and emphasized the opportunity for the community to learn about and discuss the issue. He also invited the community to his first "State of the City" address to be held on Friday, May 1st at noon at the Bloomington Public Library.

Executive Session

Item 12.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.

Council Member Ward made a motion, seconded by Council Member Straza, to enter into Executive Session per Section 2(c)(6) of 5 ILCS 120 to discuss setting a price for the sale or lease of property owned by the City.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Council entered Executive Session at 7:55 PM.

Adjournment

Council returned from Executive Session at 8:01 PM.

Council Member Ward made a motion, seconded by Council Member Kearns, to return to open session and adjourn the meeting.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried (viva voce).

The meeting adjourned at 8:02 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



Consent Agenda Item No. 7.B.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the May 11, 2026, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Priorities:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 05-11-2026 City Council Minutes



**Minutes
City Council - Regular Session
Monday, May 11, 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
Council Member Abby Scott

Recognition/Appointments

Item 5.A. Proclamation for Building Safety Month for May 2026, as requested by the Administration Department.

Gayle Price, Fire Inspector, accepted the Proclamation. She shared her team's commitment to service and how they positively impacted the community.

Item 5.B. Proclamation for Emergency Medical Services (EMS) Week, as requested by the Administration Department.

Cory Matheny, Fire Chief, accepted the Proclamation. He commended his team for their professionalism and dedication to serving the community.

Item 5.C. Recognition of Boards & Commissions Appointment and Reappointments, as requested by the Administration Department.

Mayor Brady recognized the appointment of Peter Pontius to the Planning Commission, and then recognized the following reappointments: (1) Uma Kailasam, Human Relations Commission; (2) Catrina Parker and (3) Ashlee Sang, Library Board of Trustees; (4) Jan Murphy, Police Pension Board; (5) Elicssha Sanders, Transportation Commission; (6) Ashley Farmer, (7) Rachel McFarland, (8) Sean Murphy, and (9) Yvett Hernandez, Public Safety & Community Relations Board; and (10) John Poling and (11) Matt Steinkoenig, Zoning Board of Appeals.

Public Comment

The City Clerk read a list of individuals who had emailed public comment following the May 6, 2026 Public Forums on Data Center: (1) Julie Calmès; (2) Carey Compton; (3) Barb Duffie; (4) Aaron Schaidle; (5) Tammy Mullins; (6) Allison Wrzesniewski; (7) Kayla Leake; (8) John Juhler; (9) Neil Gridley; (10) Carey C.; (11) Kathryn Bundy; (12) Benjamin Madden; (13) Angela Rotta; (14)

Deb Carter; (15) Mark Zablocki; (16) Adam Heenan; (17) Aelsa Woods; (18) Elliot Butler; (19) Kaitlyn Selman; (20) Derek M. Sparby; (21) Julien Corven; (22) Kenneth Jones; (23) Randy Tornquist; (24) Kristi Sutter; (25) Jerri Mayer; (26) Lauren Geggus; (27) Jill Manns; (28) Andy Uhe; (29) Cameron Herald; (30) Linda Bristow; (31) DJ Olker; (32) Joan Schuetz; (33) Marla Driver; (34) Clint Wells; (35) Lena Flitz; and (36) Meghan Phelps.

Mayor Brady then read a public comment statement of procedure. The following spoke in person: (1) Anthony Andreas; (2) Katherine Johnson; and (3) Cole Zimmerman. Linda Thomas withdrew her request to speak, and both Barb Stewart and Molly Munson registered, but were not present. No emailed public comment was received.

Consent Agenda

Council Member Ward made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda as presented.

Item 7.A. Consideration and Action to Approve the Minutes of the April 13, 2026, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve the Minutes of the April 23, 2026, Special City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action to Approve the Minutes of the April 20, 2026, Regular Welcoming America Commission Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.D. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,207,099.35, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.F. Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Stewart Spreading, Inc., for Removal of Lime Sludge from Sludge Lagoons, in an Amount Up to \$1,500,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 067

A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH STEWART SPREADING, INC., FOR REMOVAL OF LIME SLUDGE FROM SLUDGE LAGOONS, IN AN AMOUNT UP TO \$1,500,000

Item 7.G. Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2027 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$737,102.80, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 068

A RESOLUTION (1) WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, FOR THE FISCAL YEAR 2027 PAVEMENT PRESERVATION HIGH- PRESSURE SLURRY SEAL PROGRAM, IN THE AMOUNT OF \$737,102.80

Item 7.H. Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year 2027 Pavement Preservation Reclamite Program, in the Amount of \$140,012.20, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 069

A RESOLUTION (1) WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, AS A LIMITED SOURCE, FOR THE FISCAL YEAR 2027 PAVEMENT PRESERVATION RECLAMITE PROGRAM, IN THE AMOUNT OF \$140,012.20

Item 7.I. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Utility Maintenance Contract (Bid # 2026 - 39), in the Amount of \$2,079,080, as requested by the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

RESOLUTION NO. 2026 - 070

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE WATER DEPARTMENT FISCAL YEAR 2027 UTILITY MAINTENANCE CONTRACT (BID # 2026 - 39), IN THE AMOUNT OF \$2,079,080

Item 7.J. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Water Service-Premise Plumbing Maintenance Contract (Bid # 2026-40), in the Amount of \$312,600, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 071

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE WATER DEPARTMENT FISCAL YEAR 2027 WATER SERVICE-PREMISE PLUMBING MAINTENANCE CONTRACT (BID # 2026-40), IN THE AMOUNT OF \$312,600

Item 7.K. Consideration and Action on a Resolution Approving a Water Service Extension Agreement for the Property Commonly Known as 1713 Bunn Street (PIN: 21- 09-479-014), as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 072

A RESOLUTION APPROVING A WATER SERVICE EXTENSION AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 1713 BUNN STREET (PIN: 21- 09-479-014)

Item 7.L. Consideration and Action on a Resolution Approving a Memorandum of Understanding and Agreement Between the City of Bloomington and Crawford, Murphy & Tilly,

Inc., Related to Cost Sharing for the Downtown Streetscape North Main Plaza Sewer Remediation, in the amount of \$120,008.54, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 073

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND CRAWFORD, MURPHY & TILLY, INC., RELATED TO COST SHARING FOR THE DOWNTOWN STREETScape NORTH MAIN PLAZA SEWER REMEDIATION, IN THE AMOUNT OF \$120,008.54

Item 7.M. Consideration and Action on an Ordinance Approving an Amendment to the Amended and Restated Lease Agreement Setting the Lease Payment Amounts for 2026 with the Public Building Commission of McLean, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 042

AN ORDINANCE APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT SETTING THE LEASE PAYMENT AMOUNTS FOR 2026 WITH THE PUBLIC BUILDING COMMISSION OF MCLEAN

Item 7.N. Consideration and Action on an Ordinance (1) Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, in the Amount of \$1.12 Million; and (2) Approving the Payment of \$1.4 Million per Terms of a Redevelopment Agreement with UEP Bloomington, LLC, to Redevelop the Former State Farm Fire Building in Downtown Bloomington, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 043

AN ORDINANCE (1) AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, IN THE AMOUNT OF \$1.12 MILLION; AND (2) APPROVING THE PAYMENT OF \$1.4 MILLION PER TERMS OF A REDEVELOPMENT AGREEMENT WITH UEP BLOOMINGTON, LLC, TO REDEVELOP THE FORMER STATE FARM FIRE BUILDING IN DOWNTOWN BLOOMINGTON

Item 7.O. Consideration and Action on an Ordinance Approving the Final Plat of Vale Commons Subdivision Redivision I, for the Property Commonly Known as 3211 Ireland Grove Road (PINS: 21-13-201-001 & 21-13-201-002), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 044

AN ORDINANCE APPROVING THE FINAL PLAT OF VALE COMMONS SUBDIVISION REDIVISION I, FOR THE PROPERTY COMMONLY KNOWN AS 3211 IRELAND GROVE ROAD (PINS: 21-13-201-001 & 21-13-201-002)

Item 7.P. Consideration and Action on an Ordinance Approving a Special Use Permit for General Retail Sales for the Property Commonly Known as 716 E. Empire St., Suite 2 (PIN: 14-33-482-032), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 045

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR GENERAL RETAIL SALES FOR THE PROPERTY COMMONLY KNOWN AS 716 E. EMPIRE ST., SUITE 2 (PIN: 14-33-482-032)

Item 7.Q. Consideration and Action on a Collective Bargaining Agreement with Local 701 (previously Lodge 1000), as requested by the Human Resources Department. (Recommended Motion: The proposed Collective Bargaining Agreement be approved.)

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

Item 7.S. Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.T. Consideration and Action on an Application from Vedanta Hospitality, LLC, d/b/a Ramada by Wyndham, located at 919 Maple Hill Rd., Requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.U. Consideration and Action on an Application from Luther Oaks, Inc., located at 601 Lutz Rd., Requesting Approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.V. Consideration and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

Item 8.A. Consideration and Action on an Ordinance Approving the Exchange of Property Between the City of Bloomington and Illinois Wesleyan University (PIN: #21-04-133-010 and Part of PIN: #21-04-133-009), as requested by the Development Services Department.

City Manager Jeff Jurgens presented the proposed property exchange with Illinois Wesleyan University ("IWU") for the 800 N. Main site. He explained that long-standing complications from multiple parcels and split ownership would be resolved by redrawing property lines and swapping land, giving the City the larger, Main Street-fronting portion for a primarily housing- focused development and IWU the rear portion. He noted that several developers had

already shown interest and that, after the exchange, the City would seek revised proposals and bring recommendations back to Council.

Samantha Mlot, Economic Development Specialist, added that staff were very excited to move forward with redevelopment of the site. She explained that the City had developed a strong scoring rubric to ensure the selection of the most suitable and financially viable developer. She emphasized the value of the partnership with IWU, expressing enthusiasm to move forward.

Council Member Hendricks briefly expressed appreciation to staff for advancing the long-discussed project, stating that it had taken the right people at the table to move it forward.

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

Mayor Brady directed the Clerk to call roll:

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

Abstain: Ward

Motion Carried.

ORDINANCE NO. 2026 - 046

AN ORDINANCE APPROVING THE EXCHANGE OF PROPERTY BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY (PIN: #21-04-133-010 AND PART OF PIN: #21-04-133-009)

City Manager's Discussion

City Manager Jurgens shared that Downtown Streetscape progress was ongoing with work advancing on the 400, 500, and 600 blocks and that a ribbon-cutting for the 600 block was anticipated in late June. He reported that the 300 block is slated for construction next year, and that the Front and Center site had been cleared, paved, and striped for parking and was expected to open to the public once the property closing occurred before the end of May. He also announced that Dutch Bros was scheduled to open on May 13th, advising that the new business could temporarily affect nearby traffic patterns due to anticipated high demand.

Council Member Discussion

Council Member Scott addressed ongoing community concerns about data centers, stating that the longer Council delayed a discussion on a possible moratorium or regulatory structure, the more public confidence would decrease. She expressed a desire to have those discussions scheduled soon. Mayor Brady stated that he expected to have a discussion soon.

Council Member Lee congratulated the Bloomington Bison on a great season.

Council Member Danenberger commended Engineering Director Jim Karch and his team for an effective public presentation at the Bloomington Public Library on the Locust - Colton Sewer Separation project, noting strong attendance, a very concise presentation, and the opportunity for residents to receive direct explanations. He suggested the format be used as a model for similar infrastructure outreach efforts in the future.

Mayor's Discussion

Mayor Brady reported the formation of a new Downtown Neighborhood Association and kickoff event and encouraged partnership with the City. He announced the renaming of Wood

Hill Towers to the Kim Holman Short Towers with a ribbon cutting and open house on May 21st, and highlighted Congressman Darin LaHood's announcement of \$1.5 million in federal community grant funds for infrastructure improvements at the Central Illinois Regional Airport. He thanked Council and residents who participated in the recent public forums on data center, complimented a well-attended housing fair at Eastland Mall involving multiple City departments and community partners, and recognized the opening of the Brain Balance business in Bloomington, marked by a ribbon-cutting with the Chamber of Commerce.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried (viva voce).

The meeting adjourned at 6:41 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.C.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$18,097,107.22, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

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 \$18,097,107.22 (Payroll total \$3,643,485.91, Accounts Payable total \$12,871,241.79, Bank Transfers total \$1,582,379.52).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

| Date | Gross Pay | Employer Contribution | Totals |
|-----------------------|--------------|-----------------------|---------------------|
| 5/15/2026 | 2,937,139.43 | 705,020.16 | 3,642,159.59 |
| | | | |
| | | | |
| Off Cycle Adjustments | 1,145.12 | 181.20 | 1,326.32 |
| PAYROLL TOTAL | | | 3,643,485.91 |

ACCOUNTS PAYABLE

| Date | Bank | Total |
|-------------------------------|-------------------|-------------------------|
| 5/26/2026 | AP General | \$ 11,297,862.03 |
| 5/26/2026 | AP JMScott | \$ 586,755.31 |
| 5/26/2026 | AP Comm Devel | \$ 109,866.84 |
| 5/26/2026 | AP IHDA | \$ 3,600.00 |
| 5/26/2026 | AP Library | \$ 37,503.66 |
| 5/26/2026 | AP MFT | \$ 826,907.06 |
| 05/07/2026-05/15/2026 | Out of Cycle AP | \$ 8,746.89 |
| 04/10/2026-05/19/2026 | AP Bank Transfers | \$ 1,582,379.52 |
| | PCARDS | \$ - |
| ACCOUNTS PAYABLE TOTAL | | \$ 14,453,621.31 |

GRAND TOTAL \$ 18,097,107.22

Respectfully,

**F Scott Rathbun
Director of Finance**



Consent Agenda Item No. 7.D.

For City Council: May 26, 2026

Ward Impacted: City Wide

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

Recommended Motion: The proposed Appointments and Reappointments be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

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

Bloomington Housing Authority Board: Tara Csecsinovits' and Grover Trunell's appointments, if approved, are effective immediately, with an expiration date of 04-30-29. Benjamin Muncy's appointment, if approved, is effective immediately, with an expiration date of 04-30-31.

John M Scott Healthcare Commission: Judy Neubrandner's, Trina McCarty's, Stacey Wiggins', and Michael Doherty's appointments, if approved, are effective 05-01-26 with an expiration date of 04-30-29.

Library Board of Trustees: Lisa McGivern Kozlen's appointment, if approved, is effective immediately, with an expiration date of 04-30-29.

Community Groups/Interested Persons Contacted: The Mayor contacts all recommended appointments.

Financial Impact: N/A

Attachments:

1. B&C Rosters

BLOOMINGTON HOUSING AUTHORITY BOARD ROSTER

| Status | Board/Commission | Role | First Name | Last Name | Expiration | Re/Appointment Date | Year First Appointed | Mayor Appointed |
|--------|-------------------------|--------------|------------|-----------|------------|---------------------|----------------------|-----------------|
| Active | Housing Authority Board | Board Member | Jeff | Brown | 4/30/2031 | 4/12/2021 | 2021 | true |
| Active | Housing Authority Board | Chair | Betty | Middleton | 4/30/2027 | 5/23/2022 | 2019 | true |
| Vacant | Housing Authority Board | | | | 4/30/2031 | | | |
| Vacant | Housing Authority Board | | | | 4/30/2029 | | | |
| Vacant | Housing Authority Board | | | | 4/30/2029 | | | |

LIBRARY BOARD OF TRUSTEES

| Status | Board/Commission | Role | First Name | Last Name | Expiration | Re/Appointment Date | Year First Appointed | Mayor Appointed |
|--------|---------------------------|----------------|------------|-----------|------------|---------------------|----------------------|-----------------|
| Active | Library Board of Trustees | Member | Dianne | Hollister | 4/30/2027 | 4/8/2024 | 2017 | true |
| Active | Library Board of Trustees | Vice President | 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 | Secretary | Georgene | Chissell | 4/30/2028 | 3/24/2025 | 2024 | true |
| Active | Library Board of Trustees | Treasurer | 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 |
| Active | Library Board of Trustees | President | Catrina | Parker | 4/30/2029 | 5/11/2026 | 2018 | true |
| Active | Library Board of Trustees | Member | Ashlee | Sang | 4/30/2029 | 5/11/2026 | 2024 | true |
| Vacant | Library Board of Trustees | Member | | | | | | |



Consent Agenda Item No. 7.E.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Memorandum of Understanding with Unit 5 School District for the School Resource Officer Program, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 3: Public Safety. Maintaining Bloomington's record of low crime and strong public safety services. This includes prevention-focused policing, readiness across public safety departments, ongoing training and staffing support, and building trust through service quality, response times, fairness, and sustainability for public safety employees.

Background: For many years, the City has maintained a limited number of School Resource Officers ("SROs") within area schools. The City's current agreement on this with Unit 5 dates back to 2011. Both the City and the School District staff have been working to update the terms of the 2011 agreement to clarify the roles and responsibilities of SROs and to update the financial contribution of the School District. Under the 2011 agreement, the School District agreed to contribute \$50,000 for each SRO provided. Under the terms of the proposed agreement, the School District has agreed to pay the City 75% of the total base salary for each SRO, plus 100% of any overtime. The School District will also pay up to \$2,500 each year per SRO for the following trainings:

- National Association of School Resource Officers ("NASRO")
- Illinois School Resource Officer Association ("ILSROA")
- Illinois Juvenile Officers Association ("IJOA").

Although the new arrangement will not cover all the expenses associated with the SRO program, the increase goes a long way to helping offset City costs. The City currently provides one SRO to Unit 5.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, Unit 5 will pay 75% of the base salary for each SRO that is assigned to the District. Based on the current assigned SRO, the City anticipates the financial contribution will be approximately \$76,556.48 plus reimbursement for all overtime. The revenue will be recorded under the Police-School Resource Officer account (10015110-54444). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 205.

Attachments:

1. Resolution
2. Resolution - Exhibit A - MOU

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH UNIT 5 SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Memorandum of Understanding (“MOU”) with Unit 5 School District be approved for the School Resource Officer Program (Exhibit A); and

WHEREAS, the MOU consists of establishing and building positive, trust, and long-lasting relationships between School Resource Officers (“SRO”) and School District students and families, and to provide a safe school environment for students, staff, administration, and visitors; and

WHEREAS, SROs work with the Director of Safety and Security, the District Safety Team, and building administrators to create and refine school emergency operations plans, and assist the school administration and staff in conducting school safety drills; and

WHEREAS, under the MOU, Unit 5 School District will reimburse the City for 75% of the assigned SRO’s base Salary, 100% of any District-required overtime, and up to \$2,500 of certain related training expenses for the assigned SRO; and

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

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 MOU, and any other documents necessary to complete this transaction.

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Memorandum of Understanding

for

School Resource Officer Program

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A. Introduction

This Memorandum of Understanding for School Resource Officer Program (“MOU”) is entered into by and between the Board of Education (“Board of Education”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (“School District”), and the City of Bloomington, Illinois (“City”), for the establishment and maintenance of a School Resource Officer (“SRO”) Program by the School District and Bloomington Police Department (“BPD”).

The School District and BPD have a long collaborative history of working together to provide law enforcement interaction in schools in order to educate students on safety and the dangers of drugs and alcohol, plan for emergency situations, and provide a safe school environment. The SRO Program is an important and vital component of that collaborative effort.

The intent of this MOU is to memorialize and clarify the:

- purpose and objectives of the SRO Program;
- relationship between the School District, the City, the BPD, SROs, students, families, and the community;
- roles, responsibilities, and expectations for SROs; and
- intergovernmental cooperation between the School District, the City, and BPD with respect to the SRO Program.

In consideration of the mutual promises, terms, and conditions set forth in the sections below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Board of Education and the City agree as follows:

B. Definitions/Acronyms

BPD Officer - A police officer employed by the BPD but who is not specifically assigned to the School District or any of its buildings.

Building Administration/Building Administrator – A school principal, or if the school principal is absent or unavailable, an associate principal, assistant principal, or other building administrator.

Leadership Team (Team) - A group of designated key staff members from each party. These individuals will be responsible for the implementation of the MOU. They will communicate directly with each other about MOU issues.

Memorandum of Understanding (MOU) – Defines the BPD’s role in schools and describes the respective duties of the School District and BPD (105 ILCS 5/10-20.14(b) encourages school districts to create memoranda of understanding (MOU) with law enforcement agencies). Its purpose is to prevent confusion, decrease conflict, and promote school safety.

Party/Parties – The Board of Education or the City are each considered a “Party” and collectively the “Parties” for purposes of this MOU.

Referral to Law Enforcement – An action by which a student is reported by the Building Administration to the BPD, SRO, or BPD Officer or issued a citation, ticket, or court referral or arrested by the SRO or a BPD Officer for an incident that occurred on school grounds, during school-related events or activities (whether in-person or virtual), or while taking school transportation.

School Authority or School Authorities – The Board of Education, any District or Building Administrator, and any other employee of the School District with authority over the students or school property. For purposes of Section 13c Search and Seizure below, “School Authority” includes the SRO. Otherwise, “School Authority” does not mean the SRO, the Bloomington Police Department, the City Council or City Administration or other employees of the City.

School Resource Officer (SRO) - A police officer employed by the BPD who is assigned by the BPD to the School District or any of its buildings in accordance with this MOU.

C. Authority

The Board of Education and the City have the authority to enter into this MOU pursuant to the following:

1. Article VII, Section 6 of the Constitution of the State of Illinois of 1970 (Powers of Home Rule Units) – providing that a home rule unit of local government may

exercise any power and perform any function pertaining to its government and affairs.

2. Article VII, Section 10 of the Constitution of the State of Illinois of 1970 (Intergovernmental Cooperation) – providing that units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance.
3. 5 ILCS 220/5 (Intergovernmental Cooperation Act) – providing that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform.
4. 105 ILCS 5/10-20.14 (Student discipline policies; Parent-teacher advisory committee) – providing that the parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students. Also encouraging school districts to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement’s role in schools, in accordance with Section 10-22.6 of this Code.
5. 105 ILCS 5/10-20.68 (School Resource Officer) – authorizing the provision of a school resource officer and requiring the law enforcement agency to provide to the school district a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.
6. 105 ILCS 5/10-21.4a (Principals and assistant principals-Duties) – providing it is the responsibility of the principal to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.
7. 105 ILCS 5/10-21.7 (Attacks on school personnel) – requiring that upon receipt of a written complaint from any school personnel, the school shall report all

incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack.

8. 105 ILCS 5/10-22.6(e) (Suspension or expulsion of pupils; school searches) – providing that school authorities may request the assistance of law enforcement officials for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.
9. 105 ILCS 5/10-22.10a (Inspection for drugs) – empowering school board to adopt a policy to authorize school officials to request the assistance of law enforcement officials for the purpose of conducting reasonable searches of school grounds and lockers for illegal drugs, including searches conducted through the use of specially trained dogs.
10. 105 ILCS 5/10-27.1A (Firearms in schools) – requiring that upon receiving a report from any school official pursuant to this Section, or from any other person, the principal or his or her designee shall immediately notify a local law enforcement agency.
11. 105 ILCS 5/10-27.1B (Reporting drug-related incidents in schools) – requiring upon receipt of any written, electronic, or verbal report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel, the superintendent or his or her designee, or other appropriate administrative officer for a private school, shall report all such drug-related incidents occurring in a school or on school property to the local law enforcement authorities immediately and to the Illinois State Police in a form, manner, and frequency as prescribed by the Illinois State Police.
12. 105 ILCS 5/22-20 (Reports by courts and law enforcement officers; detention of violators) – requiring all courts and law enforcement agencies of the State of Illinois and its political subdivisions to report to the principal of any public school in this State whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987,¹ as heretofore and hereafter amended, or for any criminal offense, including illegal gang activity, or any violation of a municipal or county ordinance.

13. 105 ILCS 128/15 (School Safety Drill Act) – requiring law enforcement drills, which shall address and prepare school personnel for situations calling for the involvement of law enforcement when conditions inside a school building are safer than outside of a school building and it is necessary to protect building occupants from potential dangers in a school building.

D. Purpose and Objectives of SRO Program

1. Purpose.

The purpose of the School Resource Officer Program is to establish and maintain a collaborative partnership between the District, BPD, educators, students, families, and the community to provide law enforcement presence and educational programs in District schools in an effort to build positive, long-lasting relationships, provide a safe school environment, plan for and respond to emergencies, educate students on safety and other topics, and reduce incidents of violence, drug abuse, and other criminal offenses.

2. Objectives.

The objectives of the School Resource Officer Program are to:

- a. Establish and build positive, trusting, and long-lasting relationships between School Resource Officers and School District students and families.
- b. Provide a safe school environment for students, staff, administration, and visitors.
- c. Participate on the school's threat assessment team and District safety team (see Board Policy 4.190, Targeted School Violence Prevention Program).
- d. Work with the Director of Safety and Security, the District Safety Team, and building administrators to create and refine school emergency operations plans.
- e. Assist school administration and staff in conducting school safety drills pursuant to the School Safety Drill Act (105 ILCS 128/1 et seq.).
- f. Assist school administration and staff in educating students on safety issues, the school's emergency operations plan, school, gang, domestic, and teen violence, the dangers of alcohol and drug abuse, the juvenile court system and the role of laws, the courts, and law enforcement, resources available to students and families in the community, and other topics as requested.

- g. Assist with reducing incidents of bullying, harassment, physical and sexual abuse, violence, alcohol and drug abuse, and criminal offenses committed by juveniles in the school environment.
- h. Work with school administration to identify students who are at risk of alcohol and/or drug abuse or gang involvement and refer them to any available and appropriate intervention program.
- i. Participate in school disciplinary hearings when requested by the administration.
- j. Coordinate criminal investigations with school administrators to ensure that police and school interests are protected and that effective alternatives to criminal prosecution are used whenever possible.
- k. Attend school board and other meetings when requested by District or school administration and mutually agreed to with the BPD in order to provide safety and security.
- l. Assist with enforcement of child sexual offender laws and taking protective custody of students when appropriate.
- m. Assist in coordinating information sharing between BPD and the School District concerning problems and issues affecting the schools and students.
- n. Act as an additional resource to parents and school staff on issues of law and juvenile related crimes.

E. MOU Leadership Team

The Superintendent or designee, Director of Safety and Security, and Attorney for the District are designated as representatives of the School District on the MOU Leadership Team. The Chief of Police, the Assistant Chiefs of Police, Corporation Counsel, and/or their designees are designated as representatives of the City and BPD on the MOU Leadership Team.

F. District Authority Over the Educational Environment

Collaboration between the School District and BPD and respect for the important role each party holds in connection with our community's youth are essential to the success of the mission of both parties. Both Parties recognize that disciplining students is better left for School District officials to manage. However, each Party plays a role in the safety of the educational environment including preparing for emergency situations, educating school personnel and students on safety issues and

precautions, assessing and responding to safety concerns, and sharing information pursuant to their reciprocal reporting agreement. Final discretion regarding student discipline lies with the School District. Final discretion to arrest or charge an individual with an ordinance, criminal, or traffic violation lies with the SRO and/or BPD Officer.

SROs and BPD Officers present on school property will conduct themselves in accordance with Board of Education policies and administrative procedures, recognize the responsibility and authority of the School District's officials to manage the educational environment, and work with them to minimize any impact their actions might have upon that environment. The School District's management authority includes, absent exigent circumstances, the ability to order the BPD to leave District property immediately.

G. Funding; Billing

For each SRO actively staffed in and assigned to the School District, the District will reimburse 75% of the SRO's base salary as set forth in the Unit 21 collective bargaining agreement. The City will contribute the remainder of each SRO's salary and fringe benefit costs and will furnish all police required equipment and uniforms. If in any fiscal year an SRO is requested and able to work for School District events which occur outside of regular school hours, when requested by the School District, the School District shall pay 100% of the SRO's overtime wages.

In addition, the School District will reimburse the City up to \$2,500 each year per SRO for the actual registration fees, travel, lodging, and meal costs for the SRO to attend the National Association of School Resource Officers (NASRO) National School Safety Conference, Illinois School Resource Officer Association (ILSROA) School Safety Conference, and Illinois Juvenile Officers Association (IJOA) Conference.

By June 30 of each year, or as soon thereafter as practical, the City shall provide the School District with a report showing the base salary of each SRO officer, and training related expenses, and any overtime wages. The School District will thereafter make payment based on its normal billing cycle.

H. Employment; Selection; Training; Assignments; Supervision; Performance Evaluations; Conflict Resolution; Termination/Replacement; Extra Duties/Projects

1. Employment

SROs are police officers employed by the City. The School District does not employ any SROs assigned to any of its buildings, and is not considered a joint employer of SROs for purposes of the Fair Labor Standards Act (“FLSA”). The City and BPD are solely responsible for ensuring SROs have met all of the legally required qualifications and training for their assignment in the School District, exercising direction and control over SROs, the personal and professional conduct of SROs, and the payment of any wages, salaries, or other remuneration, payroll taxes, or contributions for unemployment or workers compensation, Social Security, pensions, or annuities as a result of the employment of SROs. Nothing contained in this MOU shall be construed to create an employment or agency relationship between the School District and SROs, or to create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement between the School District and City other than as expressly agreed to in this MOU.

The City and BPD will ensure SROs remain covered by the City’s or BPD’s insurance and continue to enjoy the immunities specific to their employment with the City and BPD.

2. Assignment and Removal

A working group of individuals designated by the City and School District shall make recommendations for the assignment of SROs to the Police Chief, who shall assign such officers. If the School District becomes dissatisfied with an SRO assigned to any school, then it may request the Police Chief assign a different SRO for that school. If no other SRO is available, then the School District may, by written notice, elect to reduce the number of SROs provided by the City, and cost attributed thereto, effective thirty (30) days from the date of notification. If the School District declines the assignment of all available and trained SROs, the School District shall do so in writing and may terminate this MOU.

All SROs shall satisfy the following requirements and/or maintain the following certifications: (i) SRO certification issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Ill. Police Training Act (50 ILCS 705/10.22); (ii) Juvenile Police Officer certification; (iii) commitment, flexibility, and ability to work in a school setting and on a school schedule; (iv) ability to work effectively with children and teenagers; and (v) be a police officer in good standing with the BPD.

3. Training

The BPD will ensure all SROs assigned to schools in the School District have met all of the required law enforcement training and possess all of the required certifications for their assignment, including the training required by 50 ILCS 705/10.22.

The BPD and School District will collaborate to provide additional training as necessary for SROs during regular working hours on:

1. Current laws, including, but not limited to, the Individuals with Disabilities Education Act (20 U.S.C. Chapter 33; 34 C.F.R. Part 300), Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), Illinois School Student Records Act (105 ILCS 10/; 23 Ill. Admin. Code Part 375), Mental Health and Developmental Disabilities Confidentiality Code (405 ILCS 5/), and difficult issues such as search and seizure, questioning, and requests for student records;
2. Applicable Board policies and administrative procedures including, but not limited to, [Administrative Procedure 4.170-AP1 Comprehensive Safety and Security Program](#), [Administrative Procedure 4.190-AP1 Targeted School Violence Prevention Program](#), [Board Policy 7.140 Search and Seizure](#), [Board Policy 7.150 Agency and Police Interviews](#), [Administrative Procedure 7.150-AP Agency and Outside Law Enforcement Interviews](#); [7.190 Student Behavior](#); [7.340 Student Records](#); and [7.340-AP1 School Student Records](#).
3. Emerging education issues;
4. State law training requirements; and
5. Mental health awareness training.

BPD Officers that have frequent contact with School District buildings will be encouraged to attend any of these trainings.

4. Assignments; Work Hours; Office & Equipment; Uniform; Visibility on Campus

SROs shall be assigned to School District buildings by the BPD with input from the MOU Leadership Team. Staffing issues at the BPD may take precedence to the assignment of an SRO to the School District.

Whenever possible, it is the intent of the parties that SRO work hours conform to school hours based on a mutually agreed upon schedule. SROs shall remain on school grounds during normal school hours, except when there is a law enforcement emergency, to attend meetings or trainings described in this MOU, or to attend to official law enforcement business off campus. With the exception of emergency situations out of an SRO's control, an SRO shall give the Building Administration or designee reasonable advanced notice of any times when the SRO is not expected to be on campus during normal school hours. The BPD may provide a replacement SRO to the extent possible.

The School District will provide each SRO with a furnished office at their assigned building and allow use, as required, of School District equipment and facilities

SROs shall wear the official law enforcement uniform or other apparel issued by the BPD at all times while serving on School District property. SROs shall use their best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of drug or alcohol use, physical violence, or crime are most likely to occur.

SROs shall, whenever possible and in accordance with guidance from the building administration or designee, participate in or attend school functions during their regular duty hours in order to assure the peaceful operation of school-related programs.

5. Chain of Command; Supervision

The day-to-day operational and administrative control of the SROs shall be the responsibility of the BPD. SROs shall coordinate with the Building Administrators

and assist them as requested; however, the ultimate responsibility of the SRO is to carry out their duties as law enforcement officers, as expressed and interpreted through the BPD chain of command. As employees of the BPD, all SROs will be subject to the chain of command of the BPD. Both Parties expect excellence from SROs and commit to frequent communication between Building Administrators and the SROs assigned to their buildings. Building Administrators shall meet with SROs assigned to their schools both formally and informally on a regular basis to discuss issues, duties, and responsibilities.

6. Performance Feedback

The BPD shall incorporate feedback from each SRO's Building Administration and school staff in the regular supervisory process of each SRO. The School District will provide the City data results from the School District's school climate assessments, if available.

7. Conflict Resolution

If the School District's expectation of excellence is not being met by an SRO, the Superintendent or designee will report unresolved concerns to the SRO Supervisor of the BPD sooner rather than later. Addressing issues promptly helps increase understanding and minimize potential negative impact on the school environment.

8. Extra Duties/Projects

The Parties agree to meet and discuss the terms for any special projects and/or extra duties.

I. Role, Responsibilities, and Expectations

1. Role

SROs assigned to the School District are intended to assist Building Administration in a support capacity for the purposes and in order to achieve the objectives described above. SROs are a vital component to the school community, and work with Building Administrators, staff, students, families, and

the community to provide a safe school environment, plan for and respond to emergencies, educate students on safety issues, and reduce incidents of crime, abuse, and violence. SROs are not responsible for enforcing school rules or serving as disciplinarians, but may initiate appropriate law enforcement actions as described in Section 2a below. SROs have no authority to make decisions on behalf of the School District or to bind the School District to any agreement or contract.

SROs shall seek to create an effective and positive school environment that (a) functions in concert with School District efforts to address school safety and climate; (b) utilizes appropriate and available behavioral and disciplinary interventions, including restorative measures as defined in 105 ILCS 5/27-23.7(b); (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

Although placed in a formal educational environment, SROs will not be relieved of their official duties as law enforcement officers. Decisions to intervene formally will be made by an SRO when prudent or such actions are necessary to prevent any criminal act. In the event of criminal conduct, SROs shall have the authority to address, handle, and manage such conduct according to their education, training, and experience and consistent with the nature of criminal activity. Criminal citations will be issued and arrests will be made when appropriate and in accordance with applicable BPD policies and procedures. A school resource officer is prohibited from issuing monetary fines, fees, tickets, or citations for a municipal code violation on school grounds during school hours or while taking school transportation, though this shall not preclude requiring a student to provide restitution for lost, stolen, or damaged property.

The SRO is, first and foremost, a law enforcement officer. When enforcing laws on school grounds, the SRO should, as circumstances allow, respond to student-related issues in a manner appropriate to the student's age and gender, while demonstrating sensitivity to the unique environment of the school. This includes recognizing the students' limited freedom within the school setting and the importance of minimizing disruption to the educational process. The School District will place high preference on resolving school safety matters caused by a student through an alternative, non-criminal process. It may be most appropriate for an SRO to document school safety matters in a report for dissemination to the McLean County State's Attorney's and/or Juvenile Probation Offices for those

offices to determine whether alleged crimes will be charged or deferred for other alternative service.

2. Responsibilities

a. Law Enforcement Actions and Safety Interventions.

SROs may initiate appropriate law enforcement actions to address criminal matters, including without limitation matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and School District and BPD policies and procedures. Except in case of exigent circumstances, in the event there is a conflict between School District and BPD policies and procedures, the Parties will meet to discuss and resolve the conflict. In the event of an exigent circumstance, the SRO shall follow BPD procedures and comply with School District policies to the extent they do not conflict.

b. District Safety Team

SROs will serve as part of the School District Safety Team as requested by the Director of Safety and Security. The School District Safety Team is a multi-disciplinary team consisting of the Director of Safety and Security, the Attorney for the District, and representatives from several different groups (see [Administrative Procedure 4.170-AP1 Comprehensive Safety and Security Program](#)).

The School District Safety Team:

1. advises and assists the Director of Safety and Security on safety and emergency issues;

2. plans, develops, implements, reviews, and revises the District's all-hazards Emergency Operations Plan (EOP) template consistent with Presidential Policy Directive (PPD) 8, the National Incident Management System (NIMS), Incident Command System (ICS), the Guide for Developing High-Quality School Emergency Operations Plans;
3. plans, develops, and conducts training exercises, including tabletop exercises, drills, functional exercises, and full-scale exercises; and
4. conducts the Annual Safety Review.

c. Emergency Operations Plan Training

In accordance with the School District's established EOP, SROs will assist the Director of Safety and Security and Building Administration in annual training of school personnel on the school's EOP and the courses of action when there is an active threat outside or inside a building including a dangerous intruder/active shooter situation. SROs will also assist the Director of Safety and Security and Building Administration in training students on the school's EOP.

d. School Threat Assessment Team

SROs also serve as a member of each school's multidisciplinary building-based behavior threat assessment team lead by the Building Administration that conducts a fact-based process assessing observed (or reasonably observable) behaviors to identify potentially dangerous or violent situations and how to manage/address them (see [Administrative Procedure 4.190-AP1 Targeted School Violence Prevention Program](#)).

e. Law Enforcement Lockdown Drills

Pursuant to and in accordance with the School Safety Drill Act (105 ILCS 128/), each school within the School District will conduct a law enforcement lockdown drill each school year to address an active threat or an active shooter within a school building. Such drills will be conducted according to the School District's emergency operation plans, protocols, and procedures to evaluate the preparedness of school personnel and students. Law enforcement lockdown drills will be conducted on days and times when students are

normally present in the school building and involve participation from all school personnel and students present at school at the time of the lockdown drill, except that administrators or school support personnel in their discretion may exempt students from the lockdown drill. SROs and the BPD will observe the administration of the lockdown drill.

During each calendar year, the BPD will contact the Building Administrator of each school to request participation in a law enforcement lockdown drill. The Building Administrator and BPD shall set, by mutual agreement, a date for the lockdown drill. The lockdown drill will require the on-site participation of the BPD. If a mutually agreeable date cannot be reached between the Building Administrator and the BPD, then the school shall still hold the lockdown drill without participation from the BPD. Upon the participation of the BPD in a law enforcement lockdown drill, the BPD shall certify that the law enforcement lockdown drill was conducted and notify the school in a timely manner of any deficiencies noted during the drill.

Lockdown drills will not include simulations that mimic an actual school shooting incident or active shooter event. They must be announced in advance to all school personnel and students prior to the commencement of the drill. The content must be age appropriate and developmentally appropriate. Lockdown drills must include and involve school personnel, including school-based mental health professionals, and include trauma-informed approaches to address the concerns and well-being of students and school personnel.

Schools must provide sufficient information and notification to parents and guardians in advance of any walk-through lockdown drill that involves the participation of students. Schools must also provide to parents and guardians an opportunity to exempt their child for any reason from participating in the walk-through lockdown drill. Schools must provide alternative safety education and instruction related to an active threat or active shooter event to students who do not participate in a walk-through lockdown drill to provide them with essential information, training, and instruction through less sensorial safety training methods. During the drill, students must be allowed to ask questions related to the drill.

The BPD may run an active shooter simulation with advance permission from the School District administration, including simulated gun fire drills, but only on days when school is not in session.

f. Mentoring and Outreach

SROs shall conduct themselves as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents, and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers, and good citizenship in general.

g. Education of Students

With permission of the SRO Supervisor, SROs will assist Building Administration and staff in educating students on safety issues, the school's emergency operations plan, school, gang, domestic, and teen violence, the dangers of alcohol and drug abuse, the juvenile court system and the role of laws, the courts, and law enforcement, resources available to students and families in the community, and other topics as requested.

h. Student Disciplinary Investigations and Hearings

The presence of SROs in schools is not intended to usurp the rights and responsibilities of Building Administrators and school personnel to enforce the rules of student conduct and to administer discipline in the schools. Recognizing that the Building Administration makes the final decision regarding the discipline of students, SROs will assist the Building Administration as requested in the investigation of student gross disobedience or misconduct including, but not limited to, reviewing video surveillance footage, interviewing students suspected of committing a criminal act, and conducting inspections and searches of school property and equipment, as well as students and their personal effects, consistent with the expectations set forth in Section 3(c) below.

SROs will attend suspension review and expulsion hearings upon the request of Building Administrators or the Superintendent to provide testimony or evidence related to student gross disobedience or misconduct.

When student gross disobedience or misconduct may also be a criminal act, SROs and school administrators will coordinate school investigations so as not to frustrate or interfere with the criminal investigation.

i. School Board Meetings

SROs will attend school board and other meetings when requested by District or school administration and mutually agreed to with the BPD in order to provide safety and security.

3. Expectations

a. Detainment and Questioning a Student on School Grounds

Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, an SRO or BPD Officer must do all of the following:

1. Ensure that notification or attempted notification of the student's parent or guardian is made.
2. Document the time and manner in which the notification or attempted notification under paragraph 1 occurred.
3. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if the parent or guardian is not present, ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school counselor, or any other mental health professional, are present during the questioning.
4. If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning. An officer who received training in youth investigations approved or certified by his or her law enforcement agency or under Section 10.22 of the Police Training Act or a juvenile police officer, as defined under Section 1-3 of the Juvenile Court Act of 1987, satisfies the requirement under this paragraph.

This Section does not limit the authority of an SRO or BPD Officer to make an arrest on school grounds. This Section does not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to do any of the following:

1. Prevent bodily harm or injury to the student or any other person.
2. Apprehend an armed or fleeing suspect.
3. Prevent the destruction of evidence.
4. Address an emergency or other dangerous situation.

b. Requests for Outside Law Enforcement; Agency and Outside Law Enforcement Interviews

When practicable, any request for additional outside law enforcement assistance will be made in collaboration with the Building Administration and reported to the Director of Safety and Security. However, as soon as practical after the SRO requests additional outside law enforcement assistance on school property, the SRO shall advise the Building Administration. Requests for additional outside law enforcement assistance shall be made only when proper police procedures dictate that additional assistance is necessary to protect the safety or security of members of the school community. [Board Policy 7.150 Agency and Law Enforcement Requests](#), and [Administrative Procedure 7.150-AP Agency and Outside Law Enforcement Interviews](#) are incorporated into this MOU and must be followed by SROs at all times, including the requirements in Section 3(a) above regarding parental notification of detainment and questioning on school grounds.

c. Search and Seizure

In order to maintain order and security in the schools, SROs are authorized to conduct reasonable searches of school property, as well as of students and their personal effects, when requested by school authorities or when otherwise lawful and appropriate under law enforcement guidelines or procedures. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the

reasonableness standard, not the probable cause standard. All searches shall be conducted consistent with [Board Policy 7.140 Search and Seizure](#).

School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there. This paragraph applies to student vehicles parked on school property. In addition, Building Administrators shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing. The Superintendent may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search is initiated by school authorities other than the SRO, BPD will provide safety and security during the search by school authorities, but BPD's presence shall not be construed to mean BPD is authorizing such a search.

Students

School Authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the School District's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objective and not excessively intrusive in light of the student's age and sex and the nature of the infraction. When feasible, the search should be conducted as follows:

1. Outside the view of others, including students;
2. In the presence of a school administrator or adult witness; and
3. By a certificated employee or SRO of the same sex as the student.

Immediately following a search, a written report shall be made by the

School Authority who conducted the search, and given to the Superintendent. The student's parents/guardians shall be notified of the search as soon as possible.

Cell Phone/Electronic Device Searches

Searches of cell phones/electronic devices involve Fourth Amendment search and seizure issues and the federal Stored Communication Act (SCA) (18 U.S.C. §2701) issues. Generally asking for permission, calling the parents to come and search the phone, exigent circumstances, or getting a warrant solves this issue.

Seizure of Property

If a search produces evidence that the student has violated or is violating a School District policy or rule, such evidence may be seized and impounded by school authorities.

If a search produces evidence that the student has violated or is violating the State criminal code or a local ordinance, such evidence shall be seized and impounded by the SRO or BPD officer.

If evidence is related to both a criminal offense or ordinance violation and a School District policy or rule, the SRO or BPD officer shall secure the evidence in accordance with appropriate criminal investigation procedures. When the evidence is relevant and necessary to both a school disciplinary proceeding and a criminal case, it shall be maintained by BPD. BPD will coordinate with the school authorities to ensure the evidence is made available for the school proceeding, provided such access does not interfere with the criminal investigation or prosecution.

d. Body-Worn Cameras

Body-Worn Cameras (“BWCs”) by SROs and BPD Officers are subject to and must be in compliance with federal, state, and local regulations regarding their use and operation. The BPD shall notify the School District at least two weeks before SROs or BPD Officers begin use of BWCs, and it will provide written information and training to the Building Administrators of the schools in which the SROs or BPD Officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools.

Every SRO or BPD Officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SROs and BPD Officers shall adhere to the objectives and procedures outlined in this MOU and the BPD's General Operations Orders or similar policies when they utilize BWCs. The BPD shall, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that the BPD receives advice that providing a copy of such videos is prohibited, the BPD agrees to facilitate the availability of its SROs and BPD Officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident.

Any such film or video taken by and kept in the possession of SROs or BPD Officers may be considered law enforcement records under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g and 34 C.F.R. §99.8) and Ill. School Student Records Act ("ISSRA") (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the School District. SROs and BPD Officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of [Board Policy 7.340 Student Records](#).

e. Student Records

Both parties recognize the privacy protections of federal and State law in the disclosure of student records. When sharing information, State and federal laws regarding school student records apply. See the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99) and the Illinois School Student Records Act (105 ILCS 10/; 23 Ill. Admin. Code Part 375). The applicable federal and/or State law shall control, and the District may refuse disclosure requests by the BPD without a warrant or subpoena/court order. SROs shall at all times recognize and comply with the confidentiality of student and education records and may only access such records when there is a current demonstrable educational interest in the student in furtherance

of that interest or another exception applies in accordance with the requirements of [Board Policy 7.340, Student Records](#).

School student records may only be released to the BPD by the building principal. Information kept by SROs working in a school is not considered a school student record. See 105 ILCS 10/2. Information derived from reports of law enforcement to principals regarding students detained for proceedings are not considered a school student record. 105 ILCS 5/22-20. The school student records definition and [7.340-AP1, School Student Records](#) are incorporated into this MOU.

Within its standard operating procedures, the BPD will include training for SROs and BPD Officers about these laws, along with information about how to access the School District's policies and procedures for school student records.

j. Live Feeds

The School District will provide SROs access to its video surveillance live feeds to one or more of its buildings. SRO access is strictly limited to safety reasons, or investigatory reasons when requested by a School District or Building Administrator or required to address exigent circumstances. The School District will also provide the BPD access to its video surveillance live feeds. Access by the BPD shall be strictly limited to a health or safety emergency to allow its tactical forces to become familiar with current conditions that underlie the health or safety emergency.

k. Use of Force

Use of force may be implemented in accordance with applicable laws and pursuant to BPD policies, procedures, and protocols. An SRO shall provide Director of Safety and Security with a brief written summary anytime the SRO is involved in any physical altercation with a student or otherwise restrains a student.

J. Reports to School Resource Officers

1. Firearms; Drug-Related Incidents; Attacks on School Personnel

105 ILCS 5/10-27.1A requires a principal or designee immediately notify a local law enforcement agency upon receiving a report from any school official, including teachers, school counselors, and support staff, or from any other person, that they have observed a person in possession of a firearm on school grounds.

105 ILCS 5/10-27.1B requires the superintendent or designee to notify local law enforcement authorities immediately upon receiving a report from school personnel of a verified drug-related incident occurring in a school or on school property and to notify the Illinois State Police in a form, manner, and frequency as prescribed by the Illinois State Police.

105 ILCS 5/10-21.7 requires that upon receipt of a written complaint from school personnel, a school must report all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack. Schools must also report these incidents to the Illinois State Board of Education (“ISBE”) through the school incident reporting system (“SIRS”) as they occur during the year by no later than August 1 for the preceding school year.

[Board Policy 7.190, Student Behavior](#), and [Administrative Procedure 4.170-AP1, Comprehensive Safety and Security Program](#), implement these statutes, and for purposes of satisfying the requirement of notifying local law enforcement, Building Administrators shall notify their school’s assigned SRO, if available, and if not available, notify BPD.

2. Clear and Present Danger

430 ILCS 66/105 requires the principal of a public elementary or secondary school, or his or her designee, to report to the Illinois State Police when a student is determined to pose a clear and present danger to himself, herself, or to others, within 24 hours of the determination. “Clear and present danger” means a person who demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior, as determined by a physician, clinical psychologist, qualified examiner, school administrator, or law enforcement official.

These reports are made via the Illinois State Police Law Enforcement Portal, but will also be shared with the assigned SRO. Building Administrators should consult with their assigned SRO as needed to determine whether a “clear and present danger” exists.

3. Child Abuse or Neglect

The Abused and Neglected Child Reporting Act (325 ILCS 5/) requires that educational personnel immediately report to the Illinois Department of Children and Family Services (“DCFS”) when they have reasonable cause to believe that a child known to them in their professional or official capacities may be an abused child or neglected child. [Board Policy 5.90, Abused and Neglected Child Reporting](#), and [Administrative Procedure 5.190-AP1, Coordination with Children’s Advocacy Center](#), implement this requirement and require coordination with DCFS, the applicable SRO, and local law enforcement regarding notifications to parents/guardians and investigations.

K. Information Sharing

The BPD and District agree to share information pertaining to the safety of school facilities, students, staff, and parents per the executed Intergovernmental Agreement Regarding the Reciprocal Reporting of Criminal Offenses. Beginning with the 2027-2028 school year, the District shall collect and annually report to ISBE, in a manner and method determined by ISBE, the number of students in kindergarten through grade 12 who were referred to a law enforcement agency or official and the number of instances of referrals to law enforcement that students in grades kindergarten through 12 received. The BPD and District will keep track of and share with each other referrals to law enforcement as necessary to comply with this reporting requirement, including data disaggregated by race and ethnicity, sex, grade level, whether a student is an English learner, and disability.

L. Term; Termination

The term of this MOU shall be retroactive to July 1, 2025, and end on June 30, 2027. Thereafter, it shall automatically renew for successive one-year periods commencing July 1st of each year and expiring June 30th of the following year, unless terminated

by either Party, with notice to the other Party, no later than March 15th of a given year. In the event of termination, both Parties shall continue to fulfill their obligations under the MOU until the end of the current term. This MOU and the SRO program shall be reviewed and evaluated by the Parties annually and include the opportunity for community and stakeholder input.

M. Insurance

The Parties agree that although placed in a formal educational environment SROs, when performing their respective law enforcement duties, are performing a police function that has been directed by the City and BPD. Performance of SRO duties shall in no way be deemed, construed, or interpreted as performing police duties on behalf of the School District itself. Actions taken by an SRO at the direction of District or Building Administrators shall in no way be deemed, construed, or interpreted as performing police duties on behalf of the BPD unless it also involves SRO duties.

For the duration of this MOU, each Party shall purchase and maintain in full force and effect insurance coverage sufficient to cover its liabilities pursuant to this MOU or required by law, including, but not limited to, general liability and employer's liability coverage. General liability and employer's liability coverage shall be in an amount not less than \$1,000,000.00 per occurrence for personal injury and/or death and property damage. Coverage shall contain no exclusions for cross liability between insureds. Each Party shall provide the other Party a certificate of insurance evidencing the above coverage.

N. Indemnification; Immunities

1. Mutual Indemnification.

It is understood and agreed that neither Party to this MOU shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The Parties further agree to indemnify, reimburse and hold each other, their respective board or council members, officers, employees, and agents harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney

fees, that either Party incurs arising out of or occurring in connection with the other Party's negligent, reckless or intentional misconduct.

2. School District's Indemnification.

The School District shall indemnify, defend, reimburse, and hold the City, its council members, officers, employees, and agents, harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that the City incurs as a result of any action taken by an SRO or BPD Officer at the School District's, or its agents', direction.

3. City's Indemnification.

Except as provided in Section (N)(2), The City will indemnify the School District for actions taken by SROs.

4. Survival.

This Section (O), in its entirety, shall survive the expiration or termination of this MOU.

O. General Provisions

1. Scope of Agreement

Nothing in this MOU is intended to impose upon any Party a duty to report information to any other Party that is not otherwise required by law or an agreement between the Parties. This MOU shall not be interpreted as making an obligation of a Party mandatory that is otherwise discretionary under the law or vice versa. No Party to this MOU waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/) or the State Employee Indemnification Act (5 ILCS 350/).

2. Amendment

No change or modification of this MOU shall be valid unless it is in writing and is signed by all Parties.

3. Assignment

No Party to this MOU may assign it or its rights or obligations under this MOU.

4. Notices

All notices required pursuant to this MOU shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the Party set forth below or as otherwise directed in writing by such Party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

Notices shall be given as follows:

Notice to the School District:

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois
Attn: Superintendent

1809 W. Hovey Ave.
Normal, IL 61761

With a copy to:

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois
Attn: Attorney for the District
1809 W. Hovey Ave.
Normal, IL 61761

Notice to the City:

City of Bloomington
Attn: City Clerk
115 E. Washington Street

Bloomington, IL 61701

With a copy to:

Bloomington Police Department
Attn: Chief of Police
301 S. East Street
Bloomington, IL 61701

5. Governing Law

This MOU shall be construed in accordance with and pursuant to the laws of the State of Illinois.

6. Non-Waiver of Breach

The failure of any party to insist upon strict performance of any of the terms or conditions of this MOU shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

7. Severability

The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. Enforcement

No Party to this MOU shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the other Party. This MOU shall not be construed to create a duty owed by any Party to any third party. The Board of Education and City agree that the exclusive claims or remedies for breach of this MOU are limited to an action for specific performance or mandamus action or termination of the MOU. Each Party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other Party arising out of the performance or non-performance of any provision of this MOU.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

CITY OF BLOOMINGTON, ILLINOIS

President

Mayor

Date: _____

Date: _____

ATTEST:

Secretary

City of Bloomington Clerk

Date: _____

Date: _____



Consent Agenda Item No. 7.F.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Update to the Public Safety & Community Relations Board Brochure, as requested by the Administration Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 3: Public Safety. Maintaining Bloomington's record of low crime and strong public safety services. This includes prevention-focused policing, readiness across public safety departments, ongoing training and staffing support, and building trust through service quality, response times, fairness, and sustainability for public safety employees.

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The Public Safety & Community Relations Board ("PSCRB") was established in 2017 to serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police community interactions. They were also tasked with educating the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to ensure that access to these policies and procedures are open and transparent. The PSCRB adds a resident perspective to the evaluation of civilian complaints, including the timely, fair, and objective review of complaints, while identifying perceived deficiencies in police-community interactions that, when addressed, may result in improved interactions and shared understanding.

As part of their community outreach efforts, the PSCRB is required to develop a brochure explaining the PSCRB procedures and resources available to complainants. Per City Code Chapter 35 Section 81(B), the City Council must approve the brochure and subsequent updates. The last update to the brochure was approved in July 2024. The PSCRB met on April 22, 2026, reviewed the updates to the brochure, and unanimously voted to recommend approval to the City Council. This update to the PSCRB brochure will ensure it accurately reflects the Board's purpose, responsibilities, and current procedures.

Community Groups/Interested Persons Contacted: PSCRB

Financial Impact: N/A

Attachments:

1. Resolution
2. PSCRB Brochure Update

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN UPDATE TO THE PUBLIC SAFETY & COMMUNITY RELATIONS BROCHURE

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an update to the Public Safety & Community Relations brochure (“Exhibit A”) be approved; and

WHEREAS, the Public Safety & Community Relations Board ("PSCRB") was established in 2017 to serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police community interactions; and

WHEREAS, they were tasked with educating the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to ensure that access to these policies and procedures are open and transparent; and

WHEREAS, as part of their community outreach efforts, the PSCRB is required to develop a brochure explaining the PSCRB procedures and resources available to complainants; and

WHEREAS, per City Code Chapter 35 Section 81(B), the City Council must approve the brochure and subsequent updates; and

WHEREAS, the update to the PSCRB brochure will ensure it accurately reflects the Board's purpose, responsibilities, and current procedures; and

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

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 Brochure, and any other documents necessary to complete this transaction.

PASSED this 11th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Request A Review

Requestor's Name:

Requestor's Address:

Phone Number:

Date Request Submitted:

**BPD Complaint Tracking #:
(if known)**

Requestor's Signature

Date Findings Were Received:

Options for How to Submit a Request: (Choose One)

- Mail or email to the Legal Department: 115 E. Washington Street, Suite 403, Bloomington, IL 61701, legal@cityblm.org
- Mail or deliver to Bloomington Police Department: 305 S. East Street, Bloomington, IL 61701. Attn: Office of Professional Standards
- You may also drop off your request at a PSCRB meeting

**Do not contact PSCRB members directly about your complaint.*

Integrity Statement

Harassment, retaliation, or retribution will not be tolerated. If you experience this, contact PSCRB, the BPD Office of Professional Standards, or the City Legal Department.

Victim resources available at:

<https://police.bloomingtonil.gov/services/victim-information-and-resources>

Public Safety & Community Relations Board (PSCRB)

This brochure explains how to request a review of a complaint that has already been investigated by the Bloomington Police Department (BPD).

To file a new complaint with the Bloomington Police Department visit: <https://police.bloomingtonil.gov/services/citizen-complaints>



What is the PSCRB?

The PSCRB is a nine-member citizen advisory board that provides recommendations to the Chief of Police and City Manager on:

- Police policy and training
- Community education on the complaint process
- Identifying concerns in police-community interactions
- Providing fair treatment and protecting the rights of civilians and police officers

Public Meetings

- Held on the fourth Wednesday of each month.
- Visit the City website for specific dates and times:
<https://www.bloomingtonil.gov/government/boards-commissions/public-safety-and-community-relations-board>
- Quarterly meetings provide the general public with the opportunity to voice concerns and to provide recommendations for improving interactions between the police department and the community. These meetings begin at 6:00 p.m.

Complaint Review

- ✓ If a person who has filed a complaint with the Bloomington Police Department is not satisfied with the final determination by the Chief of Police, they may request a review of the BPD's investigation of the complaint by the PSCRB.

Requests must be submitted within 30 days of receiving the decision.

- ✓ A request for a complaint review must be made in writing and filed with the BPD, the City of Bloomington's Legal Department, or provided to the PSCRB Staff Liaison at their public meetings

- ✓ Per Bloomington City ordinance (Ch. 35, Art. IV, Sec. 79), the PSCRB cannot compel testimony or reinvestigate the original complaint.

- ✓ The PSCRB's review is limited to determining whether BPD followed established protocols during the investigation of the complaint.

- ✓ Written requests must include:
 - Name (printed and signed)
 - Phone number
 - BPD complaint tracking number (if available)
 - Date the findings were received
 - Date the request was submitted



What Happens Next

Policy recommendations

- May recommend changes or wait for additional cases

Not evidence

- Findings are not proof of wrongdoing or vindication

Chief authority

- The Chief of Police may still take disciplinary action



Consent Agenda Item No. 7.G.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Second Amendment to the Contract Between the City of Bloomington and Jeffrey R. Jurgens, as requested by the Mayor Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: On April 22, 2024, Council approved the initial employment agreement with Jeff Jurgens, City Manager. The performance review for the City Manager's service during the prior 12-month period resulted in positive findings and supported an increase/adjustment in salary. City Council met in closed Executive Session on May 18, 2026, during which a consensus was reached that the City Manager's performance warranted a salary increase. As a result, the attached Resolution is presented to provide the City Manager with an increase in salary effective May 1, 2026.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City Manager's (Jeffrey R. Jurgens) contract will increase by 3.5%, effective May 1, 2026, from \$220,500 to \$228,217.50. This is paid out of the Administration-Full Time Salaries account (10011110-61100). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 126.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Second Amendment to Jurgens CM contract

RESOLUTION 2026 - ____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JEFFERY R. JURGENS

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

WHEREAS, on April 22, 2024, the Council approved the initial employment agreement (Agreement) with Jeffery R. Jurgens, City Manager, and the Agreement was first amended on April 30, 2025; and

WHEREAS, the City Manager’s annual performance evaluation was discussed during a closed session held on May 18, 2026, during which a consensus was reached that the City Manager’s performance warranted an increase in salary; and

WHEREAS, to reflect the salary increase, the City Council desires to approve the Second Amendment to the Contract attached hereto as Exhibit A.

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

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

SECTION 2. The City Council hereby approves the Second Amendment to the Contract Between the City of Bloomington and Jeffery R. Jurgens as set forth in Exhibit A, and the Mayor and City Clerk are hereby authorized to execute said Amendment.

SECTION 3. Except as provided herein, the Contract, as amended, shall remain in full force and effect.

SECTION 4. If 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.

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

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

**SECOND AMENDMENT TO CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND JEFFERY R. JURGENS**

This Second Amendment to the Contract between the City of Bloomington and Jeffery R. Jurgens is made on this ____ day of May 2026, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois (“City”), and JEFFERY R. JURGENS.

RECITALS

A. Effective May 6, 2024, the City entered a contract providing that Jeffery R. Jurgens would commence employment as the City Manager no later than May 6, 2024, and the agreement would end on May 5, 2027.

B. The Parties amended the agreement effective April 30, 2025; and

C. The parties desire to amend the contract to adjust the salary based on the contract’s performance criteria.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree as follows:

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

2. Section 6(A) shall be amended, in pertinent part, as follows:

A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of Two-Hundred and Twenty-Eight Thousand and Five-Two Hundred Seventeen Dollars and 50/100 (~~\$220,500.00~~228,217.50) effective May 1, 20256, payable in installments at the same time as other Employees of the City are paid. . .

4. In all other respects the Contract Between the City of Bloomington and Jeffery R. Jurgens shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Contract Between the City of Bloomington and Jeffery R. Jurgens in duplicate this day and year first above written.

CITY OF BLOOMINGTON

JEFFERY R. JURGENS

By: _____
Its City Mayor

By: _____
Jeffery R. Jurgens

ATTEST:

By: _____
Its City Clerk



Consent Agenda Item No. 7.H.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving Fiscal Year 2027 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements, in the Amount of \$50,000, as requested by the Community Impact & Enhancement Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following funding recommendations and information for Category III - Emergent Need Fiscal Year ("FY") 2027 grants. The Commission oversees a grant program focused on funding healthcare-related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level.

The Category III has two funding areas: emergent and emergency needs. Emergent needs are defined as healthcare needs that organizations address with innovative or targeted programs that align with the Trust. Emergency needs are defined as unexpected needs or events that cause an unexpected increase in service demand, a gap in services, or a service cost related to a program that aligns with the Trust's goals. The Commission developed this structure, hoping it would spur Category III grant applications and help serve smaller or more innovative programs. Additionally, the Commission designed the program, like the other grant categories, with a goal of health equity as a foundation.

The Request for Proposals was released on January 20, 2026. City staff held a grants workshop in February to assist organizations with limited or no experience applying for Trust funds. Applications were accepted from January 26 - February 27, 2026. In total, thirteen organizations applied for funding and requested \$115,710 in aggregate.

Each application was evaluated based on the standardized scoring criteria, the project or program's compliance with the Trust's legal requirements, community need, coherence to Category III program strategic objectives, and funding constraints. The Commission voted to approve the following funding recommendation on April 28, 2026. The total funding awarded for FY 2027 is \$50,000. Below is a breakdown of all the recipients, their programs, and the award amounts:

- Lumina Project, for the Meals that Heal-Nutrition and Health Screening Program, in the

amount of \$4,000

- Regional Alternative School, for the Safe Space-Healthy Students Initiative Program, in the amount of \$4,000
- Promise Council, for the Student Success Program, in the amount of \$7,000
- Brightpoint, for the Emergency Nutrition Program, in the amount of \$5,000
- Prairie State Legal Services, for the Legal Partnership for Medically Challenged, in the amount of \$10,000
- Prairie Pride Coalition, for the Project PRISM Program, in the amount of \$10,000
- Boys and Girls Club of Bloomington-Normal, for the Transportation Access Program, in the amount of \$5,000
- The Center for Youth and Family Solutions, for the Single Session Intervention Program, in the amount of \$5,000

Community Groups/Interested Persons Contacted: Marketing for this grant funding opportunity was conducted through email communications, a press release, social media publications, stakeholder engagement by staff, and networking by members of the John M. Scott Health Care Commission.

Financial Impact: The award of FY 2027 Trust grants has no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs, including a portion of the time for Community Impact and Enhancement Department staff. If approved, the FY 2027 Category II grant awards will be paid from the John M. Scott Health Care Trust-Grant Program account (72102100-79130-59200) in the amount of \$50,000. A budget transfer of \$20,000 from John M. Scott Health Care Trust-Grant Direct Services Expense account (72102100-79130-59100) to the John M. Scott Health Care Trust-Grant Program account (72102100-79130-59200) will be executed if the proposed Resolution is approved by Council. Please see Resolution 2026-051 for more information on the funding modification approved by Council on April 27, 2026. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 166.

Attachments:

1. Resolution

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING FISCAL YEAR 2027 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY III GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$50,000

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 grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in Fiscal Year 2027 (“FY 2027”) and is recommending the Trustee award the grants set forth in this 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. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust, hereby approves the following Category III grants to be made in FY 2027:

Category III: Lumina Project (\$4,000); Promise Council (\$7,000); Regional Alternative School (\$4,000); Brightpoint (\$5,000); Prairie State Legal Services (\$10,000); Prairie Pride Coalition (\$10,000); Boys & Girls Club of Bloomington-Normal (\$5,000); The Center for Youth & Family Solutions (\$5,000).

SECTION 3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant.

SECTION 4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 26th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Consent Agenda Item No. 7.I.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Granting the City Manager Authority to Settle a Property Damage Claim with Ken Fornoff, in an Amount Not to Exceed \$53,645.38, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: Ken Fornoff claims that on or about March 4, 2026, City Public Works staff inadvertently introduced large amounts of water/sewage into the claimant's home while attempting to clear a main line blockage. Mr. Fornoff claims that this action resulted in losses to the claimant's home and belongings, in an amount totaling \$53,645.38. The City Risk Manager and its third party administrator recommend that City resolve this claim.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will resolve this claim with Ken Fornoff for a total payment in an amount not to exceed \$53,645.38. This will be paid from the Casualty Insurance-Property Claim account (60150150-70714). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 150.

Attachments:

1. Resolution

RESOLUTION NO. 2026 - ____

**A RESOLUTION GRANTING THE CITY MANAGER AUTHORITY TO SETTLE A
PROPERTY DAMAGE CLAIM WITH KEN FORNOFF, IN AN AMOUNT NOT TO EXCEED
\$53,645.38**

WHEREAS, Ken Fornoff claims that on March 4, 2026, he suffered property damage due to work performed by City staff while attempting to clear a main line blockage outside his home; and

WHEREAS, the City's Risk Manager and Third-Party Administrator recommend settling this matter for an amount not to exceed \$53,645.38; and

WHEREAS, the City Council finds that it is in the best interest of the City to settle this matter.

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

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

SECTION 2. The Council authorizes the City Manager or his designee to settle this claim for an amount up to \$53,645.38 and to execute any documents necessary to fully and finally resolve this matter.

PASSED this 26th day of March 2026

APPROVED this ____ day of March 2026

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Consent Agenda Item No. 7.J.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc., for Construction and Demolition Debris Disposal (Bid #2025-33), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$386,250 in Fiscal Year 2027 and \$397,838 in Fiscal Year 2028, as requested by the Public Works Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: If approved, the City will enter into the first and second one-year extension agreements with Republic Services, Inc., for construction and demolition ("C&D") debris for two additional years as provided in Bid #2025-33 submission. The Public Works Department collects C&D materials at curbside and at the Customer Convenience Center ("CCC"). C&D materials are defined as bulky waste except for hazardous waste as defined by Federal Law, special waste as defined by the State, such as tires, lead/acid batteries, etc. The transfer or landfill location must operate with the required Federal, State, and Local permits and meet all EPA and Illinois EPA regulations and requirements for acceptance, use and disposal of C&C materials.

Two bids were received but only Republic Services Inc. has the appropriate licensed facility within the three (3) mile radius of the intersection of Main and Locust Streets. Public Works and Procurement completed market research after the initial one-year period of the C&D agreement and found that at this time, there are no other firms who have a facility that is licensed appropriately and that is within a three (3) mile radius. The City must abide by all Federal, State, and local statutes, rules, and/or regulations and also make every effort to save costs by requiring the transfer or landfill location to be in the middle of the City, so the crews can load and dump as efficiently as possible to service the approximate 24,500 households and CCC.

The initial unit price agreement was approved at the April 28, 2025, City Council meeting (Consent Agenda Item 7.G.). Staff are requesting approval of the agreement for the first one-year extension for the period of 5/1/2027–4/30/2028 for \$63.36 per ton and the second one-year extension for the period of 5/1/2028–4/30/2029 for \$65.26 per ton.

The Bid was advertised by the City on February 26, 2025, and was posted electronically on the City's eProcurement Portal, *OpenGov*. A full bid tabulation is attached.

Community Groups/Interested Persons Contacted: The Invitation for Bids was released on

the *OpenGov* eProcurement portal and advertised in *The Pantagraph* on February 4, 2025.

Financial Impact: If approved, the City will enter into a Unit Price Agreement with Republic Services, Inc., for Construction and Demolition Debris Disposal (Bid #2025-33), for Two Years, in the Amounts of \$63.36 per Ton for Fiscal Year 2027 and \$65.26 per Ton for Fiscal Year 2028. This is included and will be paid from the Solid Waste Fund-Bulk Disposal account (54404400-70652). A total of \$309,000 is included in the FY 2027 Budget. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 121. If approved, Public Works will include the appropriate amount in the FY 2028 Budget submission.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid 2025 35 Evaluation Tabulation - C&D Materials - Republic Services

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH REPUBLIC SERVICES, INC., FOR CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL (BID #2025-33), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$386,250 IN FISCAL YEAR 2027 AND \$397,838 IN FISCAL YEAR 2028

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a unit price agreement (Exhibit A) with Republic Services, Inc., for construction and demolition debris disposal (Bid #2025-33), and authorizing purchase(s) under the agreement not to exceed \$386,250 in Fiscal Year (“FY”) 2027 and \$397,838 in FY 2028; and

WHEREAS, on or about February 11, 2026, pursuant to the provisions of the City Code of Bloomington Code and Procurement Manual, the City issued an invitation to bid seeking a unit pricing agreement for construction and demolition debris disposal to service the approximate 24,500 households for bulky waste pickup curbside; and

WHEREAS, after the bid review process, the lowest responsible and only responsive bidder for C&D Debris Disposal was Republic Services, Inc., who met all the Federal, State, and Local regulations and required permits for a transfer and/or landfill location; and

WHEREAS, Republic Services, Inc., also met the within three (3) mile radius location of the transfer or landfill location, which allows the City to load and dump as efficiently as possible and at the lowest cost, especially considering the approximate 24,500 households serviced through the entire City; and

WHEREAS, Republic Services, Inc., proposed a cost of \$63.36 per Ton for Fiscal Year 2027 and \$65.26 per Ton for Fiscal Year 2028; and

WHEREAS, purchases under this Agreement will be paid out of the line item for Solid Waste – Bulk Disposal approved by Council in the Annual City Budget; and

WHEREAS, the Public Works Department estimates it will spend approximately \$309,000 in FY 2027 and \$318,270 in FY 2028, but due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommend that the Council approve the Agreement and authorize purchases of up to \$386,250 in FY 2027 and estimates proposing a 3% increase for FY 2028 of \$397,838; and

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

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

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

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

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Republic Services, Inc.

FOR
Construction & Demolition Debris Disposal

THIS AGREEMENT, dated this ___ day of _____ May _____, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Republic Services, 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 #2025-33 - Construction & Demolition Debris Disposal _____ (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:

Republic Services Inc.
Dan Winters
2112 Washington Road
Bloomington IL 61705

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: Dan Winters
Its General Manager

By: [Signature]
Its Landfill Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The disposal of Construction and Demolition (C&D) debris C&D materials are defined as bulky waste except for hazardous waste as defined by Federal Law, special waste as defined by the State, such as tires, lead/acid batteries, etc. (Prohibited Material). The transfer or landfill location must operate with the required Federal, State, and Local permits and meet all EPA and Illinois EPA regulations and requirements for acceptance, use and disposal of C&C material.

The contract terms are: May 1, 2026 - April 30, 2027 & May 1, 2027 - April 30, 2028.

**EXHIBIT B
COSTS/FEES**

First One -Year Extension 5/1/2026 - 4/30/2027 - \$63.36 Per Ton

Second One -Year Extension 5/1/2027 - 4/30/2028 - \$65.26 Per Ton

The vendor shall submit a detailed invoice to the City each month for the payment of Construction and Demolition Debris delivered to its site. Each invoice shall list the date of each delivery, total tonnage of each delivery, truck number, and City Division name. The city shall pay only the amount billed and shall not guarantee a minimum monthly payment.

Either party shall be in default if it fails to perform all or any part of this Agreement. Specifically, the vendor shall be in default if it refuses to accept delivery of the C&D materials at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including, but not limit to, acts of God. For purposes of this Agreement, any disruption in service caused or created by the vendor's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within the vendor's control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate the Agreement 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.



EVALUATION TABULATION

ITB No. Bid #2025-33

Construction and Demolition Material Disposal Services

RESPONSE DEADLINE: February 26, 2025 at 10:00 am

Report Generated: Monday, May 11, 2026

BID #2025-33 CONSTRUCTION AND DEMOLITION MATERIAL DISPOSAL SERVICES

| Bid #2025-33 Construction and Demolition Material Disposal Services | | | | Republic Services |
|---------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Selected | Line Item | Description | Unit of Measure | Unit Cost |
| X | 1 | Initial Contract Period 5/1/2025 - 4/30/2026 | PER TON | \$61.51 |
| X | 2 | First One -Year Extension 5/1/2026 - 4/30/2027 | PER TON | \$63.36 |
| X | 3 | Second One -Year Extension 5/1/2027 - 4/30/2028 | PER TON | \$65.26 |
| X | 4 | Third One -Year Extension 5/1/2028 - 4/30/2029 | PER TON | \$67.87 |
| X | 5 | Forth One -Year Extension 5/1/2029 - 4/30/2030 | PER TON | \$70.58 |
| | 6 | Weekday hourly rate for any actual time the Facility remains open beyond normal hours at the City's request. | PER HOUR | \$35.00 |
| | 7 | Saturday hourly rate for any actual time the Facility opens beyond normal hours at the City's request. | PER HOUR | \$35.00 |
| Total | | | | \$328.58 |



Consent Agenda Item No. 7.K.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Unit Price Agreement with Linde, Inc., for Carbon Dioxide (Bid #2026-28), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$237,500, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into a one-year contract with Linde, Inc., for Carbon Dioxide delivery. Carbon dioxide ("CO₂") is a compound that gives soda its fizz and is the same product used to lower the pH in water after the removal of dissolved minerals, using lime (the water softening process). CO₂ is added after clarification because lime softening raises the pH high enough to remove hardness, but that same high pH would cause scaling and instability downstream. Adding CO₂ lowers the pH in a controlled way, converts carbonate back toward bicarbonate, slows unwanted calcium carbonate precipitation, protects the filters and piping, and helps produce a stable finished water pH.

The project was advertised by the City to solicit competitive bids. Bid submissions (#2026-28) for this contract were received until 10:00 AM on Tuesday, March 3, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. The bid was opened on March 3, 2026 and Linde was the sole bidder and is not a local firm. A full bid tabulation is attached.

Community Groups/Interested Persons Contacted: The request for bids was released on Wednesday, February 11th, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City will enter into a contract with Linde, Inc. for Carbon Dioxide delivery, in the amount of \$234 per delivered ton. This price is 14.9% lower than FY 2026 price. Approximately \$190,000 will be allocated to cover FY 2027. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement on page 93.

Attachments:

1. Resolution

2. Resolution - Exhibit A - Agreement
3. Bid #2026-28 Tabulation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH LINDE, INC., FOR CARBON DIOXIDE (BID #2026-28), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$237,500

WHEREAS, on or about February 11, 2026, pursuant to the provisions of the City Code of Bloomington Code and Procurement Manual, the City issued an invitation to bid seeking a unit pricing agreement for various chemicals, including carbon dioxide, used by the City in the water treatment process to help control and maintain the pH level of the finished drinking water; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for carbon dioxide was Linde, Inc. who proposed a cost of \$234 per ton delivered, and a proposed Agreement is attached as Exhibit A; and

WHEREAS, all purchases under this Agreement will be paid out of the line item for Water Purification-Water chemicals approved by Council in the Annual City Budget; and

WHEREAS, the Water Department estimates it will spend approximately \$190,000 on carbon dioxide in Fiscal Year 2027, but that this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommends that the Council approve the Agreement and authorize purchases of up to \$237,500 in Fiscal Year 2027; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement and authorize the purchases as requested.

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 11th day of May 2026.

APPROVED this ____ day of May 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.

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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.

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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.
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- (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.
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- (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.

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- 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

By:  _____
Its Director - Gov't &
Aerospace Programs

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES



EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

RESPONSE DEADLINE: March 3, 2026 at 10:00 am

Report Generated: Wednesday, May 13, 2026

BASE BID

Primary award cells are green

| | | | | Arq Purification, LLC | Carbon Activated Corporation | Carus LLC | Chemrite, Inc. | Jacobi Carbons, Inc | Linde Inc. | Norit Americas Inc. | Shannon Chemical Corporation | Univar Solutions USA LLC. |
|-----------|---------------------------------------------------------|----------|-----------------|-----------------------|------------------------------|------------|----------------|---------------------|------------|---------------------|------------------------------|---------------------------|
| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | \$234.00 | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | \$3,280.00 | \$3,520.00 | No Bid | No Bid | No Bid | \$4,774.17 | \$4,963.76 |
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,560.00 | \$2,520.00 | No Bid | No Bid | \$3,360.00 | No Bid | \$2,040.00 | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,460.00 | \$2,100.00 | No Bid | No Bid | \$2,820.00 | No Bid | \$1,980.00 | No Bid | No Bid |

ADD ALTERNATE BID #1

Primary award cells are green

EVALUATION TABULATION
 ITB No. Bid #2026-28
 Water Chemicals

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|---------------------------------------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$5,174.17 | No Bid |
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,636.80 | \$2,520.00 | No Bid | No Bid | \$3,461.00 | No Bid | \$2,160.00 | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,533.80 | \$2,100.00 | No Bid | No Bid | \$2,905.00 | No Bid | \$2,100.00 | No Bid | No Bid |

ADD ALTERNATE BID #2

Primary award cells are green

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|--------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |

EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|---------------------------------------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,715.90 | No Bid | No Bid | No Bid | \$3,565.00 | No Bid | No Bid | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,609.81 | No Bid | No Bid | No Bid | \$2,992.00 | No Bid | No Bid | No Bid | No Bid |



Consent Agenda Item No. 7.L.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Unit Price Agreement with Carus, LLC, for Sodium Hexametaphosphate (Bid #2026-28), and Authorizing Purchases Under the Agreement Not to Exceed \$50,000, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into a one-year contract with Carus, LLC, for sodium hexametaphosphate. The price per ton delivered is \$3,280, which is 5.8% higher than the current contract price. Sodium hexametaphosphate is a compound used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The project was advertised by the City to solicit competitive bids. Bids for this solicitation were received until 10:00 AM on Tuesday, March 3, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. Four bids were opened on March 3, 2026 and Carus, LLC was the lowest, responsive bidder and is not local. A full bid tabulation is attached.

Community Groups/Interested Persons Contacted: The request for bids was released on Wednesday, February 11, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City will enter into a unit price agreement with Carus, LLC, for the delivery of Sodium Hexametaphosphate at a per ton delivered price of \$3,280. Approximately \$40,000 will be used to cover the costs of buying this chemical during FY 2027. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 93.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

3. Bid #2026-28 Tabulation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH CARUS, LLC, FOR SODIUM HEXAMETAPHOSPHATE (BID #2026-28), AND AUTHORIZING PURCHASES UNDER THE AGREEMENT NOT TO EXCEED \$50,000

WHEREAS, on or about February 11, 2026, pursuant to the provisions of the City Code of Bloomington Code and Procurement Manual, the City issued an invitation to bid seeking a unit pricing agreement for various chemicals including sodium hexametaphosphate used by the City in the water treatment to prevent scale from forming on the filter media and the accumulation of precipitated calcium carbonate on both the GAC and Sand filter media; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for sodium hexametaphosphate was Carus, LLC, who proposed to deliver based upon a per ton proposal of \$3,280 for Fiscal Year 2027; and

WHEREAS, all purchases under this Agreement (Exhibit A) will be paid out of the line item for Water Purification-Water chemicals approved by Council in the Annual City Budget; and

WHEREAS, the Water Department estimates it will spend approximately \$40,000 on sodium hexametaphosphate in Fiscal Year 2027, but that this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommend that the Council approve the Agreement and authorize purchases up to \$50,000 in Fiscal Year 2027; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement and authorize the purchases as requested.

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 11th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Carus LLC

FOR
Sodium Hexametaphosphate

THIS AGREEMENT, dated this 26 day of March, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Carus 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:
Bid # 2026-28 (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

By: Barbie Smith
Its Barbie Smith/Inside Sales
Manager

By: Amy Berggren
Its Amy Berggren/ Asst. Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver Sodium Hexametaphosphate in 50# bags to the City of Bloomington Water Treatment Plant located at 25515 Waterside Way, Hudson IL. 61748. Typically we purchase one load of 378 bags annually.

EXHIBIT B
COSTS/FEES

Cost of \$3,280.00 per delivered ton with no additional fees for the period of May 1, 2026 to April 30, 2027



City of Bloomington

Water

Brett Lueschen, Director

115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

RESPONSE DEADLINE: March 3, 2026 at 10:00 am

Report Generated: Wednesday, May 13, 2026

BASE BID

Primary award cells are green

| | | | | Arq Purification, LLC | Carbon Activated Corporation | Carus LLC | Chemrite, Inc. | Jacobi Carbons, Inc | Linde Inc. | Norit Americas Inc. | Shannon Chemical Corporation | Univar Solutions USA LLC. |
|-----------|---------------------------------------------------------|----------|-----------------|-----------------------|------------------------------|------------|----------------|---------------------|------------|---------------------|------------------------------|---------------------------|
| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | \$234.00 | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | \$3,280.00 | \$3,520.00 | No Bid | No Bid | No Bid | \$4,774.17 | \$4,963.76 |
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,560.00 | \$2,520.00 | No Bid | No Bid | \$3,360.00 | No Bid | \$2,040.00 | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,460.00 | \$2,100.00 | No Bid | No Bid | \$2,820.00 | No Bid | \$1,980.00 | No Bid | No Bid |

ADD ALTERNATE BID #1

Primary award cells are green

EVALUATION TABULATION
 ITB No. Bid #2026-28
 Water Chemicals

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|---------------------------------------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$5,174.17 | No Bid |
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,636.80 | \$2,520.00 | No Bid | No Bid | \$3,461.00 | No Bid | \$2,160.00 | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,533.80 | \$2,100.00 | No Bid | No Bid | \$2,905.00 | No Bid | \$2,100.00 | No Bid | No Bid |

ADD ALTERNATE BID #2

Primary award cells are green

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|--------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 1 | Carbon Dioxide | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |

EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|---------------------------------------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,715.90 | No Bid | No Bid | No Bid | \$3,565.00 | No Bid | No Bid | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,609.81 | No Bid | No Bid | No Bid | \$2,992.00 | No Bid | No Bid | No Bid | No Bid |



Consent Agenda Item No. 7.M.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement With Norit Americas, Inc., for Powdered Activated Carbon (Bid #2026-28), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$375,000, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into a one-year contract with Norit Americas, Inc., for the supply and delivery of Powdered Activated Carbon ("PAC"). The price is quoted two different ways because we may need to order the PAC in bulk bags for our temporary PAC system before our permanent system is complete, which will require bulk shipment. The price per delivered ton is \$2,040 for bulk bags and \$1,980 per delivered ton for bulk delivery.

PAC will be added to the water when necessary to reduce taste and odor compounds as much as possible. The required dosing will fluctuate based on need. With our Gas Chromatograph, we will be able to detect the compounds in the raw water and dose PAC accordingly.

The project was advertised by the City to solicit competitive bids. Bids (#2026-28) for this solicitation were received until 10:00 AM on Tuesday, March 3, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. Four bids were opened on March 3, 2026, and Norit Americas, Inc. was the lowest, responsive bidder, and the next lowest, responsive bidder was also not local, so the local preference policy did not apply. A full bid tabulation is attached.

Community Groups/Interested Persons Contacted: The request for bids was released on Wednesday, February 11th, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City will enter into the above-mentioned one-year contract with Norit Americas, Inc. The delivered price per ton is \$2,040 for bulk bags and \$1,980 for bulk delivery. The total funds allocated to PAC in the FY 2027 budget is \$300,000. The total projected cost for PAC in FY 2026 is \$250,000, so the budgeted amount of \$300,000 for FY 2027 should cover the total PAC cost. The PAC will be paid for out of the Water Purification-Powdered Carbon account (50100130-71721). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 93.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid #2026-28 Tabulation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH NORIT AMERICAS, INC., FOR POWDERED ACTIVATED CARBON (BID #2026-28), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$375,000

WHEREAS, on or about February 11, 2026, pursuant to the provisions of the City Code of Bloomington Code and Procurement Manual, the City issued an invitation to bid seeking a unit pricing agreement for various chemicals, including powdered activated carbon used by the City for the reduction of taste and odor compounds in the finished drinking water; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for powdered activated carbon was Norit Americas, Inc., who proposed a cost of \$2,040 per delivered ton (bulk bag) and \$1,980 per delivered ton (bulk delivery), and a proposed Agreement is attached as Exhibit A; and

WHEREAS, all purchases under this Agreement will be paid out of the line item for Water Purification-Water chemicals approved by Council in the Annual City Budget; and

WHEREAS, the Water Department estimates it will spend approximately \$300,000 for powdered activated carbon in Fiscal Year 2027, but that this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommend that the Council approve the Agreement and authorize purchases of up to \$375,000 in Fiscal Year 2027; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement and authorize the purchases as requested.

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 11th day of May 2026.

APPROVED this ____ day of May 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

By: *Dani Alan*

Its Inside Sales Rep

By: *Sally Kelly*

Its Inside Sales Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES



City of Bloomington

Water

Brett Lueschen, Director

115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

RESPONSE DEADLINE: March 3, 2026 at 10:00 am

Report Generated: Wednesday, May 13, 2026

BASE BID

Primary award cells are green

| | | | | Arq Purification, LLC | Carbon Activated Corporation | Carus LLC | Chemrite, Inc. | Jacobi Carbons, Inc | Linde Inc. | Norit Americas Inc. | Shannon Chemical Corporation | Univar Solutions USA LLC. |
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| 2 | Hydrofluosilicic Acid | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
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Primary award cells are green

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 ITB No. Bid #2026-28
 Water Chemicals

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| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$5,174.17 | No Bid |
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,636.80 | \$2,520.00 | No Bid | No Bid | \$3,461.00 | No Bid | \$2,160.00 | No Bid | No Bid |
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ADD ALTERNATE BID #2

Primary award cells are green

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| 3 | Sodium Hexametaphosphate | 1 | TON | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |

EVALUATION TABULATION

ITB No. Bid #2026-28

Water Chemicals

| Line Item | Description | Quantity | Unit of Measure | Arq Purification, LLC Unit Cost | Carbon Activated Corporation Unit Cost | Carus LLC Unit Cost | Chemrite, Inc. Unit Cost | Jacobi Carbons, Inc Unit Cost | Linde Inc. Unit Cost | Norit Americas Inc. Unit Cost | Shannon Chemical Corporation Unit Cost | Univar Solutions USA LLC. Unit Cost |
|-----------|---------------------------------------------------------|----------|-----------------|------------------------------------|-------------------------------------------|------------------------|-----------------------------|----------------------------------|-------------------------|----------------------------------|-------------------------------------------|----------------------------------------|
| 4 | Premium Powdered Activated Carbon (PAC) | 1 | TON | \$2,715.90 | No Bid | No Bid | No Bid | \$3,565.00 | No Bid | No Bid | No Bid | No Bid |
| 5 | Premium Powdered Activated Carbon (PAC) (BULK DELIVERY) | 1 | TON | \$2,609.81 | No Bid | No Bid | No Bid | \$2,992.00 | No Bid | No Bid | No Bid | No Bid |



Consent Agenda Item No. 7.N.

For City Council: May 26, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on (1) a Resolution Approving an Agreement with Baxter and Woodman, Inc., for the Sunnyside Park Sustainability Initiative (Bid # 2026-35), in the Amount of \$7,532,096.92; and (2) an Ordinance Amending the Budget Ordinance for Fiscal Year Ending April 30th, 2027, for the Capital Improvement Fund, to Utilize a Donation from Bloomington Normal Water Reclamation District and an Illinois Department of Natural Resources' Grant, in the Amount of \$7,532,096.92, as requested by the Parks & Recreation Department.

Recommended Motion: The proposed Resolution and Ordinance be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: Through a collaborative process that included the City of Bloomington, Bloomington Normal Water Reclamation District ("BNWRD"), Boy's and Girls Club of Bloomington Normal, the Bloomington Housing Authority, Friends of the Constitution Trail and Illinois Department of Natural Resources ("IDNR") Open Space Lands Acquisition and Development Grant ("OSLAD"), the City is prepared to move forward with the construction of the Sunnyside Park Sustainability Initiative. This project will transform Sunnyside Park into a 12-acre hub for recreation, education, and environmental stewardship. This project aligns with both the City of Bloomington 2035 Comprehensive Plan and the 2019 Parks and Recreation Master Plan, which emphasized collaboration and additions of trails, fitness equipment, gathering areas, and nature play.

The project includes over seven acres of ecological restoration, green infrastructure, nature play, outdoor classroom, interpretive signage, and universally accessible design. The native seeding and plug planting portion of the project includes 113 native species. Green infrastructure, including naturalized stormwater basins, bioswales, and permeable pavers, will not only be aesthetically pleasing but will help manage stormwater runoff in an area historically prone to flooding. This will improve drainage for homes along Indiana and Illinois Streets. The universally inclusive design also includes ADA accessible parking, trails, and boardwalks.

The outdoor gym will be the first one in the Bloomington Parks and Recreation system and will include 12 weightlifting, cardio, and plyometric elements. Leg, chest, and shoulder press exercises, along with a rowing machine, will be available. This will be located next to the existing basketball court and playground at Sunnyside Park.

Interpretive signage will feature water cycle, infiltration, stormwater, and runoff education designed to be easily understandable for all age groups. The interpretive signage will explain a watershed and what happens to water when it enters the urban environment.

This project will receive a Sustainable Sites Initiative Certification ("SITES") and be the first one in McLean County and 1 of 5 in Illinois receiving such a designation. SITES is a holistic framework for creating sustainable and resilient landscapes and is a highly sought-after and regarded certification in the industry.

This project addresses environmental justice and public health disparities as it is situated between intense industrial uses, a railroad, and a wastewater treatment plant. The buffer provided by the project will be a model moving forward on how these uses can beneficially co-exist in the urban environment. Community impact here includes improved facility access, an outdoor classroom and gym, and serving as a regional destination. This project would not be possible without the vision of BNWRD leadership and board members.

Through the *OpenGov* procurement process, Bid #2026-35 Sunnyside Park Sustainability Initiative was released for bid on Thursday, March 5, 2026, with bids due on Thursday, April 2, 2026. There was one bidder that met the bidding requirements and was determined to have a responsible bid. Baxter and Woodman, Inc., provided this bid at \$7,532,096.62. While this exceeded the estimated amount, the BNWRD Board voted on May 18, 2026, to once again increase their commitment to the project, so the entire scope of work could be completed.

Community Groups/Interested Persons Contacted: BNWRD, Boys and Girls Club of Bloomington - Normal, Housing Authority of the City of Bloomington, Friends of Constitution Trail, and IDNR

Financial Impact: If approved, the City will enter into the agreement with Baxter and Woodman, Inc., in the amount of \$7,532,096.92. This project will be paid from the Capital Improvement-Park Construction & Improvement account (401000100-72570). Although the City is awarding & paying for the project, BNWRD will reimburse the City up to \$6,932,096.62 (see attached BNWRD's Resolution - Sunnyside), and \$600,000 is reimbursable by IDNR through approved OSLAD grant funding (see attached OSLAD Grant Agreement). After reimbursement, there will be zero net cost to the City. Please see the attached "Ordinance - Exhibit A" for accounts included in the budget amendment.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Development Plan
4. Ordinance
5. Ordinance - Exhibit A - Budget Amendment
6. Bid #2026-35 Tabulation
7. BNWRD's Resolution - Sunnyside
8. OSLAD Grant Agreement

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER AND WOODMAN, INC.,
FOR THE SUNNYSIDE PARK SUSTAINABILITY INITIATIVE (BID # 2026-35) IN THE
AMOUNT OF \$7,532,096.92**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement (Exhibit A) with Baxter and Woodman, Inc., be approved for the Sunnyside Park Sustainability Initiative (Bid #2026-35), in the amount of \$7,532,096.92; and

WHEREAS, the Sunnyside Park Sustainability Initiative is being funded by Bloomington Normal Water Reclamation District (“BNWRD”) and Illinois Department of Natural Resources (“IDNR”) grant funding; and

WHEREAS, the Sunnyside Park Sustainability Initiative is a collaborative community project including City of Bloomington, BNWRD, Boys and Girls Club of Bloomington – Normal, the Housing Authority of the City of Bloomington, Friends of Constitution Trail, and IDNR’s Open Space Land Acquisition and Development (“OSLAD”) Grant Program; and

WHEREAS, the Sunnyside Park Sustainability Initiative will transform the Sunnyside Park into a 12-acre hub for recreation, education, and environmental stewardship; 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 Contract/Agreement, and any other necessary documents.

PASSED this 26th day of May, 2026.

APPROVED this ____ day of May, 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

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

By: Craig D. Mitchell
Its Vice President

By: [Signature]
Its Deputy Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

EXHIBIT C
INSURANCE

See attached Addendum Number 2, Item 4



ADDENDUM NUMBER 2: March 20, 2026

**Bid #2026-35
Sunnyside Park Sustainability Initiative**

1. **Is the GATA/OSLAD information necessary prior to bid if we are in good standing with SAM.gov and have an IDHR #?**
Firms in consideration for award after bid opening will need to provide the written certification of compliance within five (5) business days upon request via email in order to be considered for final award.
2. **Please see Exhibit A – Pre-Bid/Site Visit Attendance sheet attached.**
3. **The contact and product number for the Drinking Fountain have been updated in the Site Furnishing (32 33 00) specification section. The updated specifications titled: “Bid #2026-35 - Addendum #2 - Updated Specifications - Sunnyside Park” can be found in the attachment section in OpenGov.**
4. **Is Crime & Theft Coverage required for this project? There would be additional cost involved if needed. GL Coverage- can this be amended from \$2m/\$4m to \$1m/\$2m? Auto Coverage- can this be amended from \$2m to \$1m?**
Crime & Theft Coverage is not required. Yes, GL coverage can be amended to \$1M/\$2M. Auto coverage can be amended to \$1M.
5. **Sheet 611, Detail 1, is fiber expansion joint really necessary between concrete and asphalt?**
Yes
6. **Sheet 611, detail 3, 4, & 5. Does the City of Bloomington really want mesh in pedestrian sidewalks?**
Yes
7. **There are 2 pay items titled "Stone Amphitheater - East." Should one of them be changed to West?**
Yes, Item 60 has been modified to “Stone Amphitheater – West” The pricing proposal has been updated in OpenGov.
8. **Where is the 1,664 SF of "Concrete Pavement - Banding." I don't see this called out anywhere on the Materials Plan.**
Item 39 “Concrete Pavement – Banding” refers to the 2’ and 3’ wide concrete pavement lines near the main entrance at the west end of Illinois Street. This has been labeled on sheets 601 & 602 and added to the legend on the Materials Plan sheets. The updated plan sheet titled:



ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, IN THE AMOUNT OF \$7,532,096.92, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE A DONATION FROM BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT AND AN ILLINOIS DEPARTMENT OF NATURAL RESOURCES' GRANT, IN THE AMOUNT OF \$7,532,096.92

WHEREAS, on April 14, 2026, by Ordinance No. 2026-034, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2026, and ending April 30, 2027, which was approved by Mayor Dan Brady on April 14, 2026; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2027 Budget in the Capital Improvement Fund to utilize a donation from Bloomington Normal Water Reclamation District (“BNWRD”) and an Illinois Department of Natural Resources’ (“IDNR”) Grant, in the amount of \$7,532,096.92 for Sunnyside Park Initiative, as requested by Parks & Recreation and Finance Departments.

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

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

SECTION 2. Ordinance No. 2026-034 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2027) 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. 2026-034 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 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2027 Budget Amendment - Exhibit A

| Account # | Fund | Account Description | Amount |
|-------------------------|---------------------|---------------------------------|-------------------|
| 40100100-53120 | Capital Improvement | State Grants | \$ (600,000.00) |
| 40100100-57310 | Capital Improvement | Donations | \$ (6,932,096.62) |
| 40100100-72570 | Capital Improvement | Park Construction & Improvement | \$ 7,532,096.62 |
| Net Transaction: | | | \$ - |



City of Bloomington
Parks & Recreation

Eric Veal, Director
 115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
Sunnyside Park Sustainability Initiative
 RESPONSE DEADLINE: April 2, 2026 at 10:00 am
 Report Generated: Wednesday, April 8, 2026

SELECTED VENDOR TOTALS

| Vendor | Total |
|------------------------|----------------|
| Baxter & Woodman, Inc. | \$7,532,096.92 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

General Requirements This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 1 | Mobilization / Demobilization | 1 | LS | \$225,000.00 | \$225,000.00 |
| Total | | | | | | \$225,000.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Site Preparation This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|--------------------------|----------|-----------------|------------------------|----------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 2 | Remove Drinking Fountain | 1 | LS | \$750.00 | \$750.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 3 | Remove Underdrain | 760 | LF | \$16.50 | \$12,540.00 |
| X | 4 | Remove Yard Hydrant | 1 | LS | \$460.00 | \$460.00 |
| X | 5 | Cap Water Main | 1 | LS | \$7,500.00 | \$7,500.00 |
| X | 6 | Remove Concrete and Debris Piles | 1 | LS | \$3,000.00 | \$3,000.00 |
| X | 7 | Remove Sign at Community Garden | 1 | LS | \$350.00 | \$350.00 |
| X | 8 | Remove Existing Lighting | 1 | LS | \$1,750.00 | \$1,750.00 |
| X | 9 | Sawcut and Remove Concrete Sidewalk and Asphalt | 1 | LS | \$5,500.00 | \$5,500.00 |
| X | 10 | Herbicide Existing Vegetation | 8.5 | AC | \$1,500.00 | \$12,750.00 |
| X | 11 | Clearing and Grubbing | 0.4 | AC | \$45,000.00 | \$18,000.00 |
| X | 12 | Tree Removal | 37 | EA | \$700.00 | \$25,900.00 |
| X | 13 | Tree Transplant | 2 | EA | \$525.00 | \$1,050.00 |
| X | 14 | Tree Protection Fence | 1254 | LF | \$5.50 | \$6,897.00 |
| X | 15 | Construction Fence | 1625 | LF | \$48.00 | \$78,000.00 |
| Total | | | | | | \$174,447.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Equipment This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|---------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 16 | Outdoor Fitness Equipment | 1 | LS | \$200,000.00 | \$200,000.00 |
| Total | | | | | | \$200,000.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Electrical This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 17 | Solar Parking Lot Lighting | 4 | EA | \$6,700.00 | \$26,800.00 |
| X | 18 | Solar Basketball Court Lighting | 1 | EA | \$9,000.00 | \$9,000.00 |
| X | 19 | Solar Basketball Court Lighting (Dual Fixtures) | 1 | EA | \$11,000.00 | \$11,000.00 |
| X | 20 | Solar Playground Lighting | 1 | EA | \$5,600.00 | \$5,600.00 |
| X | 21 | Solar Trail Lighting | 58 | EA | \$6,700.00 | \$388,600.00 |
| X | 22 | Light Pole Foundations | 390 | Per Ft (depth) | \$360.00 | \$140,400.00 |
| X | 23 | Electric Service Installation | 1 | EA | \$16,000.00 | \$16,000.00 |
| X | 24 | Electrical Outlets at East Amphitheater | 1 | EA | \$7,500.00 | \$7,500.00 |
| Total | | | | | | \$604,900.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

Earthwork This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|----------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 25 | Strip and Respread Topsoil | 7733 | CY | \$52.00 | \$402,116.00 |
| X | 26 | Earthwork | 1 | LS | \$325,000.00 | \$325,000.00 |
| X | 27 | Compost | 68 | CY | \$225.00 | \$15,300.00 |
| X | 28 | Rock Construction Entrance | 427 | SY | \$26.00 | \$11,102.00 |
| X | 29 | Riprap at Storm Outfalls | 37 | CY | \$415.00 | \$15,355.00 |
| X | 30 | Riprap at Basin Overflows | 17 | CY | \$450.00 | \$7,650.00 |
| X | 31 | Inlet Protection | 1 | LS | \$600.00 | \$600.00 |
| X | 32 | Straw Mulch | 1.9 | AC | \$4,500.00 | \$8,550.00 |
| X | 33 | Erosion Control Blanket | 6.9 | AC | \$13,000.00 | \$89,700.00 |
| X | 34 | Silt Fence | 1715 | LF | \$4.75 | \$8,146.25 |
| X | 35 | Shredded Hardwood Mulch | 95 | CY | \$160.00 | \$15,200.00 |
| Total | | | | | | \$898,719.25 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Exterior Improvements This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|----------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 36 | Asphalt Pavement - Light Duty | 25767 | SF | \$10.25 | \$264,111.75 |
| X | 37 | Asphalt Pavement - Heavy Duty | 10463 | SF | \$14.00 | \$146,482.00 |
| X | 38 | Concrete Pavement | 12422 | SF | \$33.50 | \$416,137.00 |
| X | 39 | Concrete Pavement - Banding | 1664 | SF | \$62.00 | \$103,168.00 |
| X | 40 | Concrete Pavement - Heavy Duty with Integral Color | 1384 | SF | \$44.00 | \$60,896.00 |
| X | 41 | Lithocrete | 8912 | SF | \$62.00 | \$552,544.00 |
| X | 42 | Natural Stone Paving on Concrete | 1871 | SF | \$190.00 | \$355,490.00 |
| X | 43 | Natural Stone Paving on Aggregate | 273 | SF | \$260.00 | \$70,980.00 |
| X | 44 | Permeable Pavers - Pedestrian | 1168 | SF | \$50.00 | \$58,400.00 |
| X | 45 | Permeable Pavers - Vehicular | 2749 | SF | \$50.00 | \$137,450.00 |
| X | 46 | Artificial Turf | 830 | SF | \$37.50 | \$31,125.00 |
| X | 47 | Concrete Containment Curb | 720 | LF | \$200.00 | \$144,000.00 |
| X | 48 | Barrier Curb | 265 | LF | \$170.00 | \$45,050.00 |
| X | 49 | Detectable Warning Panels | 52 | SF | \$115.00 | \$5,980.00 |
| X | 50 | Concrete Wheel Stops | 15 | EA | \$500.00 | \$7,500.00 |
| X | 51 | Paint Pavement Marking | 1 | LS | \$6,500.00 | \$6,500.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|----------------------------------------|----------|-----------------|------------------------|----------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 52 | Traffic and Reserved Parking Signs | 6 | EA | \$750.00 | \$4,500.00 |
| X | 53 | Stone Monuments | 49 | EA | \$1,100.00 | \$53,900.00 |
| X | 54 | Limestone Outcropping Stones | 44 | TON | \$625.00 | \$27,500.00 |
| X | 55 | Accent Boulders - Salvaged | 1 | LS | \$25,000.00 | \$25,000.00 |
| X | 56 | Cobblestone - At Perched Wetland Weirs | 4.2 | CY | \$3,700.00 | \$15,540.00 |
| Total | | | | | | \$2,532,253.75 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Amphitheater This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|---------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 57 | Stone Amphitheater - East | 34 | EA | \$2,500.00 | \$85,000.00 |
| X | 58 | Amphitheater Stairs | 1 | LS | \$20,500.00 | \$20,500.00 |
| X | 59 | Amphitheater Handrail | 12 | LF | \$1,000.00 | \$12,000.00 |
| X | 60 | Stone Amphitheater - West | 26 | EA | \$2,750.00 | \$71,500.00 |
| Total | | | | | | \$189,000.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

Water Runnel Play Feature This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|--------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 61 | Meandering Stream Runnel | 122 | LF | \$515.00 | \$62,830.00 |
| X | 62 | Channelized Stream Runnel | 53 | LF | \$950.00 | \$50,350.00 |
| X | 63 | Runnel Flume | 34 | LF | \$590.00 | \$20,060.00 |
| X | 64 | Cobblestone Landscape Bed Edge | 41 | LF | \$775.00 | \$31,775.00 |
| X | 65 | Trench Grate and Frame | 1 | LS | \$10,750.00 | \$10,750.00 |
| X | 66 | Pump 'N Play Junior + Elephant snout | 2 | EA | \$8,800.00 | \$17,600.00 |
| X | 67 | Channelized Runnel Water Gate | 2 | EA | \$4,500.00 | \$9,000.00 |
| Total | | | | | | \$202,365.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Site Furnishings This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-----------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 68 | Trash Receptacles | 5 | EA | \$3,000.00 | \$15,000.00 |
| X | 69 | Recycling Receptacles | 5 | EA | \$3,100.00 | \$15,500.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 70 | Dog Waste Station | 1 | EA | \$875.00 | \$875.00 |
| X | 71 | Bench - Backed | 9 | EA | \$3,000.00 | \$27,000.00 |
| X | 72 | Bench - Backless | 9 | EA | \$2,800.00 | \$25,200.00 |
| X | 73 | Bench - Athletic | 4 | EA | \$4,000.00 | \$16,000.00 |
| X | 74 | Picnic Table - Standard | 2 | EA | \$5,000.00 | \$10,000.00 |
| X | 75 | Picnic Table - ADA accessible | 1 | EA | \$5,000.00 | \$5,000.00 |
| X | 76 | Bike Racks | 4 | EA | \$875.00 | \$3,500.00 |
| X | 77 | Drinking Fountain | 2 | EA | \$9,100.00 | \$18,200.00 |
| X | 78 | Screening Fence Enclosure | 38 | LF | \$525.00 | \$19,950.00 |
| X | 79 | Flor Accent Feature - Small | 2 | EA | \$9,000.00 | \$18,000.00 |
| X | 80 | Flor Accent Feature - Large | 2 | EA | \$9,000.00 | \$18,000.00 |
| X | 81 | Reserved Parking Sign | 3 | EA | \$415.00 | \$1,245.00 |
| X | 82 | Traffic Sign | 3 | EA | \$415.00 | \$1,245.00 |
| Total | | | | | | \$194,715.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Interpretive Signage This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 83 | Interpretive Features/Signage | 1 | LS | \$525,000.00 | \$525,000.00 |
| X | 84 | Concrete footings for select signs | 1 | LS | \$2,500.00 | \$2,500.00 |
| Total | | | | | | \$527,500.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Boardwalk This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 85 | Boardwalks - including runner rails and steel railing | 1 | LS | \$225,000.00 | \$225,000.00 |
| X | 86 | Helical Piles | 32 | EA | \$4,800.00 | \$153,600.00 |
| X | 87 | Concrete Abutment at Boardwalk Ends | 8 | EA | \$5,600.00 | \$44,800.00 |
| Total | | | | | | \$423,400.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Turf & Grasses This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------|----------|-----------------|------------------------|------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 88 | Low-Mow Turf Seed Mix | 1.1 | AC | \$5,000.00 | \$5,500.00 |
| X | 89 | Bluegrass Turf Seed Mix | 0.7 | AC | \$4,000.00 | \$2,800.00 |
| Total | | | | | | \$8,300.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Native Upland Seeding This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|----------------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 90 | Wet-Mesic Prairie Seed Mix | 1.41304 | AC | \$15,000.00 | \$21,195.60 |
| X | 91 | Dry-Mesic Prairie Seed Mix | 5.35372 | AC | \$9,500.00 | \$50,860.34 |
| X | 92 | Woodland Seed Mix | 0.43193 | AC | \$20,000.00 | \$8,638.60 |
| Total | | | | | | \$80,694.54 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Plants This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|----------------------------------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 93 | FAGGRA, Fagus grandifolia, 3" Cal, B&B | 2 | EA | \$1,300.00 | \$2,600.00 |
| X | 94 | LIRTUL, Liriodendron tulipifera, 3" Cal, B&B | 1 | EA | \$1,300.00 | \$1,300.00 |
| X | 95 | PLAOCC, Platanus occidentalis, 3" Cal, B&B | 1 | EA | \$1,300.00 | \$1,300.00 |
| X | 96 | QUEALB, Quercus alba, 3" Cal, B&B | 1 | EA | \$1,300.00 | \$1,300.00 |
| X | 97 | QUEBIC, Quercus bicolor, 3" Cal, B&B | 3 | EA | \$1,000.00 | \$3,000.00 |
| X | 98 | QUERUB, Quercus rubra, 3" Cal, B&B | 3 | EA | \$1,000.00 | \$3,000.00 |
| X | 99 | CARCOR, Carya cordiformis, 2" Cal, B&B | 9 | EA | \$750.00 | \$6,750.00 |
| X | 100 | CAROVA, Carya ovata, 2" Cal, B&B | 9 | EA | \$750.00 | \$6,750.00 |
| X | 101 | FAGGRA, Fagus grandifolia, 2" Cal, B&B | 4 | EA | \$800.00 | \$3,200.00 |
| X | 102 | GYMDIO, Gymnocladus dioicus, 2" Cal, B&B | 8 | EA | \$800.00 | \$6,400.00 |
| X | 103 | LIRTUL, Liriodendron tulipifera, 2" Cal, B&B | 14 | EA | \$700.00 | \$9,800.00 |
| X | 104 | PLAOCC, Platanus occidentalis, 2" Cal, B&B | 10 | EA | \$725.00 | \$7,250.00 |
| X | 105 | QUEALB, Quercus alba, 2" Cal, B&B | 8 | EA | \$800.00 | \$6,400.00 |
| X | 106 | QUEBIC, Quercus bicolor, 2" Cal, B&B | 18 | EA | \$675.00 | \$12,150.00 |
| X | 107 | QUEMAC, Quercus macrocarpa, 2" Cal, B&B | 8 | EA | \$725.00 | \$5,800.00 |
| X | 108 | QUEMUE, Quercus muehlenbergii, 2" Cal, B&B | 10 | EA | \$725.00 | \$7,250.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|--------------------------------------------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 109 | QUERUB, Quercus rubra, 2" Cal, B&B | 9 | EA | \$775.00 | \$6,975.00 |
| X | 110 | TAXDIS, Taxodium distichum, 2" Cal, B&B | 10 | EA | \$725.00 | \$7,250.00 |
| X | 111 | ASITRI, Asimina triloba, 1" Cal, B&B or Cont. | 9 | EA | \$450.00 | \$4,050.00 |
| X | 112 | CARCAR, Carpinus caroliniana, 1" Cal, B&B or Cont. | 8 | EA | \$475.00 | \$3,800.00 |
| X | 113 | OSTVIR, Carya cordiformis, 1" Cal, B&B or Cont. | 4 | EA | \$500.00 | \$2,000.00 |
| X | 114 | QUEALB, Quercus alba, 1" Cal, B&B or Cont. | 3 | EA | \$525.00 | \$1,575.00 |
| X | 115 | QUEBIC, Quercus bicolor, 1" Cal, B&B or Cont. | 4 | EA | \$575.00 | \$2,300.00 |
| X | 116 | QUEMAC, Quercus macrocarpa, 1" Cal, B&B or Cont. | 4 | EA | \$575.00 | \$2,300.00 |
| X | 117 | QUERUB, Quercus rubra, 1" Cal, B&B or Cont. | 1 | EA | \$650.00 | \$650.00 |
| X | 118 | SASALB, Sassafras albidum, 1" Cal, B&B or Cont. | 9 | EA | \$550.00 | \$4,950.00 |
| X | 119 | TAXDIS, Taxodium distichum, 1" Cal, B&B or Cont. | 7 | EA | \$450.00 | \$3,150.00 |
| X | 120 | AMELAE, Amelanchier laevis, 8' Ht., B&B | 6 | EA | \$475.00 | \$2,850.00 |
| X | 121 | AMELAE, Amelanchier laevis, 10' Ht., B&B | 4 | EA | \$500.00 | \$2,000.00 |
| X | 122 | CERCAN, Cercis canadensis, 10' Ht., B&B | 23 | EA | \$500.00 | \$11,500.00 |
| X | 123 | CORALT, Cornus alternifolia, 8' Ht., B&B | 3 | EA | \$550.00 | \$1,650.00 |
| X | 124 | CRACRU, Crataegus crus-galli var. inermis, 8' Ht., B&B | 3 | EA | \$550.00 | \$1,650.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|---------------------------------------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 125 | HAMVIR, Hamamelis virginiana, #7 Cont. | 3 | EA | \$550.00 | \$1,650.00 |
| X | 126 | MAGACU, Magnolia acuminata, 1" Cal., B&B or Cont. | 5 | EA | \$475.00 | \$2,375.00 |
| X | 127 | PINSTR, Pinus strobus, 10' Ht., B&B | 26 | EA | \$550.00 | \$14,300.00 |
| X | 128 | CEAAME, Ceanothus americanus, #3 Cont. | 26 | EA | \$400.00 | \$10,400.00 |
| X | 129 | CEPOCC, Cephalanthus occidentalis, #5 Cont. | 4 | EA | \$425.00 | \$1,700.00 |
| X | 130 | CORSER, Cornus sericea, #5 Cont. | 6 | EA | \$400.00 | \$2,400.00 |
| X | 131 | CORAME, Corylus americana, #5 Cont. | 5 | EA | \$400.00 | \$2,000.00 |
| X | 132 | EUOATR, Euonymus atropurpureus, #3 Cont. | 11 | EA | \$400.00 | \$4,400.00 |
| X | 133 | HYDARB, Hydrangea arborescens, #3 Cont. | 18 | EA | \$400.00 | \$7,200.00 |
| X | 134 | PRUAME, Prunus americana, #7 Cont. | 9 | EA | \$400.00 | \$3,600.00 |
| X | 135 | RHUARO, Rhus aromatica 'Gro-Low', #3 Cont. | 50 | EA | \$400.00 | \$20,000.00 |
| X | 136 | SAMCAN, Sambucus canadensis, #3 Cont. | 9 | EA | \$400.00 | \$3,600.00 |
| X | 137 | STATRI, Staphylea trifolia, #5 Cont. | 5 | EA | \$400.00 | \$2,000.00 |
| X | 138 | VIBDEN, Viburnum dentatum, #5 Cont. | 3 | EA | \$400.00 | \$1,200.00 |
| X | 139 | VIBPRU, Viburnum prunifolium, #5 Cont. | 10 | EA | \$400.00 | \$4,000.00 |
| X | 140 | BOUCUR, Bouteloua curtipendula, Plug, 50/flat | 294 | EA | \$6.50 | \$1,911.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-----------------------------------------------------------|----------|-----------------|------------------------|------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 141 | CARBLA, Carex blanda, Plug, 38/flat | 153 | EA | \$6.50 | \$994.50 |
| X | 142 | CARBRE, Carex brevior, Plug, 50/flat | 302 | EA | \$6.50 | \$1,963.00 |
| X | 143 | CARPEN, Carex pensylvanica, Plug, 50/flat | 134 | EA | \$6.50 | \$871.00 |
| X | 144 | SCHSCO, Schizachyrium scoparium, Plug, 50/flat | 152 | EA | \$6.50 | \$988.00 |
| X | 145 | SPOHET, Sporobolus heterolepis, Plug, 50/flat | 477 | EA | \$6.50 | \$3,100.50 |
| X | 146 | ALLCER, Allium cernuum, Plug, 38/flat | 311 | EA | \$6.50 | \$2,021.50 |
| X | 147 | AMOCAN, Amorpha canescens, Plug, 32/flat | 11 | EA | \$6.50 | \$71.50 |
| X | 148 | ANECAN, Anemone canadensis, Plug, 38/flat | 85 | EA | \$6.50 | \$552.50 |
| X | 149 | ASCTUB, Asclepias tuberosa, Plug, 32/flat | 231 | EA | \$6.50 | \$1,501.50 |
| X | 150 | BAPBRA, Baptisia bracteata var. leucophaea, Plug, 32/flat | 62 | EA | \$6.50 | \$403.00 |
| X | 151 | CORLAN, Coreopsis lanceolata, Plug, 32/flat | 210 | EA | \$6.50 | \$1,365.00 |
| X | 152 | DALPUR, Dalea purpurea, Plug, 32/flat | 191 | EA | \$6.50 | \$1,241.50 |
| X | 153 | ECHPAL, Echinacea pallida, Plug, 50/flat | 157 | EA | \$6.50 | \$1,020.50 |
| X | 154 | GERMAC, Geranium maculatum, Plug, 32/flat | 210 | EA | \$6.50 | \$1,365.00 |
| X | 155 | IRIVER, Iris versicolor, Plug, 32/flat | 162 | EA | \$6.50 | \$1,053.00 |
| X | 156 | LIAASP, Liatris aspera, Plug, 32/flat | 198 | EA | \$6.50 | \$1,287.00 |

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
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| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-----------------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 157 | MERVIR, Mertensia virginica, Plug, 32/flat | 28 | EA | \$6.50 | \$182.00 |
| X | 158 | MONBRA, Monarda bradburiana, Plug, 32/flat | 219 | EA | \$6.50 | \$1,423.50 |
| X | 159 | PENHIR, Penstemon hirsutus, Plug, 32/flat | 220 | EA | \$6.50 | \$1,430.00 |
| X | 160 | RUDFUL, Rudbeckia fulgida var. sullivantii, Plug, 32/flat | 182 | EA | \$6.50 | \$1,183.00 |
| X | 161 | SOLFLE, Solidago flexicaulis, Plug, 38/flat | 99 | EA | \$6.50 | \$643.50 |
| X | 162 | SYMOBL, Symphyotrichum oblongifolium, Plug, 32/flat | 156 | EA | \$6.50 | \$1,014.00 |
| X | 163 | ZIZAPT, Zizia aptera, Plug, 32/flat | 134 | EA | \$6.50 | \$871.00 |
| Total | | | | | | \$252,182.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Irrigation This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|--------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 164 | Temporary Watering | 1 | LS | \$90,000.00 | \$90,000.00 |
| Total | | | | | | \$90,000.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Utilities This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

EVALUATION TABULATION
 ITB - PLA No. Bid #2026-35
 Sunnyside Park Sustainability Initiative

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------------------------------------------------------|----------|-----------------|------------------------|-------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 165 | Water service lines - 3/4" | 160 | LF | \$105.00 | \$16,800.00 |
| X | 166 | Water Service Connection to Water Main | 1 | EA | \$1,750.00 | \$1,750.00 |
| X | 167 | B-Box | 2 | EA | \$850.00 | \$1,700.00 |
| X | 168 | Pressure Reduction and Dewatering Valve, and Vault Assembly | 2 | EA | \$17,500.00 | \$35,000.00 |
| X | 169 | Runnel Drain Assembly | 1 | EA | \$2,000.00 | \$2,000.00 |
| X | 170 | HDPE Storm sewer lines - 8" | 340 | LF | \$55.00 | \$18,700.00 |
| X | 171 | HDPE Storm sewer lines - 4" | 50 | LF | \$75.00 | \$3,750.00 |
| X | 172 | Metal Flared End Section (FES) - 8" | 7 | EA | \$1,750.00 | \$12,250.00 |
| X | 173 | Precast Concrete Flared End Section (FES) - 12" | 1 | EA | \$3,750.00 | \$3,750.00 |
| X | 174 | Clean-out Assembly 6" PVC | 2 | EA | \$1,500.00 | \$3,000.00 |
| X | 175 | HDPE Tee Fitting - 8" x 8" x 6" | 1 | EA | \$1,200.00 | \$1,200.00 |
| X | 176 | HDPE Reducer Fitting - 8" x 6" | 1 | EA | \$1,000.00 | \$1,000.00 |
| X | 177 | HDPE 45° Elbow Fitting - 4" X 4" | 3 | EA | \$350.00 | \$1,050.00 |
| X | 178 | HDPE 90° Elbow Fitting - 6" X 6" | 1 | EA | \$1,000.00 | \$1,000.00 |
| X | 179 | HDPE Perforated Underdrain - 6" | 180 | LF | \$37.00 | \$6,660.00 |
| X | 180 | Manholes to be adjusted | 6 | EA | \$2,000.00 | \$12,000.00 |

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|-------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| Total | | | | | | \$121,610.00 |

BID #2026-35 - SUNNYSIDE PARK SUSTAINABILITY INITIATIVE

Contingency - 12% of the total of all Bid Line Items in all tables. 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. This solicitation is a single-award for the entire scope of work. You must bid on all items to be considered responsive.

| Bid #2026-35 - Sunnyside Park Sustainability Initiative | | | | | Baxter & Woodman, Inc. | |
|---------------------------------------------------------|-----------|---------------------------------------------------------------------|----------|-----------------|------------------------|--------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 181 | Contingency - 12% of the total of all Bid Line Items in all tables. | 1 | LS | \$807,010.38 | \$807,010.38 |
| Total | | | | | | \$807,010.38 |

Resolution 2026-11

Reaffirming the Financial Commitment for the Sunnyside Park Sustainability Initiative

WHEREAS, the Bloomington and Normal Water Reclamation District (the "BNWRD") is a unit of local government established under the Sanitary Act of 1917 (70 I LCS 2405, I, et seq.); and

WHEREAS, the Board of Trustees of the BNWRD (the Board") approved the Sunnyside Park Sustainability Initiative (the Park) on May 20, 2024; and

WHEREAS, the Park will serve as a recreational area for the neighborhood, provide stormwater retention, and a buffer to the BNWRD; and

WHEREAS, the Park is available for use by the neighboring community and serves to educate children in the BNWRD's strategic mission to protect public health and the environment; and

WHEREAS, the Illinois Department of Natural Resources Open Space Land Acquisition and Development ("OSLAD") Grant awarded a \$600,000 grant to complete the Park's construction; and

WHEREAS, the OSLAD grant requires matching funds; and

WHEREAS, the BNWRD is not eligible to apply for OSLAD grants; and

WHEREAS, the City of Bloomington, an Illinois municipal corporation, is an eligible applicant and has agreed to apply for the OSLAD grant; and

WHEREAS, the BNWRD believes it is in the best interests of the BNWRD and its constituents to provide matching funds to the OSLAD grant, to assist in development of the Park; and

WHEREAS, the BNWRD collaborated with the City of Bloomington, Indigo Ecological, and Bloomington Public Housing to develop a comprehensive approach to designing, developing, and managing sustainable and resilient landscapes and outdoor environments.

WHEREAS, The City of Bloomington Parks & Recreation Department initiated the bidding process.

WHEREAS, only one bid that met the bidding requirements was from Baxter & Woodman Natural Resources and was received in the amount of \$7,532,096.92.

WHEREAS, the BNWRD seeks to have construction of the Park completed within three (3) years.

WHEREAS, the City Council of Bloomington will proceed to approve the bid during its meeting on May 25, 2026.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT:

Section1: The preambles set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

Section 2: The Park will have two phases with Phase I using the OSLAD grant.

Section 3: The BNWRD reaffirms the financial support to supply the rest of the necessary funds as part of its plan to upgrade the West Wastewater Treatment Plant provided the Park is completed within three (3) years.

Resolved this 18th day of May 2026.



Jeffrey K. Feid, President
Board of Trustees

ATTEST:


Joan Brehm
Clerk

CERTIFICATION

I, Dr. Joan Brehm, the duly elected, qualified and District Clerk of the Board of Trustees of Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original RESOLUTION Reaffirming the Financial Commitment for the Sunnyside Park Sustainability Initiative, No. 2026-11, passed by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the 18th day of May, 2026, the vote on the passage of the Resolution having been taken by Ayes and Nays and all of the Trustees having voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

The pamphlet form of this Resolution, including the Resolution and cover sheet thereof, was prepared, and a copy of the Resolution will be posted in the District Administrative building, commencing on May 19, 2026, and continuing for at least ten (10) days thereafter. Copies of the Resolution will also be available for public inspection upon request in the District's Administrative building.

Witness my hand and seal of Bloomington and Normal Water Reclamation District this 18th day of May 2026.



Dr. Joan Brehm
District Clerk,
Board of Trustees
Bloomington and Normal Water
Reclamation District



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department Of Natural Resources
AND
CITY OF BLOOMINGTON**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Bloomington (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

| | |
|----------------------|-------------------------------------------------------------------------|
| Article I | Definitions |
| Article II | Award Information |
| Article III | Grantee Certifications and Representations |
| Article IV | Payment Requirements |
| Article V | Scope of Award Activities/Purpose of Award |
| Article VI | Budget |
| Article VII | Allowable Costs |
| Article VIII | Lobbying |
| Article IX | Maintenance and Accessibility of Records; Monitoring |
| Article X | Financial Reporting Requirements |
| Article XI | Performance Reporting Requirements |
| Article XII | Audit Requirements |
| Article XIII | Termination; Suspension; Non-compliance |
| Article XIV | Subcontracts/Subawards |
| Article XV | Notice of Change |
| Article XVI | Structural Reorganization and Reconstitution of Board Membership |
| Article XVII | Conflict of Interest |
| Article XVIII | Equipment or Property |
| Article XIX | Promotional Materials; Prior Notification |
| Article XX | Insurance |
| Article XXI | Lawsuits and Indemnification |
| Article XXII | Miscellaneous |
| Exhibit A | Project Description |
| Exhibit B | Deliverables or Milestones |
| Exhibit C | Contact Information |
| Exhibit D | Performance Measures and Standards |
| Exhibit E | Specific Conditions |

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF NATURAL RESOURCES

By: Natalie Finnie

Signature of Natalie Finnie, Director

By: _____

Signature of Designee

Date: 3/18/25

Printed Name: _____

Printed Title: _____

Designee

CITY OF BLOOMINGTON

By: _____

Signature of Authorized Representative

Date: 3-13-25

Printed Name: JEFFREY R. JURGENS

Printed Title: CITY MANAGER

E-mail: JURGENS@CITYBLM.ILGO

By: Ellen S. King

Signature of Second Grantor Approver, if applicable

Date: 3/12/25

Printed Name: Ellen S. King

Printed Title: CFO

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(Optional at Grantee's discretion)

By: Renee Snow

Signature of Third Grantor Approver, if applicable

Date: 3/10/2025

Printed Name: Renee Snow

Printed Title: CFO

Third Grantor Approver

APPROVED FOR LEGAL SUFFICIENCY

Date: 3/10/2025

Legal Counsel: Brian Naurett

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State Agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State Agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State Agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on Upon Execution and expires on 03/31/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **must not exceed** \$600,000.00, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is **422-11-0970** and the CSFA Name is OSLAD - Open Space Land Acquisition and Development (FY25). If applicable, the State Award Identification Number (SAIN) is OS-25-2578.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and KYUDEBKLLFW5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 37-6001563 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director, or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities

Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time-period, the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time-period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services

provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is

necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time

spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements with independent contractors**, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) **If third party in-kind (non-cash) contributions are used for Award purposes**, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be

separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents, and information relevant to the Award. Grantor may make site visits as

warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and, in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory, and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and

7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products

under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-

governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Sunnyside Park Sustainability Initiative

1700-1898 Illinois Street
Bloomington, IL 61701

Sunnyside Park Sustainability Initiative will move and expand the existing Sunnyside Park to cover two adjacent parcels that together total 12 acres and that can serve as a regional destination and a place for active and passive recreation, while educating the public on the water cycle and implementing and promoting nature-based solutions. The park will include interpretive features, boardwalks, an outdoor classroom, an amphitheater, an outdoor gym, a recirculating interactive water feature, paved ADA-accessible trails, benches, a drinking fountain and water bottle filling station, bike racks, naturalized dry detention basins, bioswales, restored savanna-prairie native plant communities, and a parking area that utilizes permeable pavers and includes one ADA parking stall. A bus stop and drop-off, and a bus and emergency/service vehicle turnaround are also planned to connect at the west end of Illinois Street. The proposed scope elements represented on the site development plan include the following:

- 1.) Earthwork
 - A. Mass grading for trails and stormwater features.
- 2.) Hardscape
 - A. A network of eight-foot-wide and five-foot-wide asphalt trails.
 - B. Boardwalk trail sections over drainage areas.
 - C. Permeable parking spaces including one ADA stall.
 - D. A bus turn-around and drop-off.
 - E. An outdoor classroom.
 - F. An amphitheater built into the hillside.
 - G. Accent outcropping stones for nature play and interpretive features.
- 3.) Furnishings
 - A. Benches.
 - B. Trash receptacles.
 - C. Dog waste receptacles.
 - D. A drinking fountain/dog fountain/bottle filling station.
 - E. Bike racks.
 - F. An outdoor gym.
 - G. A recirculating stream with artistic features and interactive pieces for manipulating water flow.
 - H. Four major interpretive features around the circular central path.
 - I. Minor interpretive signs/features along trails.
- 4.) Landscape
 - A. At least 6 acres of restored savanna-prairie ecosystem.
 - B. At least 250 trees.
 - C. Open lawn areas for active recreation, astronomy viewing, and picnicking.
 - D. Solar lighting along trails and around parking for site safety.

The quantity and character of the program elements will be refined during the design stage.

Design phase to include:

1. Design Development
2. Construction Documents

Construction phase to include:

1. Bidding
2. Construction administration and observation
3. Construction

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (100% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project reimbursement requests shall be submitted at project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

GRANTEE CONTACT

Name: Josh LeMasters

Name: David Lamb

Title: Conservation Grant Administrator

Title: Assistant Director

Address: 1 Natural Resources Way, Springfield, IL 62702

Address: 109 E. Olive St. P.O. Box 3157, Bloomington, IL 61702

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

| <u>GRANTOR CONTACT</u> | <u>GRANTEE CONTACT</u> |
|---------------------------------------------------------|----------------------------------------------------------------|
| Name: Josh LeMasters | Name: David Lamb |
| Title: Conservation Grant Administrator | Title: Assistant Director |
| Address: 1 Natural Resources Way, Springfield, IL 62702 | Address: 109 E. Olive St. P.O. Box 3157, Bloomington, IL 61702 |
| Phone: (217) 557-1238 | Phone: (309) 434-2260 |
| TTY#: | TTY#: |
| E-mail Address: joshua.t.lemasters@illinois.gov | E-mail Address: dlamb@cityblm.org |

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the public by accomplishing the following items:

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.

Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

| Reporting Period | PPR and PFR Due Date |
|-------------------------|----------------------|
| January 1 – March 31 | April 15 |
| April 1 – June 30 | July 15 |
| July 1 – September 30 | October 15 |
| October 1 – December 31 | January 15 |

Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03-Financial and Programmatic Reporting
Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe: One year.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

**ARTICLE XXIV
LABOR ACTs**

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

24.2. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

**ARTICLE XXV
ADDITIONAL BUDGET PROVISIONS**

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars (\$1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over \$1,000 must be requested in advance and be approved by the Grantor.

ARTICLE XXVI

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

ARTICLE XXVII

ADDITIONAL MODIFICATION PROVISIONS

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

**ARTICLE XXVIII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

**ARTICLE XXIX
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

**ARTICLE XXX
ADDITIONAL MISCELLANEOUS PROVISIONS**

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation,

Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXII
INCORPORATION**

32.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, are hereby incorporated into this Agreement and therefore are a part of this Agreement.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXIII
REPORT DELIVERABLE SCHEDULE**

33.1. Periodic Reports. The Grantee is required to submit the following periodic reports based on the Reporting Period and Due Dates listed below.

- (a) Periodic Performance Report (PPR) – describes the progress of the activities/implementation of the project
- (b) Periodic Financial Report (PFR) – documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget.

| <u>Reporting Period</u> | <u>PPR and PFR Due Date</u> |
|-------------------------|-----------------------------|
| January 1 – March 31 | April 15 |
| April 1 – June 30 | July 15 |
| July 1 – September 30 | October 15 |
| October 1 – December 31 | January 15 |

33.2. Final Project Report. The Grantee shall submit a written Final Project Report to the Grantor no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Grantor.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of Grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor

33.3. Failure to provide the Final Project Report. May render the Grantee ineligible to receive payments under the current award or make them ineligible for future awards.

**ARTICLE XXXIV
EQUIPMENT REPORTS**

34.1. Equipment reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7)

**ARTICLE XXXV
REIMBURSEMENT OF COSTS INCURRED**

35.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant Term as identified in this Agreement. Costs incurred prior to the effective date identified in the Term of this Agreement, and costs incurred after the expiration date for the Term of this Agreement are not eligible for reimbursement.

**ARTICLE XXXVI
OSLAD SPECIFIC FINANCIAL INFORMATION**

36.1. Advance Payment/Reimbursement. An advance payment of 50% of the grant award may be paid to the Grantee. The Grantee may opt out of the advance payment at the time of the award of the grant. Reimbursement of costs shall be handled in accordance with the following:

(a) Grantee Receives Advance Payment. If the Grantee chooses to receive the advance payment it will be paid to the Grantee at the time the Grantor awards the grant. The remaining 50% of the grant award shall be distributed to the Grantee on a reimbursement basis. The Grantee must provide to the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor to document the expenditure of the advanced funds, including interest. No reimbursement of the remaining 50% of the grant award will occur until documentation of all advanced funds, including interest, is approved by the Grantor. Once the Grantor approves the expenditure of the advanced funds, including interest, the 50% balance of the grant funds will be paid out on a reimbursement basis.

(b) Grantee Opts Out of Advance Payment. The Grantee may opt out of receiving the advance payment at the time of the award of the grant. The Grantee must provide to the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor for reimbursement of all costs incurred.

(c) Grant Extension. The Grantor shall consider the Grantee's request for an extension to the grant if:

(i) The advanced payment is expended or legally obligated within the 2 years required by Section 5 of the Illinois Grant Funds Recovery Act, or;

(ii) No advance payment was made.

36.2. Interest-bearing Account. The Grantee is required to deposit the 50% advance payment in a separate interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.

36.3. Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Open Space Lands Acquisition and Development Grant Program as so specified in 17 Illinois Administrative Code Part 3025.

36.4. Payment. Any payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to Grantor of a certified reimbursement request listing all funds expended and including any other documentation required by Grantor following all instructions provided in the Implementation and Billing

Packet.

36.5. Project Reimbursement requests. Project reimbursement requests are to be submitted to the Grantor quarterly. Forms and instructions presented in the Implementation and Billing Requirements must be used.

36.6. Final Reimbursement request. A project shall be deemed completed for grant payment when the Grantee submits a final certified project billing form seeking final grant reimbursement which is approved for payment by the Grantor. Failure by the Grantee to submit required reimbursement request forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the Grantor from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee will be reprogrammed at the discretion of Grantor.

36.7. Record Maintenance. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to the Grantor and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

36.8. Audit. Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to the Grantor, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

36.9. Disallowed Costs. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by the Grantor or its representative, the Grantee shall be responsible for repayment of such costs.

**ARTICLE XXXVII
OSLAD SPECIFIC TERMS**

37.1. The purpose of Agreement. To enable the Grantor to provide financial assistance to the Grantee to acquire or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

37.2. Project Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.

37.3. Project Progress. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the Grantor per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Grantor under this Agreement.

37.4. Environmental and Cultural Resource Compliance. Approved grant project construction shall not

commence and no payment shall be made under this grant until the Grantee, as set forth under the Grantor’s Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Grantor as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

37.5. Labor Residency. Fifty percent (50%) of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

37.6. Public Access. Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex, age, or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

37.7. Land Acquisition. Projects receiving funding for land acquisition from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.8. Program Compliance/Maintenance Requirements – Project Development. Projects receiving funding for development from the OSLAD program shall be bound by the terms of this Agreement for the time period specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70).

| <u>Total Grant Award</u> | <u>Time Period After Final Billing</u> |
|--------------------------------------------|----------------------------------------|
| \$1 to \$50,000 | 6 years |
| For every \$25,000 increment over \$50,000 | Add 1 year |

37.9. Program Compliance/Maintenance Requirements – Acquisition Projects. Land acquired with funding assistance from the Illinois Bicycle Path Grant Program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.10. Conversion. Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Grantor approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality, and location (17 Ill. Adm. Code 3025.70).

37.11. Appraisal. For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to the Grantor for review and certification to establish the property’s market value. The appraisal must be completed to the Grantor specifications (17 Ill. Adm. Code 3025.70).

37.12. Property Title/Deed. For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for the period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by the Grantor. The Grantor will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits the Grantee from entering into such a long-term agreement, or other circumstances beyond the control of the Grantee prohibit such arrangements.

37.13. Procurement. The Grantee must adhere to applicable state and local procurement requirements and make available to the Grantor all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating dates of same, must also be presented, upon request, to the Grantor for review prior to publication.

37.14. Operation and Maintenance. The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

(a) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to the Grantor and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

(b) the Grantor shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

(c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to the Grantor, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.15. Project Deviations. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from the Grantor. Specific actions regarded as significant deviations include, but are not limited to:

a) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

b) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site -to anything other than public outdoor recreation use, unless approved in this Agreement or by the Grantor. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

c) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by the Grantor. (All future utility lines servicing the project site, except as noted, must be buried.)

37.16. Permits, Licenses, Consent. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

37.17. Assignment. No assignment of grant provisions or duties is allowed.

37.18. Accessibility - Americans with Disabilities Act. All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois

Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

37.19. Business Enterprise Program. If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

37.20. Access. It is agreed and understood by the Grantee that the Grantor representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that the Grantor reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

37.21. Incorporation. The OSLAD Grant Manual, the Grant Application, Grant Budget, and Implementation and Billing Packet is hereby incorporated herein by reference and made a material and binding part of this Agreement.

**ARTICLE XXXVIII
ACKNOWLEDGEMENT OF FUNDING SOURCE**

38.1. Program Acknowledgement. Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by the Grantor or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

38.2. Funding Source/IDNR Recognition. The Grantee shall give proper credit to the appropriate Fund and coordinate with the Grantor on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the Grantee, which refers to the project.



Consent Agenda Item No. 7.O.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with IMEG Consultants Corp., for Various Geotechnical and Field Testing Services, in the Amount of \$75,000, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into an agreement with IMEG Consultants Corp. ("IMEG") for various geotechnical and field-testing services. These services include soil boring, pavement cores, density testing, concrete and asphalt testing, and similar services. Engineering frequently needs these services for various projects.

These services are necessary to provide supporting documentation that materials such as concrete, asphalt, aggregates, etc., that are incorporated into construction, meet the specifications laid out in the special provisions of the contract. Further, the need to choose a firm with sufficient accredited and available staff nearby is crucial. The firm will need to be available onsite throughout a project as needed, which could be daily, at critical construction phases. If accredited testers are not available, this can lead to costly delays. IMEG has a regional office in Peoria, Illinois.

It is also crucial that the testing being performed is compliant with state and national standards. All IMEG field-testing staff have the desired certification. This larger pool of accredited testers helps provide flexibility to meet the City's testing needs on a daily basis. Staff believes it is in the City's best interest to utilize IMEG as they can meet the need to be available on an as-needed basis through the various projects and have all field staff have the required certification. The firm's prior work on City projects has always been accurate and timely. The Standard Fee Schedule from IMEG includes the needed services for our projects.

Through Request for Qualifications ("RFQ") 2025-32, the City Council approved a list of pre-qualified vendors for Architectural, Engineering, and Professional Services. RFQ 2025-32 established 13 categories of professional services and identified qualified vendors to provide services in each category by project cost. There are no selected firms under the Geotech and Field Testing Services category. With no firms selected through RFQ 2025-32, staff recommend contracting with IMEG, as a limited source, to perform the field-testing services directly.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into the agreement with IMEG Consultants Corp., in the amount not to exceed \$75,000. This will be paid out of the Engineering-Other Professional & Technical Services account (10016210-70220). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 274.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Fees List
4. Limited Source Justification

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH IMEG CONSULTANTS CORP., FOR VARIOUS GEOTECHNICAL AND FIELD TESTING SERVICES, IN THE AMOUNT OF \$75,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with IMEG Consultants Corp. (“IMEG”) be approved for various geotechnical and field-testing services (Exhibit A), in the amount of \$75,000 (“Project”); and

WHEREAS, the Project consists of geotechnical and testing services for various projects, including soil boring, pavement cores, density testing, concrete and asphalt testing; and

WHEREAS, the Engineering Department frequently needs these services, as they are necessary to provide supporting documentation that materials incorporated into construction meet the specifications laid out in the special provisions of the contract; and

WHEREAS, it is crucial for the testing agency to be in close proximity and have sufficiently certified staff performing the testing procedures so that they are compliant with state and national standards; and

WHEREAS, through Request for Qualifications (“RFQ”) 2025-32, the City Council approved a list of pre-qualified vendors for Architectural, Engineering, and Professional Services. RFQ 2025-32 established 13 categories of professional services and identified qualified vendors to provide services in each category by project cost; and

WHEREAS, there are no selected firms under the Geotech and Field Testing Services category through RFQ 2025-32, and since IMEG meets all requirements, staff recommend contracting with IMEG as a limited source; 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, and the Agreement (Exhibit A) and the IMEG’s 2026 Standard Hourly Rates (Exhibit B) are approved.

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 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

IMEG CONSULTANTS CORP.

FOR

VARIOUS GEOTECHNICAL AND FIELD-TESTING SERVICES

THIS AGREEMENT, dated this ___ day of MAY , 2026, is between the City of Bloomington, IL (hereinafter "CITY") and IMEG Consultants Corp. (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 if recoverable under applicable law.

Section 8. Force Majeure. A PARTY 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 PARTY'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.

Mutual Waiver of Damages: Each PARTY hereby expressly waives against the other PARTY any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, VENDOR's total liability arising out of or related to this Agreement, for all services performed, and for all losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total limit of all applicable insurance policies carried by VENDOR at the time of loss, however payment for any damages shall be made promptly when due and shall not be delayed, reduced, or withheld during any insurer's investigation or dispute regarding coverage, liability, or the extent of damages. This limitation of liability was negotiated after the PARTIES discussed the risks and rewards associated with the services. No individual professional director, officer, or employee of VENDOR shall be individually liable for negligence

arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

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 to the extent caused by, and in proportion to, the negligence of Vendor in the performance of services under this Agreement, except for loss, damage, or expense arising from the gross negligence or willful acts or omissions 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 and shall not be limited by any part of Section 9 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 directly related to the project for which such documents were furnished, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction of such project. 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 in the same or similar location.

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, however in no event shall such expediency supersede Vendor's duty to the Standard of Care.. 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:

IMEG Consultants Corp.
Attn: John B. Fellman, P.E., S.E.
623 26th Avenue
Rock Island, IL 61201
john.b.fellman@imegcorp.com

Copy to:

IMEG Consultants Corp.
Attn: Legal Department
623 26th Ave.
Rock Island, IL 61201

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) except for Workers Compensation and Professional

Liability policies, 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: _____
Its City Manager

By: _____
Its Client Executive

ATTEST:

By: _____
Its City Clerk

By:  _____
Its Senior Engineer II

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Various Geotechnical and Field Testing. These services include soil borings, pavement cores, density testing, concrete and asphalt testing, and similar.

EXHIBIT
B
COSTS/
FEES

Fees will be based on work requested by Engineering Department using the IMEG Consultants Corporation's standard fee schedule (attached) for construction testing services (concrete, asphalt density, compaction, proof rolls, etc.). Geotechnical services (soil borings and pavement coring) will be quoted on a per job basis with a formal proposal. Total fees for FY 2027 not to exceed \$75,000.

If CITY disputes any portion of an invoice, CITY shall notify VENDOR in writing within thirty (30) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, CITY agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, VENDOR may stop or pause performance of Services and institute collection action. CITY shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures.

EXHIBIT B



2026 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

| | | | |
|------------------------------------------------------|-------|----------------------------------------------------------|-------|
| Senior Client Executive/ Senior Market Director / VP | \$260 | Senior (Crew Chief / Coordinator) 2 | \$140 |
| Client Executive / Market Director | \$245 | Senior (Crew Chief / Coordinator) 1 | \$135 |
| Project Executive | \$210 | (Crew Chief / Senior Technician / Project Coordinator) 2 | \$130 |
| Senior Project Manager 2 | \$205 | (Crew Chief / Senior Technician / Project Coordinator) 1 | \$125 |
| Senior Project Manager 1 | \$185 | Technician 4 / Graduate Surveyor 2 | \$115 |
| Engineer of Distinction | \$220 | Technician 3 / Graduate Surveyor 1 | \$110 |
| Senior Engineer 3 | \$200 | Technician 2 | \$95 |
| Senior Engineer 2 | \$185 | Technician 1 | \$85 |
| Senior Engineer 1 | \$170 | Designer of Distinction | \$180 |
| Project Engineer 2 | \$160 | Senior Designer 3 | \$165 |
| Project Engineer 1 | \$145 | Senior Designer 2 | \$155 |
| Landscape Architect of Distinction | \$210 | Senior Designer 1 | \$145 |
| Senior Landscape Architect 3 | \$195 | Project Designer 2 | \$135 |
| Senior Landscape Architect 2 | \$175 | Project Designer 1 | \$130 |
| Senior Landscape Architect 1 | \$165 | Designer 2 | \$120 |
| Project Landscape Architect 2 | \$155 | Designer 1 | \$110 |
| Project Landscape Architect 1 | \$145 | Design Technician 2 | \$100 |
| Planner of Distinction | \$210 | Design Technician 1 / Intern | \$90 |
| Senior Planner 3 | \$195 | Senior Construction Administrator | \$150 |
| Senior Planner 2 | \$175 | Construction Administrator | \$140 |
| Senior Planner 1 | \$165 | Senior Environmental Specialist 3 | \$180 |
| Project Planner 2 | \$155 | Senior Environmental Specialist 2 | \$165 |
| Project Planner 1 | \$145 | Senior Environmental Specialist 1 | \$150 |
| Planner 2 | \$115 | Senior Engagement Specialist 1 | \$145 |
| Planner 1 | \$105 | Environmental Specialist 1 | \$140 |
| Planner Technician 2 | \$95 | Environmental Technician 1 | \$125 |
| Planner Technician 1 | \$85 | GIS System Architect | \$135 |
| Graduate (Designer / Planner) 2 | \$130 | GIS Analyst | \$130 |
| Graduate (Designer / Planner) 1 | \$120 | Graduate (GIS Analyst) 2 | \$125 |
| Surveyor of Distinction | \$200 | Graduate (GIS Analyst) 1 | \$115 |
| Senior Land Surveyor 3 | \$170 | Senior Administrative Assistant | \$95 |
| Senior Land Surveyor 2 | \$155 | Administrative Assistant | \$85 |
| Senior Land Surveyor 1 | \$145 | | |
| Project Surveyor 2 | \$135 | | |
| Project Surveyor 1 | \$130 | | |
| Senior Crew Chief 3 | \$150 | | |

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



2026 STANDARD LABORATORY TESTING FEES - CIVIL

AGGREGATE TESTING

| | | | |
|-------------------|------------|--------------------------------------|------------|
| Two-Point Proctor | \$100/test | Coarse and Fine Sieve Analysis | \$73/test |
| Standard Proctor | \$205/test | C. and F. Sieve Analysis w/#200 Wash | \$140/test |
| Modified Proctor | \$220/test | Material Fine than #200 by Washing | \$55/test |

CONCRETE AND MASONRY TESTING

| | | | |
|--------------------------------------|--------------|---------------------------------------|-------------|
| 3.75 x 3.75 Grout Prism | \$16/test | Corrugated Grout Prism Mold | \$9/each |
| 2 x 2 Mortar Cube | \$13.50/test | Special Capping for Irregular Surface | \$25/each |
| 6 x 12 Concrete Cylinder Compression | \$17.50/test | 6x12 Disposable Cylinder Molds | \$2.50/each |
| 4 x 8 Concrete Cylinder Compression | \$14/test | 4x8 Disposable Cylinder Molds | \$2/each |
| Flexural Strength of Concrete Beam | \$50/test | PCC Coring/Bit Wear | \$10/each |
| Air Meter Calibration | \$175/each | Core Preparation and Compression | \$55/each |
| Relative Humidity | \$70/test | Sawing Plane Ends | \$20/cut |

SOILS TESTING

| | | | |
|-------------------------------|------------|------------------------------|------------|
| Atterberg Limits (LL, PL) | \$150/test | Hydrometer Analysis | \$180/test |
| Unconfined Compression (Soil) | \$55/test | Hydraulic Conductivity | \$450/test |
| Remolded Strength (Soil) | \$30/test | Falling Head Permeability | \$350/test |
| Moisture, Density, and UCS | \$50/test | Organics by Loss on Ignition | \$100/test |
| Bulk Density | \$85/test | Soil Specific Gravity | \$130/test |
| CBR-IBR | \$410/test | Soil pH | \$100/test |

EQUIPMENT

| | | | |
|---------------------------------|-----------|---------------------------------|------------|
| Nuclear Density Gauge (1/2 Day) | \$50 | Nuclear Density Gauge (1 Day) | \$100 |
| Floor Flatness Meter | \$160/day | Mileage (per current IRS rate)* | \$0.725 mi |
| Concrete Core Drill & Generator | \$150/day | | |

Note (*): Vehicle mileage billed portal to portal at current IRS rate.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

| | | |
|------------------------------------------------|------------------|------------------|
| Vendor Name & # IMEG Consultants Corp. 6374 | Amount: \$75,000 | Date: 04/14/2026 |
|------------------------------------------------|------------------|------------------|

Description of item/services:
Various Geotechnical and Field Testing - these services include soil borings, pavement cores, density testing, concrete and asphalt testing, and similar.

Justification: The Engineering department frequently needs geotechnical and testing services associated with various projects. These services include soil borings, pavement cores, density testing, concrete and asphalt testing, and similar.

Through Request for Qualifications (RFQ) 2025-32 (Resolution 2025-082), the City Council approved a list of prequalified vendors for Architectural, Engineering, and Professional Services. RFQ 2025-32 established 13 categories of professional services and identified qualified vendors to provide services in each category by project cost. There are no selected firms under the Geotech and Field Testing Services category.

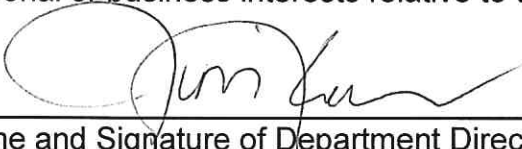
With no firms selected through RFQ 2025-32, Staff recommends contracting with a field-testing firm that can perform the field testing services directly. These services are necessary to provide supporting documentation that materials such as concrete, asphalts, aggregates, etc... incorporated into construction meet the specifications laid out in the special provisions of the contract.

Further, the need to choose a firm with sufficient accredited and available staff in close proximity is crucial, as this firm will need to be available on-site through the project as needed, which could be on a daily basis, at critical construction phases. If accredited testers are not available, this can lead to costly delays. IMEG Consultants Corp. (IMEG) has a regional office in Peoria, Illinois. It is also crucial that the testing being performed is compliant with state and national standards. All IMEG field testing staff have the desired certification. This larger pool of accredited testers helps provide flexibility to meet our testing needs on a daily basis.

Staff believes it is in the City's best interest to utilize IMEG as they can meet the need to be available on an as-needed basis through the various projects and have all field staff have the required certification. The firm's prior work on City projects has always been accurate and timely. The Standard Fee Schedule from IMEG includes the needed services for our projects.

Upon approval, staff will prepare a FY 2027 Purchase Order to secure the needed services. A new Purchase Order for FY 2028 will be created next fiscal year.

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



4/14/26

(Name and Signature of Department Director or Designee)

Date

SECTION C -TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

April 15, 2026

Name and Signature of Purchasing Agent or Designee

Date



Consent Agenda Item No. 7.P.

For City Council: May 26, 2026

Ward Impacted: Ward 1
Ward 4

Subject: Consideration and Action on a Resolution Approving an Agreement with Thouvenot, Wade and Moerchen, Inc., for Construction Engineering Services Related to the Locust Street Combined Sewer Separation and Watermain Replacement Phase 8, in an Amount Not to Exceed \$178,500, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into an agreement with Thouvenot, Wade and Moerchen, Inc. ("TWM"), for construction engineering services for the Locust Colton Combined Sewer Separation and Watermain Replacement Phase 8 project. This phase of the project will include building new sanitary sewer and storm sewer to separate the storm and sanitary flows and installing new watermain to replace the old mains, which are reaching the end of their useful life. The pavement above utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter. A map showing the limits of construction for the project is attached. The Locust Colton project has been a priority for the City for many years and will continue the City's initiative to eliminate the combined sewer overflow near Locust Street and Colton Avenue, as is required in the City's permit with the Illinois Environmental Protection Agency.

As part of the proposed agreement, TWM will provide a resident technician and a certified staff member who will oversee construction quality, adherence to Illinois Department of Transportation ("IDOT") standards, and contract compliance. Key responsibilities include acting as the City's Liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining Construction and Materials Management System records, preparing project documentation, and coordinating schedules, inspections, and utility relocations. The consultant will also enforce traffic control and stormwater compliance, perform quality assurance field and material testing, and finalize project completion through inspections, punch lists, and as-built documentation delivery. Additional details on the scope and fee can be found in the attached documents.

Through Request for Qualifications ("RFQ") #2025-32 (Resolution #2025-082), the City Council approved a list of pre-qualified vendors for Architectural and Engineering Services.

RFQ #2025-32 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the Utility Infrastructure Engineering category, which is the key service for the project as described above, and determined TWM to be the most qualified firm to do the work that best meets the City's needs. Based on TWM's selection under RFQ #2025-32 and their experience in the field of Utility Infrastructure engineering, TWM was asked to submit a proposal for the scope and fees associated with the construction engineering services needed for the Locust Colton project. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. Staff finds it to be in the best interests of the City to utilize TWM and approve an agreement for their professional engineering services.

A general rule of thumb for the cost of construction services is 10-12% of the construction costs, while, historically, staff have used 10% for budgetary purposes. The amount depends upon the project's size, complexity, and scope. The proposed agreement is 2.3% of construction costs (\$7,901,316). Staff worked with TWM to develop the scope of services to include the necessary resources to ensure the consultant can respond to any construction schedule presented by the contractor and is able to complete as-built plans and finalize all documentation needed to close out the contract with IDOT. City staff looked for cost savings in the scope, such as relieving inspection services during the winter months when construction will be at a lull. Any unused funds will be returned to the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into the agreement with Thouvenot, Wade and Moerchen, Inc., in an amount not to exceed \$178,500. A total of \$89,250 will be paid from the ENG-Sanitary Sewer Fund-Architectural & Engineering Services for Capital account (51101101-70051), and \$89,250 will be paid from the ENG-Storm Water Fund-Architectural & Engineering Services for Capital account (53103101-70051). A total of \$561,000 is included in the FY 2027 Budget for this service, split 50/50 or \$280,500 each between ENG-Sanitary Sewer Fund and ENG-Storm Water Fund. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 108, 118, 170, 171, 261, 264, 265, 273, 276, and 277.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Project Map

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH THOUVENOT, WADE AND MOERCHEN, INC., FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE LOCUST STREET COMBINED SEWER SEPARATION AND WATERMAIN REPLACEMENT PHASE 8, IN AN AMOUNT NOT TO EXCEED \$178,500

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement (Exhibit A) with Thouvenot, Wade and Moerchen, Inc., be approved for construction engineering services related to the Locust Street Combined Sewer Overflow and Watermain Replacement Phase 8 project (as depicted in Exhibit B), in an amount not to exceed \$178,500 (“Project”); and

WHEREAS, the Project consists of work necessary to continue the multi-phased approach to eliminating combined sewer overflow #015, which is required to be completely separated by April 2030; and

WHEREAS, the Project includes Construction Engineering Services by providing a Resident Technician and a certified staff to oversee construction quality, adherence to Illinois Department of Transportation (“IDOT”) standards, and contract compliance; and

WHEREAS, the Project also includes acting as the City’s liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining records, preparing project documentation, and coordinating schedules, inspections, and utility relocations; and

WHEREAS, the Project also includes enforcing traffic control and stormwater compliance, performing quality assurance testing, and finalizing project completion through inspections, punch lists, and as-built documentation; 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 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
TWM, Inc.

FOR
Locust/Colton Construction Inspection

THIS AGREEMENT, dated this ___ day of _____ 2026, is between the City of Bloomington, IL (hereinafter "CITY") and TWM (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 found on Exhibit A.

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. Neither party shall 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 party'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, to the extent caused by VENDOR's negligent performance except for loss, damage, or expense to the extent caused by the 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. Neither party shall be responsible for the other party's negligence or willful misconduct. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Limitation of Liability: To the fullest extent permitted by law, VENDOR's liability to CITY, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes, shall not exceed \$50, 000 in total aggregate to all parties named. This limitation applies regardless of cause of action or legal theory, pled or asserted and to all the different theories of recovery. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by VENDOR's gross negligence or its willful misconduct.

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. City shall hold VENDOR harmless from and against claims, damages or expenses to the extent caused by reuse on another project or modification of VENDOR's instruments of service without VENDOR's written authorization.

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 in the same geographical location. VENDOR is entitled to rely on information supplied by CITY, owner, contractor, or designer.

Section 13. Time for Performance. With regard to all dates and time periods set forth or referred to in this Agreement or if no time period is set forth, VENDOR shall work diligently in accordance with the professional standard of care.

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 the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR shall exercise its professional skill and care consistent with the standard of care to provide its services in compliance with applicable laws regulations, codes and ordinances.

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

Thouvenot, Wade and Moerchen, Inc
Attn: Mark Lee
8911 N Prairie Pointe
Peoria, IL 61615
mlee@twm-inc.com

IF TO CITY

City of Bloomington
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
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 B and incorporated herein. VENDOR is exempt from naming CITY as additional insured under Worker’s Compensation and Professional Liability policies.

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. Omitted

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: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____



Scope of Services – Basic Services

Engineer's services under this Agreement are generally identified as follows: ("Services").

Transportation Scope - Basic Services

Services Include:

- Construction Administration (CA) includes:
 - Act as Owner's representative in the field and coordinate with City for any material changes in contract scope and quantities.
 - Attend Preconstruction Conference and issue minutes.
 - Coordinate with City to answer Contractor Requests for Information (RFIs).
 - Review Contractor responses to RFIs and recommend change orders.
 - Prepare change orders to the contract.
 - Prepare Contractor pay applications.
 - Final audit and close out with City of Bloomington.
- Construction Inspection Services includes:
 - Provide full-time observation, inspection, and documentation of Contractor's work through an onsite Construction Inspector.
 - Document all quantities and observations in accordance with City of Bloomington rules and regulations, and in general conformance with IDOT standards.
 - Full-time observation services are expected to follow a standard schedule of 8 hours per day on weekdays. TWM acknowledges the possibility of overtime required to complete the project. Any billed time by a staff member in excess of 40 hours spent solely on this project will be at 1.5x normal billing rate.
 - Prepare daily and weekly reports.
 - Provide coordination and attend final walkthrough with City and Contractor.
 - Prepare and provide a final punch list to Contractor.
 - After Contractor notification of final completion, attend final job site observation to determine if the work is complete and acceptable.
 - Prepare pdf revisions of the contract drawings to reflect as-built conditions.
 - Coordinate onsite material testing. Material testing shall be performed by a third party, with contact information provided by the City.
 - Provide review of Contractor's layout to determine conformance to plans. Contractor shall maintain responsibility for all layout regardless of review by onsite Construction Inspector.
 - Document material testing results and paperwork in general accordance with IDOT rules and regulations. Contractor shall maintain responsibility for all materials onsite regardless of review by onsite Construction Inspector.
 - Final audit and close out with City of Bloomington.

Fees – Basic Services

Our Fee for the services described above subject to the indicated exclusions is as follows:

- | | |
|---------------------------------------|-----------------------------------------------|
| A. Construction Phase Services | Hourly Estimated at \$178,500 |
| B. Reimbursable Costs | Standard IDOT Vehicle Rate of \$90/Day |

EXHIBIT B

Locust Colton Phase 8 Project Location





Consent Agenda Item No. 7.Q.

For City Council: May 26, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with Walker Consultants, Inc., for the Police Department and Arena Parking Garage Maintenance Repairs Restoration Services (RFQ #2025-32), in the Amount of \$116,050, as requested by the Administration - Facilities Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: Ongoing maintenance and repairs to the City's parking garages are essential to ensuring these facilities remain safe, functional, and accessible for citizens and employees. Maintaining a regular schedule of repairs is critical to prolonging the life expectancy of these structures and ensuring they continue to benefit the community and the areas they serve.

In 2020, the Arena Parking Garage received improvements that included the replacement of roof-level sealants and overhead concrete repairs. In the past year, the Police Department garage required an emergency structural repair to address a failing concrete beam.

Based on structural assessments conducted by Walker Consultants, Inc. ("WALKER") for the Police Department Parking Structure (July 2025) and Bloomington Arena Parking Structure (Fall 2025), approximately \$1,100,000 has been included in the FY 2027 Budget to complete additional necessary repairs across the City's parking structures. The anticipated scope of work includes the replacement of joint sealants on various levels, installation of a traffic-bearing membrane, typical concrete repairs, and the replacement of floor drains as necessary. The project is expected to be bid for in the fall of 2026, with construction anticipated during the spring and summer of 2027.

WALKER was selected to provide structural engineering services under RFQ #2025-32: Architectural, Engineering and Professional Services Qualifications-Based Services list. Given their extensive experience preparing design and construction documents for all City garages and their familiarity with both the Arena and Police Department facilities, they are the most qualified firm to perform the required structural engineering services for this project.

Community Groups/Interested Persons Contacted: The request for bids was released on Monday, February 3, 2025, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City will enter into the Agreement with Walker Consultants, Inc., in the amount of \$116,050. This will be paid from the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051). If approved, a budget transfer will be processed to move \$116,050 from the Capital Improvement-Buildings account (40100100-72520) to the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate information related to this project in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 65, 169, 177, 178, 198, 199, 201, and 202.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH WALKER CONSULTANTS, INC.,
FOR THE POLICE DEPARTMENT AND ARENA GARAGE MAINTENANCE REPAIRS
RESTORATION SERVICES (RFQ #2025-32), IN THE AMOUNT OF \$116,050**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Walker Consultants, Inc. ("Walker"), be approved for the Police Department and Arena Garage Maintenance Repairs Restoration Services (Exhibit A), in the amount of \$116,050 ("Project"); and

WHEREAS, the Project consists of ongoing maintenance and repairs to the Police Department and Arena Parking Garage structures, which are essential to ensuring these facilities remain safe, functional, and accessible for citizens and employees; and

WHEREAS, maintaining a regular schedule of repairs is critical to prolonging the life expectancy of these structures and ensuring they continue to benefit the community and the areas they serve; and

WHEREAS, the City Council finds it in the City's best interest to approve the Agreement.

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

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

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

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
WALKER CONSULTANTS, INC.
FOR
RESTORATION SERVICES FOR POLICE DEPT. & ARENA GARAGE MAINT. REPAIRS**

THIS AGREEMENT, dated this ___ day of _____ 2026, is between the City of Bloomington, IL (hereinafter “CITY”) and Walker Consultants, 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, Proposal for Restoration Engineering Services, attached hereto and incorporated herein.

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

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

RFQ #2019-34 FY19 Multi-Year Professional A&E Services (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 on Exhibit A.

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.

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 and against liability arising out of VENDOR's negligent acts, errors, or omissions in performance of services under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

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.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 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 indemnify, and hold harmless CITY, against liabilities, including 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 negligent 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. The CITY will utilize exemptions at its sole discretion.

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:

Walker Consultants, Inc.
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169
Attn: Ryan A. Carris
rcarris@walkerconsultants.com

Copy to:

Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169
Attn: Dan Moser
dmoser@walkerconsultants.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 402
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 B 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). In the event of a non-adjudicative settlement of litigation between parties, the term "successful PARTY" shall be determined by that process.

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: _____
Its City Manager


By: Ryan A. Carris
Its Representative

ATTEST:

By: _____
Its City Clerk


By: Daniel E. Moser
Its Vice President



May 12, 2026

Josh Ftacek, FMP
Facility Manager
City of Bloomington
301 E. Jackson St.
Bloomington, IL 61701

Re: *Proposal for Restoration Engineering Services
Bloomington PD and Arena Parking Structures 2027 Repairs
Bloomington, IL*

Dear Mr. Ftacek:

Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (Walker) is pleased to submit this proposal for restoration engineering services for the City of Bloomington Police Department and Arena Parking Structure in Bloomington, Illinois.

Project Understanding

The Bloomington Police Department Parking Structure is a three-level (two supported), two-bay wide, precast parking structure that was constructed in 1998 (approximately 27 years old). It is showing signs of age-related deterioration, including structural concrete deterioration and widespread water leakage. In 2025, Walker performed a condition assessment of the parking structure's structural and waterproofing systems and recommended a repair program consisting of concrete repairs, repairs to the prestressing strands within two double tees, replacements of floor joint sealants, and recoating of traffic bearing membrane. Our July 30, 2025, report opinion of cost for the repairs was \$704,000.00, including a recommended contingency and estimated engineering fee.

The Bloomington Arena Parking Structure is a three-level (two supported levels and one on grade level), three bay wide, precast parking structure that was constructed in 2006 (approximately 20 years old). It is showing signs of age-related deterioration, including miscellaneous concrete deterioration and widespread joint sealant failures. In 2025, Walker performed a condition assessment of the parking structure's structural and waterproofing systems and recommended a repair program consisting of concrete repairs, replacements of floor joint sealants, replacement of floor drains, and limited recoating of traffic bearing membrane. Our September 12, 2025, report opinion of cost for the repairs was \$462,000.00, including a recommended contingency and estimated engineering fee.

The objectives of this proposal are to prepare construction documents for repairs outlined in Walker's condition assessment reports for the above two parking structures that can be publicly bid by the City of Bloomington, and to assist the City of Bloomington during the bidding and construction phases by providing engineering services.

We understand that construction documents for both parking structures' repair projects are to be combined into a single repair project and awarded to one repair contractor.

Scope of Services

Based on the above Project Understanding, the work will include the following:

Task 1 - Construction Documents

1. Perform a general visual review of readily accessible areas of the parking structures to document noticeable new conditions, since Walker's 2025 condition assessment, that affect the repair scope or schedule. We will notify City of Bloomington of any potential changes needed in the project.
2. Prepare construction documents (plans, repair details, and technical specifications) to implement the conceptual repairs recommended in our 2025 reports identified in the "Project Understanding" section above.
 - a. The drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets outlining the locations and extent of the repairs, section cuts, and restoration detail sheets, as required, for the repair areas.
 - b. The technical specifications will outline the qualitative and administrative requirements for the project such as material and workmanship requirements that establish the requirements for the repairs and provide tools for enforcement of quality control during the site observations.
 - c. We have assumed that the City will prepare the construction contracts, general conditions, and front-end specification and bid forms.
3. Prepare Instructions to Bidders and a set of General Conditions that include site-specific instructions and coordinate with the City special requirements with respect to minimizing disruption to operations.
4. Prepare a bid quantity table listing estimated quantities for the unit price work, as well as lump sum repair work items that the City can incorporate into their bid documents.
5. Submit a 95% completion set of Progress Documents in PDF format to the City for review and comments.
6. Incorporate the City's comments into one consolidated document (construction documents) and facilitate a virtual meeting to discuss the bid documents.
7. Issue the construction documents, including the plans and specifications in PDF format, for download by the City.

Task 2 - Bidding

1. Provide construction documents in PDF format for distribution to the contractors.
2. Assist and be present at one on-site pre-bid conference to answer questions by the contractors and review the limitations and extent of work required by the construction documents.
3. Issue a maximum of one addenda to the construction documents to address minor changes in the documents.

4. Assist in the evaluation of the bids, develop a bid tabulation sheet to summarize received bids, and produce a letter summarizing the bids.
5. Attend one virtual meeting to discuss with you our bid review and recommendations.

Task 3 - Engineering Services During Construction (16 Site Visits)

1. Provide assistance in securing necessary building permits. This task includes signing and sealing the construction documents as required, answering questions that the building department officials may have, and making minor changes to the drawings.
2. Conduct a preconstruction conference at the construction site (one site visit) to review with the contractor each work item, quality control, and phasing of the repair work to be performed.
3. Review one round of shop drawings, material submittals, and test results for general conformance with the intent of the construction documents.
4. Perform limited on-site construction observation visits (site visits) to review construction for general conformance with the design intent of the specifications and drawings and spot-check unit price quantities completed. We will produce a field report to the City after each site visit is performed documenting the work observed and any clarifications to the construction documents. We anticipate that the repairs will be performed in an eight to ten months construction period and have budgeted up to fifteen (15) site visits to observe the repairs (approx. 7 per structure).
 - a. We understand that the construction may be over a two year period.
 - b. If additional site visits are requested by City and approved, we will be glad to perform them as additional services on a time and expense/unit cost basis.
5. Coordinate with the Contractor during construction to help resolve in-situ technical or design issues that may arise related to the known repair scope of work.
6. Participate in monthly virtual progress calls.
7. Review and process a maximum of 10 contractor payment applications.
8. Perform one punch-list walkthrough during our final site visit and review/comment on the Contractor-submitted punch list.
9. Review contractor close-out documentation and submit to the City.

Limitations

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from the Client.

Americans with Disabilities Act

A review of the facility for building code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant

repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

We understand that the City would like to bid the construction in January of 2027 and begin construction in May of 2027. We are ready to proceed within two weeks of receiving authorization. We anticipate the Construction Documents can be completed within eight to ten weeks of receiving authorization. We anticipate Construction starting around May of 2027 and will likely extend into 2028.

Professional Fee

We propose to provide the above described Scope of Services for a lump sum fee plus reimbursable expenses, as shown in the table below. The contract terms shall be in accordance with the attached General Conditions of Agreement or a previously negotiated City of Bloomington – Walker Contract.

Table 1. Proposed Fees

| Phase/Task | Labor | Expenses | Total |
|---------------------------------------------|----------|------------|---------------------|
| 1. Construction Documents | \$68,000 | \$500.00 | \$68,500.00 |
| 2. Bidding | \$5,8000 | \$250.00 | \$6,050.00 |
| 3. Engineering Services During Construction | \$38,000 | \$3,500.00 | \$41,500.00 |
| Total Fee Proposed | | | \$116,050.00 |

Walker Consultants is committed to supporting the success of your project. We eagerly await your response and look forward to working together.

Sincerely,

WALKER CONSULTANTS, Inc., a Michigan corporation,
 d/b/a Walker Consultants Engineering, Inc.



Ryan A. Carris, P.E.
 Senior Restoration Consultant



Daniel E. Moser, S.E., P.E., FPTI
 Vice President/Director of Forensics, Restoration
 and Building Envelope

Enclosures: General Conditions of Agreement for Restoration



Consent Agenda Item No. 7.R.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 6, Bloomington Parcel Additions, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: The Bloomington-Normal Enterprise Zone was certified in 2017 through an intergovernmental agreement between the City of Bloomington, Town of Normal, City of Gibson City, McLean County, and Ford County. Periodically, the Zone's boundaries are modified to delete properties no longer eligible or developed, and to add new parcels that could benefit from Enterprise Zone incentives.

The 6th Amendment proposes boundary changes in the City of Bloomington. Properties are commercial development sites within municipal Corporate Limits (such as sales tax exemptions on building materials and other incentives) to support reinvestment, redevelopment, and potential new projects. The changes maintain compliance with state acreage limits.

Approximately 173.63 acres of new parcels are to be added to the Zone, specifically:

- Jumer Drive (54.387 acres) - Vacant lots in Shirk Commercial Subdivision, multiple phases, that are the remaining infill land in the College Ave., Hershey Dr., Jumer Drive area. The land is zoned for business and light manufacturing, but has not been developed in over a decade despite subdivision.
- Towanda Ave (5.62 acres) - The former post office site
- Leslie Drive (5.391 acres) - Parke Regency Hotel and Conference Center to facilitate expansion
- Six Points Road (86.404 acres) - Land east of the new City Fire Station and Heartland Hills subdivision with access to water and sewer
- South Morris Road (3.885 acres) - the site of the Wittenberg Woods apartment complex
- Tullamore Avenue (17.676 acres) - site of the former "The Links" apartment project to facilitate residential development

Community Groups/Interested Persons Contacted: A public hearing was held by the Bloomington-Normal Economic Development Council, Zone Administrator, on April 30, 2026.

Financial Impact: N/A

Attachments:

1. Ordinance, including Attachments A-C
2. EZ Amendment 6 Summary Package
3. Enterprise Zone Amendment 6 - 5.7.26 Listing

ORDINANCE NO. 2026 - _____

CITY OF BLOOMINGTON
AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN
AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
AMENDMENT 6
- BLOOMINGTON PARCEL ADDITIONS-

WHEREAS, The City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City, and the County of Ford, entered into the *Bloomington-Normal Enterprise Zone Intergovernmental Agreement* on November 9, 2015, and adopted ordinances and resolutions establishing an Enterprise Zone including incorporated portions of the City of Bloomington, the Town of Normal, and the City of Gibson City and unincorporated portions of the County of McLean and the County of Ford; and,

WHEREAS, the Bloomington-Normal Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity effective January 1, 2017; and,

WHEREAS, areas proposed to be added are directly adjacent or contiguous via defined connecting strips to the existing Bloomington Normal Enterprise Zone boundaries, as described in Exhibit A and depicted in Exhibit B ("AMENDMENT 6"), both which are attached hereto and incorporate by this reference; and,

WHEREAS, there is adequate available acreage in the Bloomington-Normal Enterprise Zone to accommodate the additional acreage; and,

WHEREAS, the Bloomington-Normal Economic Development Council held a public hearing regarding such amendments as required by law on April 30, 2026; and,

WHEREAS, this Ordinance and the related Amendment to the Bloomington-Normal Enterprise Zone Intergovernmental Agreement found in Exhibit C shall be in effect from and after their passage, approval and recording according to law.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. The City of Bloomington hereby approves and concurs with the boundary modifications of the Bloomington-Normal Enterprise Zone to include those areas as described in Exhibit A and depicted in Exhibit B, also referred to as AMENDMENT 6 to the Zone.

SECTION 2. The Mayor of the City of Bloomington, Illinois, is authorized to execute the Amendment to the Intergovernmental Agreement between the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford (the "Bloomington-Normal Enterprise Zone Intergovernmental Agreement") attached as Exhibit C.

SECTION 3. That this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION 4. That the City Clerk is authorized to publish this Ordinance in pamphlet form as required by law, and directed forward one original and two certified copies of this Ordinance to the Bloomington Normal Enterprise Zone Administrator for inclusion in the Illinois Department of Commerce and Economic Opportunity's Application to Add/Delete Territory- Option 2 for its approval and to file a certified copy of this Ordinance.

PASSED this 26th day of May 2026.

APPROVED this _____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

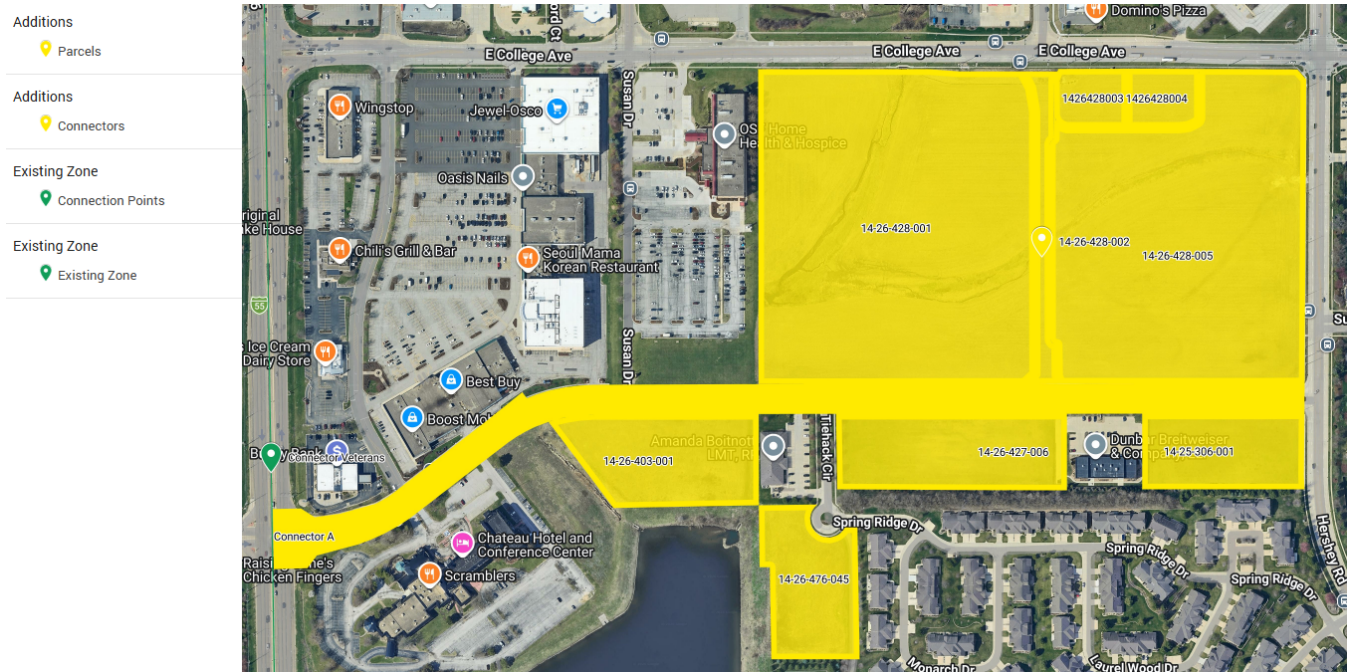
**CITY OF BLOOMINGTON
 ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN AS
 THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
 AMENDMENT 6
 - BLOOMINGTON PARCEL ADDITIONS-**

EXHIBIT "A"

The following parcels are requested to be added to the Bloomington-Normal Enterprise Zone as the 6th Amendment to the Zone boundaries since its inception in 2017:

ADDITIONS

Jumer Drive (54.387 acres)



14-25-306-001 (2.52 acres)

Description of Property

SHIRK COMMERCIAL SUB LOT 2 LYG E OF SHIRK COMMERCIAL SUB 2ND ADDN

14-26-403-001 (3.39 acres)

Description of Property

SHIRK COMMERCIAL SUB 1ST ADD LT 5

14-26-427-006 (3.6 acres)

Description of Property

SHIRK COMMERCIAL SUB LOT 2 LYG W OF SHIRK COMMERCIAL SUB 2ND ADDN

[14-26-428-001 \(17.779 acres\)](#)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN OL 9

[14-26-428-002 \(1.151 acres\)](#)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 12

[14-26-428-003 \(0.868 acres\)](#)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 10

[14-26-428-004 \(0.868 acres\)](#)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 11

[14-26-428-005 \(14.624 acres\)](#)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 8

[14-26-476-045 \(2.67 acres\)](#)

Description of Property

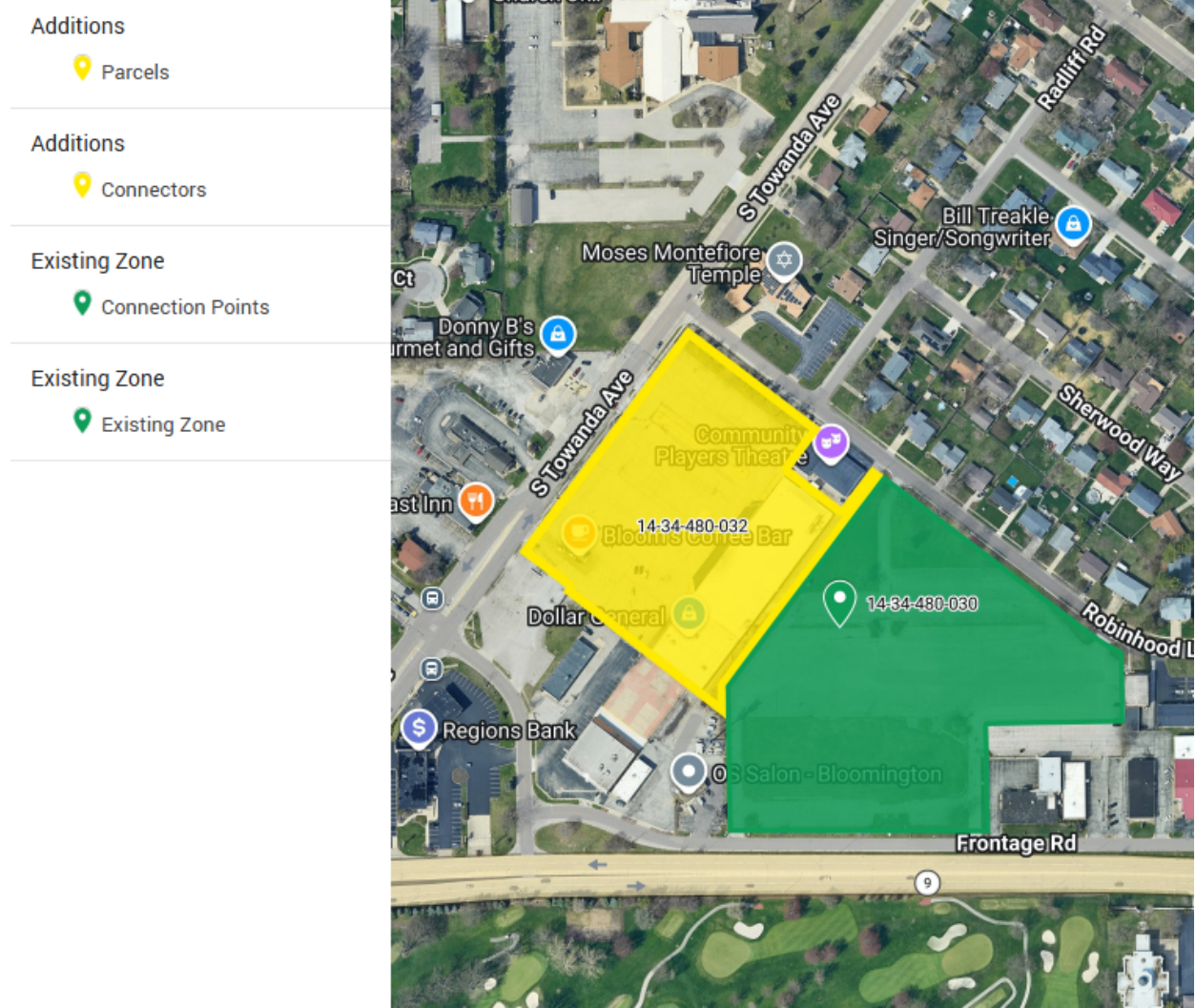
SHIRK COMMERCIAL SUB LT 3 (EX PT LYG IN THE VILLAS AT SPRING RIDGE 9TH)

[Connector A \(6.917 acres\)](#)

Description of Property

A connecting strip from the existing 3-foot connector along Veterans Parkway extending east 0.60 miles consisting of Jumer Drive in its entirety to Hershey Road.

Towanda Avenue (5.62 acres)



14-34-480-032 (5.62 acres)

Description of Property

FIRST ADDN TO FAIRWAY KNOLLS - N544' OUTLOT A & PT LOT 3 SEC 34-24-2E - BEG NW COR OUTLOT A FAIRWAY KNOLLS 1ST ADDN, SE319.54', SW94', SE120', NE94', SE30', SW501.25', S54.7', NW394.08', NE9.55', NW104.44', NE534.94' TO POB

Leslie Drive (5.391 acres)

- Additions
 - Parcels
- Additions
 - Connectors
- Existing Zone
 - Connection Points
- Existing Zone
 - Existing Zone



15-31-230-003 (5.01 acres)

Description of Property

HAWTHORNE COMMERCIAL SUB 4TH ADD LT 12

15-31-230-005 (0.36 acres)

Description of Property

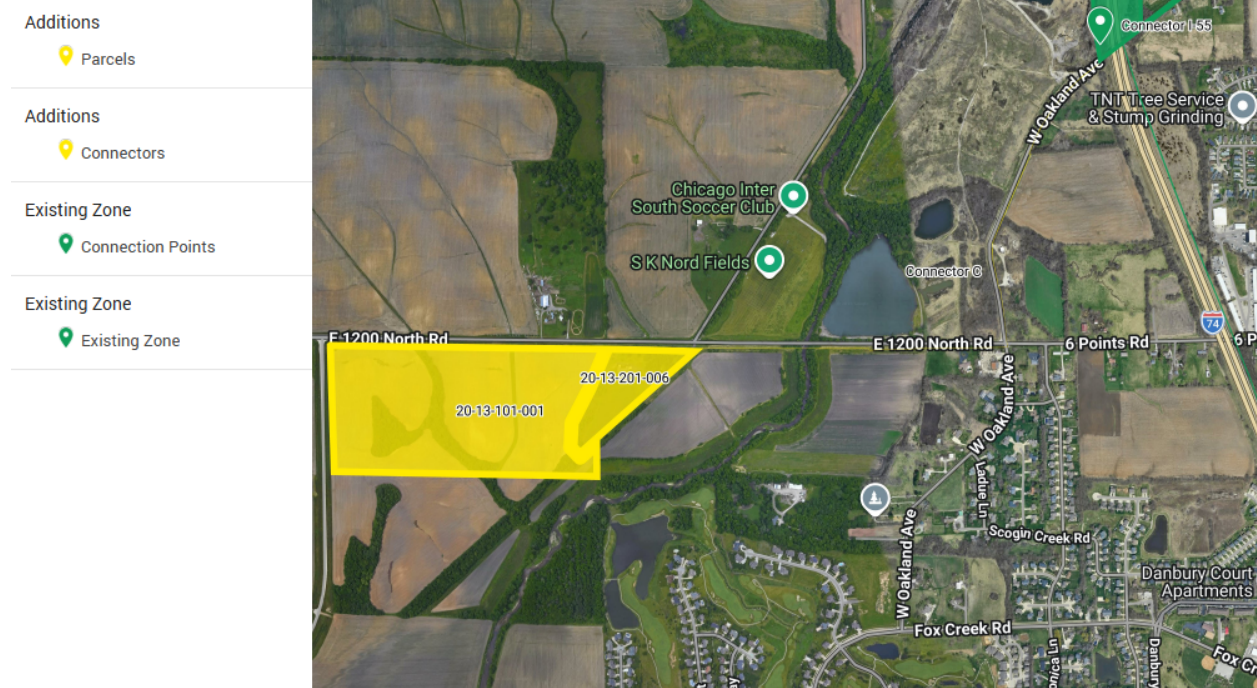
PT E1/2 NE 31-24-3E - BEG SW COR LOT 12 HAWTHORNE COMMERCIAL SUB 4TH ADD, E333.97', S 30', E30', S15', W363.91', N TO POB

Connector B (0.021 acres)

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 15-31-227-026 extending 0.06 miles to the Southwest corner of parcel 15-31-230-005.

Six Points Road (86.404 acres)



20-13-101-001 (72.56 acres)

Description of Property

N1/2 NW (EX BROOKSIDE FARMS SUB & EX THAT PT CONVEYED TO CITY OF BLOOMINGTON FOR ROW IN 07/27667 & EX BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB) 13-23-1E 72.56 ACRES

20-13-201-006 (13.43 acres)

Description of Property

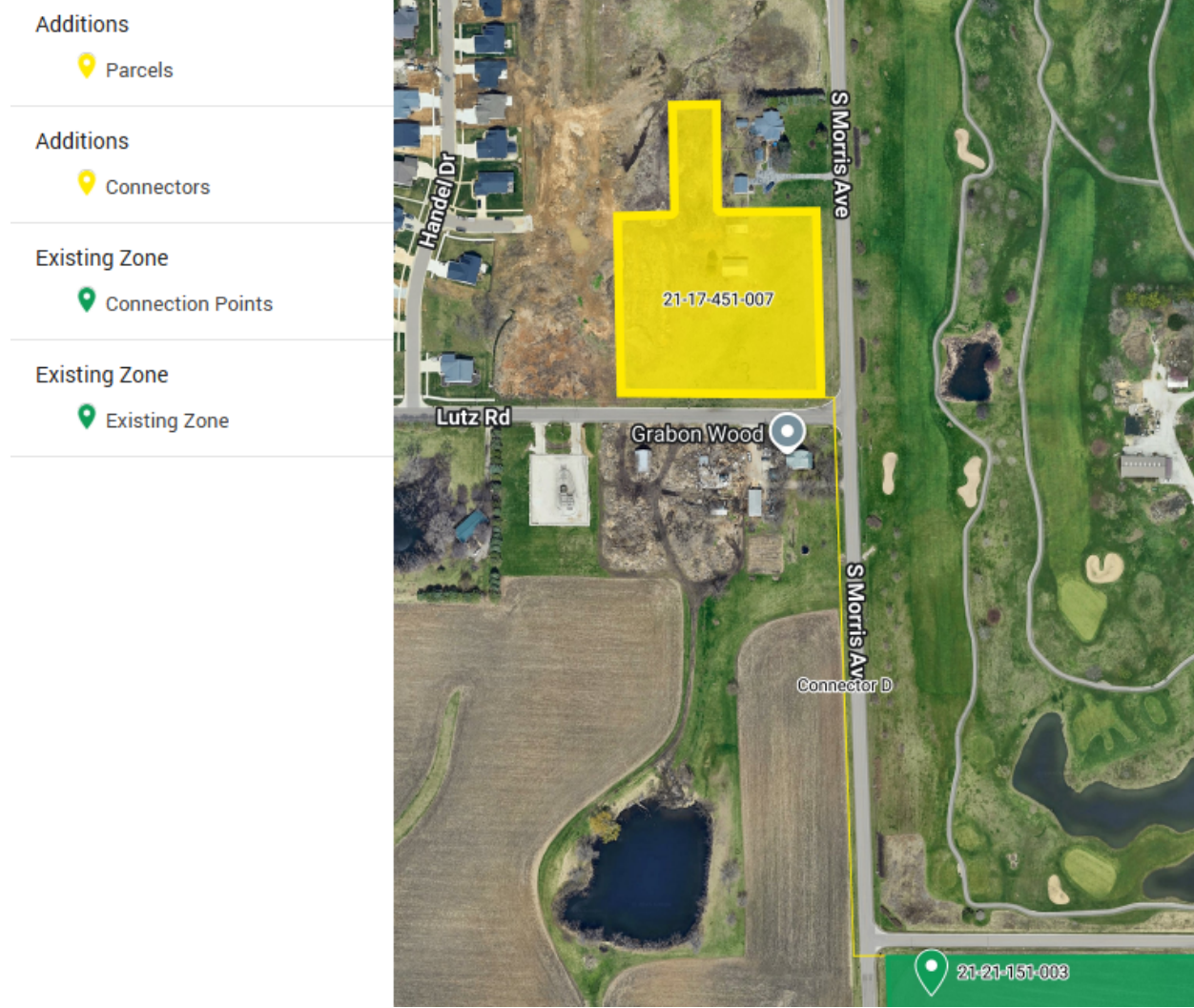
BROOKSIDE FARMS SUB LOT 1 & PT N1/2 13-23-1E - BEG NE COR LOT 1 BROOKSIDE FARMS SUB, E646.77', SW474.2', NE439.83' TO POB & BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB 13.43 ACRES

Connector C (0.414 acres)

Description of Property

A 3-foot connecting strip from the Southwest corner of the existing zone at I-55 and west Oakland Avenue, 1.12 miles southwest along W. Oakland Avenue to Six Points Road, and west along Six Points Road to the Northeast corner of parcel 20-13-201-006.

South Morris Road (3.885 acres)



21-17-451-007 (3.806 acres)

Description of Property

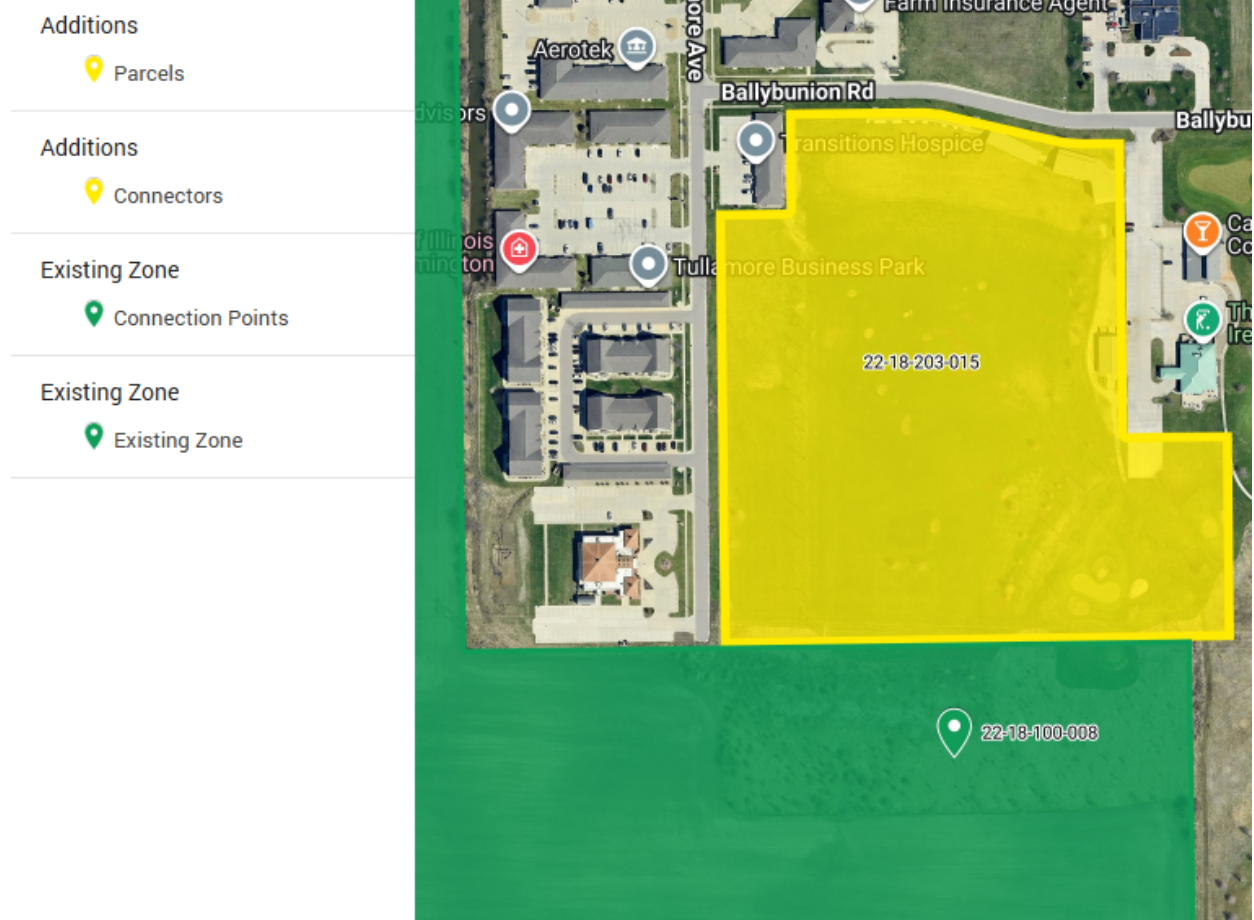
WITTENBERG WOODS AT PRAIRIE VISTA 4TH ADD LOT 547

Connector D (0.079 acres)

Description of Property

A 3-foot connecting strip from the Northwest corner of parcel 21-21-151-003 extending 0.22 miles to the Southeast corner of parcel 21-17-451-007.

Tullamore Avenue (17.676 acres)



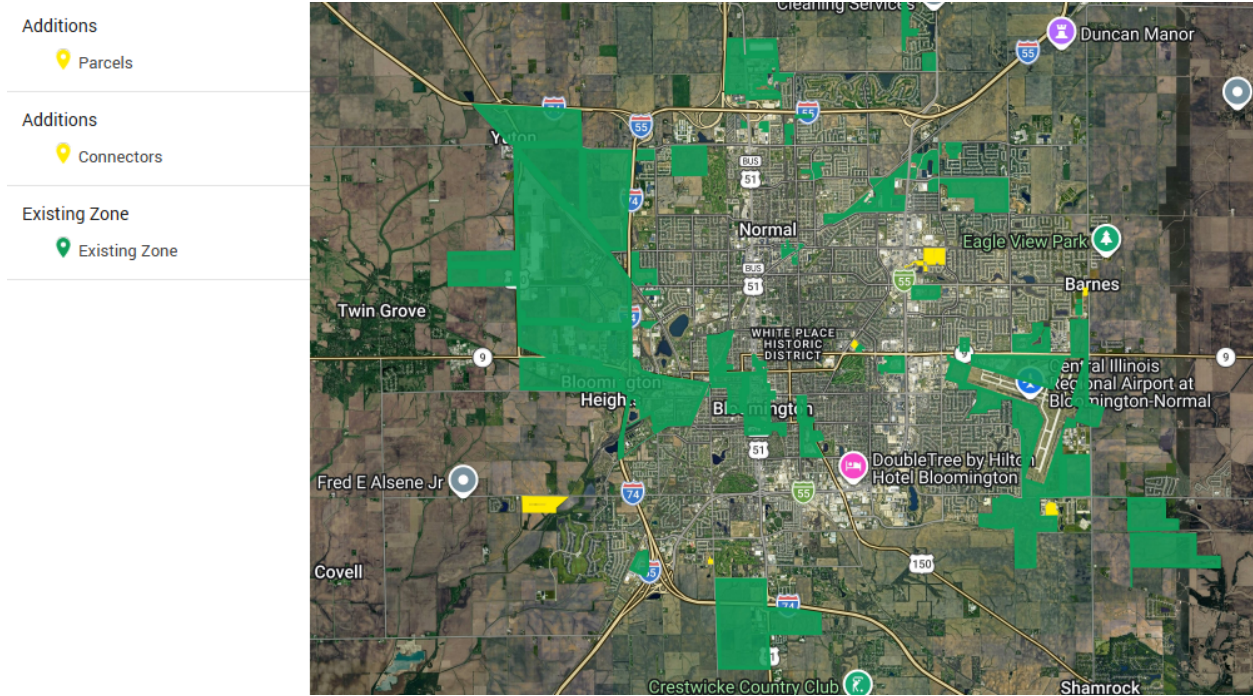
22-18-203-015 (17.676 acres)

Description of Property

THE LINKS AT IRELAND GROVE ROAD SUB 3RD ADD LOT 327

EXHIBIT "B"

BLOOMINGTON-NORMAL ENTERPRISE ZONE 2026 PARCEL ADDITIONS



NOTE:

Total Existing Zone Area = 16.889 square miles

The proposed additions to the Enterprise Zone will add 173.63 Acres or .271 Square Miles.

Total Area with Expansion= **17.16** Square Miles

EXHIBIT "C"

AN AMENDMENT TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015.

That said Agreement shall be amended to reflect additions to the Legal Description of the Bloomington-Normal Enterprise Zone, as defined in Amendment 6 found below:

ADDITIONS

Jumer Drive (54.387 acres)

14-25-306-001 (2.52 acres)

Description of Property

SHIRK COMMERCIAL SUB LOT 2 LYG E OF SHIRK COMMERCIAL SUB 2ND ADDN

14-26-403-001 (3.39 acres)

Description of Property

SHIRK COMMERCIAL SUB 1ST ADD LT 5

14-26-427-006 (3.6 acres)

Description of Property

SHIRK COMMERCIAL SUB LOT 2 LYG W OF SHIRK COMMERCIAL SUB 2ND ADDN

14-26-428-001 (17.779 acres)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN OL 9

14-26-428-002 (1.151 acres)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 12

14-26-428-003 (0.868 acres)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 10

14-26-428-004 (0.868 acres)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 11

14-26-428-005 (14.624 acres)

Description of Property

SHIRK COMMERCIAL SUB 3RD ADDN LOT 8

14-26-476-045 (2.67 acres)

Description of Property

SHIRK COMMERCIAL SUB LT 3 (EX PT LYG IN THE VILLAS AT SPRING RIDGE 9TH)

Connector A (6.917 acres)

Description of Property

A connecting strip from the existing 3-foot connector along Veterans Parkway extending east 0.60 miles consisting of Jumer Drive in its entirety to Hershey Road.

Towanda Avenue (5.62 acres)

14-34-480-032 (5.62 acres)

Description of Property

FIRST ADDN TO FAIRWAY KNOLLS - N544' OUTLOT A & PT LOT 3 SEC 34-24-2E - BEG NW COR OUTLOT A FAIRWAY KNOLLS 1ST ADDN, SE319.54', SW94', SE120', NE94', SE30', SW501.25', S54.7', NW394.08', NE9.55', NW104.44', NE534.94' TO POB

Leslie Drive (5.391 acres)

15-31-230-003 (5.01 acres)

Description of Property

HAWTHORNE COMMERCIAL SUB 4TH ADD LT 12

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Description of Property

PT E1/2 NE 31-24-3E - BEG SW COR LOT 12 HAWTHORNE COMMERCIAL SUB 4TH ADD, E333.97', S 30', E30', S15', W363.91', N TO POB

Connector B (0.021 acres)

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 15-31-227-026 extending 0.06 miles to the Southwest corner of parcel 15-31-230-005.

Six Points Road (86.404 acres)

20-13-101-001 (72.56 acres)

Description of Property

N1/2 NW (EX BROOKSIDE FARMS SUB & EX THAT PT CONVEYED TO CITY OF BLOOMINGTON FOR ROW IN 07/27667 & EX BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB) 13-23-1E 72.56 ACRES

20-13-201-006 (13.43 acres)

Description of Property

BROOKSIDE FARMS SUB LOT 1 & PT N1/2 13-23-1E - BEG NE COR LOT 1 BROOKSIDE FARMS SUB, E646.77', SW474.2', NE439.83' TO POB & BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB 13.43 ACRES

Connector C (0.414 acres)

Description of Property

A 3-foot connecting strip from the Southwest corner of the existing zone at I-55 and west Oakland Avenue, 1.12 miles southwest along W. Oakland Avenue to Six Points Road, and west along Six Points Road to the Northeast corner of parcel 20-13-201-006.

South Morris Road (3.885 acres)

21-17-451-007 (3.806 acres)

Description of Property

WITTENBERG WOODS AT PRAIRIE VISTA 4TH ADD LOT 547

Connector D (0.079 acres)

Description of Property

A 3-foot connecting strip from the Northwest corner of parcel 21-21-151-003 extending 0.22 miles to the Southeast corner of parcel 21-17-451-007.

Tullamore Avenue (17.676 acres)

22-18-203-015 (17.676 acres)

Description of Property

THE LINKS AT IRELAND GROVE ROAD SUB 3RD ADD LOT 327

(Signature page follows)

Amended the _____ of _____ 2026

COUNTY OF MCLEAN

By: _____
County Board Chairman

ATTEST:

Kathy Micheal, County Clerk
Date Signed: _____

COUNTY OF FORD

By: _____
County Board Chairman

ATTEST:

Kelsie Vaughn, County Clerk
Date Signed: _____

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST:

Leslie Smith-Yocum, City Clerk
Date Signed: _____

CITY OF GIBSON CITY

By: _____
Mayor

ATTEST:

Carla McGrew, City Clerk
Date Signed: _____

TOWN OF NORMAL

By: _____
Mayor

ATTEST:

Angie Honker, City Clerk
Date Signed: _____



Bloomington-Normal Enterprise Zone Amendment 6 – City of Bloomington Only Summary Overview

Revised May 7, 2026

Table of Contents

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| 14-26-403-001 (3.39 acres) | 4 |
| 14-26-427-006 (3.6 acres) | 4 |
| 14-26-428-001 (17.779 acres) | 4 |
| 14-26-428-002 (1.151 acres) | 4 |
| 14-26-428-003 (0.868 acres) | 5 |
| 14-26-428-004 (0.868 acres) | 5 |
| 14-26-428-005 (14.624 acres) | 5 |
| 14-26-476-045 (2.67 acres) | 5 |
| Connector A (6.917 acres) | 5 |
| Towanda Avenue (5.62 acres) | 6 |
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| 15-31-230-003 (5.01 acres) | 7 |
| 15-31-230-005 (0.36 acres) | 7 |
| Connector B (0.021 acres) | 7 |
| Six Points Road (86.404 acres) | 8 |
| 20-13-101-001 (72.56 acres) | 8 |
| 20-13-201-006 (13.43 acres) | 8 |
| Connector C (0.414 acres) | 8 |
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Overview (173.363 acres)

Additions

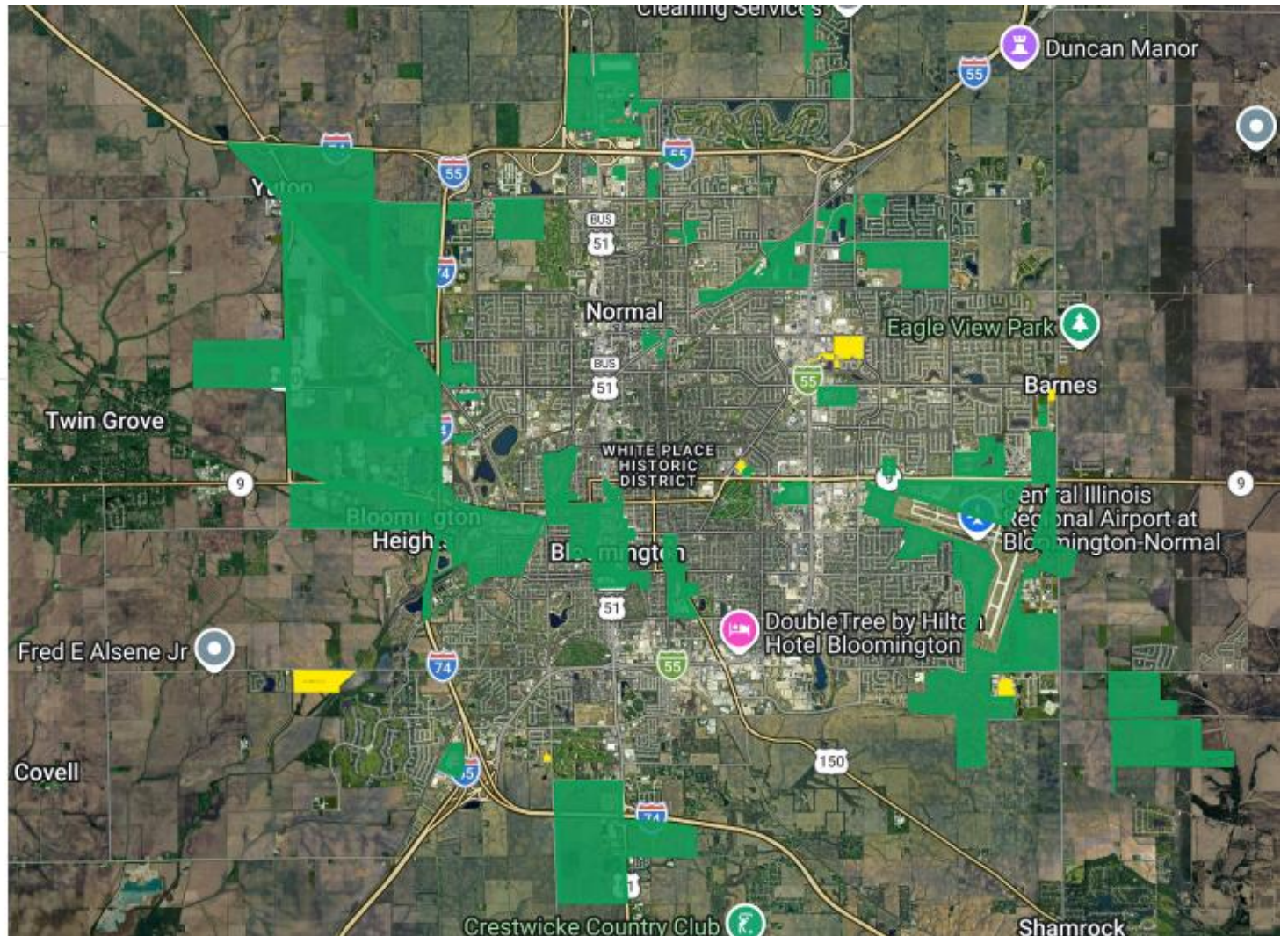
 Parcels

Additions

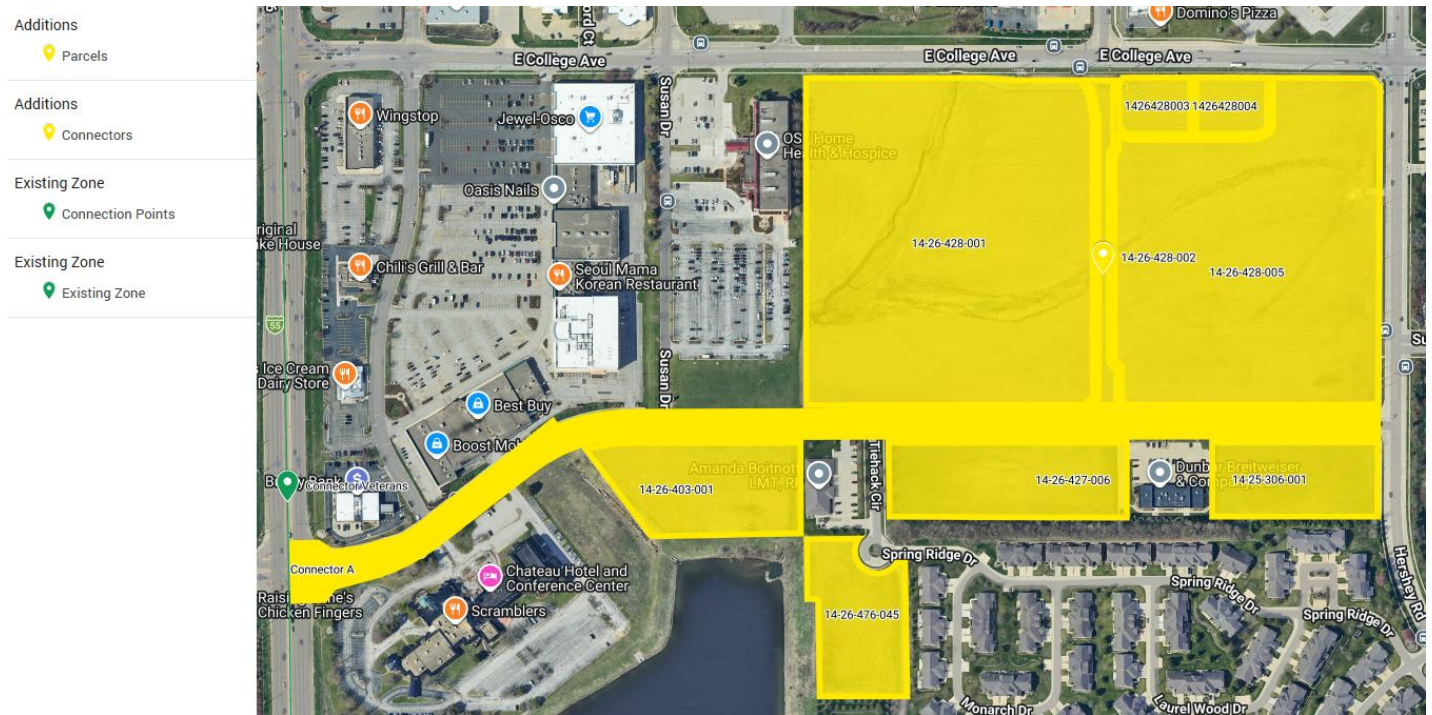
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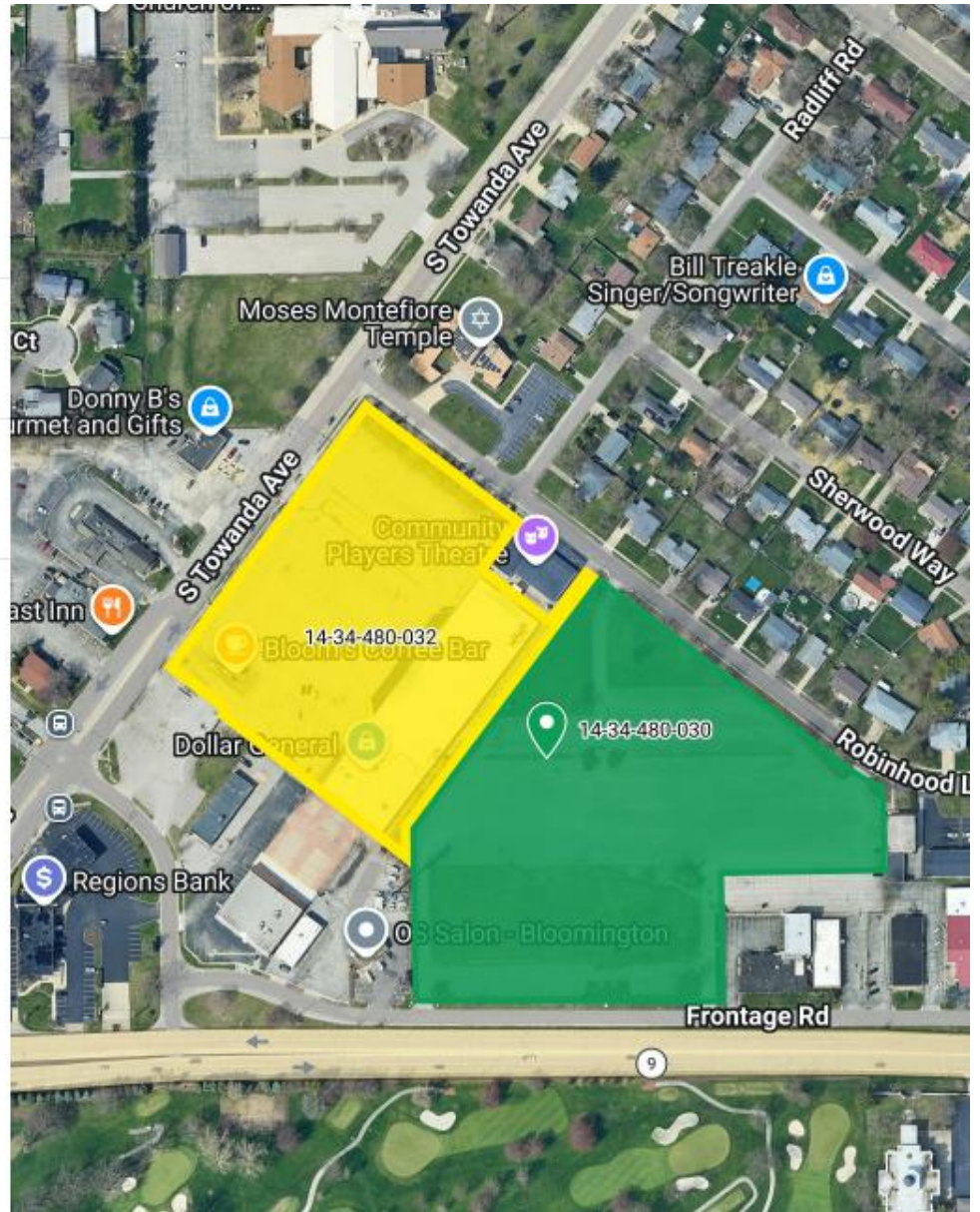
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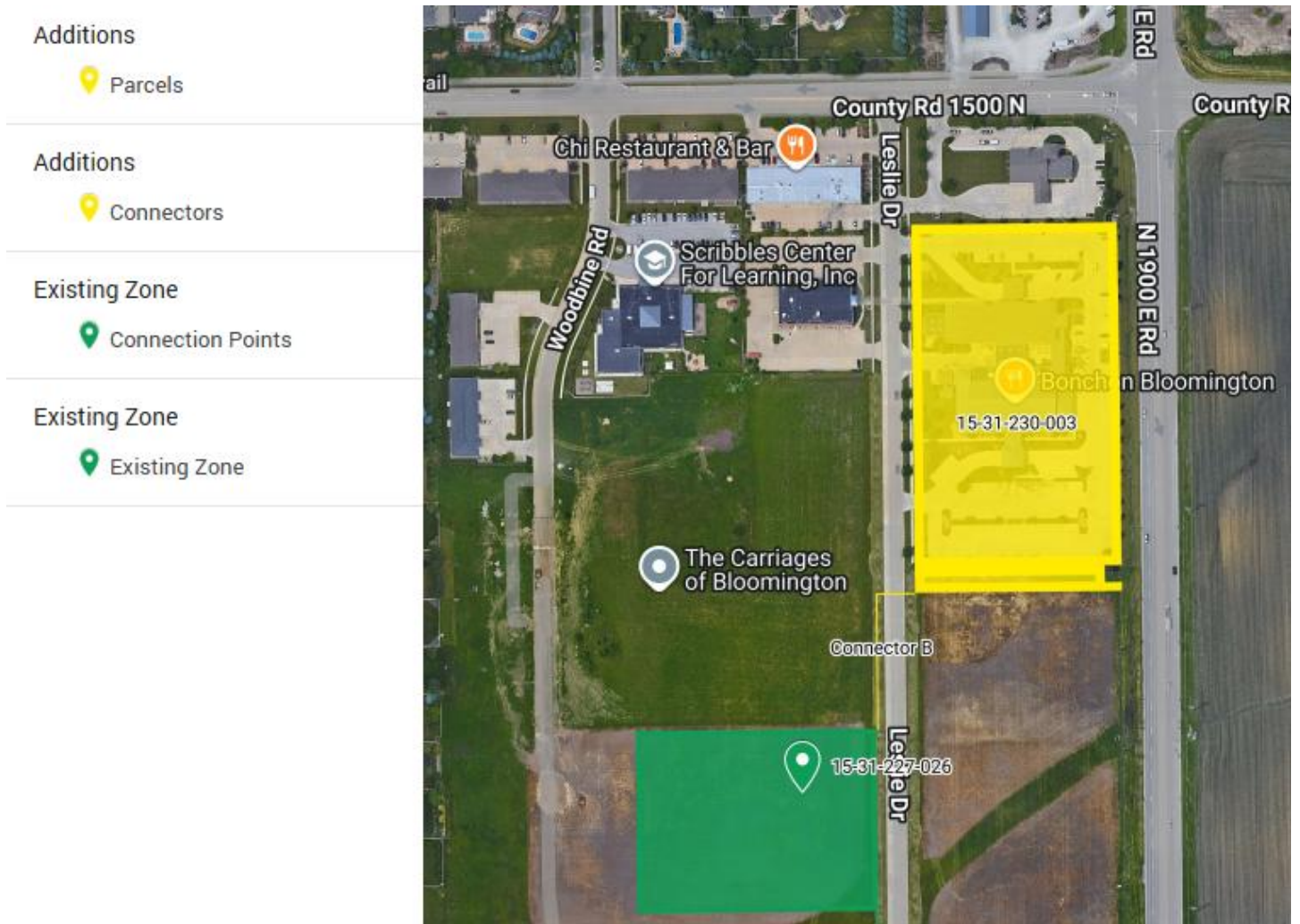


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Parcels

Additions

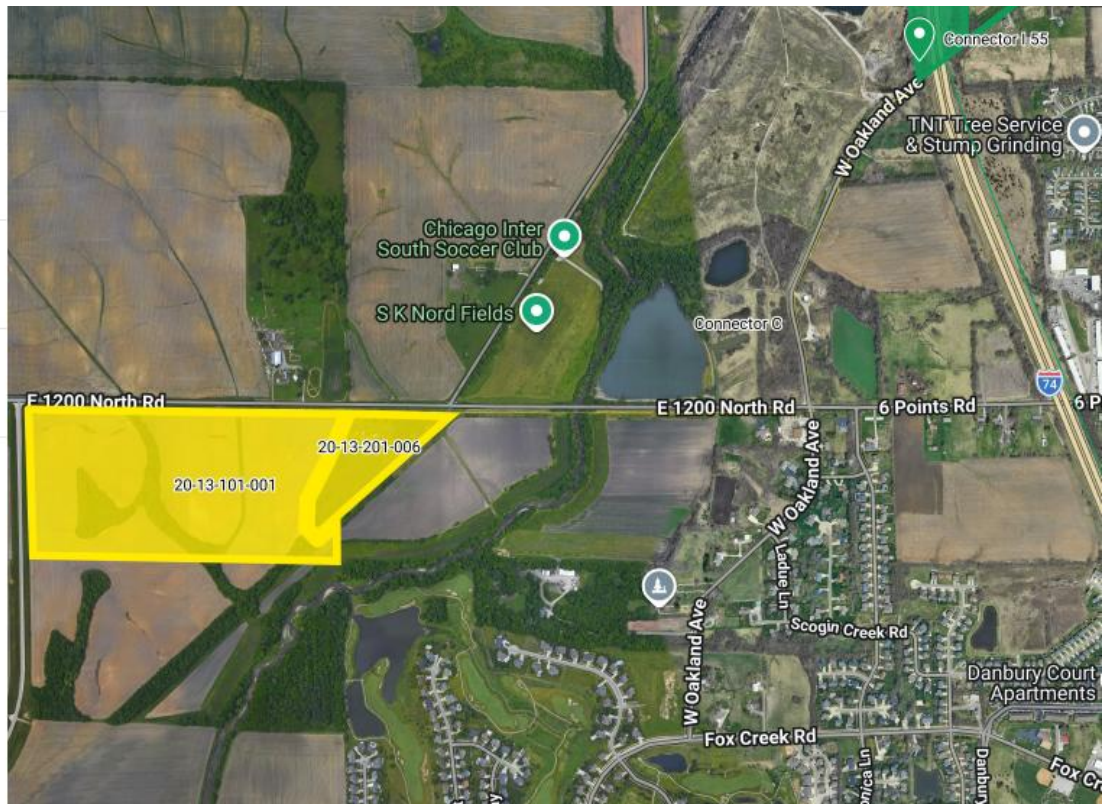
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Connection Points

Existing Zone

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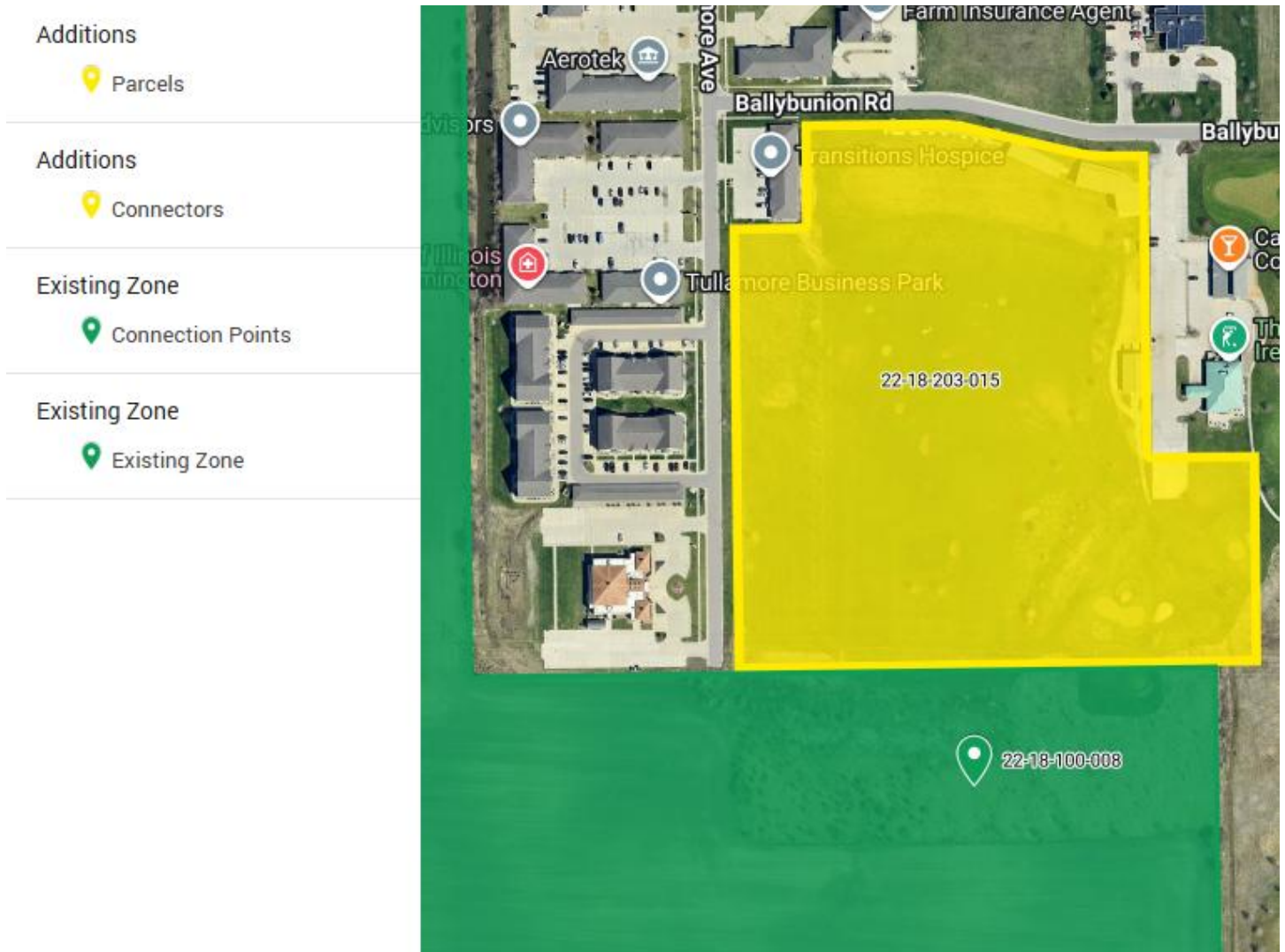
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22-18-203-015 (17.676 acres)

Description of Property

THE LINKS AT IRELAND GROVE ROAD SUB 3RD ADD LOT 327

Bloomington-Normal Economic Development Council
 Enterprise Zone
 Amendment 6 Additions & Deletions

DELETIONS

| PIN | Deed Acres | Site Address | Legal Description on Devnet | Owner Name and Address | Title | Connectors |
|------|------------|--------------|-----------------------------|------------------------|-------|------------|
| NONE | | | | | | |

ADDITIONS

| PIN | Deed Acres | Site Address | Legal Description on Devnet | Owner Name and Address | Title | Connectors |
|---------------|------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------|--------------------|
| 14-25-306-001 | 2.52 | | SHIRK COMMERCIAL SUB LOT 2 LYG E OF SHIRK COMMERCIAL SUB 2ND ADDN | SUNRISE LLC (S-JMR) PO BOX 1549 BLOOMINGTON, IL, 61702-1549 | Jumer Drive | Connector A Needed |
| 14-26-403-001 | 3.39 | | SHIRK COMMERCIAL SUB 1ST ADD LT 5 | SUNRISE LT 100 LOT 5 PO BOX 1549 BLOOMINGTON, IL, 61702-1549 | Jumer Drive | Connector A Needed |
| 14-26-427-006 | 3.6 | | SHIRK COMMERCIAL SUB LOT 2 LYG W OF SHIRK COMMERCIAL SUB 2ND ADDN | SUNRISE LLC (S-JMR) PO BOX 1549 BLOOMINGTON, IL, 61702-1549 | Jumer Drive | Connector A Needed |
| 14-26-428-001 | 17.779 | | SHIRK COMMERCIAL SUB 3RD ADDN OL 9 | SUNRISE LLC JMR NO PO BOX 1549 BLOOMINGTON, IL, 61702-1549 | Jumer Drive | Connector A Needed |
| 14-26-428-002 | 1.151 | right of way | SHIRK COMMERCIAL SUB 3RD ADDN LOT 12 | SUNRISE LLC JMR NO PO BOX 1549 BLOOMINGTON, IL 61702-1549 | Jumer Drive | Connector A Needed |
| 14-26-428-003 | 0.868 | | SHIRK COMMERCIAL SUB 3RD ADDN LOT 10 | KROGER LIMITED PARTNERSHIP I, ATTN: TAX DEPT 1014 VINE ST CINCINNATI, OH, 45202 | Jumer Drive | Connector A Needed |
| 14-26-428-004 | 0.868 | | SHIRK COMMERCIAL SUB 3RD ADDN LOT 11 | KROGER LIMITED PARTNERSHIP I, ATTN: TAX DEPT 1014 VINE ST CINCINNATI, OH, 45202 | Jumer Drive | Connector A Needed |
| 14-26-428-005 | 14.624 | | SHIRK COMMERCIAL SUB 3RD ADDN LOT 8 | KROGER LIMITED PARTNERSHIP I, ATTN: TAX DEPT 1014 VINE ST CINCINNATI, OH, 45202 | Jumer Drive | Connector A Needed |
| 14-26-476-045 | 2.67 | 3 TIEHACK CIR BLOOMINGTON, IL 61704 | SHIRK COMMERCIAL SUB LT 3 (EX PT LYG IN THE VILLAS AT SPRING RIDGE 9TH) | SALE BARN PROPERTIES LLC PO BOX 1549 BLOOMINGTON, IL 61702-1549 | Jumer Drive | Connector A Needed |
| N/A | 6.917 | N/A | A connecting strip from the existing 3-foot connector along Veterans Parkway extending east 0.60 miles consisting of Jumer Drive in its entirety to Hershey Road. | N/A | Jumer Drive | Connector A |
| 14-34-480-032 | 5.62 | 1209 TOWANDA AVE BLOOMINGTON, IL 61701 | FIRST ADDN TO FAIRWAY KNOLLS - N544' OUTLOT A & PT LOT 3 SEC 34-24-2E - BEG NW COR OUTLOT A FAIRWAY KNOLLS 1ST ADDN, SE319.54', SW94', SE120', NE94', SE30', SW501.25', S54.7', NW394.08', NE9.55', NW104.44', NE534.94' TO POB | PODG LLC 75 COLUMBIA AVE CEDARHURST, NY, 11516-2011 | Towanda Avenue | Contiguous |
| 15-31-230-003 | 5.01 | 1401-1413 LESLIE DR BLOOMINGTON, IL 61704 | HAWTHORNE COMMERCIAL SUB 4TH ADD LT 12 | AUCTUS LLC 1413 LESLIE DR BLOOMINGTON, IL, 61704-5409 | Leslie Drive | Connector B Needed |
| 15-31-230-005 | 0.36 | | PT E1/2 NE 31-24-3E - BEG SW COR LOT 12 HAWTHORNE COMMERCIAL SUB 4TH ADD, E333.97', S 30', E30', S15', W363.91', N TO POB | TERRA LLC 1904 LONGWOOD LN BLOOMINGTON, IL, 61704 | Leslie Drive | Connector B Needed |
| N/A | 0.021 | N/A | A 3-foot connecting strip from the Northeast corner of parcel 15-31-227-026 extending 0.06 miles to the Southwest corner of parcel 15-31-230-005. | N/A | Leslie Drive | Connector B |
| 20-13-101-001 | 72.56 | | N1/2 NW (EX BROOKSIDE FARMS SUB & EX THAT PT CONVEYED TO CITY OF BLOOMINGTON FOR ROW IN 07/27667 & EX BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB) 13-23-1E 72.56 ACRES | BROOKSIDE-MAITLAND, %HBT AG SERVICES PO BOX 67 BLOOMINGTON, IL, 61702-0067 | Six Points Road | Connector C Needed |
| 20-13-201-006 | 13.43 | 2404 SIX POINTS RD | BROOKSIDE FARMS SUB LOT 1 & PT N1/2 13-23-1E - BEG NE COR LOT 1 BROOKSIDE FARMS SUB, E646.77', SW474.2', NE439.83' TO POB & BEG NW COR LOT 1 BROOKSIDE FARMS SUB, SW291.87', SW528.25', NE368.05', NE439.54' TO POB 13.43 ACRES | HALL, HARRY H 2404 SIX POINTS RD BLOOMINGTON, IL, 61705-6964 | Six Points Road | Connector C Needed |
| N/A | 0.414 | N/A | A 3-foot connecting strip from the Southwest corner of the existing zone along I-55 extending 1.12 miles to the Northeast corner of parcel 20-13-201-006. | N/A | Six Points Road | Connector C |
| 21-17-451-007 | 3.806 | 501 LUTZ RD BLOOMINGTON, IL 61704 | WITTENBERG WOODS AT PRAIRIE VISTA 4TH ADD LOT 547 | JODI CONSTRUCTION LLC 1707 E HAMILTON RD STE 1A BLOOMINGTON, IL, 61704-9629 | South Morris Road | Connector D Needed |
| N/A | 0.079 | N/A | A 3-foot connecting strip from the Northwest corner of parcel 21-21-151-003 extending 0.22 miles to the Southeast corner of parcel 21-17-451-007. | N/A | South Morris Road | Connector D |
| 22-18-203-015 | 17.676 | 3803 BALLYBUNION RD | THE LINKS AT IRELAND GROVE ROAD SUB 3RD ADD LOT 327 | GREEN FAIRWAYS DEVELOPMENT LLC 1709 TULLAMORE AVE STE B BLOOMINGTON, IL, 61704-9603 | Tullamore Avenue | Contiguous |

Total Acres 173.363



Consent Agenda Item No. 7.S.

For City Council: May 26, 2026

Ward Impacted: Ward 8

Subject: Consideration and Action on an Ordinance Approving an Easement Vacation Plat for Lot 703 in The Grove on Kickapoo Creek Tenth Addition, for the Property Commonly Known as 1007 Bell Grove Lane (PIN: 22-08-427-098), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: The Petitioner, Tanner Rave, is requesting approval of a partial vacation of a public utility easement. The easement lies within and along the north side of Lot 703 of The Grove on Kickapoo Creek Tenth Addition, which is located at the north end of the currently platted Bell Grove Lane. The existing Parcel Identification Number ("PIN") for the subject property is 22-08-427-098. A single-family home will be built on the referenced lot, and the easement vacation is necessary for the new building configuration. One utility (Comcast) was present in the subject location but was found to be slightly outside the easement, where a future easement will be located in a subsequent addition. Sign-offs from the utilities are attached. The Easement Vacation Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

Community Groups/Interested Persons Contacted: Tanner Rave

Financial Impact: Tanner Rave paid all survey and plat costs.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Vacation Plat
3. Owners Petition
4. Owners Certificate
5. Utility Sign-Offs

ORDINANCE NO. 2026 -

AN ORDINANCE APPROVING AN EASEMENT VACATION PLAT FOR LOT 703 IN THE GROVE ON KICKAPOO CREEK TENTH ADDITION, FOR THE PROPERTY COMMONLY KNOWN AS 1007 BELL GROVE LN (PIN: 22-08-427-098)

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, by Tanner Rave, a Petition requesting the vacation of a portion of an existing Public Utility Easement (“VACATION”), located on Lot 703 in The Grove on Kickapoo Creek Tenth Addition, legally described in Exhibit A (“PROPERTY”); and

WHEREAS, said Petition included an Easement Vacation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, dated May 5, 2026, depicted in Exhibit B (“PLAT”); and

WHEREAS, said Petition included permission for the VACATION from the public and private utilities serving the PROPERTY; and

WHEREAS, City staff have reviewed the request and submitted documentation for the VACATION and determined that the easement does not host any existing public or private utility infrastructure; and

WHEREAS, the City Council has the power to pass this Ordinance and grant said VACATION.

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

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

SECTION 2. That the VACATION on the PROPERTY, legally described in Exhibit A and depicted on the PLAT in Exhibit B, is hereby approved and accepted.

SECTION 3. City staff are hereby directed to record the PLAT, with this Ordinance of approval, with the Office of the McLean County Recorder.

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

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

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 703 in The Grove on Kickapoo Creek Tenth Addition, Bloomington, Illinois, according to the plat thereof recorded on December 10, 2025, as Document Number 2025-17599, in McLean County, Illinois.

Address: 1007 Bell Grove Lane, Bloomington, IL

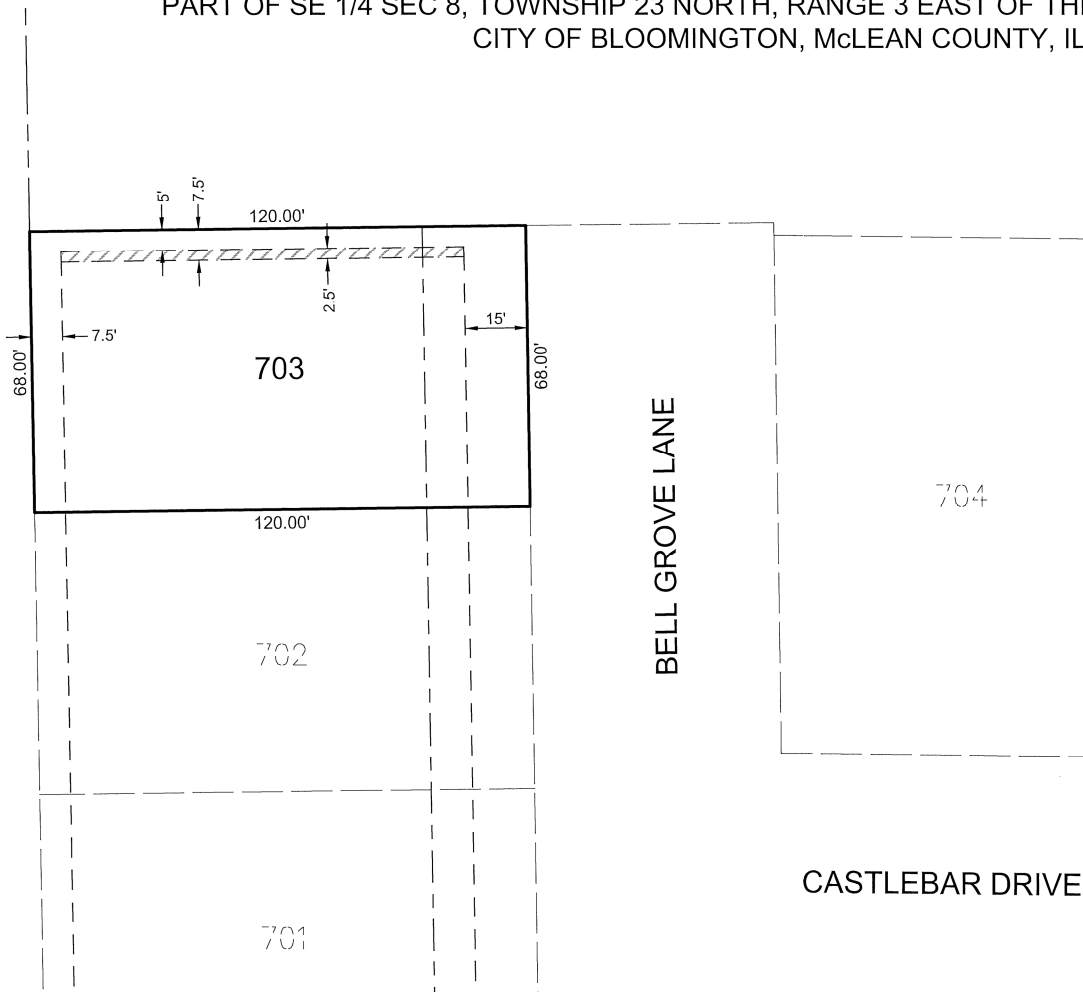
PIN: 22-08-427-098

EXHIBIT B



EASEMENT VACATION PLAT

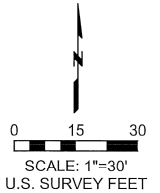
LOT 703, THE GROVE ON KICKAPOO CREEK TENTH ADDITION

PART OF SE 1/4 SEC 8, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

-  UTILITY EASEMENT LIMITS LINE
-  EASEMENT TO BE VACATED



I hereby certify that this is a true plat of a portion of a utility easement to be vacated in the City of Bloomington, McLean County, Illinois. Said easement is more particularly described as follows:

The south 2.5 feet of the north 7.5 feet of Lot 703 in The Grove on Kickapoo Creek Tenth Addition to the City of Bloomington, according to the plat thereof recorded December 2, 2025 as Document No. 2025-17599, in McLean County, Illinois, except the west 7.5 feet and east 15 feet thereof.

This property is commonly known as 1007 Bell Grove Lane Bloomington, IL.

PIN: 22-08-427-098

Witness by my hand and seal this 5th day of May, 2026.

FARNSWORTH GROUP, INC.
200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, IL 61761

By: 
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 5-5-26

EXP. DATE: 11-30-2026

DESIGN FIRM REGISTRATION
NO. 184-001856

S.E. 1/4 SEC. 8, T.23N., R.3E. 3P.M.

Farnsworth
GROUP
200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / www.f-w.com

1007 BELL GROVE
BLOOMINGTON, ILLINOIS
EASEMENT VACATION PLAT

PROJECT NO.: 02502371.001
DRAWN: DJM
REVIEWED:
DATE: 5-5-26

1

8-S-3131

PETITION FOR APPROVAL OF AN EASEMENT VACATION PLAT LOT
703, THE GROVE ON KICKAPOO CREEK TENTH ADDITION

State of Illinois)
)ss.
County of McLean)

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

Now come(s) *TANNER RAVE*, hereinafter referred to as "Petitioner(s)", respectfully
representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate
thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter
referred to as "Property", which is attached hereto and made a part hereof by
this reference, or is (are) a mortgagee or vendee in possession, assignee of
rents, receiver, executor (executrix), trustee, lessee or other person, firm or
corporation or the duly authorized agents of any of the above persons having
proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Easement Vacation Plat of said
property to be known and described as Lot 703, The Grove on Kickapoo Creek
Tenth Addition.
3. That your Petitioner(s) also seek(s) approval of the following exemptions or
variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
waiver of the preliminary plan, submission, review, and approval procedures, as
allowed by § 24-305F;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Easement Vacation Plat
Lot 703, The Grove on Kickapoo Creek Tenth Addition, submitted herewith, be approved
with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

X  _____

Name: *Tanner Rave* _____

Title: *Manager* _____

Date: April 27, 2026

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION: Lot 703, The Grove on Kickapoo Creek Tenth Addition

PIN: 22-08-427-098

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Easement Vacation Plat Lot 703, The Grove on Kickapoo Creek Tenth Addition in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of Easement Vacation Plat Lot 703, The Grove on Kickapoo Creek Tenth Addition in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 28th day of April, 2026.

X *Tanner Rave*
Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 28th day of April, 2026.

Brenda Anne Duncan
Notary Public

My commission expires 11-6-28.



RE: FINAL Addressing for Grove 10th.pdf

From Wyman, Ted <ted_wyman@comcast.com>

Date Tue 5/5/2026 9:53 AM

To Troemel, Greg <gtroemel@F-W.com>

Cc Connor, Greg <gconnor@F-W.com>; Gieras, Martha <Martha_Gieras@comcast.com>

Greg,

It was good speaking with you on the phone. You are likely correct in that it was installed to avoid the ComEd power supply, and in fact, it looks like our cable, and pedestal, veers back towards the south side of the lot line to the east. Please let me know if anything changes in regards to the development to the north.

Comcast has no objection to the partial vacation of the northern easement in Lot 703. If you do end up needing a signature for the plat, please let me know and we can schedule a day and time to do so.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman
GCR Construction – Specialist 2
1475 Woodfield Rd.
Schaumburg, IL 60173
Mobile: (847) 652-6074
Ted_Wyman@comcast.com



From: Troemel, Greg <gtroemel@F-W.com>

Sent: Tuesday, May 5, 2026 9:42 AM

To: Wyman, Ted <ted_wyman@comcast.com>

Cc: Connor, Greg <gconnor@F-W.com>

Subject: [EXTERNAL] Fw: FINAL Addressing for Grove 10th.pdf

Hi Ted,

Thanks for your call. In follow up and to provide further clarity, the Comcast line shown in the photo runs slightly north of Lot 703 which is the last lot in the subdivision addition. As we discussed, it appears the line may have been installed to avoid the power transformer shown in the picture. The

RE: FINAL Addressing for Grove 10th.pdf

From Connor, Greg <gconnor@F-W.com>
Date Mon 4/27/2026 1:13 PM
To Greg Yakle <greg.yakle@cornbeltenergy.com>; 'McKinney, Matthew J.' <mmckinn@southernco.com>; 'Jeff Taylor' <jeff.taylor@metronet.com>; 'Gangloff, Adam' <adam.r.gangloff@ftr.com>; 'Kausch, Paul' <paul_kausch@comcast.com>; 'Dabrowski, Dan' <Daniel_Dabrowski@comcast.com>
Cc Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

Greg,

Thank you for the quick response.

Best,

Greg Connor / Project Facilitator

o / 309.663.8435 **d** / 309.240.6412 **c** / 309.530.5244

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From: Greg Yakle <greg.yakle@cornbeltenergy.com>
Sent: Monday, April 27, 2026 11:40 AM
To: Connor, Greg <gconnor@F-W.com>; 'McKinney, Matthew J.' <mmckinn@southernco.com>; 'Jeff Taylor' <jeff.taylor@metronet.com>; 'Gangloff, Adam' <adam.r.gangloff@ftr.com>; 'Kausch, Paul' <paul_kausch@comcast.com>; 'Dabrowski, Dan' <Daniel_Dabrowski@comcast.com>
Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>
Subject: RE: FINAL Addressing for Grove 10th.pdf

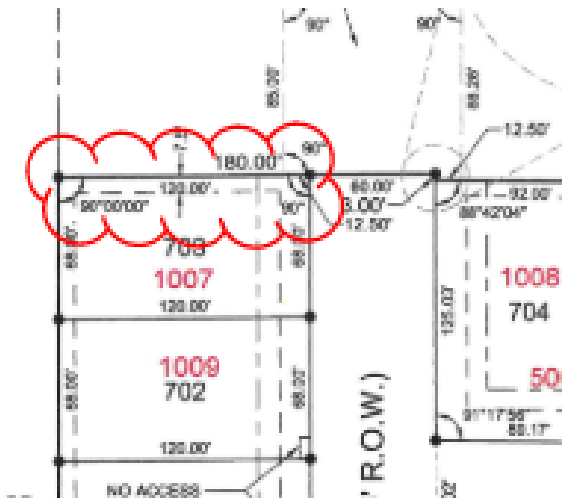
Corn Belt does not. Greg.

From: Connor, Greg <gconnor@F-W.com>
Sent: Monday, April 27, 2026 11:34 AM
To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>
Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>
Subject: EXTERNAL SENDER FINAL Addressing for Grove 10th.pdf

[EXTERNAL SENDER]

Good morning all,

The owner of lot 703 in The Grove 10th Addition is looking to build a ranch on this lot, so we'll need to adjust the easement and possibly move the north lot line a few feet to the north. I believe I know the answer to my question, but does anyone have any facilities in this 7.5' wide easement? I don't believe anyone does but if you could simply respond to this email that you would have no objections to vacate part of the easement/lot line.



All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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Re: Fw: FINAL Addressing for Grove 10th.pdf

From Gangloff, Adam R <adam.gangloff@verizon.com>

Date Wed 4/29/2026 4:31 PM

To Troemel, Greg <gtroemel@f-w.com>

Cc Gangloff, Adam <adam.r.gangloff@ftr.com>; Connor, Greg <gconnor@f-w.com>

Greg -
Frontier has no objection to vacating part of the easement/lot line.

Adam Gangloff

Network Engineering

Adam.r.gangloff@ftr.com | 309-557-1378 |Bloomington, IL



On Wed, Apr 29, 2026 at 9:29 AM Troemel, Greg <gtroemel@f-w.com> wrote:

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Hi Adam,

I hope all is well. Sorry to be a pest on this one but we're down to just confirming if Frontier's status with the easement. This is in reference to 1007 Bell Grove in the Grove Subdivision.

Thanks! GT

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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

www.f-w.com

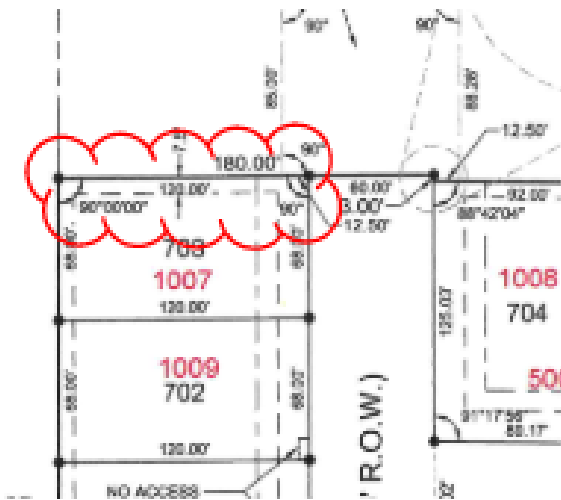


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From: Connor, Greg <gconnor@F-W.com>
Sent: Monday, April 27, 2026 11:33 AM
To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>
Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>
Subject: FINAL Addressing for Grove 10th.pdf

Good morning all,

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All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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Re: FINAL Addressing for Grove 10th.pdf

From Connor, Greg <gconnor@F-W.com>

Date Mon 4/27/2026 6:04 PM

To Jeff Taylor <jeff.taylor@metronet.com>; Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>

Cc Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

Thank you Jeff!

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: Jeff Taylor <jeff.taylor@metronet.com>

Sent: Monday, April 27, 2026 3:55:45 PM

To: Connor, Greg <gconnor@F-W.com>; Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>

Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

Subject: RE: FINAL Addressing for Grove 10th.pdf

Metronet has no issue.

Jeff Taylor

Metronet | Construction Manager IL

From: Connor, Greg <gconnor@F-W.com>

Sent: Monday, April 27, 2026 11:34 AM

To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>

Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

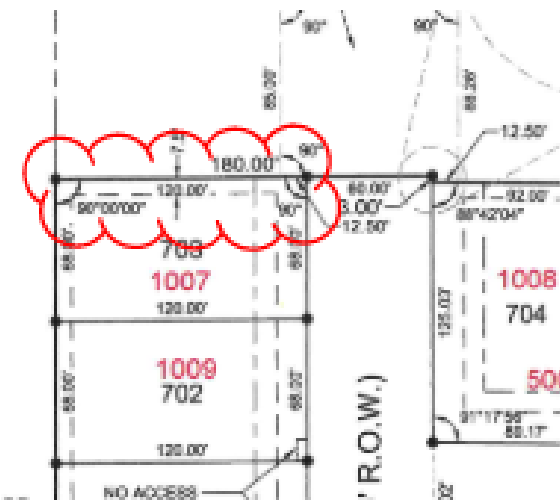
Subject: FINAL Addressing for Grove 10th.pdf

WARNING: This mail is from an external source

WARNING: This mail is from an external source

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All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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RE: FINAL Addressing for Grove 10th.pdf

From Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Date Tue 4/28/2026 9:47 AM
To Connor, Greg <gconnor@f-w.com>
Cc Troemel, Greg <gtroemel@F-W.com>; Finlen, Neil <nfinlen@F-W.com>

Yes – that should not be a problem to approve it via email.

Rebecca Luginbill
Land Management
Nicor Gas Company
x2rlugin@southernco.com
PH: 331-231-6030

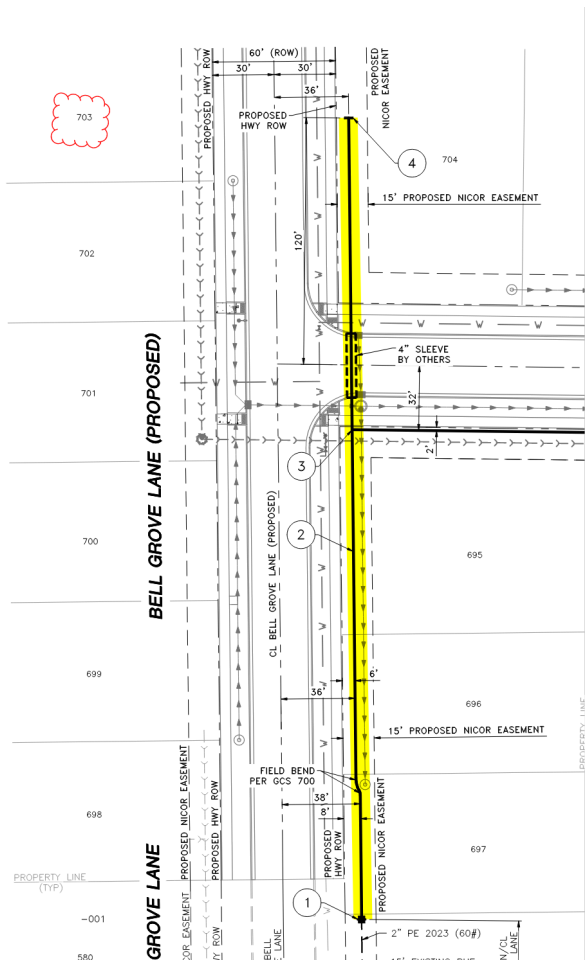


From: Connor, Greg <gconnor@f-w.com>
Sent: Tuesday, April 28, 2026 8:43 AM
To: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Cc: Troemel, Greg <gtroemel@F-W.com>; Finlen, Neil <nfinlen@F-W.com>
Subject: RE: FINAL Addressing for Grove 10th.pdf

Good morning Rebecca,

The 2" gas is installed on the east side of Bell Grove Lane. We'll get a Vacation Plat underway with the Vacation Plat and the City of Bloomington only requires an email stating "NICOR doesn't object to the Vacation" so it doesn't have a signature block for Utility Companies to sign. With that said, can you signoff via email since we know the gas main is in the right-of-way on the east side of Bell Grove?





Please let me know your thoughts on this when you get a chance.

Thanks,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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[\[youtube.com\]](https://www.youtube.com) **Proud to be A Great Place to Work Certified Company!**

From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Monday, April 27, 2026 3:00 PM
To: Connor, Greg <gconnor@f-w.com>
Subject: RE: FINAL Addressing for Grove 10th.pdf

Greg –

It can take awhile for mapping to catch up with new developments. I believe I have found the correct location. I do not see any issued with your request for a vacation, but I can't approve it for signature until a Plat of Vacation is submitted. Right now it appears that our main is in the future roadways.

Once you are ready – please send PDF of your Plat of Vacation for review and then I can schedule time to sign the Plat.



Rebecca Luginbill
Land Management
Nicor Gas Company
x2rlugin@southernco.com

PH: 331-231-6030



From: Connor, Greg <gconnor@f-w.com>
Sent: Monday, April 27, 2026 2:26 PM
To: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Subject: RE: FINAL Addressing for Grove 10th.pdf

Rebecca,

The physical address is 1007 Bell Grove Lane, and the parcel number is 22-08-427-098. I'm not sure if Matt forwarded you the Final Plat that was sent to him, but I've attached a copy and the cross streets would be Bell Grove Lane and Castlebar Drive.

I hope this helps but please let me know if you have any questions or need anything else.

Thanks,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Monday, April 27, 2026 1:37 PM
To: Connor, Greg <gconnor@f-w.com>
Subject: FW: FINAL Addressing for Grove 10th.pdf

Greg –

Can you please give me an address or major intersection near this plat?
I am not finding the road names shown in the attached and this does not have a PIN.

Rebecca Luginbill
Land Management
Nicor Gas Company
x2rlugin@southernco.com
PH: 331-231-6030

Comcast line will/would be picked up in an easement in the next addition that is under design for later this year.

Let me know if we can further assist and thanks for your help.

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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From: Troemel, Greg <gtroemel@F-W.com>

Sent: Tuesday, May 5, 2026 9:18 AM

To: Wyman, Ted <ted_wyman@comcast.com>; Basham, Brandon <brandon_basham@comcast.com>

Cc: Connor, Greg <gconnor@F-W.com>

Subject: Fw: FINAL Addressing for Grove 10th.pdf

Good Morning Ted,

I'm following up on an email request regarding Comcast's presence in a platted utility easement. I believe you communicated with Greg Connor here in our office last week and that Comcast did have a presence in the easement. Brandon Basham was kind enough to coordinate a field locate and determined the line is there, but actually a little north of the lot. I'm attaching a photo we took in the filed last week.

We've received replies from the other utility providers that they do not object to the proposed vacation. Given the location of the Comcast line, could we ask for an email reply from Comcast indicating they do not object to the partial vacation. I'm attaching a copy of the proposed easement vacation plat that will reduce it from 7.5' down to 5.0'.

Thanks! GT

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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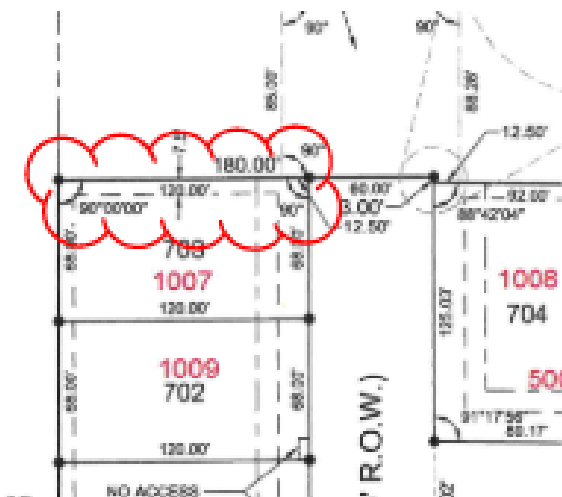
From: Connor, Greg <gconnor@F-W.com>

Sent: Monday, April 27, 2026 11:33 AM

To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>
Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>
Subject: FINAL Addressing for Grove 10th.pdf

Good morning all,

The owner of lot 703 in The Grove 10th Addition is looking to build a ranch on this lot, so we'll need to adjust the easement and possibly move the north lot line a few feet to the north. I believe I know the answer to my question, but does anyone have any facilities in this 7.5' wide easement? I don't believe anyone does but if you could simply respond to this email that you would have no objections to vacate part of the easement/lot line.



All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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Steve Law

From: Troemel, Greg <gtroemel@F-W.com>
Sent: Thursday, May 7, 2026 4:43 PM
To: Steve Law
Subject: Fw: FINAL Addressing for Grove 10th.pdf

Jim's reply!

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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From: Jim Karch <jkarch@cityblm.org>
Sent: Wednesday, May 6, 2026 11:29 AM
To: Troemel, Greg <gtroemel@F-W.com>
Subject: RE: FINAL Addressing for Grove 10th.pdf



Jim Karch reacted to your message:

From: Troemel, Greg <gtroemel@F-W.com>
Sent: Wednesday, 06 May 2026 16:25:21
To: Jim Karch <jkarch@cityblm.org>
Subject: Re: FINAL Addressing for Grove 10th.pdf

Thanks Jim. Yes, we have confirmed that the public street light path is via the 15' easement platted along the front yards along Bell Grove!

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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From: Jim Karch <jkarch@cityblm.org>
Sent: Wednesday, May 6, 2026 11:14 AM

To: Troemel, Greg <gtroemel@F-W.com>; Brett Lueschen <blueschen@cityblm.org>

Subject: Re: FINAL Addressing for Grove 10th.pdf

Greg, as long as you all have verified that the street lights won't be needing this for a provider path I'm good with the vacation.

Thanks,

Jim



Jim Karch, PE MPA
Engineering Director
Engineering Department

Phone: 309-434-2385

jkarch@cityblm.org

PO Box 3157

Bloomington, IL 61702-3157



From: Troemel, Greg <gtroemel@F-W.com>

Sent: Tuesday, May 5, 2026 4:49 PM

To: Jim Karch <jkarch@cityblm.org>; Brett Lueschen <blueschen@cityblm.org>

Subject: Fw: FINAL Addressing for Grove 10th.pdf

Good Afternoon Guys,

Steve Law asked that I check the box with both of you to affirm you do not have an objection to an easement vacation on Lot 703, in the Grove 10 Addition. The request would be to reduce a 7.5' side yard easement down to 5.0'. We have clearances from the other utility providers.

Thanks! GT

Greg Troemel / Land Development

o / 309.663.8435 c / 309.824.3026

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From: Connor, Greg <gconnor@F-W.com>

Sent: Monday, April 27, 2026 11:33 AM

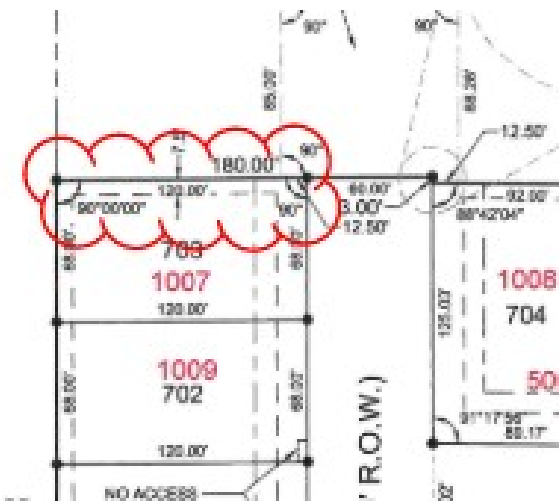
To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>

Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

Subject: FINAL Addressing for Grove 10th.pdf

Good morning all,

The owner of lot 703 in The Grove 10th Addition is looking to build a ranch on this lot, so we'll need to adjust the easement and possibly move the north lot line a few feet to the north. I believe I know the answer to my question, but does anyone have any facilities in this 7.5' wide easement? I don't believe anyone does but if you could simply respond to this email that you would have no objections to vacate part of the easement/lot line.



All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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Steve Law

From: Steve Law
Sent: Thursday, May 14, 2026 9:19 AM
To: Steve Law
Subject: FW: FINAL Addressing for Grove 10th.pdf

From: Brett Lueschen <blueschen@cityblm.org>
Sent: Thursday, May 14, 2026 7:46 AM
To: Troemel, Greg <gtroemel@F-W.com>
Cc: Steve Law <slaw@CityBlm.org>; Finlen, Neil <nfinlen@f-w.com>
Subject: RE: FINAL Addressing for Grove 10th.pdf

Greg,

The Water Department does not object to the side yard easement being reduced to 5' as long as there are no plans to place a water main between the properties.

Thanks,



Brett Lueschen
Water Director
Water Department
Phone: 309-434-2439
Cell: 309-728-2353
Email: blueschen@cityblm.org
603 W. Division St
Bloomington, IL 61701

From: Troemel, Greg <gtroemel@F-W.com>
Sent: Tuesday, May 5, 2026 4:49 PM
To: Jim Karch <jkarch@cityblm.org>; Brett Lueschen <blueschen@cityblm.org>
Subject: Fw: FINAL Addressing for Grove 10th.pdf

Good Afternoon Guys,

Steve Law asked that I check the box with both of you to affirm you do not have an objection to an easement vacation on Lot 703, in the Grove 10 Addition. The request would be to reduce a 7.5' side yard easement down to 5.0'. We have clearances from the other utility providers.

Thanks! GT

Greg Troemel / Land Development
o / 309.663.8435 c / 309.824.3026

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From: Connor, Greg <gconnor@F-W.com>

Sent: Monday, April 27, 2026 11:33 AM

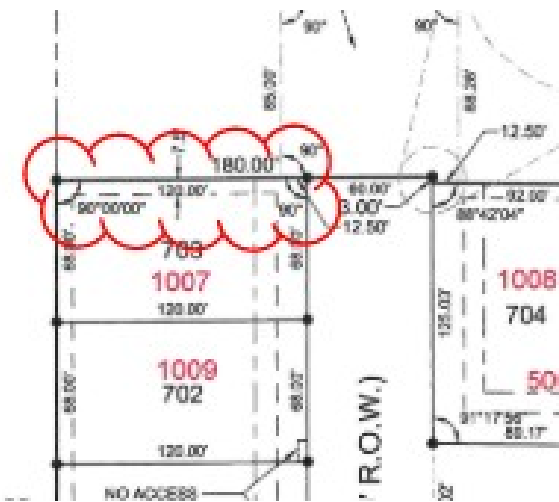
To: Greg Yakle <greg.yakle@cornbeltenergy.com>; McKinney, Matthew J. <mmckinn@southernco.com>; Jeff Taylor <jeff.taylor@metronet.com>; Gangloff, Adam <adam.r.gangloff@ftr.com>; Kausch, Paul <paul_kausch@comcast.com>; Dabrowski, Dan <Daniel_Dabrowski@comcast.com>

Cc: Finlen, Neil <nfinlen@F-W.com>; Troemel, Greg <gtroemel@F-W.com>

Subject: FINAL Addressing for Grove 10th.pdf

Good morning all,

The owner of lot 703 in The Grove 10th Addition is looking to build a ranch on this lot, so we'll need to adjust the easement and possibly move the north lot line a few feet to the north. I believe I know the answer to my question, but does anyone have any facilities in this 7.5' wide easement? I don't believe anyone does but if you could simply respond to this email that you would have no objections to vacate part of the easement/lot line.



All the best,

Greg Connor / Project Facilitator

o / 309.663.8435 d / 309.240.6412 c / 309.530.5244

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Consent Agenda Item No. 7.T.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Adopting a Code of Ethics as Proposed by the Ethics Committee of Bloomington/Normal, as requested by the Administration Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: On May 18, 2026 the Council, during a meeting of the Committee of the Whole, received and discussed a proposed Code of Ethics endorsed and supported by the Ethics Committee of Bloomington/Normal. The Council recognized that public trust in the conduct of elected officials is fundamental to good governance, and that adopting a code of ethical standards related to such conduct can be an important step toward building public trust.

Therefore, the Council directed that staff prepare a resolution adopting the proposed Code of Ethics, and deeming that said adoption is in the best interests of the health, safety, and welfare of the citizens of the City of Bloomington.

Community Groups/Interested Persons Contacted: Council discussed adopting a formal ethics policy at the May 18, 2026 Committee of the Whole meeting.

Financial Impact: N/A

Attachments:

1. Resolution
2. Resolution - Exhibit A - Proposed Code of Ethics

RESOLUTION NO. 2026 - _____

**A RESOLUTION ADOPTING A CODE OF ETHICS
AS PROPOSED BY THE ETHICS COMMITTEE OF BLOOMINGTON/NORMAL**

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

WHEREAS, the Council has received and discussed the proposed Code of Ethics endorsed and supported by the Ethics Committee of Bloomington/Normal during its meeting of the Committee of Whole on May 18, 2026; and

WHEREAS, the Council recognized that public trust in the conduct of elected officials is fundamental to good governance, and that adopting a code of ethical standards related to such conduct can be an important step toward building public trust; and

WHEREAS, the Council has deemed that it is in the best interests of the health, safety, and welfare of the citizens of the City of Bloomington to adopt and adhere to the proposed Code of Ethics for its City Council and Mayor.

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, and the Code of Ethics, as set forth in Exhibit A, is hereby adopted.

SECTION 2. Nothing in the adopted Code of Ethics is intended to, nor shall it be interpreted to, preempt the existing provisions of the City Code or Illinois State Officials and Employees Ethics Act.

PASSED this 26th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

A Code of Ethics

Proposed by the
Ethics Committee of Bloomington/Normal
for Consideration and Adoption by the
Bloomington and Normal Municipal Councils

A high ethical standard of conduct by public officials is central to the maintenance of public trust and confidence in government.

The members of the Bloomington city and Normal town councils wish to individually and collectively express their expectation and intent that all council members follow a high standard of ethical behavior in exercising their duties, responsibilities and judgment as council members.

All members of the council shall:

1. Handle civic affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and the Constitution.
2. Faithfully perform all duties as council members by studying municipal issues and by attending all sessions of the council and assigned committees, unless prevented from so doing by a compelling reason.
3. Avoid participation in any personal action which would result in a conflict of interest with municipal responsibility.
4. Refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees.
5. Respect the confidentiality of privileged information.
6. Refrain from accepting gifts, favors, or promises of future benefit, which could tend to impair independence of judgment or action as a council member.
7. Treat all colleagues, associates, constituents, employees, other public officials with respect.

The Council shall self-regulate adherence to the Code.

The Ethics Committee recommends that this Code be read aloud, signed as membership changes, and always posted in a prominent public place.

>>>>



Regular Agenda Item No. 8.A.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Establishing a Temporary Moratorium on Data Center Facilities with a Design Capacity of Greater than 5 Megawatts of Power in the City of Bloomington, Illinois, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background:

This Item, if approved, would institute a moratorium, anticipated to take no longer than 6 months (or upon the adoption of new regulations if sooner), on applications for hyperscale data centers, allowing time for additional research, public hearings with presentations from experts in the field and those involved in the public discourse. This would apply to larger centers in excess of 5 megawatts ("MW") capacity.

On April 28, 2025, the City adopted foundational zoning standards for data centers through updates to Chapter 44 of the Zoning Code. Before this amendment, data centers were treated simply as warehouses under the Code, with no specific operational, siting, or development standards. They were permitted in the M-1 and M-2 Manufacturing districts, with a Special Use permit required only when adjacent to a residential district boundary.

As opposed to allowing such a use to be classified as "warehousing", the 2025 amendment introduced a formal definition of "Data Center," distinguishing hyperscale, campus-type facilities from smaller modular or enterprise-level operations. Still allowed in M1/M2 with the residential special use requirement, the 2025 amendment primarily established baseline requirements for administrative site plan review; architectural treatment of building frontages; primary entrance design; buffering and screening; circulation and truck access; minimum parking ratios; and low-frequency noise limits along property lines.

The City recently began seeing potential interest in a hyperscale data center on land adjacent

to the City. As a result, the City held two public forums on May 6, 2026, to gather resident feedback and understand community priorities. Input from these sessions reflected a desire for more robust standards addressing long-term environmental impacts, noise, visual screening, infrastructure demands, and compatibility with surrounding land uses. With new industry information and best practices continuing to emerge, City staff concurs with many of the concerns and believes that additional, modernized regulatory tools are needed to ensure that any future hyperscale development can be evaluated comprehensively.

Community Groups/Interested Persons Contacted: Two public forums on May 6, 2026, and a discussion at the May 18, 2026, Committee of the Whole (COW)

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON DATA CENTER FACILITIES WITH A DESIGN CAPACITY OF GREATER THAN 5 MEGAWATTS OF POWER IN THE CITY OF BLOOMINGTON, ILLINOIS

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 for the protection of the public health, safety, morals, and welfare; and

WHEREAS, as a home rule entity, the City may impose limitations on land use, including establishing temporary restrictions for the purpose of determining whether, and to what extent, additional regulations are necessary to protect and promote the public health, safety, and welfare of the City and its residents; and

WHEREAS, the local community has clearly stated concerns that data centers, while serving an important role in supporting digital infrastructure, are believed to be resource-intensive uses that may require substantial amounts of electricity and water, potentially placing significant demands on local utility systems and natural resources; and

WHEREAS, the development and operation of such facilities may have additional impacts on the environment and surrounding community, including but not limited to concerns related to increased energy consumption, water use, noise, and changes to existing land use patterns; and

WHEREAS, questions remain regarding the adequacy of existing regulations to address the unique characteristics and impacts of data centers, as well as whether such uses represent the most appropriate or highest and best use of land, and

WHEREAS, the City has determined that revisions to the City Code regarding the operation of data centers are necessary, which may include prohibiting such uses, imposing more stringent regulations, or other potential changes necessary to protect the health, safety, morals, and welfare of the City and its residents; and

WHEREAS, any such changes to the City Code should, to the extent required by law, be consistent with applicable Illinois law governing data centers; and

WHEREAS, there is legislation currently pending before the Illinois General Assembly that, if enacted, would establish state-wide environmental, water, and energy regulations for data centers; and

WHEREAS, to ensure that these concerns have been fully evaluated, and in order to protect the public health, safety, and welfare while these matters are considered, the City finds it necessary to temporarily restrict the establishment of new data centers whose design power demand capacity exceeds 5 megawatts; and

WHEREAS, under its home rule authority, the City has the power to establish a temporary moratorium on the development of data centers within the City whose power demand capacity exceeds 5 megawatts for the limited and specific purpose of evaluating the various concerns

and developing a comprehensive set of regulations applicable to data centers that are consistent with State law and that protect the necessary to protect the public health, safety, and welfare of the City and its residents; and

WHEREAS, for these reasons, City Staff recommend, and the Mayor and City Council have determined, that the City impose a temporary moratorium on the receipt of applications for, the processing and approval of, and the issuance of, any type of permit or approval for data centers, and warehouses primarily used for computing, whose designed demand capacity may exceed 5 megawatts of power.

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

SECTION 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. A temporary moratorium is hereby established and enacted upon the receipt of applications for, the processing and approval of, and the issuance of any type of permit or approval for any data center whose designed power demand capacity may exceed 5 megawatts, including any warehouse or other structure intended to be used for such computing purposes (the "*Data Center Moratorium*"),

SECTION 3. Unless otherwise extended or terminated by action of the Council, the Data Center Moratorium shall be in effect for a period of 180 days from the effective date of this Ordinance, and the Director of Development Services or her designees are directed to deny or defer any such application or request during the Data Center Moratorium.

SECTION 4. While the Data Center Moratorium is in effect, the City Manager, the Director of Development Services, and the Corporation Counsel, or their respective designees, are authorized and directed to monitor and interpret state legislation affecting the regulation of data centers, and to research, evaluate, and propose a comprehensive set of land use regulations governing data centers for consideration by the City Council. The review shall explicitly, but not exclusively, address questions raised by the Bloomington City Council during the May 18, 2026, Committee of the Whole discussion on data centers, issues presented at the two public forums held on May 6, 2026, and how other cities are managing data center and related warehouse development.

SECTION 5. During the review period, the Bloomington Planning Commission or City staff hold a minimum of two public forums, at least one of which will include presentations from subject matter experts and/or other parties involved in the data center public discourse.

SECTION 6. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. 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, and shall take effect immediately upon approval and publication as required by law.

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Regular Agenda Item No. 8.B.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 44 with Text Amendments, Modifications, and Additions to the Zoning Code, Relating to (1) Definitions, (2) Use Permissions and Use Provisions for Mini Warehouses, (3) Screening for Roof-Mounted Mechanicals, (4) Sight Distance Requirements, (5) Creation and Implementation of a Secondary Front Yard, (6) Off-street Parking and Loading, (7) Fence Regulations, and (8) General Administrative Corrections, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 2: Housing. As a component of community revitalization, this includes addressing blight, preserving existing housing, supporting rehabilitation, advancing housing affordability, promoting proactive code enforcement, and improving residents' sense of safety and stability in their homes and neighborhoods. The need for additional housing within the community includes but is not limited to affordable housing, market-rate housing, and housing for seniors.

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The following are recommendations for improvements or additions to the existing Zoning Code of the City of Bloomington (Chapter 44), based on issues that have arisen from a variety of cases, inquiries, and changes in technology. Changes to the current Use Permissions and Use Provisions for Mini Warehouses seek to make proposals to convert existing buildings in or near the downtown area into storage facilities more feasible and align new development expectations with outcomes that are more friendly for pedestrians and the appropriate enforcement of onsite activities. Changes to the requirements for screening of roof-mounted mechanicals attempt to find a middle ground between eliminating all visual impacts of said mechanicals with the economic burden of installing visual mitigation. Changes to the Sight Distance requirements (Clear Sight Triangles) seek to clarify the existing code and to increase the safety of pedestrians and vehicle drivers. Adding a Secondary Front Yard (noticed as "Corner Side Yard") codifies the result of a number of Variances that the City has granted related to corner lot setbacks, improves clarity on the location and use of the different required yards in each zoning district, and protects the quasi-public nature of a front yard, while allowing corner property owners to make reasonable use of a greater portion of their

property. Changes to the fence regulations clarify location allowances, provide additional material and height allowances, and clarify property owner responsibilities. Changes to the Off-Street Parking and Loading regulations acknowledge recent and pending State legislation regarding enforcing minimum parking requirements. As of September 2025, the Town of Normal changed their permissions related to domestic animal ownership; the proposed amendments update the definition of “Kennel” to be consistent with the Town of Normal’s current definition. Administrative changes include correcting the omission of the R-D district from the Districts section.

Following appropriate notice, on May 7, 2026, the Planning Commission held a public hearing, received testimony, and subsequently voted 7-0-0 to recommend approval of the request with three modifications, agreeing with staff Findings of Fact that the request met all five standards to be considered for a Zoning Text Amendment.

During the public hearing, the Commission made three changes to the initially proposed language: (1) removal of the D-3 (Downtown Arts and Warehouse) District from the first-floor requirement in the Mini-Warehouse Use Provisions, (2) altering a "may" to a "shall" in § 44-1026B(2), and (3) additional exhibits identified for replacement related to required yards. All of these changes have been made and are reflected in the Amendments proposed for adoption. Additional internal feedback resulted in simplification of the language in § 44-1308C(2)(b)ii to provide the same result, by stating "Such screening shall provide at least 50% visual concealment," instead of "Such screening may be opaque or perforated, provided that where perforated materials are provided, not more than 50 percent of the face is open."

Community Groups/Interested Persons Contacted: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, April 10, 2026.

Financial Impact: Allowing the “Mini Warehouse” storage use as a Special Use may provide a pathway for the incremental improvement and reuse of older buildings in the downtown area. The potential reduction in cost for rooftop mechanical screening may allow improvement of existing buildings or reduce the cost of new development, while still protecting the community's visual quality. Creation of the Secondary Front Yard may allow corner property owners to develop a greater portion of their property, while still protecting quasi-public space. Changing the definition of "Kennel" to align with the Town of Normal may allow a greater portion of the local workforce to live locally by reasonably reducing restrictions related to companion animals.

Attachments:

1. Ordinance
2. Ordinance Exhibit A - Amendments
3. Ordinance Exhibit B - Findings of Fact

ORDINANCE NO. 2026 - _____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 44 WITH TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO THE ZONING CODE, RELATING TO (1) DEFINITIONS, (2) USE PERMISSIONS AND USE PROVISIONS FOR MINI WAREHOUSES, (3) SCREENING FOR ROOF-MOUNTED MECHANICALS, (4) SIGHT DISTANCE REQUIREMENTS, (5) CREATION AND IMPLEMENTATION OF A SECONDARY FRONT YARD (6) OFF-STREET PARKING AND LOADING, (7) FENCE REGULATIONS, AND (8) GENERAL ADMINISTRATIVE CORRECTIONS

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to (1) Definitions, (2) Use Permissions and Use Provisions for Mini Warehouses, (3) Screening for Roof-Mounted Mechanicals, (4) Sight Distance Requirements, (5) Creation and Implementation of a "Corner Side Yard" which later became called a “Secondary Front Yard,” (6) Off-street Parking and Loading, (7) Fence Regulations, and (8) General Administrative Corrections; and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, on May 7, 2026, conducted a public hearing on said request for text amendments to the Zoning Code, as set forth in Exhibit A (“AMENDMENTS”); and

WHEREAS, following said public hearing, the COMMISSION adopted Findings of Fact, attached hereto as Exhibit B (“”), that the proposed AMENDMENTS are in the public interest with minor modifications as described in the FINDINGS and voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the AMENDMENTS attached to this Ordinance reflect the COMMISSION’s recommended changes to the initially presented amendment language; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

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

SECTION 2. The City Council hereby adopts the FINDINGS of the COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. 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 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. 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.

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Amendments to (Ch.44) the Zoning Code of the City of Bloomington, Illinois

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

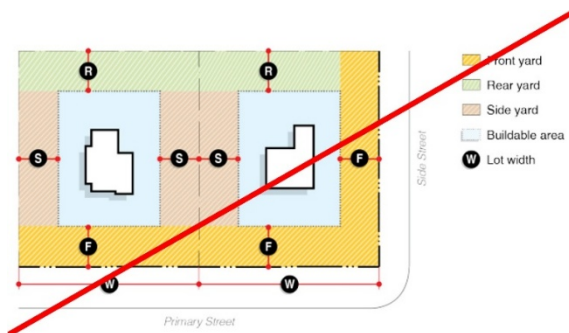
§ 44-201B(2) Residential Districts:

- R-1A Single-Family Residence District
- R-1B Single-Family Residence District
- R-1C Single-Family Residence District
- R-2 Mixed Residence District
- R-3A Multiple-Family Residence District
- R-3B Multiple-Family Residence District
- R-4 Manufactured Home Park District
- R-D Downtown Residence District
- GAP 1
- GAP 2
- GAP 3
- GAP 4

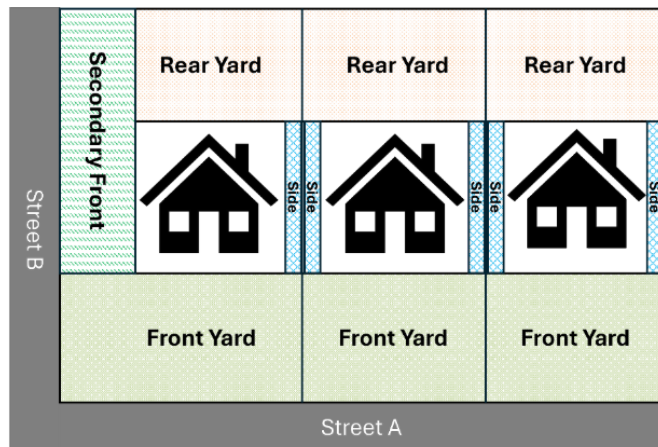
§ 44-303 Agricultural bulk and site standards.

- A. Site Dimensions Table. All development in Agricultural District must comply with the requirements in Table 303A and Diagram 303A unless otherwise expressly stated.
- B. Where a Front Yard and Secondary Front Yard exist, the required minimum Secondary Front Yard shall be the average of the minimum required Front Yard and minimum required Side Yard for the subject District.

REPLACE DIAGRAM 303A



WITH DIAGRAM 303A:

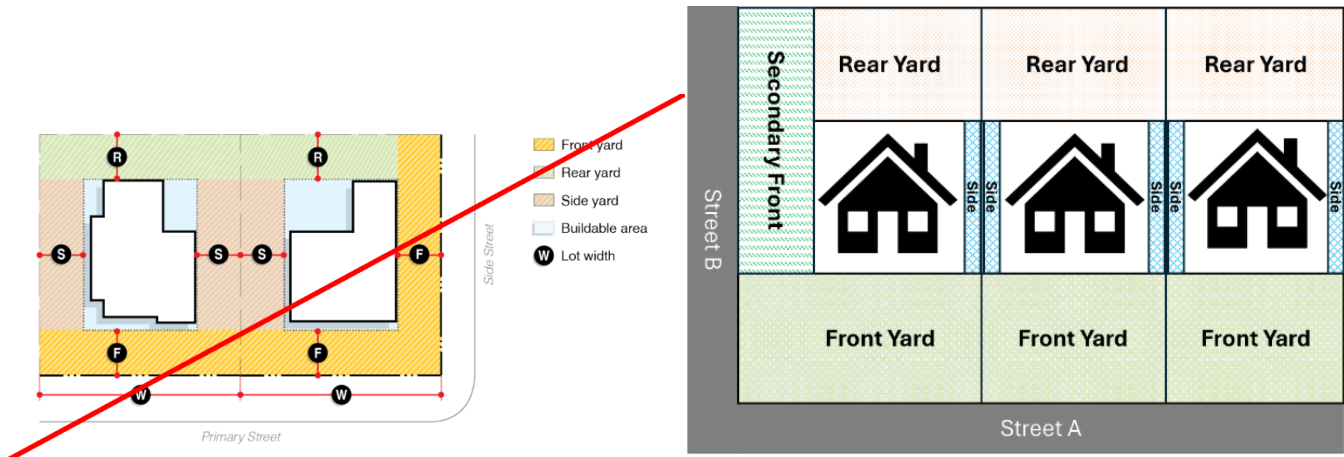


§ 44-403 Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts District must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.
- B. Where a Front Yard and Secondary Front Yard exist, the required minimum Secondary Front Yard shall be the average of the minimum required Front Yard and minimum required Side Yard for the subject District.

REPLACE DIAGRAM 403A

WITH DIAGRAM 403A:



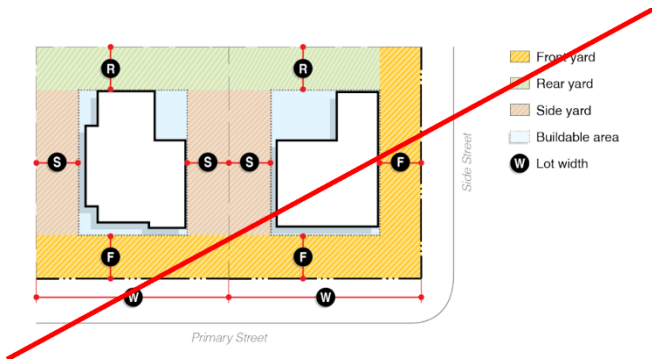
§ 44-502B. Allowed Uses Table

| | B-1 | B-2 | C-1 | D-1 | D-2 | D-3 | Reference |
|------------------------------------|----------------|-----|-----|----------|----------|----------|-----------|
| Storage and Equipment Yards | | | | | | | |
| Mini Warehouses | S | | | <u>S</u> | <u>S</u> | <u>S</u> | § 44-1026 |
| Parking Lot, Commercial | S | S | S | S | S | S | |
| Warehouse | P ¹ | | S | | | P | |

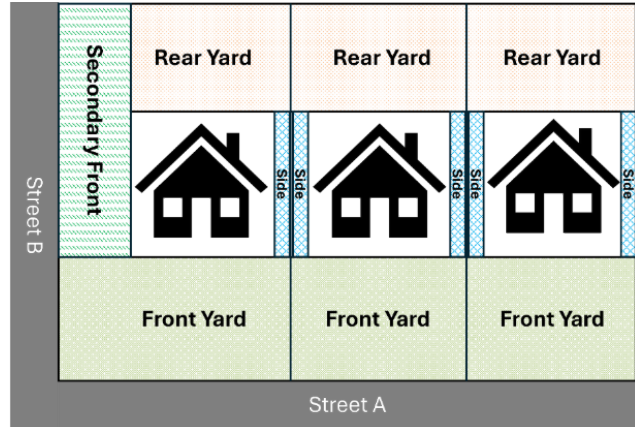
§ 44-503 Business district bulk and height standards.

- A. Site Dimensions Table. All development in Business Districts must comply with the requirements in Tables 503A and 503B and Diagram 503A, unless otherwise expressly stated.
- B. Where a Front Yard and Secondary Front Yard exist, the required minimum Secondary Front Yard shall be the average of the minimum required Front Yard and minimum required Side Yard for the subject District.

REPLACE DIAGRAM 503A



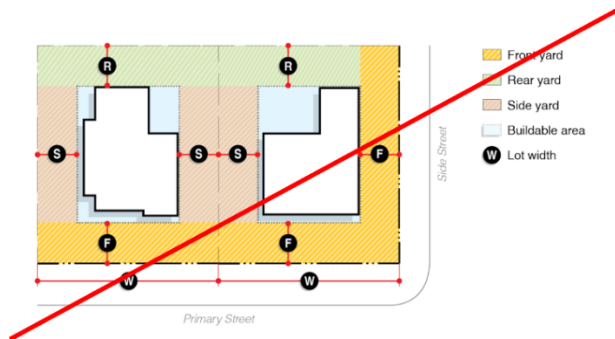
WITH DIAGRAM 503A:



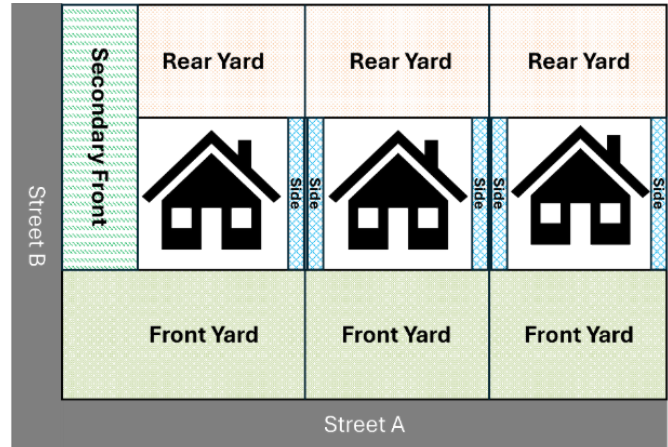
§ 44-603 Site development standards.

- A. Site Dimensions Table. All development in Manufacturing Districts must comply with the requirements in Table 603A and Diagram 603A unless otherwise expressly stated.
- B. Where a Front Yard and Secondary Front Yard exist, the required minimum Secondary Front Yard shall be the average of the minimum required Front Yard and minimum required Side Yard for the subject District.

REPLACE DIAGRAM 603A



WITH DIAGRAM 603A:

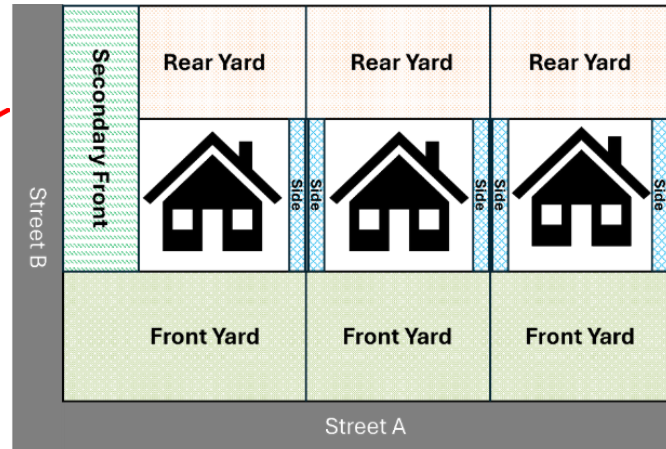
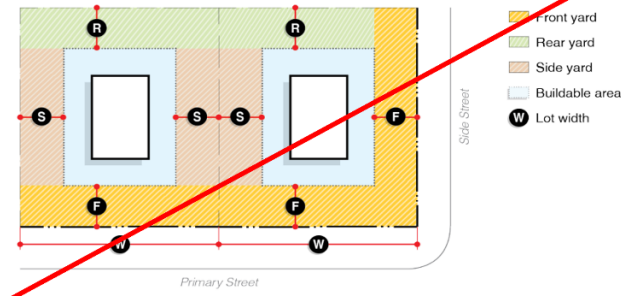


§ 44-703 Site development standards.

- A. Site Dimensions Table. All development in Public Interest Districts must comply with the requirements in Table 703A and Diagram 703A unless otherwise expressly stated.
- B. Where a Front Yard and Secondary Front Yard exist, the required minimum Secondary Front Yard shall be the average of the minimum required Front Yard and minimum required Side Yard for the subject District.

REPLACE DIAGRAM 703A

WITH DIAGRAM 703A:



§ 44-906 Access for buildings.

Every building hereafter erected or moved shall be on a lot that abuts upon a public street, or with access to an approved private street, public place, or lot in common ownership, and all structures shall be so located on lots as to provide safe and convenient access for servicing, rescue and fire protection vehicles and required off-street parking.

§ 44-908 Accessory buildings and uses other than fences.

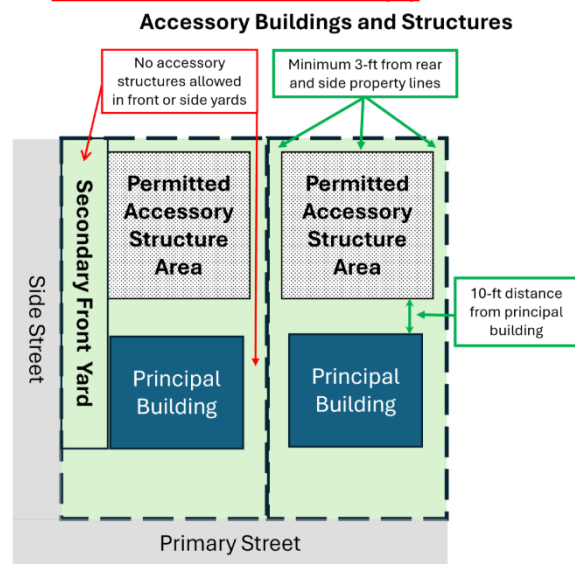
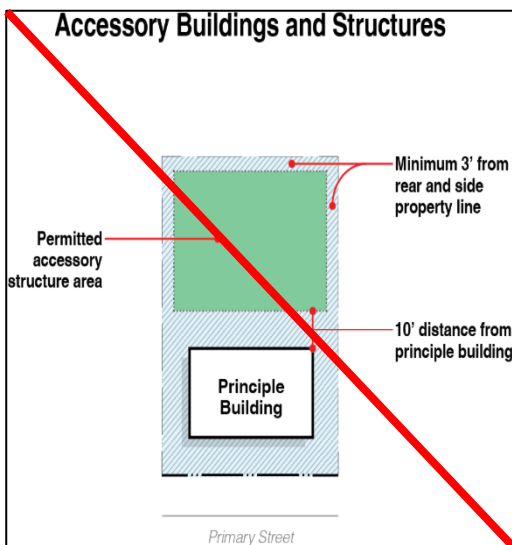
...

D. Except for fences, an accessory building or structure hereafter constructed, erected, placed, structurally altered, enlarged, or moved, except as otherwise permitted in this Code shall be subject to the following bulk requirements:

- (1) Except for roadside markets, no accessory building or structure shall be permitted within the required front or side yards of a lot, as set forth in each district. This restriction applies to required primary and secondary front yards.
- (2) Accessory buildings and structures shall comply with Table 908...

REPLACE DIAGRAM 908D(2)

WITH DIAGRAM 908D(2)



(3) The foregoing height limits shall not apply to telecommunication antennas and telecommunication antenna facilities authorized pursuant to Article IV and X of this Code.

(4) The gross floor area of an accessory building or structure to be constructed in any zoning district shall not exceed 30% of the rear yard, nor shall it exceed following:

(a) In an agricultural district or the R-1A, R-1B, R-1C, R1-H, R-2, or R-4 District, the gross floor area of an accessory building or structure shall not exceed the ground floor of the principal building or 1,000 square feet, whichever is less.

(b) In a business district, manufacturing district, public interest district or the R-3A or R-3B District, the cumulative gross floor area of an accessory building or structure in combination with the principal structure(s) shall comply with the gross floor area regulations for the zoning district in which it is located.

(c) Where a secondary front yard exists, the portion of the secondary front yard that is to the rear of the principal structure may be counted as "rear yard" for the purposes of calculating allowable gross floor area of an accessory building or structure. No accessory buildings or structures are allowed in secondary front yards, unless explicitly permitted by § 44-904 (Permitted Encroachments).

§ 44-909 Sight Distance Requirements (Clear Sight Triangle).

All properties shall maintain an area of unobstructed view (the "Clear Sight Triangle") at every intersection of an adjoining street with other streets, alleys, and driveways. Clear sight triangles are three-dimensional zones clear of visual obstruction at the intersection of two streets, or a street and a path of access to private property, to provide for the safe movement of vehicles and pedestrians.

A. Height. Clear sight triangles shall be free of structures and other opaque, or substantially opaque, objects between a height of two-and-a-half (2.5) and 10 feet, measured from the nearest street top-of-curb (or edge of pavement where curbs are not present).

B. Horizontal Measurement. The distances used to determine the size of a clear sight triangle shall be measured from the private property line adjacent to the street being protected by the triangle. In cases where public sidewalks are located on private property (instead of right-of-way), distances shall be measured from the back (building-side) of the sidewalk.

(1) At street intersections. Except in the D-1 (Central Business) District, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to impede visibility between a height of 2 1/2 feet and 10 feet above the top curblines of At the intersection of two (2) or more public or private streets, the horizontal footprint of the clear sight triangle shall be the area formed distance from the intersection of the private property lines (formed by the intersecting streets), outward along said lines for the required distance (see Table § 44-909B), with the hypotenuse (third side of the triangle) created by connecting the two end points, as illustrated in Figure 909. in the area defined by the visibility triangles illustrated in Figure 909.

(2) At the intersections of streets with alleys and or driveways. Except in the D-1 Central Business District, at the intersection of a public or private street with a public or private driveway or alley no landscaping shall be placed, planted or

~~allowed to grow in such a manner as to impede visibility between a height of 2-1/2 and 10 feet above the curb top elevation of the street within The visibility clear sight triangle horizontal footprint at alleys and driveways is an area formed by from the intersection of the edge of the driveway and the property line (or any public or private perimeter sidewalk; whichever is further from the street), outward 10 feet along the driveway or alley (into the private property) and 10 feet outward, parallel to the street, the street curbline intersection with the driveway or alley pavement line, and with the hypotenuse (third side of the triangle) created by connecting said curbline and said pavement line at distances from their intersection equal to 20 feet along the driveway or alley line and along the street curbline the two end points, as illustrated in Figure 909.~~

- C. Landscaping. All landscaping within clear sight triangles described herein shall provide unobstructed cross-visibility. Trees and shrubs shall be allowed, provided they be trimmed in such a manner that no limbs or foliage extend in the clear sight triangle, and provided they are located so as not to create a traffic hazard. Except for required solid sod or ground cover, landscaping shall not be located closer than three (3) feet from the edge of any accessway pavement.
- D. Increased requirements. Nothing in this Code is intended to prohibit the City from requiring a larger clear sight triangle if warranted by topography, utilities, or other items affecting public safety.
- E. Administrative modification. Modifications to Clear Sight Triangle requirements may be approved through Site Plan Review as in § 44-1709, with the approval of the Zoning Administrator and City Engineer, if a determination is made that such modification would 1) be appropriate due to the site topography, right-of-way width, or access characteristics of a particular property, and 2) still provide safe and appropriate ingress and egress for vehicles and pedestrians.
- F. Exemptions.
 - (1) Clear sight triangle requirements are not applicable to the buildable area of a Lot (the area where a principal structure may be located).

REPLACE DIAGRAM 909A:

WITH DIAGRAM 909A:

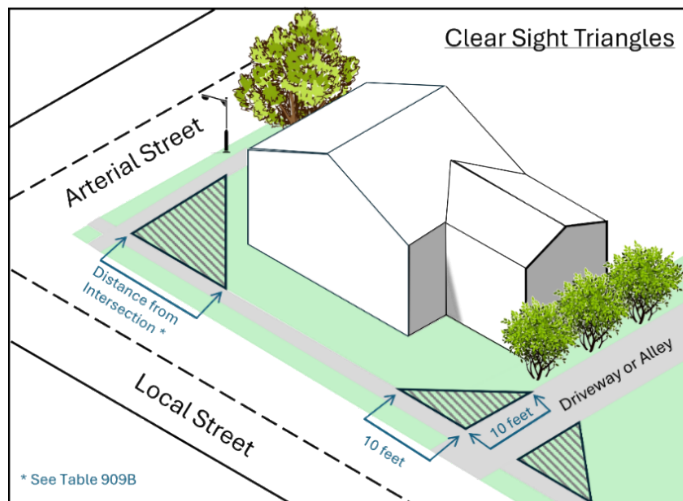
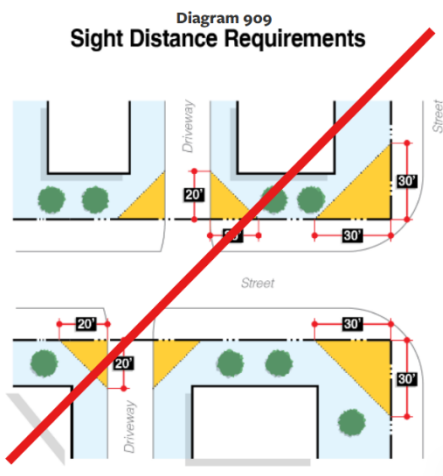


Table § 44-909B

| <u>Clear Sight Triangle Requirements</u> | |
|-------------------------------------------------|------------------------------------------|
| <u>Intersecting street type</u> | <u>Distance from intersection</u> |
| <u>Arterial</u> | <u>25 feet</u> |
| <u>Collector</u> | <u>20 feet</u> |
| <u>Local</u> | <u>15 feet</u> |

§ 44-910 Fence regulations.

A. General standards. Fences erected in the City of Bloomington shall comply with the following standards.

- (1) Subject to compliance with all of the other restrictions of this section, a fence may be located near or on a lot line and but shall not protrude in full or in part onto any adjacent property or right-of-way. At the side or rear property lines, if a fence is not located on the property line a minimum setback of three (3) feet from the property line or other greater required distance to allow for maintenance of the fence and yard area falling outside the fenced area shall be provided. This standard is meant to ensure that reasonable gap is provided between parallel-running fences or other structures on adjoining properties for the purpose of allowing the maintenance of the land and any underlying utilities between fences.
- (2) ~~The fence height shall be measured from the established grade on the fence owner's property to the top most section of said fence.~~ Prior to installation of any fence a permit shall be acquired from the Development Services Department.
- (3) All supporting poles must be placed on the inside of the property where the fence is erected, and the finished side must face out away from the property.
- (4) It shall be the duty of each property owner to determine property lines and to ascertain that the fence thus constructed does not deviate from the plans as approved by the Development Services Department and the fence does not encroach on another lot or parcel of land. The issuance of the permit by the City shall not be construed as to mean the City has determined the fence is not encroaching on another lot, nor shall it relieve the property owner of the duty imposed on him or her to determine the location of property lines.
- (5) Easements. Fences may be located within easement areas, provided proper permission has been granted.
 - a) ~~No fence shall~~ A fence may be constructed in ~~any~~ drainage or access easement with prior written consent from the City Engineer and all other benefiting party(s) to said easement.
 - b) ~~No fence shall~~ A fence may be constructed in any utility easement ~~except wherein when~~ a release has been given in writing by 1) all organizations having existing utilities in the easement approving the location and construction of the proposed fence, and 2) the owner(s) of the property absolving the City and/or utility company

from all liability and damages resulting from the repair, inspection, maintenance, installation, or removal of utilities. The City and/or utility shall in no way be held liable for the replacement, repair, or re-erection of any fence within said easement.

- c) The process for gaining consent to construct a fence in an easement may require the applicant to provide stamped engineered drawings and/or land surveys, the cost of which will be borne solely by the applicant attempting to acquire such consent.
 - d) Proof of consent shall be submitted at the time of application for any associated permit. Failure to submit appropriate consent may result in rejection of the application.
- (6) Lots with an approved access approach that is interior to a subdivision and has an additional frontage on an exterior street, the exterior street frontage shall be considered a rear yard for the purposes of these fencing regulations.

B. Fence Height.

- (1) The fence height shall be measured from the established grade on the fence owner's property to the top most section of said fence.
- (2) Fences in required yards are limited in height; see Table § 44-910C. Fences outside required yards are limited to the height of Accessory Structures in the zoning district in which they are located; see Table § 44-908D(2).
- (3) On Residential District corner lots, in the required Secondary Front Yard behind the rear face of the principal structure closest to the street, fences are allowed to extend up to six (6) feet in height; see Diagram 910. If increased above four (4) feet in height, a minimum setback of three (3) feet from the front property line shall be provided. All fences in any required front or secondary front yard must be at least 50% transparent and must still comply with clear sight triangle requirements per § 44-909.
- (4) Fences may be allowed to exceed the height requirements in Table § 44-910C along interstate, arterial road, or railroad right-of-way, with approval of the Zoning Administrator, provided the fence does not exceed a height of eight (8) feet.

C. Fence materials.

- (1) Residential District fences shall not be constructed of wire mesh, barbed wire, electrically charged fence, or topped with sharp-edged material. In residential districts, chain-link fence may be allowed in the rear or side yard. If viewable from the right of way, chain-link shall have a black, green, or other similar type coating to reduce visual impact.
- (2) In all other districts, except in the aAgricultural, mManufacturing and P-3 (Airport) Districts, fences shall not be constructed of chain link unless coated in black, green, or other similar color to reduce visual impact, wire mesh, barbed wire, electrically charged fence, or topped with sharp-edged materials.
- (3) Fences located in a required primary or secondary front yard or in a clear sight triangle – either at a street intersection or a driveway or alley intersection – must have a minimum

transparency (area you can see through) of at least 50% above two-and-a-half (2.5) feet from the ground, per § 44-909.

- (4) Materials restricted herein may be considered and approved in accordance with well-established standards or practices related to a particular use, at the discretion of the Director of the Department of Development Services for the City of Bloomington, Illinois, or his or her designee. The City may condition the approval of fences constructed of restricted materials to be removed upon cessation of the associated use.

ED. Maximum fence height in required yards.

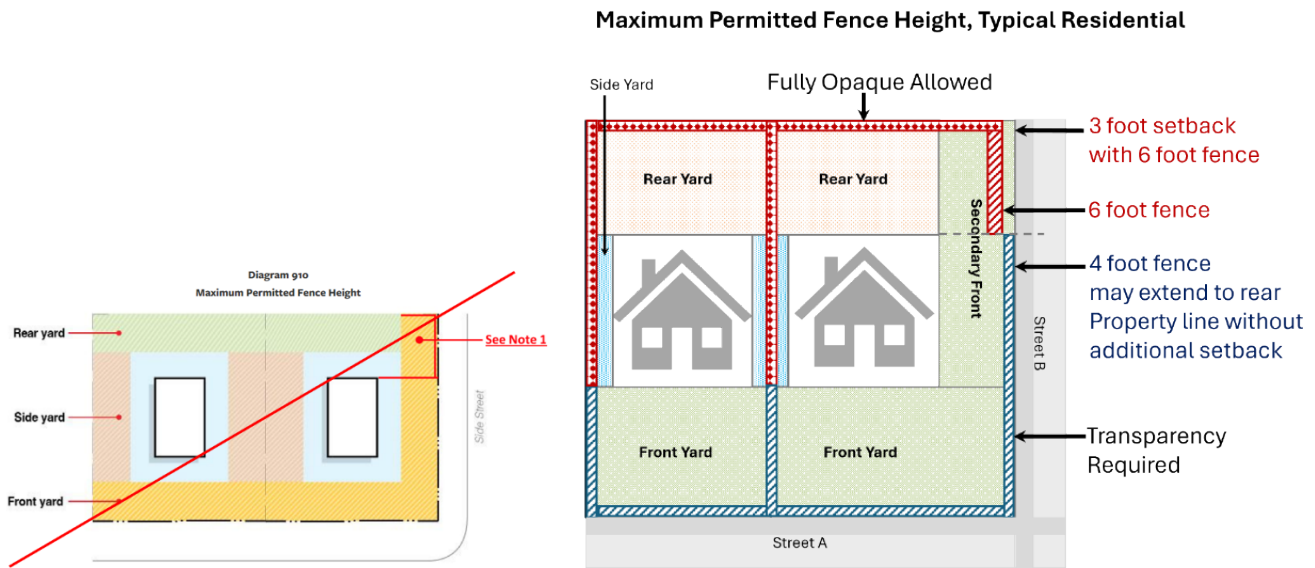
| Table 910: Maximum Permitted Fence Height | | | | |
|-------------------------------------------|---------------------|--------------------|--------------------|-----------------------------------|
| Districts | Required Front yard | Required Side Yard | Required Rear Yard | Any Location No Fence Taller Than |
| Agricultural Districts | 8 feet | 8 feet | 8 feet | 8 feet |
| Residential Districts | 4 feet | 6 feet | 6 feet | 6 feet |
| Business Districts | 4 feet | 8 feet | 8 feet | 8 feet |
| Manufacturing Districts | — | — | — | — |
| Public Interest Districts | 4 feet | 8 feet | 8 feet | 8 feet |

Notes:

1. ~~On Residential District corner lots, fences are allowed to extend up to six feet in height in the front yard area immediately adjacent to the nearest rear corner of the principal structure closest to the street. Fences over four feet in height must maintain a minimum setback of three feet from the front yard property line and may not impact sight distance requirements per § 44-909.~~

REPLACE DIAGRAM 910

WITH DIAGRAM 910:



§ 44-1026 Mini warehouses.

A. New or Redevelopment

(1) Buffers and screening. In addition to the requirements of Article XIII of this Code, the following minimum buffers and screening shall be required.

- ~~a. A six-foot high opaque fence shall be required around the perimeter of the lot to be used as a mini-warehouse site.~~
- ~~b. A chain link or wire mesh fence interlaced or interwoven with opaque strips may qualify as meeting the requirements for a solid opaque fence, if approved by the Zoning Administrator.~~
- a. Perimeter fencing shall be at least 50% transparent along all public streets, private streets, or public ways.
- b. A landscaping strip, 12 feet in width, shall be provided along all street frontages and along borders where a mini-warehouse site abuts any Residential District. Such buffer shall be provided outside of any fencing surrounding the site.

(2) Site circulation.

- a. All one-way driveways shall provide for one ten-foot wide parking lane and one fifteen-foot wide travel lane. Traffic direction and parking shall be designated by signing or painting.
- b. All two-way driveways shall provide for one ten-foot wide parking lane and two twelve-foot travel lanes.
- c. The parking lanes may be eliminated when the driveway does not serve storage cubicles.

B. Conversion

(1) Mini warehouses in the Downtown (D-1 and D-2) Districts shall be permitted only when located above the first story above grade.

(2) New exterior components shall comply with all appropriate screening and setbacks. Existing screening from the right of way by buildings shall replace fencing or landscaping screening requirements.

C. Lighting. As part of any application package for a Mini Warehouse use, the Applicant shall provide a lighting plan demonstrating compliance with § 44-911D (Outdoor lighting), including any operational assumptions or equipment requirements necessary for compliance. The final, approved light plan will become an attachment to any Special Use Permit or Occupancy permit and compliance will be required for the duration of the existence of the use.

~~C. D. Maximum floor area. No storage cubicle shall have a gross floor area greater than 5,000 500 square feet.~~

~~D. Building height. The maximum permitted building height shall be 35 feet or two stories, whichever is lower.~~

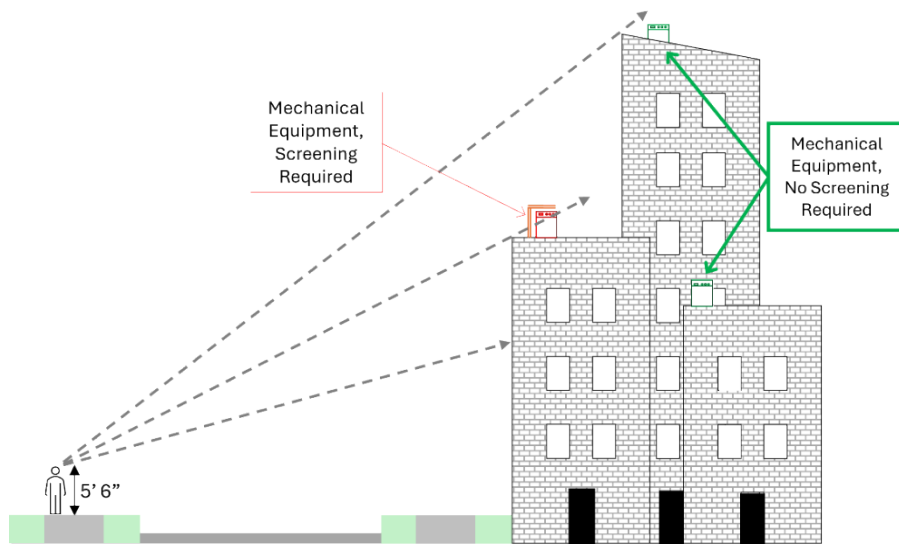
~~E. The following minimum site and bulk standards shall be required for the siting and development of any mini-warehouse facility.~~

| Table 1026: Mini Warehouses Site and Bulk Standards | | | | |
|------------------------------------------------------------|-----------------------|------------------------------|------------------|------------------|
| Lot Standards | | Site Design Standards | | |
| Min. Lot Area | Min. Lot Width | Front Yard | Side Yard | Rear Yard |
| 2-acres | 100-foot | 20-foot | 20-foot | 20-foot |

§ 44-1308C. Mechanical units.

- (1) Ground mounted mechanical units. Ground-mounted mechanical units, including but not limited to: air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment, that are visible from an adjacent right-of-way shall be screened from public view. The screen shall be designed and established so that the area or element being screened is no more than 20% visible through the screen.
- (2) Roof mounted mechanical units. For all developments other than single-family residential, all roof-mounted mechanical units shall be screened to block all parts of the equipment from visibility from line of sight from the edge of the right-of-way opposite the building, or from a distance of 60-feet on public or private property that serves the function of right-of-way. Line of sight shall be measured from a height of five-feet six-inches (5'6") above grade. their full height by an opaque screening material that is compatible with the architecture of the building or through integrated building architecture, such as a parapet wall.
 - a) Standards.
 - i. The screening must be permanently attached to the building and must meet the requirements of the City's Building Code (Ch. 10).
 - ii. Existing screening which requires major alteration or replacement must meet the requirements of this section.
 - b) Materials.
 - i. Screening material that is compatible with the architecture of the building or through integrated building architecture is required. The use of wood, in whole or in part, as a screening material is not considered architecturally compatible unless the building is constructed with a wood exterior.
 - ii. Such screening shall provide at least 50% visual concealment.
 - c) Exemptions. Solar panels, antennas, exhaust pipes, and chimneys are exempt from this requirement.

Figure § 44-1308C(2)



§ 44-1606 Definitions “E.”

...

ENERGY STORAGE SYSTEM (ESS)

A technology that can capture energy produced at one time and store it for use at a later time. Sizes range from small-scale residential systems that function as accessory mechanicals, to primary-use utility-scale (at least 1 MW) grid-balancing systems. ESS includes Battery Storage, Pumped Hydro Storage, Thermal Storage, and Mechanical Storage. ESSs may be paired or co-located with other generation resources.

...

§ 44-1612 Definitions "K."

...

KENNEL

Any premises or portions thereof on which four or more of the same species of dogs, cats, or other household domestic animals over four months of age are kept, or on which more than two such animals are maintained, boarded, bred or cared for in return for remuneration, or are kept for the purpose of sale.

...

§ 44-1614 Definitions “M.”

...

MECHANICAL EQUIPMENT

Other than public or private utility provider equipment, mechanical equipment includes equipment commonly associated with the heating, cooling, plumbing, or electrical systems of structures (i.e., air conditioning compressors, generators, etc.). Mechanical equipment does not include solar panels.

§ 44-1626 [Ch. 44, 16-26] Definitions "Y."

...

YARD

An open space, on the same lot with a building or structure, unoccupied and unobstructed from its lowest level to the sky, except as otherwise permitted by the bulk and site regulations of the subject District, or by in § 44-904, Permitted encroachments, of this Code.

A. FRONT

A yard between the front lot line and a principal structure. ~~A front yard shall be established along with frontages of a corner lot as required by the bulk and site standards for each zoning district in this Code.~~ The Front Yard (also called the Primary Front Yard) of a corner lot shall be defined as the yard adjacent to the front lot line with least linear frontage. The Primary Front Yard is frequently the yard adjacent to the front of a building.

B. REAR

A yard across the rear of the lot between the rear lot line and a principal structure and extending from one side lot line to the other, or from one side lot line to the Secondary Front Yard.

C. SIDE

A yard extending from the required front yard to the required rear yard or, in the absence of any clearly defined rear lot line, to the point on the lot farthest from the intersection of the lot line involved with the public street.

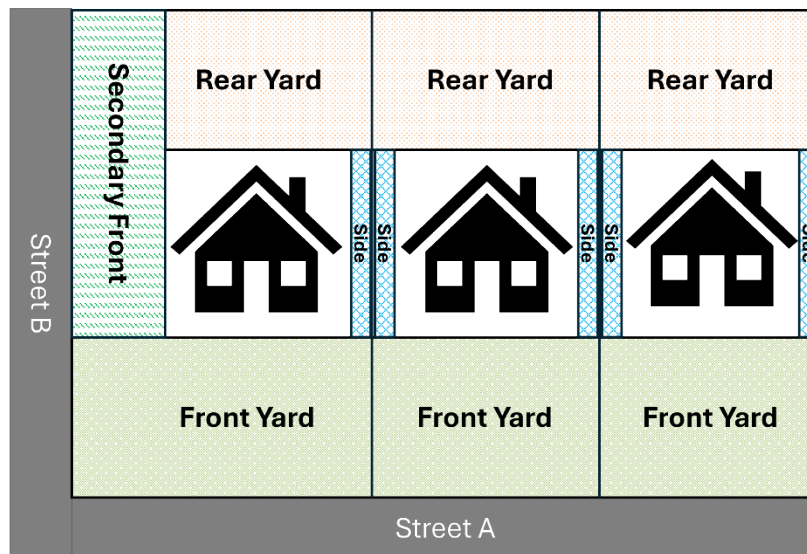
D. SECONDARY FRONT

A yard on a corner lot between a front lot line and a principal structure, adjacent to a secondary street. The Secondary Front Yard of a corner lot shall be defined as the yard adjacent to the front lot line with the most linear frontage.

E. REQUIRED

Any yard on any property that is required by the Bulk and Site Standards of the District. Required yards are measured from the inside of each property line to provide setbacks or build-to lines that result in the buildable area for principal structures on the lot. The dimension of a required yard may be smaller than the dimension of the yard overall.

Figure 44.1626-A. Yard Locations



...

§ 44-1709C(3) The site plan shall be prepared to scale and provide the following information on one or more sheets to permit the review of compliance with the relevant standards and provisions:

- (a) Legal description, or common address and PIN;
- (b) North-points;
- (c) The boundary lines of the property in question, and any encumbrances on the property, including but not limited to future right-of-way, access, drainage, or utility easements;
- (d) Size, location, height, number of stories, building design, and arrangement of proposed buildings and structures and existing buildings and structures...



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 the **City of Bloomington** (APPLICANT), in **case Z-05-26**, related to **Text Amendments** to the Zoning Code relating to (1) Definitions, (2) Use Permissions and Use Provisions for Mini Warehouses, (3) Screening for Roof-Mounted Mechanicals, (4) Sight Distance Requirements, (5) creation and implementation of a "Corner Side Yard," (6) Off-street Parking and Loading, (7) Fence Regulations, and (8) general administrative corrections (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **May 7, 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 TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, lack of clarity), and reduce conflicting interaction of the Zoning Code, Property Maintenance Code, and Manual of Practice. This helps provide a clear and comprehensible development review process that is fair and equitable to all interests. The addition of definitions to provide clarity in administration and the creation of supplemental exhibits is also consistent with this goal. In addition, the amendments codify practices that have been repeatedly implemented via the granting of Variances or waiver of Use Provisions, supporting creative and innovative proposals to enhance the benefits of development to the Bloomington community.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Property values should not be diminished by the proposed changes. Corner lots will have greater access to a buildable area of their property, while still protecting the quasi-public nature of streets and sidewalks. Fencing modifications provide more practical application of materials while still lending credence to the potential visual impact of perimeter fencing in urban areas. Fencing and accessory structure location restrictions (as well as processes to override such) have been clarified to protect public utilities and private property owner investment. Clear Sight Triangles have been clarified to allow better community understanding and permitting administration, but also to reduce the burden on the private property owner to the least possible extent that still appropriately protects public safety. Properties adjacent to buildings with rooftop mechanicals may now be able to see equipment from the rear yard that was previously required to be screened on all sides, but those same properties were also required to screen ground-mounted mechanicals only from the right-of-way, so the difference in visual imposition is not significant, while the cost-savings to the developer of the structural support and screening is significant. Not requiring fully surrounded visual screening does not prohibit a requirement for fully surrounded screening related to sound attenuation, if necessary.

3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Some assumed reduction in privacy could be interpreted by the new requirement for semi-transparent fencing in front yards, but in actual practice most front yards are not fenced or are already fenced in in materials that would comply. The increased clarity and protection for easements supports public health and general welfare of the public funds responsible for maintaining and repairing potentially impacted utilities; it does not destroy property values but may result in a need for some property owners to adjust expectations related to perimeter fencing which could be seen as not ideal.

4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The adjustments to Mini Warehouse permissions have been clearly expressed as a desire by developers in the last few years, and the demand is likely to increase as residential development gets smaller in an attempt to make it more affordable. The remaining amendments do not change the uses allowed, but make modifications that improve safety, buildability, and resident comfort.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. Replacing the “required yards” diagrams in § 44-303, § 44-403, § 44-503, § 44-603, § 44-703, and § 44-910, instead of replacing the diagram only in § 44-910; and
2. Changing the Downtown Districts in which Mini Warehouses are permitted only when located above the first story above grade to only D-1 and D-2, instead of in all Downtown Districts (D-1, D-2, & D-3; § 44-1026B(1); and
3. Changing language regarding existing screening in § 44-1026B(2) to “Existing screening from the right of way by buildings *shall* replace fencing or landscaping screening requirements,” instead of “...*may* replace fencing or landscaping screening requirements.”

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Beyer, Cullen, Lewis, Muehleck, Mosley, Peradotti, Prior

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

5/13/2026 | 1:41 PM CDT

Date



Regular Agenda Item No. 8.C.

For City Council: May 26, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending Chapter 2 of the Bloomington City Code to Amend the Rules for Conduct of Meetings, as requested by the Mayor Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: When amendments to a pending motion are introduced without advance notice, it creates significant challenges for staff and for the members responsible for voting. Staff are often required to craft final language in real time, which increases the risk of unintended wording errors and can make it difficult to ensure that the amended motion accurately reflects the body's intent. At the same time, members may be asked to vote on language they have not had adequate time to review, leading to confusion and uncertainty about the substance and effect of the amendment. To promote clarity, accuracy, and transparency, any non-routine amendments, including those involving substantive policy changes rather than minor corrections such as scrivener's errors or simple date or amount adjustments, should be submitted in advance or deferred for consideration at the next scheduled meeting. This ensures staff can prepare precise language and members can make fully informed decisions.

Community Groups/Interested Persons Contacted: Council discussed the proposal during the May 18, 2026, Committee of the Whole meeting.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Motion to Amend

ORDINANCE NO. 2026 - _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE BLOOMINGTON CITY CODE TO AMEND THE RULES FOR CONDUCT OF MEETINGS

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

WHEREAS, the Illinois Municipal Code authorizes the City Council to “determine its own rules of proceeding,” and the Council has established such rules, including § 2-208 of the Bloomington City Code; and

WHEREAS, the City Council finds it in the best interest of the City to adopt the proposed Code changes outlined in the attached Exhibit A.

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

SECTION 1. Chapter 2 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. Except as expressly modified herein, all other provisions of the Code shall remain in full force and effect.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 26th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Exhibit A

§ 2-208[Ch. 2, Sec. 18] Rules for conduct of meetings.

A. The following rules shall govern the Council in its deliberations:

...

(5) Questions of parliamentary law at the meetings of the Council shall be addressed as provided below. . .

(b) Procedural motion. The following enumeration of procedural motions are in order. . .

~~[12] Motion to amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last offered amendment is disposed of by a vote.~~

(a) General Rule. A motion to substantively amend an agenda item shall be submitted in advance in accordance with this section. An amendment must be germane to the subject matter of the motion. An amendment is improper if adoption of the motion as amended would have the same effect as rejection of the original motion.

(b) Form of Amendments. A proposal to substitute entirely different wording for a motion or for an amendment shall be treated as a motion to amend.

(c) Advance Submission Requirement. Any proposed substantive amendment to an agenda item requiring Council action shall be submitted in writing to the Clerk no later 12:00 PM on the day of the meeting at which the item is scheduled for consideration.

(d) Late Amendments. If a member proposes a substantive amendment to an agenda item during a meeting, but has not submitted the amendment in advance as required in subsection (c), the following procedure shall apply:

(1) The member seeking the amendment shall move to postpone the matter to the next regular meeting, stating the purpose or nature of the amendment sought.

(2) The motion must be seconded and approved by the majority required to approve the underlying matter.

(3) If the motion passes, any member desiring to amend the item shall submit a written request to the Corporation Counsel within 48 hours outlining the substance of the proposed amendment, and Corporation Counsel will assist in drafting the language of the proposed amendment.

(4) If the motion to postpone does not receive the necessary votes, the Council shall proceed to a vote on the matter as presented in the agenda.

(e) Non-Substantive Amendments. The advance submission requirement does not apply to amendments that are purely numerical, clerical, corrective, or otherwise non-substantive. The presiding officer shall determine whether a proposed amendment is substantive. This determination may be appealed in accordance with these rules.

(g) Notice of Rescheduled Item. For any item rescheduled under this section, the Clerk shall include the proposed amendment(s) in the agenda description and supporting materials for the next regular meeting.