

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JUNE 10, 2024



COMPONENTS OF THE 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 residence.

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 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, which typically begins with Item No. 8.

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

REGULAR AGENDA

All items that provide the 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 MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Jeff Jurgens

Deputy City Manager - Billy Tyus

Deputy City Manager - Vacant

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents: Service, Rank, and Authority Growth and Diversity A Friendly and Safe Community A Positive, Upward Movement and Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 10, 2024, 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
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 Council from the Consent Agenda for discussion are listed and voted on separately.

- A. Consideration and Action to Approve the Minutes of the May 13, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the April 26, 2024, Day 1 City Council Retreat Special Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action to Approve the Minutes of the April 27, 2024, Day 2 City Council Retreat Special Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- D. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,033,353.21, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- E. Consideration and Action on Approving Appointments & Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments & Reappointments be approved.)*
- F. Consideration and Action on A Resolution Authorizing a Purchase Order with

Hanson Professional Services, Inc., for Engineering and Design Services, Prior to Receiving an Executed Engineering Services Agreement from the Illinois Department of Transportation (IDOT) for the Hamilton Road Extension Project, in the Amount of \$143,790, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

- G. Consideration and Action on A Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of a Reel Grinder from Foley Company, in the Amount \$54,954, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on A Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Cargill, Inc., for the Purchase of Rock Salt, in the Amount of \$93.54 per Ton, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$150,000; and (2) A Resolution Approving the Acceptance of Additional Funds from the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program Round 1, in the Amount of \$150,000, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance and Resolution be approved.)
- J. Consideration and Action on A Resolution Authorizing a Change Order for the Contract with Bailey Edward Design, Inc., for Architectural Services for the Economic & Community Development Remodeling Project, in the Amount Not to Exceed \$8,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on A Resolution Approving the Content of and Release 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.)
- L. Consideration and Action on an Application from Times Past 2.0, LLC, d/b/a Times Past Inn, located at 1216 Towanda Ave., Requesting Approval of a Change in Ownership and Creation 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 License be approved.)
- M. Consideration and Action on an Application from MIA Global Ventures, LLC, d/b/a Fusion Crunch, located at 616 N. Main St., Requesting Approval of the Creation 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 License be approved with the condition that alcohol sales cease at 1 a.m. on Fridays and Saturdays.)

8. Regular Agenda

- A. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$5,425,000 for both the General Fund, to Transfer to the Capital Improvement Fund, and the Capital

Improvement Fund where the Purchase will be Executed; and (2) An Ordinance Approving a Real Estate Transaction and Agreement for the Purchase of Owens Nursery for the Relocation of the City's Public Works Campus, in the Amount of \$5,425,000, as requested by the Administration Department. (Recommended Motion: The proposed Ordinances be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

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 mhurt@cityblm.org.



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the May 13, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MAY 13, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Pro Tem Donna Boelen called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Absent
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Mayor Pro Tem	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Absent
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Proclamation for National Historic Preservation Month, as requested by the Administration Department.

Mayor Pro Tem Boelen presented the Proclamation. Paul Scharnett, Historic Preservation Commission Vice Chairperson, accepted it and addressed Council. He spoke to the Commission's dedication to preserving the community.

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

Mayor Pro Tem Boelen presented the Proclamation. Fire Chief Cory Matheny accepted the Proclamation along with multiple Emergency Management Service staff.

Item 5.C. Proclamation for the 55th Annual Municipal Clerk's Week, as requested by the Administration Department.

Mayor Pro Tem Boelen presented the Proclamation. Leslie Yocum, City Clerk, and Amanda Stutsman, Deputy City Clerk accepted the Proclamation. Mrs. Yocum thanked Council for the Proclamation and then recognized Mrs. Stutsman for her recent certification accomplishments through the Municipal Clerks of Illinois and the International Institute of Municipal Clerks.

Item 5.D. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department.

Mayor Pro Tem Boelen recognized the appointments of Sharon Zeck to the Library Board of Trustees, and Diana Lewis to the Bloomington Housing Authority.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Karen Kinsella spoke in person.

Consent Agenda

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

Leslie Yocum, City Clerk, noted that attachments for Item 7.M. were updated after the packet had been published, and pointed out that they contained no material changes.

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

Item 7.A. Consideration and Action to Approve the Minutes of the April 8, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,037,405.97, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action to Approve the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment from Ferguson Enterprises, as a Limited Source, for the Fiscal Year 2025 Water Meter Installation Program, in the Amount Not to Exceed \$1,500,000, as requested by the Water Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and Action to Reject the Bid for the New Lake Bloomington Maintenance Facility (Bid #2024-43), as requested by the Water Department. (Recommended Motion: The proposed Bid Rejection be approved.)

Item 7.F. Consideration and Action to Approve Funding for Fiscal Year 2025 Stabilization Installation Work through the McLean County Soil and Water Conservation District (MCSWCD), in the Amount of \$319,900, utilizing the Watershed Conservation Intergovernmental Agreement, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.G. Consideration and Action to Approve an Agreement with Ferguson Enterprises, LLC, as a Limited Source, for the VPIE Software Solution, in an Amount Not to Exceed \$300,000, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.H. Consideration and Action to Approve an Agreement with Bodine Electric of Decatur for the Fiscal Year (FY) 2025 Traffic Signal Maintenance Project (Bid #2024-45), in the Amount of \$172,375, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement be approved.)

Item 7.I. Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Utility Maintenance Project (Bid #2024-44), in the Amount of 2,685,200, as requested by the Department of Operations & Engineering Services and the Water Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.J. Consideration and Action to Approve an Agreement with George Gildner, Inc., for the Fiscal Year (FY) 2025 Street, Alley, and Sidewalk Maintenance Project (Bid #2024- 46), in the Amount of \$863,570, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement be approved.)

Item 7.K. Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies to Add Resident Access and Tyler Payments to Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, as requested by the Finance Department and the Information Technology Department. (Recommended Motion: The proposed Contract Amendment be approved.)

Item 7.L. Consideration and Action to Approve 1) an Intergovernmental Agreement with Illinois Department of Transportation (IDOT); and 2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) and Towanda Barnes Road County Highway 29) Traffic Signal Improvements, in the Amount of \$59,298, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement and MFT Resolution be approved.)

Item 7.M. Consideration and Action to Approve (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway; and (2) a Supplemental Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company (NSR), for the Proposed Hamilton Road At-Grade Crossing Near Commerce Parkway, in the Amount of \$30,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution and Supplemental Agreement be approved.)

Item 7.N. Consideration and Action on (1) A Supplemental Resolution for Improvement Under the Illinois Highway Code for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive; and (2) A Supplemental Engineering Services Agreement for State Motor Fuel Tax Funds for the Phase II Design of Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$143,790, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution and Supplemental Agreement be approved.)

Item 7.O. Consideration and Action on (1) An Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) An Intergovernmental Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Bunn Street to the Municipal System, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance and Intergovernmental Agreement be approved.)

ORDINANCE NO. 2024 - 033

AN ORDINANCE AUTHORIZING THE EXECUTION OF A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND BLOOMINGTON TOWNSHIP

Item 7.P. Consideration and Action on An Ordinance to Set a Date for, and to Approve a Public Notice of a Public Hearing on the Tax Increment Financing (TIF) Redevelopment Plan

for the Downtown TIF Redevelopment Project Area, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 034

AN ORDINANCE TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN FOR THE DOWNTOWN TIF REDEVELOPMENT PROJECT AREA

Item 7.Q. Consideration and Action to (1) Amend the Effective Dates of the HomeServe USA Corp. Water Line and Sewer Lateral Protection and ServLine Leak Protection Programs, (2) Approve a Revised ServLine Insurance Renewal Application, and (3) Approve an Ordinance Amending the City of Bloomington Leak Adjustment Policy, as requested by the Finance Department and the Water Department. (Recommended Motion: The proposed Amendments, Renewal Application, and Ordinance be approved.)

ORDINANCE NO. 2024 - 035

AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON LEAK ADJUSTMENT POLICY

Item 7.R. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the General Fund Budget by \$517,500, and Approving a \$517,500 Contingency to Purchase Twelve (12) Vehicles that were Ordered with FY24 Budgeted Funds what were Cancelled, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance and Contingency be approved.)

ORDINANCE NO. 2024 - 036

ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR (FY) ENDING APRIL 30, 2025, TO UTILIZE FUND BALANCE AND INCREASE THE GENERAL FUND BUDGET BY \$517,500, AND APPROVING A \$517,500 CONTINGENCY TO PURCHASE TWELVE (12) VEHICLES THAT WERE ORDERED WITH FY24 BUDGETED FUNDS WHAT WERE CANCELLED

Item 7.S. Consideration and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, located at 1101 Airport Rd., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Ownership be approved.)

Item 7.T. Consideration and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Unit 6, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.U. Consideration and Action on an Application from Rusk Hospitality Group, LLC, d/b/a Bonchon Bloomington, located at 1413 Leslie Dr., Unit 2, Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.V. Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for the Creation of a Class PAS

(Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Mayor Pro Tem Boelen directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

The following Item was presented:

Item 8.A. Presentation of the McLean County Regional Planning Commission Regional Housing Recovery Plan, as requested by the Administration Department.

City Manager, Jeff Jurgens, introduced the Item and noted it would be the start of an ongoing discussion of housing needs.

Ray Lai, McLean County Regional Planning Commission (“MCRPC”) Executive Director, presented the Regional Housing Recovery Plan (“Plan”), recently adopted by the MCRPC. He discussed the stages completed throughout the seven-month process to develop the Plan. He listed key findings of the Plan, as well as various housing statistics explaining how each affected the housing market. He noted an increase in homelessness due to the current housing market.

Mark Adams, MCRPC Community Planner, discussed each of the Plan’s Strategic Recommendations in detail, as well as ideas on how to accomplish them.

Mr. Lai concluded the presentation with sharing next steps to implement the Plan.

Council Member Montney and Mr. Adams discussed the term ‘precariously housed’ as used for individuals who do not meet the State of Illinois Housing and Urban Development’s definition of ‘homeless.’

Council Member Ward and Mr. Lai discussed grants being pursued, as well as potential incentives or programs offered for housing down payment assistance. They then discussed land value taxation with land trusts.

Council Member Crumpler was interested in additional information on the low-income housing tax credit program. Mr. Lai provided further information.

Mayor Pro Tem Boelen and Mr. Lai discussed grant programming.

Council Member Crumpler made a motion, seconded by Council Member Montney, to extend Council Discussion by five minutes.

Mayor Pro Tem Boelen directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

Council Member Montney and Mr. Lai discussed statistics of workers that travel into the area to work and how some choose the commute. Mr. Adams, too, joined the discussion.

Council Member Kearns and Mr. Jurgens discussed expectations for future presentations to Council on housing.

The following Item was presented:

Item 9.B. Presentation on the Status of and Next Steps for the Downtown Streetscape Project, as requested by the Administration Department.

Billy Tyus, Deputy City Manager, discussed steps taken to continue the Downtown Streetscape Project including data gathering, a topographic survey, funding searches, and grant applications. He announced that a Community Outreach Plan was anticipated in the summer of 2024 with the first project going out to bid in December of 2024. He reminded the public that each project was required to go before Council. He then provided an update on the proposed Downtown Tax Increment Financing ("TIF") District.

Council Member Crumpler and Deputy City Manager Tyus discussed how Thornrun Partners, the City's lobbyist firm, would aid in identifying federal grant funding.

Council Member Kearns asked for additional detail on TIFs , as well as Council's role in them. Deputy City Manager Tyus responded accordingly.

Mayor Pro Tem Boelen, Council Member Kearns, and Deputy City Manager Tyus discussed the possibility for affordable housing developments in Downtown along with potential TIFs.

City Manager's Discussion

City Manager Jurgens discussed a meeting the City had participated in with 16 other organizations and municipalities focused on tackling increased homelessness. He also updated Council on the Bloomington Library's remodel, a road project on Towanda Ave., and bulk waste pick-up.

Mayor's Discussion

Mayor Pro Tem Boelen had no comments.

Council Member's Discussion

No Council Member comments were given.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Becker, to adjourn the meeting.

Mayor Pro Tem Boelen directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:27 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the April 26, 2024, Day 1 City Council Retreat Special Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B Minutes](#)



MINUTES
CITY COUNCIL RETREAT - SPECIAL SESSION
FRIDAY, APRIL 26, 2024, 1:00 P.M.

The City Council convened in special session for a Council Retreat in the Community Room of Bloomington Public Library at 1:03 P.M. Mayor Mboka Mwilambwe called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Nick Becker	Council Member, Ward 4	Absent
John Danenberger	Council Member, Ward 5	Absent
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

The following staff and facilitators were present: (1) Jeff Jurgens, Deputy City Manager; (2) Billy Tyus, Deputy City Manager; (3) Chris Spanos, Corporation Counsel; (4) Leslie Yocum, City Clerk; (5) Kelly Pfeifer, Economic & Community Development Assistant Director; (6) Anthony Nelson, Arts & Entertainment Director; (7) Craig McBeath, Information Technologies Director; (8) Jamal Simington, Chief of Police; (9) Mose Rickey, Public Works Director; (10) Ed Andrews, Water Director; (11) Nicole Albertson, Human Resources Director; (12) Kevin Kothe, Operations & Engineering Services Director; (13) Jeanne Hamilton, Library Director; (14) Scott Rathbun, Finance Director; (15) Corey Matheny, Chief of Fire; (16) Cecilia Reichert, Administration Executive Assistant; (17) Josh Hanson, Total Compensation & Process Improvement Manager; (18) Mike Mowery, Strategic Government Resources Facilitator; and (19) Ted Studdard, Strategic Government Resources Facilitator.

Public Comment

No emailed or in-person public comment was received.

Retreat Activities

Mayor Mwilambwe welcomed Council and staff and briefly discussed the plan for the day.

Moderator Mike Mowery described servant leadership and how it applied to municipalities. The group worked through the Athenian Code, cycles of strategic visioning, governance v. leadership, major governance challenges, owning bias, and board rules.

The group took a break from 2:30 P.M – 2:45 P.M.

Moderator Mowery walked through the importance of working together and understanding one's peers. He shared Council's I-OPT (Input Output Processing Template) results/profiles from a test he'd had Council take prior to the Retreat.

Each Council Member was given the opportunity to comment on their results. The group then discussed them as well.

Council Member Crumpler left the Retreat at 3:57 P.M.

Deputy City Manager Jurgens turned the group's attention to the topic of efficient and effective government through process improvement. He introduced Josh Hanson and discussed a new process and procedure improvement role for the City that he and Mr. Hanson had taken on under City Manager Tim Gleason's direction in January of 2024.

Mr. Hanson addressed the group and discussed Lean Sigma, a Sidewalk Pilot Project, a variety of different technology platforms, as well as process and procedure focuses to be evaluated and implemented across the City.

Council Member Montney and Mr. Hanson talked through several ideas and concepts for evaluation and improvement of processes.

Council had a short discussion together, and then requested that Deputy City Manager Jurgens lay out a process of how to best move forward with Council requests.

Council Members Ward and Montney talked briefly about their ideas.

The group talked together about leaders and the next steps for improvement.

Deputy City Manager Jurgens shared that the three focuses as he was hearing from the group would be housing, infrastructure, and increasing efficiencies.

Mayor Mwilambwe thanked everyone for their participation and discussed the plan for Day 2 of the Council Retreat.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Hendricks, to adjourn.

Mayor Mwilambwe directed the Clerk to call the roll:

Motion carried (viva voce).

The meeting adjourned at 4:57 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the April 27, 2024, Day 2 City Council Retreat Special Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 3B Minutes](#)



MINUTES
CITY COUNCIL RETREAT - SPECIAL SESSION
FRIDAY, APRIL 27, 2024, 9:00 A.M.

The City Council convened in special session for a Council Retreat in the Community Room of Bloomington Public Library at 9:02 A.M. Mayor Mboka Mwilambwe called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Arrived 9:04 A.M.
Sheila Montney	Council Member, Ward 3	Present
Nick Becker	Council Member, Ward 4	Absent
John Danenberger	Council Member, Ward 5	Absent
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

The following staff and facilitators were present: (1) Jeff Jurgens, Deputy City Manager; (2) Billy Tyus, Deputy City Manager; (3) Chris Spanos, Corporation Counsel; (4) Leslie Yocum, City Clerk; (5) Kelly Pfeifer, Economic & Community Development Assistant Director; (6) Anthony Nelson, Arts & Entertainment Director; (7) Craig McBeath, Information Technologies Director; (8) Jamal Simington, Chief of Police; (9) Mose Rickey, Public Works Director; (10) Ed Andrews, Water Director; (11) Nicole Albertson, Human Resources Director; (12) Kevin Kothe, Operations & Engineering Services Director; (13) Jeanne Hamilton, Library Director; (14) Scott Rathbun, Finance Director; (15) Corey Matheny, Chief of Fire; (16) Cecilia Reichert, Administration Executive Assistant; (17) Josh Hanson, Total Compensation & Process Improvement Manager; (18) Mike Mowery, Strategic Government Resources Facilitator; and (19) Ted Studdard, Strategic Government Resources Facilitator.

Council Member Boelen arrived at 9:04 A.M.

Public Comment

No emailed or in-person public comment was received.

Retreat Activities

Moderator Mike Mowery welcomed everyone and introduced his colleague, Ted Studdard. Mr. Studdard recapped the efficient and effective government discussion had the day before in Council Retreat Day 1.

Jamal Simington, Chief of Police, arrived at 9:14 A.M.

Moderator Studdard began to lead Council down the path of updating their Council Strategic Priorities and Objectives. He recapped the six reputational drivers that Council had

identified as key strategic priorities during their last Council Retreat in September 2022: (1) Improve Infrastructure; (2) Revitalize Older Communities; (3) Emphasize Economic Development; (4) Promote Housing Diversity; (5) Improve Efficiency in Service Delivery; and (6) Enhance Public Safety and Well-being.

Moderator Studdard then broke Council and staff up into small groups to discuss affordable housing, growth, quality of place, and resilience.

The conversations were vast covering appetites for incentives, funding costs, market strengths, interest rates, avoiding sprawl, focusing on infill, other municipal comparisons, being less car-centric, and strengthening relationships. Each small group focused on what was going well, not well, and changes that should be considered. Some groups opted to discuss long-term and short-term goals.

The small groups separated, and they took turns allowing a representative from each group to share their ideas and/or viewpoints. The conversations continued as one large group.

Deputy City Manager Jurgens did a wrap-up for the group. He thanked everyone for their participation, honesty, and help as they looked to finetune and refocus City efforts.

Moderator Mowery thanked everyone for their thoughtful insights and conversations. He shared that next steps for Strategic Government Resources would be for him and Moderator Studdard to pull together a report of the two-day Retreat including suggestions for our to move forward. He discussed his recommendation of having Council formally accept or adopt the Report at a Council meeting by Resolution.

Mayor Mwilambwe thanked everyone for coming. He shared that he felt energized and connected and pointed out how much he enjoyed the diversity of the group. He complimented everyone in their accomplishments.

Adjournment

Council Member Montney made a motion, seconded by Council Member Boelen, to adjourn.

Mayor Mwilambwe directed the Clerk to call the roll:

Motion carried (viva voce).

The meeting adjourned at 11:54 A.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,033,353.21, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$9,033,353.21 (Payroll total \$3,063,748.07, Accounts Payable total \$5,789,496, and Bank Transfers total \$180,109.14).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL				
Date	Gross Pay	Employer Contribution	Totals	
5/31/2024	\$ 2,726,475.48	\$ 249,424.88	\$ 2,975,900.36	
			\$ -	
Off Cycle Adjustments	\$ 88,490.06	\$ (642.35)	\$ 87,847.71	
		PAYROLL TOTAL	\$ 3,063,748.07	
PCARDS				
ACCOUNTS PAYABLE (WIRES)				
Date	Bank	Total		
6/10/2024	AP General	\$ 5,557,416.19		
6/10/2024	AP JMScott	\$ 15,641.00		
6/10/2024	AP Comm Devel	\$ 36,304.06		
6/10/2024	AP IHDA	\$ 29,738.00		
6/10/2024	AP Library	\$ 75,261.16		
6/10/2024	AP MFT	\$ 29,000.00		
05/23/2024-05/30/2024	Out of Cycle AP	\$ 46,135.59		
05/02/2024-5/31/2024	AP Bank Transfers	\$ 180,109.14		
	AP TOTAL	\$ 5,969,605.14		
PCARD TOTAL			\$ 0.00	
GRAND TOTAL			\$ 9,033,353.21	

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments & Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

Library Board of Trustees: Georgene Chissell's appointment is effective immediately, with an expiration date of 04-30-25.

Connect Transit: Ryan Whitehouse's reappointment is effective immediately, with an expiration date of 06-30-28.

Human Relations Commission: Anthony Jones' reappointment is effective immediately, with an expiration date of 04-30-27.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Mayor contacts all recommended appointments and reappointments.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADMIN 1B Boards and Commissions Roster](#)

Library Board of Trustees Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Staff Advisor	Jeanne	Hamilton				false
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Vacant	Library Board of Trustees				4/30/2025			
Vacant	Library Board of Trustees				4/30/2025			
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Alicia	Whitworth	4/30/2026	4/24/2023	2016	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Vice President	Matthew	Watchinski	4/30/2027	4/8/2024	2018	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true

Connect Transit Board Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Connect Transit Board	Staff/Contact	Janice	Crago				false
Active	Connect Transit Board	Blm	Linda	Foster	6/30/2023	4/13/2020	2020	true
Active	Connect Transit Board	Blm	Ryan	Whitehouse	6/30/2024	7/13/2020	2012	true
Active	Connect Transit Board	Blm	Judy	Buchanan	6/30/2025	6/28/2021	2009	true
Active	Connect Transit Board	Blm	Barbara	Singer	6/30/2026	6/27/2022	2022	true

Human Relations Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Human Relations Commission	Staff Liaison	Greg	Wilson				false
Active	Human Relations Commission	Staff Advisor	Nicole	Albertson				false
Vacant	Human Relations Commission							
Hold Over	Human Relations Commission	Commissioner	Ky	Ajayi	4/30/2022	4/22/2019	2019	true
Hold Over	Human Relations Commission	Commissioner	Kiranmayi (Kiran)	Konam	4/30/2023	4/27/2020	2014	true
Hold Over	Human Relations Commission	Chair	Rhonda	Smith	4/30/2023	4/27/2020	2011	true
Hold Over	Human Relations Commission	Commissioner	Netia	Carey	4/30/2023	4/27/2020	2020	true
Hold Over	Human Relations Commission	Commissioner	Uma	Kailasam	4/30/2023	11/22/2021	2021	true
Active	Human Relations Commission	Commissioner	Anthony	Jones	4/30/2024	3/22/2021	2016	true



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action on A Resolution Authorizing a Purchase Order with Hanson Professional Services, Inc., for Engineering and Design Services, Prior to Receiving an Executed Engineering Services Agreement from the Illinois Department of Transportation (IDOT) for the Hamilton Road Extension Project, in the Amount of \$143,790, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will move forward with issuing a purchase order so that Hanson Professional Services ("Hanson") can continue Phase II design work for the Hamilton Road Extension project while approval of the Supplemental Agreement is being processed by the Illinois Department of Transportation ("IDOT"). This additional step is needed so that Hanson can submit the plans, specifications, and an estimate of costs to IDOT by July 2024 to bid the project as part of the State letting in November 2024, which is required to encumber the State's American Rescue Plan Act ("ARPA") funds that expire at the end of 2024.

The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway.

On May 13, 2024, Council approved a Supplemental Agreement in the amount of \$143,790 that split the plans for the project into two plan sets with two separate phases of bidding and construction. Council also approved the associated Resolution of Improvement Under the Illinois Highway code, which is also required by IDOT. This enables the City to utilize State ARPA funding for Phase 1 construction while allowing for continued work on land acquisitions in Phase 2 and time to finalize documents for the proposed at grade railroad crossing as part of Phase 2 construction. The attached Split Phases 1 and 2 Map shows these two phases. Additional information is included in the May 13, 2024, Council Memo for Item 8.N. as well as the attached documents.

On May 17, 2024, City staff sent the signed Supplemental Agreement and the Resolution for Improvement to IDOT for their approval and signature. The City received the Resolution for Improvement, signed by IDOT, on May 29, 2024. However, the Supplemental Agreement is

delayed for up to two months because the State of Illinois' fiscal year ends on June 30, and IDOT is undergoing its fiscal year end process. Through correspondence with both Hanson and IDOT, both parties are indicating they are agreeable to Hanson starting work on the scope from the Supplemental Agreement prior to full execution of the agreement by IDOT.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, public open houses were held to discuss the project as a whole. A public informational meeting will be held by the City for interested persons to learn about the project prior to construction.

FINANCIAL IMPACT: If approved, the City will enter into a purchase order in the amount of \$143,790 with Hanson Professional Services, Inc. This will be paid from the State Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 233 and 234.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[DOES 1B Resolution](#)

[DOES 1C Approved Supplemental Resolution](#)

[DOES 1D Approved Supplemental Agreement](#)

[DOES 1E Split Phases 1 and 2 Map](#)

[DOES 1F Hamilton Road Overall Project Map](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING ISSUING A PURCHASE ORDER WITH HANSON PROFESSIONAL SERVICES, INC., FOR ENGINEERING AND DESIGN SERVICES, PRIOR TO RECEIVING AN EXECUTED ENGINEERING SERVICES AGREEMENT FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE HAMILTON ROAD EXTENSION PROJECT

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

WHEREAS, on May 13, 2024, Council approved a Supplemental Agreement and Resolution for Improvement Under the Highway Code so that Hanson Professional Services, Inc. (“Hanson”), the consultant hired by the City for this project, could split the plans for the Hamilton Road Extension project into two plan sets with two separate phases of bidding and construction; and

WHEREAS, on May 17, 2024, City staff sent the signed Supplemental Agreement and the Resolution for Improvement to IDOT for their approval and signature and subsequently received the Resolution for Improvement Under the Highway Code, signed by the Illinois Department of Transportation (“IDOT”), on May 29, 2024; and

WHEREAS, the Supplemental Agreement is delayed for up to two months because the State of Illinois’ fiscal year ends on June 30, and IDOT is undergoing its fiscal year end process; and

WHEREAS, through correspondence with both Hanson and IDOT, both parties are indicating they are agreeable to Hanson starting work on the scope from the Supplemental Agreement prior to full execution of the agreement by IDOT; and

WHEREAS, moving forward with issuing a purchase order prior to receiving an executed engineering services agreement for the project will enable Hanson to meet the state-letting deadline to use American Rescue Plan Act funds before they expire at the end of 2024 and is in the best interest of the City.

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

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

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

16-00360-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Bloomington

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	1.11	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase II preliminary engineering services as provided by Hanson Professional Services Inc. for additional efforts regarding updates to environmental permits, Sanitary sewer improvements, plan set split between Railroad and Commerce Parkway, lighting, land acquisition, and additional ICC coordination.

2. That there is hereby appropriated the sum of one hundred forty three thousand seven hundred ninety and 00/100Dollars (\$143,790.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Yocum

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Bloomington

Name of Local Public Agency

at a meeting held on May 13, 2024

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

5/15/2024 | 5:28 PM CD

Approved

Regional Engineer Signature & Date
Department of Transportation



Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No	Agreement For Federal PE	Agreement Type Supplement	Number 2
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LOCAL PUBLIC AGENCY

Local Public Agency Bloomington	County McLean	Section Number 16-00360-00-PV	Job Number D-95-038-18
Project Number XAYB(639)	Contact Name Kevin Kothe	Phone Number (309) 434-2225	Email kkothe@cityblm.org

SECTION PROVISIONS

Local Street/Road Name Hamilton Road	Key Route FAU 6371	Length 3000	Structure Number
Location Termini Bunn Street to Morrissey Drive			Add Location Remove Location

Project Description

Phase 2 Engineering services supplement for updates to environmental permits, Sanitary sewer improvements, plan set split between Railroad and Commerce Parkway, lighting, land acquisition, and additional ICC coordination.

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☒ State	☐ Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Hanson Professional Services Inc.	Contact Name Kurt Bialobreski	Phone Number (309) 713-1408	Email kbialobreski@hanson-inc.com
Address 7625 N. University Street, Suite 200	City Peoria	State IL	Zip Code 61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$113,820.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Clark-Dietz, Inc.	37-1212051	\$29,970.00
Subconsultant Total		\$29,970.00
Prime Consultant Total		\$113,820.00
Total for all work		\$143,790.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type

City

 of

Local Public Agency

Bloomington

Attest:

By (Signature & Date)





By (Signature & Date)



Name of Local Public Agency

Bloomington

Local Public Agency Type

City

Clerk

Title

City Manager

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Hanson Professional Services Inc.

Attest:

By (Signature & Date)



Title

Vice President

By (Signature & Date)



Title

Senior Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

EXHIBIT A SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

Hamilton Road

SERVICES: The additional Scope of Services will be limited to the following:

A. Environmental Studies

1. Request an updated biological clearance from IDOT. It is assumed that wetland clearance will not need updated.
2. Prepare a new Preliminary Environmental Site Assessment (PESA). The original PESA for the local agency portion was completed in March 2019 and has expired. This scope assumes that the original Preliminary Site Investigation (PSI) that was completed for the local agency ROW portion in August 2020 will remain valid and does not need renewed.
3. Hanson will request a new PESA for the State ROW portion of the project, which will be conducted by IDOT. The original PESA for the State ROW was completed in December 2016 and has expired. Hanson will prepare the PESA Response following receipt of the new PESA. IDOT will be responsible for completing a PSI, if required.
4. This scope assumes that the Section 404 permit approval verification received in March 2022 remains valid and will not expire until March 14, 2026.

B. Sanitary Sewer Design

1. Add service connection for Mardis

C. Lighting Design

1. Design new light pole locations for the removal and relocation of existing light poles along Hamilton Road from Commerce Parkway to Morrissey Drive. Existing light poles to be reinstalled on new foundation.

D. Final Plans and Specifications

1. Update for current State Standards, standard specifications, and special provisions
2. Separate plans into 2 plan sets (east and west of RR, RR to be included in west section)
 - i. Updated and new cover sheets, general notes, summary and schedule of quantities, quantity calculations, construction staging plans, and adding additional plan sheets at the plan split location to capture all proposed improvements on each plan set.
 - ii. Design Items – Temporary tie into existing on east plan set
3. Update design, plans and quantities for Railroad escape route
4. Update and prepare Specifications for 2 plan sets
5. Quality Control Review for both sets of construction documents
6. Incorporate watermain and drainage plans, specifications and estimates (from Clark Dietz) into the final construction documents.
7. Submit Final Construction Documents for both sets of construction documents for review to City and IDOT.
8. Address Review comments and prepare disposition for IDOT and City reviews of each plan set.

E. Land Acquisition

1. Additional negotiations with Wheatley.
2. The project timeline has caused temporary construction easements (TEs) to expire or will expire during construction. Hanson will prepare extensions for 7 parcels and attempt to negotiate extension of these TEs at no cost to the client. Hanson will update Client after 30 days of execution of this supplement as to whether any property owners are willing to grant such extensions. If unable to negotiate these donated extensions within 45

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

days of execution, Hanson will proceed to update the market study and waivers and then make updated offers to the 7 property owners. Hanson will initiate negotiations upon the City's certification of the parcels' review appraisals or upon the City's certification of waiver valuations.

3. Hanson will secure updated title commitments and appraisals and review appraisals for Parcels 103, 108, 109, and 117 and will then prepare offer documents and conveyance documents for said parcels. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.

4. In the event that settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Client for approval and recording. In the event that settlement is not reached, Hanson's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 90 days for the offer date have expired. For an additional fee and if necessary, Hanson will prepare condemnation request packets if negotiations have failed and upon the direction of the City.

5. Hanson will submit Parcel and Project Compliance Checklists to the Illinois Department of Transportation for ROW Certification for the advertisement and letting of the Hamilton Road Project.

F. ICC Coordination

1. Coordinate and assist City with ICC order and hearing process, includes attending one (1) meeting and updating exhibits for one (1) meeting.

G. Prepare Final Plans and Specifications (Clark-Dietz Inc.)

1. Preparation of final plan sheets for the proposed improvements designed by Clark Dietz for two plan sets incorporating additional City and IDOT plan review comments.

2. Calculate and schedule quantities (2 Plan Sets).

3. Prepare special provision for the project including a provision for each pay item not being constructed per IDOT Standard Specifications (2 Spec Books).

4. Plot and Submit Final Plans and Specifications (2 Plan Sets).

5. QC/QA Review (2 Plan Sets)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

EXHIBIT B
PROJECT SCHEDULE

It is anticipated the east section (Plan Set 1) will be completed for a November 2024 IDOT letting and the west section (Plan Set 2) will be completed for a Spring/Summer 2025 IDOT Letting.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Hanson Professional Services	McLean	16-00360-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria		Weighting
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐



Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV
Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Bryce Beckstrom	4/12/2024
Consultant / Subconsultant Name	Job Number	
Hanson Professional Services Inc.		

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	15 MONTHS	OVERHEAD RATE	163.89%
START DATE	5/1/2024	COMPLEXITY FACTOR	
RAISE DATE	1/1/2025	% OF RAISE	2.00%
END DATE	7/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2024	1/1/2025	8	53.33%
1	1/2/2025	8/1/2025	7	47.60%

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV
Consultant / Subconsultant Name		Job Number
Hanson Professional Services Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.93%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$86.00	\$86.00
E/A/S VIII	\$81.95	\$82.71
E/A/S VII	\$76.83	\$77.55
E/A/S VI	\$65.30	\$65.91
E/A/S V	\$53.92	\$54.42
E/A/S IV	\$46.17	\$46.60
E/A/S III	\$40.28	\$40.66
E/A/S II	\$37.48	\$37.83
E/A/S I	\$34.44	\$34.76
M/D	\$53.76	\$54.26
Tech VII	\$49.44	\$49.90
Tech VI	\$44.61	\$45.03
Tech V	\$38.56	\$38.92
Tech IV	\$33.32	\$33.63
Tech III	\$29.69	\$29.97
Tech II	\$26.59	\$26.84
Tech I	\$22.17	\$22.38
Aide	\$21.00	\$21.20
Admin VII	\$64.13	\$64.73
Admin VI	\$42.12	\$42.51
Admin V	\$37.76	\$38.11
Admin IV	\$30.51	\$30.79
Admin III	\$23.56	\$23.78
Admin II	\$22.84	\$23.05
Admin I	\$15.75	\$15.90

Local Public Agency

City of Bloomington

County

McLean

Section Number

16-00360-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	800	\$0.67	\$536.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Work	Actual Cost	11	\$135.00	\$1,485.00
Environmental Report	Actual Cost	1	\$350.00	\$350.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,371.00

Local Public Agency

City of Bloomington

County

McLean

Section Number

16-00360-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Environmental			Sanitary Sewer			Lighting			Final Plans and Specifications (2 sets)			Land Acquisition		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
E/A/S VIII	82.71	24.0	3.66%	3.03										18	10.40%	8.61			
E/A/S VII	77.55	39.0	5.95%	4.62	10	15.63%	12.12				6	18.18%	14.10				23	6.80%	5.28
E/A/S VI	65.91	94.0	14.35%	9.46	4	6.25%	4.12	1	7.69%	5.07				45	26.01%	17.14	24	7.10%	4.68
E/A/S V	54.42	26.0	3.97%	2.16				4	30.77%	16.75	22	66.67%	36.28						
E/A/S IV	46.60	134.0	20.46%	9.53	32	50.00%	23.30							36	20.81%	9.70	66	19.53%	9.10
E/A/S III	40.66	16.0	2.44%	0.99	16	25.00%	10.16												
E/A/S II	37.83	8.0	1.22%	0.46										8	4.62%	1.75			
E/A/S I	34.76	0.0																	
M/D	54.26	0.0																	
Tech VII	49.90	87.0	13.28%	6.63				8	61.54%	30.71	5	15.15%	7.56	66	38.15%	19.04			
Tech VI	45.03	0.0																	
Tech V	38.92	225.0	34.35%	13.37													225	66.57%	25.91
Tech IV	33.63	0.0																	
Tech III	29.97	0.0																	
Tech II	26.84	0.0																	
Tech I	22.38	0.0																	
Aide	21.20	0.0																	
Admin VII	64.73	0.0																	
Admin VI	42.51	0.0																	
Admin V	38.11	2.0	0.31%	0.12	2	3.13%	1.19												
Admin IV	30.79	0.0																	
Admin III	23.78	0.0																	
Admin II	23.05	0.0																	
Admin I	15.90	0.0																	
		0.0																	
		0.0																	
TOTALS		655.0	100%	\$50.37	64.0	100.00%	\$50.89	13.0	100%	\$52.52	33.0	100%	\$57.94	173.0	100%	\$56.23	338.0	100%	\$44.96



Local Public Agency	County	Section Number
City of Bloomington	McLean	
Prime Consultant (Firm) Name	Prepared By	Date
	Sean Widener	4/14/2024
Consultant / Subconsultant Name	Job Number	
Clark Dietz, Inc.		

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

Remarks

Supplement No. 2 - Prepare two (2) bid packages and address review comments.

PAYROLL ESCALATION TABLE

CONTRACT TERM	6 MONTHS	OVERHEAD RATE	173.75%
START DATE	7/1/2024	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025	% OF RAISE	2.00%
END DATE	12/31/2024		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2024	12/31/2024	6	100.00%

City of Bloomington

McLean

Job Number

Clark Dietz, Inc.

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Clark Dietz, Inc.

Job Number

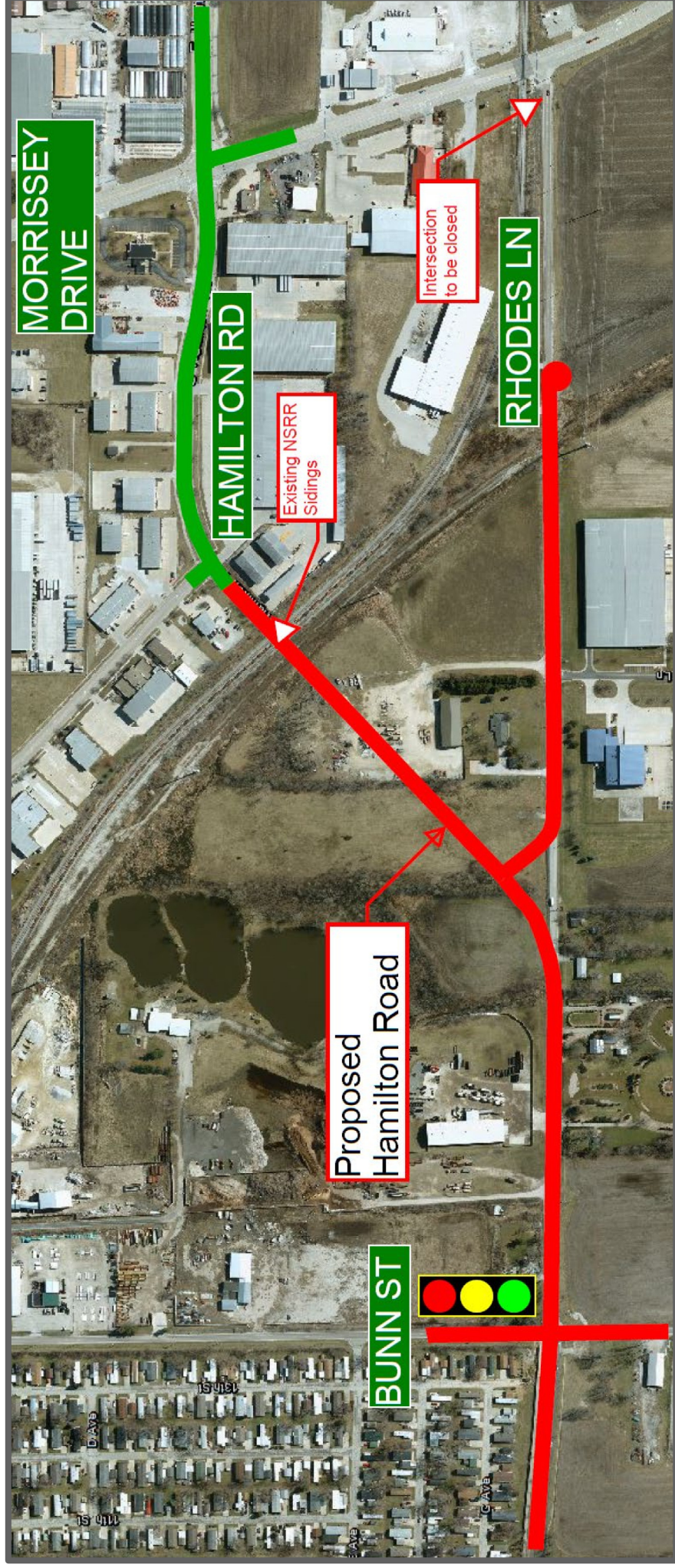
DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Hamilton Rd, Bunn St to Morrissey Dr

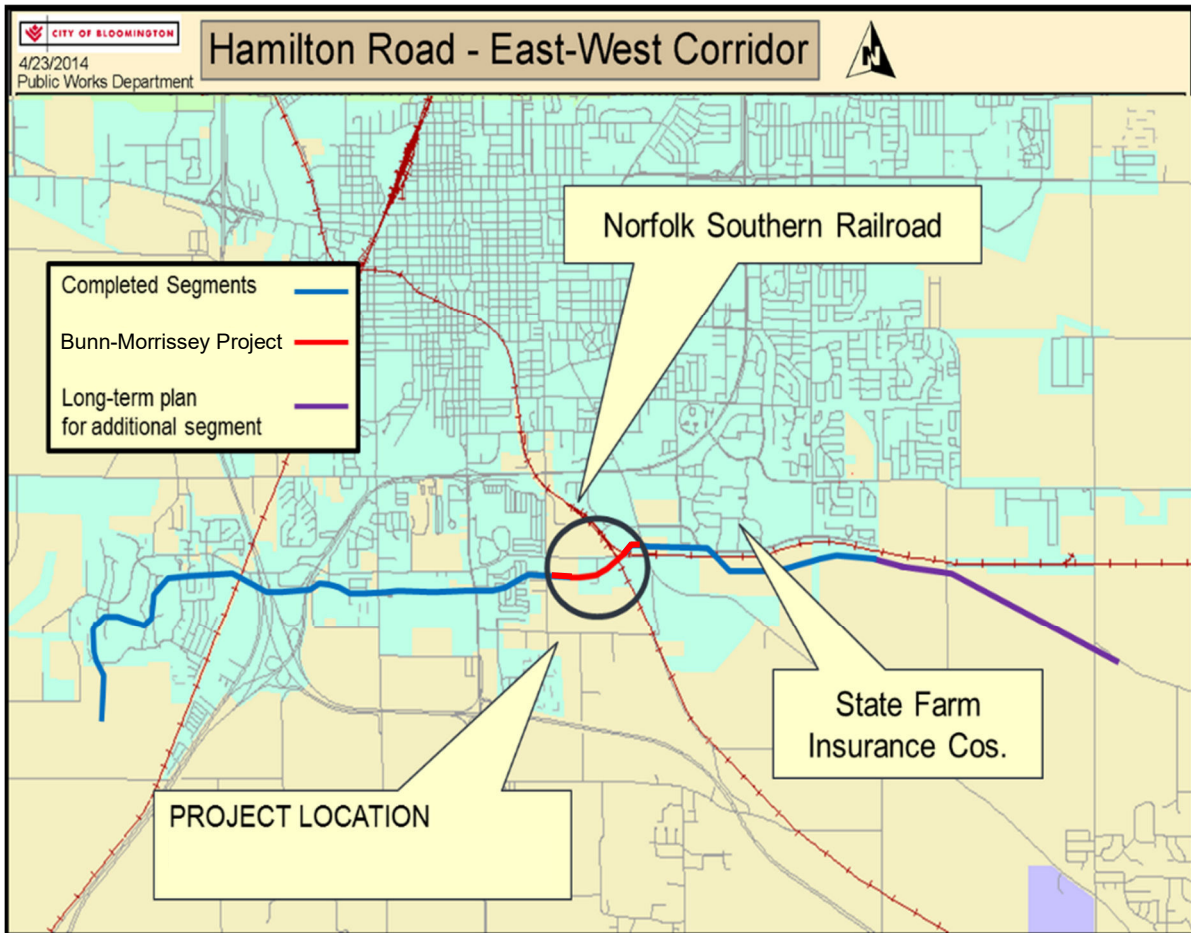
Split Phases 1 & 2



Construction Limits

Phase 1 - Green lines (widening / adding turn lanes, resurfacing and traffic signal work at Morrissey)

Phase 2 - Red lines (new road construction including new railroad crossing)





CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of a Reel Grinder from Foley Company, in the Amount \$54,954, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City's three golf courses are considered to be among the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5). This places the course alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. Golf Digest also once voted Bloomington/Normal the fifth-best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

In order to provide quality turf for golfers to play from, our fleet of mowers must be taken care of to exact equipment specifications. One important aspect of mower maintenance is keeping the reels of our mowers sharp. This requires reels to be ground and sharpened to very precise measurements and angles. If a reel is not ground or ground not correctly, it will cause multiple issues with the primary one causing a decrease in the quality of cut of the turf. Over time, this will be noticed by the golfer and will lead to not meeting their expectations.

To ensure our reels are ground correctly and also in the most cost-effective manner, our staff grinds the reels of our entire mower fleet in-house. Our current reel grinder is over 25 years old and is no longer safe to operate nor can staff get replacement parts to fix it.

After conducting extensive market research, staff has found the Foley 653 reel grinder to be the best and most responsible unit on the market. It's widely considered across the industry to be at the top of it's class. Its' ability to both spin and relief grind in a completely enclosed grinding environment sets it apart from the others in the field. The ability to be able to relief grind our reels will lead to many advantages. Sharpening a relief grind in addition to the spin grind, reduces the drag on the reels and also the likelihood of metal-to-metal contacts. This

allows us to remove strain on the entire mower and reduce heat in the hydraulic or electrical systems. In addition to adding wear to the unit as a whole, this relief grind will also improve the fuel economy of the mower. The Foley 653 is fully enclosed which allows it to grind in a dust-free environment. It also features an integrated boom and lift table which will keep staff from having to load heavy reels onto the grinder which should serve to reduce potential lifting injuries.

MTI Distributing is the authorized area dealer for Foley products and the purchase will be made through them.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will Purchase a Reel Grinder from Foley Company (through MTI Distributing), in the amount \$54,954. This is included in the FY 2025 Budget for \$60,000. This will be paid from The Den at Fox Creek Golf Course-Capital Outlay Equipment Other than Office (56406420-72140). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 101 and 184.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Quote](#)

[P&R 1D Reel Grinder Brochure](#)

[P&R 1E - MTI Distrubiting Dealer for Foley.pdf](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND
APPROVING THE PURCHASE OF A REEL GRINDER FROM FOLEY COMPANY, IN
THE AMOUNT \$54,954**

WHEREAS, the City desires to purchase a reel grinder for the City golf courses; and

WHEREAS, to provide quality turf for golfers, the fleet of mowers must be taken care of to exact equipment specifications and the reel grinder is an integral piece of equipment for keeping the reels of the mowers sharp; and

WHEREAS, the Golf staff did market research and found the Foley reel grinder to be the only grinder that can both spin and relief grind in a completely enclosed environment providing a dust-free environment for staff who perform this function in-house so the mowers meet exact equipment specification; and

WHEREAS, Staff found that other grinders from other firms do not have the dual capability and other features the Foley grinder has and staff feel this is a key piece of equipment necessary to effectively and efficiently continue to meet the mowing needs of the City and provide the experience golfers expect of the City courses; and

WHEREAS, Staff requests the formal bidding process be waived as staff believe the purchase of the Foley grinder is in the best interest of the City and the equipment is in the FY25 Budget.

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

SECTION 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to execute any necessary documents to effectuate the purchase with Foley Company.

PASSED this 10th day June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



MTI Distributing
Equipment Quote
May 29, 2024



56

Chris Stolzenbach
City of Bloomington

Quote Expiration Date: 6/28/2024

Qty	Model Number	Description	Quote Price
1	FO6530911	Foley Accu-Master AC Front Load	\$52,775.00
1	FO6539532	Foley Boom & Electric Hoist (required for 6530911)	\$2,179.00

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote (including finance rates) will be provided when product becomes available.

Net 30 Terms with qualified credit

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

JP Bliss
Outside Sales Representative
314-873-3322

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

653 | ACCU-MASTER SPIN & RELIEF REEL GRINDER

FOLEY
COMPANY



FEATURES

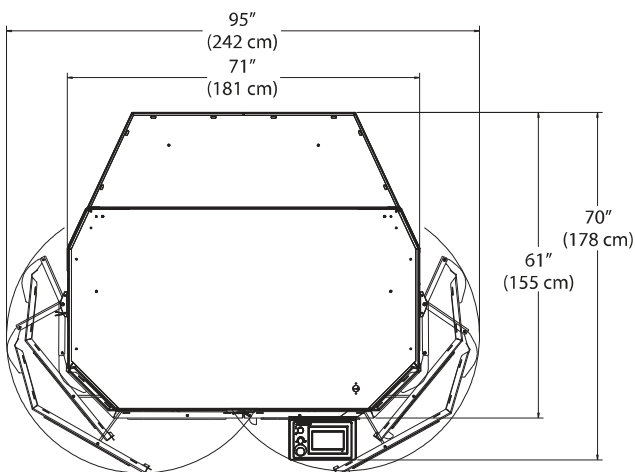
Spin Grind capable	✓
Auto Indexing hands free Relief Grinding	✓
- Electronically control Torque for relief	✓
Quick Reel placement - ACCU-Reel selector	✓
Cone/Taper Removal - Easy Alignment of Reel to Grinder	Screen Feedback (bubble)
Variable Speed Spin Drive motor	Articulating counter balanced
Variable Speed Belt Drive Traverse System	✓
Three Drive Adapters (male - 8, 9 and 11 tooth spline)	✓
Rear door with Safety interlock	Optional (or enclosed back)
Front Safety door with Safety interlock	✓
Quick Change Grinding wheel	✓
ACCU-Touch 3 with standard and custom programs (End of cycle indicator light)	✓
Noise and Dust abatement	✓
Dust collection - Vacuum system	✓
Slotted top Canopy (653 only) for Shop Overhead Crane	Optional
Attached rear lift table	Optional
Overhead Boom	Optional - electric with trolley

ADVANTAGES & BENEFITS

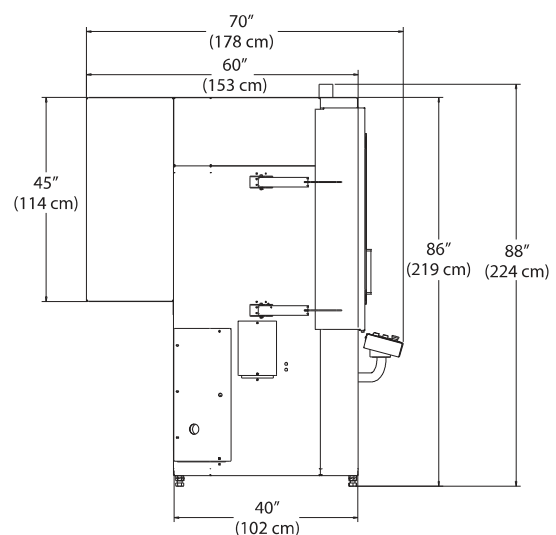
- ▶ AUTOMATED INFEEED CYCLES FOR SPIN AND AUTO-INDEX RELIEF GRINDING
- ▶ COMPLETELY ENCLOSED ELECTRIC INTER-LOCKING DOORS WITH LEXAN SAFETY GLASS PROTECTION
- ▶ VERTICAL/HORIZONTAL ADJUSTERS ENSURES PRECISE CARRIAGE POSITION AND TAPER REMOVAL
- ▶ INTERNAL VACUUM SYSTEM EFFICIENTLY COLLECTS DUST TO HELP KEEP SHOP AREA CLEAN

► DIMENSIONS:

TOP VIEW



SIDE VIEW



MADE USA

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FOLEYCO.COM | 800.225.9810

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PURSUE PERFECT

653 | ACCU-MASTER SPIN & RELIEF REEL GRINDER

FOLEY
COMPANY

ACCU-TOUCH 3 CONTROL



ACCU-REEL SELECTOR



CYLINDER HEIGHT STOP



FRONT ROLLER CLAMP



COUNTER-BALANCED SPIN DRIVE



ACCU-POSITIONING GAUGE



ROBUST GRINDING HEAD & RELIEF ASSEMBLY



OPTIONAL ELECTRIC HOIST



**REAR DOORS WITH
MOUNTED REAR LIFT**

DUST + NOISE CONTROL



AUTOMATED INFEEED GRIND CYCLES
FOR BOTH THE SPIN AND RELIEF GRIND
PROCESS.

SPIN GRIND IN MINUTES
LET THE ACCU-TOUCH 3 DO THE WORK
WHILE YOU DO SOMETHING ELSE

AUTO INDEX RELIEF
AUTOMATION OF INFEEEDS AND THE
PATENTED AUTO-INDEX PROVIDES
PRODUCTIVITY AND CHOICE

EASY REEL PLACEMENT
TO AUTOMATICALLY LOCATE THE REEL
FOR A FAST AND EASY SPIN OR SPIN +
RELIEF GRIND



MTI Distributing

4830 Azelia Ave, Brooklyn Center, MN 55429

6/4/24

To: Jason Wingate, PGA
Director of Golf
Bloomington Parks & Recreation

Please accept this letter as recognition that MTI Distributing, based in Berkeley, MO is the distributor and service provider for Foley Company grinding equipment in and for the State of Illinois.

Thank you for the opportunity to verify our Foley distribution and service to Illinois, and specifically Bloomington, IL as MTI Distributing. If there are any additional questions I can help with, please let me know.

Karen Wangenstein
Inside Sales Representative
MTI Distributing, Inc.



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Cargill, Inc., for the Purchase of Rock Salt, in the Amount of \$93.54 per Ton, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will waive the formal bidding requirements and enter into an agreement with Cargill for the purchase of rock salt for Fiscal Year (FY) 2025. The proposed price per ton is a 5% increase from the FY 2024 agreement price. The City entered into an agreement with Cargill in August 2022 to purchase rock salt in the amount of \$87.34 per ton in FY 2023. The City subsequently amended that agreement in April 2023 to purchase rock salt in the amount of \$89.04 per ton in FY 2024.

As part of the amended agreement, the City was obligated to purchase 80% (2,960 tons) of the agreed amount of salt in FY 2024. Due to the unusually mild winter of 2023-2024, the City was unable to purchase the entire 2,960 tons required by the agreement. Additionally, due to construction around the public works garage and salt dome area, the Department had no place to store the additional salt required to be purchased by the City per the agreement by April 30, 2024. The City is still obligated to purchase and take delivery of an additional 2,346 tons per the previous agreement.

City staff reached out to Cargill and found that they are willing to store the additional salt to be purchased until December 31, 2024, at no additional cost to the City, as long as the City enters into an agreement to purchase rock salt from Cargill for FY 2025 at a 5% increase for 4,500 tons.

Cargill offered the following terms for the new agreement: For FY 2025, the City will agree to pay \$93.54 per ton for 4,500 tons with an 80% (3,600 tons) minimum purchase at a cost of \$336,744, up to a maximum of 120% (5,400 tons) at a cost of \$505,116. The City would be obligated to purchase and take delivery of 80% of the agreed amount of salt by April 30, 2025. If the City has not taken delivery of the 3,600 tons of rock salt from the 2024-2025 season by April 30, 2025, the City will be charged a \$25 per ton, per month storage fee until the minimum amount is purchased and delivered.

Cargill will defer the 80% purchase from FY 2024 (usually charging \$20 per ton, per month)

until December 31, 2024. The City has a remaining balance of 2,960 tons. By allowing the City to defer the purchase of 2,960 tons without charging the monthly storage fee, the savings will be \$473,600. If the City has not taken the 2,960 tons of rock salt from FY 2024 by December 31, 2024, the City will be charged \$25.00 per ton, per month storage fee until the minimum amount is taken. City staff are confident they will have the 2,960 tons delivered to the public works garage/salt dome by December 31, 2024.

Snowfall and winter weather conditions are unpredictable, and the Department may need to order additional rock salt during FY 2025, up to the maximum of 4,500 tons.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2025 Budget includes an amount of \$500,000 for rock salt. If approved, \$336,744 will be committed for 80% of the agreement amount or 3,600 tons at \$93.54 per ton. The funds for this purchase are included in the Snow & Ice Removal-Rock Salt account (10016124-71085). Stakeholders can locate this in the FY 2025 Budget Book Titled "Budget Overview & General Fund" on page 304.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure the compact development of the city through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.1 (Enhance the livability of all Bloomington Neighborhoods); Goal D-4 (A clean and safe Downtown), Objective D-4.1 (Improve and promote Downtown as a clean and safe place); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities, and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state of interstate highway system)

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Asst. Director of Public Works

ATTACHMENTS:

[PW 1B Resolution](#)
[PW 1C Agreement](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH CARGILL, INC., FOR THE PURCHASE OF ROCK SALT, IN THE AMOUNT OF \$93.54 PER TON

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

WHEREAS, the City entered into an agreement for bulk rock salt (hereinafter “Agreement”) with Cargill, Inc. (hereinafter “Cargill”) on August 23, 2022, and amended it on April 10, 2023; and

WHEREAS, due to an unusually mild winter season and factors impacting the ability of the City to store additional salt, the City was only able to purchase 614 tons of the 2,960 tons of rock salt it was contractually obligated to purchase; and

WHEREAS, Cargill is willing to make certain accommodations to ensure the City meets all contractual obligations by allowing for cost-free storage of the unpurchased 2,346 tons of rock salt and to extend the Agreement through December 31, 2024; and

WHEREAS, the City wishes to enter into a new agreement to formally agree to the accommodations offered by Cargill; and

WHEREAS, due to the unusual conditions, it is in the best interest of the City to waive any formal bidding requirements and approve the new agreement to engage in and extend Cargill’s services for another year.

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

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

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
CARGILL, INC.
FOR
BULK ROCK SALT PURCHASE AND STORAGE**

THIS AGREEMENT, dated this ____ day of June, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Cargill, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on the Cargill Proposal, attached hereto as Exhibit A, 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.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth on Exhibit A.

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

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

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

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

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

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

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement,

Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

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

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

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

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

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

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

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:
This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

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

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

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

Copy to:

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

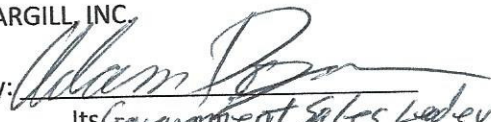
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

CARGILL, INC.

By: 
Its Government Sales Leader

By: _____
Its _____

EXHIBIT A



Cargill Road Safety
24950 Country Club Blvd.
Suite 450
North Olmsted, OH 44070

***** CONFIDENTIAL – FOR REVIEW BY THE CITY OF BLOOMINGTON ONLY *****

May 28, 2024

City of Bloomington
401 S East Street
Bloomington, IL 61701
Colleen Winterland
Superintendent of Streets & Sewers
Public Works
(309) 434-2225
cwinterland@cityblm.org

ATTN: Collen Winterland

Thank you for giving Cargill Incorporated –Road Safety the opportunity to service the City of Bloomington bid this last winter season. We appreciate the business and will strive to provide the same quality product and customer service in the winter to come.

The purpose of this letter is to discuss matters concerning the 2023/2024 season and the upcoming 2024/2025 season.

Season 2023/2024 - Our current agreement calls for 3,700 tons of bulk salt. The contract minimum is 80% is (2,960), with currently ordered and/or delivered 614 tons, leaving the remaining balance of 2,346 tons. On account, beginning July 1, 2024, and every month forward, the city will receive a monthly invoice for storage fees of \$[REDACTED] per ton not yet purchased and the obligation to purchase the remaining tonnage will remain intact, until the minimum 80% tons is ordered. These tons need be ordered and received into the Bloomington, IL sheds by December 31, 2024.

Season 2024/2025 – For the upcoming season, Cargill requests a 5% increase in price for a maximum volume of 4,500 tons of bulk salt ([REDACTED]/ton). Any tonnage requested in excess of 4,500 would be subject to availability. The minimum purchase obligation would be 80% or 3,600 tons, with purchases to take place on or before April 30, 2025. This agreement will expire on May 1, 2025. If the minimum purchase obligation is not met by April 30, 2025, the City of Bloomington will pay the balance on any shortage of the minimum purchase obligation to Cargill, no later than May 1, 2025.

Any other changes must be mutually agreed upon in writing. Thank you for your consideration of this renewal proposal. We look forward to hearing back from you by June 7, 2024.

Sincerely,

Jim Anderson

Jim Anderson
District Manager
Ph: [REDACTED]

Accepted by:

Name: _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$150,000; and (2) A Resolution Approving the Acceptance of Additional Funds from the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program Round 1, in the Amount of \$150,000, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance and Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

BACKGROUND: In 2022, the Illinois Housing Development Authority ("IHDA") announced a request for applications under the Home Repair & Accessibility Program ("HRAP"). Applications were available to municipalities, counties, and non-profits for the rehabilitation of homes for low-to-moderate-income households. The City of Bloomington's Economic & Community Development Department applied for, and was awarded, funding from the program. HRAP funds can be used for the rehabilitation of single-family housing units. Rehabilitation work includes health, life, safety, accessibility, and code compliance improvements.

The Council approved Resolution No. 2023-003 on February 28, 2023, for \$350,000 in HRAP Round One funds. To date, the City has completed five housing rehabilitation projects with this funding with two additional projects in progress or under eligibility review. Based on the City's success with Round One to date, IHDA approached the City about accepting additional funds in the amount of \$150,000 to continue housing rehabilitation work in the community.

This Resolution is requested by IHDA as a part of the grant closing process. The grant period from the original grant agreement will not change. An additional three projects are expected to be completed with the \$150,000 supplemental award. The City has a long history of receiving IHDA revitalization and repair program funding for different housing and community development needs through various programs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Rehabilitation of single-family residential properties was an identified need in the City's 2020-2024 Community Development Block Grant ("CDBG") Consolidated Plan. This plan serves as a foundation for many community development initiatives undertaken with Federal and State grant funds. The 2020-2024 CDBG Consolidated Plan was built on significant community feedback and

engagement to identify a variety of community development needs within the City. IHDA-HRAP funding helps address the needs described in this plan.

FINANCIAL IMPACT: If approved, the City will accept additional funds from the IHDA's Home Repair and Accessibility Program Round 1, in the amount of \$150,000. Failure to submit funding documents would result in the loss of \$150,000 in grant funding to support housing rehabilitation projects within the City. The program budget includes reimbursement for staff time to administer the program. A budget amendment is necessary to recognize the additional \$150,000 and then expense those funds. The funds will be expended from the IHDA-HRAP Loans account (22502520-79020-55100). Stakeholders can locate the initial budget for this program in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 29. Please reference Ordinance Exhibit A for additional information on accounts adjusted via the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal H-1 (Ensure the availability of safe, attractive, and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H-2.3 (Rehabilitate housing in the designated Regeneration Area)

Respectfully submitted for consideration.

Prepared by: Catherine Dunlap, Grant Specialist

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Exhibit A](#)

[E&CD 1D Resolution](#)

[E&CD 1E Certificate of Incumbency HRAP](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2025, IN THE AMOUNT OF \$150,000

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2025 Budget to increase the FY 2025 Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program Round 1, in the Amount of \$150,000, as requested by the Economic & Community Development and Finance Departments.

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

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

SECTION 2. Ordinance Number 2024-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2025) is hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance Number 2024-024 shall remain in full force and effect.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
22502520-53120-55100	IHDA	HRAP State Grants	\$ (150,000.00)
22502520-79020-55100	IHDA	HRPA Loans	\$ 150,000.00
Net Transaction:			\$ -

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE ACCEPTANCE OF ADDITIONAL FUNDS FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S (IHDA) HOME REPAIR AND ACCESSIBILITY PROGRAM ROUND 1, IN THE AMOUNT OF \$150,000

WHEREAS, the Illinois Housing Development Authority (the “Authority”) did issue to the City of Bloomington (the “City”) a grant (the “Grant”) from the Illinois Affordable Housing Program for the Home Repair and Accessibility Program (the “Program”), and the Authority and the Corporation did enter into a grant agreement (the “Agreement”) wherein the Corporation agreed to perform Program services in return for the Grant; and

WHEREAS, the Authority desires to increase the not to exceed amount of the Grant (“Grant Increase”) by \$150,000 and requires the City to provide authorization to accept the Grant Increase and to enter into an amendment to the Agreement (“Amendment”) in order to memorialize the Grant Increase; and

WHEREAS, the City Council deems it to be in the best interest of the City to accept the Grant Increase; and

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

SECTION 1. The City of Bloomington is authorized to enter into the Amendment with the Authority, the City agrees to deliver and/or execute the Amendment and any and all other instruments, certifications and agreements as may be necessary or desirable for the City to receive the Grant Increase and perform all of its obligations and duties under the Program (including any supplements or other agreements); and

SECTION 2. The City of Bloomington hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for the City of Bloomington to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements).

SECTION 3. Mboka Mwilambwe, Mayor of the City of Bloomington, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute the Amendment, and all other documents, certificates, and instruments relating to the Program and Grant Increase to be delivered to the Authority, in connection with the closing of the Grant Increase and take such further action on behalf of the City of Bloomington as they deem necessary to effectuate the foregoing Resolutions; and

SECTION 4. The City of Bloomington hereby ratifies, authorizes, confirms, and approves any prior action of the City of Bloomington taken in furtherance of the foregoing resolutions and any and all documents and instruments previously executed on behalf of the City of Bloomington in connection with the Grant.

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**OFFICER’S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer’s Certificate and Certificate of Incumbency (this “Certificate”) is being furnished to the Illinois Housing Development Authority (the “Authority”) in connection with the grant being made by the Authority to City of Bloomington, an Illinois unit of local government (the “City”) in connection with the Home Repair and Accessibility Program:

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the City;
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the City on June 10, 2024, and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected to the positions in the City set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
Mboka Mwilambwe	Mayor	

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 2024.

City of Bloomington,
an Illinois unit of local government

By: _____
Name: _____
Its: _____

NOTE: You only need to provide specimen signature of officers who will execute documents on behalf of the City or Village



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Authorizing a Change Order for the Contract with Bailey Edward Design, Inc., for Architectural Services for the Economic & Community Development Remodeling Project, in the Amount Not to Exceed \$8,000, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will execute a change order to the contract with Bailey Edward for the Economic & Community Development Remodeling project for additional services related to the project. In September 2021, the City entered into an agreement with Bailey Edward for professional architectural and engineering services to evaluate the Economic & Community Development Department office layout and design improvements in an amount not to exceed \$28,000.

Bailey Edward's initial proposal for Construction Administration ("CA") services as part of the contract, in the amount of \$6,750, were based on limited effort due to the City's involvement in the day-to-day process of the project. The fee was based on a construction duration of six (6) months. However, the project is expected to be completed by July 22, 2024, which is nearly double the original anticipated duration.

Bailey Edward's efforts have exceeded their initial CA fee primarily due to the excessive number of Requests for Information ("RFI") submitted by the construction contractor. To date, 42 RFIs have been submitted, all of which required Bailey Edward to provide an official written response even though many of the questions were already addressed in the original plans and specifications. Bailey Edward has requested an additional \$8,000 to complete the anticipated remaining CA work for this project. Staff have reviewed their request and believe it is warranted and should be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will process a Change Order for the Contract with Bailey Edward Design, Inc., for Architectural Services for the Economic & Community Development Remodeling Project, in the Amount Not to Exceed \$8,000. Funding is available in the Fiscal Year FY 2025 Budget under the Economic Development-Other Professional &

Technical Services account (10019170-70220) This is the same account the original \$28,000 contract was paid out of. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on pages 275.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[DOES 2B Resolution](#)

[DOES 2C Change Order](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH BAILEY EDWARD DESIGN, INC., FOR ARCHITECTURAL SERVICES FOR THE ECONOMIC & COMMUNITY DEVELOPMENT REMODELING PROJECT, IN THE AMOUNT NOT TO EXCEED \$8,000

WHEREAS, the City of Bloomington previously authorized a contract with Bailey Edward Design, Inc., for professional architectural and engineering services to evaluate office layout and design improvements for the Economic & Community Development Department Remodeling project using RFQ #2019-34, in an amount not to exceed \$28,000; and

WHEREAS, additional services from Bailey Edward are required to complete the project; and

WHEREAS, unforeseen delays outside of the City's control have led to a delayed completion of the Economic & Community Development remodeling project; and

WHEREAS, the additional Architectural cost estimates have been agreed upon by Bailey Edward and the City of Bloomington; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law; and

WHEREAS, the change order is germane to the original quote/purchase as signed and authorized by law.

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

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

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Bailey Edward Design, Inc.
Wacker Drive
Suite 800
Chicago, IL 60601-2308

Dear Russ,

We appreciate your time last week to review the time spent to date by BE on construction administration for the 2nd Floor Buildout at the Government Center. As we discussed, AFE has exceeded the original time allocated for this project as well as inundate both the Owner and the Design Team with an excessive number of RFI's. Our initial proposal for CA services to you were based on limited effort due to the City's involvement in the day-to-day process of the project. The fee proposed for CA services was \$6750, which was based on a construction duration of 6 months. We have obviously surpassed 6 months, and it is uncertain when the project will be complete.

We explained that our effort has well exceeded our CA fee (we have expended \$23,442.00 to date). We acknowledge that some of the expense can be attributed to new administrative staff, learning AFE CA software, which is not yours to bear. You also noted that some of the change orders on this project have been considered by the City to be an error/omission, and that BE should have addressed; specifically the change order to patch fireproofing to the existing deck (\$2989) and the change order for phase 1 duct changes (\$675). While we did perform predesign site investigation, it is not possible for us to capture every existing condition in an interstitial space with obstructions, and therefore take exception. However, we want to continue our relationship with the City of Bloomington and as an act of good faith, we offer the following for your consideration:

- \$8000 for additional CA efforts.
- This represents a unit price of \$1350/month for the remainder of the project until substantial completion (this reflects the average monthly effort we have been expending excluding shop drawing review)

Thank you for your consideration.

Todd Higginbotham, AIA, LEED AP
SR ASSOCIATE | SR PROJECT MANAGER (HE/HIM)
217.866.1582 | thigginbotham@baileyedward.com
1103 South Mattis Ave, Champaign, IL, 61821-4829

bailey edward





CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Approving the Content of and Release 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.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Open Meetings Act ("OMA") requires Executive Session (aka closed session) minutes to be reviewed semi-annually, every six months, to determine whether a need for confidentiality exists or whether they can be released.

Council met in Executive Session on May 28, 2024, to review and make determinations for confidentiality regarding historical Executive Session minutes as required by OMA. The recommendation on which minutes should be released and which minutes should be kept confidential is outlined in the proposed Resolution.

In addition, three sets of Executive Session minutes are included in the proposed Resolution for content-based approval only.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 4B Resolution](#)

RESOLUTION NO. 2024 – ____

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

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

WHEREAS, the Illinois Open Meetings Act (“the Act”), Section 2.06(d), requires public bodies to review closed session minutes semi-annually, every six months, to determine whether or not a need for confidentiality of closed session minutes exists; and

WHEREAS, the Act requires the City to “report” its decision on what closed session minutes it is keeping confidential; and

WHEREAS, Section 2.06(c) of the Act requires that all closed session meetings be audio or video recorded, as well as allows the destruction of those recordings after 18 months if meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction; and

WHEREAS, the City Council conducted a review of its closed session meeting minutes while in closed session on May 28, 2024; and

WHEREAS, the City Council finds that the best interests of the City are served by outlining its review of the closed session meeting minutes as set forth in Exhibit A and allowing the destruction of audio of closed sessions that are over 18 months old.

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

SECTION 1. The above-stated recitals are incorporated herein by reference.

SECTION 2. The City Council hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth in Exhibit A.

SECTION 3. The City Council hereby approves the destruction of any and all closed session audio/video made prior to December 10, 2023, except where the law requires otherwise.

SECTION 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 5. All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 10th day of June 2024.

APPROVED this _____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A CLOSED MEETING MINUTES

The content of the following closed session meeting minutes shall be approved by City Council:

Meeting Minutes Date	Statutory Subject
November 13, 2023	Review of Minutes - Section 2(c)(21) of 5 ILCS 120
March 11, 2024	Personnel - Section 2(c)(1) of 5 ILCS 120
April 8, 2024	Personnel - Section 2(c)(1) of 5 ILCS 120

The following, or a part of the following, closed session meeting minutes shall be released as set forth below in relation to the subjects identified:

Meeting Minutes Date	Subject to be Released
Monday, June 12, 1995	Collective Bargaining - Section 2(c)(2) of 5 ILCS 120
Monday, June 12, 1995	Pending Litigation - Section 2(c)(11) of 5 ILCS 120
Monday, December 11, 1995	Claim Settlement - Section 2(c)(12)
Monday, May 12, 1997	Pending Litigation - Section 2(c)(11) of 5 ILCS 120
Monday, October 13, 1997	Collective Bargaining - Section 2(c)(2) of 5 ILCS 120
Monday, July 27, 1998	Collective Bargaining - Section 2(c)(2) of 5 ILCS 120
Monday, January 11, 1999	Personnel - Section 2(c)(1) of 5 ILCS 120
Monday, May 10, 1999	Collective Bargaining - Section 2(c)(2) of 5 ILCS 120
Monday, June 14, 1999	Collective Bargaining - Section 2(c)(2) of 5 ILCS 120
Monday, October 25, 1999	Purchase of real estate - Section 2(c)(5) of 5 ILCS 120
Monday, June 11, 2001	Purchase of real estate - Section 2(c)(5) of 5 ILCS 120

Unless otherwise approved for release, all other closed session minutes of the City Council are to remain confidential.



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Application from Times Past 2.0, LLC, d/b/a Times Past Inn, located at 1216 Towanda Ave., Requesting Approval of a Change in Ownership and Creation 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 License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Times Past 2.0, LLC (Applicant), located at 1216 Towanda Ave., is requesting Approval of a Change in Ownership and the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

The Ownership structure is as follows:

Current Ownership: Keldon, Inc., 100% (Jeffrey Patterson, 100%)

Proposed Ownership: Times Past 2.0, LLC, 100% (Matthew J Streenz, 50%, and Michelle E. Streenz, 50%)

On May 14, 2024, the Liquor Commission positively recommended the Class RAS License to Council.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on May 5, 2024, in *The Pantagraph*. 33 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad

range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Murville Guzman, Licensing & Project Specialist

ATTACHMENTS:

[CLK 5B Application](#)

[CLK 5C Draft Minutes](#)

05/23/2024**City Clerk Requirement Verification Memo**

To: City Council Review

Re: TIMES PAST 2.0, LLC d/b/a TIMES PAST INN

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter Outlining Change in Ownership, Signed by Both Parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
 - Term: June 17, 2024 - June 16, 2028
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL/McLean County
- Entity is in Good Standing with the State of IL

Current Ownership

- 100% Jeffrey Patterson

Proposed Ownership

- 50% Matthew J. Streenz
- 50% Michelle E. Streenz

Items Due Before License Issuance

- Certificate of Liability Insurance
- Bond
- BASSET Certified Employee List

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Times Past 2.0
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Times Past Inn
Legal Entity Address <i>(including City, State, and Zip)</i>	
Legal Entity Phone Number	
Legal Entity Email Address	mattstreenz@icloud.com
Establishment Address including Zip	1216 Towanda Ave Bloomington, IL 61701
Establishment Phone Number	309-828-8312
Establishment Email Address	mattstreenz@icloud.com
*Email Address for <u>ALL</u> City Communications:	mattstreenz@icloud.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Matthew Streenz	Downs	IL	61736
Phone Number	Email Address		
	mattstreenz@icloud.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Matthew Streenz	Downs	IL	61736
Phone Number	Email Address		
	mattstreenz@icloud.com		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
 5A. ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Restaurant establishment wanting to serve alcohol to guests
- If approved, how would the liquor license benefit the City and its residents? _____
To be able to offer guests a full dining experience.
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Food, beverage, and gaming. Food is 7 times the gaming revenue.
- If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	Closed	Closed
Tuesday:	7am	6pm
Wednesday:	7am	6pm
Thursday:	7am	6pm
Friday:	7am	6pm
Saturday:	7am	6pm
Sunday:	8am	6pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial area within Towanda Plaza
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
Most would be 8am - 5pm
 - Is the area predominately residential, are they single or multi-family homes?
No
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Large parking lot in the middle of Towanda Plaza. Towanda Ave has two lanes for traffic in both directions with a stop light for the entrance.
- How much additional traffic is expected to be generated with a liquor license? _____
We should be able to generate 10% - 20% more traffic
- Describe any and all on- and off-street parking: _____
All off street parking in parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? Cheeks is in the

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Matthew J Streenz

President

Name (Please Print)

Title

4/1/2024

Date

Key: 5145a77d2db37250b07556969445473

Signature



MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, MAY 14, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 PM, May 14, 2024. Commissioner Meister called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Mboka Mwilambwe	Commissioner	Absent

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No Public Comment was received.

Consent Agenda

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

Commissioner Meister approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the April 9, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5.A. Public Hearing and Action on an Application from Times Past 2.0, LLC, d/b/a Times Past Inn, located at 1216 Towanda Ave., Requesting the Approval of a Change in Ownership and the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:01 p.m.

Matt Streenz, President of Times Past 2.0 LLC, after being sworn, addressed the Commission. Mr. Streenz notified the Commission that he had been doing business in the community for 20 years. He noted that Times Past Inn was a staple in the community for almost four decades.

Commissioner Meister asked if there would be any changes to the operation of the business. Mr. Streenz answered no.

Commissioner Meister asked if the hours of operation would remain the same. Mr. Streenz said he would like to eventually bring back dinner, but the hours and staff would remain the same.

George Boyle, Asst. Corporation Counsel, asked if the applicant purchased stock in Keldon, Inc. or if only physical assets were acquired. Mr. Streenz explained it was a physical asset purchase. Mr. Boyle stated that the Item was a creation of a license and not a change in ownership, based on the City of Bloomington's Ordinance. Mr. Boyle asked Mr. Streenz about his connection to the establishment. Mr. Streenz explained that he was familiar with the current owner, Jeffrey Patterson, but he had never worked at the establishment. Mr. Boyle asked if there would be any major changes to operations or staff. Mr. Streenz answered no.

Commissioner Meister asked Mr. Boyle to confirm that this Item was a creation of a license. Mr. Boyle stated that based on the City's definition of a change in ownership, the Item would not qualify.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:06 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from MIA Global Ventures, LLC, d/b/a Fusion Crunch, located at 616 N. Main St., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license.

Commissioner Meister opened the Public Hearing at 4:07 p.m.

Jeremy Cruthis, Senior Management of MIA Global LLC, after being sworn, addressed the Commission. Mr. Cruthis noted that an application for alcohol was made because, in reviews of the establishment, guests requested alcohol to be an option with their meal.

Commissioner Meister asked what the current hours of operation were. Mr. Cruthis answered that the establishment was open every day from 11 a.m. to 9 p.m. Mr. Cruthis said in their application they requested a closing time of 1 a.m., but they usually close between 9 p.m. and 10 p.m.

Commissioner Meister asked about capacity. Mr. Cruthis stated they have seating for 36 people.

Commissioner Meister asked if any employees serving liquor would be BASSET certified. Mr. Cruthis said there are a total of 6 employees and 4 of them were BASSET certified. He noted that 2 of them were part-time employees.

Commissioner Meister asked if Mr. Cruthis had a liquor license before or had experience serving alcohol. Mr. Cruthis noted that his organization runs the Hotel Chateau and Conference. He explained that he was familiar with the liquor license process.



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from MIA Global Ventures, LLC, d/b/a Fusion Crunch, located at 616 N. Main St., Requesting Approval of the Creation 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 License be approved with the condition that alcohol sales cease at 1 a.m. on Fridays and Saturdays.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: MIA Global Ventures, LLC (Applicant) is requesting the creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license. The premises will be located at 616 N. Main St.

On May 14, 2024, the Liquor Commission positively recommended the Class RAS License to Council with the condition that alcohol sales would cease at 1 a.m. on Fridays and Saturdays.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on May 5, 2024, in *The Pantagraph*. 95 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Murville Guzman, Licensing & Project Specialist

ATTACHMENTS:

[CLK 6B Application](#)

[CLK 6C Minutes](#)

05/23/2024**City Clerk Requirement Verification Memo**

To: City Council Review

Re: MIA GLOBAL VENTURES, LLC d/b/a FUSION CRUNCH

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Email Modifying Requested License Type from PBS to RAS
- Computer Generated Site/Floor Plan
- Bond
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

Current Ownership

- 60% Adidev Ventures, LLC
 ^ 100% Owned by Nalin Gupta
- 20% Amit K. Arora

Items Due Before License Issuance

- Health Dept. Inspection
- BASSET Certified Employee List

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	MIA Global Ventures, LLC.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Fusion Crunch
Legal Entity Address <i>(including City, State, and Zip)</i>	616 N. Main Street Bloomington, IL. 61701
Legal Entity Phone Number	309-807-5262
Legal Entity Email Address	miaglobal2@gmail.com
Establishment Address including Zip	616 N. Main Street Bloomington, IL. 61701
Establishment Phone Number	309-807-5262
Establishment Email Address	miaglobal2@gmail.com
*Email Address for <u>ALL</u> City Communications:	miaglobal2@gmail.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Jeremy Cruthis	Normal	IL	61761
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Amit Arora	Bloomington	IL	61701
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
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S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
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RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
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TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
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TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:
 - ☒ Yes ☐ No Are 21 years of age or older.
 - ☒ Yes ☐ No Are citizens of the United States.
 - ☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
 - ☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
 - ☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 - 2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 - 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PBS- RAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
To Improve the overall guest experience and to increase sales and tax revenues.
- If approved, how would the liquor license benefit the City and its residents? _____
100%. Increased tax revenues and overall guest experience.
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Food Sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	10 am	12 am
Tuesday:	10 am	12 am
Wednesday:	10 am	12 am
Thursday:	10 am	12 am
Friday:	10 am	2 am
Saturday:	10 am	2 am
Sunday:	10am	2 am 1 AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
Main commercial hub. 8 am to 2 am
 - Is the area predominately residential, are they single or multi-family homes?
commercial
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
We are located on Main street in Bloomington
- How much additional traffic is expected to be generated with a liquor license? _____
Minimal
- Describe any and all on- and off-street parking: _____
Public parking in the front of location
- How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~1~~---

8 ESTABLISHMENTS

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: Main officers also hold the liquor license for the Adidev Hospitality Management LLC DBA Chateau Hotel and Conference Center. License #15132
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☒ Yes ☐ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Jeremy P. Cruthis

General Manager

Name (Please Print)

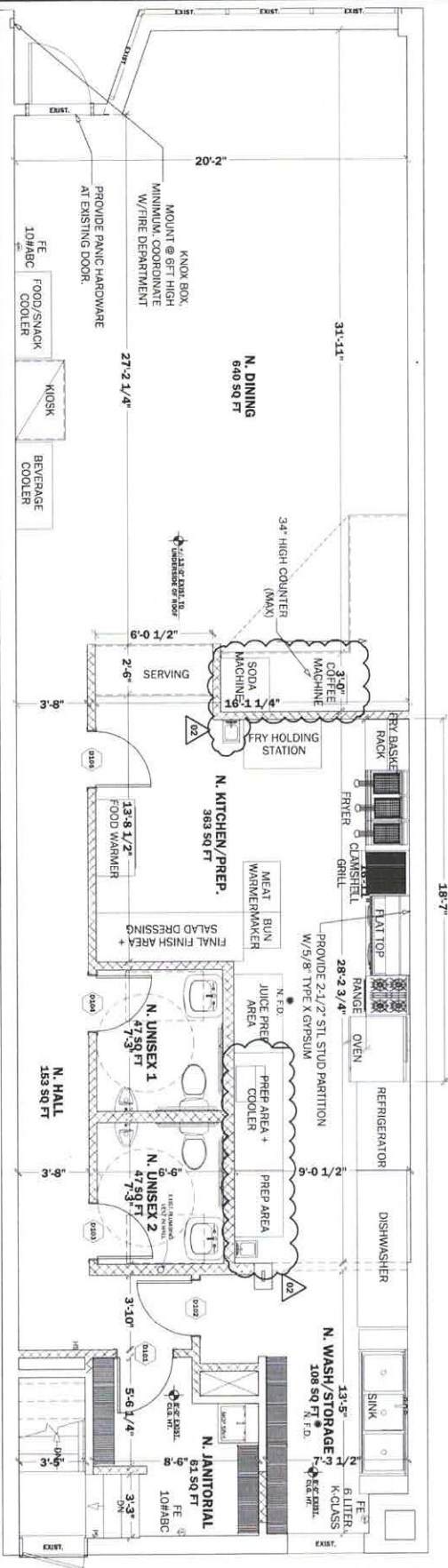
Title

3/7/2024

Date

Key: 5145a77d2cb37259b67556969445473
Signature

[illegible][illegible][illegible][illegible]

[illegible]

	PRINT DATE:	10/26/21
	DATE:	10/26/21
FIRST FLOOR ARCH PLANS	NO.	2
	AP-1	7

PATLOWACK ARCHITECTURE
SAMUEL PATLOWACK, T. 430.892.0807
PATLOWACK@PATLOWACKARCHITECT.COM
569 E. OAKWOOD BLVD., CHICAGO, IL 60605
DESIGN FIRM REGISTRATION # 184-00079

PHOTO COURTESY OF MIA GLOBAL VENTURES LLC

**INTERIOR REMODEL OF COMMERCIAL SPACE
FOR NEW QUICK-SERVICE RESTAURANT**

**MIA GLOBAL
VENTURES LLC**

PHOTO: JAMES
STANLEY

[illegible]

01	04/05/21
02	08/28/21
TAG #	TITLE
G-1 1	GENERAL NOTES & LEGENDS
A-1 2	FIRST FLOOR ARCH PLANS
A-2 3	PRESENT ARCH PLANS
A-3 4	PRESENT MECH PLANS
M-2 5	BASEMENT MEP PLANS
P-1 6	PLUMBING DIAGRAMS
P-1 7	KITCHEN EQUIPMENT PLANS

	PRINT DATE	
	8/28/21	10:41:57
FIRST FLOOR ARCH PLANS	NO.	DATE
	Ap-1	2
	REVISED	BY
	2	7

Commissioner Meister asked if there would be any changes to the operation of the business. Mr. Streenz answered no.

Commissioner Meister asked if the hours of operation would remain the same. Mr. Streenz said he would like to eventually bring back dinner, but the hours and staff would remain the same.

George Boyle, Asst. Corporation Counsel, asked if the applicant purchased stock in Keldon, Inc. or if only physical assets were acquired. Mr. Streenz explained it was a physical asset purchase. Mr. Boyle stated that the Item was a creation of a license and not a change in ownership, based on the City of Bloomington's Ordinance. Mr. Boyle asked Mr. Streenz about his connection to the establishment. Mr. Streenz explained that he was familiar with the current owner, Jeffrey Patterson, but he had never worked at the establishment. Mr. Boyle asked if there would be any major changes to operations or staff. Mr. Streenz answered no.

Commissioner Meister asked Mr. Boyle to confirm that this Item was a creation of a license. Mr. Boyle stated that based on the City's definition of a change in ownership, the Item would not qualify.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:06 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from MIA Global Ventures, LLC, d/b/a Fusion Crunch, located at 616 N. Main St., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license.

Commissioner Meister opened the Public Hearing at 4:07 p.m.

Jeremy Cruthis, Senior Management of MIA Global LLC, after being sworn, addressed the Commission. Mr. Cruthis noted that an application for alcohol was made because, in reviews of the establishment, guests requested alcohol to be an option with their meal.

Commissioner Meister asked what the current hours of operation were. Mr. Cruthis answered that the establishment was open every day from 11 a.m. to 9 p.m. Mr. Cruthis said in their application they requested a closing time of 1 a.m., but they usually close between 9 p.m. and 10 p.m.

Commissioner Meister asked about capacity. Mr. Cruthis stated they have seating for 36 people.

Commissioner Meister asked if any employees serving liquor would be BASSET certified. Mr. Cruthis said there are a total of 6 employees and 4 of them were BASSET certified. He noted that 2 of them were part-time employees.

Commissioner Meister asked if Mr. Cruthis had a liquor license before or had experience serving alcohol. Mr. Cruthis noted that his organization runs the Hotel Chateau and Conference. He explained that he was familiar with the liquor license process.

Mr. Boyle asked how long the establishment had been open. Mr. Cruthis said they opened in April 2023. Mr. Boyle clarified that the application was for all types of alcohol. Mr. Cruthis confirmed.

Paul Williams, Asst. Police Chief, explained the Police Department had concerns about alcohol sales ceasing at 2 a.m. on Friday and Saturday despite the establishment being closed at 9 p.m. or 10 p.m. Mr. Williams expressed worry about additional alcohol activity in that area of downtown. He requested that the establishment stop serving alcohol at midnight or 1 a.m. to alleviate activity that might cause the need for additional police interaction.

Commissioner Meister confirmed with Mr. Cruthis that currently the establishment closed at 9 p.m. or 10 p.m. and that they were not serving alcohol until 2 a.m. Mr. Cruthis explained that they hoped to have late-night service for their food menu, which is why they asked for extended hours until 1 a.m. or 2 a.m. Mr. Cruthis noted that the restaurant was small, and they did not intend to open a nightclub on the premises.

Mr. Boyle explained that in order to address the Police Department's concerns about the late-night sale of alcohol downtown, the license could have a condition stating a fixed time for selling alcohol and that after a certain time frame, the applicant could request a modification of the license to extend the closing time for selling alcohol.

Commissioner Meister confirmed the closing time would change from 2 a.m. to 1 a.m. on Friday and Saturday. Mr. Cruthis agreed. Mr. Williams confirmed that on Monday, Tuesday, Wednesday, and Thursday that the closing time will be midnight, and on Friday and Saturday the closing time will be 1 a.m. Mr. Cruthis agreed to that and said in the future if they wanted to stay open later for late-night food service they would re-address that issue.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Meister closed the Public Hearing closed at 4:13 p.m.

Commissioner Meister positively recommended the Item to Council with the condition that alcohol sales would cease at 1 a.m. on Fridays and Saturdays.

New Business

Mr. Boyle announced the resolution of a complaint related to a Police Department bi-monthly compliance check in March 2024. A failure was reported for Mac Convenience Stores d/b/a Circle K, located at 2412 S. Main St., regarding underage sale to a minor. He reported that the business settled by paying a fine of \$600 to the City of Bloomington and noted there no be no further action on the complaint.

Adjournment

Commissioner Meister adjourned the meeting.

The Meeting Adjourned at 4:16 p.m.

CITY OF BLOOMINGTON

Lindsey Meister, Commissioner

Amanda Stutsman, Deputy City Clerk



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: June 10, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$5,425,000 for both the General Fund, to Transfer to the Capital Improvement Fund, and the Capital Improvement Fund where the Purchase will be Executed; and (2) An Ordinance Approving a Real Estate Transaction and Agreement for the Purchase of Owens Nursery for the Relocation of the City's Public Works Campus, in the Amount of \$5,425,000, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: Although the need for a new Public Works campus has been evident for some time, a practical location was not identified. That said, the need to find a new location was heightened again recently when the location of the current campus was identified as the best location for a water detention basin to address flooding and provide storm water management. Accordingly, City staff have been working diligently over the last year to identify suitable property for the new campus.

At \$5.4 million, the site is able to meet all of the current and future needs at a price that is \$66 million to \$78 million less than was estimated in today's dollars although the City will have to make some other improvements not included in this price. Due to the size of the property and to create additional efficiencies, the City will also explore utilizing the property to meet the additional operational needs of other departments.

In December 2023, Owens Nursery, located south of the City, closed its doors. The Nursery is located on approximately 34 acres, and has several different warehouses/shed buildings, totaling approximately 110,776 square feet of storage space, with approximately 20,000 square feet of office space. The property is strategically located on the edge of the City but near Veterans Parkway for quick access throughout the community. Accordingly, the site was identified as serving the City's operational needs for Public Works both effectively and efficiently. In addition, the site includes a number of existing buildings that can be used for storage and operations, reducing the need for new construction and providing for immediate operational capabilities. Although some work will need to be done to the property, utilizing the existing structures will result in significant cost savings compared to building new facilities from scratch.

In 2019, the City had BKV Group complete a study to determine needs related to Public Works, including the identification of potential new sites for a new campus. The study found that "the Public Works facilities are too small, spread across a number of buildings and sites, in poor physical condition, not fully-compliant with modern building codes, organized in a way that does not provide efficient workflows, and not supportive of the latest approaches to safety and long-term health of the employees." To be in compliance with national standards and best practices for the next 20 years, BKV determined the facility should encompass a minimum of 20 acres with office/shop space totaling between 60,000 and 160,000 square feet. To best plan beyond the 20-year threshold, BKV recommended finding a site of 25 to 30 acres in size. A variety of cost options were projected, ranging at the low end of \$68,008,000 and at the high end of \$80,940,000. It should be noted these were in 2019 dollars and the report noted a delay of 5 years would likely result in additional costs of \$13,000,000.

The City plans to make phased improvements to the property, including the eventual construction of a new Fleet facility. The City's current fleet facility lacks sufficient space to accommodate several of our vehicles, forcing mechanics to perform maintenance and repairs in the parking lot, exposing them to extreme weather conditions (e.g., hot summer and bitter winter temperatures). Additionally, the current Fleet facility does not include the necessary infrastructure such as pits for underneath vehicle work, locker rooms, or proper storage for parts. As the addition of a Fleet facility is likely to exceed \$10,000,000, this will be budgeted for and completed in a future fiscal year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Real Estate Transaction and Agreement for the Purchase of Owens Nursery for the Relocation of the City's Public Works Campus for \$5,425,000. This will be executed from the Capital Improvement Fund-Land account (40100100-72510). Please see Ordinance Exhibit A for specifics on all accounts adjusted for the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:

[ADMIN 2B Ordinance - Budget](#)

[ADMIN 2C Ordinance - Budget Exhibit A](#)

[ADMIN 2D Ordinance - Purchase Contract](#)

[ADMIN 2E Purchase Contract](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2025, IN THE AMOUNT OF \$5,425,000 FOR BOTH THE GENERAL FUND, TO TRANSFER TO THE CAPITAL IMPROVEMENT FUND, AND THE CAPITAL IMPROVEMENT FUND WHERE THE PURCHASE WILL BE EXECUTED

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2025 Budget, utilizing the General Fund Balance in the amount of \$5,425,000 to transfer to the Capital Improvement Fund for a Real Estate Transaction and Agreement for the Purchase of Owens Nursery, as requested by the Administration and Finance Departments.

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

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

SECTION 2. Ordinance Number 2024-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2025) is hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance Number 2024-024 shall remain in full force and effect.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (5,425,000.00)
10019180-89410	General	General Fund Transfer-To Capital Improvement Fund	\$ 5,425,000.00
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (5,425,000.00)
40100100-72510	Capital Improvement	Capital Improvement-Land	\$ 5,425,000.00
Net Transaction:			\$ -

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING A REAL ESTATE TRANSACTION AND AGREEMENT FOR THE PURCHASE OF OWENS NURSERY FOR THE RELOCATION OF THE CITY'S PUBLIC WORKS CAMPUS, IN THE AMOUNT OF \$5,425,000

WHEREAS, the City of Bloomington, Illinois (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, OnProp, LLC, an Illinois Limited Liability Company ("Seller") is the owner in fee simple of 34.42 acres of real property commonly referred to as Owen's Nursery and located at 1706 Morrissey Dr, Bloomington, Illinois (the "Property"), legally described in Exhibit A to the Real Estate Purchase Agreement (the "Agreement") attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the City intends to purchase the Property to develop and use as its Public Works Campus for the purpose of housing its PW operations, storage and maintenance of City-owned vehicles and equipment, and for other purposes necessary and vital to the operations of the City; and

WHEREAS, the City and Seller (the "Parties") have agreed to the City's provisional offer to purchase the Property at a price of \$5,425,000 subject to the approval of this Ordinance and the Parties' execution of the Agreement in the same or substantially similar form as attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Council finds that the purchase of the Property is in the City's best interests for the protection of the public health, safety, and welfare.

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 approves the purchase of the Property at a price of \$5,425,000, and further approves the Agreement in the same or substantially similar form as found in Exhibit A.

SECTION 3. The Council hereby directs and empowers the City Manager to make such additional decisions, agreements, and/or execute such other documents as necessary to perform and fulfill the City's duties and obligations as identified in the Agreement and to effectuate the purchase.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 10th day of June 2024.

APPROVED this ____ day of June 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement" or "Contract") is entered into this _____ day of June 2024, by and between OnProp, LLC, an Illinois Limited Liability Company, ("Seller") and the City of Bloomington, Illinois, a Municipal Corporation ("Purchaser").

RECITALS

WHEREAS, Seller owns approximately 34.42 acres of real property and improvements located at 1706 Morrissey Drive, Bloomington IL 61704 and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. This improved real property, together with any and all timber, water, and/or minerals located thereon and thereunder, and any and all rights appurtenant thereto, including but not limited to easements, timber rights, water rights, grazing rights, access rights, and mineral rights, shall be referred to in this Agreement as the "Premises";

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Premises on the terms and conditions contained in this Agreement;

WHEREAS, for and in consideration of the mutual conditions and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Premises; and

WHEREAS, the parties hereto acknowledge that Purchaser may expend material sums of money in reliance on Seller's obligations under this Agreement in connection with the negotiation and execution of this Agreement, the furnishing of the Earnest Money, the conducting of the due diligence and inspections contemplated herein, and the preparation for the Closing and that Purchaser would not have entered into this Agreement without the availability of the Inspection Period. The parties therefore agree that adequate consideration exists to support Seller's obligations hereunder, even before expiration of the Inspection Period.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

TERMS AND CONDITIONS

1. **Conveyance:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller 34.42 acres of land located at 1706 Morrissey Dr, Bloomington, Mclean County, Illinois, which real estate is improved with multiple buildings and improvements, all being located on a parcel of property more particularly described legally in **Exhibit "A"** attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto, all buildings and improvements now located thereon, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter, with the land, collectively called "**Premises**").

2. **Purchase Price:** The "**Purchase Price**" is Five Million Four Hundred Twenty-Five Thousand dollars (\$5,425,000.00). The purchase price, plus or minus closing prorations, shall be due and payable in cash upon Closing.

3. **Deed and Other Documents:** Seller shall convey marketable and insurable title to the Premises by a Special Warranty Deed (the "Deed"), at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances, and restrictions

approved by Purchaser in writing and those Permitted Exceptions as defined herein. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) an affidavit or other form of assurance that the Premises is not subject to any leases, licenses, or other claims by any third party to a right to occupy or possess some or all of the Premises; (iii) assignments in proper form of all maintenance and service contracts, insurance policies, assignable roof warranties and other such assignable warranties pertaining to the building or Premises (if any) and other such items affecting the Premises which Purchaser is willing to accept (if any); (iv) a Closing Statement; and (v) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements and title company undertakings). Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for the issuance of the title insurance policy provided for below.

At Closing, Purchaser shall furnish Seller with or cause the same to be deposited in escrow: (i) the balance of the Purchase Price; (ii) a Closing Statement; and (ii) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statement).

4. **Earnest Money:** Total earnest money hereunder shall be Fifty Thousand Dollars (\$50,000) and shall be deposited into escrow with the Chicago Title Company ("**Title Company**") within five (5) business days after execution of the Contract, which amount shall be applied to the Purchase Price and shall be fully refundable through the end of the Due Diligence Period, and paid either in cash or in the form of an irrevocable standby letter of credit issued by an institution reasonably acceptable to Seller and in form and content satisfactory to Seller (the "**earnest money**"). All cash earnest money paid by Purchaser shall be credited toward the purchase price at Closing. The earnest money shall be held by the title insurer/escrow agent pursuant to a customary form of strict joint order escrow and a cash portion thereof may be invested in an interest-bearing federally insured bank account or money market account or other investment acceptable to the parties, with all interest earned thereon for the benefit of Purchaser. Purchaser shall deposit the balance of the purchase price in escrow established with Chicago Title Insurance Company as escrow agent upon Closing. If Purchaser defaults hereunder and fails to cure said default within fifteen (15) days after receipt of written notice thereof from Seller, then, upon demand of Seller, said earnest money, whether in form of cash or letter of credit, shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become null and void. Further, if such earnest money is in form of a letter of credit upon such default and expiration of cure period Seller shall be permitted to draw on such letter of credit without further notice. If this Contract is terminated for any reason other than Purchaser's default, the earnest money, whether in form of cash or letter of credit, shall immediately be returned to the Purchaser.

5. **Title Insurance:** Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment (the "**Title Commitment**") on the Premises for a 1992 ALTA owners title insurance policy, or a comparable form, from **Chicago Title Insurance Company**, or from such other title insurer to which Purchaser agrees in writing, (the "**title insurer**" or "**escrow agent**") in the amount of Purchase Price, covering the date of this Contract. Purchaser may arrange for and procure as part of such required title insurance coverage, at Purchaser's expense, a 3.1 zoning endorsement (with parking) and/or access endorsement and/or such other endorsements as may be reasonably so requested. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as aforesaid, subject only to Permitted Exceptions.

If Purchaser shall disapprove of any matter (each a "**Title Defect**") disclosed by the Title Commitment as determined in Purchaser's sole discretion, such disapproval shall be set forth in a written notice given to Seller not later than fifteen (15) days after Purchaser's receipt of the Title Commitment. Seller shall have ten (10) days after receipt of such written notice to cure such Title Defects (the "**Seller Title Cure Period**") either by the removal of such Title Defects or, if

applicable, by the procurement of title insurance endorsements providing coverage against loss or damage as a result of such Title Defects, in the form generally in use by the Title Company and approved by Purchaser in its sole and absolute discretion. If Seller elects not to cure or cannot cure such Title Defects within the Seller Title Cure Period to Purchaser's satisfaction, Purchaser may, at its sole election, terminate this Agreement upon written notice to Seller within fifteen (15) days after the expiration of the Seller Title Cure Period and obtain a return of the Earnest Money as Purchaser's sole remedy. If Purchaser fails to timely deliver such notice of termination, Purchaser shall be deemed to have agreed to accept the Title Commitment subject to any such Title Defects and all matters disclosed by the Title Commitment shall be "Permitted Title Exceptions"; provided, however, that notwithstanding the foregoing, Seller shall satisfy and remove of record at or prior to Closing all liens or encumbrances of a definite or ascertainable amount.

6. **Survey:** Purchaser shall, at Purchaser's expense, obtain a current certified land title survey drawn in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, bearing a legal description, made by a licensed surveyor (**the "Survey"**). Purchaser shall deliver Seller a copy of the Survey within five (5) days of Purchaser's receipt of the Survey..

If Purchaser shall disapprove of any matter (each a "Survey Defect") disclosed by the Survey as determined in Purchaser's sole discretion, such disapproval shall be set forth in a written notice given to Seller not later than fifteen (15) days after Purchaser's receipt of the Survey from the land surveyor but in no event later than ten (10) days prior to expiration of the Due Diligence Period. Seller shall have ten (10) days after receipt of such written notice to cure such Survey Defects (the "Seller Survey Cure Period"). If Seller elects not to cure or cannot cure such Survey Defects within the Seller Survey Cure Period to Purchaser's satisfaction, Purchaser may, at its sole election, terminate this Agreement upon written notice to Seller within fifteen (15) days after the expiration of the Seller Survey Cure Period and obtain a return of the Earnest Money as Purchaser's sole remedy. If Purchaser fails to timely deliver such notice of termination, Purchaser shall be deemed to have agreed to accept the Survey subject to any such Survey Defects and all matters disclosed by the Survey shall be "Permitted Survey Exceptions". Permitted Title Exceptions and Permitted Survey Exceptions shall collectively be referred to as "**Permitted Exceptions**".

7. **Purchaser's Contingencies:** The parties agree that this purchase and sale is subject to the following additional general conditions precedent:

- A. Purchaser's Due Diligence and Review of Economic and Feasibility Conditions: Within five (5) days after the date of Seller's acceptance of this Contract, Seller shall make all of the following available to Purchaser for inspection and/or reproduction (to the extent the same exist and are reasonably available to Seller) and upon receipt Purchaser shall sign a statement acknowledging receipt of same:
- (i) Most recent Real Estate Tax Bills and assessment information for the Premises;
 - (ii) Copy of most recent survey for the Premises;
 - (iii) Copies of all soil tests, environmental reports, studies, tests or reports in Seller's possession or reasonably available to Seller, if any, for the Premises;
 - (iv) The Premises for physical inspection by Purchaser and/or its representatives or contractors subject to the conditions set forth below.

- (v) Copies of all existing leases, rent rolls, operating statements, service and maintenance contracts, property management agreements and all other documents pertaining to the title, lease, operation and maintenance of the Premises (including copies of any pending claims or suits).

Purchaser will have Sixty (60) days after the effective date of the Contract, (the "Due Diligence Period") to perform all due diligence activities and to obtain all governmental, quasi-governmental and third party final approvals needed to develop the intended improvements and permit the operation of the business on the Premises for the intended use. The Due Diligence Period may be extended for one (1) additional sixty (60) day period by written notice to Seller at least five (5) days prior to the end of the initial Due Diligence Period. Purchaser shall deposit with the Title Company an additional \$10,000 within one (1) business day after exercising its extension option. The additional earnest money shall be applicable to the Purchase Price and shall be refundable to Purchaser through the end of the Due Diligence Period, as extended. If for any reason Purchaser is not satisfied with the Premises and so notifies Seller in writing before the end of the Due Diligence Period, the Earnest Money shall be returned to Purchaser and the Contract shall terminate.

- B. Access. Seller shall give Purchaser access to Premises, after reasonable advance notice to Seller, and during reasonable business hours, to make such inspection and, if Seller requests, such inspection may be accompanied by a representative of Seller. Such inspection shall be conducted by Purchaser in a manner so as not to disturb the quiet enjoyment of the tenants, if any, or be disruptive to the operation of the Premises. Purchaser shall repair and restore the Premises following such inspection or testing as set forth below to the extent of any damage caused by such inspection or testing to the same condition that existed prior thereto unless the inspection uncovers a condition that makes repair/restoration impossible or impractical without remediation. Purchaser shall fully indemnify, defend, and hold Seller and its directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorney's fees) incurred by Seller as a result of any such inspection, except that Purchaser shall not be obligated for any remediation or other expenses required or incurred due to an existing condition discovered through an inspection or investigation performed on behalf of Purchaser. Purchaser's repair, restoration, and indemnification obligations shall survive the Closing or termination of this Contract. Additionally, Purchaser and any contractors or agents employed by Purchaser to conduct physical tests or inspections of the Premises shall maintain reasonably satisfactory workmen's compensation insurance and commercial general liability coverage and Purchaser shall, upon Seller's request, furnish Seller with evidence of the same and Purchaser's failure to furnish the same shall effectively revoke Purchaser's access to the Premises.
- C. Purchaser's Testing: Purchaser may at its own expense during the Due Diligence Period have performed on its behalf testing including but not limited to soil borings, drillings, percolation, water, environmental, other soil tests, and invasive sampling of building materials as necessary and relevant to complete a Phase I and/or Phase II environmental site assessment(s) and/or to determine the physical characteristics and soil conditions of the substrata of the Premises. Such soil conditions include, but are not limited to, underground tanks, foundations and toxic or hazardous waste materials, the presence of any of which may be deemed to present such obstacle, hindrance, or hazard. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Premises at reasonable times to perform said soil tests and examinations subject to and upon the same provisions as are set forth in Paragraph 7A above. If such testing reveals the presence of any obstacle, hindrance, or hazard to Purchaser's plans for use, occupancy, construction and/or development, Seller

shall have no obligation under this Agreement to remediate or remedy any condition identified by such testing. Notwithstanding the foregoing, Purchaser and Purchaser's representatives shall not conduct such borings, drillings, or other invasive testing in connection with the investigation of the Premises without providing in advance the locations of such borings, drillings, or invasive testing, and only upon the written consent of the Seller which consent shall not be unreasonably withheld or delayed.

- D. If, after undertaking such testing described above, Purchaser, in its sole and absolute discretion and for any reason, determines that it shall not proceed with the acquisition of the Premises, Purchaser may notify Seller by written notice to Seller given not later than the expiration of the Due Diligence Period of Purchaser's inability to satisfy itself with respect to the Premises and its election to declare this Agreement terminated. In such event, Purchaser shall be entitled to a refund of its Earnest Money, together with any interest or earnings thereon, if any.
- E. In the event that Purchaser does not notify Seller that Purchaser has elected to declare this Agreement terminated in the manner and within the time period set forth in this Section, this Agreement shall remain in full force and effect, except that Purchaser's option to satisfy itself as to the above matters or to declare this Agreement terminated shall be of no force and effect.
- F. Purchaser's satisfaction of itself of the matters set forth in this Section shall be done for Purchaser's own account and not as a representative or agent of Seller.
- G. Purchaser's Financing: Purchaser will not be seeking third-party financing to fund the purchase.
- H. Satisfaction/Completion of Contingencies. In the event the foregoing conditions of the Contract have not been satisfied or complied with within the time period expressly set forth hereinabove for satisfaction of each such condition, or in the event that the soil tests, surveys, permits and/or other approvals do not meet with Purchaser's approval or disclose matters which would make the Premises unsuitable for the purposes stated herein, anything contained herein to the contrary notwithstanding, Purchaser may upon written notice to Seller at any time within the aforementioned applicable periods of time for satisfaction of such conditions, terminate this Contract, and the earnest money and documents deposited in escrow and all documents delivered to Purchaser by Seller under Section 7(A) shall be returned to the party depositing same. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible, and neither party shall have the right to terminate this Contract unless they have so performed.

8. **Inspection:** Following the date of this Contract through Closing, Purchaser or its agents shall have the right as set forth in Section 7(B) and at reasonable times to make or cause to be made any inspections of physical nature of the Premises deemed necessary or convenient to Purchaser. Seller agrees to cooperate with Purchaser in allowing Purchaser to make the foregoing inspections. All such inspections shall be subject to Purchaser's indemnity provisions at Paragraph 7 above.

9. **Seller's Warranties and Representations:** Seller hereby covenants, warrants and represents to Purchaser that:

- A. There are no actions or proceedings pending (or to Seller's best knowledge threatened) against Seller or any part of the Premises which, if determined adversely to Seller, would have an adverse effect on Seller, Purchaser or the Premises. Notwithstanding the foregoing, Seller is wholly owned by The Richard B Owen Marital Trust which trust is the subject of the claims of a contingent beneficiary against the trustees under Appellate Court Case No.: 4-24-0725, *Alsman v Colledge, et al.* Seller warrants that it has the legal authority to sell the Premises and shall hold Purchaser harmless from all claims against the title to the Premises or any part thereof and all claims against the proceeds of this sale, including but not limited to any claims of the contingent beneficiary arising out of or related in any way to the pending appeal.
- B. There is neither any pending (or to seller's best knowledge threatened) any condemnation, eminent domain, or similar proceeding(s) affecting the Premises, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or action contemplated or threatened by any governmental authority.
- C. To the best of Seller's knowledge, Seller has complied with and the Premises are in compliance with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises and the use thereof.
- D. Seller has and will have at the Closing, full and complete fee simple record title to the Premises, subject only to Permitted Exceptions.
- E. Seller represents and warrants that neither Seller, nor any of Seller's agents have entered into any contract to sell the Premises or any portion thereof or any interest therein (other than to the Purchaser).
- F. To the best of Seller's knowledge, there are no Hazardous Materials or toxic contaminants or substances located in, on, under or about the Premises, or in any buildings or structures currently located on the Premises, which are or could be or could become detrimental to the Premises or otherwise to human health or the environment generally or which are or could become a violation of any applicable laws or regulations. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9610 *et seq.*, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, related to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.
- G. Seller has received no notice of any other assessment or tax against the Premises other than such general real estate taxes.
- H. All representations, warranties and covenants made by Seller in this Agreement shall be deemed to be remade as of the Closing and all except for subparagraph F. of this section shall survive the Closing for a period of six (6) months unless otherwise limited herein. Seller agrees to save, defend, indemnify, and hold Purchaser harmless from any cost, expenses (including reasonable attorney's fees), suits, liens, damages and/or liabilities sustained by Purchaser due to Seller's breach of any of the foregoing.

10. **Possession:** Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Exceptions, and that there are and will be no bona-fide tenants in possession pursuant to valid and existing leases or other legal claims to possession or occupancy.

11. **Escrow/Closing:** Closing and settlement shall take place at the office of the Title Company, or at a place mutually agreed to by the parties, no later than ten (10) days after the expiration of the Due Diligence Period or such other date hereafter mutually agreed in writing. This sale shall be closed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the aforementioned Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract, or such other escrow agreement as the parties hereto may have agreed or consent to. Prior to closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed, a copy of the most recent tax bill, and a copy of all other closing documents and items described in Paragraph 3 hereof. All current real estate taxes are to be prorated as of the date of Closing, and if the amount of such taxes is not then ascertainable, the prorating shall be based on the amount of the most recent ascertainable taxes and shall be final. Any rents, tenant security deposits, assigned insurance policy premiums and other such items shall also be equitably prorated upon closing. All state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of any municipal transfer and conveyance taxes and/or documentary stamps shall be borne by the party charged with responsibility for the same by applicable municipal ordinance, provided, however, if the ordinance is silent as to a responsible party, then the same shall be an expense of the Purchaser. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums shall be paid for by Seller, except, however, title and escrow costs and premiums related to Purchaser's mortgage loan financing or added requested endorsements shall be an expense of Purchaser.

12. **Date of Contract/Time of the Essence/Cure of Defaults:** The effective date of this Contract shall be the later of the dates following Seller's and Purchaser's signatures hereto. Time is of the essence of this contract. If any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party demanding that this Contract be performed within fifteen (15) days from the date of said notice. In the event said demand is not complied with, the demanding party may, at its option, declare this Contract terminated and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, that except as otherwise expressly provided herein in the event Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy, except Seller may in addition pursue Purchaser for Purchaser's repair, restoration, and indemnification obligations which expressly survive such termination.

13. **Notices:** All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder shall be in writing and shall be served on the parties at the addresses set forth below or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto. Any such notice shall be either (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by electronic mail, in which case notice shall be deemed delivered upon receipt with confirmation transmission of such electronic mail notice, (c) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered upon actual delivery (or attempted delivery which is refused) or, (d) sent by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express), in which case notice shall be deemed delivered one (1) business day after deposit with such courier. Notices given by counsel to the Purchaser shall be deemed given by Purchaser, notices given by counsel to the Seller shall be deemed given by Seller,

and notices given to a party's counsel shall be deemed given to the party.

If to Purchaser: City of Bloomington
c/o City Manager
115 E. Washington St., Room 402
Bloomington, Illinois 61701
Email:

with copies to: City of Bloomington
c/o Christopher J. Spanos,
Corporation Counsel
115 E. Washington St., Room 402
Bloomington, Illinois 61701
Email: cspanos@cityblm.org

If to Seller: OnProp, LLC
c/o Brent R. Alsman
8 Timberlake Rd
Bloomington, IL 61704
Email: Brent@BrentAlsman.com

with a copy to: Momkus LLP
c/o Jason A. Doran
1001 Warrenville Road, Suite 500
Lisle, Illinois 60523
Email: jdoran@momkus.com

14. **Miscellaneous Covenants:** This Contract shall be governed by and construed in accordance with the law of the State of Illinois. Venue for any disputes hereunder or enforcement hereof shall be in the Illinois Circuit Court having its situs in the County in which the Premises are situated. All of the covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive Closing as set forth herein.. If any term, covenant, or condition of this Contract is unlawful or unenforceable, it shall be severed from this Contract and given no effect and the remaining terms and conditions of this contract shall continue to be operative, binding and effective. This Contract contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties hereto.

15. **Risk of Loss:** It is agreed that this contract is governed by the provisions of the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).

16. **Assignment:** This Contract shall bind and benefit the parties hereto and their respective heirs, successors, and assigns. Purchaser shall not assign this Contract or Purchaser's rights hereunder without Seller's prior written consent, provided, however, Purchaser shall be permitted to designate and identify to Seller (by written notice at least five (5) business days prior to Closing) an affiliated entity of Purchaser or Purchaser's owner who will be the nominee and assignee of Purchaser hereunder and the designated grantee in the Deed.

17. **Reserved.**

18. **Broker's Commission:** Each party warrants and represents to the other that except for Vieweg Real Estate, neither party has retained a broker in connection with this sale and purchase of the Premises, and Seller agrees to be solely responsible for payment of all commissions on the sale at an agreed to commission of 5%. Seller shall pay all commissions or fees due and owing to Vieweg Real Estate under this Agreement, and Seller hereby agrees to indemnify, defend, and hold harmless the Purchaser against all claims for broker's fees or similar commissions from any broker or finder against Seller other than those identified in this Paragraph 18.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, which taken together shall constitute one instrument. To facilitate execution of this Agreement, the parties may execute and exchange via electronic mail (in .PDF format) and any .PDF of any party's signature shall be deemed to be an original signature for all purposes.

20. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret this Agreement or the Escrow Agent's escrow agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation including, without limitation, reasonable attorneys' fees. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this Section shall survive any termination of this Agreement and the Closing.

21. **Premises Conveyed "As Is".** Purchaser hereby acknowledges that, except for the representations, warranties and covenants expressly set forth in Section 9, Purchaser has not relied upon, and will not rely upon, either directly or indirectly, any information, representation or warranty of Seller and further acknowledges that no such representations or warranties have been made. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Premises. Purchaser acknowledges that during the Due Diligence Period it will examine, review and inspect, all matters that in Purchaser's judgment bear upon the Premises and its value and suitability for Purchaser's purposes. Purchaser shall rely solely on its own independent investigation and inspection of the Premises and shall conduct such inspections and investigations of the Premises as Purchaser deems necessary. Upon Closing, except for any representations and warranties of Seller expressly set forth in Section 9, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Premises "as is, where is", with all faults, subject to any representations and warranties made by Seller under Section 9 of this Agreement. Purchaser further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Premises by Seller. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. Purchaser acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Premises. Purchaser has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof.

EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES OF SELLER UNDER SECTION 9 OF THIS AGREEMENT, PURCHASER HEREBY RELEASES SELLER AND ITS MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, EMPLOYEES AND MANAGERS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER THE SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PREMISES WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PREMISES. THE RELEASE SET FORTH IN THIS SECTION

SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES IS LOCATED OR ANY POLITICAL SUBDIVISION THEREOF AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF PURCHASER'S SELECTION AND PURCHASER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH PURCHASER'S COUNSEL. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY SELLER CLOSING DOCUMENT.

22. **Captions.** The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

23. **Waiver of Jury.** SELLER AND PURCHASER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO, THIS CONTRACT.

24. **Drafting.** Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

25. **Confidential.** Purchaser acknowledges and agrees that any and all of the information, which is delivered to Purchaser by, or at the direction of Seller, or any of its agents or affiliates or prepared by, or for Purchaser, or otherwise derived in connection with Purchaser's inspection of the Premises, or activities at the Premises, is proprietary and confidential in nature (the "**Diligence Confidential Information**") and will be delivered to and/or commissioned by Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Premises, in connection with any investors of Purchaser providing funds for this transaction, and in connection with any financing to be obtained by Purchaser. Purchaser further acknowledges and agrees that the terms and conditions of this Agreement are, proprietary and confidential in nature (the "**Contract Confidential Information**" and, together with the Diligence Confidential Information, the "**Confidential Information**"). Except as set forth herein, Purchaser agrees not to disclose the contents of the Confidential Information to any party outside of Purchaser's organization provided Purchaser may share any of the Confidential Information with Purchaser's consultants, attorneys, accountants, appraisers, vendors, contractors and agents without Seller's consent. The Confidential Information shall exclude any documents and information that is in the public domain or of public record. Purchaser's obligations under this Section shall be subject to Purchaser's obligation to make disclosures required by law, including the Illinois Freedom of Information Act, or under court order, provided that Purchaser shall notify Seller prior to making any such disclosures. Seller acknowledges and agrees to release Purchaser from any claim under this section if the information is released pursuant to a ruling of any circuit court or the Public Access Counselor for the Illinois Attorney General. In the event of such ruling, Seller may at seller's sole expense, appeal the ruling to the fullest extent available before disclosure is made. In permitting Purchaser to review the Confidential Information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created by Seller and any such claims are expressly rejected by Seller and waived by Purchaser, for whom, by its execution of this Agreement, Purchaser is acting as an agent with regard to such waiver. Purchaser shall return to Seller all originals of the Confidential Information on the first to occur of (i) such time as Purchaser determines that it shall not purchase the Premises, or (ii) such time as this Agreement is

terminated for any reason. The provisions of this Section shall not survive the Closing but shall survive any termination of this Agreement.

26. **No Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

27. **Computation of Time.** In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

28. **Partial Invalidity.** In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be omitted from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:

ONPROP, LLC

By: The Richard B Owen Marital Trust
Manager

Brent Alsman

Brent Alsman, Co- Trustee

Don Wettstein Co-Trustee

Donald L. Wettstein, Co-Trustee

Date: June 6, 2024

PURCHASER:

CITY OF BLOOMINGTON, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____, 2024

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Northeast 1/4 of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as: Beginning at a point on the E line of the NE 1/4 of said Sec 15, said point being 886.4 ft S of the stone which marks the NE corner of said Sec 15. From said Point of Beginning thence S 880.1 ft along the E line of said NE 1/4; thence W 1612.40 ft along a line which forms an angle to the left of 88 degrees 10 minutes with the last described course to the E right of way of S.B.I. Route 39 (marked U.S. Route 150); thence NW 271.4 ft along said E right of way line which forms an angle to the left of 108 degrees 04 minutes with the last described course; thence N 181.1 ft along said E right of way which forms an angle to the left of 162 degrees 12 minutes with the last described course thence NW 100 ft along said E right of way line which forms an angle to the left of 196 degrees 54 minutes with the last described course; thence NW 370.94 ft along said E right of way line which forms an angle to the left of 182 degrees 11 minutes 30 seconds with the last described course; thence E 1821.60 ft along a line which forms an angle to the left of 70 degrees 28 minutes 30 seconds with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

Permanent Index Number(s):

21-15-226-017

A part of the NE ¼ of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of said Section 15; thence S.03°-55' - 37"E. 1766.54 feet on the east line of the NE ¼ of said Section 15 to the Point of Beginning on the north line of Hamilton Road recorded as Document No. 91-16634 in the McLean County Recorder of Deeds Office; thence S88°-32' - 37"W. 143.35 feet on said right of way line; thence S.87°-53' - 15"W. 431.88 feet on said right of way line; thence southwesterly on said right of way line 223.60 feet on a tangential curve concave to the northwest having a central angle of 01° - 42' - 43", a radius of 7482.93 feet and a chord of 223.59 feet bearing S.88° - 44' - 36"W from the last described course; thence N.87° - 53' - 09"E. 798.73 feet to the Point of Beginning containing 0.05 acres, more or less, with assumed bearings given for description purposes only.

Permanent Index Number(s):

21-15-277-001

SIGNATURE CERTIFICATE



REFERENCE NUMBER

014ED807-08CC-4D07-A600-D5E7CFBC0D0D

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 014ED807-08CC-4D07-A600-D5E7CFBC0D0D Transaction Type Signature Request Sent At 06/06/2024 11:59 EDT Executed At 06/06/2024 14:36 EDT Identity Method email Distribution Method email Signed Checksum 78ac2a7bcfcc7fec5cbd38e3214c78dc3c42a03ccdca4d1b71f2f7d2264ccc1f Signer Sequencing Disabled Document Passcode Disabled	Document Name Purchase Agreement - 1706 Morrissey Drive - Final 003 Filename Purchase_Agreement_-_1706_Morrissey_Drive_-_Final_003_.pdf Pages 12 pages Content Type application/pdf File Size 740 KB Original Checksum 148e00078652befb30dc138852f9e62f9f71e94ac75f050aacc1285c203947a1

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Donald L. Wettstein Email don.dlwplanning@gmail.com Components 1	Status signed Multi-factor Digital Fingerprint Checksum 2945cf590f421139b3af68f4edd186914d7d2ceb6cedafbde798468777b3d86f IP Address 98.215.36.255 Device Microsoft Edge via Windows Typed Signature  Signature Reference ID 001757DE	Viewed At 06/06/2024 14:34 EDT Identity Authenticated At 06/06/2024 14:36 EDT Signed At 06/06/2024 14:36 EDT
Name Brent Alsman Email brent@brentalsman.com Components 1	Status signed Multi-factor Digital Fingerprint Checksum ff0f6aefed25514fa1f15d1dcf04c5f47c30dbb86c3f6b91cbb493efd3c0f302 IP Address 98.222.64.71 Device Microsoft Edge via Windows Typed Signature  Signature Reference ID 97D9C872	Viewed At 06/06/2024 13:18 EDT Identity Authenticated At 06/06/2024 13:20 EDT Signed At 06/06/2024 13:20 EDT

AUDITS

TIMESTAMP	AUDIT
06/06/2024 11:59 EDT	Lisa Holub (lholub@momkus.com) created document 'Purchase_Agreement_-_1706_Morrissey_Drive_-_Final_003_.pdf' on Firefox via Windows from 52.45.54.47.
06/06/2024 11:59 EDT	Donald L. Wettstein (don.dlwplanning@gmail.com) was emailed a link to sign.
06/06/2024 11:59 EDT	Brent Alsman (brent@brentalsman.com) was emailed a link to sign.
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