

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 24, 2025



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 - Micheal Mosley
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

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 24, 2025, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Elexis Swartzentruber, Officer Taylor White, and Officer Whitney Bozarth Upon Completion of Their Probationary Period, as requested by the Police Department. (*Recommended Motion: None; Presentation only.*) (*Presentation by Jamal Simington, Police Chief.*)
 - B. Recognition of Board & Commission Appointment, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
7. Consent Agenda

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

 - A. Consideration and Action to Approve the Minutes of the January 27, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,450,003.08, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Appointments be approved.*)

- D. Consideration and Action on a Resolution Approving the First Amendment for the FY 2025 Utility Maintenance Project (Bid #2024-44) Agreement with George Gildner, Inc., Increasing the Total Amount of the Bid by \$193,275.06, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- E. Consideration and Action on a Resolution Approving an Intergovernmental Agreement (IGA) with the Bloomington and Normal Water Reclamation District (BNWRD) for Wastewater Treatment, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- F. Consideration and Action on a Resolution Approving the Purchase of Radios for the Fire Department, from Motorola Solutions, in the Amount of \$135,536.37, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a Unit Price Agreement with Calgon Carbon Corporation, for Premium Powdered Activated Carbon (Bid #202522), and Authorizing Purchase(S) under the Agreement Not to Exceed \$62,500.00, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving a Unit Price Agreement with Carus LLC, for Sodium Hexametaphosphate (Bid #202522), and Authorizing Purchase(s) under the Agreement not to Exceed \$47,500.00, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving a Unit Price Agreement with Pencoco, Inc., for Hydrofluosilicic Acid (Bid #2025-22), and Granting Authority for Purchase in Fiscal Years 2026, 2027, and 2028, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action on a Resolution Approving a Unit Price Agreement with Linde, Inc. for Carbon Dioxide (Bid #202522), and Authorizing Purchase(S) Under the Agreement Not to Exceed \$215,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on a Resolution Approving an Agreement with G.A. Rich & Sons, Inc., for the PJ Keller Highway Watermain Replacement (Bid #2025-28), in the Amount of \$494,960, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- L. Consideration and Action on a Resolution Approving an Agreement with Automatic Fire Sprinkler, for the Installation of a Fire Sprinkler System at the Creativity Center, Located on 107 E. Chestnut St. (Bid #2025-29), in the Amount of \$84,225, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)
- M. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-25, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Wylie Drive and Maple Hill Road Intersection Improvements, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

- N. Consideration and Action on an Ordinance Approving the First Amendment for the FY 2025 Sewer Rehabilitation (Bid #2025-07) Agreement with Hoerr Construction, Inc., in the Amount of \$226,700.40, as requested by the Engineering Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and Action on an Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

8. Regular Agenda

- A. Consideration and Action on an Ordinance Waiving the Formal Bidding Requirements and Approving an Agreement with Front and Center Property, LLC for the Purchase of a Downtown Parking Complex in the Amount of \$3,929,189.14, and Approving an Agreement Regarding the Donation of Certain Real Property, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*
- B. Presentation and Discussion of the Infrastructure Projects Dashboard, as requested by the Engineering Department and the Administration Department. *(Recommended Motion: None; Presentation and discussion only.) (Presentation by Jim Karch, Interim Director of Engineering, 10 minutes; and City Council Discussion, 10 minutes.)*
- C. Consideration and Action to Approve a Resolution to Enter into a Joint Funding Agreement for Federally Funded Construction of Hamilton Road, from Bunn Street to Commerce Parkway, in the Amount of \$16,531,082, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jim Karch, Interim Engineering Director, 10 minutes; and City Council Discussion, 5 minutes.)*
- D. Presentation and Discussion of the Fiscal Year 2026 Budget Capital Projects, as requested by the Finance Department. *(Recommended Motion: None; Presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 30 Minutes; and City Council Discussion, 20 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Elexis Swartzentruber, Officer Taylor White, and Officer Whitney Bozarth Upon Completion of Their Probationary Period, as requested by the Police Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Elexis Swartzentruber, Officer Taylor White, and Officer Whitney Bozarth.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Darcy Hoffman, Office Associate

ATTACHMENTS:

[PD 1B Certificate - Whitney Bozarth](#)

[PD 1C Certificate - Elexis Swartzentruber](#)

[PD 1D Certificate - Taylor White](#)

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Whitney E. Bozarth

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the first of May, two thousand and twenty three.
As Evidence thereof, we set our hand and seal*

Mboka Mwilambwe
Mboka Mwilambwe
Mayor

Jeffrey R. Jurgens
Jeffrey R. Jurgens
City Manager



Jamal A. Simington
Jamal A. Simington
Chief

Leslie Vocum
Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Elexis M. Swartzentruber

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the first of May, two thousand and twenty three.
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe
Aboka Mwilambwe
Mayor

Jeffrey R. Jurgens
Jeffrey R. Jurgens
City Manager



Jamal A. Sinington
Jamal A. Sinington
Chief

Leslie Vocum
Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Taylor D. White

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the twenty-eighth of August, two thousand and twenty three.
As Evidence thereof, we set our hand and seal*

Abaka Mwilambwe
Abaka Mwilambwe
Mayor



Jamal A. Simington
Jamal A. Simington
Chief

Jeffrey R. Jurgens
Jeffrey R. Jurgens
City Manager

Leslie Harum
Leslie Harum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointment, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of Mayor's approval from the February 11, 2025, Liquor Commission meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Recognition of Appointment](#)



Appointment

Liquor Commission:
• **Sreenivas Poondru**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the January 27, 2025, 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 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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JANUARY 27, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe 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	Present
Jenna Kearns	Council Member, Ward 1	Present
<i>Vacant</i>	Council Member, Ward 2	<i>Vacant</i>
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	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

Recognition/Appointments

No Recognitions or Appointments were made.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Phil Reynolds provided in-person public comment. No emailed public comment was received.

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.

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

Item 8.A. Consideration and Action to Approve the Minutes of the December 9, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$12,431,897.31, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on a Resolution Approving a Purchase from Widmer Interiors, for the Bloomington Police Department's Criminal Investigations Division Remodel and Associated Furnishings, in the Amount of \$185,060.72, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 014

A RESOLUTION APPROVING A PURCHASE FROM WIDMER INTERIORS, FOR THE BLOOMINGTON POLICE DEPARTMENT'S CRIMINAL INVESTIGATIONS DIVISION REMODEL AND ASSOCIATED FURNISHINGS, IN THE AMOUNT OF \$185,060.72

Item 8.D. Consideration and Action on a Resolution Authorizing a Change Order with Stryker Medical, for the Upgrade of Defibrillators for the Fire Department through the ALS360 Asset Management Program, in the Amount of \$20,940, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 015

A RESOLUTION AUTHORIZING A CHANGE ORDER WITH STRYKER MEDICAL, FOR THE UPGRADE OF DEFIBRILLATORS FOR THE FIRE DEPARTMENT THROUGH THE ALS360 ASSET MANAGEMENT PROGRAM, IN THE AMOUNT OF \$20,940

Item 8.E. Consideration and Action on a Resolution Approving a Contract with Confluence, for the Miller Park Master Plan (RFQ # 2025-17), in the Amount of \$66,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 016

ON A RESOLUTION APPROVING A CONTRACT WITH CONFLUENCE, FOR THE MILLER PARK MASTER PLAN (RFQ # 2025-17), IN THE AMOUNT OF \$66,000

Item 8.F. Consideration and Action on a Resolution Approving an Agreement with Dewberry Engineers Inc., for a Fire Department Architectural Facility Needs Assessment, in an Amount Not to Exceed \$69,720, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 017

A RESOLUTION APPROVING AN AGREEMENT WITH DEWBERRY ENGINEERS INC., FOR A FIRE DEPARTMENT ARCHITECTURAL FACILITY NEEDS ASSESSMENT, IN AN AMOUNT NOT TO EXCEED \$69,720

Item 8.G. Consideration and Action on a Resolution Approving an Amended Intergovernmental Agreement (IGA) with the County of McLean, and the Municipalities of Normal, Chenoa, Lexington, Towanda, and McLean, for the Route 66 Bikeway Development and Maintenance, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 018

A RESOLUTION APPROVING AN AMENDED INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE COUNTY OF MCLEAN, AND THE MUNICIPALITIES OF NORMAL, CHENOA, LEXINGTON, TOWANDA, AND MCLEAN, FOR THE ROUTE 66 BIKEWAY DEVELOPMENT AND MAINTENANCE

Item 8.H. Consideration and Action on an Ordinance Approving the Settlement Agreement with CMN-RUS, Inc. (Metronet) and Terminating the Non-Exclusive Cable Television Franchise Agreement Entered Into on April 25, 2016, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 011

**AN ORDINANCE APPROVING THE SETTLEMENT AGREEMENT WITH CMN-RUS, INC.
(METRONET) AND TERMINATING THE NON-EXCLUSIVE CABLE TELEVISION
FRANCHISE AGREEMENT ENTERED INTO ON APRIL 25, 2016**

Item 8.I. Consideration and Action on a Resolution Authorizing the City Manager to Approve Energy Supply Contracts, as requested by the Public Works Department and the Administration Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE ENERGY SUPPLY
CONTRACTS**

Item 8.J. Consideration and Action on a Resolution Approving the Acceptance of the Dedication of Public Right of Way at 2440 West Washington Street (PIN: 20-01-300-004), as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 020

**A RESOLUTION APPROVING THE ACCEPTANCE OF THE DEDICATION OF PUBLIC
RIGHT OF WAY AT 2440 WEST WASHINGTON STREET (PIN: 20-01-300-004)**

Item 8.K. Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Resubdivision of Lots 1 and 2 of Kalamaya Subdivision Second Addition (PIN: 14-31-477-006), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 008

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT OF THE RESUBDIVISION
OF LOTS 1 AND 2 OF KALAMAYA SUBDIVISION SECOND ADDITION
(PIN: 14-31-477-006)**

Item 8.L. Consideration and Action on an Ordinance Annexing Property Generally Located Southeast of the Intersection of Ireland Grove Road and Abraham Road, Containing 240 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the A (Agriculture) District, PINs: 22-18-100-007 and 22-18-300-004, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 009

**AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED SOUTHEAST OF THE
INTERSECTION OF IRELAND GROVE ROAD AND ABRAHAM ROAD, CONTAINING 240
ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID
PROPERTY TO THE A (AGRICULTURE) DISTRICT, PINS: 22-18-100-007 AND
22-18-300-004**

Item 8.M. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 6 Regarding Approval of Secondary Premises Liquor Licenses, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 010

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 6
REGARDING APPROVAL OF SECONDARY PREMISES LIQUOR LICENSES**

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

No Items were considered.

Finance Director's Report

Scott Rathbun, Finance Director, provided a detailed financial overview, highlighting significant decreases in revenue projections for Fiscal Year (FY) 25 and FY26 compared to the original budget, primarily driven by reductions in tax revenues. He also noted efforts to find efficiencies and make budget cuts in FY26 to address the revenue shortfalls.

City Manager's Discussion

City Manager Jeff Jurgens recognized Sergeant John Fermon, Bloomington Police Department, for graduating from the Naval Postgraduate School's Emergency Program. He noted the Program as difficult w/an innovative approach to public safety and homeland security.

Mayor's Discussion

Mayor Mwilambwe expressed condolences for the loss of Serena Fish, Public Safety Community Relations Board member and a frequent public commenter at Council meetings. He then discussed interviewing Ward 2 Council vacancy applicants, and shared potential candidates were provided to Council. He hoped to bring a recommendation February 10, 2025.

Council Member's Discussion

No discussion was had.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:24 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,450,003.08, 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 \$9,450,003.08 (Payroll total \$3,421,789.55, Accounts Payable total \$5,588,853.63, and Bank Transfers total \$439,359.90).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/7/2025	\$ 2,702,207.84	\$ 637,041.58	\$ 3,339,249.42

Off Cycle Adjustments	\$ 82,540.13	\$ -	\$ 82,540.13
PAYROLL TOTAL		\$	3,421,789.55

ACCOUNTS PAYABLE (WIRES)

PCARDS

Date	Bank	Total	
2/24/2025	AP General	\$ 5,068,867.93	
2/24/2025	AP JMScott	\$ -	
2/24/2025	AP Comm Devel	\$ 41,784.21	
2/24/2025	AP IHDA	\$ -	
2/24/2025	AP Library	\$ 47,408.89	
2/24/2025	AP MFT	\$ 72,313.90	
2/06/2025-2/13/2025	Out of Cycle AP	\$ 358,478.70	
1/10/2025-2/18/2025	AP Bank Transfers	\$ 439,359.90	
AP TOTAL		\$ 6,028,213.53	
PCARD TOTAL			\$0.00

GRAND TOTAL	\$ 9,450,003.08
-------------	-----------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments 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 of:

Citizens' Beautification Committee: Jackie Young's appointment is effective immediately, with an expiration date of 04-30-28.

Library Board of Trustees: Alok Hoonka's appointment is effective immediately, with an expiration date of 04-30-27.

Public Safety and Community Relations Board: Yvett Hernandez's appointment is effective immediately, with an expiration date of 04-30-26.

Welcoming America: Kyle Kapper's appointment is effective immediately, with an expiration date of 04-30-28.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Boards and Commissions Rosters](#)

CITIZENS' BEAUTIFICATION COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Co-Chair	Daniel	Freburg	4/30/2025	5/23/2022	2018	true
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023	true
Active	Citizens Beautification	Commissioner	Michaela	Kent	10/23/2026	10/23/2023	2023	true
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2027	5/13/2024	2021	true
Active	Citizens Beautification	Chair	Gina	Lavazza	4/30/2027	5/13/2024	2022	true
Active	Citizens Beautification	Commissioner	Izola	Tyus	4/30/2027	2/26/2024	2024	true
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						

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	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2025	6/10/2024	2024	true
Active	Library Board of Trustees	Trustee	Craig	McCormick	4/30/2025	6/24/2024	2024	true
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Ashlee	Sang	4/30/2026	10/28/2024	2024	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true
Vacant	Library Board of Trustees				4/30/2027			

PUBLIC SAFETY & COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Public Safety & Community Relations Board	Youth Member						
Vacant	Public Safety & Community Relations Board	Youth Member						
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017	true
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	Tylian	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2027	10/14/2024	2017	true

WELCOMING AMERICAN COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Welcoming America Commission	Commissioner			4/30/2026			
Active	Welcoming America Commission	Commissioner	Adinda	Akmal	4/30/2027	1/24/2024	2024	true
Active	Welcoming America Commission	Commissioner	Surinder	Sethi	4/30/2027	1/24/2024	2024	true
Vacant	Welcoming America Commission	Commissioner			4/30/2027			
Vacant	Welcoming America Commission	Commissioner						
Vacant	Welcoming America Commission	Commissioner						
Vacant	Welcoming America Commission	Commissioner						



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the First Amendment for the FY 2025 Utility Maintenance Project (Bid #2024-44) Agreement with George Gildner, Inc., Increasing the Total Amount of the Bid by \$193,275.06, as requested by the Engineering Department.

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 2c. Functional, well maintained sewer collection system
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will amend the FY 2025 Utility Maintenance Project Agreement to include an additional \$193,275.06 to pay for additional unplanned sewer work related to the program mainly driven by Illinois Department of Transportation ("IDOT"). On May 13, 2024, Council approved a construction agreement with George Gildner, Inc. for the FY 2025 Utility Maintenance Project Agreement, in the amount of \$2,685,200 which was lower than the FY25 Budget for this work of \$3,033,465.63.

Following the approval of the agreement, the IDOT announced its plans to bid the reconstruction work of Business 51 in early 2025. The City is responsible for maintaining the sewers underneath Business 51 and multiple sewers need to be repaired before the reconstruction of Business 51. There are also several mainline sewer junctions without manholes along Business 51. It is extremely difficult for Public Works to properly maintain these sewers without manhole access at these junctions.

The extra work required exceeds the amount that was bid and included in the original agreement. The budgeted amount for FY 2025 Utility Maintenance Project was \$3,033,465.63. This agreement amendment would allocate the additional funds up to the maximum budgeted amount in the stormwater and sanitary sewer fund for this project to the Utility Maintenance Project and allow the City to complete the necessary sewer repairs and add necessary manholes on Business 51 before its reconstruction by IDOT. There are four additional accounts related to the Water Department from the original memo that will remain unchanged from the original agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will amend an agreement with George Gildner,

Inc., for the FY 2025 Utility Maintenance Project (Bid #2024-44), from the amount of \$2,685,200 to \$2,878,475.06. This is a FY 2025 Budgeted Item and the additional increase will be paid out of the following funds: Storm Water-Repair Maintenance/Infrastructure account (53103100-70550) for \$59,806.99, Page-155; Storm Water-Grading & Seeding account (53103100-70580) for \$7,309.75, Page-155; Sanitary Sewer-Maintenance/Infrastructure account (51101100-70550) for \$112,741.30, Page-148; and Sanitary Sewer-Grading & Seeding account (51101100-70580) for \$13,417.02, Page-148. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement." The page number reference for each account is listed after each of the accounts and amounts listed above.

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A - Agreement Amendment](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT FOR THE FY 2025 UTILITY MAINTENANCE PROJECT (BID #2024-44) AGREEMENT WITH GEORGE GILDNER, INC., INCREASING THE TOTAL AMOUNT OF THE BID BY \$193,275.06

WHEREAS, subject to the provisions of the City Code, City staff are recommending an amendment to the agreement with George Gildner, Inc. be approved for the FY 2025 Utility Maintenance Project ("PROJECT"), increasing the total amount approved for the PROJECT by \$193,275.06; and

WHEREAS, Council approved the original agreement with George Gildner for the FY 2025 Utility Maintenance Project on May 13, 2024, in the amount of \$2,685,200; and

WHEREAS, following the approval of the agreement, the Illinois Department of Transportation ("IDOT") announced its plans to bid the reconstruction work of Business 51 in early 2025. The City is responsible for maintaining the sewers underneath Business 51; and

WHEREAS, the PROJECT will consist of the repair of multiple sewers before the reconstruction of Business 51. Additionally, the installation of several manholes along Business 51 mainline sewer junctions to allow Public Works improved access to sewers for maintenance; and

WHEREAS, the City has dedicated \$2,685,200 of budgeted funds for the originally planned work included in the FY 2025 Utility Maintenance Project; and

WHEREAS, George Gildner, Inc. will require additional funds for supplementary work generated by IDOT's upcoming reconstruction of Business 51; and

WHEREAS, it is desired to proceed with additional construction by extending the George Gildner, Inc. agreement through a change order for a total agreement amount of \$2,878,475.06 with the additional \$193,275.06 being added by change order (Exhibit A). The amendment is germane to the original agreement as signed; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR FY 2025 UTILITY MAINTENANCE PROJECT AGREEMENT WITH GEORGE
GILDNER, INC., REGARDING ADDITIONAL WORK**

This First Amendment, made and entered into this ___ day of February 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and GEORGE GILDNER, INC. (hereinafter "GILDNER"), WITNESSETH that:

WHEREAS, on May 15, 2024, an Agreement for the FY 2025 Utility Maintenance Project Agreement ("Agreement") was made between the CITY and GILDNER for utility maintenance and any related repairs in various Bloomington locations; and

WHEREAS, ILLINOIS DEPARTMENT OF TRANSPORTATION has announced plans to bid a full reconstruction of BUSINESS 51 in early 2025; and

WHEREAS, CITY has determined there is need for additional repairs along BUSINESS 51 not originally included in the Agreement that include various utility maintenance, repairs, and changes in quantities and extents of work; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND SIX CENTS (\$193,275.06) to complete additional repairs;

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

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

2. Amendment to Agreement. Exhibit B Payment Terms shall be modified as follows:

Replace total of \$2,685,200.00 with \$2,878,475.06.

3. In all other respects the FY 2025 Utility Maintenance Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the FY 2025 Utility Maintenance Project Agreement this day and year first above written.

CITY OF BLOOMINGTON

GEORGE GILDNER, INC.

By: _____
Its City Manager

By: 
Its Manager/Principal
President

ATTEST:

By: _____
Its City Clerk

ATTEST:

By: Amy B. Gildner
Its Secretary



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement (IGA) with the Bloomington and Normal Water Reclamation District (BNWRD) for Wastewater Treatment, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will move forward with an intergovernmental agreement ("IGA") with the Bloomington and Normal Water Reclamation District ("BNWRD") for wastewater treatment.

During an inspection of BNWRD in 2021, the U.S. Environmental Protection Agency ("EPA") issued a violation because an IGA did not exist between BNWRD and the four entities it serves, which includes the City. The EPA requires this type of agreement to confirm the discharging entity's acknowledgment and compliance intentions and provide jurisdiction for enforcement of BNWRD's Sewer Use and Pretreatment Ordinance within its corporate boundaries.

BNWRD has since coordinated with the City, Town of Normal, Village of Downs, and Bloomington Township Public Water District to enact or modify wastewater treatment agreements, which have been approved by the EPA.

As of February 11, 2025, an amended IGA has been adopted by the Village of Downs and Bloomington Township Public Water District. Approval of this IGA will bring BNWRD and the City into compliance with the Clean Water Act, formalize BNWRD's ability to enforce its Sewer Use and Pretreatment Ordinance within the City, and ensure that BNWRD remains able to treat waste discharged into the publicly owned treatment works (POTW) by the City collection system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington and Normal Water Reclamation District

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:

[ENG 2B Resolution](#)

[ENG 2C Resolution - Exhibit A - IGA](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR
WASTEWATER TREATMENT**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (IGA) between the Bloomington and Normal Water Reclamation District (BNWRD) and the City of Bloomington for the treatment of wastewater (Exhibit A); and

WHEREAS, said IGA brings the City of Bloomington into compliance with the United States Clean Water Act by acknowledging BNWRD's Sewer Use and Pretreatment Ordinance; and

WHEREAS, said IGA formalizes the BNWRD's ability to enforce its Sewer Use and Pretreatment Ordinance within the City of Bloomington; and

WHEREAS, said IGA has been reviewed and approved by the United States Environmental Protection Agency; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT and
CITY OF BLOOMINGTON
WASTEWATER TREATMENT AGREEMENT**

THIS WASTEWATER TREATMENT AGREEMENT (hereinafter referred to as, "Agreement"), is entered by and between the BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, (hereinafter referred to as, "BNWRD"), and the CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation (hereinafter referred to as, "CITY"), both public entities located in the County of McLean, State of Illinois.

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government is authorized by law to perform; and,

WHEREAS, wastewater treatment is a problem which may be approached more effectively and economically on an area-wide basis by joint efforts and resources; and,

WHEREAS, BNWRD is an Illinois unit of local government under, "An Act to create sanitary districts and to provide for powers and duties of such districts," approved June 22, 1917, which Act provided in pertinent part, as follows:

Any district formed hereunder shall have the right to permit territory lying outside its limits whether within any other sanitary district or not to drain into and use any channel or drain made by it, upon such payments, terms and conditions as may be mutually agreed upon.

WHEREAS, CITY is a municipal corporation having all necessary rights and powers to contract with BNWRD for the purposes outlined herein; and,

WHEREAS, CITY has constructed, and operates, a collection system and drains said system into the BNWRD wastewater system; and,

WHEREAS, BNWRD has constructed two wastewater treatment facilities, one located on County Highway 36 in Randolph Township, McLean County, Illinois, and on West Oakland Avenue, in the City of Bloomington, McLean County, Illinois; and,

WHEREAS, BNWRD and CITY desire to work cooperatively and efficiently to provide the wastewater collection, treatment and disposal services; and

WHEREAS, facilities located in the CITY currently contribute wastewater, which includes industrial (non-residential) waste (hereinafter referred to as, "Industrial Users"); and,

WHEREAS, BNWRD must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system, in accordance with 40 CFR Part 403 and 35 IAC Part 310; and

WHEREAS, BNWRD has operated a USEPA (defined below) approved pretreatment program since December 27, 1984, for all users of the defined service area, including CITY; and

WHEREAS, the USEPA is requiring that the Agreement reflect adoption of industrial pretreatment requirements; and,

WHEREAS, BNWRD and CITY agree it is in the best interests of CITY customers to confirm the obligations of all users; and,

WHEREAS, further, BNWRD and CITY agree that it is in the best interests of CITY customers to confirm the obligations of industrial users as to the industrial pretreatment requirements; and,

WHEREAS, a clear and concise understanding of the requirements and responsibilities of BNWRD and CITY is necessary to facilitate cooperation and efficient service.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, BNWRD and CITY agree as follows:

I. GENERAL OBLIGATIONS

A. CITY agrees to operate and maintain the sanitary sewer collection system (hereinafter referred to as the, "City of Bloomington Collection System") subject to, and in compliance with, guidance documents, rules and regulations of the United States Environmental Protection Agency ("USEPA"), the Illinois Environmental Protection Agency ("IEPA") and, to the extent necessary to comply with EPA and IEPA requirements, BNWRD's NDPES Permits, and otherwise necessary to protect BNWRD's sewer and wastewater facilities and treatment system, the Ordinances of BNWRD, so as to minimize clean water, flow obstruction, and illegal discharge to the system while insuring maximum efficiency in the transport capability and cost of such a system.

B. BNWRD shall operate and maintain an interceptor sewer system capable of adequately transporting the wastewater discharged by CITY sanitary sewer collection system, subject to the terms of this Agreement.

C. BNWRD shall operate and maintain an interceptor sewer system capable of adequately transporting the wastewater discharged by the City of Bloomington Collection System, to the treatment facility, subject to the terms of this Agreement.

D. BNWRD shall agree to operate and maintain a treatment facility capable of treating all lawful wastewater received from the City of Bloomington Collection System,

such facility to be in compliance with all applicable USEPA and IEPA effluent discharge requirements and standards, and subject to the terms and conditions of this Agreement.

E. BNWRD may exercise any and all of its powers under the Illinois Sanitary District Act of 1917 (70 ILCS § 2315/1 et seq.), in addition to any other statutory authority it may have within its jurisdiction.

F. CITY may exercise any or all of its powers under the Illinois Municipal Code (65 ILCS § 5/1 et seq.) or any other statutory authority it may have within its jurisdiction.

G. CITY shall develop and maintain a current plat map of its corporate limits and the City of Bloomington Collection System and shall furnish BNWRD with a copy of said map, at least annually, upon the occurrence of, and in the event of, any additions and/or revisions to said map. Said plat map shall reflect all additions and/or revisions. BNWRD shall develop and maintain a current plat map of its annexations to the corporate limits of CITY and shall furnish CITY with a copy of said map reflecting any additions and/or revisions thereto, at least annually if any said annexations have occurred since the last plat map was provided.

H. CITY shall operate and maintain the City of Bloomington Collection System covered by this Agreement, wholly at CITY's cost, subject to all pertinent provisions of the 1917 Sanitary District Act of 1917, Ordinances of BNWRD now in effect or that may be ordained in the future, to the extent necessary to comply with EPA and IEPA requirements, BNWRD's NDPES Permits, and otherwise necessary to protect BNWRD's sewer and wastewater facilities and treatment system, and all pertinent laws, rules and regulations of all governmental agencies or authorities having jurisdiction and oversight thereof. CITY agrees to maintain the City of Bloomington Collection System and any appurtenances thereto, and shall designate employees, staff, and/or officials to be responsible therefor.

I. CITY agrees to convey, and BNWRD agrees to accept, subject to the terms and conditions of this Agreement, all wastewater from within CITY's corporate limits for discharge into BNWRD owned interceptor sewer system; provided that it is a legal discharge, and that the discharger abides by all CITY and BNWRD sewer ordinances.

II. REQUIREMENTS FOR SERVICE. CITY acknowledges that all CITY users served by BNWRD must meet the following requirements:

A. All CITY customers who receive wastewater treatment services from BNWRD, and are contiguous to BNWRD, must petition to annex into BNWRD. An annexation petition must be submitted by such customer to BNWRD Board of Trustees. An annexation fee shall be charged for each petition as defined in policies, procedures and Ordinances of BNWRD.

B. All CITY customers to which BNWRD extends wastewater treatment service shall comply with the BNWRD Ordinance Enacting a General Waste Control Program Regulating the Use of the Public Treatment Works and Public and Private Sewers and Drains in the Bloomington and Normal Water Reclamation District, formally approved by Region 5 of

the United States Environmental Protection Agency on June 25, 2024 (presently, Ordinance No. 2024-15, and any amendments or modifications thereto to the extent necessary to comply with EPA and IEPA requirements, BNWRD's NDPEs Permits, and otherwise necessary to protect BNWRD's sewer and wastewater facilities and treatment system), as well as any other relevant requirements of the USEPA or IEPA.

C. BNWRD may forcibly annex contiguous property, which is served by BNWRD, within CITY, under its rules, regulations and Ordinances.

D. All users of BNWRD Interceptor Sewer System and/or BNWRD Wastewater Treatment Facility, shall be subject to the requirements of BNWRD's then existing Ordinance Establishing the Fees and Charges of BNWRD, as amended from time to time.

E. CITY shall obtain approval from BNWRD engineer for connection of any component of the City of Bloomington Collection System directly to a BNWRD Interceptor Sewer. Applicable connection fee requirements are defined by BNWRD Ordinance No. 2021-4, as amended from time to time.

F. All collection system sewer extensions must be approved by BNWRD engineer as required by the IEPA sewer extension permit policy.

G. BNWRD will routinely accept the physical inspection approval of CITY inspector for individual customer connections to the City of Bloomington Collection System in satisfaction of BNWRD inspection requirements. However, BNWRD shall retain the right to make its own inspection, upon notification to CITY in advance of such inspection.

III. ACCEPTANCE AND ACKNOWLEDGMENT OF THE BNWRD SEWER USE AND PRETREATMENT ORDINANCE AND ADOPTION OF CITY ORDINANCE CONSISTENT THEREWITH.

A. CITY hereby acknowledges the BNWRD Ordinance Enacting A General Waste Control Program Regulating the Use of the Public Treatment Works and Public and Private Sewers and Drains in the Bloomington and Normal Water Reclamation District (hereinafter, the "SUPO"), which subjects Industrial Users within the CITY to necessary and appropriate pretreatment controls and CITY acknowledges that the BNWRD is authorized to implement and enforce the SUPO within CITY. CITY shall adopt an ordinance(s) consistent with, BNWRD SUPO within ninety (90) days of the effective date of this Agreement. If the CITY fails to adopt a sewer use ordinance consistent with the SUPO, or any future modification to the BNWRD's SUPO, within the timeline provided in this Agreement, or if there is a lapse in the CITY sewer use ordinance, the BNWRD may terminate this Agreement upon thirty (30) days advanced notice to CITY.

B. CITY recognizes that BNWRD may from time to time be required, or may elect, to amend the SUPO. CITY agrees to comply with the SUPO, as amended, and to amend its Code as necessary to comply with the amended SUPO within 60 days of notice of passage of such amendment, so long as BNWRD provides at least 60 days' notice prior to any action to amend the SUPO and the amendment is required to comply with EPA and IEPA requirements, to maintain its

NDPES Permits, or to otherwise protect BNWRD's sewer and wastewater facilities and treatment system.

C. BNWRD shall have the power and authority to do within CITY whatever BNWRD is empowered to do within CITY pursuant to the SUPO and its Enforcement Response Plan ("ERP").

D. BNWRD shall routinely review and adopt pollutant specific local limits as required by USEPA. After review and approval by USEPA, followed by required public notice, the BNWRD shall adopt such revisions or additions as needed and said local limits will be applied to Industrial Users served by BNWRD, including those served within CITY. CITY shall adopt the Industrial User modified pollutant specific local limits within forty-five (45) days of receiving notice thereof.

E. BNWRD shall perform technical and administrative duties necessary to implement and enforce its SUPO consistent with its program approved by USEPA within the areas served by the BNWRD, including CITY, and shall share any information or records with CITY as reasonably requested, within thirty (30) days of receiving said request. At a minimum, BNWRD shall:

1. Annually update the industrial waste survey; and
2. Require submittal of information and reports; and
3. Review and sign-off on any IEPA permit completed by Industrial Users in CITY; and
4. Issue or deny, discharge or zero discharge permits (as appropriate) to all Industrial Users required to obtain a permit; and
5. Conduct inspections, sampling, and analysis; and
6. Take all appropriate enforcement actions as outlined in its USEPA approved ERP; and
7. Perform any other technical or administrative duties as required by its wastewater and bio-solids permits.

F. In addition, BNWRD may take emergency action to stop or prevent any discharge within any BNWRD service area, inclusive of CITY, and shall share any information or records with CITY, as follows: (1) as reasonably requested; (2) which presents or may present an imminent danger to the health or welfare of humans; (3) which reasonably appears to threaten the environment; or (4) which threatens to cause interference, pass through, or sludge contamination. The BNWRD will take all reasonable efforts to provide the CITY with notice, as provided herein, no more than two (2) business days following the taking of such action.

G. CITY shall continue to provide water use records to BNWRD on a monthly basis. If CITY inspects or otherwise enforces pretreatment regulations against any Industrial Users in CITY, it shall convey such information and reports to BNWRD as soon as reasonably practicable, but no more than seven (7) days following the inspection and/or enforcement action.

H. CITY hereby designates BNWRD as the agent of CITY for the purposes of implementation and enforcement of CITY's sewer use ordinance that could have been taken by CITY, including the enforcement of said ordinance in a court of proper jurisdiction.

I. CITY acknowledges that BNWRD has authority to assess IU user fees upon IU, in addition to any excess pretreatment costs incurred due to pretreatment costs within CITY. CITY shall invoice its residents for any costs asserted by BNWRD, in accordance herewith, and shall secure and remit said payments to BNWRD in accordance with the agreed upon billing cycle.

IV. USER FEE BILLING.

CITY and BNWRD acknowledge that there is presently in effect an Intergovernmental Agreement Providing Billing and Collection Services for Bloomington/Normal Water Reclamation District User Charges, by and between CITY, Town of Normal, and BNWRD, with an effective date of January 1, 1996 ("Billing IGA"), which remains in full force and effect, and is hereby acknowledged and confirmed.

V. CONNECTION FEE

A. CITY agrees as follows:

1. Not issue a plumbing permit for a structure requiring a connection permit, which is to be connected to BNWRD Interceptor Sewer System without receiving a BNWRD connection permit obtained and submitted by the applicant.
2. Issue BNWRD connection permits on behalf of BNWRD for single-family and two-family dwellings. BNWRD shall provide CITY notice of changes in BNWRD connection fees in a timely manner so that CITY can make such connection permit fee increases in a reasonable manner.
3. Forward all connection permit receipts to BNWRD on a monthly basis.

B. BNWRD agrees to:

1. Issue all connection permits other than those for single and two-family dwellings to which CITY extends sewer service. CITY shall not issue a water connection to such users without demonstration by the applicant that a BNWRD connection permit has been obtained in these circumstances.
2. Provide CITY with appropriate connection fee forms for those permits issued by CITY to single and two-family dwellings.

C. CITY and BNWRD hereby acknowledge and agree that there remains in place a certain Intergovernmental Agreement by and between CITY, Town of Normal, and BNWRD, dated July 8, 1985 ("Connection Permit IGA"), with respect to issuance of

connection permits. To the extent of any discrepancy between the terms of this Agreement and said Connection Permit IGA, the Connection Permit IGA shall control.

VI. PROPERTY TAXES

All CITY customers provided wastewater treatment services by BNWRD, whose property is contiguous to BNWRD, shall be assessed the then current real estate rate as extended by the BNWRD.

VII. SPECIAL ASSESSMENTS

BNWRD reserves the right to extend special tax assessment, as able, in BNWRD service area for facilities and/or improvements which are uniquely needed within a specific portion of the joint service area.

VIII. TERMINATION

This Agreement shall be binding upon all parties unless and until amended by mutual agreement of all parties. This Agreement shall be terminated upon any one of the following occurrences: (1) by mutual agreement of the parties, which shall be reflected in writing; and/or (2) any governmental order, which directly or indirectly prevents either party from carrying out its obligations under this Agreement. If this Agreement is terminated, CITY shall be obligated to either, (a) prior to termination have in place an approved pretreatment program, or (b) provide evidence that arrangements have been made by the CITY to have all discharge from the City of Bloomington Collection System trucked and treated at an approved facility, which confirms to the BNWRD its willingness to accept the discharge ("Conditions for Termination"). In said event, the CITY shall be responsible for all costs associated with disconnection from the BNWRD wastewater treatment system and shall remit any and all sums due the BNWRD within sixty (60) days of termination. In the event the CITY causes damage to the BNWRD system during disconnection, or in the event the CITY fails to pay any sum due the BNWRD owed under this Agreement, or by law, the BNWRD reserves the right to pursue all available legal and/or equitable remedies.

In the absence of one of the foregoing, the CITY shall be precluded from terminating this Agreement and shall remain obligated under this Agreement until such time as the CITY can satisfy one of the Conditions for Termination set forth in this Article VIII.

IX. AMENDMENTS

Before this Agreement may be amended, there must be a resolution recommending amendment, provided that notice of such proposed amendment shall be mailed to the other party to this agreement at least ten (10) days prior to the date of the meeting at which any resolution proposing amendment to this Agreement. Any amendment to this Agreement shall be effective upon the date when it is executed by both BNWRD and CITY.

X. CONFLICTING AGREEMENTS/PROVISIONS

Except as otherwise provided for herein, in the event of a conflicting provision with any other agreement between BNWRD and CITY, this Agreement shall control.

XI. ENFORCEMENT

The CITY agrees that the BNWRD shall be entitled to enforce this Agreement at law or in equity and may seek specific enforcement and/or injunctive relief. The parties also agree that the CITY shall be responsible for all expenses incurred by the BNWRD to enforce this Agreement, including, but not limited to, reasonable attorneys' fees and court costs incurred by the BNWRD, to enforce the terms herein contained if the CITY is found to be in default of this Agreement.

XII. SEVERABILITY

If any provision of this Agreement is deemed invalid for any reason, such invalidation shall not render invalid any other provision of this Agreement which can give effect without the invalid provision.

XIII. ENTIRE AGREEMENT

This Agreement, as well as the Billing IGA and Connection Permit IGA referenced herein, and all applicable ordinances of BNWRD including, but not limited to, the SUPO, contain the entire agreement between the parties hereto, as to the subject matter hereof, and may not be modified in any manner except as provided in Article X. All other intergovernmental agreements, to which BNWRD and CITY remain parties are hereby confirmed and remain in full force and effect.

XIV. EFFECTIVE DATE

This Agreement shall be effective when executed by BNWRD and CITY.

XV. GOVERNING LAW

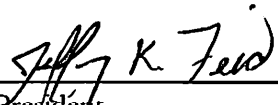
This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

***/THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON THE NEXT PAGE./***

IN WITNESS WHEREOF, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City of Bloomington has caused this instrument to be executed in its corporate name by its Mayor under the attestation of its City Clerk and its corporate seal to be affixed, all in duplicate originals.

BLOOMINGTON/NORMAL WATER
RECLAMATION DISTRICT:

ATTEST:



President



Clerk

2/10/2025
DATE

CITY OF BLOOMINGTON, ILLINOIS

ATTEST:

Mayor

Clerk

DATE



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Radios for the Fire Department, from Motorola Solutions, in the Amount of \$135,536.37, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Fire Department ("BFD") requires reliable and modern communication equipment to ensure the safety of its personnel and the public. BFD is requesting to purchase 14 portable, Motorola APX8000 Starcom radios, industry-leading radio communication equipment that meets the needs and requirements of the BFD, from Motorola Solutions. These radios will replace older portable radios at BFD as the current radios utilized by the BFD are outdated and require replacement to maintain operational efficiency and compliance with industry standards. Currently, BFD also operates two different styles of portable radios, and this purchase will allow the Department to simplify operations and have all members on the same style of radio. The purchase of these radios aligns with the City's commitment to public safety and operational readiness.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 14 portable, Motorola APX8000 Starcom radios for the Fire Department, from Motorola Solutions, in the amount of \$135,536.37. A total of \$175,000 is included in the FY 2025 Budget for this purchase. This will be paid from the Fire-Capital Outlay Computer Equipment account (10015210-72120). Stakeholders can locate this in the FY 2025 Budget Books titled: "Budget Overview & General Fund" on page 244, and "Other Funds & Capital Improvement" on page 99.

Respectfully submitted for consideration.

Prepared by: Jason Greer, Deputy Chief of EMS

ATTACHMENTS:

[FIRE 1B Resolution](#)

[FIRE 1C Resolution - Exhibit A - Quote](#)

[FIRE 1D Motorola Solutions LSJF](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE PURCHASE OF RADIOS FOR THE FIRE
DEPARTMENT, FROM MOTOROLA SOLUTIONS, IN THE AMOUNT OF \$135,536.37**

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of radios for the Fire Department (“PURCHASE”), in the amount of \$135,536.37; and

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

WHEREAS, the Bloomington Fire Department (“BFD”) requires reliable and modern communication equipment to ensure the safety of its personnel and the public; and

WHEREAS, the current radios utilized by the BFD are outdated and require replacement to maintain operational efficiency and compliance with industry standards; and

WHEREAS, Motorola Solutions offers industry-leading radio communication equipment that meets the needs and requirements of the BFD; and

WHEREAS, the purchase of these radios aligns with the City’s commitment to public safety and operational readiness; and

WHEREAS, the PURCHASE consists of 14 portable, Motorola APX8000 Starcom radios; and

WHEREAS, the City of Bloomington (CITY) has identified available funds to cover the purchase of new Motorola radios at a total cost of \$135,536.37; and

WHEREAS, Staff believe this purchase is in the best interest of the City to enhance emergency response capabilities and ensure effective communication during critical incidents; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Billing Address:
BLOOMINGTON FIRE DEPT
PO BOX 3157
BLOOMINGTON, IL 61701
US

Quote Date:02/04/2025
Expiration Date:04/05/2025
Quote Created By:
Andrew Nunn
andynunn@callmc.com

End Customer:
BLOOMINGTON FIRE DEPT
Jason Greer
jgreer@cityblm.org

Contract: 36273 - SOURCEWELL 042021-MOT
AGREEMENT: STATE OF ILLINOIS

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	14	\$7,688.00	\$5,612.24	\$78,571.36
1a	H869BW	ENH: MULTIKEY	14	\$363.00	\$264.99	\$3,709.86
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	14	\$6.00	\$4.38	\$61.32
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	14	\$567.00	\$413.91	\$5,794.74
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	14	\$330.00	\$240.90	\$3,372.60
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	14	\$880.00	\$642.40	\$8,993.60
1f	QA00580AA	ADD: TDMA OPERATION	14	\$495.00	\$361.35	\$5,058.90
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	14	\$184.00	\$184.00	\$2,576.00
1h	QA05509AA	DEL: DELETE UHF BAND	14	-\$800.00	-\$584.00	-\$8,176.00
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	14	\$0.00	\$0.00	\$0.00
1j	QA09001AB	ADD: WIFI CAPABILITY	14	\$330.00	\$240.90	\$3,372.60
1k	H38BS	ADD: SMARTZONE OPERATION	14	\$1,650.00	\$1,204.50	\$16,863.00
1l	QA07682AA	ADD: SMARTCONNECT	14	\$0.00	\$0.00	\$0.00
1m	Q629AH	ENH: AES ENCRYPTION AND ADP	14	\$523.00	\$381.79	\$5,345.06



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	14	\$28.00	\$20.44	\$286.16
2	LSV00Q00202A	DEVICE PROGRAMMING	14	\$78.57	\$78.57	\$1,099.98
3	PMMN4152A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	9	\$707.00	\$516.11	\$4,644.99
4	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	5	\$748.00	\$546.04	\$2,730.20
	APX™ Radio Management	RADIO MANAGEMENT				
5	T7914A	RADIO MANAGEMENT ONLINE	1	\$0.00	\$0.00	\$0.00
5a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	14	\$110.00	\$88.00	\$1,232.00

Grand Total **\$135,536.37(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #:

Motorola Solutions - 689

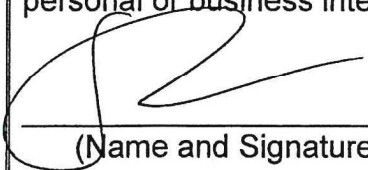
Amount: \$135,536.37

Date: 2/11/2025

Description of item/service: Replacement of portable radios for the fire department and upgrade the fire departments current radios.

Justification – The agreement is needed for the replacement of aging portable radio equipment used by the fire department. This City has a long term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. The equipment and system are proprietary and can only be upgraded or maintained by Motorola Solutions or their authorized representatives. This equipment is on State of Illinois contract and approved for usage on the State of Illinois digital interoperable communications platform known as Starcom 21.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.


(Name and Signature of Department Head)

2-11-2025
Date

SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

2/13/2025
Date



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Unit Price Agreement with Calgon Carbon Corporation, for Premium Powdered Activated Carbon (Bid #202522), and Authorizing Purchase(S) under the Agreement Not to Exceed \$62,500.00, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of a contract with Calgon Carbon Corporation for premium powdered activated carbon for \$2,000/ton for Fiscal Year 2026.

The Water Department is seeking approval to design and construct a Powdered Activated Carbon (PAC) feed system at the City's Water Treatment Plant at Lake Bloomington at the Council Meeting on March 10, 2025. In anticipation of the PAC system being approved, Water staff solicited competitive bids for powdered activated carbon to help combat taste and odor issues. If approved, the PAC feed system will be constructed during FY2025 with the premium powdered activated carbon being delivered to the Water Treatment Plant during FY2025. The Water Department will have additional funds available in the Water Chemical fund in FY2025 to pay for any PAC used during the remainder of FY2025. Should the PAC feed system not be completed during FY2025, staff have budgeted funds in FY2026 for PAC.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 11:00 A.M. on Thursday, January 23, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. There were four responsive bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2025, through April 30, 2026 (Base Bid), with alternate bids for May 1, 2026, through April 30, 2027 (Alternate Bid 1), and May 1, 2027, through April 30, 2028 (Alternate Bid 2).

Base Bids May 1, 2025 through April 30, 2026

Calgon Carbon Corporation	\$2,000 per ton
Carbon Activated Corporation	\$2,200 per ton
Arq Purification LLC	\$2,200 per ton
Jacobi Carbons, Inc.	\$3,160 per ton

Alternative Bids May 1, 2026 through April 30, 2027

Calgon Carbon Corporation	No Bid
Carbon Activated Corporation	\$2,300 per ton
Arq Purification LLC	\$2,340 per ton
Jacobi Carbons, Inc.	No Bid

Alternative Bids May 1, 2027 through April 30, 2028

Calgon Carbon Corporation	No Bid
Carbon Activated Corporation	\$2,500 per ton
Arq Purification LLC	\$2,480 per ton
Jacobi Carbons LLC	No Bid

Staff estimates that the yearly expenditure will be approximately \$50,000 for FY2026 based on the current pumping average remaining constant at 11.5 million gallons per day. If the need arises, staff will need to increase the amount of the purchase order to reflect current pumping averages. Due to the fluctuating chemical needs for water, the bid is always put out as unit based pricing so increases can be made in an expeditious manner to ensure the City is able to treat our water in the needed manner to provide quality water. Authority is requested for 125% of the expected need to accommodate fluctuations in need and to facilitate the City's procurement process.

Staff recommend accepting the lowest bid for FY 2026 (Base Bid) only from Calgon Carbon Corporation and anticipate better pricing in future years. Staff will rebid the Premium Powdered Activated Carbon contract in FY 2026.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on January 7, 2025.

FINANCIAL IMPACT: If approved, the City will enter into a unit price agreement with Calgon Carbon Corporation for the purchase of Premium Powdered Activated Carbon (Bid #2025-22) at the price of \$2,000 per Ton for FY 2026. Staff estimates that the yearly expenditure will be approximately \$50,000 for FY 2026 based on the current pumping average remaining constant at 11.5 million gallons per day. However, due to changing needs and to facilitate future purchase orders, authority is requested for \$62,500 (125% of the estimated need). A total of \$1,550,000 is included in the FY 2026 Budget under Water Purification-Water Chemicals account (50100130-71720).

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution - Exhibit A - Agreement](#)

[WTR 1D Bid Tab Bid #2025-22](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH CALGON CARBON CORPORATION, FOR PREMIUM POWDERED ACTIVATED CARBON (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$62,500.00

WHEREAS, on or about January 7, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for various chemicals including Premium Powdered Activated Carbon used by the City in the water treatment process to help with the filter process and taste and odor concerns, and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for Premium Powdered Activated Carbon was Calgon Carbon Corporation who proposed that Premium Powdered Carbon be delivered on a per ton basis and proposed a cost of \$2,000 per ton for Fiscal Year 2026 with no alternate bids, and a proposed Agreement is attached as Exhibit A; and

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

WHEREAS, the Water Department estimates it will spend approximately \$50,000.00 for Premium Powdered Activated Carbon in fiscal year 2026, but this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommends the Council approve the Agreement and authorize purchases up to \$62,500.00 in fiscal year 2026; and

WHEREAS, the Council finds that it is in the best interest of the City to approve the unit price Agreement and authorize purchases up to the amount requested.

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

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

SECTION 2. The City Manager, or their designee, are authorized to execute the CONTRACT, and any other necessary documents to complete the above described purchase(s).

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Calgon Carbon Corporation

FOR

Powered Activated Carbon

THIS AGREEMENT, dated this 14th day of February, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Calgon Carbon Corporation (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid # 2025-22

(hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Calgon Carbon Corporation
Attn: Jeremy Jones
3000 GSK Drive
Moon Township, PA 15108
drinkingwater.ccc@kuraray.com

Copy to:
Calgon Carbon Corporation
Attn: Zac Cronin
3000 GSK Drive
Moon Township, PA 15108
drinkingwater.ccc@kuraray.com

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

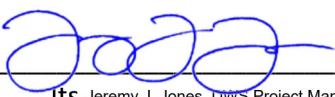
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Jeremy J. Jones, DWS Project Manager

By:  _____
Its DWS Project Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver as requested, bulk Powered Activated Carbon to the City of Bloomington's Water Treatment Plant, located at 25515 Waterside Way Hudson IL, 61748.

EXHIBIT B
COSTS/FEES

Cost of \$2000.00 per delivered ton with no additional fees for the period of May 1, 2025 April 30, 2026.

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corp	Arco Purification, LLC	Brenntag Mid-South, Inc.	Calgon Carbon Corporati	Carbon Activated Corp	Carus LLC	Chemrite, Inc.	Jacobi Carbons, Inc	Linde Inc	Penco, Inc	Shannon Chemical Corp	Univer Solutions USA LLC
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	\$557.00	No Bid	\$549.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$915.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,100.00	\$3,139.00	No Bid	No Bid	No Bid	No Bid	\$3,447.47
4	Premium Powdered Activated Carbon	1 TON	No Bid				\$2,000.00	No Bid	\$2,200.00	No Bid		\$3,160.00	No Bid	No Bid	No Bid
		Alt Bid #1					\$2,000.00								
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$530.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,358.00	No Bid	No Bid	No Bid	\$3,717.37	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid				No Bid	No Bid	\$2,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Alt bid#2													
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$945.00	No Bid	\$625.00
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,593.00	No Bid	No Bid	No Bid	\$3,818.37	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid				No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Unit Price Agreement with Carus LLC, for Sodium Hexametaphosphate (Bid #202522), and Authorizing Purchase(s) under the Agreement not to Exceed \$47,500.00, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Carus, LLC, for sodium hexametaphosphate. The price per ton delivered is 18.85% lower than the current contract price. Sodium hexametaphosphate is a compound used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 11:00 A.M. on Thursday, January 23, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Three bids were opened on February 27th. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate Bid 1), and May 1, 2026, through April 30, 2027 (Alternate Bid 2).

Base Bid - May 1, 2025 - April 30, 2026

Carus, LLC	\$3,100 per ton
Chemrite, Inc.	\$3,139 per ton
Shannon Chemical Corporation	\$3,447.47 per ton

Alternate Bid 1 - May 1, 2026 - April 30, 2027

Carus, LLC	No Bid
Chemrite, Inc.	\$3,358 per ton
Shannon Chemical Corporation	\$3,717.37 per ton

Alternate Bid 2 - May 1, 2027 - April 30, 2028

Carus, LLC	No Bid
Chemrite, Inc.	\$3,593 per ton

Shannon Chemical Corporation \$3,818.37 per ton

This contract is based upon a per-ton cost (unit-based pricing bid). Staff estimates that the yearly expenditure will be approximately \$38,000 for FY2026 based on the current pumping average remaining constant at 11.5 million gallons per day. If the need arises, staff will need to increase the amount of the purchase order to reflect current pumping averages. Due to the fluctuating chemical needs for water, the bid is always put out as unit-based pricing so increases can be made expeditiously to ensure the City is able to treat our water in the needed manner to provide quality water. Authority is requested for 125% of the estimated need to facilitate fluctuations in demands.

Staff recommend accepting the lowest bid for the initial term (Base Bid) only from Carus, LLC, and anticipate better pricing in future years. Staff will re-bid this chemical in FY 2026 for the FY 2027 Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on January 7, 2025.

FINANCIAL IMPACT: This is a fiscal year (FY) 2026 budgeted item. If approved, the City will enter into a unit price agreement with Carus, LLC, for purchase of sodium hexametaphosphate at the unit price of \$3,100 per ton, with authority to purchase up to \$47,500 during FY 2026 (May 1, 2025 through April 30, 2026). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). The Water Department has included \$1,550,000 for all water chemicals in the FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 2B Resolution](#)

[WTR 2C Resolution - Exhibit A - Agreement](#)

[WTR 2D Bid Tab Bid #2025-22](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH CARUS LLC, FOR SODIUM HEXAMETAPHOSPHATE (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$47,500.00

WHEREAS, on or about January 7, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for various chemicals including sodium hexametaphosphate used by the City in the water treatment to prevent scale from forming on the filter media; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for sodium hexametaphosphate was Carus LLC. who proposed to deliver based upon a per ton proposal of \$3,100 for fiscal year 2026, the proposed Agreement is attached as Exhibit A; and

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

WHEREAS, the Water Department estimates it will spend approximately \$38,000.00 for sodium hexametaphosphate in fiscal year 2026, but that this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommends that the Council approve the Agreement and authorize purchases up to \$47,500 in fiscal year 2026; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents to complete the above described purchase(s).

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Carus LLC

FOR
Sodium Hexametaphosphate

THIS AGREEMENT, dated this 12 day of February, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Carus LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid # 2025-22 (hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Carus LLC
Attn. Bid Department
315 Fifth Street
Peru, IL 61354
bids@carusllc.com

Copy to:
Same as above

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Barbie Smith
Its Barbie Smith/Inside Sales &
Customer Support Manager

By: Amy Berggren
Its Amy Berggren/Asst. Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

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

EXHIBIT B
COSTS/FEES

Cost of \$3,100.00 per delivered ton with no additional fees for the period of May 1, 2025 to April 30, 2026

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corp	Arco Purification, LLC	Brenntag Mid-South, Inc.	Calgon Carbon Corporati	Carbon Activated Corpor	Carus LLC	Chemrite, Inc.	Jacobi Carbons, Inc	Linde Inc	Penco, Inc	Shannon Chemical Corp	Univer Solutions USA LLC
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	\$557.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$915.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	\$549.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	No Bid	No Bid	\$2,000.00	No Bid	\$3,100.00	\$5,139.00	No Bid	No Bid	No Bid	\$3,447.47	No Bid
							\$2,000.00								
1	Carbon Dioxide	Alt Bid #1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,358.00	No Bid	No Bid	\$530.00	No Bid	\$575.00
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,717.37	No Bid
							\$2,340.00	No Bid							
1	Carbon Dioxide	Alt bid#2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$945.00	No Bid	\$625.00
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,593.00	No Bid	No Bid	No Bid	\$3,818.37	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	\$2,480.00	No Bid	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Unit Price Agreement with Pencco, Inc., for Hydrofluosilicic Acid (Bid #2025-22), and Granting Authority for Purchase in Fiscal Years 2026, 2027, and 2028, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Pennco, Inc., for hydrofluosilicic acid. Hydrofluosilicic acid is a compound added to the water to provide the necessary concentration of fluoride to prevent dental cavities. The City is required to maintain a concentration of 0.7 mg/L to achieve the public health goal. The price per ton is 7.87% decrease from the current contract price. Staff estimate the cost of hydrofluosilicic acid to be \$35,000 for the initial term.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 A.M. on Tuesday, February 27, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Four bids were opened on February 27, 2024. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate 1), and May 1, 2026, through April 30, 2027 (Alternate 2).

Base Bid - May 1, 2025 - April 30, 2026

Pencco, Inc.	\$515 per ton
Brenntag Mid-South, Inc.	\$549 per ton
Alexander Chemical Corporation	\$557 per ton
Univar Solutions USA LLC	\$550 per ton

Alternate Bid 1 - May 1, 2026 - April 30, 2027

Pencco, Inc.	\$530 (unit cost)
Univar Solutions USA LLC	\$575 (unit cost)

Alternate Bid 2 - May 1, 2027 - April 30, 2028

Pencco, Inc.	\$545 (unit cost)
Univar Solutions USA LLC	\$625 (unit cost)

This contract is based upon a per-ton cost (unit based pricing bid). Staff estimates that the yearly expenditure will be approximately \$35,000 for FY2026 based on the current pumping average remaining constant at 11.5 million gallons per day. If the need arises, staff will need to increase the amount of the purchase order to reflect current pumping averages. Due to the fluctuating chemical needs for water, the bid is always put out as unit based pricing so increases can be made in an expeditious manner to ensure the City is able to treat our water in the needed manner to provide quality water.

Staff are requesting to accept the Base Bid and Alternative Bid 1 and Alternative Bid 2, Inc. for the initial term of May 1, 2025 through April 30, 2026 with Alternate Bid 1 from May 1, 2026 through April 30, 2027 and Alternate Bid 2 from May 1, 2027 through April 30, 2028.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on January 7, 2025.

FINANCIAL IMPACT: This is a fiscal year (FY) 2026 budgeted item. If approved, the City will enter into a Contract with Pencco, Inc., for Hydrofluosilicic Acid (Bid #2025-22), in the amount of \$515/ton on a 40,000-pound shipment, in an amount of \$35,000 for the initial term (May 1, 2025 through April 30, 2026). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). The Water Department has included \$1,550,000 for all water chemicals in the FY 2026 Proposed Budget. Staff are requesting to accept the Base Bid and Alternative Bid 1 and Alternative Bid 2, Inc. for the initial term of May 1, 2025, through April 30, 2026, with Alternate Bid 1 from May 1, 2026, through April 30, 2027, and Alternate Bid 2 from May 1, 2027, through April 30, 2028.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 3B Resolution](#)

[WTR 3C Resolution - Exhibit A - Agreement](#)

[WTR 3D Bid Tab Bid #2025-22](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH PENCCO, INC., FOR
HYDROFLUOSILICIC ACID (BID #2025-22), AND GRANTING AUTHORITY FOR
PURCHASE IN FISCAL YEARS 2026, 2027, and 2028**

WHEREAS, on or about January 7, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for various chemicals including hydrofluosilicic acid used by the City in the water treatment process to meet Illinois Department of Public Health (IDPH) standards of fluoride levels in the finished drinking water; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for hydrofluosilicic acid was Pencco, Inc. who proposed that on a 40,000-pound shipment, a per delivered ton proposal of \$515 for Fiscal Year 2026, \$530 for Fiscal Year 2027, and \$545 for Fiscal Year 2028, and a proposed Agreement is attached as Exhibit A; and

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

WHEREAS, the Water Department estimates it will spend approximately \$35,000 for the purchase of hydrofluosilicic acid in fiscal year 2026, approximately \$36,000 in fiscal year 2027, and \$37,000 in fiscal year 2028, but that the required amount, due to varying needs, may exceed the estimated amounts by up to 25%; and

WHEREAS, Staff recommends the Council approve the Agreement and authorize purchases up to \$43,750 in FY 2026, \$45,000 in FY 2027, and \$46,250 in FY 2028; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH Pencco, Inc

FOR Hydrofluosilicic Acid

THIS AGREEMENT, dated this ____ day of _____, 202⁵, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Pencco, Inc (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
Bid # 2025-22 (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Pencco Inc.
SARAH DUFFY
P.O. Box 600
San Felipe TX 77473
Sarah@pencco.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Sarah Duffy
Its Bid Director

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver bulk Hydrofluosilicic Acid to the City of Bloomington Water Treatment Plant located at 25515 Waterside Way, Hudson IL. 61748. 40,000 # max bulk load quantity per delivery.

EXHIBIT B
COSTS/FEEES

Cost of \$515.00 per delivered ton with no additional fees for the period of May 1, 2025 to April 30, 2026
Cost of \$530.00 per delivered ton with no additional fees for the period of May 1, 2026 to April 30, 2027
Cost of \$545.00 per delivered ton with no additional fees for the period of May 1, 2027 to April 30, 2028
Per bid # 2025-22

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corp	Arco Purification, LLC	Brenntag Mid-South, Inc.	Calgon Carbon Corporati	Carbon Activated Corp	Carus LLC	Chemrite, Inc.	Jacobi Carbons, Inc	Linde Inc	Penco, Inc	Shannon Chemical Corp	Univer Solutions USA LLC
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	\$557.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$915.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	\$549.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,100.00	\$5,139.00	No Bid	No Bid	No Bid	No Bid	\$3,447.47
									\$2,200.00	No Bid	No Bid	\$3,160.00	No Bid	No Bid	No Bid
									\$2,000.00	No Bid	No Bid				
1	Carbon Dioxide	Alt Bid #1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,358.00	No Bid	No Bid	No Bid	No Bid	\$3,717.37
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
									\$2,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
									No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1	Carbon Dioxide	Alt bid#2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$945.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,593.00	No Bid	No Bid	No Bid	No Bid	\$3,818.37
4	Premium Powdered Activated Carbon	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Unit Price Agreement with Linde, Inc. for Carbon Dioxide (Bid #202522), and Authorizing Purchase(S) Under the Agreement Not to Exceed \$215,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Linde, Inc., for carbon dioxide. The price per ton remains the same as the previous contract with Linde. Carbon dioxide is a compound that gives soda its fizz and is the same product used to lower the pH in water after the removal of dissolved minerals, using lime (the water softening process). Lime greatly increases the pH of the water, which must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon dioxide, which forms a weak acid, is added to the water to accomplish this task.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 11:00 A.M. on Thursday, January 23, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on January 23rd. The City's Local Preference Policy does not apply because there was only one bidder. A full bid tabulation is attached.

This contract is based upon a per-ton cost (unit based pricing bid). Staff estimates that the yearly expenditure will be approximately \$172,000 for FY2026 based on the current pumping average remaining constant at 11.5 million gallons per day. If the need arises, staff will need to increase the amount of the purchase order to reflect current pumping averages. Due to the fluctuating chemical needs for water, the bid is always put out as unit based pricing so increases can be made in an expeditious manner to ensure the City is able to treat our water in the needed manner to provide quality water.

The Water Department solicited bids for the following periods: the initial term of May 1, 2025, through April 30, 2026, with alternate bids for May 1, 2026, through April 30, 2027 (Alternate 1), and May 1, 2027, through April 30, 2028 (Alternate 2). Linde, Inc., submitted a bid for the initial term at \$275 per ton with no alternate bids.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on January 7, 2025.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Linde, Inc. for Carbon Dioxide (Bid #2025-22), in an Amount of \$275 per Ton Delivered. Staff estimates that the yearly expenditure will be approximately \$172,000 for FY 2026 based on the current pumping average remaining constant at 11.5 million gallons per day. The carbon dioxide will be paid from the Water Purification-Water Chemicals account (50100130-71720). A total of \$1,550,000 is included in the FY 2026 Proposed Budget under Water Purification-Water Chemicals account (50100130-71720).

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 5B Resolution](#)

[WTR 5C Resolution - Exhibit A - Agreement](#)

[WTR 5D Bid Tab Bid #2025-22](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH LINDE, INC. FOR CARBON DIOXIDE (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$215,000

WHEREAS, on or about January 7, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for various chemicals including carbon dioxide used by the City in the water treatment process to help control and maintain the pH level of the finished drinking water; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for carbon dioxide was Linde, Inc. who proposed a cost of \$275 per ton delivered, and a proposed Agreement is attached as Exhibit A; and

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

WHEREAS, the Water Department estimates it will spend approximately \$172,000.00 for carbon dioxide in fiscal year 2026, but that this amount, due to varying needs, may exceed estimates by up to 25%; and

WHEREAS, Staff recommends that the Council approve the Agreement and authorize purchases up to \$215,000 in fiscal year 2026; and

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

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

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

SECTION 2. The City Manager, or their designee, are authorized to execute the CONTRACT, and any other necessary documents to complete the above described purchase(s).

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH Linde Inc.

FOR

Carbon Dioxide

THIS AGREEMENT, dated this ____ day of _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Linde Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid # 2025-22

(hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

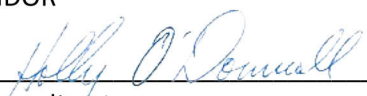
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Director - Government & Aerospace Programs

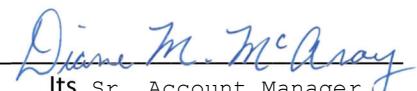
By: 
Its Sr. Account Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver bulk Carbon Dioxide as needed to the City of Bloomington Water Treatment Plant located at 25515 Waterside Way, Hudson IL. 61748

EXHIBIT B
COSTS/FEES

Cost of \$275.00 per delivered ton with no additional fees for the period of May 1, 2025 to April 30, 2026

Line Item	Description	Quantity	Unit of Measure	Alexander Chemical Corp	Arco Purification, LLC	Brenntag Mid-South, Inc.	Calgon Carbon Corporati	Carbon Activated Corp	Carus LLC	Chemrite, Inc.	Jacobi Carbons, Inc.	Linde Inc.	Penco, Inc.	Shannon Chemical Corp	Univer Solutions USA LLC
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	\$557.00	No Bid	\$549.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$915.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,100.00	\$3,139.00	No Bid	No Bid	No Bid	No Bid	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid				\$2,000.00	No Bid	\$2,200.00	No Bid		\$3,160.00	No Bid	\$3,447.47	No Bid
							\$2,000.00								
		Alt Bid #1													
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$530.00	No Bid	No Bid
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,358.00	No Bid	No Bid	No Bid	\$3,717.37	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid				No Bid	No Bid	\$2,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Alt Bid#2													
1	Carbon Dioxide	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Hydrofluosilicic Acid	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$945.00	No Bid	\$625.00
3	Sodium Hexametaphosphate	1 TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,593.00	No Bid	No Bid	No Bid	\$3,818.37	No Bid
4	Premium Powdered Activated Carbon	1 TON	No Bid				No Bid	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with G.A. Rich & Sons, Inc., for the PJ Keller Highway Watermain Replacement (Bid #2025-28), in the Amount of \$494,960, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of an agreement with G.A. Rich & Sons, Inc. in the amount of \$494,960, to replace approximately 1,200 feet of watermain at Lake Bloomington. The watermain that is to be replaced was installed in 1964 and delivers water to approximately 115 residents and the United Methodist East Bay Camp. Over the last several years, City staff have responded to six different breaks within this 1,200-foot section of watermain.

The McLean County Highway Department notified the City of their plans to resurface PJ Keller Highway, from North Park and extending towards Lexington, Illinois. The watermain is located between the road edge and the guardrail over Lake Bloomington. The City, in an effort to prevent future watermain breaks on a newly resurfaced highway, awarded a design contract with WHKS & Co. to design a replacement on June 30, 2024. Due to the location of the highway and a natural gas line, the City elected to install the new section of watermain underneath Lake Bloomington.

Directionally boring a water main underneath Lake Bloomington is a technically difficult undertaking to ensure that potable water is delivered effectively and safely, while also ensuring that the aquatic environment is equally protected, which is a paramount concern for the Water Department. Having the required expertise in this type of construction ensures that the project is completed on time and within the budget while ensuring that the needs of the Water Department are properly met. G.A. Rich & Sons, Inc. has successfully completed watermain projects that included directionally boring, for several municipalities in Central Illinois.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 A.M. on Tuesday, January 28, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. There were four bid submissions and G.A. Rich & Sons Inc.

met the criteria of demonstrating being a responsible bidder that, in all respects, has the capability to fully perform the agreement requirements. The Local Preference Policy did not impact the bid tabulation results. A full bid tabulation is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The Pantagraph* and on the City's *OpenGov* website on January 9, 2025.

FINANCIAL IMPACT: If approved, an agreement with G.A. Rich & Sons, Inc., for the PJ Keller Highway Watermain Replacement (Bid #2025-28), in the Amount of \$494,960, which includes a 10% contingency. The \$494,960 will be paid out of the Water Transmission & Distribution-Watermain Construction and Improvements account (50100120-72540). If approved, a budget transfer of \$152,910.70 will be processed to transfer the budgeted funds from the Water Mechanical Maintenance-Land account (50100160-72510) to the Water Transmission and Distribution-Watermain Construction and Improvements account (50100120-72540) as this project was not budgeted. The project that these funds are being transferred from is the Hamilton Zone Pump Station - Land Acquisition for Systemwide Potable Water Distribution Improvements budgeted at \$500,000. In addition, if approved, a budget transfer of \$200,000 will be processed for the Watershed Grant Match project from the Lake Maintenance-Other Capital Improvement account (50100140-72620) to the Water Transmission and Distribution-Watermain Construction and Improvements account (50100120-72540). The remaining \$142,049.30 will be sourced from the Water Transmission and Distribution-Watermain Construction and Improvements account (50100120-72540). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 129.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 4B Resolution](#)

[WTR 4C Resolution - Exhibit A - Agreement](#)

[WTR 4D Bid Tab Bid #2025-28](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH G.A. RICH & SONS, INC. FOR THE
PJ KELLER HIGHWAY WATERMAIN REPLACEMENT (BID #2025-28), IN THE AMOUNT
OF \$494,960**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with G.A. Rich & Sons, Inc. be approved for the PJ Keller Highway Watermain Replacement (Exhibit A), in the amount of \$494,960 ("PROJECT"); and

WHEREAS, PROJECT consists of work necessary for the installation of a replacement water main at Lake Bloomington; and

WHEREAS, the McLean County Highway Department will resurface a portion of the highway adjacent to the watermain, the need to replace the watermain exists so that the City's infrastructure does not disrupt the resurfacing project conducted by McLean County; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
G.A. Rich & Sons Inc.

FOR
PJ Keller Highway Water Main Replacement

THIS AGREEMENT, dated this ____ day of ____ February ____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and ____ G.A. Rich & Sons Inc. ____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2025-28 PJ Keller Highway Water Main Replacement ____ (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☐

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

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

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

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

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

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

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

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter “FOIA”) request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney’s and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, 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:

G.A. Rich & Sons Inc.
Attn: Andrew Snyder
PO Box 50
Deer Creek, IL 61733

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

VENDOR

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Scope of Work Summary:

- Installation of approximately 770 LF of 12-inch diameter HDPE, PE4710, DR 11 welded water main pipe under the north fork of Lake Bloomington along the south side of PJ Keller Avenue.
- Installation of approximately 243 LF of 12-inch diameter Ductile Iron , Class 52 water main pipe to connect the new HDPE pipe to the City's existing 10-inch cast iron water main pipe on each end of the lake crossing.
- Installation of two 60-inch access manholes at each end of the directional drilled water main for the installation of gate valves and pressure testing equipment.
- All necessary pipe fittings, excavation and fill, hydromulching and seeding, and pressure testing of the new water mains. Contractor to supply all material and labor.
- Contractor to abandon the existing 10-inch cast iron water main in place via filling the existing water main with controlled low-strength material (CLSM) to completely fill the void of the old pipe.

Inclusive of all procurement documents.

EXHIBIT B
COSTS/FEES

EVALUATION TABULATION
ITB - PLA No. Bid #2025-28
PJ Keller Highway Water Main Replacement
RESPONSE DEADLINE: January 28, 2025 at 10:00 am

SELECTED VENDOR TOTAL:

G. A. Rich & Sons, Inc. \$494,960.00

Base Bid will be inclusive of all work and requirements in the specifications, drawings, attachments and addenda.

#1 EZELL EXCAVATING INC	#2 G. A. Rich and Sons, Inc.	#3 George Gildner Inc.	#4 Hoerr Construction, Inc.
\$483,900.00	\$494,960.00	\$644,717.00	\$656,744.00



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Automatic Fire Sprinkler, for the Installation of a Fire Sprinkler System at the Creativity Center, Located on 107 E. Chestnut St. (Bid #2025-29), in the Amount of \$84,225, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: The Creativity Center, located at 107 E Chestnut St., was inspected by the local Building Safety Official and is currently out of compliance because the occupancy status for part of the building has changed. To bring the facility back into compliance and to maintain a good relationship with community members, the building must install a fire sprinkler system to the second floor to be compliant with the current occupancy status. The current sprinkler system only covers the basement floor and is the original system. Sprinkler heads in the basement will be replaced to meet current code and system main will be replaced to meet the Gallons Per Minute (GPM) needed for the addition to the second floor.

The project was advertised by the City to solicit competitive bids under Bid #2025-29 Creativity Center Fire Sprinkler System. Bids were received until 2:01 PM on Wednesday, February 5, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Automatic Fire Sprinkler was the lowest responsible bidder among the two bids submitted. Automatic Fire Sprinkler is a local firm. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

This project will be funded by a State Arts Grant and not affect the City budget. The State Arts Grant was awarded to the City in December 2022. This grant can be used for capital improvement projects for Arts facilities. All projects must be completed and reported by May 31, 2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was

released through the City's *OpenGov* portal and advertised in *The Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Automatic Fire Sprinkler, in the amount of \$84,225. This will be paid from the BCPA Capital Campaign-Buildings account (10014130-72520-20100). If approved, a budget transfer to move the \$84,225 from the Information Technology-Office & Computer Equipment Account (10011610-72120) to the BCPA Capital Campaign-Buildings account (10014130-72520-20100) where the project will be paid. Although not included in the FY 2025 Budget, per the Arts & Entertainment Division, the City has a State Arts Grant to pay for the project as long as it is completed and report filed with the State of Illinois by May 31, 2025.

Respectfully submitted for consideration.

Prepared by: Cliff Dyas, Facility Supervisor

ATTACHMENTS:

[A&E 1B Resolution](#)

[A&E 1C Resolution - Exhibit A - Agreement](#)

[A&E 1D Bid Tab Bid #2025-29](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH AUTOMATIC FIRE SPRINKLER,
FOR THE INSTALLATION OF A FIRE SPRINKLER SYSTEM AT THE CREATIVITY
CENTER, LOCATED ON 107 E. CHESTNUT ST. (BID #2025-29), IN THE AMOUNT OF
\$84,225**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Automatic Fire Sprinkler be approved for the installation of a Fire Sprinkler System Creativity Center, located at 107 E. Chestnut St. (Exhibit A), in the amount of \$84,225 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary for the installation of a Fire Sprinkler System to meet City Fire Code for building occupancy; and

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Automatic Fire Sprinkler

FOR
Installation & Replacement of fire sprinkler system

THIS AGREEMENT, dated this 11 day of February 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Automatic Fire Sprinkler (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2025-29 - Creativity Center Sprinkler System



(hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Automatic Fire Sprinkler
 ATTN: Eric Kunkel
 1809 Industrial Park Dr
 Normal, IL 61761

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

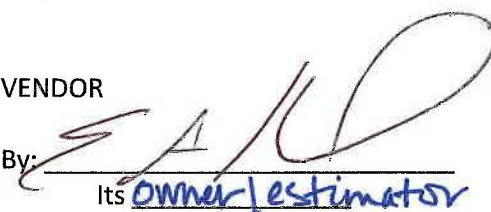
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its owner/estimator

By: 
Its contract administrator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The Project consists of:

- 1) Complete set of drawings from riser to sprinkler heads
- 2) Demo and install new supply piping for complete system. Haul away ALL Debris daily and keep workspace safe per OSHA guidelines.
- 3) Install all piping from supply to the second floor
- 4) Use all existing piping meeting code/sizing of existing basement system and Re-connect for continued coverage.
- 5) Install second floor system per drawings supplied by City as to meet current S-1 storage code and to eliminate as much future demolition when renovating.
- 6) Ensure sprinkler system in basement complies with NFPA 13 and complete all modifications needed to comply.
- 7) Repair all damage to floors, walls and ceiling.
- 8) Obtain all required permits and inspections prior to beginning work and upon Completion.
- 9) Fire caulk ALL penetrations through walls, ceilings and floors.
- 10) Complete ALL required testing/tagging of new system to meet NFPA.

All work to be completed from the hours of 7:30am-5:00pm Monday - Friday.

Project completion deadline is April 30, 2025.

This is inclusive of all bid specifications/drawings from Bid #2025-29 - Creativity Center Sprinkler System .

EXHIBIT B
COSTS/FEES

EVALUATION TABULATION
ITB - PLA No. Bid #2025-29
CREATIVITY CENTER SPRINKLER SYSTEM
RESPONSE DEADLINE: FEBRUARY 05, 2025 at 2:00 pm
Report Generated: FEBRUARY 05, 2025

SELECTED VENDOR TOTAL

Base Bid: \$74,225.00

Automatic Fire Sprinkler - \$84,225.00

Base Bid - Your bid amount should be inclusive of all the work and requirements in the specifications, drawings, and any addenda.

Contingency Amount (10% of Base Bid):

Automatic Fire Sprinkler - \$84,225.00

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



EVALUATION TABULATION

ITB - PLA No. Bid #2025-29

Creativity Center Fire Sprinkler System

RESPONSE DEADLINE: February 5, 2025 at 2:00 pm

Report Generated: Monday, February 10, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Automatic Fire Sprinkler	\$84,225.00
The PIPCO Companies, Ltd.	\$109,480.00

BID #2025-29 CREATIVITY CENTER SPRINKLER SYSTEM

Base Bid - Must include all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials including cleanup. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price and must be detailed in the breakout cost sheet that must be attached in the Vendor Questionnaire Section in OpenGov. Firms not submitting this detailed breakout sheet may be considered to be non-responsive.

Vendor	Total
Automatic Fire Sprinkler	\$74,225.00
The PIPCO Companies, Ltd.	\$95,200.00

BID #2025-29 CREATIVITY CENTER SPRINKLER SYSTEM

Contingency - 15% based on the total of the base bid. The contingency item included in this bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

EVALUATION TABULATION
 ITB - PLA No. Bid #2025-29
 Creativity Center Fire Sprinkler System

Vendor	Total
Automatic Fire Sprinkler	\$10,000.00
The PIPCO Companies, Ltd.	\$14,280.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Automatic Fire Sprinkler	The PIPCO Companies, Ltd.
Authorized Person(s)	Pass	Pass
Bid Bond	Pass	Pass
Contractors Certification of Compliance with Gift Ban Act	Pass	Pass
Substance Abuse Prevention Program - Public Act 95-0635	Pass	Pass
Contractors Certification of Compliance with Public Act 85-1295	Pass	Pass
Contractors Certification of Compliance with 2CFR180	Pass	Pass
Contractors Certification of Compliance with Employment of Illinois Workers on Public Works Act 30 ILCS 570	Pass	Pass
City of Bloomington IL Contractor Registration	Pass	Pass
Insurance	Pass	Pass
Certificate of Insurance	Pass	Pass
Local Preference Purchasing Policy Consideration	Pass	Pass
General Save and Hold Harmless		Pass
References	Pass	Pass

EVALUATION TABULATION
 ITB - PLA No. Bid #2025-29
 Creativity Center Fire Sprinkler System

Question Title	Automatic Fire Sprinkler	The PIPCO Companies, Ltd.
Bid Form	Pass	Pass
Prevailing Wage	Pass	Pass
Detailed Line Item Breakout Sheet	Pass	Pass
Business Classification	Pass	Pass
Principal Office	Pass	Pass
§ 16-414 Public Works Contracts and Project Labor Agreements		
Ordinance No. 2024-058 - Public Works Contracts & Project Labor Agreements	Pass	Pass
Project Labor Agreement and Letter of Assent	Pass	Pass
Request for Project Labor Agreement Waiver	Pass	Pass
§ 16-414 [Ch. 16, Sec. 59] Equal Opportunity & Initiatives in City Contracts		
Introduction & Guide for the Equal Opportunity Initiatives & Goal for City Contracts	Pass	Pass
Formal Commitment to Provide Equal Employment Opportunities		
Contract Diversity Goal Form		
Equal Employment Opportunity Plan (EEO)		



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-25, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Wylie Drive and Maple Hill Road Intersection Improvements, as requested by the Engineering 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 reject the sole bid from Stark Excavating, Inc. and waive technical bidding requirements to allow staff to attempt to negotiate an agreement with Stark Excavating for completion of the Wylie Drive and Maple Hill Road Intersection Improvements project. The bid solicitation states that the City retains the rights to reject any and all bids and to waive technicalities.

The Wylie Drive and Maple Hill Road Intersection Improvements project was initially advertised as Bid #2025-03 on May 9, 2024. The City received one bid from Stark Excavating, Inc. and the bid was significantly higher than the Engineer's estimate. Council approved the rejection of the bid on July 8, 2024. The Engineering Department amended the project scope in an effort to reduce the cost of the project. The project was advertised for bid a second time (Bid #2025-25) to solicit competitive bids for the intersection improvements. Bids were received until 10:00 A.M. on Friday, January 31, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. The City received one bid from Stark Excavating, Inc. totaling \$880,316. The full bid tabulation is attached. The budgeted amount for the project was \$629,633. After further review of the bid submission by City staff, the City is looking at further scope modifications to achieve a more cost-effective project that still aligns with the purpose of the grant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The work was advertised in *The Pantagraph* and *OpenGov* on December 23, 2024.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Project & Grant Manager

ATTACHMENTS:

ENG 3B Resolution
ENG 3C Resolution - Exhibit A - Bid Tab

RESOLUTION NO. 2025 - ____

**A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-25,
AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND
AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH STARK
EXCAVATING, INC. FOR WYLIE DRIVE AND MAPLE HILL ROAD INTERSECTION
IMPROVEMENTS**

WHEREAS, the City of Bloomington has the ability to reject bids and waive technical bidding requirements, pursuant to City Code Chapter 16; and

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

WHEREAS, the intersection improvements ("PROJECT") were included in the Fiscal Year 2025 budget; and

WHEREAS, Stark Excavating, Inc. submitted the sole bid for the improvements; and

WHEREAS, City Staff believe a more cost-effective solution will be achieved through rejecting the sole bid, then waiving the technical bidding process and authorizing City Staff to directly negotiate with Stark Excavating, Inc.; and

WHEREAS, Stark Excavating, Inc. is also in favor of the above-stated processes; and

WHEREAS, Stark Excavating, Inc. will be able to offer more accurate pricing because they will have fewer uncertainties and can utilize prior experience with similar projects to recommend how the work can be accomplished in a more cost-efficient manner; and

WHEREAS, direct negotiations with Stark Excavating, Inc. will expedite improvements beginning; and

WHEREAS, the City Council finds it in the best interest of the City to reject the bid, waive the technical bidding requirements, and authorize City staff to negotiate an agreement with Stark, Excavating, Inc. for the PROJECT.

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 as if stated in full.

SECTION 2. Bid #2025-25 is rejected, the technical bidding requirements are waived, and City staff are empowered to negotiate an agreement with Stark Excavating, Inc. as described above.

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



EVALUATION TABULATION
ITB - PLA No. Re-Bid #2025-25
Wylie Dr & Maple Hill Rd Intersection Improvements
RESPONSE DEADLINE: January 31, 2025 at 10:00 am
Report Generated: Wednesday, February 5, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Stark Excavating, Inc	\$880,316.00

RE-BID #2025-25 WYLIE DR & MAPLE HILL RD INTERSECTION IMPROVEMENTS

Base Bid

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20200100	EARTH EXCAVATION	63	CU YD	\$495.00	\$31,185.00
X	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	10	CU YD	\$95.00	\$950.00
X	20400800	FURNISHED EXCAVATION	40	CU YD	\$105.00	\$4,200.00
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	183	CU YD	\$150.00	\$27,450.00
X	25000110	SEEDING, CLASS 1A	0.3	ACRE	\$6,700.00	\$2,010.00
X	25000400	NITROGEN FERTILIZER NUTRIENT	27	POUND	\$3.25	\$87.75
X	25000500	PHOSPHORUS FERTILIZER NUTRIENT	27	POUND	\$3.25	\$87.75
X	25000600	POTASSIUM FERTILIZER NUTRIENT	27	POUND	\$3.25	\$87.75

EVALUATION TABULATION
 ITB - PLA No. Re-Bid #2025-25
 Wylie Dr & Maple Hill Rd Intersection Improvements

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements							Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	25100630	EROSION CONTROL BLANKET	1482	SQ YD	\$2.25	\$3,334.50		
X	28000305	TEMPORARY DITCH CHECKS	30	FOOT	\$2.75	\$82.50		
X	28000400	PERIMETER EROSION BARRIER	1440	FOOT	\$2.75	\$3,960.00		
X	28000500	INLET AND PIPE PROTECTION	3	EACH	\$300.00	\$900.00		
X	28000510	INLET FILTERS	9	EACH	\$160.00	\$1,440.00		
X	28100107	STONE RIPRAP, CLASS A4	40	SQ YD	\$340.00	\$13,600.00		
X	28200200	FILTER FABRIC	40	SQ YD	\$23.50	\$940.00		
X	35101600	AGGREGATE BASE COURSE, TYPE B 4"	1218	SQ YD	\$30.00	\$36,540.00		
X	COB42401	PCC SIDEWALK, SPECIAL	98	SQ FT	\$400.00	\$39,200.00		
X	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	187	SQ YD	\$250.00	\$46,750.00		
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	7975	SQ FT	\$18.00	\$143,550.00		
X	42400800	DETECTABLE WARNINGS	95	SQ FT	\$38.00	\$3,610.00		
X	44000100	PAVEMENT REMOVAL	1092	SQ YD	\$26.50	\$28,938.00		
X	44000200	DRIVEWAY PAVEMENT REMOVAL	287	SQ YD	\$23.00	\$6,601.00		
X	44000400	GUTTER REMOVAL	10	FOOT	\$8.00	\$80.00		
X	44000500	COMBINATION CURB AND GUTTER REMOVAL	304	FOOT	\$8.00	\$2,432.00		

EVALUATION TABULATION
 ITB - PLA No. Re-Bid #2025-25
 Wylie Dr & Maple Hill Rd Intersection Improvements

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements							Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	44000600	SIDEWALK REMOVAL	266	SQ FT	\$4.00	\$1,064.00		
X	COB44203	CLASS D PATCHES, TYPE IV, 2 1/2 INCH	83	SQ YD	\$150.00	\$12,450.00		
X	50900805	PEDESTRIAN RAILING	47	FOOT	\$300.00	\$14,100.00		
X	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	2	EACH	\$1,750.00	\$3,500.00		
X	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	61	FOOT	\$235.00	\$14,335.00		
X	55100500	STORM SEWER REMOVAL 12"	52	FOOT	\$40.00	\$2,080.00		
X	60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	3	EACH	\$3,000.00	\$9,000.00		
X	60260100	INLETS TO BE ADJUSTED	1	EACH	\$1,100.00	\$1,100.00		
X	60266600	VALVE BOXES TO BE ADJUSTED	2	EACH	\$450.00	\$900.00		
X	60500060	REMOVING INLETS	1	EACH	\$1,100.00	\$1,100.00		
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	435	FOOT	\$105.00	\$45,675.00		
X	60619600	CONCRETE MEDIAN, TYPE SB-6.12	495	SQ FT	\$30.00	\$14,850.00		
X	67100100	MOBILIZATION	1	L SUM	\$11,387.75	\$11,387.75		
X	70107007	PAVEMENT MARKING BLACKOUT TAPE, 7"	480	FOOT	\$5.00	\$2,400.00		
X	70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	410	FOOT	\$2.00	\$820.00		
X	72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	3	EACH	\$225.00	\$675.00		

EVALUATION TABULATION

ITB - PLA No. Re-Bid #2025-25

Wylie Dr & Maple Hill Rd Intersection Improvements

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements							Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	72400210	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE B	1	EACH	\$225.00	\$225.00		
X	72400735	REMOVE AND RELOCATE SIGN PANEL - TYPE 1	13	SQ FT	\$18.00	\$234.00		
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$8,000.00	\$8,000.00		
X	Z0062456	TEMPORARY PAVEMENT	61	SQ YD	\$300.00	\$18,300.00		
X	X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	1	EACH	\$1,300.00	\$1,300.00		
X	X0327618	LANDSCAPING (SPECIAL)	1	L SUM	\$3,000.00	\$3,000.00		
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$53,000.00	\$53,000.00		
X	X8030106	LOCATING UNDERGROUND UTILITIES	15	FOOT	\$350.00	\$5,250.00		
Total						\$622,762.00		

RE-BID #2025-25 WYLIE DR & MAPLE HILL RD INTERSECTION IMPROVEMENTS

Contingency - This line item in the bid shall be used for unforeseen issues which may arise during the project. Use of the Contingency line item shall be at the City sole discretion and must be pre-approved by the City

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements							Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	COB00620	CONTINGENCY	1	L SUM	\$60,000.00	\$60,000.00		
Total						\$60,000.00		

EVALUATION TABULATION

Invitation to Bid - Wylie Dr & Maple Hill Rd Intersection Improvements

Page 4

RE-BID #2025-25 WYLIE DR & MAPLE HILL RD INTERSECTION IMPROVEMENTS

Alternate Bid #1 The proposed improvements for the Alternate Bid #1 include a portland cement concrete pavement structure and painted pavement markings. Contractors are required to select Alternate Bid #1 or Alternate Bid #2 in addition to the Base Bid. Contractors are not required to bid on all alternate bids.

Selected	Line Item	Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements			Stark Excavating, Inc	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	35101400	AGGREGATE BASE COURSE, TYPE B	40	TON	\$110.00	\$4,400.00
X	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	973	SQ YD	\$165.00	\$160,545.00
X	42000060	WELDED WIRE REINFORCEMENT	86	SQ YD	\$24.00	\$2,064.00
X	78001130	PAINT PAVEMENT MARKING - LINE 6"	502	FOOT	\$5.50	\$2,761.00
X	78001150	PAINT PAVEMENT MARKING - LINE 12"	144	FOOT	\$10.50	\$1,512.00
X	78001180	PAINT PAVEMENT MARKING - LINE 24"	16	FOOT	\$22.00	\$352.00
X	X42000885	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	54	SQ YD	\$480.00	\$25,920.00
Total						\$197,554.00

RE-BID #2025-25 WYLIE DR & MAPLE HILL RD INTERSECTION IMPROVEMENTS

Alternate Bid #2 The proposed improvements for the Alternate Bid #2 include a hot-mix asphalt pavement structure and thermoplastic pavement markings. Contractors are required to select Alternate Bid #1 or Alternate Bid #2 in addition to the Base Bid. Contractors are not required to bid on all alternate bids.

EVALUATION TABULATION
ITB - PLA No. Re-Bid #2025-25
Wylie Dr & Maple Hill Rd Intersection Improvements

Re-Bid #2025-25 Wylie Dr & Maple Hill Rd Intersection Improvements							Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	40600275	BITUMINOUS MATERIALS (PRIME COAT)	2311	POUND	\$0.00	\$0.00		
X	40600290	BITUMINOUS MATERIALS (TACK COAT)	231	POUND	\$0.00	\$0.00		
X	40701866	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 9 1/4"	1027	SQ YD	\$0.00	\$0.00		
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	502	FOOT	\$0.00	\$0.00		
X	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	144	FOOT	\$0.00	\$0.00		
X	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	16	FOOT	\$0.00	\$0.00		
Total							\$0.00	



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the First Amendment for the FY 2025 Sewer Rehabilitation (Bid #2025-07) Agreement with Hoerr Construction, Inc., in the Amount of \$226,700.40, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: If approved, the City will amend the FY 2025 Sewer Rehabilitation Agreement to include an additional \$226,700.40 to pay for additional unplanned work related to the program. On August 12, 2024, Council approved a construction agreement with Hoerr Construction, Inc. for the FY 2025 Sewer Rehabilitation Agreement, in the amount of \$1,773,299.60. The agreement included \$105,000 to address unforeseen issues that might arise during construction.

Following the approval of the agreement, the Illinois Department of Transportation ("IDOT") announced its plans to bid the reconstruction work of Business 51 in early 2025. The City is responsible for maintaining the sewers underneath Business 51 and multiple sewers need to be repaired before the reconstruction of Business 51. There are also several mainline sewer junctions without manholes along Business 51 making it extremely difficult for Public Works to properly maintain these sewers without manholes access at these junctions.

The extra work required exceeds the amount for unforeseen issues included in the original agreement. The budgeted amount for Sewer Rehabilitation for FY 2025 was \$2,000,000. This amendment would dedicate the additional funds up to the budgeted amount to the Sewer Rehabilitation Agreement and allow the City to complete the necessary sewer repairs and add necessary manholes on Business 51 before its reconstruction by IDOT.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will amend the FY 2025 Sewer Rehabilitation Agreement with Hoerr Construction, Inc., in the amount of \$226,700.40. The additional funds will be paid out of the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 149, 226, 334, 336, and 337.

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:

[ENG 4B Ordinance](#)

[ENG 4C Ordinance - Exhibit A - Agreement Amendment](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FIRST AMENDMENT FOR THE FY 2025 SEWER REHABILITATION (BID #2025-07) AGREEMENT WITH HOERR CONSTRUCTION, INC., IN THE AMOUNT OF \$226,700.40

WHEREAS, the City of Bloomington ("City") has previously authorized an agreement with Hoerr Construction, Inc., for the FY 2025 Sewer Rehabilitation Agreement (August 12, 2024, Ordinance 2024-061); and

WHEREAS, Council approved the original agreement with Hoerr Construction, Inc., for the FY 2025 Sewer Rehabilitation Agreement on August 12, 2024 (Ordinance No. 2024-061), in the amount of \$1,773,299.60; and

WHEREAS, following the approval of the agreement, the Illinois Department of Transportation ("IDOT") announced its plans to bid the reconstruction work of Business 51 in early 2025. The City is responsible for maintaining the sewers underneath Business 51; and

WHEREAS, the PROJECT will consist of the repair of multiple sewers before the reconstruction of Business 51. Additionally, the installation of several manholes along Business 51 mainline sewer junctions to allow Public Works improved access to sewers for maintenance; and

WHEREAS, the City has dedicated \$1,773,299.60 of budgeted funds for the FY 2025 Sewer Rehabilitation Agreement; and

WHEREAS, Hoerr Construction, Inc. will require additional funds for supplementary work generated by IDOT's upcoming reconstruction of Business 51; and

WHEREAS, it is desired to proceed with additional construction by extending the Hoerr Construction, Inc. agreement through an Agreement Amendment for a total agreement amount of \$2,000,000 with the additional \$226,700.40 being added by the Amendment (Exhibit A). The amendment is germane to the original agreement as signed; and

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

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

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

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

SECTION 3. Ordinance Number 2024-061 (the FY 2025 Sewer Rehabilitation Agreement) is hereby amended by the Agreement Amendment presented in Exhibit A.

SECTION 4. Except as provided for herein, Ordinance Number 2024-061 shall remain in full force and effect.

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

SECTION 6. This Ordinance shall take effect immediately after approval.

SECTION 7. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR FY 2025 SEWER REHABILITATION AGREEMENT WITH HOERR
CONSTRUCTION, INC., REGARDING ADDITIONAL WORK**

This First Amendment, made and entered into this ___ day of February 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and HOERR CONSTRUCTION, INC. (hereinafter "HOERR"), WITNESSETH that:

WHEREAS, on August 12, 2024, an Agreement for the FY 2025 Sewer Rehabilitation Agreement ("Agreement") was made between the CITY and HOERR for rehabilitating sewers and related items in various Bloomington locations; and

WHEREAS, ILLINOIS DEPARTMENT OF TRANSPORTATION has announced plans to bid a full reconstruction of BUSINESS 51 in early 2025; and

WHEREAS, CITY has determined there is need for additional repairs along BUSINESS 51 not originally included in the Agreement that include lining sewers, installing manholes, and changes in quantities and extents of work; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional TWO HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS AND FORTY CENTS (\$226,700.40) to complete additional repairs;

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

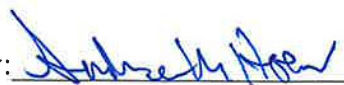
1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. Exhibit B Payment Terms shall be modified as follows:
Replace total of \$1,773,299.60 with \$2,000,000.
3. In all other respects the FY 2025 Sewer Rehabilitation Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the FY 2025 Sewer Rehabilitation Agreement this day and year first above written.

CITY OF BLOOMINGTON

HOERR CONSTRUCTION, INC.

By: _____
Its City Manager

By:  _____
Its Manager/Principal

ATTEST:

ATTEST:

By: _____
Its City Clerk

By:  _____
Its Secretary



CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Green Top Grocery Cooperative (Applicant), located at 921 E. Washington St., is Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales) Liquor License.

After Public Hearings on January 14, 2025, and February 11, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearings are attached. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on January 5, 2025, in *The Pantagraph*. 66 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAPS Liquor License is \$2,800 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.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application - Green Top Grocery](#)

[CLK 2C 02/11/2025 DRAFT Liquor Commission Minutes - Green Top](#)

[CLK 2D 01/14/2025 DRAFT Liquor Commission Minutes - Green Top](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Green Top Grocery Cooperative d/b/a Green Top Grocery

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
- Email Detailing Change in Classification
- Email Detailing Amendment to Original Request
- Letter of Support from Surrounding Businesses
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form

Ownership

- Green Top Grocery Cooperative, 100%

Items Due Before License Issuance

- Bond
- Insurance
- ECD Inspection
- Health Dept. Inspection

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)	Green Top Grocery Cooperative
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Green Top Grocery
Legal Entity Address (including City, State, and Zip)	921 E Washington Ave St.
Legal Entity Phone Number	309-306-1523
Legal Entity Email Address	gm@greentopgrocery.com
Establishment Address including Zip	921 E Washington Ave St.
Establishment Phone Number	309-306-1523
Establishment Email Address	gm@greentopgrocery.com
*Email Address for ALL City Communications:	gm@greentopgrocery.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
Allison Smith	Bloomington	IL	61701
Phone Number	Email Address		
309-306-1523	gm@greentopgrocery.com		

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

Name (First & Last)	City	State	Zip
Chet Boyle	Bloomington	IL	61701
Phone Number	Email Address		
309-306-1523			

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

Name (First & Last)	City	State	Zip
Same as above			
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 (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
S	Sunday (Fee applies to all except CA & CB)	\$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 ☒ 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?

Selected
N on
accident



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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Grocery Store
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) PAP
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ 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>
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
PAP for on premise Pouring including Sundays
7. If approved, how would the liquor license benefit the City and its residents? _____
continues community support
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
during samplings and promotional events we have small 2-4 piece bands
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ 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? _____
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8	8
Tuesday:	8	8
Wednesday:	8	8
Thursday:	8	8
Friday:	8	8
Saturday:	8	8
Sunday:	8	8
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
mix of residential and commercial properties
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
10-5, 10-6
 - 2B. Is the area predominately residential, are they single or multi-family homes?
There is a mix of single and multi family
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
E Washington/McClun
4. How much additional traffic is expected to be generated with a liquor license? _____
4 outdoor events a year and private parties in the teaching kitchen
5. Describe any and all on- and off-street parking: _____
Large parking lot
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

**Responsibility:**

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

Please provide any additional information significant to this application:

Currently hold liquor license. Looking for change to pour on premises

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.

Allison Smith

GM

Name (Please Print)

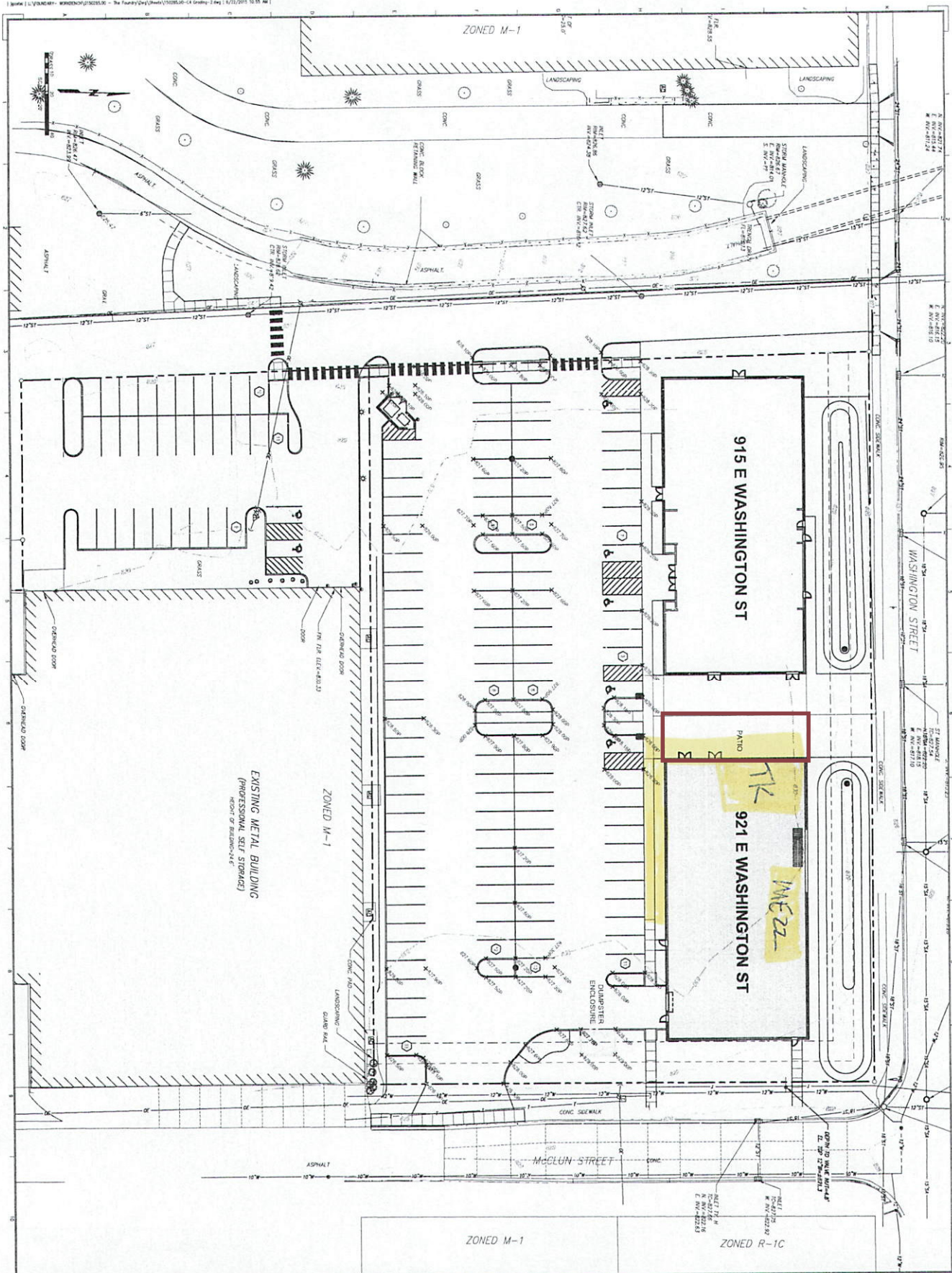
Title

11/23/2024

Signature

Date

02/04/25 Added red outline to area below that the business is requesting to be included in their premises. Areas outside the building highlighted in yellow can be disregarded per the applicant. -alara



the Foundry

911 & 921 E Washington St.
Bloomington, Illinois

Date: 6-25-2015

Design/Drawn: [Signature]

Reviewed: [Signature]

Book No.: [Blank]

Field: [Blank]

Farnsworth GROUP

2709 N. KASAKY / DENVER, IL 61801

309.630.5823 / info@farnsworthgroup.com

EXHIBIT A

SITE PLAN

DESIGN DEVELOPMENT

NOT FOR CONSTRUCTION

02/04/25 The red boxes below show the applicant's building. -alara

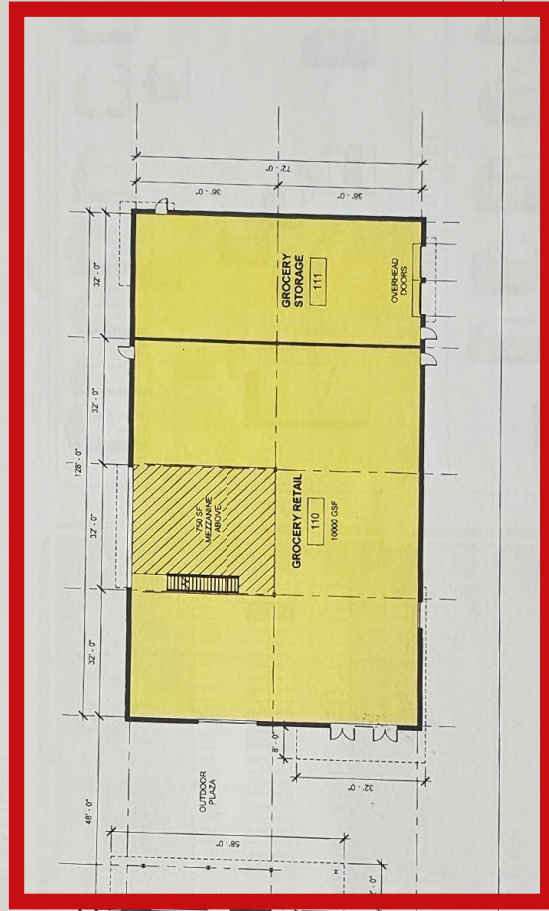


SOUTHWEST CORNER - Green Top entrance

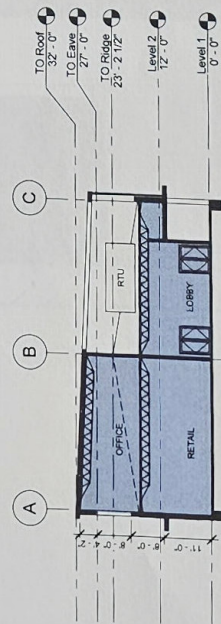
the **FOUNDRY** - 911 & 921 E Washington St., Bloomington, IL 61704

WUHK BENCH
a building collaborative

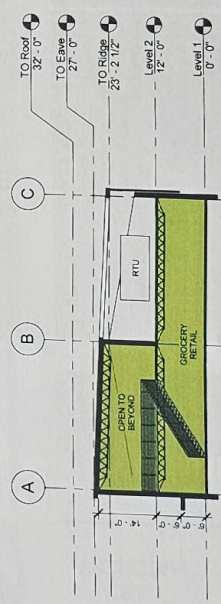
02/20/15



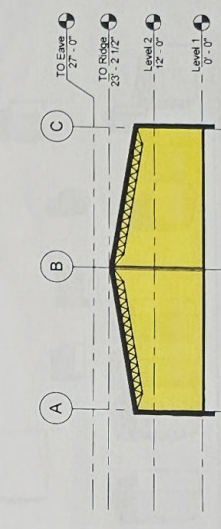
11 LEVEL 01
1/16" = 1'-0"



21 BUILDING SECTION - MEZZANINE
1/16" = 1'-0"



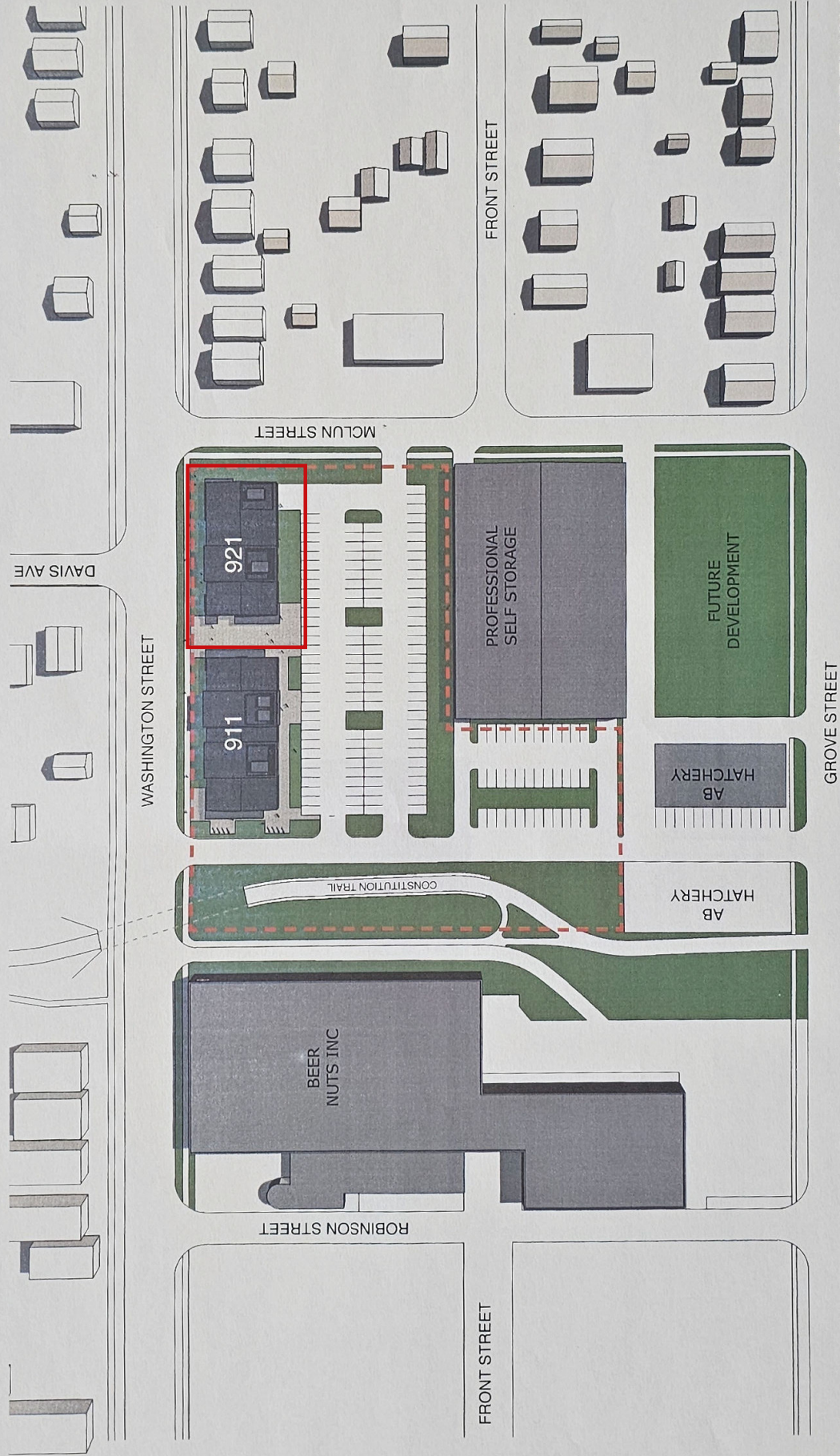
22 BUILDING SECTION - MEZZANINE
1/16" = 1'-0"



23 BUILDING SECTION - TYPICAL
1/16" = 1'-0"

WORKBENCH
a building collaborative

the **FOUNDRY** - 911 & 921 E Washington St., Bloomington, IL 61704



WORKBENCH
a building collaborative

the **FOUNDRY** - 911 & 921 E Washington St., Bloomington, IL 61704

02/20/15

The following item was presented:

Item 5. A. Continued Public Hearing and Action on an Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales) Liquor License and a Redefinition of Premises to include the adjacent Patio Area.

Commissioner Mwilambwe opened the Public Hearing at 4:05 p.m.

Leslie Yocum, City Clerk, provided a report on the status of the application and mentioned that a call with the Applicant's representative had occurred between Mrs. Yocum, Ashley Lara, Records & Licensing Specialist, and Allison Smith, General Manager of Green Top Grocery Cooperative. The call included Mrs. Yocum providing clarification and education to the Applicant on numerous permit types. She explained that the Applicant following the call had requested to amend the application to include only the patio space west of the building, and no longer including the sidewalk to the south of the business. Mrs. Yocum clarified that the existing lease outlined the Applicant's exclusive use of the patio area.

Commissioner Mwilambwe confirmed that the exterior redefinition of premises would now only include the patio area. Mrs. Yocum agreed.

Assistant Corporation Counsel George Boyle noted that staff were supportive of the patio area and explained that Chris McAllister, Building Safety Official, would address concerns with the provided site plans.

Allison Smith, General Manager of Green Top Grocery Cooperative, after being sworn, addressed the Commission. Ms. Smith explained that the motivation behind the requested changes were to increase networking and event opportunities. She indicated she wanted to amend the request to include the first floor, west of the mezzanine, and the mezzanine, in addition to the patio area. She explained the reason for the additional space inside the store was because customers would travel through the space to get to the mezzanine and patio area.

Commissioner Mwilambwe asked how alcohol would be monitored in the patio area to prevent underage drinking. Ms. Smith explained that she would be open to suggestions, such as required fencing, and noted that the events would be small, intimate gatherings with no more than 50 attendees. She stated that all alcohol sales would be done through the register where identification would be checked each time and stated that staff would monitor the approved areas.

Commissioner Mwilambwe asked what a typical event would look like. Ms. Smith explained that all alcohol sales would be run through the register, with the exception of some special events that could require sales outside. She noted that for typical events, food and non-alcoholic beverages would be sold at an outdoor booth, and customers would be required to go inside to purchase any alcoholic beverages.

Ms. Smith stated that she believed that outside gatherings would have around 30 people six or so times per year. She mentioned that on nice days, customers could come in for lunch, purchase a beer, and then enjoy it outside on the patio.

Commissioner Mwilambwe asked how closely alcohol would be monitored after purchase and gave the example of someone underage but passing for 21 sitting with the person who purchased the alcohol. Ms. Smith explained that they had stringent processes in place at the registers and noted that there were glass windows that overlooked a majority of the patio for

visibility. She stated that they currently did not have staff monitoring the area but would work with staff to ensure proper monitoring would occur.

Commissioner Mwilambwe mentioned that in the past, some establishments provided wristbands to those who were 21+. Ms. Smith noted that wristbands would be considered for bigger events, but not when someone would just purchase alcohol to consume on the patio.

Commissioner Mwilambwe verified the hours of operation and asked if all staff would be BASSET Certified. Ms. Smith stated the hours are 8 a.m. to 8 p.m. and that staff were trained.

Commissioner Mwilambwe ask if other staff had input.

Mr. McAllister recommended that the redefinition of premises be modified to include the mezzanine area, the first floor west of the mezzanine, and the patio area as described. He noted that the occupancy for the mezzanine space was 49 and requested that for events, the mezzanine area be set up with chairs and tables to avoid standing-room-only because the space did not have enough exits to accommodate more.

Asst. Chief of Police, Paul Williams, asked if people would be permitted to walk around the store with open alcohol, or if consumption would be confined to the teaching kitchen area. Ms. Smith clarified that she did not envision open alcohol in the aisles and that alcohol consumption would be limited to the teaching kitchen area during events. She stated that if it were a nice day, customers could walk from the teaching kitchen to the outside patio with a beverage. Asst. Chief Williams expressed concern about the logistics of monitoring who was providing alcohol to whom, especially if there were underage individuals present. Ms. Smith said they would need to come up with a system to address it, and asked if the Commission had any particular regulations they would recommend in that regard.

Asst. Chief Williams noted that this type of arrangement, with the ability to move alcohol from the interior teaching kitchen to the exterior patio, was not something they had seen elsewhere in Bloomington. He expressed concern about the logistics of customers walking through the store with open alcohol to get to the patio. Ms. Smith clarified that the patio area was restricted to their specific leased space and that customers would not be able to venture beyond that into the parking lot. Asst. Chief Williams reiterated that open alcohol and moving cars are a bad combination, so he was glad the events would be confined to the patio area.

Commissioner Mwilambwe agreed with Asst. Police Chief Williams that a system would need to be put in place regarding monitoring underage drinking after the purchase was made.

Ms. Smith described the variety of events she was hoping to host, from small networking gatherings to larger sampling events, and stated she would work with staff to develop appropriate monitoring procedures.

Asst. Police Chief Williams asked if there was a camera facing the patio that could record in the event someone was violating the rules. Ms. Smith noted that while there were no cameras on the patio area, the Professional Storage building to the south had several cameras that pointed toward the patio space.

Mr. Boyle asked if the site plan Mr. McAllister requested was submitted. Ms. Yocum explained that the plan on file included the areas detailed in the amended request. Mr. McAllister noted that a markup was made and asked Ms. Smith to formalize the plan so it could be provided.

Mr. Boyle confirmed that outside of the formalized site plan and occupancy limits of the mezzanine area, Mr. McAllister had no additional concerns. Mr. McAllister confirmed and noted

that a physical occupancy sign would be required to be posted. Ms. Yocum stated that the occupancy limit could be noted on the license as well.

Ms. Yocum asked if occupancy limits were issued to outdoor spaces. Mr. McAllister answered no, but explained that if the area were fenced in, it could be assessed as well to ensure the amount of exits and other safety concerns were taken into account.

Commissioner Mwilambwe asked if the area would be fenced in or if there would be some type of separation made clear. Ms. Smith explained that for events she would be open to some type of fencing, but that they would not have fencing permanently

Ms. Yocum clarified the difference between permit types for larger events versus the redefinition of the primary premises that were being discussed.

Mr. Boyle noted that the Commissioner had the option to place a condition restricting the sale of certain types of alcohol.

Commissioner Mwilambwe explained that he was not concerned about the amount of alcohol sales, but wanted to feel more comfortable with the plan to monitor the patio area and ensure underage individuals did not access or consume alcohol. Ms. Smith discussed potential measures, such as the addition of signage prohibiting underage consumption, the restriction of patio tables to areas with clear visibility from inside the store, and closely monitoring each party. Commissioner Mwilambwe emphasized the importance of having a plan in place, beyond the reliance on signage, to address the concerns raised.

Ms. Smith discussed potential measures to monitor the patio area, acknowledging the challenges. She noted that it was a common thing for people to have alcohol in restaurants with underage also at the table. She confirmed there would not be staff at each table and emphasized that the amount of alcohol purchased and consumed would most often be small and easier to monitor. She proposed restricting consumption to a fenced-off area to better control access for larger events. She explained that the majority of their customers were familiar faces, so unfamiliar individuals would be more noticeable. She noted that they would work to implement appropriate measures to address their concerns about underage consumption.

Commissioner Mwilambwe 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 4:35 p.m.

Commissioner Mwilambwe approved the amended Redefinition of Premises request to include the teaching kitchen, the mezzanine and the first floor West of the mezzanine, in addition to the defined patio area, and positively recommended the Change in Classification to Council as presented.

The following item was presented:

Item 5. B. Review Sanctions on a Citation Issued to TVEO Corporation, d/b/a Eric's Too, located at 921 Maple Hill Rd., for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Assistant Corporation Counsel George Boyle reported that this was the fourth sale to an underage person in the last two years and explained that the establishment was fined \$1,600 with a single day of suspension, which was paid. He noted there were issues with the establishment selling alcohol during the suspension period, and the Commission was in negotiations with the establishment to determine additional sanctions.

Commissioner Mwilambwe opened the Public Hearing at 4:06 p.m.

Rachel Jones, Owner of Around the Corner, Inc. (Applicant), and Elizabeth Beran, General Manager of the establishment, after being sworn, addressed the Commission. Ms. Jones explained that when the establishment originally opened, they were unsure if they could meet the threshold of food revenue outlined in the Code for a restaurant license. She stated they now know they can meet the food threshold and would like young adults to be able to visit the establishment without a parent or guardian present. She mentioned that at least 60% of the revenue was received from food regularly so moving away from the tavern license made sense.

Commissioner Mwilambwe asked how the business would be prepared to handle an increase in traffic. Ms. Jones explained that they already check identification at each table before serving and would increase staff, if necessary, due to additional customers. She did not believe the change in classification would result in a large increase in traffic but would allow them to not be strict with ages entering to eat.

Commissioner Meister questioned if the hours of operation would remain the same and wanted to verify that all staff who serve would be BASSET Certified. Ms. Jones answered yes to both.

George Boyle, Asst. Corporation Counsel, confirmed that Ms. Jones was aware of the requirements of a Class R license where revenue was concerned. Ms. Jones answered yes. Mr. Boyle asked if the business had a plan in place to deter minors from entering the video gaming area. Ms. Jones explained that the gaming room was separate, and signs were posted to make customers aware of the regulations regarding age.

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

Commissioner Mwilambwe closed the Public Hearing at 4:12 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:14 p.m.

Mary O'Mara, Operations Manager for Green Top Grocery Cooperative (Applicant), after being sworn, addressed the Commission. She explained that they planned to allow on-site alcohol consumption in specific areas of their store, including the mezzanine, teaching kitchen, and patio, as highlighted on the provided map. She shared that they had held various events in the mezzanine space and teaching kitchen but had not allowed alcohol. She clarified that the patio area was a shared space, but that their landlord had indicated they could use a designated section under their awning.

George Boyle, Asst. Corporation Counsel, stated that the provided map was marked Exhibit A.

Commissioner Meister asked if there would be a bar area in the mezzanine or if they would buy alcohol and then take it to that area. Ms. O'Mara explained that customers would purchase alcohol and then it would be brought to the teaching kitchen and mezzanine area. She noted that they would also be interested in outdoor events that would allow beer to be served in addition to non-alcoholic items to increase sales.

Commissioner Meister asked if the event spaces mentioned previously would be rented out. Ms. O'Mara explained that rentals were offered in the teaching kitchen and that they wanted customers who attended cooking classes to be allowed to pair the food with wine. She noted they also held birthday parties and would love to have alcohol available for those as well.

Commissioner Meister asked what the occupancy would be for either of the areas. Ms. O'Mara estimated that the mezzanine would be around 10-15 people and the teaching kitchen around 20 people.

Commissioner Meister asked if wine could be corked and taken to go if someone did not finish a bottle. Mr. Boyle stated that the State had regulations for that type of situation.

Commissioner Meister verified that all employees would be BASSET certified. Ms. O'Mara confirmed.

Commissioner Meister asked how underage drinking would be monitored. Ms. O'Mara explained that identification would be checked at the time of purchase and noted that was existing practice. She added that the store was small, and a lot of customers would not be there at one time. She also explained that staff would continuously monitor the approved areas.

Commissioner Mwilambwe asked if alcohol would be purchased from the register and then taken to the approved areas. Ms. O'Mara confirmed and added that the purpose of the request would not be for daily use, but for events and use of the rental space. She estimated the additional spaces would be used once per month.

Commissioner Mwilambwe asked what the typical hours would be. Ms. O'Mara answered that most events run 2-3 hours.

Commissioner Mwilambwe asked for clarification about the shared patio space. Ms. O'Mara referred to Exhibit A to show the patio space and noted that the landlord was supportive of the venture.

Chris McAllister, Building Official, expressed concern about the floor plan stating that he would like to better evaluate the requested spaces to understand where alcohol would be served and how each space would be used in terms of occupancy.

Paul Williams, Asst. Police Chief, noted the outdoor event that had been referenced and asked how many people had attended in the past. Ms. O'Mara estimated there were 300 to 500 people throughout various events and indicated on the map where the parking lot had been blocked off.

Asst. Chief Williams asked if alcohol would be permitted to be consumed in the parking lot during the events. Ms. O'Mara explained that she did not believe they would plan to have alcohol consumed there and pointed out that they recently purchased items to use for crowd control.

Leslie Yocum, City Clerk, noted that if alcohol were approved, there would be additional applications needed when hosting future parties. Ms. O'Mara clarified that if the Commission was more comfortable with it, alcohol could be restricted to designated areas.

Commissioner Mwilambwe noted Green Top's estimate of 300-500 people attending their outdoor events and asked over what timeframe they anticipated those larger crowds. Ms. O'Mara responded that the 300-500-person estimate was likely an overestimate, and that the events were actually more in the range of 250-350 people over the course of 3-4 hours.

Commissioner Mwilambwe asked if Ms. O'Mara would say the past events felt crowded. Ms. O'Mara noted that they were their biggest days of the year and that the events attracted many new customers.

Commissioner Mwilambwe acknowledged that the crowd size estimates were important factors to consider. He noted that if the events were more sparsely attended, even with 300 people over several hours, it may be easier to manage and monitor the situation. He indicated they seemed to have an issue with the outdoor patio space that needed further definition, rather than an issue with the indoor spaces.

Mr. McAllister clarified that he was more concerned about the indoor spaces, rather than the outdoor patio area. He explained that the indoor spaces, where people would be more contained, were his primary focus to ensure they had a firm understanding of those areas. He noted that the outdoor event spaces were typically more controlled through means like temporary fencing, so his main concern was getting a better handle on the details of the indoor spaces.

Mr. Boyle confirmed that the mezzanine and teaching kitchen spaces were exclusively possessed by Green Top, with no other tenants sharing those areas, and that the license request covered all types of spirits, not just beer and wine. Ms. O'Mara confirmed. Mr. Boyle noted that Commissioner Mwilambwe had alluded to some concerns about the outdoor tent area. He explained that from a legal perspective, they would need to check whether Green Top had exclusive lease rights to that tent area, or if it was considered a common leasehold shared with other tenants. Ms. O'Mara stated that she did not know how the area was outlined specifically in terms of the lease.

Mr. Boyle explained that the issue with the outdoor tent area was more of a redefinition of premises rather than just a reclassification of the license. He said that from a legal perspective, he would recommend setting this part of the request for review next month, so they could work with Green Top to straighten out the details around their rights and responsibilities for that shared outdoor space. He noted that State law requires a liquor license to be tied to specific premises that the licensee either owns or has a lease for and with common areas like the tent space, the legal implications around responsibility and insurance become more complex, so he wanted to ensure they had a clear understanding of Green Top's rights and lease terms for that area before moving forward.

Commissioner Mwilambwe asked if the awning went around the entire highlighted area in Exhibit A. Ms. O'Mara answered no and said it was only in the area for the patio. She noted that they included the sidewalk area because that is where they would generally set up booths for outdoor events.

Commissioner Mwilambwe agreed to continue the application for review at next month's meeting to allow time for Mr. McAllister to review the details of the indoor spaces, and for Mr. Boyle to follow up on the lease and insurance implications of the shared outdoor area.

Commissioner Mwilambwe closed the Public Hearing at 4:35 p.m.

Commissioner Mwilambwe continued the Item until the February 11, 2025, Liquor Commission meeting.

The following item was presented:

Item 5. C. Continued Public Hearing and Action on an Application from Ma Bhavani, LLC, d/b/a Bidi Smoker, located at 2303 E. Washington St., Suite 1, Requesting Approval for the Creation of a Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:36 p.m.

Mayur Patel, Owner of Ma Bhavani, LLC (Applicant), and Hiteshkumar Patel, General Manager of Bidi Smoker, after being sworn, addressed the Commission. Mr. Mayur Patel explained that they had received requests from customers that the business had top-selling alcohol items in addition to tobacco. He stated that if they were approved, it would be good for both the business and the City.

Commissioner Meister expressed concern about the location of the establishment being in a congested area with several other businesses. She also noted that in the previous Hearing, it was discussed that there was no rear access to the building. Mr. Hiteshkumar Patel explained that there was a back entrance available with additional parking. He noted that in the past two years, the parking area was not as busy all day and that there seemed to only be certain busy times throughout the day.

Commissioner Meister asked how much of the store would be dedicated to alcohol versus to the smoke shop. Mr. Hiteshkumar Patel explained that the smoke shop would remain the same and that only two aisles would be dedicated to alcohol. He noted they would also keep alcohol behind the counter due to limited floor space.

Commissioner Meister asked more about the additional parking. Mr. Hiteshkumar Patel stated that there was parking available in the front, on the side, and behind the store.

Commissioner Mwilambwe asked for clarification about a comment made previously regarding the store selling popular alcohol items. Mr. Hiteshkumar Patel explained that they would sell specific popular brands.

Commissioner Meister asked what the hours of operation were. Mr. Hiteshkumar Patel and Mr. Mayur Patel both confirmed they were open from 8 a.m. to 10 p.m.

Commissioner Mwilambwe asked how many people on average generally came into the store at one time. Mr. Hiteshkumar Patel stated that about 30-40 customers visited per day. Commissioner Mwilambwe asked how many more customers they anticipated with alcohol sales. Mr. Hiteshkumar Patel answered that they expected about 10 additional customers per day.

Paul Williams, Asst. Police Chief, asked if they anticipated a change in hours of operation if approved. Mr. Hiteshkumar Patel answered that they would be open to modifying hours if the City required it. Asst. Chief Williams confirmed that they had no plans to change the hours. Mr. Hiteshkumar Patel confirmed.

George Boyle, Asst. Corporation Counsel, asked if they would be open to a condition being placed on the license that would require the store to close at 10 p.m. Mr. Hiteshkumar Patel stated that in the warmer months, they would potentially want to close at a later time.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Waiving the Formal Bidding Requirements and Approving an Agreement with Front and Center Property, LLC for the Purchase of a Downtown Parking Complex in the Amount of \$3,929,189.14, and Approving an Agreement Regarding the Donation of Certain Real Property, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 4c. Preservation of property/home valuations

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: City staff are proposing a bold plan to further revitalize the downtown, with two key redevelopment agreements that, if approved, will preserve a historic landmark, remove long-standing blighted properties, and add much-needed parking.

Under an agreement with Consolidated Properties LLC, the historic former Commerce Bank Building at 120 N. Center St. will be essentially donated to the City for future housing development (the City will only help cover some property tax - approximately \$20,000). The City is actively working with potential developers to transform the property into housing using tax credits.

A separate agreement with Catalyst Construction will facilitate the demolition of several vacant and deteriorating buildings to create immediate surface parking. Catalyst has acquired interests in the Front & Center building, the adjacent DUI Countermeasures building, and the former Elks building across the street. Under the agreement, Catalyst will demolish these structures, and ownership of the properties will transfer to the City upon completion. The project will add approximately 140 new parking spaces, supporting downtown businesses, visitors, housing, and events at Grossinger Motors Arena.

A portion of the Elks property will be preserved to honor its historical significance as part of the lot design. The City will pay \$3.93 million to Catalyst for the properties, which includes demolition and the construction of surface parking, with all work required to be completed at prevailing wage.

As part of the agreement, the City will also drop its legal action against Consolidated

Properties related to the Front & Center and Elks buildings and waive any associated fines.

The Front & Center and Elks buildings have remained vacant and deteriorating for years, posing ongoing challenges for redevelopment and downtown revitalization efforts. Despite multiple attempts to repurpose the properties, no financially viable solutions emerged, leaving them as obstacles to progress. With structural conditions continuing to decline and redevelopment prospects proving impractical, the City is taking proactive steps to remove these long-standing barriers and create new opportunities for investment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the development and purchase of real property, in an amount of \$3,929,189.14 will be included in the pending Fiscal Year (FY) 2026 Capital Improvement Fund-Land account budget (40100100-72510). Since General Fund Reserves will be utilized for this expense, a transfer will also be budgeted from that fund to the Capital Improvement Fund. This transfer will be budgeted in the General Fund Transfer-To Capital Improvement Fund account (10019180-89410). If no other changes are executed to the pending FY 2026 budget, the estimated FY 2026 ending General Fund reserves will be approximately \$33.6M. The FY 2026 Budget is scheduled to be adopted on April 14, 2025.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Senior Deputy City Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

[ADM 3C Ordinance- Exhibit A - Parking Project Agreement](#)

[ADM 3D Ordinance- Exhibit B - Donation Agreement](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH FRONT AND CENTER PROPERTY, LLC FOR THE PURCHASE OF A DOWNTOWN PARKING COMPLEX IN THE AMOUNT OF \$3,929,189.14 AND APPROVING AN AGREEMENT REGARDING THE DONATION OF CERTAIN REAL PROPERTY

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 is authorized to waive the technical bidding and other contractual requirements, pursuant to City Code Chapter 16; and

WHEREAS, Front and Center Property, LLC, ("Contractor") has reached agreements, contingent upon approval of all related agreements, with the owners of the several real properties located in downtown Bloomington with the intent of constructing parking areas for acquisition by the City to use as much needed downtown public parking ("Project"); and

WHEREAS, the proposed Project agreement, ("Agreement"), attached hereto as Exhibit A, calls for the Contractor to raze buildings that have been vacant and decaying for many years, as well as the DUI Countermeasure's building, and construct upon these parcels parking lots; and

WHEREAS, in addition, Consolidated Properties, LLC 120 Center Series, the current owner of the former Commerce Bank Building ("Owner"), has agreed to donate the property to the City for future housing development in exchange for an amount equal to the 2024 and prorated 2025 property taxes on this property (approximately \$20,000), attached hereto as Exhibit B; and

WHEREAS, with this Project the City is committed to fostering a balance between historical preservation and modern development, ensuring the property becomes a lasting asset to the community for years to come; and

WHEREAS, the Contractor has proposed a design that is intended to preserve and honor the historical aspects of the Elks Club structure as further described in the Scope of Work attached to the Agreement (Exhibit A); and

WHEREAS, the City will work with the future developer(s) of the Commerce Bank building to ensure that the work to transform that property from its currently vacant state into a productive and vibrant space will likewise honor and preserve the building's historical significance; and

WHEREAS, utilizing Contractor to complete the Project is the most efficient means for the City to resolve long-standing issues with the condition of these properties while meeting the needs of its citizens and visitors and advancing the City's goals to reimagine and renew the downtown space; and

WHEREAS, accepting the donation of the Commerce Bank Building provides the opportunity to further advance the City's downtown development objectives while providing an opportunity to meet the need for additional housing; and

WHEREAS, City staff recommends that the Council waive the formal bidding requirements and approve the Agreement (Exhibit A) with the Contractor for the purchase of a downtown parking complex in the amount of \$3,929,189.14, and approve the Donation Agreement with Owner (Exhibit B) to accept the donation of the Commerce Bank Building; and

WHEREAS, the City Council finds it in the best interests of the City to waive the formal bidding requirements and approve the Agreement (Exhibit A) with Front and Center Property, LLC for the purchase of a downtown parking complex; and

WHEREAS, the City Council further finds that it in the best interests of the City to waive the formal bidding requirements and approve the Donation Agreement (Exhibit B) with Consolidated Properties, LLC 120 Center Series and accept ownership of the Commerce Bank Building.

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 the formal bidding requirements are waived.

Section 2. The City Manager, or their designees, are authorized to execute the proposed agreement (Exhibit A) with Front and Cetner Property, LLC for the purchase of a downtown parking complex, and the proposed agreement (Exhibit B) with Consolidated Properties, LLC 120 Center Series to acquire ownership of the Commerce Bank, and all other necessary documents to complete the transactions.

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

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

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

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

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A TO THE ORDINANCE

AGREEMENT FOR THE PURCHASE OF A DOWNTOWN PARKING COMPLEX

This Agreement (the "Agreement") is made and entered into on this ____ day of February, 2025, by and between **Front and Center Property, LLC**, an Illinois Limited Liability Company with a principal address at 216 E. Grove St, Ste 2100, Bloomington, IL 61701 (hereinafter referred to as the "Contractor"); and **The City of Bloomington**, a Municipal Corporation and Body Politic, with a principal address at 115 E. Washington Street, Suite 402, Bloomington, Illinois, 61701 (hereinafter referred to as "City"). Owners (as defined in the following recital), Contractor, and City are sometimes jointly hereinafter referred to as the "Parties," and each individually sometimes as a "Party."

RECITALS

WHEREAS, **Consolidated Properties, LLC, 120 Center Series**, an Illinois Limited Liability Company, and **Front N Center, Inc.**, an Illinois Corporation, both with a principal address at PO Box 9565, Peoria, IL 61612 (hereinafter collectively referred to as "Owners") are the sole owners of two properties located in Bloomington, Illinois and commonly referred to as (1) the "Front and Center Building," 102 N. Center St., and (2) the "Elks Club Building," 110 N. Madison St., the legal descriptions for which are contained in Exhibits A and B attached hereto; and

WHEREAS, the Owners or their affiliates also own and possess a third property located in the City of Bloomington and commonly known as the "Commerce (formerly "Peoples") Bank Building," 120 N. Center St. (hereinafter "Bank"), the legal descriptions for which is contained in Exhibit C to this Agreement; and

WHEREAS, a fourth property located at 110 N. Center Street, Bloomington, Illinois, commonly referred to as the DUI Counter Measures Building ("DUI Building"), the legal description for which is contained in Exhibit D, shall also be acquired by the Contractor and included in the Project plan; and

WHEREAS, the City, the Contractor, and the Owners of the four properties referenced above (collectively hereinafter the "Properties") have negotiated the terms of separate agreements whereby the Contractor will acquire the Front & Center Building, the Elks Club Building, and the DUI Building, and the City will acquire the Bank (collectively the "Related Agreements"), the legal descriptions of each property are attached hereto and incorporated by reference as Exhibits A, B, C, and D; and

WHEREAS, the City, upon acquisition of the Bank property, will subdivide the parcel separating the building from the parking and drive thru area and will transfer to the Contractor the areas currently containing the parking and drive thru; and

WHEREAS, the Contractor, upon acquisition of the Properties shall construct a parking lot or lots upon the Properties, including the Bank drive thru/parking area and excepting the

Bank building (the “Project”) as further described in the Scope of Work, attached hereto as Exhibit E; and

WHEREAS, to align with the City’s goals to reimagine and renew the Downtown space, the City desires to purchase the completed parking lot or lots located upon the Properties, and, contingent upon the satisfactory completion of the terms set out herein and in the Related Agreements; and

WHEREAS, on January 30, 2024, the “Front and Center Building” received 53 separate Building and Safety Code Violations and was subsequently condemned by City of Bloomington Building Safety Inspectors on February 26, 2024; and

WHEREAS, due to the above referenced outstanding violations, the City has filed an action in Administrative Court Case 2024-AC-0103 against the Owner(s) of the 102 N. Center property in which the City asserts it is entitled to fines and interest currently totaling an amount in excess of \$314,600.00 plus additional daily fines and interest; and

WHEREAS, the City and Owners have agreed to stay the accrual of the daily fines and interest while the Parties negotiate the Related Agreements, the consummation of which are conditions precedent to this Agreement to purchase the completed parking lot(s); and

WHEREAS, Contractor is engaged in the business of construction, and is capable of razing the buildings and constructing parking lots on the Center St. property and the Elks Club property, as described in the Scope of Work, attached hereto as Exhibit E; and

WHEREAS, the City is committed to fostering a balance between historical preservation and modern development, ensuring the property becomes a lasting asset to the community for years to come, and recognizes the potential historical significance of the Elks Club site, formerly known as the "C.W. Frey & Sons Showroom," and the Contractor will preserve and honor the historical aspects of the structure, while facilitating the development of the property in a manner that meets future needs, as further described in the Scope of Work; and

WHEREAS, to further realize the City’s goals for Downtown Bloomington, simultaneously with this Agreement, the City is also entering into an agreement with Owner or its affiliates whereby Owners will donate the Bank property to the City, with the intention to transform the historic former Commerce Bank property, currently vacant, into a productive and vibrant space that contributes to the community while preserving its historical significance; and

WHEREAS, this development as outlined in Exhibit E will respect and honor the property's architectural heritage, ensuring its character is maintained throughout the redevelopment process while, to support revitalization, parking facilities will be incorporated to enhance the development's accessibility and functionality, meeting the needs of residents, visitors, and businesses; and

WHEREAS, the Parties agree that in order to meet the City's goals for Downtown Bloomington and fulfill parking requirements, the City must approve the re-platting of the Bank,

with the portion adjacent to the historic building and currently used for parking and drive-through services to be separately platted and made available to the Contractor for parking purposes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

AGREEMENT

The recitals set forth above are incorporated and made a part of this Agreement as though set forth separately herein.

1. Purchase and Sale of Completed Parking Lot: The Contractor agrees to promptly commence with all necessary actions, including executing all agreements necessary to obtain the Properties, obtaining necessary permits, engineering and/or architectural plans and historic review as required, and to secure all necessary labor and resources to construct a parking lot or lots with parking spaces in a suitable amount to be determined by the Parties pursuant to City Code, including finished landscaping and other amenities. The lots shall be constructed upon the Properties excluding what will be separately platted Commerce Bank Property as further described in the Scope of Work attached hereto as Exhibit D.

2. Payment of Purchase Price: Upon tender of the completed parking facility(ies) and a satisfactory inspection by City to confirm satisfactory compliance with the agreed to design specifications, City will purchase the Parking Lot from the Contractor at a mutually agreed upon price of Three Million Nine Hundred Thousand dollars (\$3,929,189.14) (the "Purchase Price"). City shall pay the Purchase Price to the Contractor upon completion and tender of the Parking Lot to the City and after a satisfactory inspection of the work by the City, and in accordance with the terms outlined herein.

3. Title Evidence. Prior to Closing, Contractor will furnish to City, at Contractor's expense, a standard commitment for an ALTA title insurance policy in the amount of the Purchase Price issued by Alliance Land Title Company, Bloomington, IL ("Title Insurer"), showing good and merchantable title in Owners, subject only to the following (the "Permitted Exceptions"):

- (a) The standard exceptions on the title commitment;
- (b) The lien of general taxes;
- (c) Building, use and occupancy restrictions, covenants and conditions of record, if any;
- (d) Easements of record, if any; and
- (e) Matters which can be corrected by disbursement from the Purchase Price at Closing

City shall, no later than ten (10) days after their receipt of the title commitment, deliver to Contractor's attorney any objections to the title in writing. Contractor shall then have ten (10) days to cure any objections or, if acceptable to City, obtain a waiver of the objection from the title company. If valid objections are reported and the same are not promptly corrected or

provided for within ten (10) days, then City shall have the option to declare this Agreement null and void or to perform this Agreement and take title subject to any such objections.

4. Closing & Possession. Closing shall take place at Title Insurer's office, as soon as reasonably possible following the City's acceptance of the completed Project or as otherwise agreed to by the City and Contractor. The parties shall agree upon the date and time of the Closing. At Closing, Contractor shall, at Contractor's expense, provide the City with the following documents:

- (a) Warranty Deed;
- (b) Real Estate Transfer Declarations;
- (c) Proposed closing statement.

5. Taxes: In lieu of including as an increase in the Purchase Price, the parties have agreed that the City shall be responsible for paying the 2025 and any prorated 2026 (if Closing has not occurred by year end 2025) general real estate / property taxes for the Properties, with no seller credit from Contractor at closing. All transfer taxes shall be paid by Contractor. This provision shall survive closing and delivery of deeds.

6. Physical Inspection. Consistent with the most recently published version of American Institute of Architects ("AIA") standard AIA Document A201 – "General Conditions of the Contract for Construction" ("Form A201"), incorporated by reference:

a) **Inspection During Construction:** City or its designated representative shall have the right to inspect the construction progress of the parking lot at reasonable intervals during the construction period. City shall provide at least [X] days' notice to the Contractor prior to any inspection.

b) **Inspection Upon Substantial Completion:** Upon substantial completion of the parking lot construction, the City shall have the right to conduct a final inspection of the Property. The inspection must take place as soon as practical after the substantial completion date, which shall be confirmed in writing by the Contractor.

c) **Approval of Work:** City shall approve the construction of the parking lot once they have determined that the construction is substantially complete, and in compliance with the Scope of Work set forth in Exhibit E to this Agreement. City's approval shall be in writing and shall not be unreasonably withheld.

d) **Rectification of Defects:** If the City determines, during either the inspection during construction or the final inspection, that the parking lot is incomplete, defective, or does not conform to the specifications outlined in Exhibit A, the City shall have the right akin to that of the property owner as defined in Form A201, to raise the alleged issue to the architect for determination. If the architect determines that the work at issue does not conform to the Project documents, then Contractor shall promptly address and remedy any issues at no additional cost to the City. The City may, at its discretion, conduct re-inspections until the issues are resolved.

7. Production of Documents. Contractor shall deliver to City within 5 business days of the passage of this Agreement by the Bloomington City Council any material items reasonably requested by City, including if available:

- a) Any information related to asbestos, lead, or other hazardous building materials on the premises, as well as any information related to buried containers or known past or present environmental, EPA, or IEPA related issues.
- b) Any inspection reports performed by Contractor along with any environmental surveys, ALTA surveys, or studies performed on subject property.

8. Condemnation. If, after this Agreement is executed and prior to the Closing, any or all of the Properties is taken by exercise of the power of eminent domain or any proceedings are instituted, or threatened to be instituted, to effect such a taking or any offer of settlement is made in lieu of a taking, Contractor shall promptly notify City thereof (with a copy of all relevant correspondence and other materials relating thereto) and City shall have the right (exercisable by notice to Contractor within fifteen (15) days after the receipt of such notice) to reduce the Purchase Price by the fair market value of the portion(s) of the Properties adversely affected thereby and continue with the transaction in accordance with the terms, conditions and provisions of this Agreement.

9. Toxic or Hazardous Waste. City represents that it is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the Property.

Contractor further represents that it is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity regarding a toxic or hazardous waste problem with the Properties.

10. Appraisal. City, at City's sole cost and expense, shall have the right to have the Properties, and each tract composing the Properties, appraised. Contractor agrees to allocate the Purchase Price as to each tract in a manner consistent with said appraisal(s).

11. Default; Attorneys' Fees. If any Party breaches or fails to timely perform any obligation under this Agreement owed to another Party, then the non-breaching Party(ies) may seek or pursue any remedies as may be provided by law, including but not limited to specific performance. If any Party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of another Party, then the Party(ies) not in default shall be entitled to recover for reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purposes of negotiation, trial, appeal or other legal services.

12. FIRPTA; 1099(b). If applicable, the Parties agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Foreign Investment in Real Property Tax Act, the Tax Reform Act of 1984, Sections 1445 and 6045(e) of the Internal Revenue Code, and any other federal, state or local act, law, ordinance or regulation affecting this transaction, and to withhold any amount required to be withheld from the gross purchase price required thereby.

13. Additional Documents. Parties agree to execute any and all other documents or documentation as may be reasonably necessary to effectuate the intent hereof and to complete the performance of the covenants contained herein.

14. Contractor's Warranties. The Contractor warrants that it has, or will obtain prior to completion of the Project, full legal authority to transfer title of the Project to the City. The Contractor warrants as of the time of Closing that the Properties are free from any encumbrances, except those disclosed to City and Contractor prior to this Agreement or those acceptable as per Paragraph 3 herein. The Contractor warrants that it can construct the Parking Lot as described in the Scope of Work (Exhibit E) and will do so 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. The Contractor further warrants that the parking lot will be constructed in accordance with the Scope of Work in Exhibit E and in a workmanlike manner. Based on Form A201, any qualifying defects in materials or workmanship discovered within twelve (12) months of the Closing shall be corrected by the Contractor at no cost to the City.

15. City's Warranties. City warrants that they are legally authorized to terminate such Notices of Violation and Condemnation, release the Judgement, and dismiss the pending action against the Owner of 102 N. Center Street subject to the Owner's conveyance of the properties to the Contractor and City and the successful competition of this Agreement, and to otherwise enter into this Agreement.

16. Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its officers, employees, agents, contractors, and representatives harmless from and against any and all liabilities, damages, losses, claims, costs (including reasonable attorneys' fees), and expenses arising from or related to:

- a) a) For a period of one year / twelve (12) months from Closing and within the standard terms and conditions found in Form A201, any qualified defects, deficiencies, or failures in the construction of the parking lot, whether during the construction phase or after the completion and prior to Closing, including non-compliance with the Scope of Work set forth in Exhibit D;
- b) b) Any personal injury, property damage, or other loss arising prior to Closing and resulting from faulty construction, defects, or failure to meet the required standards; and

- c) c) Any claims by third parties made in writing prior to Closing for damages arising from defects in the parking lot's construction or design that were present at the time of the City's final approval or that were not remedied by the Contractor after notice from the City.

The City agrees to indemnify, defend, and hold harmless the Contractor from and against all liabilities, damages, losses, claims, costs (including reasonable attorneys' fees), and expenses arising from or related to the City's actions, negligence, or failure to comply with the terms of this Agreement, after the Closing and transfer of ownership.

17. Prevailing Wage. The Contractor agrees to comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) as amended and shall pay all workers performing work under this Agreement not less than the prevailing wage rate for each craft or type of workman needed to execute the contract as determined by the Illinois Department of Employment Security (IDES) and the Department of Labor, as applicable. The Contractor shall ensure that the prevailing wage rates, as identified in the applicable wage determination, are paid to all workers employed in the performance of the work and shall submit certified payroll records on a weekly basis to the City of Bloomington. These records must include the worker's name, address, classification, hours worked, and the rate of pay, as well as evidence that the correct prevailing wage was paid. Failure to comply with the prevailing wage requirements shall be grounds for the City to withhold payment from the Contractor and may result in termination of the Agreement.

18. Related Transactions and Pending Legal Claims and Contingency for Dismissal. As described above the City has a pending legal action and claims against the Owners for violations of the City's Building Code. The dismissal of any pending legal claims against the Owners from whom the Properties and the Commerce Bank Building must be acquired, and Contractor's completed purchase of the Properties and the City's completed acquisition of the Bank property, are conditions precedent to this Agreement. The City agrees to dismiss its claims simultaneous with the Contractor's acquisition of the Properties and the Owners' transfer of the Commerce Bank Building to the City, with the understanding that, in the event of a breach of this or any Related Agreement, the City retains the right to reinstate its claims against the then current owner of the Front and Center Building, until such time that the Project is completed, the Parties close on this Agreement, and the City accepts possession and ownership of the Project and the Commerce Bank Building.

19. Entire Agreement and Amendments. This Agreement, and the Related Agreements contain the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by both parties or their respective successors or assigns.

20. Time is of the Essence. All dates and times herein shall be deemed to be of the essence except that if the date of Closing shall be set prior to any times given to cure defects, and defects shall be reported, the time of Closing shall be deemed to have been extended to the date after the last date in which such defect may be cured.

21. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois. The parties hereby consent to the jurisdiction of Illinois and McLean County, Illinois shall be the exclusive venue for any legal proceeding arising out of or in connection with this Agreement.

22. Rights of Succession. All of the terms, covenants and conditions herein shall be binding upon and inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

23. Assignment. City shall have the right to assign or transfer this Agreement but only with the prior written consent of the Contractor, provided that City still remains liable under this Agreement as Purchaser.

24. Notices. Any notices as may be required under this Agreement shall be deemed served upon the Parties when personally delivered or deposited for mailing by certified mail to the parties at the addresses set forth below:

Contractor: Front and Center Property, LLC
216 E. Grove St, Ste 2100
Bloomington, IL 61701

With a Copy To: Nathan B. Hinch
Meyer Capel, PC
201 E. Grove St, Ste 100
Bloomington, IL 61701
nhinch@meyercapel.com

City: City of Bloomington, Illinois
c/o City Manager
115 E. Grove Street, Suite 402
Bloomington, IL 61701

With a Copy To: City of Bloomington
Corporation Counsel
115 E. Grove Street, Suite 403
Bloomington, IL 61701

(Continued on next page).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR

Signature: _____

Name: _____

Date: _____

CITY

Signature: _____

Name: _____

Date: _____

LIST OF EXHIBITS

- Exhibit A: Legal Description of Parcel #1 (Front and Center Building)**
- Exhibit B: Legal Description of Parcel #2 (Elks Club Building)**
- Exhibit C: Legal Description of Parcel #3 (Commerce Bank Building)**
- Exhibit D: Legal Description of Parcel # 4 (DUI Building)**
- Exhibit E: Scope of Work for Parking Lot Construction**

Exhibit A

Legal Description – Front and Center Property

Original Town of Bloomington, Sub Lot 64 & Owners Sub Lots 1 thru 5B (excluding East 66 feet of Lot 1 Owners Sub per 87-11107)

Commonly known as 102 N. Center Street, Bloomington, IL 61701

PIN: 21-04-337-060, and 21-04-372-000 through 21-04-372-049

The Parties agree to use the legal description provided by Title Insurer.

Exhibit B

Legal Description – Elks Club Building

Lots 67, 68, and 69 of Ellsworth Subdivision, part of Original Town Lot 1 to 6 and East 6 feet of Lot 7, McLean County, Illinois

Commonly known as 110 N. Madison Street, Bloomington, IL 61701

PIN: 21-04-336-002

The Parties agree to use the legal description provided by Title Insurer.

Exhibit C

Legal Description – Commerce Bank Building

Assr Subn L63 & W50' L 62 Original Town Lots 1, 2, 3, 4 & 5 & Subn L61 & E16' L62 Original Town Lots 1, 2, 3, 4, 5, 6 & 7.

Commonly known as 120 N. Center Street, Bloomington, IL 61701

PIN: 21-04-337-059

The Parties agree to use the legal description provided by Title Insurer.

Exhibit D

Legal Description – DUI Countermeasures Building

The East 66 feet of Lot 1 of the Owners Subdivision of Lots 65 and 66 in the Original Town of Bloomington, according to Plat recorded in Book 4 of Plants, Page 398, in McLean County, Illinois.

For Information Only:

Original Town of Bloomington, Sub Lot 64 & Owners Sub Lots 1 thru 5B (excluding East 66 feet of Lot 1 Owners Sub per 87-11107)

Commonly known as 110 N. Center Street, Bloomington, IL 61701

PIN: 44-21-04-337-007

The Parties agree to use the legal description provided by Title Insurer.

Exhibit E

Scope of Work for Parking Lot Construction

Project Title: Front & Center Parking Lots

Project Owner: Front & Center Property, LLC

Contractor: Catalyst Construction

Scheduled Date of Substantial Completion: December 31, 2025

1. Project Overview

This project involves constructing two new parking lots. One will be built in place of the old Front & Center & DUI Counter Measures building, surrounding the Commerce Bank building, which will be preserved. The second will be constructed across the street on the old Elk's Club site. Work includes environmental abatement, demolition, facade preservation and securing all necessary labor and resources to maximize parking per City Engineering approval. The project will include the required landscaping, lighting, and site striping, all completed per City Engineering approval. American Institute of Architects ("AIA") standard AIA Document A201 – "General Conditions of the Contract for Construction" ("Form A201"), is incorporated by reference.

1.1 Project Location

PROPERTY #1: Front and Center Lot
102 N. Center St.
Bloomington, IL 61701

TAX ID #'s: 21-04-372-000 through 21-04-372-049

PROPERTY #2: People's Bank Lot
120 N. Center St.
Bloomington, IL 61701

TAX ID #: 21-04-337-059

PROPERTY #3: Elk's Club Lot
110 N. Madison St.
Bloomington, IL 61701

TAX ID #: 21-04-336-002

PROPERTY #4: DUI Counter Measures Lot
110 N. Center St.
Bloomington, IL 61701
TAX ID #: 21-04-337-007

2. Scope of Work

2.1 Demolition & Environmental Abatement

- Removal of existing structures and debris.
- Proper handling and disposal of hazardous materials.
- Compliance with environmental regulations.

2.2 Structural Reinforcement

- Steel and foundational reinforcement for facade preservation at the NE corner of the Elk's Club building.
- Integration of reinforcement within the parking lot layout.

2.3 Parking Lot Construction

- Site preparation, grading, and paving.
- Defined ingress and egress as per conceptual plans.
- Markings and signage to ensure compliance and efficiency.
- Landscaping and lighting installation per city requirements.

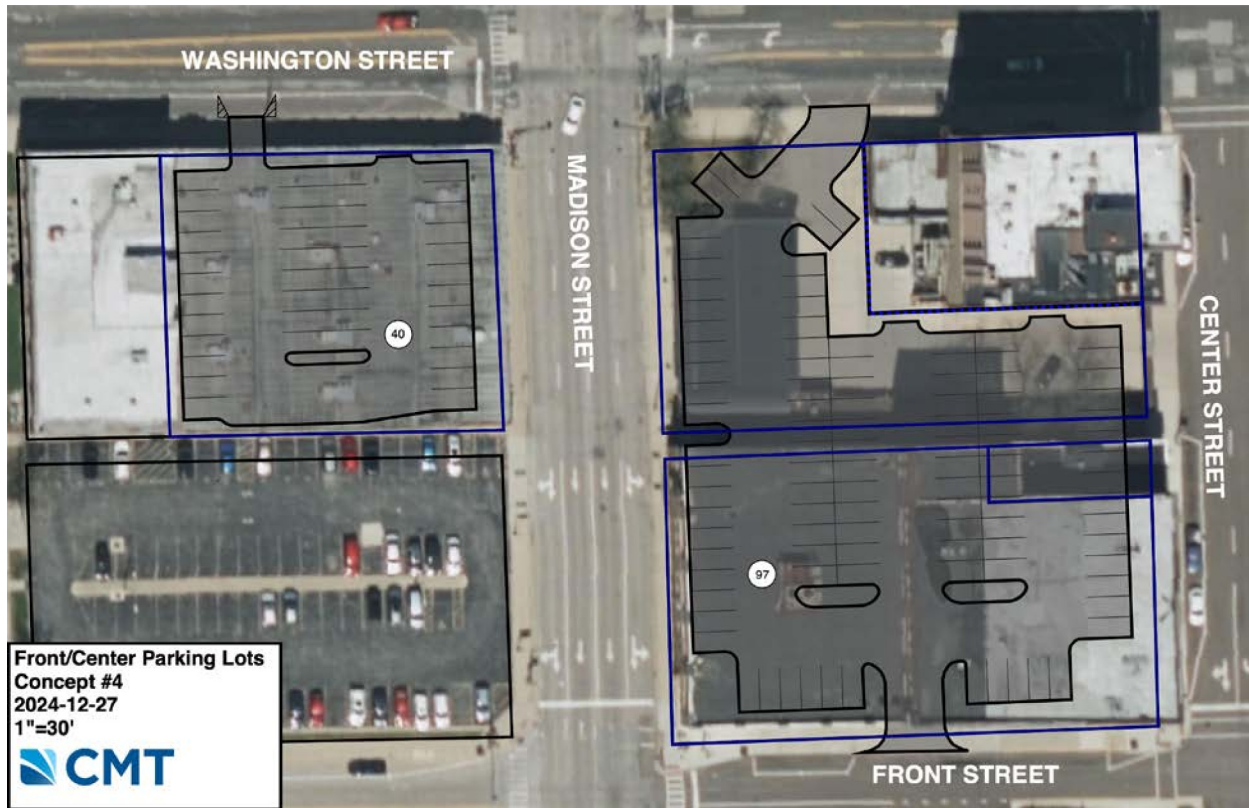
3. Completion Date

- Final inspection and project completion by December 31, 2025.

4. Responsibilities & Compliance

- Contractor to execute work per specifications and regulations.
- Compliance with local zoning, ADA, and environmental guidelines.

CONCEPTUAL PARKING DESIGN



CONCEPTUAL FACADE REINFORCEMENT

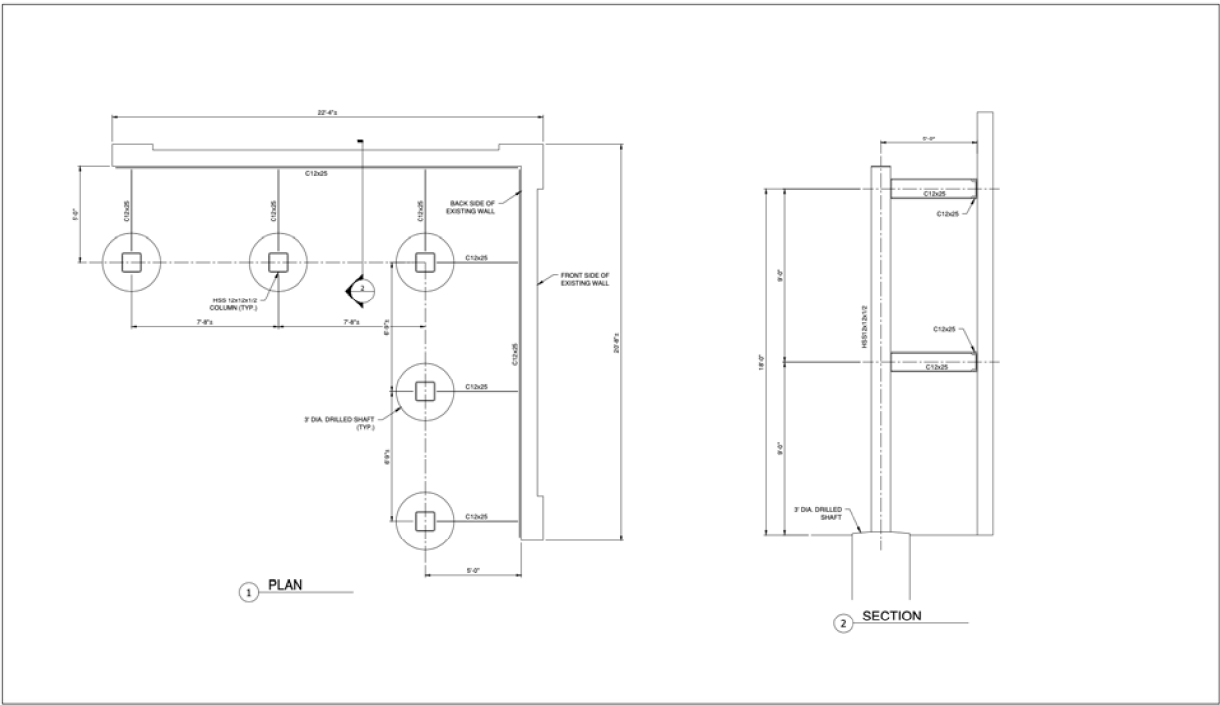


EXHIBIT B TO THE ORDINANCE

AGREEMENT REGARDING THE DONATION OF CERTAIN REAL PROPERTY

This Agreement (the "Agreement") is made and entered into on this ____ day of February, 2025, by and between **Consolidated Properties, LLC** 120 Center Series, an Illinois Limited Liability Company with a principal address at _____ (hereinafter "Owner") and **The City of Bloomington**, a Municipal Corporation and Body Politic, with a principal address at 115 E. Washington Street, Suite 402, Bloomington, Illinois, 61701 (hereinafter referred to as "City"). Owner and City are sometimes jointly hereinafter referred to as the "Parties," and each individually sometimes as a "Party."

1. Property to be Donated by Owner and Accepted By City. Owner agrees to donate, and the City agrees to accept ownership of the Property as defined as the Commerce Bank Building, 120 N. Center Street, Bloomington, IL 61701, PIN: 21-04-337-059 (the "Property") and as legally described in Exhibit A hereto (subject to confirmation by the Title Insurer). Owner and City acknowledge and agree that the substantiation of a charitable contribution deduction rests exclusively with Owner but for City's execution of Internal Revenue Service Form 8283. City agrees to execute, at Closing, or thereafter as requested by Owner, an Internal Revenue Service Form 8283 and/or any other applicable Federal or State tax form and a contemporaneous written acknowledgement of the charitable contribution, to substantiate the Owner's charitable deduction based upon the fair market value for the Property. City shall have no responsibility or liability for the determination of the amount or availability of any income tax deduction which Owner may claim. Owner may, at Owner's sole expense, obtain a qualified appraisal of the Property to establish the fair market value of the Property. The provisions of this Section shall survive Closing.

2. Title Evidence. Prior to Closing, Owner will furnish to City, at Owner's expense, a standard commitment for an ALTA title insurance policy in the amount of \$1,000.00 issued by Alliance Land Title Company, Bloomington, IL ("Title Insurer"), showing good and merchantable title in Owner, subject only to the following (the "Permitted Exceptions"):

- (a) The standard exceptions on the title commitment;
- (b) The lien of general taxes;
- (c) Building, use and occupancy restrictions, covenants and conditions of record, if any;
- (d) Easements of record, if any; and
- (e) Matters which can be corrected by disbursement from the Purchase Price at Closing.

City shall, no later than ten (10) days after their receipt of the title commitment, deliver to Owner and Owner's attorney any objections to the title in writing. Owner shall then have ten (10) days to cure any objections or, if acceptable to City, obtain a waiver of the objection from the title company. If valid objections are reported and the same are not promptly corrected or provided for within ten (10) days, then City shall have the option to declare this Agreement null and void or to perform this Agreement and take title subject to any such objections.

3. Closing & Possession/Contingency Upon Other Closings. Closing shall take place at Title Insurer's office, within 45 days following the expiration of the Due Diligence Period,

unless Owner subsequently agrees to another Closing Date or location. The parties shall agree upon the time of the Closing. At Closing, Owner shall, at Owner's expense, provide the City with the following documents:

- (a) Warranty Deed;
- (b) Real Estate Transfer Declarations;
- (c) Proposed closing statement.

The Closing of the transactions contemplated by this Agreement is subject to and shall occur at the same time as the (i) closing of a certain agreement between Front N Center, Inc. and the Contractor as to the purchase and sale of the Front and Center Building; (ii) closing of a certain agreement between Consolidated Properties, LLC 120 Center Series and the Contractor as to the purchase and sale of Elks Club Building; (iii) closing on an agreement between the Contractor and the owner as to the purchase and sale of the DUI Counter Measures Building located at 110 N. Center Street; and (iv) execution of an agreement between the Contractor and City for the construction and sale of parking lots and areas (collectively hereinafter referred to as the "Related Agreements"). If this contingency is not met by Closing, any Party may terminate this Agreement with written notice to the other Parties.

4. **Taxes.** Owner shall be responsible for the payment of any real estate taxes that remain unpaid for all tax years prior to 2024. The City assumes Owner's obligation to pay real estate taxes for tax year 2024 and its pro-rated portion of taxes for tax year 2025. Owner shall pay all transfer taxes, if any.

5. **Physical Inspection/Due Diligence.** The Due Diligence Period shall expire 90 days after the Effective Date of this Agreement (the "Due Diligence Period"). If the City determines in their sole discretion, that the Property is not suitable for any reason for City's intended use, then City shall provide Owner with written notice prior to the expiration of the Due Diligence Period, and at that time this Agreement shall become null and void. City shall be granted access to the Property to conduct its due diligence, at City's sole cost, including without limitation survey, environmental, structural, flood plain, site design and layout, utilities, feasibility and suitability. City will indemnify and hold harmless the Owner from the City's due diligence activities at the Property and will not have the right to perform any intrusive investigations without the Owners' prior written consent. If the City fails to timely notify Owner in writing of its option to terminate this Agreement prior to the expiration of the Due Diligence Period, then City's right to terminate pursuant to this Section shall be void, this Agreement shall remain in full force and effect.

City acknowledges that, if this Agreement is not terminated or deemed terminated, on or before the end of the Due Diligence Period: (i) City has been provided with the opportunity to fully examine all physical aspects of the Properties and is relying on its inspection; (ii) City is not relying upon, and, except as specifically set forth in this Agreement, neither Owner nor any third party on behalf of Owner have made any representations, warranties, guaranties, covenants or statements of any nature whatsoever, express or implied, by the Owner concerning the physical aspects of the Property, including, but not limited to: (a) the quantity, quality or physical or environmental condition of the Property (including the presence of Hazardous Materials), or of the need for

repairs of any portion of the Property or the ability to further develop the Property or construct improvements thereon; or (b) the merchantability, habitability, or fitness of the Property for any particular purpose; or (c) compliance of the Property with any legal requirements; or (d) the availability of access, ingress or egress to the Property; or (e) the value or economic prospects or future economic performance of the Property, including, but not limited to, the income to be received or the expenses to be incurred in connection with the ownership, operation, management, repair or maintenance of the Property; or (f) failure to disclose any condition of the Property; or (g) any latent or patent defects related to the Properties; and (iii) City is accepting the Property in **AS IS, WHERE IS, AND WITH ALL FAULTS** condition.

Further, City agrees to forward and share any information or documentation received by City pursuant to their Due Diligence to Owner. Owner agrees to keep any information or documentation received from City as confidential.

6. **Toxic or Hazardous Waste.** Owner represents to their knowledge that they are unaware of any toxic or hazardous waste materials being stored or having been stored on the Property and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the Property.

7. **Production of Documents.** Owner shall deliver to City within 5 business days of the passage of this Agreement by the Bloomington City Council any material items reasonably requested by City, including if available and in the possession of Owner:

- a) Any information related to asbestos, lead, or other hazardous building materials on the Property, as well as any information related to buried containers or known past or present environmental, EPA, or IEPA related issues.
- b) Any inspection reports performed by Owner along with any environmental surveys, ALTA surveys, or studies performed on Property.

8. **Default; Attorneys' Fees.** If any Party breaches or fails to timely perform any obligation under this Agreement owed to another Party, then the non-breaching Party(ies) may seek or pursue any remedies as may be provided by law, including but not limited to specific performance. If any Party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of another Party, then the Party(ies) not in default shall be entitled to recover for reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purposes of negotiation, trial, appeal or other legal services.

9. **FIRPTA; 1099(b).** If applicable, the Parties agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Foreign Investment in Real Property Tax Act, the Tax Reform Act of 1984, Sections 1445 and 6045(e) of the Internal Revenue Code, and any other federal, state or local act, law, ordinance or regulation affecting this transaction, and to withhold any amount required to be withheld from the gross purchase price required thereby.

10. **Additional Documents.** Parties agree to execute any and all other documents or documentation as may be reasonably necessary to effectuate the intent hereof and to complete the performance of the covenants contained herein.

11. **Owner's Warranties.** The Owner warrants that it has full legal authority to transfer title of the Property to the City. The Owner warrants that the Property is free from any encumbrances, except those disclosed to City prior to this Agreement and by the Title Commitment.

12. **City's Warranties:** City warrants that it is legally authorized to enter into this Agreement.

13. **Entire Agreement and Amendments.** This Agreement and the Related Agreements, contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by all of the parties or their respective successors or assigns.

14. **Time is of the Essence.** All dates and times herein shall be deemed to be of the essence except that if the date of Closing shall be set prior to any times given to cure defects, and defects shall be reported, the time of Closing shall be deemed to have been extended to the date after the last date in which such defect may be cured.

15. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois. The parties hereby consent to the jurisdiction of Illinois and McLean County, Illinois shall be the exclusive venue for any legal proceeding arising out of or in connection with this Agreement.

16. **Rights of Succession.** All of the terms, covenants and conditions herein shall be binding upon and inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **Assignment.** City shall have the right to assign or transfer this Agreement but only with the prior written consent of the Owner provided that City still remains liable under this Agreement as Buyer.

18. **Notices.** Any notices as may be required under this Agreement shall be deemed served upon the Parties when personally delivered or deposited for mailing by certified mail to the parties at the addresses set forth below:

Owner: Consolidated Properties, LLC, 120 Center Series
Attn: Doug Huff
P.O Box 9565
Peoria, IL 61612

With a Copy To: Kenneth Eathington
227 NE Jefferson Ave.

Peoria, IL 61602

City: City of Bloomington, Illinois
c/o City Manager
115 E. Grove Street, Suite 402
Bloomington, IL 61701

With a Copy To: City of Bloomington
Corporation Counsel
115 E. Grove Street, Suite 403
Bloomington, IL 61701

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

OWNER: Consolidated Properties, LLC 120 Center Series

Signature: _____

Name: _____

Its: _____

CITY: City of Bloomington, Illinois

Signature: _____

Name: _____

Its: _____

Exhibit A

Legal Description

Assr Subn L63 & W50' L 62 Original Town Lots 1, 2, 3, 4 & 5 & Subn L61 & E16' L62 Original Town Lots 1, 2, 3, 4, 5, 6 & 7.

Commonly known as 120 N. Center Street, Bloomington, IL 61701

PIN: 21-04-337-059

The Parties agree to use the legal description provided by Title Insurer.

4907-0723-8169 v.1



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion of the Infrastructure Projects Dashboard , as requested by the Engineering Department and the Administration Department.

RECOMMENDED MOTION: None; Presentation and discussion only.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

BACKGROUND: The new GIS-based project dashboard is designed to keep the public informed and engaged about planned and ongoing infrastructure projects. It provides comprehensive, interactive access to project details such as the type of project, project timeline, project description, current project stage, and the funding source. The dashboard also offers details regarding Illinois Department of Transportation (IDOT) projects, providing the public with information about these key initiatives. The map-based interface allows users to explore projects visually, track progress, and stay informed about the impact of infrastructure development in their area. This platform enhances public engagement and promotes greater transparency in infrastructure planning and execution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Project & Grant Manager



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: February 24, 2025

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

SUBJECT: Consideration and Action to Approve a Resolution to Enter into a Joint Funding Agreement for Federally Funded Construction of Hamilton Road, from Bunn Street to Commerce Parkway, in the Amount of \$16,531,082, as requested by the Engineering Department.

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 enter into a Joint Funding Agreement and Resolution with Illinois Department of Transportation ("IDOT") to pay \$16,531,082 for construction to improve Hamilton Road, from Bunn Street to Commerce Parkway, which is Phase 2 of the project. A Joint Funding Agreement and Resolution with IDOT for Phase 1 Hamilton Road, from Commerce Parkway to Morrissey Drive, was approved by the City Council on September 23, 2024. Since the project is using state and federal funding, an updated agreement is required to comply with a state law, which went into effect on June 10, 2022, that changed the requirements for state and federal funding that are dispersed by IDOT to units of local government.

The improvement project will be constructed in accordance with plans prepared by (or on behalf of) the City and said plans will be approved by IDOT using policies and procedures that are approved and/or required by the Federal Highway Administration.

The agreement includes five Schedules (a.k.a. attachments) and are as follows: (1) Division of Cost; (2) Location Map; (3) Risk Assessment; (4) Attestations; and (5) Resolution. The Division of Cost, Location Map, Risk Assessment, and Attestations were completed leading up to this agreement. Once approved, the Resolution will be added to the Agreement as Schedule 5.

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.

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 Joint Funding Agreement and Resolution for Federally Funded Construction of Hamilton Road, from Bunn Street to Commerce Parkway, in the Amount of \$16,531,082. \$5,920,000 will be allocated from the Surface Transportation Urban Funds (Non-City Funds). The remaining \$10,611,082 will be funded through a \$2,000,000 Congressional Earmark, \$1,050,059 from the Water Transmission & Distribution-Water Main Construction account (50100120-72540), and \$7,561,023 from the City's Motor Fuel Tax-Street Construction & Improvement account (20300300-72530). This project will be awarded and managed by the Illinois Department of Transportation (IDOT). The expectation is for this project to be bid in April 2025 and awarded in May 2025. The entire project is included in the FY 2025 Budget, however, the project since been split into two phases with Phase 2 now being included in the FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 5B Resolution](#)

[ENG 5C Resolution - Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION TO ENTER INTO A JOINT FUNDING AGREEMENT AND RESOLUTION
FOR FEDERALLY FUNDED CONSTRUCTION OF HAMILTON ROAD, FROM BUNN
STREET TO COMMERCE PARKWAY, IN THE AMOUNT OF \$16,531,082**

WHEREAS, the City of Bloomington is proposing a new construction re-alignment of Hamilton Road from 0.14 Mi West of Bunn Street to Commerce Parkway; and

WHEREAS, work includes adding a new five-lane cross-section, a shared-use path, and a sidewalk, while realigning Rhodes Lane and closing the intersection of Rhodes Lane at Morrissey Drive; and

WHEREAS, the above-stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation ("IDOT"); and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) and resolution (RESOLUTION) with IDOT; and

WHEREAS, the improvement also requires the City to match IDOT funds; and

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

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

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

SECTION 2. The City Council hereby appropriates \$8,611,082 or as much as may be needed to match the required funding to complete the proposed improvement from the Local funds and Motor Fuel Tax and furthermore, agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 3. The Mayor is hereby authorized to execute the RESOLUTION and AGREEMENT, attached hereto as Exhibit A, with IDOT for the above-mentioned project.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 24th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Bloomington		McLean	24-00360-01-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU / CDS Earmarks 2024	NA	MCRPC	B-03-09A

Construction

State Job Number	Project Number
C-95-033-25	SSG2(394)

☐ Local Let/Day Labor
 ☒ Construction on State Letting
 ☐ Construction Engineering
 ☐ Utilities
 ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Hamilton RD	FAU 6371	0.75 Miles	From	To
			02.09	02.84

Location Termini
0.14 Mi W of Bunn ST to Commerce Parkway

Current Jurisdiction	Existing Structure Number(s)	
City of Bloomington	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Bunn ST	FAU 6403	0.22 Miles	From	To
			01.46	01.68

Location Termini
E Avenue to 28th ST

Current Jurisdiction	Existing Structure Number(s)	
City of Bloomington	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Rhodes Lane	MS 1001	0.25 Miles	From	To
			00.00	00.25

Location Termini
0.3 Mi E of Bunn ST to 0.3 Mi W of Morrissey DR

Current Jurisdiction	Existing Structure Number(s)	
City of Bloomington	NA	Remove

PROJECT DESCRIPTION

New Construction re-alignment of Hamilton Road including adding 5 lane cross section, special use path and sidewalk. Re-align Rhodes Lane to connect to the new Hamilton Road and close to through traffic to the easts. Including cul-de-sac, and closure of Rhodes Lane street return at Morrissey DR. Utilities - New and relocations to be included in the roadway contract.

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

mmission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

ed within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

quired to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved LPA DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mboka Mwilambwe

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

376001563 conducting business as a Governmental Entity.

DUNS Number 060864170

UEI KYUDEBKLLFW5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Bloomington	McLean	24-00360-01-PV	C-95-033-25	SSG2(394)

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	\$5,920,000.00	1)				Local	\$4,795,541.00	Bal	\$10,715,541.00
Participating Construction	CDS 24	\$2,000,000.00	2)				Local	\$3,815,541.00	Bal	\$5,815,541.00
Total	Total	\$7,920,000.00		Total			Total	\$8,611,082.00		\$16,531,082.00

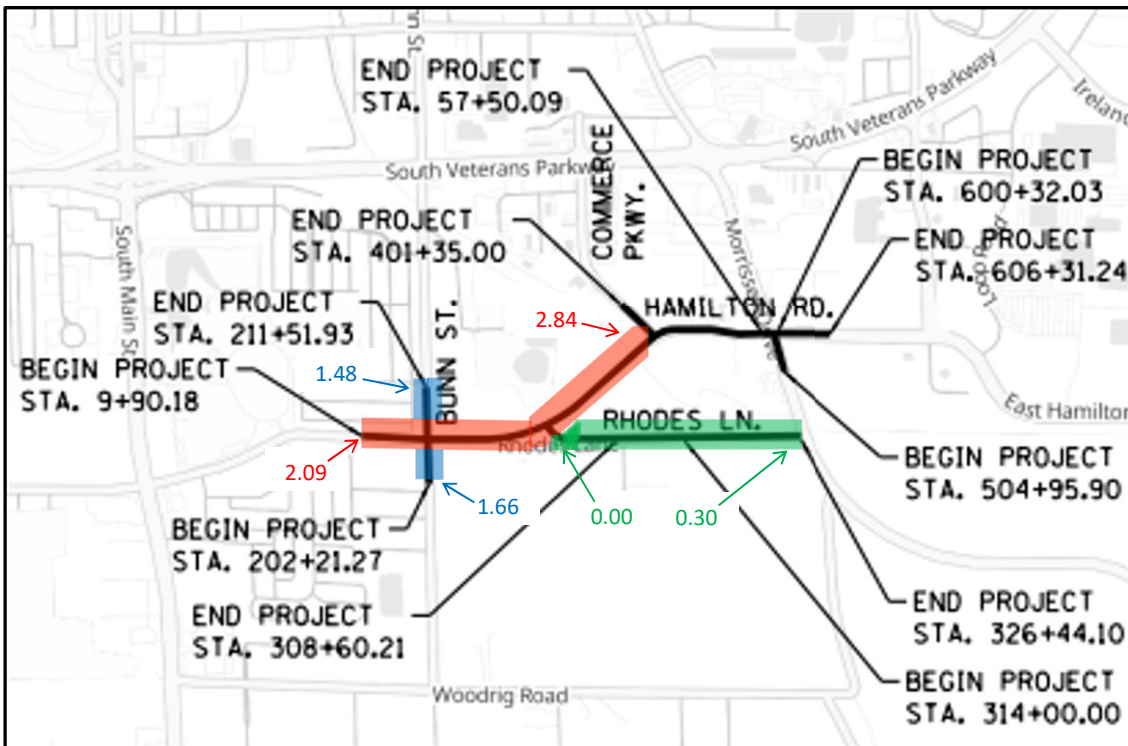
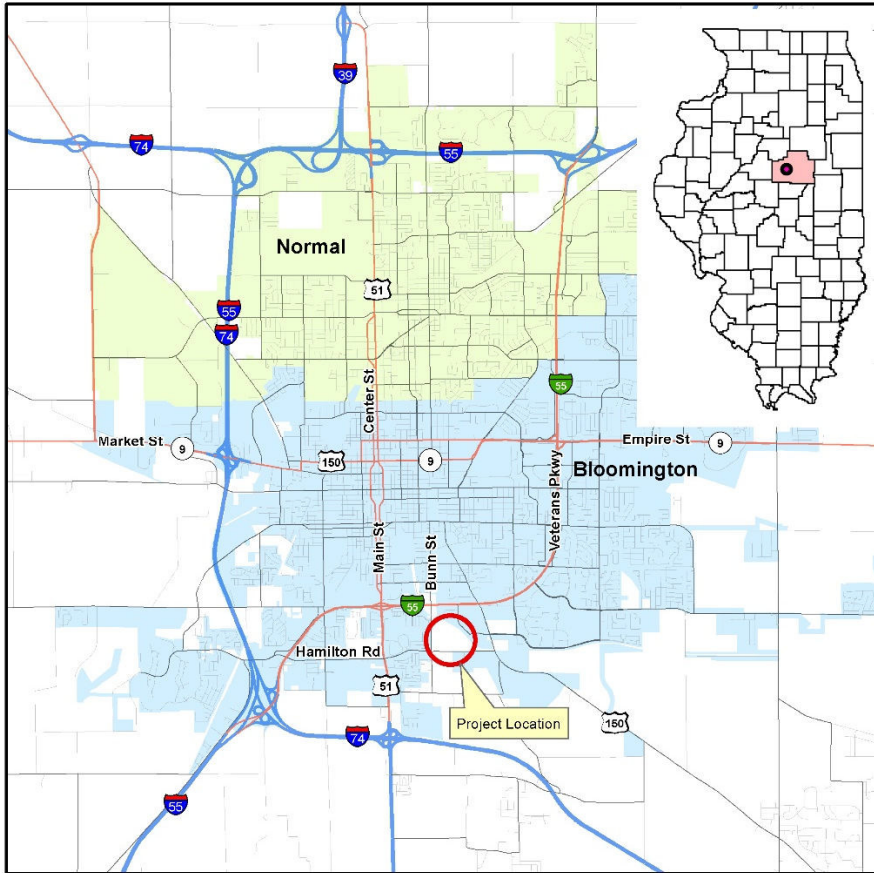
1) 80% STU funds NTE \$5,920,000.
2) 80% Congressional Directed Spending, CDS Earmark 2024 funds NTE \$2,000,000.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 2

LOCATION MAP

HAMILTON ROAD (FAU 6371)
SECTION 24-00360-01-PV
PROJECT XAYB(639)
CITY OF BLOOMINGTON
MCLEAN COUNTY



SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	McLean		

LRS Federal Funds RISK ASSESSMENT				
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)		Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years		1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years		0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant		1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay		1
	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no		0
Financial Controls	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none		0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no		0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never		0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points - Other type? or no audit required; 3 points - none		0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required		0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no		0

Summary of Risk		District Review Signature & Date Dan Magee Digitally signed by Dan Magee Date: 2024.11.21 10:42:12 -06'00'		Central Office Review Signature & Date Teresa Cline Digitally signed by Teresa Cline Date: 2024.12.06 07:42:33 -06'00'	
General History of Performance	3				
Financial Controls	0				
Audits	0				
Total	3				

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	24-00360-01-PV	C9503325	SSG2(394)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Bloomington LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the City of Bloomington LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Bloomington LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Bloomington LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☒ Yes ☐ No

b. For the current fiscal year, does the City of Bloomington LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
F. Scott Rathbun	Finance Director	City of Bloomington

Signature & Date

Scott Rathbun

Digitally signed by Scott Rathbun
DN: OU=Finance Department, O="City of Bloomington", IL", CN=Scott Rathbun, E=srathbun@cityblm.org
Reason: I am the author of this document
Location:
Date: 2024.11.21 08:52:16-06'00'
Foxit PDF Editor Version: 12.1.3



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: February 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion of the Fiscal Year 2026 Budget Capital Projects , as requested by the Finance Department.

RECOMMENDED MOTION: None; Presentation and discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Fiscal Year ("FY") 2026 Budget is balanced but still being finalized. The current total City-Wide budget is approximately \$310.6M. Of this, approximately \$77.2M, or 25%, is related to Capital Projects. Capital Projects are large additions or improvements to the City's infrastructure. These projects have material/direct impacts on the community ranging from parks to roads to sewers, etc. The FY 2026 project list will be presented to give the community visibility on the needs and details related to this significant portion of the overall budget.

The FY 2026 Budget Capital Projects Presentation will be made available on the City's website (bloomingtonil.gov) prior to the meeting. Stakeholders can locate this on the *Departments - Finance - Annual Budget - Budget Documents - FY2026* page of the website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director