



**City of Bloomington
City Council
Regular Session
September 14, 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 Priorities and Guiding Principles

The following strategic priorities will guide all policy direction, budgetary decisions, and organizational focus:

- Infrastructure
- Housing
- Public Safety
- Economic Vitality
- Core Government Functions

The following strategic priorities will guide all policy direction, budgetary decisions, and organizational focus:

- Fiscal Discipline
- Quality of Life
- Community Engagement



**City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, September 14, 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 Reappointments, 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 July 27, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$20,828,108.85, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - C. Consideration and Action on a Resolution Approving the Purchase of Cover Crops, from the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$87,984, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
 - D. Consideration and Action on a Resolution Approving First Amendment to the Arena License Agreement Between the City of Bloomington, Illinois, and Illinois Hockey Club, LLC, Waiving Requirements to Pay \$25,000 for the Right to Negotiate Sponsorship Rights, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.)
 - E. Consideration and Action on a Resolution Approving an Agreement with**

Crawford, Murphy & Tilly, Inc., for Professional Services Associated with the North Main Street Streetscape Project, in the Amount Not to Exceed \$312,000, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

- F. Consideration and Action on a Resolution Approving an Agreement with P.J. Hoerr, Inc., for the Police Department Garage Door and Ventilation Upgrades (Bid #2027-04), in the Amount of \$336,710, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Resolution be approved.)**
- G. Consideration and Action on a Resolution Approving a Professional Services Agreement with Dewberry Architects, Inc., for the Bloomington Police Department Facility Study, in the Amount of \$54,937, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)**
- H. Consideration and Action on an Ordinance Approving the Final Plat of Pagel Noud Subdivision, for the Property Commonly Known as 3207 Stringtown Rd. (PINs: 20-24-400-010 & 21-19-300-008), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)**
- I. Consideration and Action on an Ordinance Approving a Special Use Permit for a Community Reception Establishment Use for the Property Commonly Known as 211 N. Prairie Street (PIN: 21-04-406-002), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)**
- J. Consideration and Action on an Ordinance Amending a Special Use Permit for a Mini Warehouse for the Property Commonly Known as 1402 E. Empire Street (PIN: 14-35-354-012), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)**

8. Regular Agenda

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

- A. The City Council will enter into Executive Session per Sections 2(c)(1) Personnel and 2(c)(11) Litigation of 5 ILCS 120. The City Council may also go into Executive Session as needed and allowed by law (5 ILCS 120/2) for additional reasons.**

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable

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



Recognition/Appointments Item No. 5.A.

For City Council: September 14, 2026

Ward Impacted:

City Wide

Subject: Recognition of Boards & Commissions Reappointments, 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 August 24, 2026, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Community Engagement:

- N/A

Financial Impact: - N/A

Fiscal Discipline:

- N/A

Attachments:

1. Recognition of Appts from 8.24.26 Council

Reappointments

Historic Preservation Commission:

- **John Elterich**
- **Emma Meyer**

Reappointments

Planning Commission:

- **Anna Sochotsky**

Planning Commission:

- **John Corey**



Consent Agenda Item No. 7.A.

For City Council: September 14, 2026

Ward Impacted:

City Wide

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

Recommended Motion: The proposed Minutes 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 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

Community Engagement:

- N/A

Financial Impact: N/A

Fiscal Discipline:

- N/A

Attachments:

1. DRAFT 07-27-2026 City Council Minutes



**Minutes
City Council - Regular Session
Monday, July 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 Sheila Montney
Council Member Michael Straza
Council Member Cody Hendricks
Council Member Mollie Ward
Council Member Kent Lee
Council Member Abby Scott

Mayor Dan Brady

Absent: Council Member Micheal Mosley
Council Member John Danenberger

Public Comment

Mayor Brady read a public comment statement of procedure. The following spoke in person: (1) Melissa Breeden; (2) Mike Fitzgerald; (3) Tracy Henry; and (4) Dale Durchholz. The following emailed public comments: (1) Kris MacPhail; (2) Laura Dudgeon; (3) Alissa Foulks; (4) Esther Frieberg; and (5) Mark Zablocki.

Consent Agenda

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

Item 6.A. Consideration and Action on Approving Bills and Payroll in the Amount of \$14,742,898.80, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 6.B. Consideration and Action on a Resolution Approving an Updated City of Bloomington Investment Policy, as requested by the Finance Department. (Recommended Motion: The proposed Resolution be approved.)

Item 6.C. Consideration and Action on a Resolution Approving an Additional Excess Workers' Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$51,122, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 114

**A RESOLUTION APPROVING AN ADDITIONAL EXCESS WORKERS' COMPENSATION
INSURANCE PREMIUM OWED TO ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2026, IN
THE AMOUNT OF \$51,122**

Item 6.D. Consideration and Action on a Resolution Approving the Purchase of Forty-

Three (43) HP EliteBook 6 G2i Laptops with 4-Year Hardware Support, from HP, Inc., in the Amount of \$91,160, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 115

A RESOLUTION APPROVING THE PURCHASE OF FORTY-THREE (43) HP ELITEBOOK 6 G2I LAPTOPS WITH 4-YEAR HARDWARE SUPPORT, FROM HP, INC., IN THE AMOUNT OF \$91,160

Item 6.E. Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 19 Sets of Firefighting Turnout Gear, in the Amount of \$84,740, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 116

A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH AIR ONE EQUIPMENT, INC., FOR THE PURCHASE OF 19 SETS OF FIREFIGHTING TURNOUT GEAR, IN THE AMOUNT OF \$84,740

Item 6.F. Consideration and Action on a Resolution Approving a Bid Waiver and an Agreement with Anderson Electric, Inc., for the Re-establishment of the Main Power Service to 120 North Center Street, in the Amount of \$176,300, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 117

A RESOLUTION APPROVING A BID WAIVER AND AN AGREEMENT WITH ANDERSON ELECTRIC, INC., FOR THE RE-ESTABLISHMENT OF THE MAIN POWER SERVICE TO 120 NORTH CENTER STREET, IN THE AMOUNT OF \$176,300

Item 6.G. Consideration and Action on a Resolution Approving an Agreement with Farnsworth Group, Inc., for the A&E Design and Construction Observation Services of the Lake Bloomington Road Resurfacing Project, in the Amount of \$41,700, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 118

A RESOLUTION APPROVING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR THE A&E DESIGN AND CONSTRUCTION OBSERVATION SERVICES OF THE LAKE BLOOMINGTON ROAD RESURFACING PROJECT, IN THE AMOUNT OF \$41,700

Item 6.H. Consideration and Action on a Resolution Approving an Agreement with McLean County Asphalt, Co., for the Lake Bloomington Pumping Pool/Lime Lagoons and Road Resurfacing (Bid #2027-08), in the Amount of \$193,114.35, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 119

A RESOLUTION APPROVING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT, CO., FOR THE LAKE BLOOMINGTON PUMPING POOL/LIME LAGOONS AND ROAD RESURFACING (BID #2027-08), IN THE AMOUNT OF \$193,114.35

Item 6.I. Consideration and Action on a Resolution Approving the Content of and

Retention of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 120

**A RESOLUTION APPROVING THE CONTENT OF AND RETENTION OF CERTAIN
CLOSED SESSION MEETING MINUTES, AND AUTHORIZING THE DESTRUCTION OF
AUDIO**

Item 6.J. Consideration and Action on an Ordinance Approving a Preliminary Plan for the Subdivision to be Known as Maple Square, for the Property Commonly Known as 1029 Maple Hill Road (PIN 14-31-400-038), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 – 059

**AN ORDINANCE APPROVING A PRELIMINARY PLAN FOR THE SUBDIVISION TO BE
KNOWN AS MAPLE SQUARE, FOR THE PROPERTY COMMONLY KNOWN AS 1029
MAPLE HILL ROAD (PIN 14-31-400-038)**

Item 6.K. Consideration and Action on an Application from House of Yolk of West Bloomington, Inc., d/b/a House of Yolk Breakfast Restaurant, located at 2115 W. Market St., Requesting Approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 6.L. Consideration and Action on an Application from Bill Hill, Inc., d/b/a Maguires, located at 220 N. Center St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, 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, Montney, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

Regular Agenda

Item 7.A. Consideration and Action on a Resolution Approving a Memorandum of Understanding with Habitat for Humanity of McLean County for the Creation of New Affordable Housing, as requested by the Community Impact & Enhancement Department.

City Manager Jeff Jurgens noted that the Item had been tabled at the last meeting.

Cordaryl Patrick, Community Impact & Enhancement Director, presented a proposal to expand the City's partnership with Habitat for Humanity of McLean County ("Habitat") by investing \$80,000 from previously budgeted Rebound the Block funds to support construction of two new affordable homes on Trailside Court. He explained that these homes would be built alongside two Habitat homes already underway, creating four contiguous affordable homeownership opportunities. He shared that the City's contribution would leverage Habitat's volunteer labor and other funding to accelerate the delivery of new affordable units as part of the City's broader neighborhood revitalization and affordable housing goals.

Council Member Montney questioned whether allocating \$80,000 to two new Habitat

homes represented the best use of the City's affordable housing funds, noting Habitat already had strong donor support. She suggested the dollars could potentially assist a broader group of residents through repair or stabilization programs. Director Patrick explained that the Rebound the Block funds were explicitly designed to create new affordable units, not to rehab occupied homes, and that partnering with Habitat at about \$40,000 per new unit was likely the least expensive way to add brand-new affordable housing to the market. They then discussed construction capacity and volunteer labor, with Director Patrick reported that Habitat had indicated no significant bottlenecks and had committed to completing and occupying the two City-supported homes within 12 months.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

RESOLUTION NO. 2026 – 121

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF MCLEAN COUNTY FOR THE CREATION OF NEW AFFORDABLE HOUSING

Finance Director's Report

Scott Rathbun, Finance Director, presented the year-end review of Fiscal Year 2026 finances, reporting that major tax revenues - especially home rule and State sales tax - came in well above budget, reflecting a strong local economy and recent State legislative changes affecting online sales. He explained that while revenues significantly exceeded projections, some expenditures came in under budget due to delayed projects and vacancies, resulting in higher-than-anticipated General Fund reserves. He emphasized that these reserves positioned the City well for future capital needs and risk management, though many dollars were effectively already earmarked for upcoming obligations.

Council Member Hendricks asked Director Rathbun to clarify the difference between the total \$39 million in General Fund reserves and the portion that was available for new projects. Director Rathbun explained that the City targeted to keep 20% of revenue for reserves (roughly \$30 million for the General Fund) based on rating agency guidance and Government Finance Officers Association ("GFOA") standards, and that the reported reserve figure was reduced by encumbrances such as outstanding purchase orders. He noted that this meant the City was about \$9 million above target, and emphasized the importance of maintaining healthy reserves for one-time expenditures and to protect operations against disruptions in State revenue flows.

Council Member Scott asked Director Rathbun about the roughly \$10 million swing in revenues, whether it was a one-time event, and if it would recur in future years. He explained that most of the increase was driven by State legislative changes requiring online retailers to collect both State and local (home rule) sales tax, which produced a substantial one-time step-up in revenues. He noted that, while there might be some additional legislative refinements, staff expected future revenue changes in this area to be incremental.

Council Member Montney confirmed with Director Rathbun that there had been a substantial increase in the City's home rule and State sales taxes over the past four years.

Council Member Straza inquired whether future budgets would better reflect actual sales tax revenues so that large overages didn't recur while the City was still considering tax increases. Director Rathbun explained that the earlier legislative changes took effect after the budget had been adopted, which made accurate forecasting difficult, but that staff now had better data to tighten revenue projections going forward.

Council Member Ward clarified with Director Rathbun that the sales tax increase was attributable to the grocery tax. He explained that based on months of initial data, staff now estimated the annual municipal grocery tax revenue to be approximately \$2.1–\$2.3 million.

Council Member Montney confirmed with Director Rathbun that staff considered seasonality, economic trends, and legislative updates when projecting figures.

Mayor Brady confirmed with Director Rathbun that there wasn't a dedicated fund for infrastructure needs and that funds were pulled from multiple sources.

City Manager's Discussion

City Manager Jurgens provided a brief update on the 400 block of the Downtown Streetscape Project. He noted that after weather-related delays, the curb and gutter had been installed on both sides of the block and crews had begun preparing for paver installation. He celebrated that all businesses on the block were now easily accessible.

Council Member Discussion

Council Member Kearns reported on an upcoming Criminal Justice Coordinating Council ("CJCC") meeting, noting a presentation on the Frequent User System Engagement ("FUSE") Program, funded in part by shared sales tax. She also summarized a presentation on a juvenile community exploration program that provided enrichment and support for youth involved in the juvenile justice system.

Council Member Montney highlighted recent Library events.

Council Members Straza and Hendricks commented on recent successful Grab a Cone with Community Enhancement events in Tipton Park and O'Neill Park.

Council Member Hendricks celebrated the recent Light the Ring event in Downtown.

Council Member Lee thanked the Dunraven HOA (Home Owner's Association) for speaking at public comment and discussed visiting the Library's Bookmobile in his Ward.

Council Member Scott highlighted several recent community events, noting a forum held at St. John's Church. She also commended the City's presence at Pride Fest, observing that it appeared to have been a very well-attended event.

Mayor's Discussion

Mayor Brady reported seeing Union Pacific's "Big Boy" train that was in the City recently, as well as touring the ongoing Hamilton Road expansion work with City management. He highlighted several community events and then recognized student interns from the Police Department and Illinois Wesleyan University for their service.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The meeting adjourned at 6:57 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: September 14, 2026

Ward Impacted:

City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$20,828,108.85, 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

Community Engagement:

- N/A

Financial Impact: Total disbursements to be approved \$20,828,108.85 (Payroll total \$7,626,779.18, Accounts Payable total \$12,986,061.51, Bank Transfers total \$43,228.95, and Procurement Card Purchase total \$172,039.21).

Fiscal Discipline:

- Funding source identified and sustainable within adopted budget
- Alignment with adopted financial policies, reserves, and long-term financial plan confirmed

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/21/2026	3,110,562.55	725,489.48	3,836,052.03
9/4/2026	3,061,738.98	729,548.18	3,791,287.16
Off Cycle Adjustments	(520.22)	(39.79)	(560.01)
PAYROLL TOTAL			7,626,779.18

ACCOUNTS PAYABLE

Date	Bank	Total
9/14/2026	AP General	\$ 9,578,093.39
9/14/2026	AP JMScott	\$ -
9/14/2026	AP Comm Devel	\$ 575.00
9/14/2026	AP IHDA	\$ 40,145.00
9/14/2026	AP Library	\$ 85,755.70
9/14/2026	AP MFT	\$ 616,225.04
08/20/2026-09/03/2026	Out of Cycle AP	\$ 2,665,267.38
07/27/2026-09/04/2026	AP Bank Transfers	\$ 43,228.95
07/02/2026-08/03/2026	PCARDS	\$ 172,039.21
ACCOUNTS PAYABLE TOTAL		\$ 13,201,329.67

GRAND TOTAL \$ 20,828,108.85

Respectfully,

**F Scott Rathbun
Director of Finance**



Consent Agenda Item No. 7.C.

For City Council: September 14, 2026

Ward Impacted:

City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Cover Crops, from the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$87,984, 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: The Water Department manages a vast 70,000-acre watershed that delivers water to the City's two reservoirs, which is then treated and distributed to residents for consumption. The McLean County Soil and Water Conservation District ("MCSWCD") assists the City with the management and implementation of key best management practices that reduce nutrient loading within the City's reservoirs. These best management practices, when successfully adopted and applied, reduce nitrate, phosphorous and sediment loading, especially during high water flow events (after heavy rains and after harvest).

Cover crops are planted immediately following harvest and terminated prior to the next planting season. Through their root system, cover crops uptake nitrogen within the soil column and trap soil, preventing erosion during the winter months. Reducing nitrogen loss and erosion reduces nitrate and phosphorus loading within the reservoirs. For several years, the City of Bloomington has partnered with Purdue University and the University of Illinois to study the effects of cover crops in fields that have been identified as "hot spots" of nitrate and phosphorus loading. The City, Purdue University, and the University of Illinois have been awarded grants from the Illinois Soybean Association to study the impacts of cover crops on reducing nutrient loading in large watersheds. As part of the awarded grant, the Illinois Soybean Association reimbursed \$81,346.13 to the City for water quality monitoring equipment that was installed along Money Creek and at the City's research farm adjacent to Lake Bloomington. After the conclusion of the grant, the City will retain ownership of the water quality monitoring equipment.

The City is part of an Intergovernmental Agreement with MCSWCD, the Town of Normal, McLean County, and the Bloomington/Normal Water Reclamation District (BNWRD) for Watershed Management services. This IGA recommends the accepted practice of cover crop application as a preferred best management practice. The proposed purchase of cover crops with the McLean County Soil and Water Conservation District ("MCSWC"), in the amount of

\$87,984, would allow the City to continue conservation efforts of the City's reservoirs.

Community Groups/Interested Persons Contacted: McLean County Soil and Water Conservation District; Purdue University; University of Illinois; Illinois Soybean Association

Community Engagement:

- Feedback meaningfully considered and incorporated where feasible

Financial Impact: If approved, the City will enter into an agreement to purchase Cover Crops from the MCSWCD, in the amount of \$87,984. This will be paid from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" on page 134.

Fiscal Discipline:

- Funding source identified and sustainable within adopted budget
- Ongoing operating impact evaluated, including multi-year effect

Attachments:

1. Resolution
2. Resolution - Exhibit A - Invoice
3. Executed MCSWCD IGA

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE PURCHASE OF COVER CROPS, FROM MCLEAN COUNTY SOIL AND WATER CONSERVATION DISTRICT (MCSWCD), IN THE AMOUNT OF \$87,984

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of cover crops ("Purchase"), from McLean County Soil and Water Conservation District ("MCSWCD"), in the amount of \$87,984; and

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

WHEREAS, the City has partnered with MCSWCD, Purdue University, and the University of Illinois through an intergovernmental agreement for Watershed Management Services and is vital to understanding nutrient loading and its reduction for long-term water quality improvements; and

WHEREAS, the use of cover crops as a best management practice as set forth by the Illinois Environmental Protection Agency ("IEPA") to reduce nutrient loading into the City's two reservoirs; and

WHEREAS, the MCSWCD assists the City with the management and implementation of key best management practices and to implement the Watershed Management Plan as approved by the IEPA; and

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

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

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

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

PASSED this 14th day of September 2026.

APPROVED this ____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



McLean County SWCD

402 N. Kays Drive
Normal, IL 61761

Phone: 309-452-3848 ext. 3
www.mcleancountyswcd.com

Invoice: 2026050

August 21, 2026

BILL TO:

Joe Darter
City of Bloomington

P.O. Number	Terms	Project
	NET 30	ISA grant

Quantity	Description	Unit Price	Total
1	Lake Bloomington Watershed Cover Crop Program 1128 acres @ \$78/acre		\$87,984.00
Make all checks payable to MCLEAN COUNTY SWCD			\$87,984.00

THANK YOU FOR SUPPORTING CONSERVATION IN MCLEAN COUNTY!

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF McLEAN,
THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT
AND THE MCLEAN COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR 2024-2027**

**ARTICLE I
PURPOSE**

This Agreement is pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and is by and between the City of Bloomington (hereinafter referred to as "City"), the Town of Normal (hereinafter referred to as "Town"), the County of McLean (hereinafter referred to as "County"), the Bloomington and Normal Water Reclamation District (hereinafter referred to as "BNWRD") and the McLean County Soil and Water Conservation District (hereinafter referred to as "Soil and Water District"). The City, Town, County, BNWRD and Soil and Water District may be collectively referred to herein as the "Parties".

The purpose of this Agreement is to establish a framework for continuing the administration and implementation of the McLean County Watersheds Management Program (hereinafter referred to as the "Program") which shall include (1) services outlined in Article IV below; (2) assistance to the City, Town, County, and BNWRD in obtaining grant funding for watershed management projects; and (3) facilitate the creation, review, updates and modifications of the watershed plans.

**ARTICLE II
PERIOD OF AGREEMENT**

This Agreement shall commence as of October 1, 2024 and expire on October 1, 2027, unless otherwise extended by mutual written agreement or termination by the Parties.

**ARTICLE III
PAYMENT**

The Soil and Water District shall send invoices to the City, Town, County, and BNWRD, reflecting the sums listed below, by September 20th of each year. The City, Town, County, and BNWRD shall pay the Soil and Water District, on or before the first week of October.

- a. In the first year of the Agreement (2024-2025), the following payments shall be made:
 - i. \$90,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.
- b. In the second year of the Agreement (2025-2026), the following payments shall be made:
 - i. \$100,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.

- c. In the third year of the Agreement (2026-2027), the following payments shall be made:
 - i. \$100,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.

ARTICLE IV SERVICES

In consideration for the funding provided, the Soil and Water District shall provide the following services to each participant in the Agreement:

- a. Promote agricultural and conservation practices in McLean County which includes the watersheds within the Mackinaw, Salt Creek, Vermillion, and Upper Sangamon River Basins via newsletters, news releases, social media, field days and demonstration sites.
- b. Coordinate with agricultural producers in McLean County to continue the implementation of nutrient management and conservation practices.
- c. Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost sharing programs to producers and participants in this Agreement.
- d. Examine, assess, and monitor each participants adherence to BMP's involving operations near waters of the United States. This includes preparing recommendations to protect and strengthen standards to protect water quality.
- e. Act as a liaison between governmental agencies such as the US Fish and Wildlife Service and the Illinois Environmental Protection Agency, and local agencies such as Ecology Action Center or chapters of conservation groups operating in McLean County.
- f. Provide annual status reports of the work completed by the Soil and Water Conservation District to participants within this Agreement.
- g. Upon request the Soil and Water Conservation District may be asked to provide updates on Projects, such as the Evergreen Lake and Lake Bloomington Watershed Plans.
- h. Collaborate with institutions of higher learning to continue and enhance the valuable partnership between students, researchers, and faculty to continue to improve water quality.
- i. Serve as liaison between all Parties for the lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and the Army Corp of Engineers to ensure successful implementation of projects and grants.

- j. In conjunction with the Parties, and subject to funding approval by the applicable Parties coordinate and collaborate to manage project bids in compliance with Federal, State and Local laws, including the payment of prevailing wage where required.

**ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS**

The Soil and Water District shall save and hold harmless the City, Town, County, and BNWRD, inclusive of each of their officials, agents, and employees, and keep each free and harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims, and judgments, resulting from claimed injury, damage, loss or loss of use to, for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the Soil and Water District's performance under this Agreement, and for any costs, expenses, judgments, fines, and attorneys' fees paid or incurred on behalf of the City, Town, County, and/or BNWRD, its officials, agents and employees.

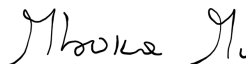
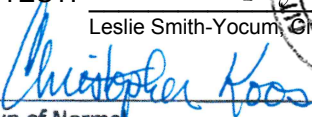
**ARTICLE VI
ADDITIONAL AGREEMENTS**

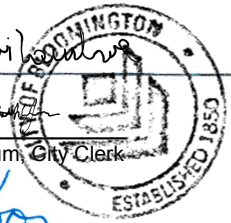
This Agreement may not be amended or modified without the mutual consent of the Parties hereto, which shall be agreed to in writing. This Agreement does not preclude separate agreements between the Parties for additional services not covered by this Agreement. Further, this Agreement may be amended to include additional governmental bodies or stakeholders, to assist in funding the Program.

**ARTICLE VII
TERMINATION**

Any Party may terminate their portion of this Agreement by providing the other Parties written notice no later than June 30th of that year.

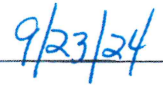
IN WITNESS WHEREOF, the Parties hereto agree that the foregoing constitutes the entire agreement between the Parties, as to the matters set forth herein, and the Parties have affixed their respective signatures as evidence of their acceptance hereof.

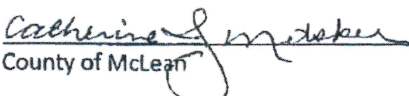

City of Bloomington
ATTEST: 
Leslie Smith-Yocum, City Clerk

Town of Normal



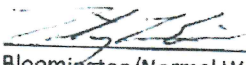
9/18/2024 | 11:55 AM CDT

Date
09/18/24
Date Signed

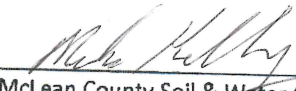

Date


County of McLean

8-15-24
Date


Executive Director
Bloomington/Normal Water Reclamation District

8-12-2024
Date


McLean County Soil & Water Conservation District

9/10/2024
Date



Consent Agenda Item No. 7.D.

For City Council: September 14, 2026

Ward Impacted:

City Wide

Subject: Consideration and Action on a Resolution Approving First Amendment to the Arena License Agreement Between the City of Bloomington, Illinois, and Illinois Hockey Club, LLC, Waiving Requirements to Pay \$25,000 for the Right to Negotiate Sponsorship Rights, as requested by the Administration Department.

Recommended Motion: The proposed Resolution 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: Since launching the Bloomington Bison, Illinois Hockey Club, LLC/Hallett Sports & Entertainment ("IHC") have exceeded financial expectations under the existing Arena License Agreement. Attendance has averaged 3,156 per game, surpassing the 2,200-fan benchmark; concessions average \$30,204 per game, exceeding the \$20,000 target; all 24 corporate suites have been sold compared to 4 last year; season-ticket memberships are up 60%; and overall attendance has increased nearly 25% year-over-year. These results have produced strong financial and community returns, including more than \$600,000 in net profit to the City in the team's second year and an estimated \$4 million in local economic impact from arena-related activity.

At the same time, IHC has faced and continues to face typical startup costs including a state-of-the-art locker room buildout that helps with recruiting, staffing, equipment, and league compliance investments. To support the franchise's continued viability, the proposed amendment removes a \$25,000 fee provision meant to make the City "whole" that required IHC to pay the City to negotiate what was an expired State Farm sponsorship, a provision originally intended to ensure cost recovery by the City during the early period of team establishment and assist with other building costs.

All other terms remain unchanged, and the City Manager or designee is authorized to execute the amendment.

Community Groups/Interested Persons Contacted: N/A

Community Engagement:

- Intergovernmental or partner coordination conducted, as applicable
- Feedback meaningfully considered and incorporated where feasible

Financial Impact: The City would have exceeded the \$25,000 expected from this requirement based on the team exceeding performance metrics. Financial results and impact were provided by the Administration and Arts & Entertainment Departments.

Fiscal Discipline:

- Alignment with adopted financial policies, reserves, and long-term financial plan confirmed
- Alternatives and cost comparisons evaluated to ensure best value.
- Administrative Action

Attachments:

1. Resolution
2. Exhibit A - Amendment

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARENA LICENSE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND ILLINOIS HOCKEY CLUB, LLC, WAIVING REQUIREMENTS TO PAY \$25,000 FOR THE RIGHT TO NEGOTIATE SPONSORSHIP RIGHTS

WHEREAS, the City of Bloomington (“City”) is a home rule unit of local government with authority over its municipal facilities and agreements; and

WHEREAS, the City and Illinois Hockey Club, LLC (“IHC”) are parties to an Arena License Agreement granting IHC rights to operate the Bloomington Bison professional hockey franchise at Grossinger Motors Arena; and

WHEREAS, since commencing operations, IHC has significantly outperformed City financial expectations and contractual benchmarks, resulting in substantial direct financial benefit to the City and the community earlier than anticipated; and

WHEREAS, some of those benchmarks include an average attendance of 3,156 per game that exceeds the contractual target of 2,200 fans, average concessions sales of \$30,204 outpacing the \$20,000 contractual target, the selling out of all 24 corporate suites as compared to 4 being sold last year, season ticket membership growth being up 60%, and overall attendance having increased by almost 25% year over year; and

WHEREAS, Bison operations, in only the 2nd year of existence, were profitable to the City, having generated more than \$600,000 in net profit to the City; and

WHEREAS, recent local media analysis further reports that approximately \$4 million was generated during the season, including food and beverage sales, arena concessions, merchandise tax revenues, and hotel and motel stays, evidencing strong regional economic impact tied directly to Bison activities; and

WHEREAS, Section 13.03 of the Agreement includes a requirement that IHC pay \$25,000 for the right to negotiate an expired State Farm sponsorship, a provision originally intended to ensure cost recovery by the City during the early period of team establishment; and

WHEREAS, IHC has faced and continues to face typical startup costs, ranging from facility build-outs to staffing, equipment, and league compliance expenditures to create a memorable fan experience and put a quality product on the ice; and

WHEREAS, the City desires to assist in assuring the future viability of the Bloomington Bison in what is a tenuous start-up period, as is the case for most new franchises; and

WHEREAS, the City Council finds it in the best interest of the City to approve the First Amendment to the Arena License Agreement with IHC (“Exhibit A”).

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

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

SECTION 2. The City Manager, or designee, is authorized to execute the First Amendment to the Arena License Agreement between the City of Bloomington and Illinois Hockey Club, LLC, attached hereto as Exhibit A, and any other documents necessary to complete this transaction.

PASSED this 14th day of September 2026.

APPROVED this ____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**FIRST AMENDMENT TO THE ARENA LICENSE AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON, ILLINOIS AND ILLINOIS HOCKEY CLUB LLC
WAIVING REQUIREMENTS TO PAY \$25,000 FOR THE RIGHT TO NEGOTIATE
SPONSORSHIP RIGHTS**

WHEREAS, the City of Bloomington (“City”) is a home rule unit of local government with authority over its municipal facilities and agreements; and

WHEREAS, the City and Illinois Hockey Club LLC (“IHC”) are parties to an Arena License Agreement granting IHC rights to operate the Bloomington Bison professional hockey franchise at Grossinger Motors Arena; and

WHEREAS, since commencing operations, IHC has significantly outperformed city financial expectations and contractual benchmarks, resulting in substantial direct financial benefit to the City and the community earlier than anticipated;

WHEREAS, some of those benchmarks include an Average attendance of 3,156 per game that exceeds the contractual target of 2,200 fans, average concessions sales of \$30,204 outpacing the \$20,000 contractual target, the selling out of all 24 corporate suites as compared to 4 being sold last year, season ticket membership growth being up 60% and overall attendance having increased by almost 25% year over year; and

WHEREAS, Bison operations, in only the 2nd year of existence, were profitable to the City, having generated more than \$600,000 in net profit to the City; and

WHEREAS, recent local media analysis further reports that approximately \$4 million was generated during the season, including food and beverage sales, arena concessions, merchandise tax revenues, and hotel and motel stays, evidencing strong regional economic impact tied directly to Bison activities; and

WHEREAS, Section 13.03 of the Agreement includes a requirement that IHC pay \$25,000 for the right to negotiate an expired State Farm sponsorship, a provision originally intended to ensure cost recovery by the City during the early period of team establishment; and

WHEREAS, IHC continues to incur substantial startup costs typical for a second-year professional franchise ranging from facility build-outs to staffing, equipment, and league compliance expenditures to create a memorable fan experience and put a quality product on the ice; and

WHEREAS, The City desires to assist in assuring the future viability of the Bloomington Bison in what is a tenuous start up period as is the case for most new franchises.

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

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

Section 2. Amendment to Agreement. Article 13. Naming Rights, Sponsorships & Promotions, Section 13.03 Sponsorships, shall be amended as follows with strikethroughs representing deletions and underlined sections being additions:

- A. IHC shall have the exclusive right, without infringing upon the intellectual property rights of City or the rights of other licensees/tenants or other third parties, to sell Sponsorships, which Sponsorships shall be subject to City's approval in its commercially reasonable discretion. IHC shall not enter into any Sponsorship agreement that extends beyond the Term without the express written consent of City. IHC shall be entitled to retain one hundred percent (100%) of any revenue received from any such Sponsorships during the Term of this Agreement. ~~City represents and warrants to IHC that the prior State Farm sponsorship expired and IHC will pay \$25,000 for the right to negotiate a new State Farm sponsorship~~

Section 3. In all other respects the licensing agreement shall remain unchanged and in full force and effect and The City Manager, or designee, is authorized to execute the amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Redevelopment Agreement in duplicate this day and year first above written.

PASSED this 10th day of August 2026.

CITY OF BLOOMINGTON

By: _____

Its City Manager

ILLINOIS HOCKEY CLUB LLC

By: Sean Hallett

Sean Hallett, CEO, Hallett Sports and Entertainment

ATTEST

By: _____

Its City Clerk

By: Wendy Martin
Wendy Martin, CFO
Its Representative



Consent Agenda Item No. 7.E.

For City Council: September 14, 2026

Ward Impacted:

Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Professional Services Associated with the North Main Street Streetscape Project, in the Amount Not to Exceed \$312,000, 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 Crawford, Murphy & Tilly, Inc. ("CMT") for professional services and engineering oversight for the North Main Street Streetscape project for Fiscal Year ("FY") 2027. A detailed scope of services is provided in the attached agreement.

From July 2025 through December 2025, Engineering staff provided in-house construction administration with assistance from CMT. The contract with CMT provided support for structural engineering design, shop drawing review, requests for information, and requests for changes during construction. Due to staff turnover, the Engineering Department did not have the ability to continue construction administration services for the project in-house, and the City entered into an agreement with CMT to provide construction administration services for the remainder of FY 2026. Staff have still not been able to fill the engineering position to provide in-house construction administration. The proposed agreement will continue the level of service for FY 2027, with CMT providing:

- Periodic coordination with City field construction staff.
- Periodic site visits to observe construction.
- Responses to contractor questions, requests for clarification, and requests for information.
- Monthly contractor pay request processing.
- Construction design assistance.
- Lead service line construction administration assistance.
- Structural engineering support for vaults for the North Main Street Streetscape project through Fiscal Year 2027
- Other advice to the Department as necessary.

Community Groups/Interested Persons Contacted: N/A

Community Engagement:

- Impacted stakeholder input solicited prior to decision making, as applicable.
- Feedback meaningfully considered and incorporated where feasible

Financial Impact: If approved, the City will enter into the above-mentioned agreement in the amount not to exceed \$312,000. These services are not budgeted. Engineering and Water are recommending a split with \$93,333.34 coming from Engineering Administration-Engineering Services account (10016210-70050), \$32,000 from Water Administration-Engineering Services account (50100110-70050), \$93,333.33 from ENG Sanitary Sewer-Engineering Services account (51101101-70050), and \$93,333.33 from ENG Storm Water-Engineering Services account (53101101-70050). Stakeholders can locate this in the FY 2027 Budget Books titled "Budget Overview & General Fund" on page 335 and "Other Funds & Capital Improvement" on pages 122, 155, and 169. If needed, at year-end, a budget amendment will be brought to City Council for consideration.

Fiscal Discipline:

- Alignment with adopted financial policies, reserves, and long-term financial plan confirmed
- Alternatives and cost comparisons evaluated to ensure best value.

Attachments:

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

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE NORTH MAIN STREET STREETSCAPE PROJECT, IN THE AMOUNT NOT TO EXCEED \$312,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Crawford, Murphy & Tilly, Inc. ("CMT") be approved for North Main Street Streetscape Project construction design assistance, construction administration assistance, and lead service line construction administration assistance ("Exhibit A"), in the amount not to exceed \$312,000 ("Project"); and

WHEREAS, the Engineering Department staff initially provided construction administration for the North Main Street Streetscape Project; and

WHEREAS, due to staff turnover, City staff do not have the ability to continue construction administration services in-house; and

WHEREAS, on December 11, 2025, City staff brought forward an agreement to Council for services through the end of Fiscal Year ("FY") 2026; and

WHEREAS, City staff have not filled the role vacated and, therefore, need to bring forward a new agreement for FY 2027; and

WHEREAS, it would benefit the City to have the Engineer of record continue professional services and Engineering oversight during construction; and

WHEREAS, the Project consists of professional design services and engineering oversight necessary for periodic coordination with City field construction staff; periodic site visits to observe construction; responses to contractor questions, requests for clarification, requests for information; monthly contractor pay request processing; construction design assistance; lead service line construction administration assistance, and other advice to the Department as necessary; 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 14th day of September 2026.

APPROVED this ____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Crawford, Murphy & Tilly, Inc.

North Main Construction Design Assistance, Construction Admin Assistance, +

September

ALGUSK

Page 39 of 130

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:

Crawford, Murphy & Tilly
Attn: Christopher J. Stritzel
2750 W. Washington St.
Springfield, IL 62702
cstritzel@cmtengr.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Christopher J. Stritzel
Its Vice-President

By: Stan Hansen
Its Senior Vice-President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

"CMT Proposal - N Main Construction Administration Services", Attached as Exhibit D.

The North Main Street Project will consist of the complete reconstruction of Main Street from the north side of the intersection with Jefferson Street northwards, all the way to and including the "North Main Plaza" area between Locust Street & Mulberry Street.

Generally, the professional services in this proposal are Additional Engineering Services to supplement construction administration by City staff with tasks such as periodic coordination with City of Bloomington field-construction staff, periodic site visits to observe construction, respond to contractor questions/RFCs/RFIs, process monthly contractor pay requests, and advise the City Engineering Department as necessary, for FY27 . A detailed Scope of Services is provided in the attached proposal as referenced above.

EXHIBIT B
COSTS/FEES

1. The total compensation to VENDOR authorized by this AGREEMENT is not to exceed \$312,000.
2. The VENDOR shall submit all invoices, based on the VENDOR's progress reports, to the CITY no more than once a month for partial payment on account for the VENDOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.
2. The CITY agrees to pay the VENDOR:
 - (a) For progressive payments - Upon receipt of monthly invoices from the VENDOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the VENDOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the VENDOR.
 - (b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the VENDOR shall be due and payable to the VENDOR.
3. The CITY agrees to pay the VENDOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method:

Method of Compensation: Cost plus Total Compensation = $DL + OH(DL) + FF + DC$

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL

FF is Fixed Fee

4. The CITY may suspend work on the project. If this AGREEMENT is suspended by the CITY for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT the VENDOR shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the CITY shall compensate the VENDOR for, expenses incurred as a result of the suspension and resumption of its services, and the VENDOR's schedule and fees for the remainder of the project shall be equitably adjusted.



August 6, 2026

Dominic Kallas, PE
Assistant City Engineer
City of Bloomington
Bloomington, IL 61702

Re: **CMT Proposal – N Main Construction Administration Services**
Downtown for Everyone Program / Lead Service Line Replacement
Bloomington, IL

Mr. Kallas:

CMT is pleased to provide this proposal for continuation of professional engineering services to assist the City of Bloomington's Department of Engineering and Water Department with the "Phase 1 – North Main Street Project" through construction project completion which is anticipated to be August 2027. The project is located on North Main Street in Bloomington, IL between Jefferson Street and Locust Street.

BASE SCOPE OF SERVICES

We understand that the City of Bloomington desires to continue its partnership with CMT for assistance during the construction phase of the North Main Street project which will be a continuation of duties provided by CMT through construction project completion. Based upon our involvement during the construction phase of the projects to date, we anticipate the scope of work below to be provided by CMT, on an as-needed basis:

1. Periodic "check-ins" and coordination with City of Bloomington field-construction staff, who are providing the City's daily construction inspection (assumed to be approximately 3-5 times per week).
2. Periodic site visits to observe the construction. This service is not intended to replace the full-time construction inspection being provided by the City's field-construction staff (assumed to be approximately 3-5 times per week) for the N Main Street construction project.
3. Respond to contractor questions, requests for clarification, and requests for information; and coordinate with the Design Team (CMT and Massie & Associates) and/or City staff, as necessary, for both the North Main Street Construction project as well as the Lead Service Line Replacement project. We understand that this role is not intended to serve as primary point-of-contact for the contractor, and that the City's field construction staff will be providing that role.
4. Maintain correspondence during construction with the contractor, subcontractors, material and equipment suppliers, and the city staff. This will be critical to determine when on-site services will be required.
5. Process monthly contractor pay requests for the N Main Street Construction project. We understand that the pay requests will approximately follow the process below:
 - City of Bloomington field construction staff will collect product tickets and calculate field quantities to provide to CMT.
 - CMT will be provided with City templates for processing the pay requests. CMT will also review field quantities against plan quantities, to assess the status of the construction budget.
 - CMT will provide a "draft pay estimate" to the contractor for their feedback, approximately 48-hours before the estimate is due to be processed by the City. At the same time, CMT will provide the draft estimate to City Engineering staff for their review and comment.

- CMT will finalize the pay estimate and provide to the City for processing.
6. Advise the City Engineering Department as necessary if made aware of any “big picture” concerns with the project. These may include challenges with the construction improvements, construction schedule, or concerns from Downtown residents, business owners, property owners, or visitors.

ASSUMPTIONS

Based upon discussions with City staff, the following is a list of additional project specific assumptions:

- Proposed amendment excludes \$120,000 credit to be provided for existing CMT contracts. This credit will be provided through a series of “voided” invoices on existing CMT contracts (PO #20260189-00 & #20260442-00).
- 400 block construction substantial completion will occur in September 2026.
- 400 block construction contract closeout will occur in October 2026.
- No work required by the design staff on the design assistance task from 10/26 – 02/27.
- Limited effort required by CMT staff for the admin assistance task from 11/26 – 02/27 (+/- 20 hours per month)
- 300 block construction starts March 2027.
- 300 block construction substantial completion will occur in June 2027.
- 300 block construction contract closeout will occur in July 2027.
- North Main project overall completion / closeout will occur in August 2027.
- Amendment for the Lead Service Line Replacement task is based upon additional on-site construction observation (up to 80 hours) and additional effort to address questions & change orders (up to 32 hours).

COMPENSATION

The total proposed fee for the above-described scope of services is **\$312,000**.

CMT’s services will be performed on an hourly basis, not to exceed the proposed amount shown without authorization from the City. The work will be performed in accordance with the terms & conditions defined in the proposed agreement. The total proposed fee for each phase of services shall be as follows:

- Construction Design Assistance \$120,000
- Construction Admin Assistance \$160,000
- Lead Service Line CA Assistance \$32,000

CRAWFORD, MURPHY & TILLY, INC.



Mike Sewell, PE, LEED AP
Project Manager



Consent Agenda Item No. 7.F.

For City Council: September 14, 2026

Ward Impacted:
City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with P.J. Hoerr, Inc., for the Police Department Garage Door and Ventilation Upgrades (Bid #2027-04), in the Amount of \$336,710, 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.

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: The Police Department, in coordination with the Facilities Division, seeks approval to award Bid #2027-04 for the installation of a high-speed garage door and required ventilation upgrades at the Police secured parking facility. This project addresses critical operational and safety deficiencies associated with the first lower-level access gate, which has exceeded 30 years of service life and experiences frequent mechanical failures. These failures can result in repeated downtime, delaying officer deployment during active emergencies and creating ongoing maintenance burdens.

Recent incidents further highlight the security risks of the existing system. Due to the gate's slow cycle time, an unauthorized individual was able to bypass the closing gate and enter the secure parking deck, resulting in a physical altercation with officers. Upgrading to a modern high-speed door is essential to improve response readiness, eliminate recurring equipment failures, and restore adequate perimeter security for departmental personnel.

Replacement of the door system also triggers required updates to the garage's air ventilation systems. To comply with Building Code requirements, modifications to the existing exhaust system and installation of a new make-up air handling system are necessary to ensure the safety of all users of the garage space.

The project was publicly advertised as Bid #2027-04 through the City's OpenGov portal and in the *Pantagraph* on August 13, 2026. A pre-bid site visit at the Police Department was held on August 18, 2026, at 11:00 AM. Two bids were received and opened via the City's OpenGov portal on August 27, 2026, at 11:00 AM, with P.J. Hoerr, Inc. identified as the lowest responsive bidder. The Police Department and Facilities Division recommend awarding the contract to P.J. Hoerr, Inc. in the amount of \$336,710.

Community Groups/Interested Persons Contacted: The request for bids was released on August 13th 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Community Engagement:

- Public notice and transparent communication provided

Financial Impact: If approved, the City will enter into the above-mentioned agreement in the amount of \$336,710. A total of \$213,000 was included in the FY 2027 Budget for this project. The remaining funds will come from the Police HVAC Improvement budgeted funds of \$400,000. The project will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" on pages 79, 82, 240, 247, and 257.

Fiscal Discipline:

- Funding source identified and sustainable within adopted budget

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Project Labor Agreement
4. Bid #2027-04 Bid Tabulation for PD Garage Door & Ventilation Upgrades

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH P.J. HOERR, INC., FOR THE
POLICE DEPARTMENT GARAGE DOOR AND VENTILATION UPGRADES (BID #2027-04),
IN THE AMOUNT OF \$336,710**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement (“Exhibit A”) with P.J. Hoerr, Inc., for the Police Department Garage Door and Ventilation Upgrades (Bid #2027-04), in the Amount of \$336,710 (“Project”); and

WHEREAS, the Project consists of work necessary to replace an entry gate with a garage door and upgrade ventilation equipment, safety bollard areas, and a contingency line item at the Police secured parking facility; and

WHEREAS, this project addresses critical operational and safety deficiencies associated with the first lower-level access gate, which has exceeded 30 years of service life and experiences frequent mechanical failures. These failures can result in repeated downtime, delaying officer deployment during active emergencies and creating ongoing maintenance burdens; and

WHEREAS, the replacement of the door system also triggers required updates to the garage’s air ventilation systems. To comply with Building Code requirements, modifications to the existing exhaust system and installation of a new make-up air handling system are necessary to ensure the safety of all users of the garage space; and

WHEREAS, the Bloomington Police Department and Administration Department – Facilities Division have budgeted for the Project in Fiscal Year 2027; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 14th day of September 2026.

APPROVED this ____ day of Septemeber 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:

Heyl Royster PC
Attn: Kenneth Davies, esq.
300 Hamilton Blvd.
Peoria, IL 61602
KDavies@Heylroyster.com

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

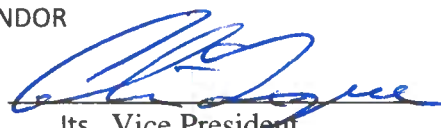
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

By: 
Its Senior Estimator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B COSTS/FEES

Base Bid - Bid #2027-04 Police Department Garage Door and Ventilation Upgrades					P.J. Hoerr, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LL1 Garage Door - Removal of Existing unit, select demolition and hand over to owner of existing controller unit, installation of new high speed rollup door, controls, opening and closing integration with security access system and entryway canopy. A Complete Working System as detailed in the plans. LL1 Ventilation Upgrades - Provide and Installation of Make Up Air Unit with specified pads, louvers, ductwork and modifications to the existing exhaust systems as noted and detailed on plans and specifications. Controls and integration into the	1	Lump Sum	\$131,500.00	\$131,500.00
X	2	buildings existing automation system as required. Project Area Safety Bollards - 8" DIAMETER STANDARD WEIGHT GALVANIZED STEEL PIPE (CONCRETE FILLED). PAINT SAFETY YELLOW. SEE DETAIL 5/A3.1 ALL ASSOCIATED WORK TO COMPLETE THE SAFETY ZONES AS DETAILED	1	Lump Sum	\$157,000.00	\$157,000.00
X	3	Project Area Safety Bollards - 6" DIAMETER STANDARD WEIGHT GALVANIZED STEEL PIPE BOLLARD (CONCRETE FILLED). PAINT SAFETY YELLOW. SEE DETAIL 5/A3.1 ALL ASSOCIATED WORK TO COMPLETE THE SAFETY ZONES AS DETAILED	2	Each	\$2,200.00	\$4,400.00
X	4	Overall Project Contingency 10% of Items 1-4, City has the sole discretion on the use of these funds	6	Each	\$2,200.00	\$13,200.00
X	5	throughout the project.	1	Lump Sum	\$30,610.00	\$30,610.00
		Total				\$336,710.00

PROJECT LABOR AGREEMENT

Between

Livingston & McLean Counties Building
& Trades Council



And

City of Bloomington



ARTICLE I - PURPOSE

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this 27 day of August, 2026 2024 by and between the City of Bloomington (hereinafter “City”) and the Livingston & McLean Counties Building & Trades Council (“Building Trades”) acting on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, entered into and executed this Agreement (hereinafter collectively referred to as “Union” or “Unions”), regarding City of Bloomington construction projects exceeding \$50,000 that fall within the scope of this agreement (“Project” or “Projects”).

Unless waived due to one or more of the reasons stated in City Code (see Article II, below), this PLA shall apply to Construction Work (as defined herein) performed by a Prime Contractor selected by the City and each of its subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for every Project to be awarded by the City.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement.

City, Union, and Contractor (collectively hereafter referred to as “Parties”) acknowledge agree that Projects authorized by the City of Bloomington are important to the development of City of Bloomington and its long-term goal to meet the needs and safety of its citizens. The Parties recognize the need for the timely completion of all Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor management cooperation and stability.

Contractor(s) and Unions agree that the timely construction of Projects may require employees from construction and supporting crafts possessing skills and qualifications that are vital to completion, and further agree to work together to furnish adequate numbers of required skilled, efficient craft workers for the efficient and quality construction of the Project.

Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, and to encourage cooperation between the Contractor(s) and Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties.

Therefore, in recognition of the needs of a Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractors shall agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II - SCOPE OF AGREEMENT

Section 1. This Agreement shall apply to Projects with a total projected cost over \$50,000.00, and is limited to the recognized and accepted historical definition of any and all publicly bid work under the direction of and performed by the Contractor(s) who have contracts awarded for such work on the Project. Such work shall include on site work and fabrication work offsite by the trade who will install that fabricated product. This excludes products or materials manufactured by an established manufacturer or fabricator for the project.

The Project is defined as the scope of work on site for the City of Bloomington Project in Bloomington, Illinois.

It is agreed that the City shall require all Contractors of whatever tier, who have been awarded contracts for publicly bid work covered by this Agreement, to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. ***The City shall, in its bid documents, require compliance with this Agreement by the Contractors, unless such requirement is waived in accordance with City Code which may include a determination by the City that a PLA requirement does not advance one or more of the interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and/or the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 2. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall be binding only on the Local Union signatories, the City, and the Project's Contractors who provide work on the Project, and, except for the third paragraph of Article II, Section 1 hereof, this Agreement shall not apply to their parents, affiliates, subsidiaries, owners or partners.

Section 4. The Contractors agree to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Livingston & McLean Counties Building & Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. If there is a violation of this section, the City may elect to move forward with the grievance process outlined in this Agreement.

Section 5. The City will follow its procurement code for awarding bids for these projects without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement, provided that such bidder, as a condition of such selection, accedes to become a party and to be bound to this Project Labor Agreement in the event of a successful bid. Nothing herein shall interfere with the City's rights to select the lowest qualified responsible bidder, without

regard to union or nonunion status at other construction sites or require said bidder to adhere to the terms of this Project Labor Agreement other work not related to the Project or beyond the term of its Letter of Assent. ***It is understood that where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 6. The following items are specifically excluded from this Agreement: the furnishing and/or delivery of materials, supplies, or equipment, and the installation of specialty systems, materials, equipment, and products. However, the delivery of concrete, sand, gravel, asphalt, ready mix, and aggregate is included. "Specialty work" refers to tasks that a trade has not historically performed or for which there is no established precedent regarding skills or employee provision. The City and Contractors may make determinations concerning warranties and exceptional items.

Section 7. Nothing contained herein shall be construed to prohibit or restrict the City and/or its employees from performing work on the Project site that is not covered by this Agreement. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the City, the Agreement will not have further force or effect on such items or areas, except when the Contractors are directed by the City to engage in repairs, modifications, check-out, and warranty functions required by its contract with the City during the term of this Agreement.

Section 8. It is understood that the City, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint except as otherwise provided by law. Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the City, the Contractor(s) or any other employer, except as otherwise provided by law.

Section 10. Authorized representative(s) of the Livingston & McLean Counties Building & Trades Council and the applicable employers association, if any, and their affiliated unions, shall have access to the Project consistent with applicable Collective Bargaining Agreements and City of Bloomington policies regarding visitors and safety.

ARTICLE III - UNION RECOGNITION

Section 1. Contractors recognize the signatory unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdiction working on the Project within the scope of this Agreement. ***It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 2. Each Union, which is a party to this Agreement, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the

employees of any other employer. Stewards shall not be subject to layoff if qualified to perform the work and there is adequate work available for the craft.

ARTICLE IV - MANAGEMENT' S RIGHTS

Section 1. The City and Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, City policy, and/or state/federal law, Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. Unless specified in the Project or as required by law, there shall be no limitations on production by workers or restrictions on the full use of tools or equipment. If the Contractor is not billing on a time and materials basis, the City shall place no restriction, other than may be required by safety or security regulations, on the number of employees assigned to any crew or to any service. The City maintains the right to require changes to design and/or materials as project needs may require, or as necessary to meet the best interest of the City.

Section 2. The Project Contractor and Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, by City policy, and/or by federal/state/local law, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. Unless specified in the Project or as required by law, there shall be no limitations on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety or security regulations, on the number of employees assigned to any crew or to any service.

Notwithstanding the above, Parties acknowledge that change orders may become necessary due to unexpected circumstances, and the City may require changes to design and/or materials as necessary to meet Project requirements or objectives.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS DUE TO LABOR ISSUES

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee at any City site, and there shall be no lockout by the Contractor or the City. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, sympathy strike, picketing or other disruptive activity at the project site or any other site, and shall undertake all reasonable means to prevent or to terminate

any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees of the Local Union to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, sympathy strikes or work stoppages.

Section 2. The City, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any unresolved questions or disputes arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. If Local Unions have an established grievance procedure in their collective bargaining agreement, grievances shall be referred to the Local Union's grievance procedures for resolution. If no Local Union procedure exists, proceed to Step 2

Step 2. a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after having knowledge of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the City shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours

thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 3 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

b) Should the Local Union(s) or the City or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

c) Notify the City Manager within 48 hours if grievance has reached Step 2.

Step 3. The International Union Representative and the involved contractor shall meet within seven (7) working days of the referral of a dispute to this third step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 4 within seven (7) calendar days thereafter.

Step 4. a) If the grievance has been submitted but not adjusted under Step 3, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

No action under this Section shall become a basis for a work stoppage under this Agreement.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. As used in this Agreement, the term "jurisdiction dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to any other employer, contractor, or organization on the site.

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with ~~traditionally recognized craft trade jurisdiction and~~ the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the North America's Building & Trades Council or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without occurrence of any strike, sympathy strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the union with delivery schedules, allowing as much time as possible to verify the appropriate crafts will be available to unload the materials or equipment.

Section 5. Each Contractor will conduct a pre-job conference with the appropriate Building & Construction Trades Council prior to commencing work. The Project Contractor, the Owner and the City will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII - SUBCONTRACTING

The City agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by the scope of this Agreement except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Attachment A requires a signature before work may commence. Excluding specialty type contractors or subcontractors and those described in Article II Section 6.

ARTICLE IX - APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent and skilled workers in the construction industry, the Contractor will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the crafts in which they are indentured. The required ratio of apprentices for this Project shall be established in accordance with the ratios that exist in the current local collective bargaining agreement(s).

ARTICLE X - WAGES AND BENEFITS

Section 1. The wage rates and fringe benefit contributions applicable to this project shall be those in effect for comparable work in the respective Unions' local collective bargaining agreement with the historically recognized local employer bargaining group. It is agreed that Project Wage Schedule(s) will be made a part of this Agreement, and all employees covered by this Agreement shall be paid accordingly. It is further agreed that the Contractor will accept and adopt any subsequent wage rate and fringe benefit contribution increases or decreases negotiated during the

term of this Agreement. The City follows the Prevailing Wage Act which is congruent with the other terms of Article X Section I.

Section 2. If during the term of this Agreement a signatory Union's referenced local labor agreement fails to be renegotiated in a timely manner (i.e. prior to the expiration of the local agreement), the Unions agree that they will not under any circumstances strike, withdraw people from the project, or in any manner interrupt or impede the progress of the work. There shall be no lockout by the Contractor. The wage rates and fringe benefit contributions that are in effect prior to the expiration of the local agreement will be paid until such time as the wage rates and/or fringe benefit contributions are negotiated, at which time said wage rates and fringe benefit contributions will be implemented retroactively.

ARTICLE XI - REFERRAL OF EMPLOYEES

Section 1. The Contractor recognizes the Unions as the source of employment referrals. The appropriate Union will be contacted and shall refer all applicants for employment in accordance with the Union's established referral rules and practices.

Section 2. Selection of applicants for referral jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based on race, creed, color, sex, age or national origin of such employee or applicants.

Section 3. Contractors and subcontractors may retain a percentage of their current workforce in addition to labor referred through the signatory labor organizations. This percentage may be included in the bid solicitation and subject to negotiation between the Parties upon award of the contract.

ARTICLE XII - LOCAL HIRING AND EQUITY COMMITMENT

Section 1. Purpose and Goals. The purpose of this provision is to ensure that local community members, particularly those from underserved populations, have equitable access to employment opportunities generated by this project. This will support local economic development, foster diversity, and promote inclusive growth within the community.

Section 2. Local Hiring Goals. Contractor shall strive to achieve the following goals regarding local hiring:

- a) **Minimum Local Hire Rate:** At least 30% of the total workforce employed on the project shall consist of residents from the local community.
- b) **Underserved Community Representation:** A minimum of 15% of the workforce shall be individuals from underserved communities, including but not limited to low-income individuals, minorities, and women.

Section 3. Equity Plans. Contractor shall develop and implement a comprehensive Equity Plan that includes:

- a) Assessment of Barriers: An analysis of potential barriers faced by local and underserved community members in accessing employment on the project.
- b) Outreach Strategies: Proactive strategies to engage and recruit workers from these communities, including partnerships with local organizations and community groups.
- c) Training and Development: Programs to provide training and skill development for local residents, aimed at enhancing employability and career advancement opportunities within the industry.

Section 4. Strategic Recruitment Policies. Contractor shall establish and adhere to the following recruitment policies:

- a) Targeted Outreach: Conduct outreach activities specifically aimed at attracting candidates from underserved communities, including job fairs, community meetings, and partnerships with local training programs.
- b) Support for Applicants: Provide assistance and resources for local residents to navigate the application process, including resume workshops and interview preparation sessions.
- c) Monitoring and Reporting: Regularly monitor and report on recruitment efforts and workforce demographics, ensuring transparency and accountability in meeting local hiring goals.

Section 5. Participation of Small Businesses

Contractor shall make concerted efforts to engage small businesses, particularly those owned by local and underserved community members, by:

- a) Subcontracting Opportunities: Setting aside at least 20% of the project's subcontracting opportunities for small businesses.
- b) Capacity Building: Providing support and resources to help small businesses compete for subcontracting opportunities, including mentoring and training programs.
- c) Partnership Development: Encouraging partnerships between large contractors and local small businesses to facilitate knowledge sharing and resource allocation.

Section 6. Compliance and Enforcement

Contractor shall include these local hiring and equity commitments in all subcontractor agreements. Non-compliance with these provisions may result in penalties, including but not limited to financial penalties or suspension of contract activities.

Section 7. Review and Adjustment

The goals and strategies outlined in this provision will be reviewed biannually to assess

effectiveness and make necessary adjustments based on community feedback and project outcomes.

This Article is intended to create a collaborative framework that prioritizes local employment, equity, and the inclusion of small businesses, ultimately fostering a stronger and more resilient community.

ARTICLE XIII - WORK RULES

Section 1. The Project contractor may establish reasonable project rules, as it deems appropriate. These project rules shall be discussed with the Union in advance of implementation at the pre-job or Labor/Management meeting.

ARTICLE XIV - SAFETY AND HEALTH

Section 1. The employees covered by the terms of this agreement shall at all times while in the employment of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act.

Section 2. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 3. To protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices.

Section 4. The dangers and costs which alcohol and other chemical abuses can create in the construction industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment will contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interest of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlines in the Union's applicable local Agreement.

Section 5. It shall be the exclusive responsibility of each Contractor to assure conditions for its employees and compliance by them with any safety rules established for the Project. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons if injuries or accidents occur.

ARTICLE XV - LABOR/MANAGEMENT MEETING

A Labor/Management meeting between the Contractors and Sub-Contractors on the Project and a Business Representative of each Local Union performing work in the Project shall meet as needed either on site or at another pre-designated site for the purpose of fully communicating all pertinent project information, i.e. project progress, safety, schedule, manpower needs, etc. and addressing issues that promote and benefit the successful completion of the Project. A special meeting may

be called at any time, by either the Contractors or Labor whenever an issue(s) of significant importance arises.

ARTICLE XVI - GENERAL SAVINGS CLAUSE

If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Project Contractor and the union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVII – COMPLIANCE WITH CITY PLA REQUIREMENTS

All terms, regulations and conditions as ratified by the City Council of the City of Bloomington, IL in Bloomington Ordinance No. 2024-058 are hereinafter assented to, affirmed by, and memorialized by the parties. City of Bloomington Ordinance No. 2024-058 is attached as Exhibit A to this Agreement.

As required by City Code, § 16-416 E, Unions participating in a project labor agreement shall provide the following:

- (i) Certification of compliance in relation to the public works project with the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act; and
- (ii) Documentation evidencing that such union has an active joint labor- management apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training; and
- (iii) Evidence of an established membership recruitment program that specifically includes efforts to recruit residents of the city and minority and female participants; and
- (iv) Documentation evidencing the demographic characteristics of union membership and the apprenticeship and training program.

ARTICLE XVIII - PLA TERM OF AGREEMENT

This Agreement shall have a term of four (4) years from the Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for successive two (2) year terms unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notice of termination must be delivered to the other party in accordance with the notice provisions set forth in this Agreement.

This Agreement may be amended or supplemented only by the mutual consent of the parties hereto, deduced to writing and duly signed by each.

ARTICLE XIX – NOTICE

All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered by one of the following methods:

1. **Personal Delivery:** Delivered in person to the party or designated representative.
2. **Certified Mail:** Sent via certified mail, return receipt requested, postage prepaid.
3. **Email:** Sent via electronic mail to the address specified below, provided that a confirmation of receipt is obtained.

Notices shall be sent to the following addresses:

If to CITY:

City of Bloomington
c/o City Manager
115 E. Washington Street, Suite 402
Bloomington, Illinois 61701
Email: [email@example.com]

If to BUILDING TRADES (on behalf of itself and all affiliates and members):

Livingston & McLean Counties Building & Trades Council
P.O. Box 3248,
Bloomington 61702
Email: mike@ibew197.org

Changes to Address - Each party may change its address for notices by providing written notice to the other party in accordance with this provision.

Effective Date of Notice - Notices shall be effective as follows:

4. If delivered in person, on the date of delivery.
5. If sent by certified mail, on the date of receipt as indicated on the return receipt.
6. If sent by email, on the date the email is confirmed as received by the recipient.

General Provisions

This Notice Provision shall survive the termination of this Agreement and remain in effect until all obligations under this Agreement are fulfilled.

By incorporating this Notice Provision, both parties agree to adhere to the specified methods and requirements for communication throughout the duration of the Agreement.

[SIGNATURES ON NEXT PAGE]

PROJECT LABOR AGREEMENT

Between

Livingston & McLean Counties Building & Trades Council

And

City of Bloomington

Project (Name and Bid number)

Attachment A

LETTER OF ASSENT

Pursuant to Article II, Scope of Agreement, Section 1, and Article XV, Subcontracting, of this project Labor Agreement, the undersigned contractor hereby agrees to comply with and be bound by all terms and conditions of the Project Labor Agreement.

This "Letter of Assent" will remain in effect for the duration of the Project, after which this understanding will terminate upon Notice of Completion being duly signed by both parties.

Contractor: P.J. Hoerr, Inc.

Address: 117 Merle Ln.

Normal, IL. 61761

Telephone: 309-688-9567

Email: colin@pjhoerr.com

By: Colin Logue

(Print Name)

Signature: 

Title: Vice President

Date: 8/27, 2026

EXECUTION PAGE

City of Bloomington

Livingston & McLean Counties Building & Trades Council

By: Jeffrey R. Jurgens

By: Mike Rait

Name: Jeffrey R. Jurgens, City Manager

Name: Mike Rait

Date: 11/21/2024 | 1:58 PM CST

Date: 11/18/24

Project Labor Agreement representing the Unions listed below:

Matt Braun
Matt Braun, BAC Local 8

Jay Logan
Jay Logan, IJA Local 99

Matthew R. Bender
Matt Bender, Carpenters Local 237

Bryan Hananin
Bryan Hananin, IOOE Local 649

Scott L Nimmo
Scott Nimmo, Plasterers & Cement Masons Local 18

Ray Crotts
Ray Crotts, Roofers Local 69

Mike Rait
Mike Rait, IBEW Local 197

Dave Gamber
Dave Gamber, Sheet Metal Workers Local 1

Tom McGrath
Tom McGrath, Insulators Local 17

Patrick A Gleason
Patrick Gleason, Teamsters Local 26

Jason Emerick
Jason Emerick, Iron Workers Local 112

Ronnie Paul
Ronnie Paul, Laborers Local 362

Mandy Ganleany
Mandy Ganleany, Painters Dist. Council 6

Nate Hodgson
Nate Hodgson, Millwright & Machinery Erectors Local 1693

**EVALUATION TABULATION**

ITB - PLA No. Bid #2027-04

Police Department Garage Door and Ventilation Upgrades

RESPONSE DEADLINE: August 27, 2026 at 11:00 am

Report Generated: Tuesday, September 8, 2026

SELECTED VENDOR TOTALS

Vendor	Total
P.J. Hoerr, Inc.	\$336,710.00
GIVSCO CONSTRUCTION COMPANY	\$357,962.00

BASE BID - BID #2027-04 POLICE DEPARTMENT GARAGE DOOR AND VENTILATION UPGRADES

Base Bid - Bid #2027-04 Police Department Garage Door and Ventilation Upgrades					GIVSCO CONSTRUCTION COMPANY		P.J. Hoerr, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	LL1 Garage Door - Removal of Existing unit, select demolition and hand over to owner of existing controller unit, installation of new high speed rollup door, controls, opening and closing integration with security access system and entryway canopy. A Complete Working System as detailed in the plans.	1	Lump Sum	\$110,800.00	\$110,800.00	\$131,500.00	\$131,500.00
X	2	LL1 Ventilation Upgrades - Provide and Installation of Make Up Air Unit with specified pads, louvers, ductwork and modifications to the existing exhaust systems as noted and detailed on plans and specifications. Controls and integration into the buildings existing automation system as required.	1	Lump Sum	\$191,650.00	\$191,650.00	\$157,000.00	\$157,000.00

EVALUATION TABULATION

ITB - PLA No. Bid #2027-04

Police Department Garage Door and Ventilation Upgrades

X	3	Project Area Safety Bollards - 8" DIAMETER STANDARD WEIGHT GALVANIZED STEEL PIPE (CONCRETE FILLED). PAINT SAFETY YELLOW. SEE DETAIL 5/A3.1 ALL ASSOCIATED WORK TO COMPLETE THE SAFETY ZONES AS DETAILED	2	Each	\$4,840.00	\$9,680.00	\$2,200.00	\$4,400.00
X	4	Project Area Safety Bollards - 6" DIAMETER STANDARD WEIGHT GALVANIZED STEEL PIPE BOLLARD (CONCRETE FILLED). PAINT SAFETY YELLOW. SEE DETAIL 5/A3.1 ALL ASSOCIATED WORK TO COMPLETE THE SAFETY ZONES AS DETAILED	6	Each	\$2,215.00	\$13,290.00	\$2,200.00	\$13,200.00
X	5	Overall Project Contingency 10% of Items 1-4, City has the sole discretion on the use of these funds throughout the project.	1	Lump Sum	\$32,542.00	\$32,542.00	\$30,610.00	\$30,610.00
Total						\$357,962.00		\$336,710.00

EVALUATION TABULATION

Invitation to Bid - Police Department Garage Door and Ventilation Upgrades

Page 2



Consent Agenda Item No. 7.G.

For City Council: September 14, 2026

Ward Impacted:

City Wide

Subject: Consideration and Action on a Resolution Approving a Professional Services Agreement with Dewberry Architects, Inc., for the Bloomington Police Department Facility Study, in the Amount of \$54,937, as requested by the Police 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: The City of Bloomington Police Department is seeking design services to conduct a renovation study of the existing Police Department facility. The purpose of the study is to provide the City with information regarding potential future renovation of the Police Department. The study will evaluate potential options for the reallocation of space within the existing facility, as well as potential solutions involving small additions, new facilities, or reuse of existing facilities. The goal of the project is to improve departmental workflow and support efforts that reinforce Illinois Law Enforcement Accreditation Program ("ILEAP") accreditation. Dewberry Architects, Inc. ("Dewberry") has provided a proposal for professional design services to assist the City with this study.

To support this effort, the City utilized the Architectural and Engineering preparatory services ("AEPS") Request for Qualifications (RFQ #2025-32) process to identify and select Dewberry as the most qualified firm to provide architectural and engineering ("A&E") preparatory services. This approach ensured a competitive, qualifications-based selection aligned with procurement requirements for professional services.

Dewberry's proposal includes review of information previously prepared for the City, including the BKV Group Needs Assessment, as well as interviews with Police Department staff, evaluation of the existing facility, development of preliminary concept plans, limited structural evaluations, and cost estimates for the proposed concepts. The study will also include a concept design for a standalone evidence facility and an analysis of the existing facility at 109 Olive Street as a potential alternative to a new evidence facility.

Community Groups/Interested Persons Contacted: N/A

Community Engagement:

- N/A

Financial Impact: If approved, the City will enter into the above-mentioned agreement, in the amount of \$54,937. This will be paid from the Drug Fund Street Money Laundering - Architectural & Engineering Services for Capital account (20900900-70051-33000). Stakeholders can locate this in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" on page 16.

Fiscal Discipline:

- Alternatives and cost comparisons evaluated to ensure best value.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Agreement Attachment B

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
DEWBERRY ARCHITECTS, INC., FOR THE BLOOMINGTON POLICE DEPARTMENT
FACILITY STUDY, IN THE AMOUNT OF \$54,937**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a Professional Services Agreement (“Agreement”) with Dewberry Architects, Inc. (Exhibit A), for the Bloomington Police Department Facility Study, in the Amount of \$54,937; and

WHEREAS, the City of Bloomington, Illinois (the “City”), through the Bloomington Police Department (“BPD”), desires to evaluate the existing Police Department facility and identify potential options for future renovation, reallocation of space, and improvements to departmental operations; and

WHEREAS, the City seeks to conduct a comprehensive renovation study to evaluate potential options for the reallocation of space within the existing Police Department facility, as well as potential solutions involving small additions, new facilities, or the reuse of existing facilities; and

WHEREAS, the purpose of the study is to provide the City with information and preliminary concepts to assist in determining the most appropriate future facility needs of the BPD; and

WHEREAS, the study will also include development of a concept design for a standalone evidence facility and an analysis of the existing City facility located at 109 Olive Street, Bloomington, IL to determine its potential suitability for reuse as an evidence facility; and

WHEREAS, the City finds that the professional services proposed by Dewberry Architects, Inc., will assist the City in evaluating the BPD’s current and future facility needs and provide information necessary for future planning and decision-making; 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 14th day of September 2026.

APPROVED this ____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

DEWBERRY LETTER PROPOSAL

City of Bloomington – Police Department Facility Reorganization and Evidence Planning

August 5, 2026

City of Bloomington – Police Department Facility Reorganization and Evidence Planning

Attn: Aaron Veerman

Email: aveerman@cityblm.org

RE: City of Bloomington – Facility Reorganization and Evidence Planning Study

Dear Aaron Veerman,

Thank you for the opportunity to provide you with a proposal to assist the City of Bloomington, IL (Client) with design services for renovation of the Police Department. The goal is to improve departmental workflow and support efforts toward achieving ILEAP accreditation. Dewberry Architects Inc. (“Dewberry”) is committed to your project, and we will make available the appropriate resources to complete this effort. Below is our understanding of your request and a proposed Scope of Services.

PROJECT UNDERSTANDING:

Our team understands that the City of Bloomington, IL is seeking to conduct a renovation study of the existing police facility, located at 305 S East St, Bloomington, IL 61701, to provide potential options for reallocation of space in the existing facility and solutions for small additions, new facilities or reuse of existing facilities.

SCOPE OF WORK:

The purpose of this study is to provide the City of Bloomington, IL with information about possible future renovation of the Police Department.

Task 1: Kick-off Meeting and Guiding Principles (2-3-week duration)

Review project scope with the Client.

Establish and agree to a project schedule.

Conduct a kick-off meeting to establish the guiding principles of the project to understand what the City’s goals of the project are.

During this Task, Dewberry will assist and attend tours of the existing facilities.

Deliverables for Task 1:

- Project Schedule
- Detailed Meeting Schedule
- Guiding Principles Matrix (Critical Success Factors)
- Meeting Documentation

Task 2: Information Gather, Verification and Evaluation (4-week duration)

Dewberry will analyze data provided by the city including the BKV Group needs assessment. Conduct interviews with Police Department staff to understand each department’s responsibilities, workflow and day-to-day activities to better understand adjacent needs for better workflow through the entire facility.

- Visually assess the existing building that the city intends on renovating.
- Review current and future staffing projections with the PD.
- Review ADA compliance and layout inefficiencies.
- Review Fire Egress of the entire facility.
- Confirm staffing in the BKV report is correct for all divisions.

Dewberry will provide the following:

- Room by Room of the spaces needed for all facilities
- Room data sheets describing the needed equipment and finishes of each space within the assessment.

This draft will be provided to the city for review and comment. After reviews have taken place the design team will finalize the needs assessment.

Deliverables to Task 2:

- Code assessment of the existing facility, with accessibility, structural hardening, and life safety code compliance.
- Equipment needs notated in the Program Needs Assessment
- Meeting Documentation

Task 3: Preliminary Concept Drawings (4-week duration)

Through discussions with the city, Dewberry will learn the desired workflow for improving day-to-day activities in the new renovation.

Understanding the ideal workflow, we will create concept plans showing proper adjacencies of spaces in the police department. Dewberry will provide concept plan options for the police department renovation for review with the police department staff and comments. Revisions will be provided based on feedback from our meeting and revised layouts will be provided. Our structural engineers will evaluate and analyze the facility to assist the architects with creating concept plans, so that stakeholders are confident in the viability of the proposed solution for implementation.

Dewberry will provide concept design for a standalone evidence facility as well as an additional analysis and concept planning for using the facility located at 109 Olive St., north of the Police Department in lieu of a new facility to provide cost information to the city of new construction vs. renovation.

Structural Scope: (305 S East Street)

Provide limited structural engineering study to evaluate the proposed facility reorganization and evidence planning of the existing Police Department.

Assist architect with their conceptual design.

The existing structural drawings have been made available to us.

The existing BKV Group needs assessment will be provided to us.

Scope of Services:

Consultation with Architect/Owner to determine specific requirements.

Attendance at virtual design coordination meetings.

Formulation of structural design criteria based on the current 2018 International Building Code per the governing jurisdiction.

Determination of dead and live load for specific occupancy areas.

Up to 1 structural site visits to review existing conditions.

Final deliverable shall be a structural engineering narrative stating our visual findings and/or items that require further analysis and review.

Exclusions:

Extensive review of the existing lateral system to accommodate the current wind and seismic loading.

Extensive review of the existing foundation or retaining walls to accommodate the current loading.

Complete design and Construction Documents of modifications or reinforcement to the existing structure.

Civil, Technology, Mechanical, Electrical, Plumbing and Fire Protection Engineering.

Preparation of opinion of probable construction cost (OPCC).

Structural Scope: (109 Olive St)

Provide limited structural engineering services to determine which walls within the existing building located at 109 E Olive Street in Bloomington, Illinois are load bearing.

Provide any loading limitations that might need to be considered as part of the renovation planning.

It is our assumption that the existing building will be utilized as an office building with a Risk Category of II.

Based upon pictures, the first-floor framing appears to be accessible through a lay in ceiling, however, the second floor appears to have an inaccessible ceiling tile.

Our bearing wall review will only be based upon items that can be visually observed.

At concealed areas, framing system shall be assumed based upon other floors but should be field verified prior to the completion of any Construction Documents.

The existing scanned structural drawings have been made available to us, but portions of the scanned images are ineligible.

Final deliverable shall be PDF marked up floor plan for renovation planning.

Scope of Services:

Consultation with Architect/Owner to determine specific requirements.

Attendance at up to 1 virtual design coordination meeting.

Attendance at up to 1 site to review the existing conditions.

Formulation of structural design criteria based on the current 2018 International Building Code per the governing jurisdiction.

Exclusions:

Review of the existing lateral system or any upgrades required for a higher building Risk Category.

Review of the existing gravity systems for loads over what is listed on the existing drawings.

Preparation of structural calculation package.

Complete design and Construction Documents of modifications or reinforcement to the existing structure.

Civil, Technology, Mechanical, Electrical, Plumbing and Fire Protection Engineering.

Preparation of opinion of probable construction cost (OPCC).

Deliverables to Task 3:

- Produce Conceptual Floor Plans – define adjacencies, flow, egress and scale.
- Adjust floor plans for Public Presentation
- Stakeholder Presentation
- Updates Plans per feedback
- Meeting Documentation

Task 4: Concept Evaluations and Cost Estimation (4-week duration)

Upon approval of the concept plans and site test fittings, cost estimates will be developed for the project. Cost analysis will be performed and discussed with project stakeholders.

Packaging together all information into a packet for the city so all documentation is in one place. One board presentation is included in this Task.

Deliverables to Task 4:

- Cost Estimates for the layouts
- Written Summary of Cost Estimates
 - Costs should be identified in parts and pieces such that there are identified potential projects broken down in different projects and timelines with cost escalation included
- Final Report with Executive Summary and Study Synopsis
- Meeting Documentation

ASSUMPTIONS & EXCLUSIONS:

Assumptions:

- We assume that there are drawings of the existing facility for the Police Department available for review by the design team.
- BKV prior work on Needs Assessment will be provided to Dewberry
- The Cost estimate and concept plans need to be completed as agreed upon by owner and Architect at a future date but in no event more than three (3) weeks after completion of the prior task.

Exclusions:

- Facility Condition Assessment of the existing facilities.
- Existing Mechanical, Electrical, Plumbing, Security/Technology, and Fire Protection System assessment.
- Civil Engineering
- Permitting
- Renderings depicting what the facilities will look like (reserved for SD phase)
- Community Engagement Meetings
- Geotech Engineering and report – recommend city conduct this testing outside of this agreement.
- Surveying
- Extensive review of the existing lateral system to accommodate the current wind and seismic loading.
- Extensive review of the existing foundation or retaining walls to accommodate the current loading.
- Complete design and Construction Documents of modifications or reinforcement to the existing structure.
- Civil, Technology, Mechanical, Electrical, Plumbing and Fire Protection Engineering.
- Preparation of opinion of probable construction cost (OPCC).

PRICE & PAYMENT

Dewberry Fees:

Architectural Fee \$21,538.00
 Structural Evaluation (305 S East St) \$10,500.00
 Structural Evaluation (109 Olive) \$4,425.00
 Cost Estimate \$18,000.00
 Proposed Fee \$54,463.00
 Anticipated Reimbursable Expenses \$475.00 (Mileage and Postage)
Total Proposed Fee \$54,937.00

Any Services beyond those expressly described in the tasks above shall be treated as additional services and shall require the City's prior written authorization by change order before being performed or billed. Fees are fixed as stated above and shall not increase except by written change order signed by the City's authorized representative.

STANDARD TERMS AND CONDITIONS

Dewberry's Attachment B - Standard Terms and Conditions are incorporated by full text into and made a part of this proposal (copy attached), as modified by the City of Bloomington's redline of Attachment B dated August 24, 2026, which shall control over any conflicting term in Dewberry's original Attachment B.

INSURANCE

Prior to commencing Services, Dewberry shall procure and maintain, at its own expense, and shall furnish the City with certificates evidencing: (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, naming the City of Bloomington as an additional insured; (b) Professional Liability (Errors & Omissions) insurance with limits of not less than \$2,000,000 per claim / aggregate, to be maintained for a minimum of three (3) years following completion of the Services; (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000; and (d) Workers' Compensation insurance as required by Illinois law. Certificates of insurance shall be provided to the City before any Services begin and shall provide for at least thirty (30) days' notice to the City prior to cancellation or material change.

STANDARD OF CARE

Dewberry shall perform the Services consistent with the professional skill and care ordinarily provided by architects and structural engineers practicing in the State of Illinois under similar circumstances. Dewberry shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

TERMINATION FOR CONVENIENCE

The City may terminate this Agreement, in whole or in part, for its convenience at any time upon thirty (30) days' prior written notice to Dewberry. In the event of such termination, the City shall pay Dewberry for Services properly performed and reimbursable expenses properly incurred through the effective date of termination, and Dewberry shall have no claim against the City for anticipated profit or other damages resulting from such termination.

CONFIDENTIALITY OF SECURITY-SENSITIVE INFORMATION

The parties acknowledge that plans, drawings, and related documents produced under this Agreement depicting the layout, security systems, or evidence-handling areas of the Police Department facility may be exempt from disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/7(1)(v), as records that would reveal facility vulnerabilities. Dewberry shall treat such materials as confidential, shall not disclose them to third parties without the City's prior written consent, and shall limit internal and subconsultant access to personnel with a need to know for performance of the Services.

If the above meets with your approval, please sign this letter below and return a complete copy of the letter to my attention, which will serve as our authorization to proceed with this project. Should you have any questions or comments regarding this proposal, contact Jonathan Tallman at 847.841.0612 or through email: jtallman@dewberry.com.

Sincerely,

Jonathan Tallman, AIA, NCARB
Associate Principal

Encls. Attachment A – Dewberry Standard Hourly Billing Rate Schedule
Attachment B – Dewberry Standard Terms and Conditions (as redlined by the City of Bloomington, August 24, 2026)

PROPOSAL ACCEPTED BY:

CLIENT'S AUTHORIZED REPRESENTATIVE:

Typed Name:
Title:
Date:

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. Period of Offer.

Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. Scope of Services.

For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for: (a) the correctness or completeness of any document which was prepared by another entity; (b) the correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf; (c) favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever; (d) taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work; (e) the actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface; (f) site safety or construction quality, means, methods, or sequences; (g) the correctness of any geotechnical services performed by others, whether or not performed as our subcontractor; (h) the accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill; (i) the accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project. Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. Your Oral Decisions.

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice. Notwithstanding the foregoing, no change in the scope of Services, extension of the schedule, or increase in fees shall be binding on the City unless authorized in advance by a written change order signed by the City's authorized representative.

4. Proprietary Rights.

The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these

documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity), except to the extent such liability, loss, damages, claims, or demands arise from Dewberry's negligence, willful misconduct, or breach of this Agreement.

5. Fees and Compensation.

If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. Any increase to the lump sum, unit, or hourly billing rates applicable to this Project shall require the City's prior written approval.

6. Period of Service.

The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and either party may thereafter terminate the Agreement only in accordance with Paragraph 14 (Termination), or the City may terminate for its convenience upon thirty (30) days' prior written notice, in which case the City shall pay only for Services properly performed and reimbursable expenses incurred through the effective date of termination.

7. Reimbursable Expenses.

Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

8. Payment Terms.

We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge not to exceed the rate permitted for late payments by a unit of local government under the Illinois Local Government Prompt Payment Act, 50 ILCS 505 (currently 1% per month) on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to (after providing the City no less than fifteen (15) days' prior written notice and an opportunity to cure) suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full, provided that Dewberry shall not withhold any drawings, documents, or data already delivered to the City that relate to life-safety, code compliance, or the evidence-room security design. You shall not

offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 30- days of the invoice date, the invoice shall be presumed, absent manifest error, be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. Information from You and Public Sources.

You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

10. Plan Processing.

We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. Meetings and Conferences.

To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. Your Claims.

You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence: (a) You shall give us written notice within thirty (30) days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 30 days, then such claim shall forever be barred and extinguished. (b) If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so. (c) If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished. (d) We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement. Nothing in this Paragraph 12 shortens or otherwise limits the statute of limitations or statute of repose applicable to claims against design professionals under Illinois law, including 735 ILCS 5/13-214.

13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.

You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, except to the extent caused by Dewberry's negligence, willful misconduct, or failure to comply with applicable environmental law. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.

14. Termination.

Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

15. Payment of Other Professionals.

If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

16. Assignment and Third-Party Beneficiaries.

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with the City's prior written consent, not to be unreasonably withheld or delayed (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.

17. Applicable Law and Forum Selection.

The laws of the State of Illinois shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois, or the United States District Court for the Central District of Illinois, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction.

18. Arbitration of Our Claims for Compensation.

Any claim for compensation due Dewberry under this Agreement shall be resolved by the Courts identified in Paragraph 17, applying Illinois law. Nothing in this Agreement limits the City's right to assert any counterclaim, defense, or right of set-off in any such proceeding.

19. Severability.

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. Limitations on Liability.

In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the greater of (a) \$2,000,000, or (b) the limits of Dewberry's professional liability and commercial general liability insurance policies applicable to the Project, provided that this limitation shall not apply to claims arising from Dewberry's gross negligence, willful misconduct, or fraud. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

21. Payment of Attorney's Fees.

22. Indemnification.

You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our negligence or willful misconduct, in whole or in part.

23. Integration Clause.

The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

24. Notice.

Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department. Any notices issued to the City shall be sent to: City of Bloomington, Corporation Counsel's Office, 109 E. Olive St., Bloomington, IL 61701, with a copy to the project's designated department contact.



Consent Agenda Item No. 7.H.

For City Council: September 14, 2026

Ward Impacted:

Ward 2

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Pagel Noud Subdivision, for the Property Commonly Known as 3207 Stringtown Rd. (PINs: 20-24-400-010 & 21-19-300-008), 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.

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 Applicant seeks approval of two (2) previously un-subdivided parcels into one (1) lot of record and two (2) outlots with associated easements and reserved right-of-way. This plat is necessary to facilitate the sale of the single-family dwelling on the property while allowing the balance of the property to continue in active agricultural use. Access from Stringtown Road is existing, and an Access Certificate has been acquired from the County Engineer. Additional right of way is dedicated to the County to complete the required width of Stringtown Road. A right of way strip, running north-south through the property, is reserved for future use in conformance with the City's long-term transportation plan. City Staff have no objections to the Plat.

Community Groups/Interested Persons Contacted: N/A

Community Engagement:

- N/A

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

Fiscal Discipline:

- Mandated or Administrative Action

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Plat Location Map
4. Petition
5. Owner's Certificate with School District
6. County Clerk's Certificate
7. McLean County Hwy Plat Access Certificate
8. Drainage Certificate

ORDINANCE NO. 2026 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE PAGEL NOUD SUBDIVISION.
FOR PROPERTY COMMONLY KOWN AS 3207 STRINGTOWN RD.
(PINS: 21-19-300-008 & 20-24-400-010)**

WHEREAS, there was heretofore filed with the City of Bloomington ("CITY"), McLean County, Illinois, a Petition for approval of the Final Plat of the Pagel Noud Subdivision, for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included a Final Plat prepared by Jeremy C. Schreck, Registered Illinois Land Surveyor Number 35-3895, of Aldeia Engineering & Surveying, dated August 13, 2026, depicted in Exhibit B ("PLAT"); and

WHEREAS, the subject PROPERTY is within 1.5 miles of the corporate limits of the CITY and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois, through exercise of the CITY power of Extraterritorial Jurisdiction; and

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

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

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

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

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Final PLAT of the Pagel Noud Subdivision, dated August 13, 2026, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved with the requested waivers and exemptions, subject to minor technical modifications and corrections.

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

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

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

PASSED this 14th day of September 2026.

APPROVED this ____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, the Southeast Quarter of Section 24, Township 23 North, Range 1 East of the Third Principal Meridian and the Northeast Quarter of Section 25, Township 23 North, Range 1 East of the Third Principal Meridian, being also a part of Lots 8, 9, 10, 11 and 12, according to Commissioner's Plat in #437 Chancery, recorded in Chancery Record 7, page 275, in McLean County, Illinois, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 19, thence North 00°52'20" West along the West line of said Section 19, 11.01 feet to a point on the centerline of Stringtown Road; thence North 89°37'06" West along said centerline, 170.68 feet to a point which is 200 feet East of the Southerly extension of the fence which marks the West line of a tract of land conveyed to Berthold W. Pagel, recorded February 13, 1942 in Book 473 of Deeds, at Page 346 as Document No. 18743, McLean County, Illinois; thence North 00°47'12" West along a line parallel with said Pagel West line, 192.00 feet to a point; thence South 89°37'06" East along a line parallel with said centerline, 49.00 feet to a point; thence North 00°47'12" West along a line parallel with said Pagel West Line, 120.00 feet to a point; thence North 89°37'06" West along a line parallel with said centerline, 249.06 feet to a point on the West line of said Pagel Tract; thence, North 00°47'12" West along the West line of said Pagel Tract, 1,554.42 feet to the northwest corner of said Pagel Tract; thence, North 89°30'39" East, 371.75 feet to a point on the West line of said Section 19; thence, North 00°45'13" West, 765.99 feet to a point on the North line of said Lot 10; thence, North 89°16'34" East along the North line of said Lots 9 and 10, 1,560.51 feet to a point on the northwest line of a tract conveyed to the Chicago and Alton Railroad Company by Warranty Deed in Book 279 of Deeds, page 92; thence, South 24°32'40" West, along the northwest line of said Railroad Tract, 1,710.70 feet to a point; thence, South 01°51'53" West along the West line of said Railroad Tract, 51.87 feet to a point on the northwest right-of-way line of the Union Pacific Railroad (formerly Illinois Central Gulf Railroad); thence, South 24°32'40" West, along said northwest right-of-way line, 1,161.23 feet to a point on the South line of the southwest quarter of said Section 19; thence, South 89°15'40" West, 330.89 feet to the Point of Beginning, containing 71.745 acres, more or less, in McLean County, Illinois.

Address: 3207 Stringtown Road
PINs: 21-19-300-008 & 20-24-400-010

EXHIBIT B

FINAL PLAT

FINAL PLAT

PAGEL NOUD SUBDIVISION

PT SW 1/4 SECTION 19, T.23N.-R.2E., 3rd P.M., BLOOMINGTON TOWNSHIP
AND PT SE 1/4 SEC. 24 & PT NE 1/4 SEC. 25, T.23N.-R.1E., 3rd P.M., DALE TWP.
McLEAN COUNTY, ILLINOIS

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)SS

I, _____, City Engineer for the City of
Bloomington, hereby certify that the land improvements described in
the annexed plat and the plans and specifications therefor meet
the minimum requirements for said City of Bloomington outlined in
Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of
_____, 2026.

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)SS

I, _____, City Clerk of the City of
Bloomington, Illinois, do hereby certify that the foregoing is a true
and complete copy of an original final plat of the "Pagel Noud
Subdivision", presented, passed and approved at a regular meeting
of said City Council, held on the _____ day of
_____, 2026, by an affirmative vote of the majority
of all members of said Council, the vote having been taken by
yeas and nays and entered on the record of the proceedings of
said Council.

Witness my hand and seal of said City of Bloomington, this
_____ day of _____, 2026.

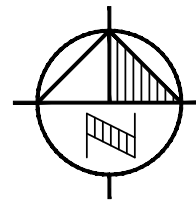
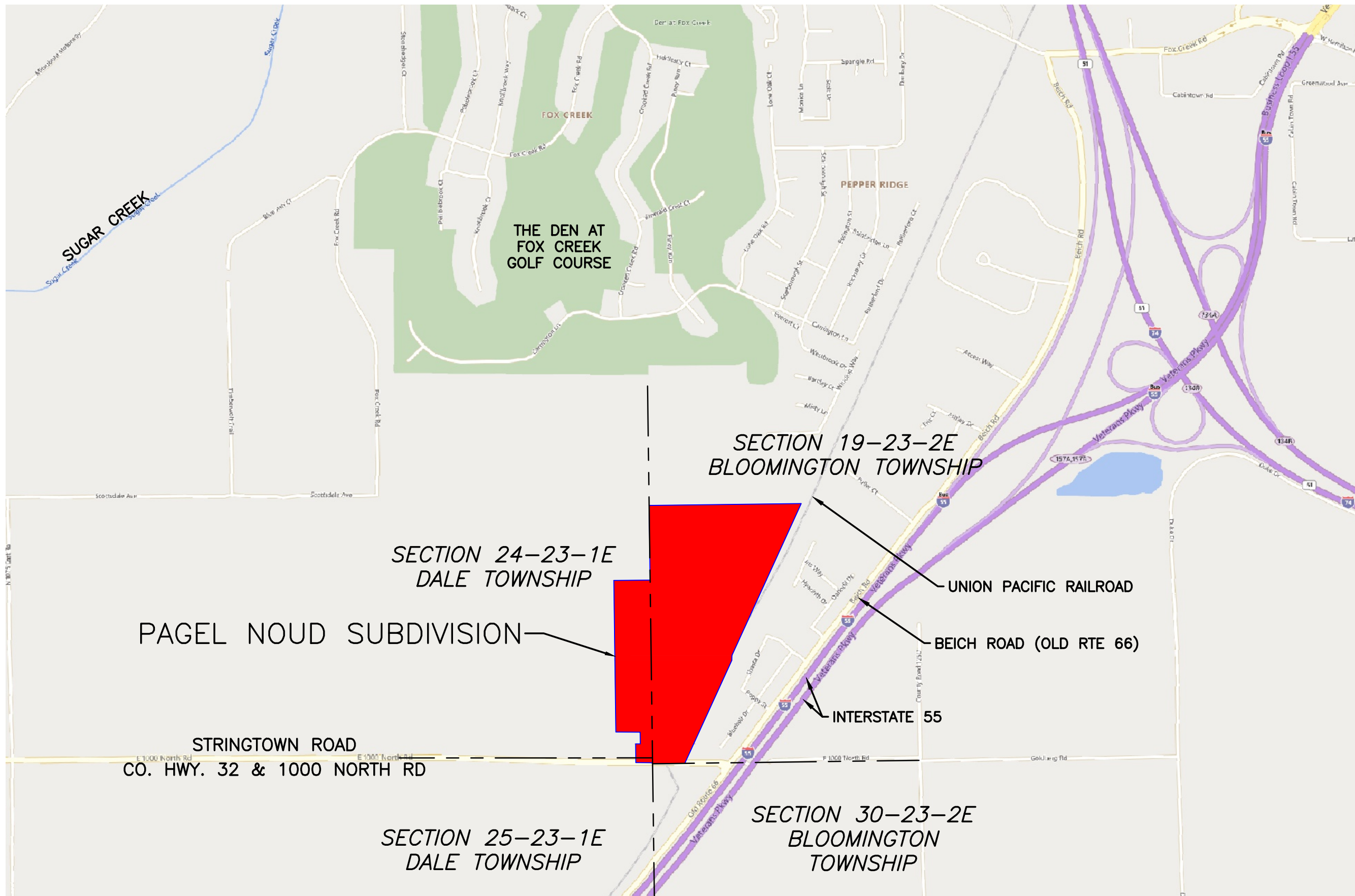
City Clerk

BOUNDARY SURVEY NOTES:

- THIS OFFICE HAS NOT ABSTRACTED THE PARCELS DEPICTED HEREON
OR ANY CLAIMS OF TITLE, EASEMENTS, OR RESTRICTIONS THAT MAY
AFFECT SAID PARCELS. THE PRESENCE OR ABSENCE OF ANY SUCH
CLAIMS IS NOT CERTIFIED HEREON.
- OWNER OF THE SUBJECT PROPERTY AT THE TIME OF SURVEY IS ANNE
L. NOUD PER TRANSFER ON DEATH INSTRUMENT RECORDED DECEMBER
13, 2022 AS DOCUMENT NUMBER 2022-21711 IN THE OFFICE OF
THE McLEAN COUNTY RECORDER.
- THE BEARINGS AND DISTANCES AS DEPICTED HEREON ARE MEASURED
WITH BEARINGS ESTABLISHED BASED ON THE ILLINOIS COORDINATE
SYSTEM, EAST ZONE, AND WHERE MEASURED BEARINGS AND/OR
DISTANCES DIFFER FROM RECORDED BEARINGS AND/OR DISTANCES,
THE RECORDED MEASUREMENTS HAVE BEEN SHOWN IN SQUARE
BRACKETS.
- THE LEGAL DESCRIPTION FOR THE SUBJECT PARCEL WAS PREPARED
AS A RESULT OF THIS SURVEY.
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON MARCH 10, 2026.

SHEET INDEX

- COVER SHEET
- FINAL PLAT: OVERVIEW (1"=100')
- FINAL PLAT: DETAIL OF LOT 1 (1"=30')



SITE LOCATION MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)SS

I, Jeremy C. Schreck, Illinois Professional Land Surveyor Number 3895, do hereby certify that I
have surveyed, in accordance with the laws of the state of Illinois, and with the Ordinances of the
City of Bloomington, for Anne L. Noud, the following described property to wit:

A part of the Southwest Quarter of Section 19, Township 23 North, Range 2 East of the Third
Principal Meridian, the Southeast Quarter of Section 24, Township 23 North, Range 1 East of
the Third Principal Meridian and the Northeast Quarter of Section 25, Township 23 North, Range
1 East of the Third Principal Meridian, being also a part of Lots 8, 9, 10, 11 and 12,
according to Commissioner's Plat in #437 Chancery, recorded in Chancery Record 7, page 275,
in McLean County, Illinois, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 19, thence North 00°52'20" West along the
West line of said Section 19, 11.01 feet to a point on the centerline of Stringtown Road;
thence North 89°37'06" West along said centerline, 170.68 feet to a point which is 200 feet
East of the Southerly extension of the fence which marks the West line of a tract of land
conveyed to Berthold W. Pagel, recorded February 13, 1942 in Book 473 of Deeds, at Page 346
as Document No. 18743, McLean County, Illinois; thence North 00°47'12" West along a line
parallel with said Pagel West line, 192.00 feet to a point; thence South 89°37'06" East along a
line parallel with said centerline, 49.00 feet to a point; thence North 00°47'12" West along a
line parallel with said Pagel West Line, 120.00 feet to a point; thence North 89° 37' 06" West
along a line parallel with said centerline, 249.06 feet to a point on the West line of said Pagel
Tract; thence, North 00°47'12" West along the West line of said Pagel Tract, 1,554.42 feet to
the northwest corner of said Pagel Tract; thence, North 89°30'39" East, 371.75 to a point on
the West line of said Section 19; thence, North 00°45'13" West, 765.99 feet to a point on the
North line of said Lot 10; thence, North 89°16'34" East along the North line of said Lots 9
and 10, 1,560.51 feet to a point on the northwest line of a tract conveyed to the Chicago
and Alton Railroad Company by Warranty Deed in Book 279 of Deeds, page 92; thence, South
24°32'40" West, along the northwest line of said Railroad Tract, 1,710.70 feet to a point;
thence, South 01° 51' 53" West along the West line of said Railroad Tract, 51.87 feet to a
point on the northwest right-of-way line of the Union Pacific Railroad (formerly Illinois Central
Gulf Railroad); thence, South 24°32'40" West, along said northwest right-of-way line, 1,161.23
feet to a point on the South line of the southwest quarter of said Section 19; thence, South
89°15'40" West, 330.89 feet to the Point of Beginning, containing 71.745 acres, more or less,
in McLean County, Illinois.

I further certify that I have subdivided the same into one (1) lot numbered 1 and two (2)
outlots identified A through B as shown on the attached plat.

I further certify that the foregoing plat accompanying this certificate correctly represents the
above described property as subdivided

Said subdivision is to be known as the Pagel Noud Subdivision, McLean County, Illinois.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in
feet and decimals thereof.

I further certify that this subdivision is not within a flood hazard area as designated by FEMA
according to the FEMA flood map number 17113C0500E, Effective date of July 16, 2008.

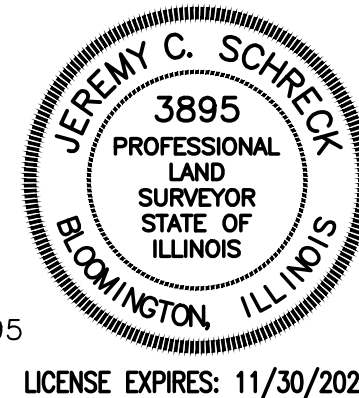
I further certify that this subdivision is within 1.5 miles of the City of Bloomington which is a
municipality with a comprehensive plan and subdivision regulations.

I further certify that this professional service conforms to the current Illinois minimum standards
for a boundary survey.

Dated this 13th day of August, 2026.

ALDEIA ENGINEERING & SURVEYING
216 E GROVE STREET, STE 1500
BLOOMINGTON, IL 61701

by: _____
Jeremy C. Schreck, Illinois Licensed
Professional Land Surveyor No. 35-3895



ATTORNEY:
JOSEPH A. DEHN
DePEW AND DEHN
201 W. OLIVE ST.
BLOOMINGTON, IL 61701
PH: (309) 829-7002

OWNER / AGENT:
ANNETTE NOUD
25763 E 900 NORTH ROAD
LE ROY, IL 61752



216 E GROVE STREET | BLOOMINGTON - IL 61701
309.205.3606 | @2026 | ALDEIA ENGINEERING
DESIGN FIRM LICENSE: 184-008838 EXP. 4/30/27

PIN: 21-19-300-008
AND 20-24-400-010

[illegible]

LOT 1 : CURRENT PIN 21-19-300-008 AND 20-24-400-010
OUTLOT A : CURRENT PIN 21-19-300-008
OUTLOT B : CURRENT PIN 20-24-400-010

ALDEIA
ENGINEERING + SURVEYING

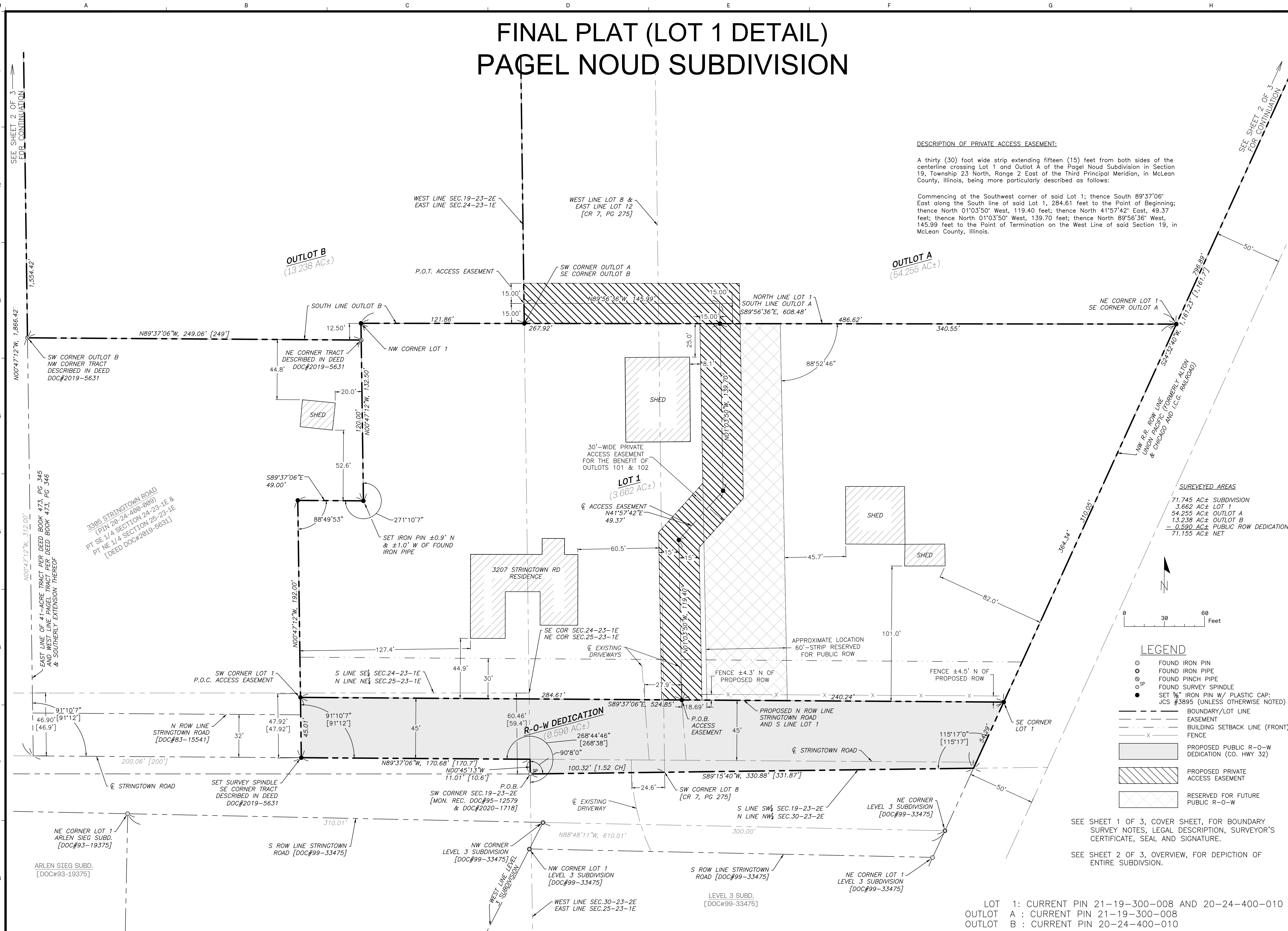
216 E GROVE STREET | BLOOMINGTON - IL 61701
300.285.5696 | @C2025 | ALDEIAENGINEERING
DESIGN FIRM LICENSE: 184-0086338 EXP. 4/30/27

PLAN DATES:

8/13/26	drawn by JCS
8/13/26	checked by JCS

SHEET NUMBER:
2 OF 3
PROJECT NO: 250272

FINAL PLAT (LOT 1 DETAIL)
PAGEL NOUD SUBDIVISION



DESCRIPTION OF PRIVATE ACCESS EASEMENT:

A thirty (30) foot wide strip extending fifteen (15) feet from both sides of the centerline crossing Lot 1 and Outlot A of the Pagel Noud Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1; thence South 89°37'06" East along the South line of said Lot 1, 284.61 feet to the Point of Beginning; thence North 01°03'50" West, 119.40 feet; thence North 41°57'42" East, 49.37 feet; thence North 01°03'50" West, 139.70 feet; thence North 89°56'36" West, 145.99 feet to the Point of Termination on the West Line of said Section 19, in McLean County, Illinois.

SUREVEYED AREAS

71.745 AC± SUBDIVISION
3.662 AC± LOT 1
54.255 AC± OUTLOT A
13.238 AC± OUTLOT B
= 0.590 AC± PUBLIC ROW DEDICATION
71.155 AC± NET

LEGEND

- FOUND IRON PIN
- FOUND IRON PIPE
- FOUND PINCH PIPE
- SP FOUND SURVEY SPINDLE
- SET 5/8" IRON PIN W/ PLASTIC CAP: JCS #3895 (UNLESS OTHERWISE NOTED)

- BOUNDARY/LOT LINE
- - - EASEMENT
- · - · - BUILDING SETBACK LINE (FRONT)
- x FENCE
- PROPOSED PUBLIC R-O-W DEDICATION (CO. HWY 32)
- PROPOSED PRIVATE ACCESS EASEMENT
- RESERVED FOR FUTURE PUBLIC R-O-W

SEE SHEET 1 OF 3, COVER SHEET, FOR BOUNDARY SURVEY NOTES, LEGAL DESCRIPTION, SURVEYOR'S CERTIFICATE, SEAL AND SIGNATURE.

SEE SHEET 2 OF 3, OVERVIEW, FOR DEPICTION OF ENTIRE SUBDIVISION.

LOT 1: CURRENT PIN 21-19-300-008 AND 20-24-400-010
OUTLOT A: CURRENT PIN 21-19-300-008
OUTLOT B: CURRENT PIN 20-24-400-010

ISSUED FOR:
RECORD
8/13/26

PLAN DATES:
8/13/26 drawn by JCS
8/13/26 checked by JCS

SHEET TITLE:
LOT 1 DETAIL

SHEET NUMBER:
3 OF 3
PROJECT NO: 250272

Pagel Noud Subdivision (PINs: 21-19-300-008 & 20-24-400-010)



8/18/2026, 11:37:27 AM

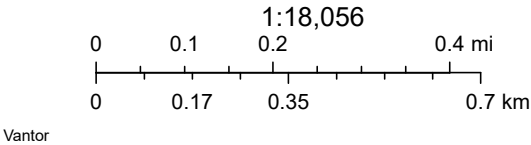


EXHIBIT A**LEGAL DESCRIPTION**
PAGEL NOUD SUBDIVISION

A part of the Southwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, the Southeast Quarter of Section 24, Township 23 North, Range 1 East of the Third Principal Meridian and the Northeast Quarter of Section 25, Township 23 North, Range 1 East of the Third Principal Meridian, being also a part of Lots 8, 9, 10, 11 and 12, according to Commissioner's Plat in #437 Chancery, recorded in Chancery Record 7, page 275, in McLean County, Illinois, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 19, thence North 00°52'20" West along the West line of said Section 19, 11.01 feet to a point on the centerline of Stringtown Road; thence North 89°37'06" West along said centerline, 170.68 feet to a point which is 200 feet East of the Southerly extension of the fence which marks the West line of a tract of land conveyed to Berthold W. Pagel, recorded February 13, 1942 in Book 473 of Deeds, at Page 346 as Document No. 18743, McLean County, Illinois; thence North 00°47'12" West along a line parallel with said Pagel West line, 192.00 feet to a point; thence South 89°37'06" East along a line parallel with said centerline, 49.00 feet to a point; thence North 00°47'12" West along a line parallel with said Pagel West Line, 120.00 feet to a point; thence North 89° 37' 06" West along a line parallel with said centerline, 249.06 feet to a point on the West line of said Pagel Tract; thence, North 00°47'12" West along the West line of said Pagel Tract, 1,554.42 feet to the northwest corner of said Pagel Tract; thence, North 89°30'39" East, 371.75 to a point on the West line of said Section 19; thence, North 00°45'13" West, 765.99 feet to a point on the North line of said Lot 10; thence, North 89°16'34" East along the North line of said Lots 9 and 10, 1,560.51 feet to a point on the northwest line of a tract conveyed to the Chicago and Alton Railroad Company by Warranty Deed in Book 279 of Deeds, page 92; thence, South 24°32'40" West, along the northwest line of said Railroad Tract, 1,710.70 feet to a point; thence, South 01° 51' 53" West along the West line of said Railroad Tract, 51.87 feet to a point on the northwest right-of-way line of the Union Pacific Railroad (formerly Illinois Central Gulf Railroad); thence, South 24°32'40" West, along said northwest right-of-way line, 1,161.23 feet to a point on the South line of the southwest quarter of said Section 19; thence, South 89°15'40" West, 330.89 feet to the Point of Beginning, containing 71.745 acres, more or less, in McLean County, Illinois.

PIN(S): 20-24-400-010 & 21-19-300-008

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, ANNE L. NOUD hereby certify that I am the owner of the premises embodied in the attached Plat of PAGEL NOUD SUBDIVISION ("PLAT") in the City of Bloomington, McLean County, Illinois, and that I have caused said PLAT to be made and that it is a true and correct PLAT of "PAGEL NOUD SUBDIVISION" ("Subdivision") in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Jeremy C. Schreck, Registered Illinois Land Surveyor Number 35-3895.

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

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge, the property herein described in the Surveyor's Certificate, which will be known as PAGEL NOUD SUBDIVISION, is located within the boundaries of County Unit School District (CUSD) No. 5 in McLean County, Illinois.

COVENANTS AND RESTRICTIONS

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

AREA OF APPLICATION

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

COVENANTS

1. Public Streets.

- a. The portion of Stringtown Road (Co. HWY 32) that lies south of the southern line of Lot 1 of the SUBDIVISIONS is hereby dedicated as Public Right-of-Way to McLean County, Illinois, as shown on the PLAT in the "Lot 1 Detail" page and indicated as "R-O-W DEDICATION."
- b. Upon the request of the City of Bloomington or the County of McLean, Illinois, the owner of Lot 1 shall convey to the requestor a 60-foot-wide right-of-way strip from the southern boundary of the Lot to the northern boundary of the Lot, in a location that is acceptable

to the requestor and in the approximate location of the "Reserved for Public ROW" indicated on the PLAT. The right-of-way shall be conveyed at no charge (donated), but the requestor shall pay the cost of any required survey or subdivision work that is required for legally sufficient conveyance.

- c. No right-of-way dedicated on the PLAT, or as the result of action taken under Section 1 above, may be vacated without prior written permission from the City of Bloomington, McLean County, Illinois.

2. Access.

- a. A 30-foot-wide private surface access easement is hereby created through Lot 1, for the benefit of Outlots A and B.
- b. A 30-foot-wide private surface access easement is hereby created through Outlot A, for the benefit of Outlot B.
- c. The location of this private access easement may be changed over time through mutual agreement of the owners of all impacted Lots or Outlots; recording of such an agreement may be considered sufficient to effect such change without requiring re-subdivision or a vacation of the existing easement.

3. Annexation.

- a. As a covenant running with the land of the SUBDIVISION, the owner(s) of all Lots and Outlots agree that in the event any portion of the above-described SUBDIVISION hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, such owner will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said Lot or Outlot to the City of Bloomington by petition or if required by the City, by an annexation agreement.
- b. These covenants do not affect the operation of City ordinances. At the time of annexation, the owner of any Lot or Outlot, or portion thereof, within the SUBDIVISION may be required to, and agrees to:
 - i. Dedicate street right-of-way abutting the Lot or Outlot in such amounts as may be required in the then current street plan;
 - ii. Dedicate any utility easements requested by the City at that time;
 - iii. Participate financially to the cost of making local improvements affecting property(s) within the SUBDIVISION.

- 4. Waiver. The failure of any lot owner, the present owner of the SUBDIVISION, or the City of Bloomington to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.
- 5. Enforcement. Enforcement shall be by proceeds at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner or the City of Bloomington shall have the power to seek appropriate remedy for the enforcement of these covenants but shall not be required to do so. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorneys' fees.
- 6. Duration. These covenants are to run with the land and shall be binding upon all parties and all persons claiming title under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part, except as provided for under Section 8 below.

7. Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or chargers herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired. In interpreting any provision of these covenants, the uses of singular and plural, of masculine and feminine shall be presumed to include their opposites.
8. Authority to Release or Amend Covenants. The owners of legal sites or lots in the SUBDIVISION shall have the authority at any time to release or amend all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth application to such area upon affirmative vote of a majority of such lots and upon the recording of such waiver, amendment, or release in the Recorder's Office of McLean County, Illinois, such restrictions, conditions, covenants, reservations, liens or charges shall no longer be required under the provisions herein set forth. Notwithstanding, these covenants shall not be altered, amended, or released without written approval from the City Council of the City of Bloomington.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my seals this

13 day of August, 2026.



Anne L Noud by POA
Signature
Annette M Noud
Annette M Noud

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Felicia A. Evans a Notary Public in and for the county and State aforesaid, do hereby certify that Annette M. Noud 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 13th day of August, 2026.

Felicia A. Evans
Notary Public

My commission expires 4-16-27.

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 18TH day of AUGUST 2026, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PINs: 21-19-300-008 & 20-24-400-010

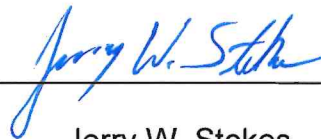


COUNTY ENGINEER PLAT ACCESS CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

I, Jerry W. Stokes, County Engineer of McLean County, Illinois do hereby certify the two existing Road Access locations on 1000 North Road (CH 32), approximately 672 feet (Access #1) and 700 feet (Access #2) west of Route 66, on the north side of road, are approved for Lot 1, as shown on the Pagel Noud Subdivision Final Plat, on file at the McLean County Building and Zoning Office. Access #2 is for agricultural purposes only.

Approved at Bloomington, McLean County, Illinois, this 1st day of October, 2025.

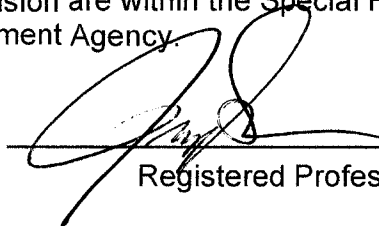


Jerry W. Stokes
County Engineer
McLean County

DRAINAGE STATEMENT

Jeremy C. Schreck, Registered Professional Engineer, and Anne L. Noud being the owner of the premises heretofore platted by Jeremy C. Schreck, Illinois Professional Land Surveyor No. 3895 to be and become Pagel Noud Subdivision in McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further certify that no portions of said subdivision are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER:



Anne L. Noud, by Annette Noud, Power of Attorney



Consent Agenda Item No. 7.I.

For City Council: September 14, 2026

Ward Impacted:

Ward 6

Subject: Consideration and Action on an Ordinance Approving a Special Use Permit for a Community Reception Establishment Use for the Property Commonly Known as 211 N. Prairie Street (PIN: 21-04-406-002), 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 Applicant seeks a Special Use Permit to allow a Community Reception Establishment in the D-2 (Downtown Transitional) District, per § 44-502B which indicates this Commercial use is allowed as a Special Use in the D-2 District. They request waivers from the Use Provisions requiring a minimum lot width and a minimum lot area. The Applicant currently operates *Underground Barbershop*, and would like to provide opportunities on an appointment basis to use the space for small gatherings such as client sessions, content creation, and social events.

The Applicant describes the project as follows: “The existing barbershop will remain the primary use. The applicant is proposing a complementary, appointment-based private experience component within the space, consisting of small, scheduled gatherings such as client sessions, content creation, and private social experiences. All activities will be pre-booked and limited in size. No large public events are proposed. The intent is to maximize functional use of the space while maintaining compliance with business use and occupancy requirements.” There is a significant amount of floor space that is used as customer waiting area, or not actively used for activities associated with the Barber Shop that could be used for the proposed Community Reception use.

Following appropriate notice, on August 19, 2026, the Zoning Board of Appeals held a public hearing, received testimony, and subsequently voted 6-0-0 to recommend approval of the request.

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 July 23, 2026. Courtesy notices were mailed to 31 property owners within 500 feet of the subject property.

Community Engagement:

- Public notice and transparent communication provided
- Impacted stakeholder input solicited prior to decision making, as applicable
- Feedback meaningfully considered and incorporated where feasible

Financial Impact: There is no financial impact to the City's budget or resources.

Fiscal Discipline:

There is no financial impact to the City's budget or resources.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Findings of Fact

ORDINANCE NO. 2026 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A COMMUNITY
RECEPTION ESTABLISHMENT FOR THE PROPERTY COMMONLY KNOWN AS 211 N.
PRAIRIE STREET (PIN: 21-04-406-002)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for a Community Reception Establishment use, with waivers of the related Use Provisions, in the D-2 (Downtown Transitional) District ("REQUEST"), for the property located at 211 N. Prairie Street, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted a public hearing on said REQUEST on August 19, 2026; and

WHEREAS, the ZBA, following said public hearing, made Findings of Fact, attached as Exhibit B ("FINDINGS"), that such REQUEST did meet the standards for Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the ZBA voted unanimously to recommend that Council approve this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Special Use Permit.

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 ZBA, and the Special Use Permit for a Community Reception Establishment use, with waivers of the related Use Provisions, for the PROPERTY at 211 N. Prairie Street is hereby approved.

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

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

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

SECTION 6. This Ordinance shall be effective immediately after its denial and publication as required by law.

PASSED this 14th day of September 2026.

APPROVED this _____ day of September 2026.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

The South 34 Feet 8 Inches of the Following Described Tract of Land to wit: Lot 30 and 2 Feet of the West Side of Lot 29 in James Whites Addition to the City of Bloomington in McLean County, Illinois.

PIN: 21-04-406-002

Address: 211 N. Prairie Street

EXHIBIT B
Findings of Fact

FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (ZBA) concerning a request from **Davin Garrett** (APPLICANT), in case **SP-02-26** for approval of a Special Use Permit for a Community Reception Establishment use, with waivers of Use Provisions in the D-2 (Downtown Transitional) District (REQUEST).

The request is related to the property(s): **211 N. Prairie St.** (PIN: 21-04-406-002) (PROPERTY).

After proper notice was given, as required by law, the ZBA held a public hearing(s) on this case on **August 19, 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, the ZBA makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the ZBA as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR THE APPROVAL OF SPECIAL USE PERMITS:

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The Applicant states: "The proposed use is low impact and remains consistent with a professional service environment. All activities will be appointment-based and limited in occupancy at any given time. The space will continue to comply with all applicable building, fire, and safety codes. No activities are proposed that would create risk to public health, safety, comfort, or general welfare."

Staff concur, finding that the proposed operation of a small-scale (maximum occupancy of ten persons) Community Reception Establishment in this area of other diverse uses would be appropriate for this location and would not be detrimental to the public health, safety, comfort, or general welfare of surrounding uses. *Standard is met.*

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Applicant states: "The proposed use is designed to be quiet, controlled, and by

appointment only, similar in nature to existing personal service uses. No large public events or disruptive activities are proposed. The operation is not expected to negatively impact neighboring properties or property values and will maintain a professional business environment consistent with surrounding uses.”

Staff concur, finding that the proposed use would not impair the use or enjoyment of neighboring properties through increased noise or excessive traffic. The proposed use can be expected to maintain property values within the neighborhood by increasing the active revenue generation – and economic viability – of the subject property. While the D-2 district is not a Residential District, the intent does reference lower-intensity and residential uses, and the immediately proximate uses on three (3) sides are residential. *Standard is met.*

3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.

The Applicant states: “The proposed use will not impede the normal or orderly development of surrounding properties. The property will continue to function primarily as a professional service business and will remain compatible with existing and permitted uses in the area.”

Staff concur, finding that the proposed use would be compatible with neighboring uses – multiple-family residential, offices, printing services, financial services – and would not impede neighboring property owners from using, developing, or improving their properties. *Standard is met.*

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The Applicant states: “The property is already served by existing utilities, access, and drainage infrastructure. No modifications are required or proposed. Existing facilities are sufficient to support the current and proposed use.”

Staff concur, finding that the proposed use would not expand the building footprint and would be serviced by the existing utilities and roads at the site. *Standard is met.*

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The Applicant states: “The proposed use will not significantly increase traffic, as all activities are appointment-based and limited in occupancy. Existing ingress and egress points will continue to be used, and no changes are proposed. Traffic impact is expected to remain minimal.”

Staff concur, finding that the proposed use would continue to be accessed from the

existing parking lot using the existing access point along N. Prairie St. Off-street parking is not required in the D-2 district; existing parking spaces are well-marked. *Standard is met.*

- 6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.**

The Applicant states: "The proposed use will comply with all applicable zoning regulations for the district, except as may be modified through approval of this application. The intent is to operate within all city requirements while adding a complementary use to the existing business."

Staff concur, finding that the proposed Community Reception Establishment use within the footprint of the existing building meets the standards for the D-2 District and the applicable Use Provisions, excepting therefrom the requested waivers for required minimum lot size and lot width. *Standard is met.*

- 7. Use Provisions specific to Community Reception Establishments, listed in § 44-1014, are either: met as presented, not applicable, or recommended to be reduced, as follows:**

- A. Location: not in a residential area: *not applicable.*
- D. Floor Plan: provided: *standard is met.*
- E. Operation standards in residential area (1-5): *not applicable.*
- F. Items for sale: no items will be offered for sale: *standard is met.*
- G. Parking (1-3): no parking is required: *not applicable.*
- H. Minimum lot standards:
 - i. Minimum lot area: 16,500 square feet – ***request reduction to 2,090 sq.ft.***
 - ii. Minimum lot width: 100 feet – ***request reduction to 35 feet***

After considering all the evidence and testimony presented, the ZBA finds that the REQUEST meets all of the standards for approval of a Special Use Permit, with reductions of required Use Provisions, as listed in § 44-1707H.

Therefore, the ZBA recommends that the REQUEST for a Special Use Permit for a Community Reception Establishment use for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Ballantini; Poling; Steinkoenig; Welch; Williams; Woods

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Board Chair

9/2/2026 | 7:40 AM PDT

Date



Consent Agenda Item No. 7.J.

For City Council: September 14, 2026

Ward Impacted:

Ward 4

Subject: Consideration and Action on an Ordinance Amending a Special Use Permit for a Mini Warehouse for the Property Commonly Known as 1402 E. Empire Street (PIN: 14-35-354-012), 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 Applicant seeks a minor change to the Special Use Permit to allow a Mini Warehouse use in the B-1 (General Commercial) District, per § 44-502B, that was granted by Ordinance No. 2025-084.

The Site Plan that was a part of the original permit indicated that the three (3) required shade trees be located on the subject property, but during the renovation process the Applicant requested a utility location by the JULIE service and learned communication utilities were located in the approved tree installation area. As it was not economically feasible to relocate the communication utilities, the Applicant's landscaper installed the trees in the adjacent public right-of-way and the Applicant has requested that this be allowed to fulfill the obligation for shade trees that was part of their original landscaping plan. If the modification is permitted, the trees would be adopted and maintained by the Parks & Recreation Department, which has been approved by the Assistant Director of the Department.

Following appropriate notice, on August 19, 2026, the Planning Commission held a public hearing, received testimony, and subsequently voted 6-0-0 to recommend approval of the request.

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 Wednesday, July 29, 2026. Courtesy notices were mailed to 56 property owners within 500 feet of the subject property.

Community Engagement:

- Public notice and transparent communication provided
- Impacted stakeholder input solicited prior to decision making, as applicable
- Feedback meaningfully considered and incorporated where feasible

Financial Impact: If approved, the City would receive three trees into its inventory at no cost; it would then have responsibility for maintaining those trees moving forward. Parks Maintenance would be responsible for maintaining the trees if the Item is approved.

Fiscal Discipline:

- Funding source identified and sustainable within adopted budget
- Ongoing operating impact evaluated, including multi-year effect
- Lifecycle or total cost of ownership considered, including maintenance and replacement

Attachments:

1. Ordinance
2. Ordinance Exhibit C - Findings of Fact

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING A SPECIAL USE PERMIT FOR A MINI WAREHOUSE FOR THE PROPERTY COMMONLY KNOWN AS 1402 E. EMPIRE STREET (PIN: 14-35-354-012)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting an Amendment to a Special Use Permit that was originally granted by Ordinance No. 2025-084 for a Mini Warehouse use, with waivers of the related Use Provisions, in the B-1 (General Commercial) District (“REQUEST”), for the property located at 1402 E. Empire Street, legally described in Exhibit A (“PROPERTY”); and

WHEREAS, said application included an Updated Site Plan, showing the new location of required shade trees in the Fairway Drive public right-of-way adjacent to the PROPERTY, illustrated in Exhibit B (“UPDATED SITE PLAN”); and

WHEREAS, the Zoning Board of Appeals (“ZBA”), after proper notice was given, conducted a public hearing on said REQUEST, on August 19, 2026; and

WHEREAS, the Shade Tree Ordinance (Ordinance #1998-043) of the City of Bloomington (§ 19-103), establishes a City Forester inside the Parks and Recreation Department, who has jurisdiction and supervision over all trees planted or growing in public places; and

WHEREAS, the City Forester agreed to accept the ownership and maintenance of said required shade trees that are in the Fairway Drive public right-of-way; and

WHEREAS, the ZBA, following said public hearing, made Findings of Fact, attached as Exhibit C (“FINDINGS”), that such REQUEST did meet the standards for Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the ZBA voted unanimously to recommend that Council approve this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approved this amended Special Use Permit.

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 ZBA, and the amended Special Use Permit, as illustrated in the UPDATED SITE PLAN, for a Mini Warehouse use on the PROPERTY at 1402 E. Empire Street is hereby approved.

SECTION 3. The City hereby accepts, for ownership and maintenance, the shade trees illustrated on the UPDATED SITE PLAN that are in the Fairway Drive public right-of-way adjacent to the PROPERTY.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. 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 be effective immediately after its denial and publication as required by law.

PASSED this 14th day of September 2026.

APPROVED this _____ day of September 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Lot 134 in the Second Addition to Fairbury Knolls and Lot 500 in the Ninth Addition to Fairbury Knolls, all being in the City of Bloomington, McLean County, Illinois,

EXCEPTING THEREFROM

those portions of said Lots which lie South of the North right of way line of FA Route 10 (SBI Route 9), as said right of way was recorded September 30, 1968, as Document Number 68-7201 and

EXCEPT

that portion conveyed to the State of Illinois, Department of Public Works and Buildings by Warranty Deed recorded March 21, 1969, as Document Number 69-8133, in McLean County, Illinois.

PIN: 14-35-354-012

Address: 1402 E. Empire Street

EXHIBIT B
Updated Site Plan

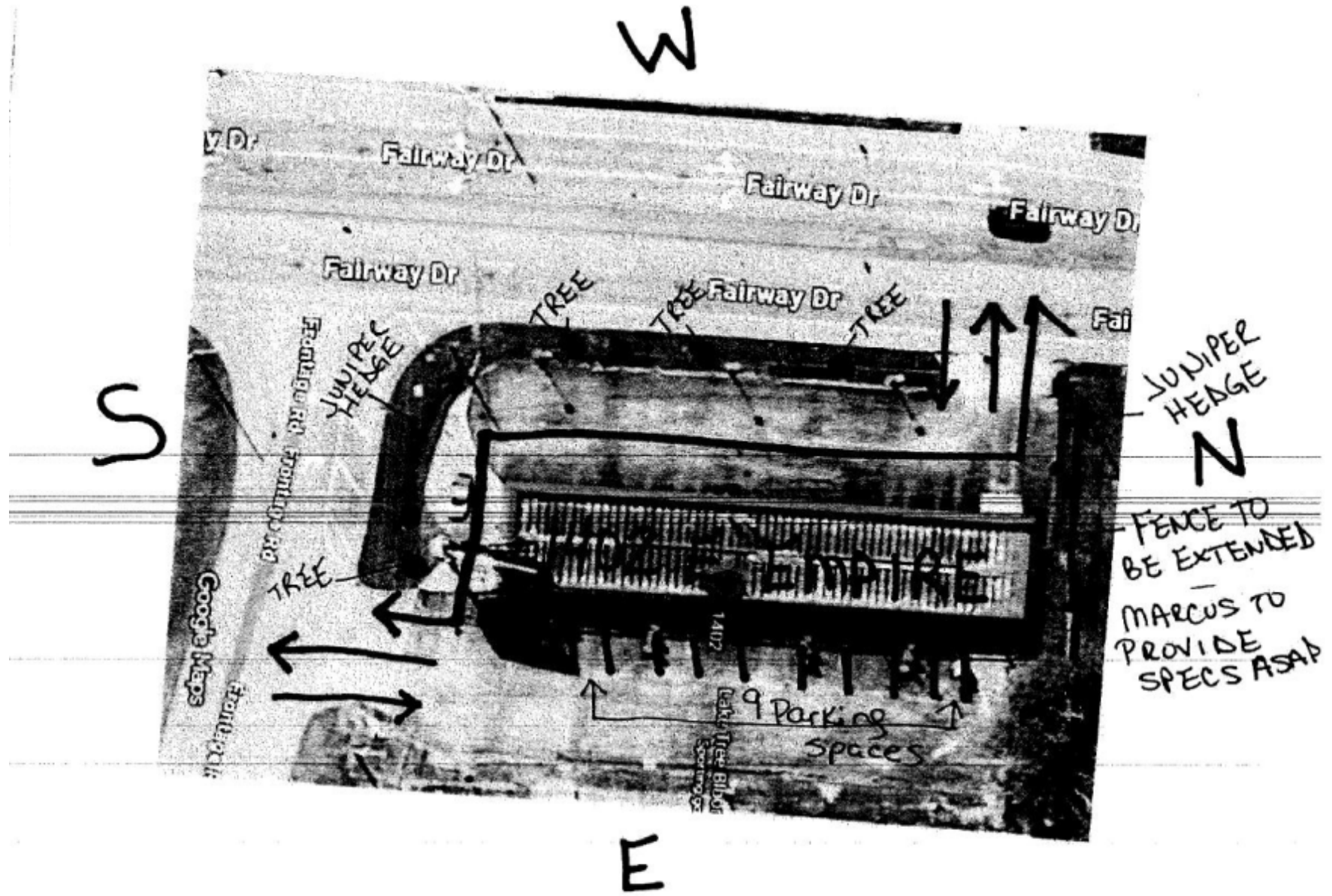


EXHIBIT C
Findings of Fact

FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (ZBA) concerning a request from **FMB Holding, LLC** (APPLICANT), in case **SP-06-25** to amend a Special Use Permit for a Mini Warehouse use, with waivers of Use Provisions, that was granted by Ordinance No. 2025-084, in the B-1 (General Commercial) District (REQUEST).

The request is related to the property(s): **1402 E. Empire Street** (14-35-354-012) (PROPERTY).

After proper notice was given, as required by law, the ZBA held a public hearing(s) on this case on **August 19, 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, the ZBA makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the ZBA as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR THE APPROVAL OF SPECIAL USE PERMITS:

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The Applicant states that "The use as mini warehouses will not be detrimental to the welfare of the area. The number of units will be minimal. There are multiple entrances and accessing the units will not cause any traffic issues. The units being used for storage will minimize traffic on the property."

Staff concur, finding that the proposed operation of a Mini Warehouse use would be appropriate for this location and would not be detrimental to the public health, safety, comfort, or general welfare of surrounding uses. The requested amendment to the Special Use Permit to allow the shade trees to be installed in the public right-of-way would provide the following benefits: increased survival for the trees due to a larger growing space, better water availability, and dedicated service by Parks & Rec staff; reduced cost for the Applicant due to less-intensive installation methods; and reduced likelihood of damage to customer vehicles and the trees from customers hitting the trees. *Standard is met.*

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Applicant states that “This project allows for the improvement of a previously abandoned car wash. It is making a property useful and appealing to the eye rather than setting dormant. It is a rather passive use of the property due to being storage space as traffic will be minimal from both people and vehicles.”

Staff concur, finding that the Special Use will positively impact the immediate area by restoring a vacant site to an active and functional use. The proposed amendment to allow the shade trees to be installed in public right-of-way will enhance the aesthetics of the street intersection, and would not keep adjacent property from being enjoyed, or diminish adjacent property values. *Standard is met.*

3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.

The Applicant states that “Use as mini warehouses will in no way impede development in the area.”

Staff concur, finding that the proposed use is consistent with the character of other uses in the area. The proposed amendment to allow shade trees in the public right-of-way would not impede the development or improvement of surrounding properties. *Standard is met.*

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The Applicant states that “As this is a storage facility there will be no need for plumbing at this location. The surface of the property will not be altered, nor will there be additional square footage of structures. There should be no drainage issues as a result of this special use. Roads already exist that will allow easy access to the property. As this was a car wash this property previously handled much heavier traffic loads.”

Staff concur, finding that the proposed allowance of the shade trees in the public right-of-way will generate no additional stormwater runoff, will not use water or generate wastewater, or affect road access. *Standard is met.*

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The Applicant states that “Due to the small number of units the traffic will be minimal to and from the property. Way less traffic than when previously used as a car wash.”

Staff concur, finding that the proposed allowance of the shade trees in the public right-of-way would not affect use of the two existing access points along Fairway

Drive and East Empire Road. *Standard is met.*

- 6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.**

The Applicant states that “We have discussed with the proper city representatives about a deviation from the site requirements as it relates to the placement of trees on the property. Due to utility placement and limited green space the trees will need to be placed in the City right of way. It is the belief of the applicant this has the support of the Planning Staff and in all other aspects conforms to site use requirements.”

Staff concur, finding that the proposed Mini Warehouse use would meet the regulations for the B-1 (General Business) district in all other aspects, and that allowance of the shade trees in the Fairway Drive public right-of-way would not create any non-conformities with the Zoning Ordinance or any other regulations. *Standard is met.*

- 7. Three Conditions are recommended to be placed on the Special Use Permit:**

- a. A Landscaping Plan must be submitted and approved showing the required fencing and landscaping. The Plan was submitted showing the required shade trees in the Fairway Drive right-of-way: staff recommend that this revision be approved. The fence requirement is still being fulfilled; all other requirements have been fulfilled.
- b. A revised Site Plan must be submitted showing traffic circulation and parking spaces. This condition has been fulfilled.
- c. The existing parking lot light fixtures and their bases must be removed. This condition has been fulfilled.

- 8. Use Provisions specific to Mini Warehouses, listed in § 44-1026, are either a) met as presented, or b) recommended to be waived or reduced, as follows.**

- a.
 1. The revised Site Plan must comply with site circulation requirements of parking lanes and travel lanes.
 2. No storage cubicle shall have a gross floor area greater than 5,000 square feet.
 3. The maximum permitted building height shall be 35 feet or two stories, whichever is lower.
- b.
 1. Reduction of the fencing requirement in § 44-1026A(1) to a requirement

to extend the existing six-foot-tall opaque wood fence along the north property line westward to the west property line.

2. Reduction of the landscaping requirement in § 44-1026A(3) to the following:

- a) install a line of evergreen shrubs between the south edge of the parking lot and the south property line and install a shade tree south of the existing billboard.
- b) install three shade trees in the Fairway Drive right-of-way.

After considering all the evidence and testimony presented, the ZBA finds that the REQUEST meets all of the standards for approval of a Special Use Permit, with waivers of Use Provisions, as listed in § 44-1707H.

Therefore, the ZBA recommends that the REQUEST for amending the Special Use Permit for a Mini Warehouse use, with waivers of Use Provision, for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-0-0

AYES: Ballantini; Poling; Steinkoenig; Welch; Williams; Woods

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Board Chair

9/2/2026 | 7:40 AM PDT

Date