

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 10, 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 - Vacant
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 10, 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. **Ward 2 Appointment**
 - A. Consideration and Action to Approve the Appointment of Micheal Mosley to Serve as the Council Member for Ward 2, as requested by Mayor Mboka Mwilambwe. *(Recommended Motion: The proposed Appointment be approved.)*
6. **Recognition/Appointments**
 - A. Proclamation for Health for Humanity Yogathon, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
7. **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.
8. **Public Hearings**
 - A. Public Hearing on the Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan, as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by Melissa Hon, Community Impact & Enhancement Director, and William Bessler, Grants Manager, 10 minutes; and City Council Discussion, 5 minutes.)*
9. **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 13, 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 \$8,567,018.74, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)
- C. Consideration and Action on a Resolution Authorizing an Amendment to Increase the Authority Granted by the Bloomington City Council on April 22, 2024, for the Purchase of Traffic Line Paint from Diamond Vogel Paint to a Total Not to Exceed \$130,000, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- D. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)
- E. Consideration and Action on (1) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$699,688; (2) a Resolution Approving a Construction Engineering Services Agreement for Hamilton Road Phase I. for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in an Amount Not to Exceed 699,688, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)
- F. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Payment of an Invoice to the McLean County Highway Department, for the Road Repair to Pipeline Road Addressing a Watermain Path Settlement, in the Amount of \$50,639.20, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a Contract with Wm. Masters, Inc. for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement (Bid #2025-19), in the Amount of \$419,890, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving an Agreement with H.J. Eppel & Co., Inc., for the FY 2025 Parking Lots and Trail Resurfacing Program (Bid #2025-24), in the Amount of \$384,731.50, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving a Contract with Henson Republic Company, for the Bloomington Center for Performing Arts (BCPA) Roof Repair and Replacement (Bid #2025-27), in the Amount of \$668,563, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action on a Resolution Authorizing the City to Petition to Annex the Property Located at 1706 Morrissey Drive and Five other City-Owned Properties into the Bloomington Normal Water Reclamation District, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on a Resolution Approving an Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for an Easement along Sugar Creek (PINs: 14-33-151-008 and 14-33-151-002), as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

- L. Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2025, as requested by the Legal Department and the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Approving the Final Plat of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision (PINs: 15-32-355-008 through -017), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and Action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the C-1 (Office) District, for the Property Located at 1312 E. Empire Street (PIN: 14-34-480-030), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKays Bar and Grill, located at 909 N. Hershey Rd., Suite 2, is Requesting Approval of a Change in Classification from a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- P. Consideration 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, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

10. Regular Agenda

- A. Consideration and Action on a Resolution Approving the Fiscal Year 2026 John M. Scott Health Care Trust Category I and Category II Grant Awards and Programmatic Agreements, in the Amount of \$763,532, as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by William Bessler, Grants Manager, and Judy Neubrandner, John M. Scott Health Care Commission Chairperson, 10 minutes; and City Council Discussion, 10 minutes.)*
- B. Continued Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 35, Section 75 Pertaining to the Composition of the Public Safety and Community Relations Board (PSCRB), as requested by the Public Safety & Community Relations Commission. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Michael Hurt, Chief Diversity & Inclusion Officer, 5 minutes; and City Council Discussion, 5 minutes.)*
- C. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the City Manager to Approve an Agreement to Purchase a Gas Chromatograph Machine from Midwest Lab Solutions, Inc. in the Amount of \$163,991.10, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Ed Andrews, Water Director, and Brett Lueschen, Assistant Water Director, 10 minutes; and City Council*

Discussion, 5 minutes.)

- 11. City Manager's Discussion**
- 12. Mayor's Discussion**
- 13. Council Member's Discussion**
- 14. Executive Session**
- 15. 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.



WARD 2 APPOINTMENT ITEM NO. 5.A.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Appointment of Micheal Mosley to Serve as the Council Member for Ward 2, as requested by Mayor Mboka Mwilambwe.

RECOMMENDED MOTION: The proposed Appointment 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: The Mayor of the City of Bloomington has nominated and asks your concurrence in the appointment of: Micheal Mosley to the Bloomington City Council. Micheal Mosley would be appointed to fill the Ward 2 vacancy on the City Council. Their term would be effective immediately, expiring on April 30, 2027. Micheal Mosley's resume is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.A.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Health for Humanity Yogathon , 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 5a. Well-planned City with necessary services and infrastructure

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Proclamation

In Recognition of the Health for Humanity Yogathon Organized by Hindu Swayamsevak Sangh USA 18th January to 2nd February 2025

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, SURYA NAMASKAR (SUN Salutation) is a traditional yogic practice combining a sequence of postures with breathing exercises that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 236 branches in 171 cities and in 32 states including 8 branches in the state of Illinois, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other Sewa ("Service") activities in several cities across USA; and

WHEREAS, HSS is conducting the 20th consecutive annual awareness program Health for Humanity which is a nationwide effort to promote friendship, mutual understanding and good health among multi-cultural and diverse members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon; and

WHEREAS, The Health for Humanity program will be conducted January 18th to February 2nd 2025, and will be free and open to all people, for learning a unique set of yoga postures called Surya Namaskar. YOGA enthusiasts and local organizations are participating in this event.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim 18th January to 2nd February 2025 as

HEALTH FOR HUMANITY YOGA AWARENESS PERIOD

In Bloomington and urge residents to join Health for Humanity Yogathon.

A handwritten signature in black ink that reads 'Mboka Mwilambwe'.

Mboka Mwilambwe
Mayor



A handwritten signature in black ink that reads 'Leslie Yocum'.

Leslie Yocum
City Clerk



PUBLIC HEARINGS ITEM NO. 8.A.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing on the Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: None; Presentation and Public Hearing only.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock
Objective 4c. Preservation of property/home valuations
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2025, the City will begin the 51st year of administering the Community Development Block Grant ("CDBG") Program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs.

For the City, the CDBG Program is managed by the Community Impact and Enhancement (CI&E) Department. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed throughout the program year. Activities in each year are based on a Consolidated Plan that outlines the goals and priorities for a five-year period. The 2020-2024 Consolidated Plan ends on April 30, 2025. Since the Fall of 2023, the City has worked with the Town of Normal ("Town"), the McLean County Regional Planning Commission ("MCRPC"), and other partners to develop the 2025-2029 Consolidated Plan for the City and the Town. The 2025-2029 Consolidated Plan is based on extensive public engagement and outreach completed between April and September 2024.

The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey (181.91% increase compared to the 2020-2024 Consolidated Plan survey participation rate). Surveys were collected through staff attending over 20 community events and with support from many community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town) to

gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and (or) provide staff clarification on data from the resident survey or focus groups. Based on the results of public outreach and data analysis, the following goals were selected for the 2025-2029 Consolidated Plan.

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

Expected revenues for Program Year 2025 (May 1, 2025-April 30, 2026) come from three sources: the annual CDBG allocation from HUD, program income from housing rehabilitation loans, and carry-over funds from previous program years. The AAP was published for public comment before the annual CDBG allocation was announced by HUD, therefore the AAP will be edited once the public comment period closes to reflect the official allocation amount instead of the estimate staff used to prepare the AAP. Revenue sources in the published AAP for Program Year 2025 are listed below.

- CDBG Entitlement Allocation: \$560,967
- Program Income: \$51,033
- Prior Year Resources: \$55,000
- Total Revenue: \$667,000

A Request for Proposals ("RFP") for CDBG Program Year 2025 subrecipient funding was released on November 21, 2024, and applications remained open until January 03, 2025. Applications for public services (including housing services, community planning, and administrative functions) and public facilities and infrastructure (including affordable housing infrastructure development) were submitted using Neighborly software, which facilitates the application and electronic recordkeeping for many of the CI&E Department's grants. Ten applications for public service funding were received. Four applications for public facility and infrastructure improvement funding were received as well. The submitted applications were scored by City staff and external scorers based on a standardized scoring rubric, which was made available with the RFP. Final scores were determined for each application based on the published scoring criteria. Based on this process staff developed the draft Program Year 2025 AAP with the following activities being funded.

- Preservation of Existing Affordable Housing (\$333,000)
 - Homeowner Housing Assistance (\$325,700)
 - Rehabilitation Service Delivery (\$7,300)
- Elimination of Slum and Blight Conditions (\$35,000)
 - Residential Housing Demolition (\$35,000)
- Support the Provision of Public Service Activities (\$84,000)
 - Home Sweet Home Ministries-Unhoused Street Outreach (\$34,000)
 - KTB Financial, Inc.-Financial Empowerment Program (\$32,000)
 - West Bloomington Revitalization Project (WBRP)-Community Operations (\$18,000)
- Public Facility and Infrastructure Improvements (\$125,000)
 - City's Public Works-South Central Sidewalk Improvements Phase II (\$95,500)

- Mid-Central Community Action (MCCA)-Public Facility Improvement (\$29,500)
- Administer CDBG Effectively and Proficiently (\$90,000)
 - Prairie State Legal Services (PSLS)-Fair Housing Program (\$17,000)
 - Housing Authority of the City of Bloomington-Section 3 Training (\$9,000)
 - McLean County Regional Planning Commission-Housing and Community Planning (\$37,000)
 - General Program Administration (\$27,000)

This draft 2025 AAP has been available for public review and comment since January 23, 2025. The public comment period will close on February 23, 2025. The draft [2025-2029 Consolidated Plan and Program Year 2025 AAP](#) is available on the City's website (bloomingtonil.gov), at the HUB (115 East Washington Street, Suite 103), the CI&E office (115 East Washington Street, Suite 201), and at the Bloomington Public Library. A limited number of printed copies will be made available upon request.

This public hearing on the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan is being held to allow public and City Council comment with formal action and approval set for the meeting on March 10, 2025, or the soonest possible meeting after HUD provides the annual allocation information.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Extensive efforts were completed to gather data and feedback from the community for the 2025-2029 Consolidated Plan. The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey collected through staff attending over 20 community events and with the support of several community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town) to gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and (or) provide staff clarification on data from the resident survey or focus groups.

During the City Council's November 18, 2024 special meeting, staff outlined the community outreach process, the results from the community outreach, and the data analysis used to determine priorities and goals for the 2025-2029 Consolidated Plan.

FINANCIAL IMPACT: Delay or lack of approval of the Program Year 2025 CDBG AAP will result in the loss of \$560,967 in federal grant funding used for programs benefitting low-to-moderate-income households within the City. The CDBG Program is entirely grant-funded. A FY 2026 budget amendment will be submitted to Council for review after the AAP has been approved by the U.S. Department of HUD.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[CI&E 1B Draft 2025-2029 Consolidated Plan Public Outreach Analysis](#)



2025-2029

Consolidated Plan Public Outreach Analysis

ABOUT

The Consolidated Plan Process



Community Development Block Grant (CDBG) entitlement communities must develop a five-year Consolidated Plan to assess affordable housing, community development needs, and market conditions to make data-driven, place-based spending decisions for CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan sets spending priorities and goals for a five-year period and is a foundational document for community development efforts beyond the CDBG program.

The City of Bloomington and Town of Normal formed a steering committee with the McLean County Regional Planning Commission (MCRPC), Housing Authority of the City of Bloomington, and Providing Access to Help (PATH) to develop the 2025-2029 Consolidated Plan. The joint consolidated planning outreach process began in the fall of 2023 with updates to the joint Citizen Participation Plan the community outreach and engagement kicked off on April 2, 2024, and continued through August 2024. While each entitlement community receives separate funding allocations and submits individual plans, conducting the outreach and planning process jointly is a more effective use of resources to identify any regional housing and community development priorities.

Plan Partners



Where Community Members Could Find Information on the Planning Process

Staff from the City of Bloomington, Town of Normal, and McLean County Regional Planning Commission utilized different methods to collect input from the respective communities on the 2025-2029 Consolidated Plan funding priorities. Outreach efforts targeted both the general community, and specific populations such as low-and-moderate-income residents, renters, and black, indigenous, people of color. Information on the planning process and how residents could participate was also available in several methods to reach as many people as possible.

Citizen Participation Plan

Entitlement communities are required by law to adopt a detailed CDBG Citizen Participation Plan (CPP) containing the policies and procedures for stakeholder consultation and public engagement to develop the five-year Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance Evaluation Report. This is required by regulations found at 24

CFR 91.105. The first step in the Consolidated Plan outreach process was to review and revise the City and Town the joint CPP. Revising the CPP first provided both communities with an updated baseline to guide the planning process.

The steering committee revised the plan to reflect the changed environment post the COVID-19 Pandemic. For instance, language allowing virtual public meetings under certain conditions was included. Additional modifications to the CPP were made to enhance accessibility and simplify sections to making the document easier for residents of both communities to understand. The Normal Town Council approved the updates on February 19, 2024, with Resolution 6215. The Bloomington City Council approved the changes to the CPP in April 2024 with Resolution 2024-009.

Website

Another critical step in the Consolidated Plan outreach process was to create a page on the MCRPC website dedicated to everything CDBG Consolidated Plan. The web page hosted a variety of information, including the current state of the process, an explanation of the CDBG program and CDBG eligible activities, links to the online version of the resident survey in all languages, and the location of resident survey drop-off boxes. The City of Bloomington also posted this information on the City CDBG Public Notices Page. The Town utilized the Normal Forum website to further promote the Consolidated Plan outreach efforts.

Resident Survey

Community members were provided the opportunity to give feedback through a brief resident survey. The primary opportunity community members had to give feedback was through a brief resident survey. This survey would be the primary method of data collection for the Consolidated Plan. The resident survey used for the 2020-2024 Consolidated Plan was modified slightly for the 2025-2029 Consolidated Plan outreach. Small adjustments were made to reflect the different environment and improve clarity. The steering committee decided to keep the survey as similar as possible to the 2020-2024 plan version for comparative analysis.

The Resident Survey (See the Appendix) comprised of open-ended and

multiple-choice questions. The open-ended questions asked residents to rank the three most important public facility & infrastructure and public service projects, and which neighborhoods should be targeted with the funding. Finally, the survey asked a series of demographic questions to provide a picture of who was responding to the survey.

The survey was made available in both paper and digital (Jot form) formats in English, Spanish, and French. Paper survey opportunities also provided older residents or community members with limited access to the internet an opportunity to participate in the process. Copies of the surveys and drop boxes were made available at twenty-three locations throughout Bloomington and Normal. This provided an opportunity for residents to complete the survey while waiting for services. The paper survey also included a QR code linked to the electronic survey. This proved helpful at outreach events when residents were interested in taking the survey but didn't have time to complete it right then. The majority of the survey responses were submitted electronically.

Outreach Events

Community events provided opportunities to reach residents from different backgrounds and gather feedback from historically marginalized communities. MCRPC, City of Bloomington, and Town of Normal staff attended over 25 events to engage directly with residents from both communities. Paper surveys and the link to the electronic survey were made available to residents. The in-person events offered an opportunity for staff to provide additional information about CDBG and the consolidated planning process.

Events included the Downtown Bloomington Farmers' Market (5 times), McLean County Chamber of Commerce Business Before Hours, April Downtown Bloomington First Friday, Bloomington Parks Family Day, Phoenix Towers & Wood Hills Peace Meals Lunch, Festival ISU, parent pick-up at Unity Community Center, Bloomington Coffee with a Cop, Pridefest, Holi Moli Festival, Sweet Corn Circus (2 days), Cruisin' Uptown, McLean County Fair (4 days), Juneteenth Celebration at Miller Park, City & County Health Fair, and Back to School Alliance Backpack pick-up.

The survey was open to any resident of Bloomington or Normal, but special efforts were taken to reach low-to-moderate-income populations, as they are the intended beneficiaries of CDBG funds.

Public Forums

While the survey allowed residents to voice their opinions via open-ended and multiple-choice questions, public meetings allowed residents to interact directly with City, Town, and MCRPC staff to expand further on the needs and priorities they see in their neighborhoods. Additionally, the public meetings allowed staff to discuss the purpose and intent of the CDBG program and explain some of the restrictions of the funds. People could attend either virtually or in person in their respective communities.

Attendance Figures (does not include staff):

- In-Person (Bloomington)- 22
- In-Person (Normal) - 10
- Virtual: 25 total - (Bloomington 16, Normal 9)

City and Town staff gave a brief overview of the CDBG program. Then in-person meeting attendees participated in a resource allocation activity designed to reflect the funding restrictions associated with CDBG. With a fictional \$80 representing a year's CDBG allocation, attendees were asked to distribute that money in \$5 increments between public services, public facilities and infrastructure, and housing activities as these categories broadly reflect the eligible funding categories designated by HUD for the CDBG program. Spending was restricted to only \$80 to signify that 20%, or \$20 in this case, can be reserved for administrative expenses. Participants could only spend \$15 on public service activities to remain in line with the 15% cap on public service activities.

Once the results were tallied, attendees were asked to share why they selected the resources as they did. While many of the issues identified as priorities in the resident survey rose to the top again, the differences became clearer when the resources were limited. Additionally, some issues not listed in the survey or allocation activity were identified as needs. This provided valuable insight during the data analysis portion of the planning process.

Like the in-person forms, virtual forum attendees received an introduction to the CDBG program. Then program attendees were split into breakout rooms for their community where they were asked to give input on the public services, public infrastructure and housing needs in the community.

Once the needs were discussed, the participants were asked to provide their top three priorities for each category. Lastly, the City and Town staff asked how they could assist not-for-profit organizations. Below is a word cloud from one of the virtual breakout sessions. This

real-time interaction was supported by Menti.

What are the housing needs in our community?

32 responses



Stakeholder Focus Groups

Focus groups were held to gain additional insights from stakeholders on the needs of the people they serve and how CDBG funds could be used to address those needs. Seven different focus groups included:

1. Homeless & Housing Non-Profit Providers
2. Infrastructure & Climate Resiliency Experts
3. Lenders, Housing Developers & Realtors
4. Social Service and Healthcare Providers
5. Major Employers & Economic Development Professionals
6. Rental Property Owners
7. College Students



Not including staff, a total of 56 stakeholders attended the focus groups. Staff gave a brief overview of the CDBG program and outlined the uses of CDBG funds in the 2020-2024 Consolidated Plan for both communities. MCRPC staff then led a discussion based on questions designed to discover what stakeholders believed were the greatest needs for their organization and clients/customers and how CDBG funding could address those needs with consideration of the restrictions outlined at the beginning of the meeting. While the discussions between the focus groups differed somewhat due to their topical nature, several common threads arose:

- Housing is a diverse issue and includes a variety of areas such as increasing housing diversity, creating affordable housing, preserving and rehabilitating existing housing stock, and creating subsidies for lowering housing costs such as rent, utilities, and down payment.

- Infrastructure needs were a nearly constant theme throughout the focus groups. Some examples are tree planting and landscaping neighborhoods, creating pedestrian islands on busy streets, repairing streets and sidewalks, and adding bike lanes.
- Organizational support in the form of additional funding to meet challenges. Focus groups universally stated that Federal and State funding was insufficient to meet local demand or needs.
- Transportation was also mentioned frequently as a barrier for low- and moderate-income residents.
- Homeless services and the need for additional resources for homeless residents were needs described in several focus groups.

One-on-One Key Informant Interviews

After the resident surveys closed, public events ended, and focus groups were completed, the steering committee determined additional areas they needed more information or clarification.

Staff completed the interviews, virtually or via email with questions developed by the Steering Committee. The following key informant interviews were completed:

- Information Technology/Broadband Access
- Public Transportation
- Child Care

Other Outreach Activities

In addition to attending meetings and events, City, Town, and MCRPC staff worked with community partners and local media to help spread the word about the Consolidated Plan and resident survey. During the public outreach phase, staff used several methods to reach different types of residents. The Resident Survey would not have been nearly as successful without the help of partner organizations.

- Staff gave radio interviews on a local public radio station (WGLT) to provide information on how the public could get involved in the outreach process. Coverage from a local TV station (WEEK) and newspapers (The Normalite and Pantagraph) also helped increase the visibility of the efforts.
- The City, Town, and MCRPC also used their



social media channels (Facebook, Instagram, LinkedIn, NextDoor, GovDelivery, Constant Contact) to promote the survey and outreach process.

- The City created Facebook advertisements to promote the survey to residents in the 61701 zip code.
- The Town utilized its Normal Now newsletter and Normal Forum pages to target Normal Residents
- The Bloomington Mayor proclaimed at a public City Council meeting to celebrate the 50th anniversary of the CDBG program and encouraged residents to complete the survey. He also proclaimed at a different City Council meeting that April 2024 was Fair Housing Month in the City. Prairie State Legal Services discussed the importance of Fair Housing while the resident survey was launched. Meetings are accessible to residents with disabilities and non-English speaking residents.
- The Bloomington City Council included survey information on City Council slides available during public City Council meetings. Meetings are accessible to residents with disabilities and non-English speaking residents.
- The City and the Town sent a postcard mailer to Low Income Housing Tax Credit (LIHTC) units in Bloomington and Normal to encourage residents to take the survey. The mailer included a QR code linked to the survey online.
- Normal mailed postcards to randomly selected addresses for all the HUD Qualified Census Tracts. 2400 postcards were mailed in total.
- Mt. Pisgah Baptist Church on Bloomington's West Side is one of the community's largest congregations. The church helped the City and Town distribute the resident survey to its parishioners and other predominately Black congregations in Bloomington-Normal.
- All three local universities (ISU, IWU, and Heartland Community College) promoted the survey to their student bodies; both school districts (Unit 5 and District 87) sent emails to all parents and guardians, and PATH featured

the survey multiple times in their social service newsletter, the PATH-O-Gram. Other community organizations serving low-and-moderate-income residents including the McLean County Health Department WIC program, Mid-Central Community Action, Western Avenue Community Center, West Bloomington Revitalization Project, and Chestnut Health Care promoted the survey through email and social media.

- The Housing Authority of the City of Bloomington included a copy of the survey in each June 2024 rent statement to public housing residents in Bloomington. They emailed housing choice voucher holders information about the resident survey and a link to take it.



Outreach Results and Next Steps

The outreach process resulted in over 2,100 community members from Bloomington (1,408) and Normal (700) completing the resident survey. This far outpaced the efforts from the 2020-2024 Consolidated Plan where 1,210 Bloomington-Normal residents completed the resident survey. The data and information gathered during the outreach process will be used to complete the 2025-2029 Consolidated Plan. Data analysis began in September 2024 and will continue through January 2025. Draft Consolidated Plans for both communities will be available for public comment and review in January or February 2025. Plans will be submitted to HUD no sooner than February 2025.



Images from the events:





For questions or comments, contact us.

Regional Planning
www.mcplan.org
 309-828-4331
 Email: mcrpc@mcplan.org

City of Bloomington
www.bloomingtonil.gov
 309-434-2343
wbessler@cityblm.org

Town of Normal
www.normalil.gov
 309-454-9766
jtoney@normalil.gov

Appendix

Sample Social Media Graphics



**CDBG CONSOLIDATED
PLAN FORUMS**
JUNE 26, 2024

ONLINE



**12 PM JOINT CITY &
TOWN FORUM**

IN-PERSON



**5:30 PM
BLOOMINGTON
LIBRARY
COMMUNITY ROOM**

City of Bloomington ILLINOIS
Consolidated
PLAN RESIDENT
FORUM

Join us for this public forum to provide your input on future Bloomington CDBG funding priorities.

JUNE 26, 2024

5:30 - 7:00 PM
BLOOMINGTON
LIBRARY COMMUNITY
ROOM

Register by 6/25/24
Email cdunlap@cityblm.org to register



2025-2029 Consolidated Plan
Virtual Resident
Forum

Join Staff from the City of Bloomington & Town of Normal to provide your input on CDBG funding priorities.

June 26, 2024

12:00 - 1:30 PM

Please register by emailing
MAdams@mcplan.org by 6/25/24



**COMMUNITY
DEVELOPMENT
BLOCK GRANT**



2025-2029 Consolidated Plan Resident Survey

[Take the
survey here](#)



YOUR INPUT HELPS SHAPE FUTURE CITY
CDBG SPENDING PRIORITIES

Data Analysis

In-Person Public Forum

For the first time, both in-person and virtual meetings were held. The City and Town held separate in-person forums and worked with the McLean County Regional Planning Commission to host a virtual meeting.

In-person meeting attendees participated in a resource allocation activity to reflect the funding restrictions associated with CDBG. With a fictional \$100 representing a year's CDBG allocation, attendees were asked to distribute that money in \$5 increments between Housing, Public Services, and Public Facilities and Improvements. These categories broadly reflected the eligible funding categories designated by HUD for the CDBG program. Each person received three blue dots and 13 red dots. Participants were asked to allocate the blue dots to different Public Services efforts. By limiting the allocation to \$15, attendees could understand that a maximum of 15% of a yearly CDBG allocation can be used for Public Services. Participants were then asked to allocate the red dots (\$65) to a choice of Public Facilities and Improvements and Housing activities. By limiting the total allocation to \$80, attendees were made aware that up to 20% of the yearly allocation can be used for planning and administrative costs. The results of the exercise for both communities are above.

After the resource exercise, attendees shared their thoughts behind some of their votes with City and Town staff. Housing and infrastructure were major themes in the Bloomington and Normal in-person sessions.

Housing Rehabilitation	Bloomington	Normal
Housing Rehabilitation	39 votes	13 votes
Public Housing Modernization	33 votes	0 votes
Demolition of Dilapidated Structures	24 votes	8 votes
Accessibility Improvements	11 votes	5 votes
Public Service		
Child Care	9 votes	3 votes
Homeless Services	9 votes	6 votes

Senior Services	8 votes	0 votes
Fair Housing Services	7 votes	0 votes
Youth Services	7 votes	0 votes
Mental Health Services	6 votes	2 votes
Food Insecurity	5 votes	1 vote
Transportation Services	4 votes	0 votes
Formerly Incarcerated Services	4 votes	2 votes
Disability Services	3 votes	1 vote
Crime Prevention/Awareness	2 votes	0 votes
Health Services	2 votes	1 vote
Community/Recreation Centers	1 vote	0 votes
Job Training/Workforce Development	1 vote	0 votes
Substance Abuse Services	0 votes	0 votes

Public Facilities & Infrastructure

Sidewalk/Street Improvements	35 votes	8 votes
Homeless Facilities/Shelters	27 votes	21 votes
Water/Sewer Improvements	25 votes	8 votes
Community/Recreation Centers	19 votes	2 votes
Accessibility Improvements	13 votes	5 votes
Bus Facility Improvements	13 votes	0 votes
Public Parks/Trails/ Open Spaces	13 votes	4 votes
Medical Facilities	8 votes	3 votes
Electric Vehicle Charging	8 votes	1 vote
Libraries	7 votes	5 votes
Fire Stations	5 votes	0 votes
Police Substations	5 votes	0 votes

Please tell us about yourself!

Do you currently live in Bloomington or Normal?

☐ Bloomington ☐ Normal ☐ Neither

How long have you lived in your community?

☐ Less than 2 years ☐ 2-5 years
☐ 6-15 years ☐ 16-25 years
☐ More than 25 years ☐ Born and raised here

Age

Gender

☐ 18-24 ☐ Male
☐ 25-34 ☐ Female
☐ 35-44 ☐ Transgender
☐ 45-54 ☐ Non-Binary
☐ 55-64 ☐ Other
☐ 65+ ☐ Prefer not to answer

Race (Check all that apply)

☐ American Indian or Native Alaskan
☐ African American/Black
☐ Native Hawaiian or Other Pacific Islander
☐ Asian ☐ White ☐ Multi-Racial
☐ Other ☐ Prefer not to answer

Ethnicity

☐ Latino/Hispanic
☐ Non-Latino/Hispanic
☐ Do you consider English as your second language? ☐ Yes ☐ No

Highest Level of Education Completed

☐ No High School Diploma or GED
☐ High School Diploma or GED
☐ Trade/Technical School
☐ Some College ☐ Bachelor's Degree
☐ Graduate Degree ☐ Other

Household Income (All income sources)

☐ Under \$25,000 ☐ \$25,000-\$49,999
☐ \$50,000-\$74,999 ☐ \$75,000-\$99,999
☐ \$100,000-\$124,999 ☐ \$125,000-\$149,999
☐ \$150,000-\$174,999 ☐ Over \$175,000

Housing Status (Where you currently live)

☐ Own home ☐ Rental unit
☐ With family/friends ☐ Unhoused
☐ In a Congregate Housing Setting (Nursing Home/Shelter/Group Home/Dorm)

Household Size (People)

☐ 1-2 ☐ 3-5 ☐ 6+

How to submit your survey:

By Mail:

McLean County Regional Planning Commission
115 E. Washington Street, Suite M-103
Bloomington, IL 61701

Drop-off Locations:

For a complete list of survey drop-off locations, call MCRPC at **309-828-4331** or visit **mcplan.org**

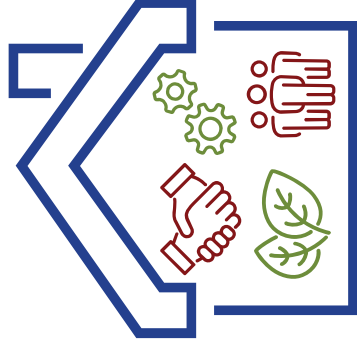
Electronic:

Visit **mcplan.org** or scan the QR Code below.



Participation is voluntary and responses are confidential. Surveys must be submitted by **Aug. 31, 2024**.

Want to provide input at an in-person meeting or virtual meeting? Visit **mcplan.org** for public meeting dates and locations.



**COMMUNITY
DEVELOPMENT
BLOCK GRANT**

City of Bloomington
Town of Normal

RESIDENT SURVEY
for community development

2025-2029 Consolidated Plan



Each year, Bloomington-Normal receives about \$1 million in federal Community Development Block Grant (CDBG) funds. These funds can be used for eligible activities in the areas of housing, economic development, public facilities, public services and planning/administration. All funded activities must meet one of the following national objectives:

- Assisting low- and moderate-income households
- Eliminating or preventing conditions of blight
- Responding to an urgent need

This survey helps provide insight on what is important to our community and informs local governments on how to best allocate grant dollars over the next five years.

Housing

Are you able to easily find safe, sanitary, and affordable housing in your community?

☐ Yes ☐ No

Approximately how much does your household spend on monthly housing costs (mortgage/rent/utilities/taxes/insurance/etc.)? *Do not include other monthly expenses such as food, gas, child care.*

- ☐ Less than \$500 ☐ \$500-\$749
☐ \$750-\$999 ☐ \$1,000-\$1,249
☐ \$1,250-\$1,499 ☐ \$1,500-\$1,749
☐ \$1,750-\$1,999 ☐ \$2,000-\$2,249
☐ \$2,500-\$2,749 ☐ \$2,750-\$2,999
☐ Over \$3,000

Would you be able to cover three or more months of household expenses in an emergency?

☐ Yes ☐ No

Is your current housing unit in need of repairs or improvements?

☐ Yes ☐ No

If yes, how would you describe the housing repair need? *(Check one)*

☐ Minor ☐ Moderate ☐ Substantial

Public Facilities

What type of public facility or infrastructure improvements would you like to see added or expanded in your community? *(Select all that apply)*

- ☐ Accessibility Improvements
☐ Bus Facility Improvements
☐ Community/Recreation Centers
☐ Demolition of Dilapidated Structures
☐ Electric Vehicle Charging Infrastructure
☐ Fire Stations
☐ Homeless Facilities/Shelters
☐ Housing Rehabilitation
☐ Libraries
☐ Medical Facilities
☐ Police Substations
☐ Public Parks, Trails, and Open Spaces
☐ Street/Sidewalk Improvements
☐ Water/Sewer Improvements
☐ Other (Please specify below):

Of those marked above, pick the three most important to you:

1. _____
2. _____
3. _____

Public Services

What type of public services would you like to see added or expanded in your community? *(Select all that apply)*

- ☐ Child Care Services
☐ Crime Prevention/Awareness
☐ Community/Recreation Centers
☐ Disability Services
☐ Fair Housing Services
☐ Food Insecurity
☐ Health Services
☐ Homeless Services
☐ Job Training/Workforce Development
☐ Mental Health Services
☐ Senior Services
☐ Services for the Formerly Incarcerated
☐ Substance Abuse Services
☐ Transportation Services
☐ Youth Services
☐ Other (Please specify below):

Of those marked above, pick the three most important to you:

1. _____
2. _____
3. _____

Are there specific neighborhoods or areas within your community that should be targeted for revitalization?

☐ Yes ☐ No

If yes, please provide the name of the neighborhood or describe the area.





CONSENT AGENDA ITEM NO. 9.A.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the January 13, 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 13, 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
Donna Boelen	Council Member, Ward 2	Remote
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Proclamation for Tamil Heritage Month, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Krishna and Uma Balakrishna, along with multiple representatives were present to accept and thank the Mayor and staff.

Item 5.B. Recognition of Board & Commission Reappointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointment of Amber Collins, Cultural Commission; Rachael Mosley, Property Maintenance Review Board; and Brandon Wheeler, Technology Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Dan Keefe emailed public comment. John Johnston and Jill Whitaker provided in-person public comment. Cathleen Hayes and Barbara Brumleve registered to speak, but were not present at the meeting.

Public Hearing

Item 7.A. Public Hearing on an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009, as requested by the Development Services Department.

Mayor Mwilambwe opened the public hearing at 6:16 P.M.

Kelly Pfeifer, Development Services Director, shared that the land is currently held by McLean County and is zoned R-2 (Residential Family) and, with the zoning map amendment request tied to the Annexation Agreement would move the land into the City as R-2 (Mixed Residence). She explained the development would include 58 attached townhome structures where a Homeowner's Association (HOA) would be established and responsible for maintaining the private roads, trash service, and snow plowing. Director Pfeifer explained public water and sewer would be provided by the City, and then noted the review process that the Planning Commission and Zoning Board of Appeals had positively recommended approval of the item.

Mayor Mwilambwe opened the floor for the public to provide testimony.

Jon Johnston, after being sworn, addressed Council. He stated that he lives across the street from the proposed development in the St. Ivans Circle neighborhood and had attended most of the hearings for the development. He explained his history and involvement in community planning and stressed his concern about inadequate parking for the proposed site, providing examples on St. Ivans Circle. He also expressed concern that the site may threaten or endanger species and habitats, as well as archeological artifacts located nearby. He expressed appreciation for the desire to develop housing but did not agree with the location.

No others came forward to testify.

Mayor Mwilambwe closed the public hearing at 6:25 P.M.

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 Ward 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 November 25, 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 \$14,525,473.92, 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 the Purchase of Two Horton Ambulances through Foster Coach and the Suburban Purchasing Cooperative, in the Amount of \$763,220, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 001

A RESOLUTION APPROVING THE PURCHASE OF TWO HORTON AMBULANCES THROUGH FOSTER COACH AND THE SUBURBAN PURCHASING COOPERATIVE, IN THE AMOUNT OF \$763,220

Item 8.D. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Rehrig Pacific Company, for Garbage and Recycling Carts and Accessories, in the Amount of \$200,772, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 002

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE FROM REHRIG PACIFIC COMPANY, FOR GARBAGE AND RECYCLING CARTS AND ACCESSORIES, IN THE AMOUNT OF \$200,772

Item 8.E. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Altorfer CAT, for One P65 Asphalt Paver, in the Amount of \$ \$67,147.99, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 003

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE FROM ALTORFER CAT, FOR ONE P65 ASPHALT PAVER, IN THE AMOUNT OF \$ \$67,147.99

Item 8.F. Consideration and Action on a Resolution Approving a Contract with Anderson Electric, Inc., for Miller Park Zoo's Katthoefer Building Electrical Improvements (Bid #2025-20), in the Amount of \$186,340, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 004

A RESOLUTION APPROVING A CONTRACT WITH ANDERSON ELECTRIC, INC., FOR MILLER PARK ZOO'S KATTHOEFER BUILDING ELECTRICAL IMPROVEMENTS (BID #2025-20), IN THE AMOUNT OF \$186,340

Item 8.G. Consideration and Action on a Resolution Approving a 2-Year Agreement with NeoGov, to Add the Learn and eForms Modules to the Current Citywide Applicant Tracking System, in the Amount of \$86,010.30, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 005

A RESOLUTION APPROVING A 2-YEAR AGREEMENT WITH NEOGOV, TO ADD THE LEARN AND EFORMS MODULES TO THE CURRENT CITYWIDE APPLICANT TRACKING SYSTEM, IN THE AMOUNT OF \$86,010.30

Item 8.H. Consideration and Action on a Resolution Approving a Tyler MUNIS Software as a Service Agreement with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems and Storage, in the Amount of \$354,479.15, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 006

A RESOLUTION APPROVING A TYLER MUNIS SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, FOR VARIOUS MUNIS MODULES OF THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, CLOUD-HOSTED SYSTEMS AND STORAGE, IN THE AMOUNT OF \$354,479.15

Item 8.I. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 007

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL FOR USE OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANGE FACILITY

Item 8.J. Consideration and Action on a Resolution to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees, in the Amount of \$27,720, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 008

A RESOLUTION APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MCLEAN FOR BOOKING FEES, IN THE AMOUNT OF \$27,720

Item 8.K. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Central Illinois Regional Airport (CIRA) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at Two Fire Stations Owned by the Airport, Located at 2301 East Empire St. (No. 3 Fire Station) and 4040 East Oakland Ave (No. 6 Fire Station), as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 009

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ILLINOIS REGIONAL AIRPORT (CIRA) FOR THE INSTALLATION OF AUTOMATIC METER READ INFRASTRUCTURE (AMI) EQUIPMENT AT TWO FIRE STATIONS OWNED BY THE AIRPORT, LOCATED AT 2301 EAST EMPIRE ST. (NO. 3 FIRE STATION) AND 4040 EAST OAKLAND AVE (NO. 6 FIRE STATION), IN THE AMOUNT NOT TO EXCEED \$1,000 ANNUALLY

Item 8.L. Consideration and Action on A Resolution Approving the Content of and Release of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 010

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

Item 8.M. Consideration and Action on a Resolution Approving the Purchase of Audio Equipment for the Arts & Entertainment Department, from Levin Professional Services, DBA Washington Professional Systems, in the Amount of \$97,371.50, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 011

A RESOLUTION APPROVING THE PURCHASE OF AUDIO EQUIPMENT FOR THE ARTS & ENTERTAINMENT DEPARTMENT, FROM LEVIN PROFESSIONAL SERVICES, DBA WASHINGTON PROFESSIONAL SYSTEMS, IN THE AMOUNT OF \$97,371.50

Item 8.N. Consideration and Action on (1) an Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) a Jurisdictional Transfer Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Hamilton Road to the Municipal System, as requested by the

Engineering Department. (Recommended Motion: The proposed Ordinance and Agreement be approved.)

ORDINANCE NO. 2025 – 001

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

Item 8.O. Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Zoning Upon Annexation, Forcibly Annexed and Reverted Public Lands, and Definitions; and (2) an Ordinance Amending the Bloomington City Code to Replace the Current Chapter 8.5 Pertaining to Annexations, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinances be approved.)

ORDINANCE NO. 2025 – 002

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 44 PERTAINING TO ZONING UPON ANNEXATION, FORCIBLY ANNEXED AND REVERTED PUBLIC LANDS, AND DEFINITIONS

ORDINANCE NO. 2025 – 003

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE TO REPLACE THE CURRENT CHAPTER 8.5 PERTAINING TO ANNEXATIONS

Item 8.P. Consideration and Action on an Ordinance Annexing Property Commonly Known as 1706 Morrissey Drive, Containing 34.4 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the P-2 (Public Lands and Institutions) District (PIN: 21-15-226-017), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 004

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 1706 MORRISSEY DRIVE, CONTAINING 34.4 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT (PIN: 21-15-226-017)

Item 8.Q. Consideration and Action on an Ordinance Approving the Final Plat of Morrissey Hamilton Subdivision, as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 005

AN ORDINANCE APPROVING THE FINAL PLAT OF MORRISSEY HAMILTON SUBDIVISION

Item 8.R. Consideration and Action on an Ordinance Amending Bloomington City Code Updating Chapter 2 Regarding Engineering and City Operations, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 006

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE UPDATING CHAPTER 2 REGARDING ENGINEERING AND CITY OPERATIONS

Item 8.S. Consideration and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.T. Consideration and Action on an Application from QuikTrip Corporation, d/b/a QuikTrip #7193, located at 2202 W. Market St., Requesting Approval for the Creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.U. Consideration and Action on an Application from GS Partners, Inc., d/b/a Ride the Nine/Shooters Lounge, located at 503 N. Prospect Rd., Suite 300, is Requesting Approval of a Change in Ownership for a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and Action on a Resolution Recognizing the Contributions of Dr. Charles Morris to the Bloomington-Normal Community with the Honorary Designation of the 1600 Block of Illinois Street as Dr. Charles Morris Street, as requested by the Engineering Department and the Administration Department.

Mayor Mwilambwe read a statement of the countless contributions of Dr. Charles Morris to the Bloomington-Normal Community. He stated the Honorary Street Designation was a way to honor Dr. Charles Morris' legacy of service, love for his family, and commitment to enriching the lives of others.

Dr. Jane Morris, wife of the late Dr. Charles Morris, and David Morris, son, were both present. Dr. Jane Morris spoke to commemorate some of her husband's contributions to the community. She and her son then thanked Council for the bestowing the honor and for keeping his memory alive.

Council Member Ward noted the street being dedicated is located in her Ward 7 and not Ward 6 as written in the Council memo.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 – 012

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF DR. CHARLES MORRIS TO THE BLOOMINGTON-NORMAL COMMUNITY WITH THE HONORARY DESIGNATION OF THE 1600 BLOCK OF ILLINOIS STREET AS DR. CHARLES MORRIS STREET

Item 9.B. Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009; and (2) an Ordinance Annexing Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, Containing 6.5 Acres, More or Less, Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District, Approving a Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, and Approving a Waiver of the Subdivision Code (Ch, 24), PIN: 21-18-153-009, as requested by the Development Services Department.

City Manager Jeff Jurgens shared that staff were excited about the development.

Kelly Pfeifer, Development Services Director, explained the Special Use permit process and that, due to the variances being requested, a homeowner's association ("HOA") was required to be established. She noted the HOA would be responsible for maintaining all the streets, sidewalks, common areas, as well as handling snow plowing and trash pickup. She then discussed concerns expressed at the public hearings held and shared about the discussions that lead to various solutions to the concerns. Director Pfeifer moved on to describe various parts of the development regarding the request for approval. She ended by reminding Council and the public that the public hearing minutes, as well as the draft HOA covenants were included in the Council packet.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 – 013

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH ARUTHRA, LLC, FOR PROPERTY GENERALLY LOCATED NORTH OF THE INTERSECTION OF FOX CREEK ROAD AND ST. IVANS CIRCLE, PIN: 21-18-153-009

ORDINANCE NO. 2025 - 007

AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED NORTH OF THE INTERSECTION OF FOX CREEK ROAD AND ST. IVANS CIRCLE, CONTAINING 6.5 ACRES, MORE OR LESS, APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE R-2 (MIXED RESIDENCE) DISTRICT, APPROVING A SPECIAL USE PERMIT FOR SINGLE-FAMILY ATTACHED DWELLINGS IN THE R-2 (MIXED RESIDENCE) DISTRICT, AND APPROVING A WAIVER OF THE SUBDIVISION CODE (CH, 24), PIN: 21-18-153-009

City Manager's Discussion

City Manager Jurgens reminded the public that the Committee of the Whole meeting would be held on Tuesday, January 21st due to the observance of Martin Luther King Jr. day. He then provided an update on upcoming cold weather and shared warming shelter resources.

The City Manager recognized Kevin Kothe, City Engineer, for his 37 years of service and upcoming retirement. He thanked him for his commitment and many contributions to City. He ended by providing an update on increased attendance and games won by Bison Hockey.

Mayor's Discussion

Mayor Mwilambwe congratulated Mr. Kothe on his retirement and thanked him for his significant contributions. He noted that Council Member Boelen had resigned from her position as Ward 2 Council Member and provided an update on the current recruitment process.

Council Member's Discussion

No comments were shared.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 6:45 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 9.B.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$8,567,018.74, 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 \$8,567,018.74 (Payroll total \$3,321,102.75, Accounts Payable total \$4,914,482.70, Bank Transfers total \$166,961.37, and Procurement Card Purchases total \$164,471.92).

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
2/10/2025	\$ 2,673,923.72	\$ 644,401.73	\$ 3,318,325.45

Off Cycle Adjustments	\$ 2,795.40	\$ (18.10)	\$ 2,777.30
	PAYROLL TOTAL	\$	3,321,102.75

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
2/10/2025	AP General	\$ 4,495,772.88	12/03/2024-01/02/2025 \$ 164,471.92
2/10/2025	AP JMScott	\$ -	
2/10/2025	AP Comm Devel	\$ 40,066.32	
2/10/2025	AP IHDA	\$ 41,139.11	
2/10/2025	AP Library	\$ 42,543.99	
2/10/2025	AP MFT	\$ -	
1/23/2025-1/31/2025	Out of Cycle AP	\$ 294,960.40	
12/18/2024-1/29/2025	AP Bank Transfers	\$ 166,961.37	
	AP TOTAL	\$ 5,081,444.07	
			PCARD TOTAL \$164,471.92

GRAND TOTAL	\$ 8,567,018.74
--------------------	------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 9.C.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing an Amendment to Increase the Authority Granted by the Bloomington City Council on April 22, 2024, for the Purchase of Traffic Line Paint from Diamond Vogel Paint to a Total Not to Exceed \$130,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2a. Better quality roads and sidewalks

BACKGROUND: The Public Works Department utilizes a self-propelled traffic line painting machine, which was purchased in 2012, to paint lines on streets, shared lane markings for bicycles, turn lane arrows, high visibility crosswalks, etc. This machine requires the pavement marking beads to be loaded mechanically and the traffic line painter to be drawn from 55-gallon drums.

Diamond Vogel Paint was the selected vendor for Bid #2024-33 which allows for the purchase of traffic line paint that can be used with the self-propelled machine and with the walk-behind traffic line painting machines used. On April 22, 2024, Council approved a unit pricing agreement with Diamond Vogel Paint and authorized purchase(s) under this Agreement up to an amount not to exceed \$120,000 during Fiscal Year 2025.

The unit pricing agreement with Diamond Vogel Paint is renewable in one-year increments until April 20, 2029, upon mutual agreement and based upon satisfactory performance as determined by the Public Works Director and subject to the approval of the City Manager. Future spending authority will be included as a line item in the PW budget proposal and is subject to Council approval of the Annual Budget.

If this Item is approved, the Department's authority to purchase under the unit pricing agreement will be increased by \$10,000 for the period beginning May 1, 2024, and ending April 30, 2025. This will allow Public Works to install additional traffic line paint and beads that are required to complete existing traffic line paint work orders.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA

FINANCIAL IMPACT: On April 22, 2024, Council approved an agreement in the amount not to

exceed \$120,000. If this change order is approved, the amount will be increased to \$130,000. This will be paid out of the Street Maintenance Traffic Line Paint account (10016120-71096). Stakeholders can locate this in the FY2025 Adopted Budget Book titled "Budget Overview & General Fund" on page 301. If needed, funds will be transferred from other accounts to accommodate this increase.

The contract term may be extended in one-year increments until April 20, 2029, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director and subject to the approval of the City Manager. The prices contained in the original agreement will remain constant through each renewal period. In the event that Bidder requires a price increase, the City maintains the right to reopen bidding, solicit quotations, and purchase from competitive vendors for the remainder of the contract period.

Respectfully submitted for consideration.

Prepared by: Katie Stamp, Office Manager

ATTACHMENTS:

[PW 1B Resolution](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE AUTHORITY
GRANTED BY THE BLOOMINGTON CITY COUNCIL ON APRIL 22, 2024, FOR THE
PURCHASE OF TRAFFIC LINE PAINT FROM DIAMOND VOGEL PAINT TO A TOTAL
NOT TO EXCEED \$130,000**

WHEREAS, on April 22, 2024, the City of Bloomington (“CITY”) approved a unit pricing agreement (“Agreement”) with Diamond Vogel Paint and authorized the Public Works Department to purchase up to \$120,000 of pavement marking paint and pavement marking bead material (collectively “traffic paint materials”) required for projects competed during Fiscal Year 2025; and

WHEREAS, due to the nature and extent of traffic line paint work orders approved during Fiscal Year 2025 the cost of necessary traffic paint materials will exceed the approved amount; and

WHEREAS, the purchase of additional traffic paint materials is required to complete additional necessary work that will advance the best interests of the City, and the Public Works Department currently has the additional funds necessary to cover this increased cost; and

WHEREAS, staff recommends increasing the total amount approved for the purchase of traffic paint materials under the Agreement by \$10,000 to a total of \$130,000 for Fiscal Year 2025; and

WHEREAS, the Agreement allows for automatic extension in one-year increments until April 20, 2029, if approved by the Public Works Director and the City Manager, and in amounts covered by the budget for each fiscal year; and

WHEREAS, all future purchases under this Agreement and any extension thereof are subject to Council approval of the amount contained in a line item within the Annual City Budget for the purchase of traffic line paint and bead materials; and

WHEREAS, the City Council finds it in the best interest of the City to amend the authority previously granted for purchases during Fiscal Year 2025, and to clarify its intent with respect to authority for purchases under the Agreement in future fiscal years.

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 complete the additional purchases necessary, up to a total of \$130,000 during Fiscal Year 2025, and purchases in fiscal years, 2026 through 2029, as approved through the respective annual City Budget process.

PASSED this 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 9.D.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor range and police training facility on land located fourteen miles east of Bloomington on Route 9. An intergovernmental agreement ("IGA") was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the City of Lexington. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current IGA expired on December 31, 2024. A new agreement is proposed. The rate for the City of Lexington is \$1,315.51 and represents payment for use from January 1, 2025, to December 31, 2025. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Lexington

FINANCIAL IMPACT: If approved, the City of Lexington will pay \$1,315.51 for the use of the facility for calendar year 2025. This will be recorded in the Police-Property/Facility Rental Fees account (10015110-54430). Stakeholders can locate this in the FY 2025 Budget Book titles "Budget Overview & General Fund" on page 231.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF LEXINGTON FOR THE USE OF THE CITY OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANCE FACILITY

WHEREAS, subject to the provisions of the City Code, staff are recommending an Intergovernmental Agreement with the City of Lexington for the use of the City's Police shooting range, where the City of Lexington would pay the City of Bloomington \$1,315.51 for the calendar year 2025 (Exhibit A); and

WHEREAS, under Article 7. Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the City of Lexington are home rule municipalities under Article 7, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the City of Lexington desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; 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 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL REGULATING THE USE BY THE TOWN OF NORMAL OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the City of Lexington are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the City of Lexington desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the City of Lexington and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The City of Lexington.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 4 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 4 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of one thousand three hundred fifteen dollars and fifty-one cents (\$1,315.51) for use of the facility for 2025. This fee shall be paid on January 1st of 2025 and shall represent payment for use from January 1, 2025, until December 31, 2025. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 4 shooting dates during the year. If the agency receives fewer than 4 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2025, and terminating on December 31, 2025. First payment is due January 1, 2025.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

01/20/2025
Date

City of Lexington

By: 
Mayor

ATTEST: 
City of Lexington Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 9.E.

FOR COUNCIL: February 10, 2025

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

SUBJECT: Consideration and Action on (1) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$699,688; (2) a Resolution Approving a Construction Engineering Services Agreement for Hamilton Road Phase I. for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in an Amount Not to Exceed 699,688, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolutions 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 use State Motor Fuel Tax Funds and enter into an Engineering Services Agreement with Hutchison Engineering, Inc. for Construction Engineering Services of "Phase 1" Hamilton Road, from Commerce Parkway to Morrissey Drive. A similar Construction Services Agreement will be proposed for "Phase 2" of the Hamilton project, covering the section from Bunn Street to Commerce Parkway, once "Phase 2" is bid.

Through the approved agreement, not to exceed \$699,688, Hutchison Engineering, Inc. will manage Construction Engineering Services by providing a Resident Technician (RT) and a certified staff to oversee construction quality, adherence to Illinois Department of Transportation ("IDOT") and Norfolk Southern Railroad ("NSRR") standards, and contract compliance. Key responsibilities include acting as the City's Liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining records in IDOT's Construction & Materials Management System ("CMMS") system, preparing project documentation, and coordinating schedules, inspections, and utility relocations. The consultant will enforce traffic control and stormwater compliance, perform quality assurance field and material testing, and finalize project completion through inspections, punch lists, and as-built documentation delivery. Additional details on the scope and fee can be found in the attached documents.

In November 2024, the Department initiated the drafting of a Request for Statement of Qualifications ("RFQ") in compliance with IDOT Local Roads guidelines. The RFQ was published in *The Pantagraph* and posted on the City's Procurement Portal, *OpenGov*, on November 20, 2024, inviting prospective firms to participate. The submission window closed on December 16, 2024, followed by an evaluation of firms and the Department informed the

selected firm of its intent to proceed with an agreement, contingent on City Council approval. City staff are confident that entering into this agreement is in the community's best interest to ensure the successful completion of the Hamilton Road project.

A general rule of thumb for the cost of construction services is 10-12% of the construction costs, while historically staff has used 10% for budgetary purposes. The amount depends upon the project's size, complexity, and scope needs. The proposed agreement is 14.9% of construction costs (\$4,698,912) and includes the necessary resources to ensure the consultant can respond to any construction schedule presented by the contractor and is able to complete as-built plans and finalize all documentation needed to close out the contract with IDOT. Any unused funds will be returned to the City.

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.

This project, spanning approximately 1.6 miles, will be bid and constructed in two phases. Please refer to the attached Split Plan map for detailed information on the phases. "Phase 1" of the Hamilton Road project, from Commerce Parkway to Morrissey Drive (shown by green lines in the referenced map), will include widening, adding turn lanes, resurfacing, and upgrading traffic signals at Morrissey Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On November 20, 2024, a legal notice was published in *The Pantagraph* newspaper requesting a statement of qualifications.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Engineering Services Agreement for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in the Amount Not to Exceed 699,688. This will be paid from the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 233 & 234.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 2B IDOT Resolution](#)

[ENG 2C Resolution](#)

[ENG 2D Agreement Exhibit A](#)

[ENG 2E Split Phases 1 & 2 Map](#)

[ENG 2F Hamilton Road Project Map](#)



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00360-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Bloomington

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton RD	0.36	FAU 6371	02.84 (Commerce Parkway)	03.20 (Morrissey Drive)

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase III Construction Engineering Services as provided by Hutchison, Inc. for efforts regarding providing staff to oversee construction quality, adherence to IDOT & NSRR standards, and contract compliance.

2. That there is hereby appropriated the sum of Six Hundred Ninety Nine Thousand Six Hundred Eighty Eight

Dollars (\$699,688.00) for the improvement of

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

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

I, Leslie Yocum

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

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

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

Council

Governing Body Type

of Bloomington

Name of Local Public Agency

at a meeting held on February 10, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year .

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR HAMILTON ROAD PHASE I. FOR MOTOR FUEL TAX (MFT) FUNDS, WITH HUTCHISON ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED 699,688

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Construction Engineering Services Agreement for MFT Funds (“AGREEMENT”) between the City of Bloomington and Hutchison, Inc., for the Hamilton Road Project (“PROJECT”) from Commerce Parkway to Morrissey Drive, in an amount not to exceed \$699,688; and

WHEREAS, the Construction Engineering Services Agreement for MFT Funds is attached (Exhibit A); and

WHEREAS, the PROJECT will increase the safety and provide a continuous east-west transportation corridor south of Veterans Parkway; and

WHEREAS, the AGREEMENT includes Construction Engineering Services by providing a Resident Technician (RT) and a certified staff to oversee construction quality, adherence to Illinois Department of Transportation (“IDOT”) and Norfolk Southern Railroad (“NSRR”) standards, and contract compliance; and

WHEREAS, the AGREEMENT also includes acting as the City’s Liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining records in IDOT’s Construction & Materials Management System (“CMMS”) system, preparing project documentation, and coordinating schedules, inspections, and utility relocations; and

WHEREAS, the AGREEMENT also includes enforcement of traffic control and stormwater compliance, perform quality assurance testing, and finalize project completion through inspections, punch lists, and as-built documentation; and

WHEREAS, the PROJECT contributes to Strategic Plan objectives to have better quality roads and sidewalks and a well-planned City with necessary services and infrastructure; 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 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



**Illinois Department
of Transportation**

**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT CE	Agreement Type Original
--	--------------------------------	-----------------------------------

LOCAL PUBLIC AGENCY

Local Public Agency City of Bloomington	County McLean	Section Number 16-00360-00-PV	Job Number C-95-008-21
Project Number	Contact Name Bob Yehl	Phone Number (309) 434-2641	Email byehl@cityblm.org

SECTION PROVISIONS

Local Street/Road Name Hamilton Road	Key Route FAU 6371	Length 2075'	Structure Number N/A
Location Termini Hamilton Road - Railroad tracks to 600' east of Morrissey Drive (US 150)			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Morrissey Drive (US 150)	Key Route	Length 500'	Structure Number N/A
Location Termini Hamilton Road to 500' south of Hamilton Road			Add Location Remove Location

Project Description

Project consists of street reconstruction including HMA pavement with aggregate subbase, curb and gutter, storm sewer system, HMA path, PCC sidewalk, PCC driveways, water system, traffic signals, and other collateral work.

Engineering Funding	☒ MFT/TBP	☒ State	☐ Other	RBI
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☒ State	☒ Other
STU, Fed community project, RBI, COVID				

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Hutchison Engineering, Inc.	Contact Name W. Shane Larson	Phone Number (309) 368-0689	Email slarson@hutchisoneng.com
Address 8305 N. Allen Road, Suite 4	City Peoria	State IL	Zip Code 61615

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

(b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).

11. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$610,653.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Clark Dietz, Inc.		\$89,035.00
Subconsultant Total		\$89,035.00
Prime Consultant Total		\$610,653.00
Total for all work		\$699,688.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

City of Bloomington

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

City of Bloomington

City

Clerk

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hutchison Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Director of Operations - Peoria

Title

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	16-00360-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

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

The scope of services will be as follows:

1. Provide a Resident Technician and construction inspectors to oversee all work performed by contractors.
2. Document all contract quantities on approved IDOT forms and CMMS system.
3. Perform on-site materials testing including nuclear density for earthwork, aggregate, and HMA, DCP testing, field and lab concrete testing. Testing will be documented on IDOT forms.
4. Complete daily diary entries and weekly reports.
5. Complete daily traffic control inspections on approved IDOT forms.
6. Complete erosion control inspections on approved IDOT forms.
7. Develop and submit pay estimates to Owner for review and processing.
8. Complete change orders as needed.
9. Conduct pre-construction meeting.
11. Conduct weekly progress meetings.
12. Attend meetings with the Owner, contractor , and IDOT as needed.
13. Review and approve shop drawings.
14. Check contractor layout.
15. Project close-out coordination with IDOT.
16. Lead property owner coordination.
17. Assist City with utility coordination.
18. Develop As-Built plans and submit to City (2 hard copies and one electronic copy).
19. Develop punchlist at end of project and coordinate with contractor to complete all items.
20. Final inspect project with City and IDOT.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	16-00360-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Project is anticipated to start on March 1, 2025 and be completed on September 27, 2025. It is anticipated project closeout will be completed by December 31, 2025.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	16-00360-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 12/16/24

Method(s) used for advertisement and dates of advertisement

Newspaper - Pantagraph - 11/20/24

City's Procurement Portal - 11/20/24-12/16/24

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Approach	20%
Firm Experience	15%
Specialized Expertise	10%
Staff Capabilities	30%
Workload Capacity	15%
Past Performance	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Carla Murillo - Procurement Manager, Kevin Kothe - City Engineer, Bob Yehl - Asst. City Engineer, Chad Langan - Senior Civil Engineer

Top three consultants ranked for this project in order

1 Hutchison Engineering, Inc.

2

3

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency		Prime Consultant (Firm) Name	County	Section Number	
City of Bloomington		Hutchison Engineering, Inc.	McLean	16-00360-00-PV	
14	QBS according to State requirements used?			☐	☒
15	Existing relationship used in lieu of QBS process?			☒	☐
16	LPA is a home rule community (Exempt from QBS).			☐	☐



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

Local Public Agency City of Bloomington	County McLean	Section Number 16-00360-00-PV
Prime Consultant (Firm) Name Hutchison Engineering, Inc.	Prepared By W. Shane Larson	Date 1/20/2025
Consultant / Subconsultant Name 	Job Number C-95-008-21	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	11	MONTHS			OVERHEAD RATE	176.33%
START DATE	2/15/2025				COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026				% OF RAISE	2.00%
END DATE	1/14/2026					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/15/2025	1/1/2026	11	100.00%

Local Public Agency

City of Bloomington

County

McLean

Section Number

16-00360-00-PV

Consultant / Subconsultant Name

Job Number

C-95-008-21

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	55	\$110.00	\$6,050.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	27700	\$0.70	\$19,390.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	170	\$65.00	\$11,050.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$50.00	\$50.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
OT Premium	Eng Tech 5 = \$54.10/2 = \$27.05	400	\$27.05	\$10,820.00
OT Premium	Eng Tech 2 = \$35.78/2 = \$17.89	250	\$17.89	\$4,472.50
Per Diem		55	\$68.00	\$3,740.00
Total from Attached Page		1	\$7,250.00	\$7,250.00

TOTAL DIRECT COSTS: \$62,822.50

Additional Direct Costs:

Item	Quantity	Unit	Contract Rate	Total
Nuclear Density Gauge	5	Days	\$50.00	\$250.00
GPS Survey Equipment	5	Days	\$200.00	\$1,000.00
Concrete Cylinder Breaking	120	Each	\$50.00	\$6,000.00
SUB-TOTAL DIRECT COSTS				\$7,250.00

CITY OF BLOOMINGTON
HAMILTON ROAD - IDOT CONTRACT 91599
PHASE III SERVICES

LABOR/OVERHEAD/PROFIT

WORK ITEM	Principal	Regional Manager	CE - PM Eng 6	Eng 5	Eng 4	Eng 3	Eng 2	Eng 1	Eng Tech 6	Eng Tech 5	Eng Tech 4	Eng Tech 3	Eng Tech 2	Eng Tech 1	Total
Pre-Construction Activities															
Pre-Construction Meeting															0
Prep for Meeting (Agenda, Sign in Sheet)										1					1
Plan Review			16							40			20		76
Meeting Attendance			4							4			4		12
Field Layout															0
Measuring Removal Items										40			40		80
Traffic Control Layout										4			4		8
Shop Drawing Review			2							16			8		26
Construction Inspection/Materials Testing															0
RE - 150 Week Days + 25 Saturdays										1674			1500		3174
Math Tester - (20 Days x 12 hrs/day)														240	240
PM - 4 hrs/week x 30 weeks			120												120
Documentation															0
Project File Setup			4												4
RE/PM Meeting to discuss doc procedures/issues			2												2
Daily Doc - Doc Tech (8 hrs/week @ 28 weeks)															0
Project Closeout															0
Finalizing Files			8							40			16		64
Review Revisions			4							16			8		28
Administration	8								4				8		20
Total Hours	8	0	160	0	0	0	0	0	4	1835	0	0	1608	240	3855
Current Rates	\$86.00	\$83.86	\$71.43	\$63.53	\$54.60	\$46.96	\$39.20	\$34.91	\$61.67	\$54.10	\$47.58	\$40.18	\$35.78	\$29.16	
Total Labor/Overhead/Profit	\$688	\$0	\$11,429	\$0	\$0	\$0	\$0	\$0	\$247	\$99,274	\$0	\$0	\$57,534	\$6,998	\$176,170

IN HOUSE DIRECT COSTS (IHDC)

ITEM	Quantity	Unit	Rate	Total
Mileage				
Resident Technician	26500	Miles	\$0.700	\$18,550.00
PM Site Visits	1200	Miles	\$0.700	\$840.00
Lodging	55	Nights	\$110.000	\$6,050.00
Per Diem	55	Days	\$168.000	\$9,240.00
Daily Vehicle Rate	170	Days	\$65.000	\$11,050.00
Overnight Delivery/Postage	1	L Sum	\$50.000	\$50.00
GPS	5	Days	\$200.00	\$1,000.00
Nuclear Density Gauge	5	Days	\$50.00	\$250.00
Cylinder Compressive Strength Testing	120	Each	\$50.00	\$6,000.00
OT Premium				\$0.00
Eng Tech 5	400	Hours	\$27.05	\$10,820.00
Eng Tech 2	250	Hours	\$17.89	\$4,472.50
Total In House Direct Costs (IHDC)				\$62,822.50

SERVICES BY OTHERS (SBO)

ITEM	Total
Documentation Engineer - Clark Dietz Engineering - BLR 05514 breakdown included	\$89,035.00

TOTAL COMPENSATION

Direct Labor (DL)	176,170
Overhead (OH) (Rate = 176.33)	310,640
In House Direct Costs (IHDC)	62,823
Sub Direct Labor x 10% (.1 x SubDL) X 10%	2,884



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

Local Public Agency City of Bloomington	County McLean	Section Number
Prime Consultant (Firm) Name Hutchison Engineering	Prepared By Keary Roberts	Date 1/21/2025
Consultant / Subconsultant Name Clark Dietz Engineering	Job Number 	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	11	MONTHS	
START DATE	2/15/2025		
RAISE DATE	1/1/2026		
END DATE	1/14/2026		

OVERHEAD RATE	173.75%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/15/2025	1/1/2026	11	100.00%

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Clark Dietz Engineering

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

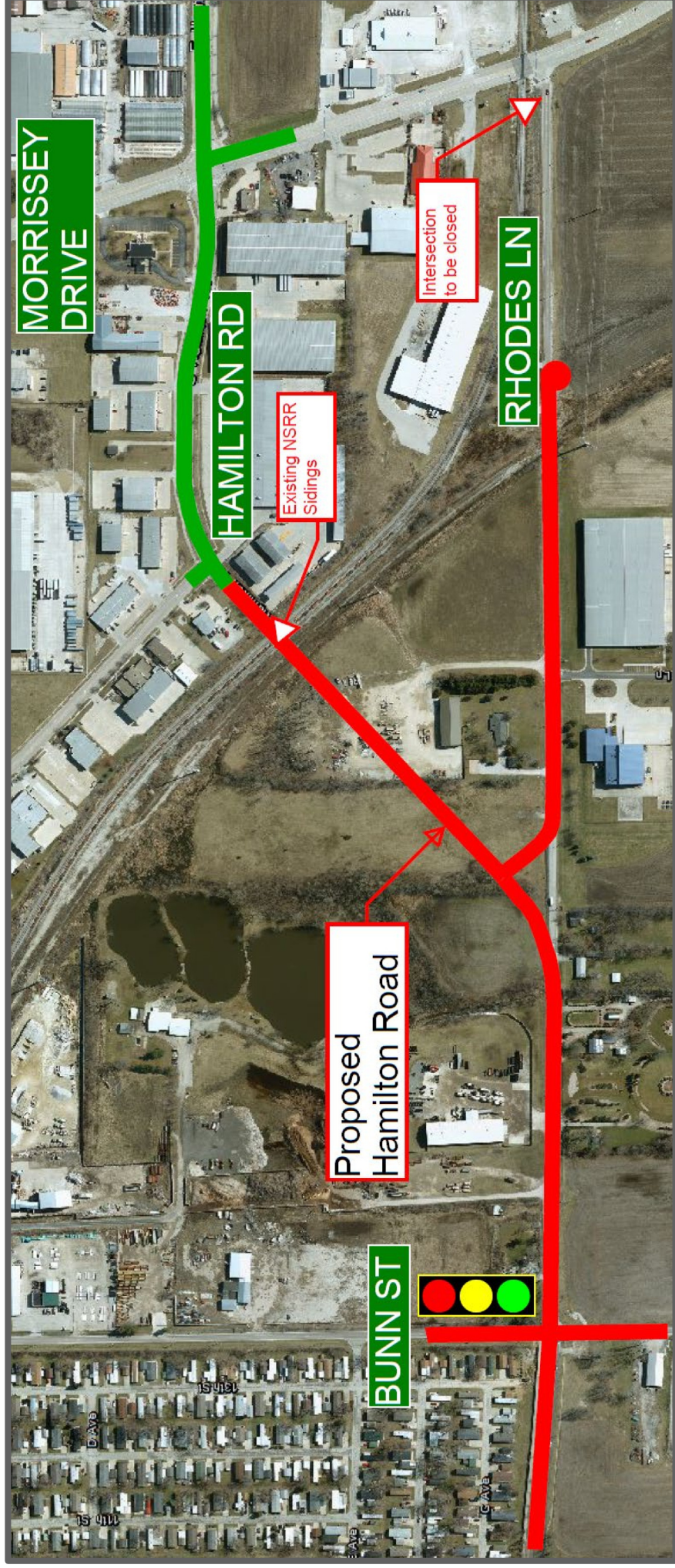
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	87	\$0.70	\$60.90
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	8	\$65.00	\$520.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS: \$580.90

Hamilton Rd, Bunn St to Morrissey Dr

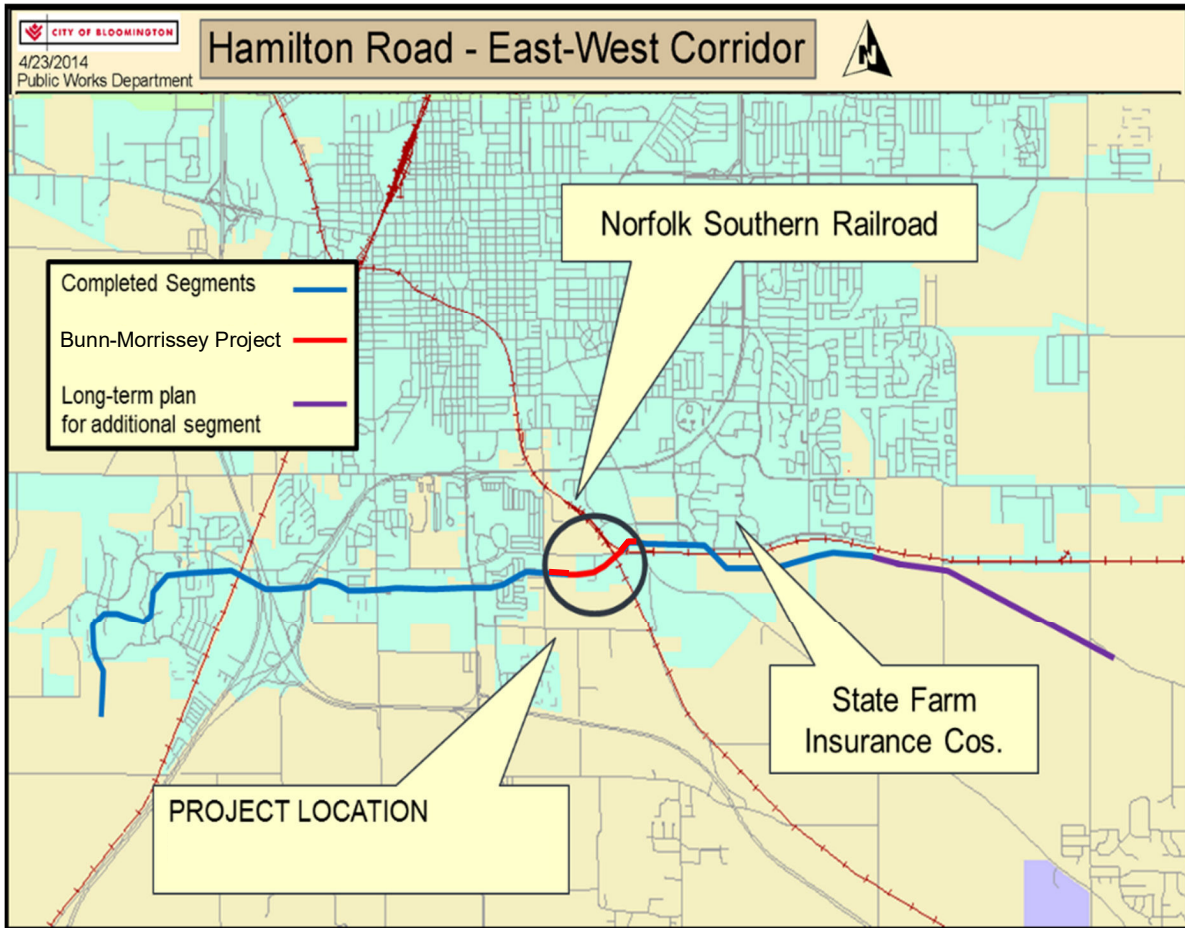
Split Phases 1 & 2



Construction Limits

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

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





CONSENT AGENDA ITEM NO. 9.F.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Payment of an Invoice to the McLean County Highway Department, for the Road Repair to Pipeline Road Addressing a Watermain Path Settlement, in the Amount of \$50,639.20, 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 2a. Better quality roads and sidewalks

BACKGROUND: Over past years, there have been a large number of watermain breaks, watermain crossings, or services that have been installed or repaired along Pipeline Rd., during the winter months. The patches were repaired at the time of the excavations but over time, the patches have settled. McLean County is requesting the City help offset some of the costs to repair these locations before a resurfacing project that is set to start in the spring of 2025. The total estimated cost for HMA patching is \$106,000; in which the County would be willing to cost share 50/50 with the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will make the payment to the County Highway Department, in the amount of \$50,639.20 from the Water Transmission & Distribution Excavation Restoration account (50100120-70557). Stakeholders can locate this account in the FY2025 Adopted Budget Book titled "Other Funds & Capital Improvement" on page 128. If needed, funds will be transferred from other accounts in the Water Fund to accommodate this expense.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 2B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PAYMENT OF AN INVOICE TO THE MCLEAN COUNTY HIGHWAY DEPARTMENT, FOR THE ROAD REPAIR TO PIPELINE ROAD ADDRESSING A WATERMAIN PATH SETTLEMENT, IN THE AMOUNT OF \$50,639.20

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the formal bidding requirements and authorizing the payment of an invoice to the McLean County Highway Department, for the road repair to pipeline road addressing a watermain path settlement, in the amount of \$50,639.20; and

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

WHEREAS, PROJECT consists of pavement patching before the resurfacing project is started by the County Highway Department; and

WHEREAS, the City Council finds it in the best interest of the City to approve waiving bidding requirements and the payment of the invoice to the County Highway Department.

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 payment, and any other necessary documents.

PASSED this 10th day of February, 2025.

APPROVED this ____ day of February, 2025.

CITY OF BLOOMINGTON

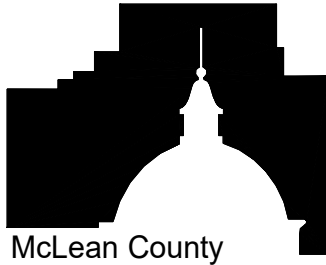
ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

INVOICE



HIGHWAY DEPARTMENT

102 S. Towanda Barnes Road
 Bloomington, IL 61705
 (309) 663-9445 Fax (309) 662-8038
 www.mcleancountyil.gov

INVOICE

24-0141

DATE

12/9/2024

BILL TO

Brett Lueschen
 City of Bloomington, Water Dept.
 603 W. Division Street
 Bloomington, IL 61701
 (309) 728-2353

CUSTOMER ID

City of Bloomington

PAYMENT TERMS

45 Days

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
<u>Pipeline Road (CH 31 / CH 8) Road Project</u>			-
			-
24762 Nighthawk Rd - HMA Entrance (Ton)	5.6	185.00	1,036.00
			-
North Park Entrance - Additional Pavement			-
Variable Depth Milling (Sq Yd)	86.4	7.50	648.00
Incidental HMA (Ton)	7.25	185.00	1,341.25
			-
Mainline HMA Patches			-
Type 3 (Sq Yd) - Half of total quantity	24.1	132.00	3,181.20
Type 4 (Sq Yd) - Half of total quantity	179.85	115.00	20,682.75
			-
2025 work addressing watermain patch settlement			-
Half of estimated cost	1	23,750.00	23,750.00
			-
Make all checks payable to McLean County Highway Fund	TOTAL		\$ 50,639.20

Thank You!



CONSENT AGENDA ITEM NO. 9.G.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Wm. Masters, Inc. for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement (Bid #2025-19), in the Amount of \$419,890, as requested by the Parks & Recreation 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 1d. City services delivered in the most cost-effective, efficient manner

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

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

BACKGROUND: Miller Park Zoo is located in Miller Park at 1020 South Morris Avenue. The Miller Park Zoo is a regional destination hosting Bloomington residents and visitors from all around the State of Illinois. The Zoo received its Association of Zoos and Aquariums ("AZA") accreditation on September 14th, 2024. During the inspection process, the age and condition of the HVAC units were noted by the inspectors. Zoo leadership informed the AZA team that funds were available in FY25 budget for repair and or replacement of the HVAC rooftop units ("RTU") that service the Rainforest.

The Rainforest RTUs are original to the exhibit from 2004. They have exceeded their useful life, and many parts for repairs are obsolete. Replacement of the units to a modernized, more efficient system is recommended.

Through the Architectural and Engineering Professional Services RFQ #2022-25, Dewberry Engineers was selected as being the most qualified through their proposal submission with similar projects, knowledgeable staff, and prior City work. Dewberry agreed to provide plans, bid documents, specifications, and construction oversight for this project. Dewberry Engineers completed said plans, bid documents, and specifications to the City's satisfaction, and Bid # 2025-19 was released to the public through the City's *OpenGov* portal and notified in *The Pantagraph* on November 1, 2024.

Three vendors submitted bids: (1) Wm. Masters, Inc. in the amount of \$419,896; (2) A&R Mechanical Contractors, Inc., in the amount of \$447,935; and (3) Conrad Sheet Metal Co., in the amount of \$479,000. All three vendors were determined to meet the bid requirements and

Wm Masters, Inc. is a local firm. City staff are recommending Wm. Masters, Inc., as the lowest responsive and responsible bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was released on November 1, 2024 through the *OpenGov* portal and advertised in *The Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Wm. Masters, Inc., in the amount not to exceed \$419,896. This was budgeted at \$375,000 in the FY 2025 Budget under Capital Improvement-Buildings account (401000100-72520). Sufficient funds are available in the Capital Improvement Fund to cover the cost overage. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on pages 78, 81, 224, 246, and 279.

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Resolution - Exhibit A - Contract](#)

[P&R 1D Bid Evaluation Tabulation](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING A CONTRACT WITH WM. MASTERS, INC. FOR THE
MILLER PARK ZOO RAINFOREST BUILDING HVAC ROOFTOP UNIT REPLACEMENT
(BID #2025-19), IN THE AMOUNT OF \$419,890**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract (Exhibit A) with Wm. Masters, Inc. be approved for the Miller Park Zoo Rainforest Building HVAC Rooftop Units ("RTU"), in the amount of \$419,896; and

WHEREAS, Miller Park Zoo Rainforest Building RTU's consists of work necessary to bring the current HVAC system in the building up to date, ensure capability to handle current and future needs and code compliance, and modernize system to current efficiency standards; and

WHEREAS, Wm. Masters, Inc. has met all the bid specifications and was low bidder for bid #2025-19 Miller Park Zoo Rainforest Building RTU's; and

WHEREAS, this work was recommended by the 2024 Association of Zoos and Aquariums (AZA) inspections team; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract/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 contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 10th 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 Wm. Masters, Inc

FOR Miller Park Zoo Rainforest Building RTU

THIS AGREEMENT, dated this 17 day of January, 20285 is between the City of Bloomington, IL (hereinafter "CITY") and Wm. Masters, 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 #2025-19 (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:

Wm. Masters Inc 
Attn: Deron Penn 
401 Olympia Dr. 
Bloomington, IL 61704 
deronpenn@ 

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.

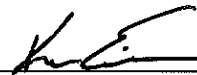
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Division Manager

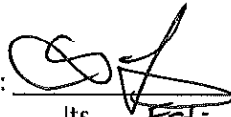
By: 
Its Estimator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

RTU replacements as outlined in Bid #2025-19 Attachment A- Spec Miller Park Zoo RTU Replacement and Attachment B - DWG Miller Park Zoo RTU Replacement.

EXHIBIT B
COSTS/FEEES

\$419,896.00 to Wm. Masters, Inc for services rendered as outlined in Exhibit A and Bid # 2025-19



EVALUATION TABULATION

ITB - PLA No. Bid #2025-19

MILLER PARK ZOO RAINFOREST BUILDING RTU

RESPONSE DEADLINE: December 4, 2024 at 10:00 am

Report Generated: Wednesday, January 29, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Wm. Masters Inc,	\$419,896.00
A&R Mechanical Contractors, Inc.	\$447,935.00
Conrad Sheet metal Co.	\$479,000.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	A&R Mechanical Contractors, Inc.		Conrad Sheet metal Co.		Wm. Masters Inc,	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Zoo RTU Replacement	1	LS	\$447,935.00	\$447,935.00	\$479,000.00	\$479,000.00	\$419,896.00	\$419,896.00
Total						\$447,935.00		\$479,000.00		\$419,896.00



CONSENT AGENDA ITEM NO. 9.H.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with H.J. Eppel & Co., Inc., for the FY 2025 Parking Lots and Trail Resurfacing Program (Bid #2025-24), in the Amount of \$384,731.50, 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

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will enter into an agreement with H.J. Eppel & Co., Inc. ("Eppel") for the Fiscal Year ("FY") 2025 Parking Lots and Trail Resurfacing Program. The project provides for resurfacing at the Lake Bloomington Boat Launch parking lot, Water Treatment Plant Lime parking lot, Butler parking lot, the trail section along Hamilton Road from State Farm Park to Bunn Street, the trail section along Robinson Street between Locust and Chestnut Streets, and a new section of trail that connects Stoneroller Circle to the Benjamin Elementary School Trail.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 a.m. on Friday, January 10, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Four responsible bidders submitted bids on January 10th. Two of the four bidders are local firms. Application of the Local Preference Policy would not change the apparent low bidder. 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.

Resurfacing of these parking lots and sections of trails includes removal of the existing surface, spot repairs, adjusting manholes and other utilities, replacement of the asphalt surface, and pavement markings where applicable. The section of new trail includes excavation, grading, aggregate, and an asphalt surface. Maps of locations for this project are attached.

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

released through the City's *OpenGov* portal and advertised in *The Pantagraph* on December 9, 2024.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with H.J. Eppel & Co., Inc., for the FY 2025 Parking Lots and Trail Resurfacing Program (Bid #2025-24), in the Amount of \$384,731.50.

This will be paid out of the following accounts:

- \$52,842 - Water Mechanical Maintenance-Repair/Maintenance Infrastructure account (50100160-70550). Stakeholders can locate this in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 142.
- \$194,456.50 - Lake Maintenance-Repair/Maintenance Infrastructure account (50100140-70550). Stakeholders can locate this in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 136.
- \$53,549.50 - Capital Improvement-Buildings account (40100100-72520). Stakeholders can locate this in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 265, and 266.
- \$83,883.50 - Capital Improvement - Trails account (40100100-72580). Stakeholders can locate this in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 78, 81, 224, 246, 274, 275, and 276.

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[ENG 1B Resolution](#)

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

[ENG 1D Bid Tab](#)

[ENG 1E Maps](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH H.J. EPEL & CO., INC., FOR THE
FY 2025 PARKING LOTS AND TRAIL RESURFACING PROGRAM (BID #2025-24), IN THE
AMOUNT OF \$384,731.50**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with H.J. Eppel & Co., Inc. be approved for the FY 2025 Parking Lots and Trail Resurfacing Program (PROJECT), in the amount of \$384,731.50; and

WHEREAS, the contract is attached (Exhibit A); and

WHEREAS, PROJECT consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Construction of the new trail section includes excavation, grading, aggregate, and asphalt surface. Incidental work includes pavement patching, inlet adjustments, sidewalk ramps, pavement markings, and other appurtenances as required, and a contingency line item; and

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

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

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

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

PASSED this 10th 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

H.J. Eppel & Co., Inc.

FOR

FY 2025 Parking Lots and Trail Resurfacing

THIS AGREEMENT, dated this ____ day of ____ January ____, 202 5, is between the City of Bloomington, IL (hereinafter "CITY") and H.J. Eppel & Co., 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:

FY2025 Parking Lots & Trails Resurfacing Program - (Bid #2025-24) (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:

H.J. Eppel & Co., Inc.
Attn: Mark Eppel
1400 Tuesberg Ct.
Pontiac, IL 61764
Mark@Eppel.com

Copy to:

H.J. Eppel & Co., Inc.
Attn: Andy Eppel
1400 Tuesberg Ct.
Pontiac, IL 61764
Andy@Eppel.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

H.J. EPEL & CO. INC.
VENDOR

By: 
Its PRES.

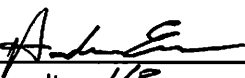
By: 
Its VP

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The proposal package for Fiscal Year 2025 Parking Lots and Trail Resurfacing.

Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes pavement patching, inlet adjustments, sidewalk ramps, pavement markings, and other appurtenances as required.

VENDOR will adhere to all scheduling requirements as set forth in the 11/22/2024 Special Provisions document, which shall be incorporated into this Agreement. This includes a final completion date of August 31, 2025 for all major items of work, with an allowance of ten (10) working days for minor work items.

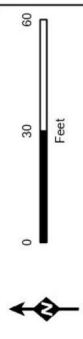
EXHIBIT B
COSTS/FEES

Bid #2025-24 Parking Lots & Trails Resurfacing Program				HJ Eppel & Co.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100	EARTH EXCAVATION	95	CU YD	\$26.00	\$2,470.00
35101400	AGGREGATE BASE COURSE, TYPE B	95	TON	\$47.50	\$4,512.50
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	55	SQ YD	\$32.00	\$1,760.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX C, N 50	1692	TON	\$142.00	\$240,264.00
40800025	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	10075	LB	\$1.30	\$13,097.50
42400800	DETECTABLE WARNINGS	60	SQ FT	\$27.50	\$1,650.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2.0 IN	11875	SQ YD	\$5.00	\$59,375.00
44000600	SIDEWALK REMOVAL	490	SQ FT	\$4.25	\$2,082.50
78001100	PAINT PAVEMENT MARKING, SYMBOLS	152	SQ FT	\$2.50	\$380.00
78001110	PAINT PAVEMENT MARKING LINE, 4"	4600	FT	\$.92	\$4,232.00
COB35802	AGGREGATE BASE REPAIR	386	SQ YD	\$18.00	\$6,948.00
COB42401	PCC SIDEWALK RAMP, 6"	490	SQ FT	\$24.00	\$11,760.00
COB60202	INLET TO BE ADJUSTED, SPECIAL	2	EA	\$500.00	\$1,000.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$3,700.00	\$3,700.00
COB10900	CONTINGENCY	1	LS	\$31,500.00	\$31,500.00
	Total				\$384,731.50

Bid #2025-24 Parking Lots & Trails Resurfacing Program				HJ Eppel & Co.		Hoerr's Blacktop & Sealcoating		McLean County Asphalt Co., Inc.		Rowe Construction, a Div of UCM, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
20200100	EARTH EXCAVATION	95 CU YD		\$26.00	\$2,470.00			\$855.00	\$40.00	\$3,800.00	\$102.88
35101400	AGGREGATE BASE COURSE, TYPE B	95 TON		\$47.50	\$4,512.50			\$2,897.50	\$75.79	\$7,200.05	\$100.25
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	55 SQ YD		\$32.00	\$1,760.00			\$990.00	\$50.00	\$2,750.00	\$96.48
40603310	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX C, N 50	1692 TON		\$142.00	\$240,264.00			\$315,558.00	\$180.00	\$304,560.00	\$168.24
40800025	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	10075 LB		\$1.30	\$13,097.50			\$7,556.25	\$1.00	\$10,075.00	\$72
42400800	DETECTABLE WARNINGS	60 SQ FT		\$27.50	\$1,650.00			\$2,250.00	\$41.80	\$2,508.00	\$64.99
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2.0 IN	11875 SQ YD		\$5.00	\$59,375.00			\$42,750.00	\$9.50	\$112,812.50	\$9.18
44000600	SIDEWALK REMOVAL	490 SQ FT		\$4.25	\$2,082.50			\$1,470.00	\$4.40	\$2,156.00	\$13.12
78001100	PAINT PAVEMENT MARKING, SYMBOLS	152 SQ FT		\$2.50	\$380.00			\$501.60	\$3.00	\$456.00	\$2.09
78001110	PAINT PAVEMENT MARKING LINE, 4"	4600 FT		\$.92	\$4,232.00			\$2,990.00	\$.50	\$2,300.00	\$79
COB35802	AGGREGATE BASE REPAIR	386 SQ YD		\$18.00	\$6,948.00			\$5,018.00	\$79.00	\$30,494.00	\$56.50
COB42401	PCC SIDEWALK RAMP, 6"	490 SQ FT		\$24.00	\$11,760.00			\$7,840.00	\$29.15	\$14,283.50	\$39.03
COB6202	INLET TO BE ADJUSTED, SPECIAL	2 EA		\$500.00	\$1,000.00			\$1,500.00	\$1,760.00	\$3,520.00	\$1,754.18
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1 LS		\$3,700.00	\$3,700.00			\$978.65	\$7,500.00	\$7,500.00	\$25,858.40
COB10900	CONTINGENCY	1 LS		\$31,500.00	\$31,500.00			\$31,500.00	\$31,500.00	\$31,500.00	\$31,500.00
Total					\$384,731.50			\$424,655.00		\$535,915.05	\$541,612.67



CONSTITUTION TRAIL



POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT): 1,015 LB
 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT: 35 SY
 HOT-MIX ASPHALT SURFACE REMOVAL, 2" : 1,500 SY
 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX C, N50 : 168 TON
 PCC SIDEWALK RAMP, 6": 150 SF
 DETECTABLE WARNINGS : 20 SF
 SIDEWALK REMOVAL : 150 SF

Legend	
	Valve Box
	Inlet
Manholes	
	Combination Manhole
	Sanitary Manhole
	Storm Manhole
	Other
Hydrants	
	Very Good Flow
	Good for Residential Areas
	Marginally Adequate
	Inadequate







EARTH EXCAVATION : 95 CU YD
AGGREGATE BASE COURSE, TYPE B, 6" : 95 TON
POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) : 255 LB
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX C, N50 : 63 TON

DESIGNER: KDT

CHECKED BY: RWH

DATE: 11/5/2024

Legend

- Valve Box
- Inlet
- Manholes**
 - Combination Manhole
 - Sanitary Manhole
 - Storm Manhole
 - Other
- Hydrants**
 - Very Good Flow
 - Good for Residential Areas
 - Marginally Adequate
 - Inadequate



- Legend**
- Valve Box
 - Inlet
 - Manholes**
 - Combination Manhole
 - Sanitary Manhole
 - Storm Manhole
 - Other
 - Hydrants**
 - Very Good Flow
 - Good for Residential Areas
 - Marginally Adequate
 - Inadequate

POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT): 5,300 LB
HOT-MIX ASPHALT SURFACE REMOVAL, 2.0" : 7,850 SY
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX C, N50 : 879 TON
PAINT PAVEMENT MARKING, SYMBOLS : 125 SF
PAINT PAVEMENT MARKING LINE, 4" : 2,800 FT
AGGREGATE BASE REPAIR : 250 TON





LAKE BLOOMINGTON LIME PARKING AREA



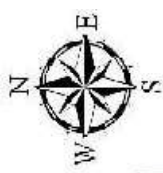
POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT): 1,450 LB
HOT-MIX ASPHALT SURFACE REMOVAL, 2.0" : 2,150 SY
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX C, N50 : 241 TON
AGGREGATE BASE REPAIR : 100 SQ YD

Legend	
Valve Box	Manholes
Inlet	Combination Manhole
	Sanitary Manhole
	Storm Manhole
	Other
Hydrants	
Very Good Flow	Good for Residential Areas
Marginally Adequate	Inadequate

DESIGNER: KDT CHECKED BY: RWLH DATE: 11/5/2024

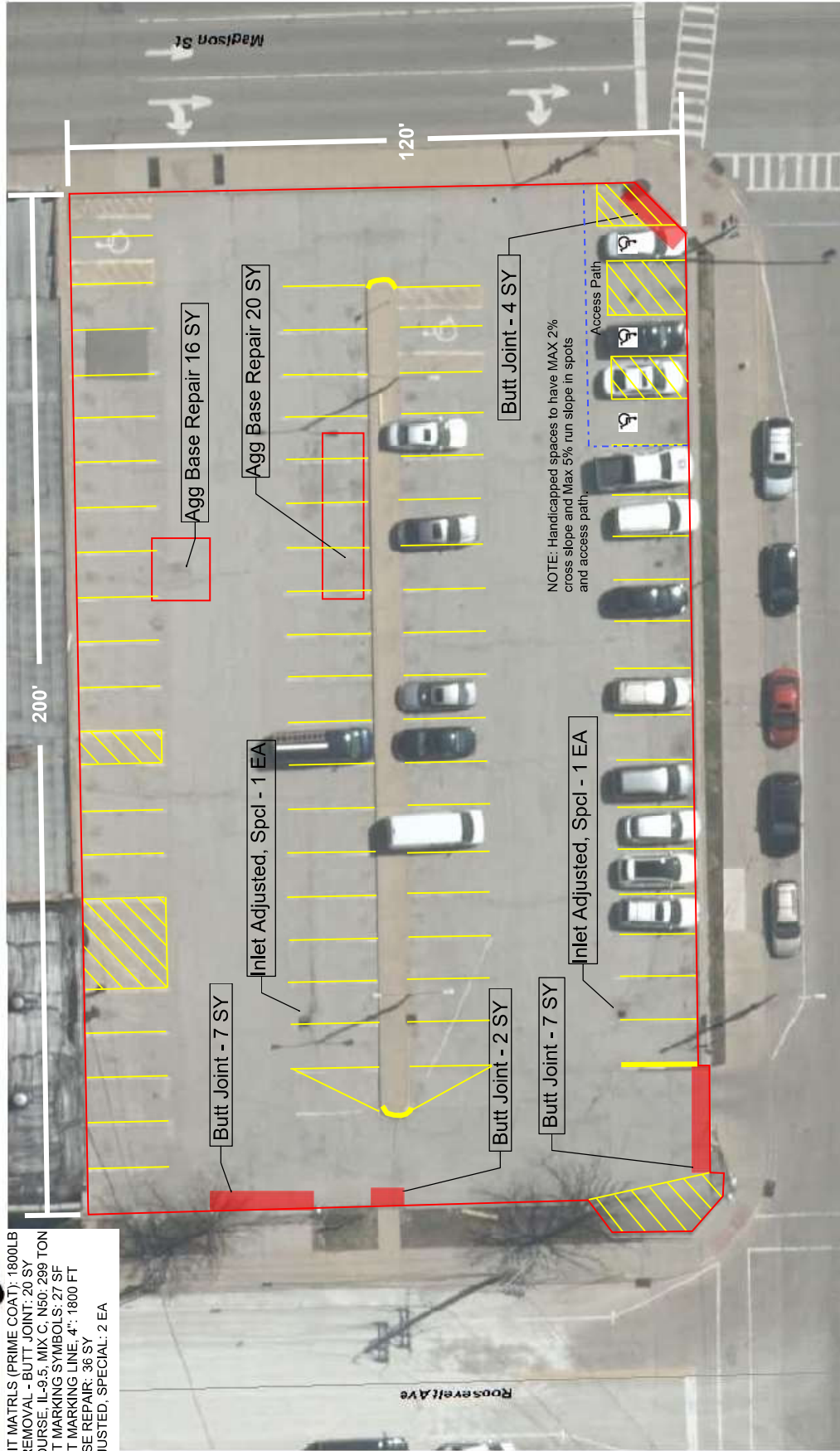
Butler Lot Resurfacing

301 West Front Street



Not to Scale

POLYMERIZED BIT MATRIS (PRIME COAT): 1800LB
HMA SURFACE REMOVAL - BUTT JOINT: 20 SY
HMA SURFACE COURSE, IL-9.5, MIX C, N50: 299 TON
PAINT PAVEMENT MARKING SYMBOLS: 27 SF
PAINT PAVEMENT MARKING LINE 4": 1800 FT
AGGREGATE BASE REPAIR: 36 SY
INLET TO BE ADJUSTED, SPECIAL: 2 EA



Prepared: 11/20/2024



CONSENT AGENDA ITEM NO. 9.I.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Henson Republic Company, for the Bloomington Center for Performing Arts (BCPA) Roof Repair and Replacement (Bid #2025-27), in the Amount of \$668,563, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In early March 2024, the Arts & Entertainment Facilities Supervisor performed a roof inspection of the BCPA building and confirmed the poor condition of the membrane roofing systems. The BCPA has seven roof sections. Two of the roof sections failed the roof inspection completed by Garland Company on October 4, 2024, and were identified as needing to be replaced. One of those is Section #4, located on the east side, which is currently leaking, and Section #3, over the auditorium, which has multiple fastener punctures. The remaining sections have minor repairs which are included in the scope of work.

On Monday, January 6, 2025, Bid #2025-27 - BCPA Roof Replacement was released and advertised in *The Pantagraph* and the City's eProcurement platform, *OpenGov*. Three bids were received and Henson Republic Company was the lowest responsive and responsible bidder with a base bid of \$607,785 and a 10% contingency amount of \$60,778 for a total bid of \$668,563. There were no local firms that bid.

This work is being funded through a grant from the Illinois Arts Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Bid was posted to *The Pantagraph* and eProcurement platform, *OpenGov* on January 6, 2025.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Henson Republic Company, for the BCPA Roof Repair and Replacement, in the Amount of \$668,563. Per Arts & Entertainment, assuming completion and final payment prior to May 31, 2025, the City will utilize an Arts Grant (2023-0035795) to pay for this project. The expense will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). The project was budgeted at \$650,000. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 242, and 248.

Respectfully submitted for consideration.

Prepared by: Cliff Dyas, Facility Supervisor

ATTACHMENTS:

[A&E 1B Resolution](#)

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

[A&E 1D Bid #2025-27 Bid Tabulation](#)

[A&E 1E BCPA Roof Inspection Report](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH HENSON REPUBLIC COMPANY, FOR THE BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) ROOF REPAIR AND REPLACEMENT (BID #2025-27), IN THE AMOUNT OF \$668,563

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract/agreement with Henson Republic Company be approved for the Bloomington Center for Performing Arts ("BCPA") Roof Repair and Replacement (Exhibit A), in the amount of \$668,563 ("PROJECT"); and

WHEREAS, PROJECT consists of work necessary for the replacement of two roof elevations and repairs to four roof elevations at the BCPA; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract/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 contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 10th 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
Henson Republic Company

FOR
BCPA Roof Repair & Replacement

THIS AGREEMENT, dated this ____ day of February, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Henson Republic Company (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 #2025-27 - BCPA Roof Repair & 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:

Henson Republic Company
ATTN: Norissa Stetter
3550 Great Northern Ave.
Springfield IL 62711

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: L. J. Wool
Its Vice President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The Project consists of the demolition and replacement of 15,200 square feet of existing single-ply membrane roof systems (including insulation) with new SBS Modified Bituminous Membrane Roofing systems. The project also includes miscellaneous repairs to other single-ply membrane roof systems (other roof levels) not scheduled to be replaced. This is inclusive of all bid specifications/drawings from Bid #2025-27 - BCPA Roof Repairs and Replacement as well as the procurement documents.

EXHIBIT B
COSTS/FEEES

EVALUATION TABULATION
ITB - PLA No. Bid #2025-27
BCPA Roof Replacement
RESPONSE DEADLINE: January 27, 2025 at 10:00 am
Report Generated: Wednesday, January 29, 2025

SELECTED VENDOR TOTAL

Base Bid:

Henson Robinson Company - \$668,563.00

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):

Henson Robinson Company - \$668,563.00

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.



City of Bloomington
Legal
Chris Spanos, Corporate Council
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB - PLA No. Bid #2025-27

BCPA Roof Replacement

RESPONSE DEADLINE: January 27, 2025 at 10:00 am

Report Generated: Wednesday, January 29, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Henson Robinson Company	\$668,563.00
Kreiling Roofing Company	\$693,987.00
Korellis, Inc.	\$817,908.00

BID #2025-27 BCPA ROOF REPLACEMENT

Base Bid

Bid #2025-27 BCPA Roof Replacement						Henson Robinson Company		Korellis, Inc.		Kreiling Roofing Company	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid - Your bid amount should be inclusive of all the work and requirements in the specifications, drawings, and any addenda.	1	LS		\$607,785.00	\$607,785.00	\$743,553.00	\$743,553.00	\$630,898.00	\$630,898.00
Total							\$607,785.00		\$743,553.00		\$630,898.00

BID #2025-27 BCPA ROOF REPLACEMENT

EVALUATION TABULATION
 ITB - PLA No. Bid #2025-27
 BCPA Roof Replacement

Contingency Amount - 10% of the Base Bid Amount

Bid #2025-27 BCPA Roof Replacement					Henson Robinson Company		Korellis, Inc.		Kreiling Roofing Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	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.	1	LS	\$60,778.00	\$60,778.00	\$74,355.00	\$74,355.00	\$63,089.00	\$63,089.00
Total						\$60,778.00		\$74,355.00		\$63,089.00

The Garland Company, Inc.

Roof Asset Management Program



R A M P®

Bloomington Center for Performing Arts

Prepared By
Ryan Benson

Prepared For
Cliff Dyas

October 04, 2024

Table of Contents

Bloomington Center for the Performing Arts / Client Data.....	3
Bloomington Center for the Performing Arts / Section 1 / Construction Details.....	4
Bloomington Center for the Performing Arts / Section 1 / Inspection: Oct 10, 2024.....	5
Bloomington Center for the Performing Arts / Section 1 / Inspection: Sep 13, 2024.....	6
Bloomington Center for the Performing Arts / Section 2 / Construction Details.....	8
Bloomington Center for the Performing Arts / Section 2 / Inspection: Sep 13, 2024.....	9
Bloomington Center for the Performing Arts / Section 3 / Construction Details.....	13
Bloomington Center for the Performing Arts / Section 3 / Inspection: Sep 13, 2024.....	14
Bloomington Center for the Performing Arts / Section 4 / Construction Details.....	17
Bloomington Center for the Performing Arts / Section 4 / Inspection: Sep 13, 2024.....	18
Bloomington Center for the Performing Arts / Section 5 / Construction Details.....	22
Bloomington Center for the Performing Arts / Section 5 / Inspection: Sep 13, 2024.....	23
Bloomington Center for the Performing Arts / Section 6 / Construction Details.....	27
Bloomington Center for the Performing Arts / Section 6 / Inspection: Sep 13, 2024.....	28
Bloomington Center for the Performing Arts / Section 7 / Construction Details.....	30
Bloomington Center for the Performing Arts / Section 7 / Inspection: Sep 13, 2024.....	31
Bloomington Center for the Performing Arts / Facility Summary.....	33



Client Data

Client: Bloomington Center for the Performing Arts

Client Data

Name	Bloomington Center for the Performing Arts		
Address 1	600 N East St		
City	Bloomington	State	Illinois
ZIP	61701	Country	United States



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 1

Information			
Year Installed	-	Square Footage	351
Slope Dimension	1/4-12	Eave Height	10 ft
Roof Access	Invalid Lookup Choice Value (Ladder)	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 10/10/2024

Roof Section: Section 1

Inspection Information

Inspection Date	10/10/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> • No major deficiencies found. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 1

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> No major deficiencies found. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Photo 1

Overall roof is in Fair shape. No major deficiencies found.

Recommend IR Scan to determine if roof could be a candidate for a Fluid Applied Roof system.



Photo 2

Roof section has good slope.

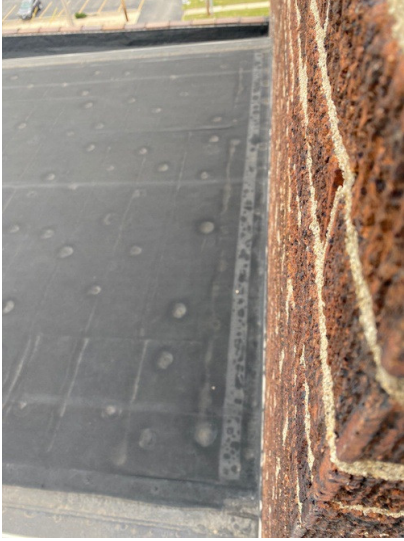


Photo 3

Recommend monitoring the termination bar for the wall flashing as the sealant will eventually wear out between termination bar and the brick wall.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 2

Information

Year Installed	-	Square Footage	4,800
Slope Dimension	1/4-12	Eave Height	46 ft
Roof Access	Internal Roof Hatch	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 2

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> • Small puncture in membrane found. • Some loose/wrinkled wall flashing on Southwest side. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Photo 1

Overall roof is in Fair shape. The membrane is tight to the wall and fully adhered in the field with no major deficiencies found.

Recommend IR Scan to see if roof would be a candidate for a Fluid Applied Roof system.



Photo 2

Overall North end of roof section.



Photo 3

Overall



Photo 4

Wall flashing is wrinkled and unadhered along the Southwest corner of roof section. This is not an immediate issue but should be monitored as the loose membrane can cause additional areas of membrane to become unadhered during high wind events. As additional areas of the roof become unadhered, this can lead to a potential roof blow off during a severe weather/high wind event.



Photo 5

Alternate view of unadhered and wrinkled wall flashing.



Photo 6

Southwest corner with wrinkled loose wall flashing.



Photo 7

Possible minor ponding of water near roof edge where wood-nailer is too high impeding drainage into the gutter.



Photo 8

Ladder is unsecured near the top and feels unsafe to use. See arrow for location of support that is no longer attached to the building. Recommend having this repaired and re-secured.

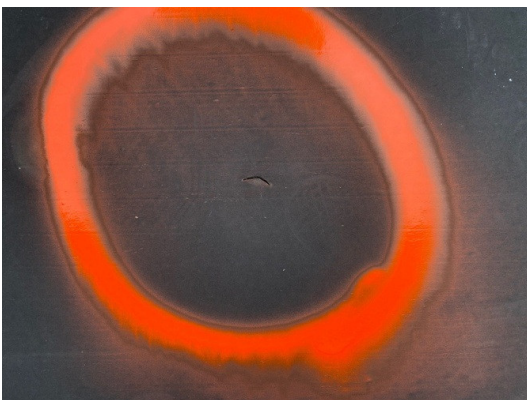


Photo 9

Puncture in membrane found on the North end of roof section.



Photo 10

Close up of puncture in the EPDM membrane.



Photo 11

Puncture sealed up by Garland rep.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 3

Information			
Year Installed	-	Square Footage	11,760
Slope Dimension	1/4-12	Eave Height	54 ft
Roof Access	Invalid Lookup Choice Value (Ladder)	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 3

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Failed
Condition	Based on visual inspection roof is in Failed condition. <u>Deficiencies Found:</u> • Membrane is unadhered on the North half of roof section. • Nails backing out of the batten strips throughout roof section. • Roof is leaking water into the roof system through all the puncture holes where fasteners are backing out. Roof is recommended for replacement with a 30-year roof system.



Photo 1

Overall



Photo 2

Overall roof is in Failed shape. The North side of the roof section has nails/Fastners backing out from the batten strips and the membrane is unadhered to the substrate below it.

Recommend this roof section for immediate replacement or emergency repairs.



Photo 3

Aerial photo showing all the wrinkles on the North side of the roof section where the membrane is unadhered. This is most likely due to the high wind uplift that is present in this area of the roof because of the height of the wall there.



Photo 4

Roof section ponds water at the edge where the insulation and ridge do not match in height. Ponding water will prematurely wear out a roof system as the water acts like a magnifying glass for the Sun's harmful UV rays.

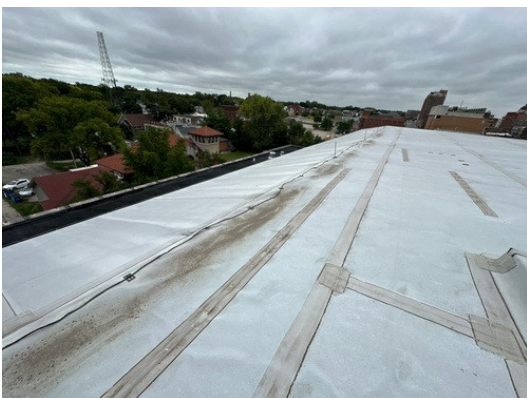


Photo 5

Ponding water on both the East and West edge.

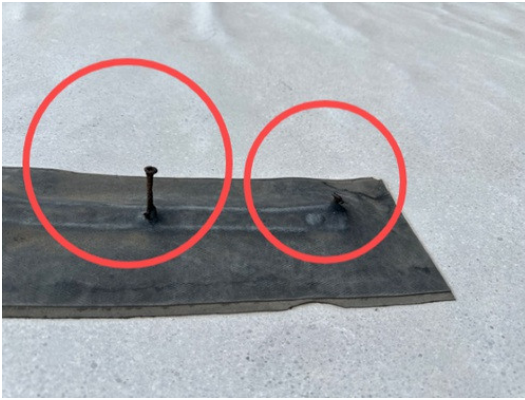


Photo 6

Nails are backing out from the batten strips throughout the roof section. This could be caused by thermal movement (heating and cooling cycles), improperly sized nails, and/or higher than expected wind uplift pressures on the roof.

This is problematic for multiple reasons, the first being that it is causing leaks into the roof system and the building as the fasteners puncture the deteriorated membrane. Secondly, these nails are what is holding the roof insulation to the wood deck, which is compromising the wind-up lift capability of the assembly. Which in laymen terms means the roof cannot withstand designed pressures for the area and could come off in a high wind event.



Photo 7

Nails backing out throughout the North side of roof section.



Photo 8

Nails have backed out where they were previously patched over.



Photo 9

Multiple patches on both non-functioning curbs.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 4

Information

Year Installed	-	Square Footage	5,380
Slope Dimension	1/4-12	Eave Height	46 ft
Roof Access	Internal Roof Hatch	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 4

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Poor
Condition	Based on visual inspection roof is in Poor to Failed condition. <u>Deficiencies Found:</u> • Membrane has shrunk from ageing and is unadhered and pulling away from the wall. • Split found at curb corner. • Membrane seams becoming unadhered and pulling apart. Roof is recommended for replacement with a 30-year roof system.



Photo 1

Overall roof section is in Poor to Failed shape. The EDPM membrane has shrunk considerably due to UV damage and is pulling away from the East wall. As this happens the membrane becomes unadhered and also has pulled at the curbs near that area. In addition, the seams throughout the roof section are coming apart and if left untouched will eventually lead to multiple leaks throughout.

Recommend this roof section for replacement.



Photo 2

Overall



Photo 3

Overall



Photo 4

The EPDM membrane is wrinkled and no longer adhered to the wall. As the membrane shrinks from ageing, it will continue to pull away and risk tearing or pulling the stone coping with it. If left untouched this would eventually lead to a total failure and allow large amounts of water into the building during a rainstorm.



Photo 5

Close up of the taut membrane pulling away from the wall.



Photo 6

Overall of the EPDM membrane pulling away from the East wall.



Photo 7

Membrane has split at a curb corner.



Photo 8

Overall showing the membrane has pulled and shifted and wrinkled around the curb.



Photo 9

Curb corner for the roof hatch has a small hole in the membrane.



Photo 10

Leak in the hallway from this roof section.



Photo 11

Drain diameter is undersized for the amount of annual rainfall seen in Bloomington, IL.



Photo 12

Field seam separating.



Photo 13

Membrane has sunken around a capped pipe penetration. This will hold water and could eventually pull away or tear around the pipe penetration and allow a large amount of water into the building.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 5

Information

Year Installed	-	Square Footage	4,454
Slope Dimension	1/4-12	Eave Height	85 ft
Roof Access	Internal Roof Hatch	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 5

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> • Sealant missing between termination bar and stone coping. • Anchor for termination bar pulling out of wall. • Some minor PM needed. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Photo 1

Overall roof is in Fair shape. Roof needs some PM to address a couple issues.

Roof is a candidate for a Fluid Applied Roof system depending on IR scan.



Photo 2

Overall



Photo 3

Membrane is still tight to the walls and in the field.



Photo 4

Roof section has good slope.



Photo 5

Large blow off vents on the roof section.



Photo 6

Membrane is tight and adhered to the wall.



Photo 7

Sealant missing between termination bar and the stone coping. This is a potential leak area and needs some PM.



Photo 8



Photo 9

Termination bar anchor pulling out and possibly allowing water into the roof system and building.

Recommend PM to address this issue.



Photo 10

Close up of the anchor that has pulled out and the termination bar is unsecured in this area.



Photo 11

Recommend installing new sealant between ceramic coping and termination bar on the North wall.



Photo 12

Recommend installing a drain insert that has a strainer to collect any debris.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 6

Information

Year Installed	-	Square Footage	2,433
Slope Dimension	1/4-12	Eave Height	48 ft
Roof Access	Internal Roof Hatch	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 6

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> • Blister found on East end of roof section. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Photo 1

Overall roof is in Fair shape. No major deficiencies found. Recommend monitoring Blister on the East end of roof section.



Photo 2

Roof appears it may pond some water on the South side of the roof section. This could be due to some deflection in the deck or the crickets could be undersized for how much water they need to move to the drains.



Photo 3

Overall



Photo 4

Overall

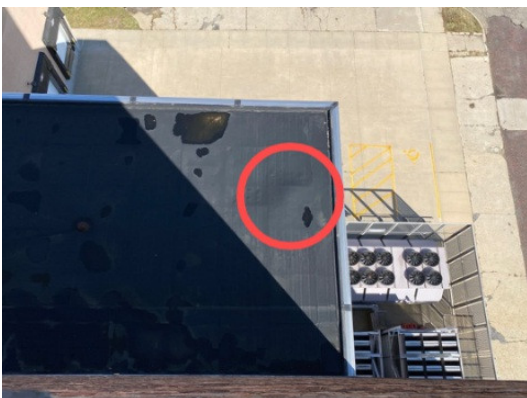


Photo 5

Roof has medium sized Blister on the East end of the roof section.



Construction Details

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Roof Section: Section 7

Information

Year Installed	-	Square Footage	1,585
Slope Dimension	1/4-12	Eave Height	26 ft
Roof Access	Ladder Needed	System Type	EPDM



Inspection Report

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts

Report Date: 09/13/2024

Roof Section: Section 7

Inspection Information

Inspection Date	09/13/2024	Core Data	No
Inspection Type	Visual Inspection	Leakage	No

Overall

Rating	Fair
Condition	Based on visual inspection roof is in Fair condition. <u>Deficiencies Found:</u> • No major deficiencies found. Roof is recommended for an IR scan to determine if the roof is a candidate for a fluid applied roof system.



Photo 1

Overall roof is in Fair shape. No major deficiencies found.



Photo 2

Overall



Photo 3

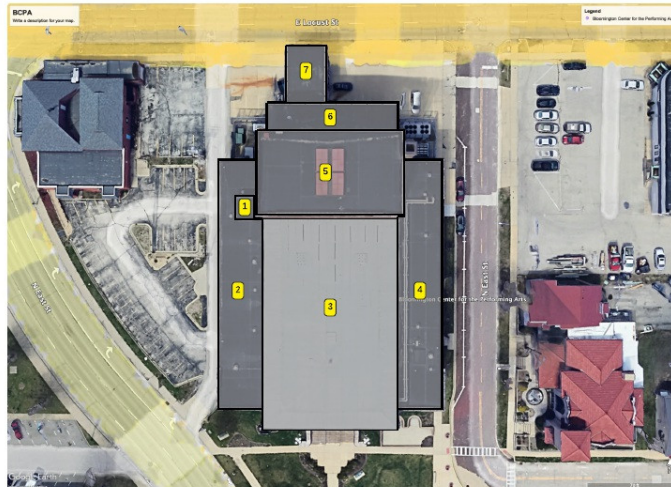
Roof may pond some water around the power vent fan curb due to its placement in the roof section.



Facility Summary

Client: Bloomington Center for the Performing Arts

Facility: Bloomington Center for the Performing Arts



Facility Data

Address 1	606 N East St
City	Bloomington
State	Illinois
ZIP	61701
Type of Facility	-

Asset Information

Name	Date Installed	Square Footage	Roof Access
2024 Detail Survey		-	
Section 1		351	Invalid Lookup Choice Value (Ladder)
Section 2		4,800	Internal Roof Hatch
Section 3		11,760	Invalid Lookup Choice Value (Ladder)
Section 4		5,380	Internal Roof Hatch
Section 5		4,454	Internal Roof Hatch
Section 6		2,433	Internal Roof Hatch
Section 7		1,585	Ladder Needed



CONSENT AGENDA ITEM NO. 9.J.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the City to Petition to Annex the Property Located at 1706 Morrissey Drive and Five other City-Owned Properties into the Bloomington Normal Water Reclamation District, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Normal Water Reclamation District (BNWRD) is a unit of local government established under the Sanitary District Act of 1917 that provides sanitary sewer services in the Bloomington-Normal area. The BNWRD is prohibited by law from providing services to properties not within its corporate limits. The City recently acquired and annexed the property located at 1706 Morrissey Drive (formerly the Owens Nursery property). That property has not yet been annexed into BNWRD. The proposed resolution authorizes the City to annex that property, and five other City owned properties into the District.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

The cost of filing the petition with BNWRD to annex the properties is \$600. This will be paid from the Public Works Administration-Other Purchased Services account (10016110-70690). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund on page 297.

Respectfully submitted for consideration.

Prepared by: George Boyle, Assistant Corporation Counsel

ATTACHMENTS:

[LGL 1B Resolution](#)

[LGL 1C Location Map of Property 1](#)

[LGL 1D Location Map of Property 2, 3, & 4](#)

[LGL 1E Location Map of Property 5](#)

[LGL 1F Location Map of Property 6](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING THE CITY TO PETITION TO ANNEX THE PROPERTY
LOCATED AT 1706 MORRISSEY DRIVE AND FIVE OTHER CITY-OWNED PROPERTIES
INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT**

WHEREAS, the Bloomington Normal Water Reclamation District (BNWRD) is a unit of local government, established under the Sanitary District Act of 1917, that provides sanitary sewer services in the Bloomington Normal area; and,

WHEREAS, the BNWRD is prohibited by law from providing services to properties not within its corporate limits; and,

WHEREAS, the properties legally described on Exhibit A (PROPERTIES), attached hereto and incorporated herein by this reference, have not been incorporated into the sanitary district and are contiguous to the BNWRD; and,

WHEREAS, it will benefit the public health for the City to petition to annex these properties to the BNWRD so that the facilities at these PROPERTIES can be connected to the BNWRD sanitary sewer system.

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 into this Resolution as though fully set forth herein.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute the documents necessary for the City to Petition the properties legally described in Exhibit A into the BNWRD.

SECTION 3. That the cost of said annexation petition shall be paid by the City's general fund.

PASSED this 10th day of February 2025.

APPROVED this ____ day of _____ 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
LEGAL DESCRIPTION

Property 1

Lot 1 in the Morrissey Hamilton Subdivision, in the City of Bloomington, McLean County, Illinois.

Said Lot is composed of the following two tracts, which have been recently combined into a single Lot of Record, not yet reflected in all property mapping and cataloging systems. A single new PIN will be assigned for this property in the near future.

Tract 1:

A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning;

Excepting therefrom a tract of land conveyed to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded June 11, 1991 as Document No. 91-10927.

Retiring PIN 21-15-226-017

Tract 2:

A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of said Section 15; thence S03°-55'-37"E 1766.54 feet on the East Line of the Northeast Quarter of said Section 15 to the Point of Beginning on the North Line of Hamilton Road recorded as Document No. 91-16634 in the McLean County Recorder of Deeds Office; thence S88°-32'-37"W 143.35 feet on said Right-of Way Line; thence S87°-53'-15"W 431.88 feet on said Right-of-Way Line; thence southwesterly on said Right-of-Way Line 223.60 feet on a tangential curve concave to the northwest having a central angle of 01°-42'-43", a radius of 7482.93 feet and a chord of 223.59 feet bearing S88°-44'-36"W from the last described course; thence N87°-53'-09"E. 798.73 feet to the Point of Beginning, containing 0.05 acre, more or less, with assumed bearings given for description purposes only.

Tract 2 is also commonly known as Outlot B in State Farm South Subdivision First Addition.

Retiring PIN 21-15-277-001

Property 2

Lot 1 of the vacated plat of a part of Croxton's Addition to the City of Bloomington, per plat recorded in Plat Book 4, page 152, the same being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 3 in the Original Plat of Croxton's Addition to the City of Bloomington in McLean County, Illinois.
PIN 21-10-304-001

Property 3

Lots 6, 9, 10, 13, 14, 17, and 18 in Block 4 in the Original Plat of Croxton's Addition to the City of Bloomington in McLean County, Illinois recorded in Plat Book 1, page 112 of the plat records in McLean County, Illinois.

PIN 21-10-303-032

Property 4

Part of the former Railroad right-of-way in Section 10, Township 23 North, Range 2 East of the Third Principal Meridian. Beginning at the Northeast Corner of Lot 3 in Block 2 of Croxton's Addition then South to Southeast corner of Lot 5, then East 100', then North to a Point 140.5' South of the North Line of Southwest Quarter, the Southwest to the Point of Beginning.

PIN 21-10-301-009

Property 5

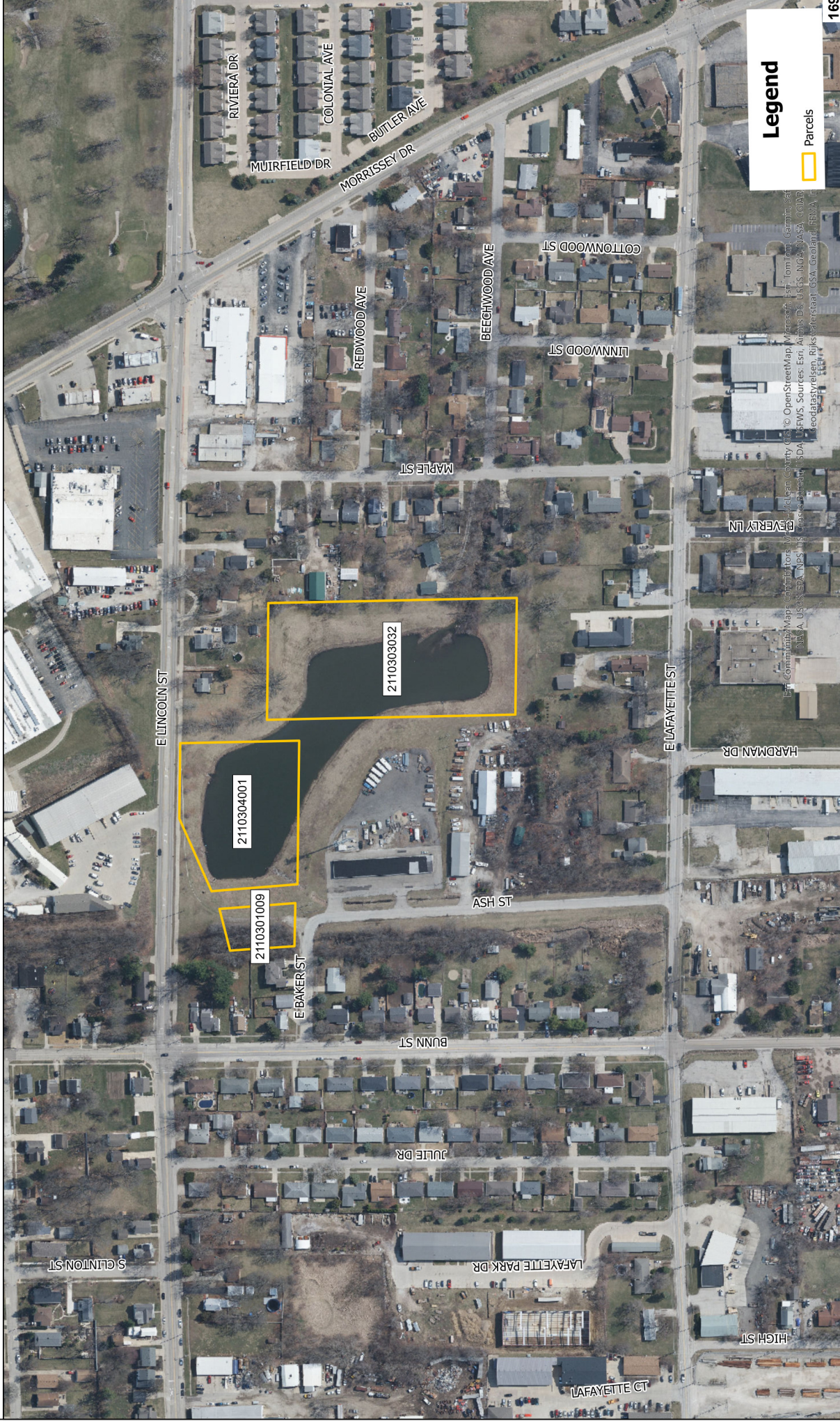
Outlot 3 of Moews Acres Subdivision in the City of Bloomington in McLean County, Illinois
Acreage 2.44

PIN 21-05-151-015

Property 6

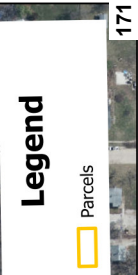
A part of Lot 14 in Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, lying south of the right-of-way of the Jacksonville Branch of the Chicago and Alton Railroad, more particularly described as follows. Beginning at the Southeast Corner of said Lot 14. From said Point of Beginning, thence west 319.85 feet along the South Line of said Lot 14; thence northwest 497.67 feet along a line which forms an angle to the left of $107^{\circ}-37'-17''$ with the last described course to a Point of Curvature; thence northwest 209.33 feet along the arc of a curve concave to the east with a radius of 618.00 feet and the 208.34 foot chord of said arc forms an angle to the left of $170^{\circ}-17'-46''$ with the last described course to a Point of Tangency; thence north 199.04 feet along a line which forms an angle to the left of $170^{\circ}-17'-46''$ with the last described chord to the Southeasterly Right-of-Way Line of said Jacksonville Branch of the Chicago and Alton Railroad; thence northeast 492.40 feet along said South Right-of-Way Line which forms an angle to the left of $18^{\circ}-47'-07''$ with the last described course to the North Line of said Lot 14, said North Line also being the South Line of Olive Street; thence east 28.25 feet along said North Line which forms an angle to the left of $148^{\circ}-37'-33''$ with the last described course to the Northwest Corner of Lot 25 in Block 2 in Sunnyside Subdivision in the City of Bloomington, McLean County, Illinois, said Northwest Corner also being on the East Line of said Lot 14; thence south 101.30 feet along said East Line and along the West Line of said Sunnyside Subdivision to the Point of Beginning, containing 9.97 acres, more or less.

PIN 21-06-476-003



Legend

Parcels





CONSENT AGENDA ITEM NO. 9.K.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for an Easement along Sugar Creek (PINs: 14-33-151-008 and 14-33-151-002), 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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Water Department is recommending the approval of a permanent utility easement to the Bloomington Normal Water Reclamation District ("BNWRD") along Sugar Creek. If approved, BNWRD will have a permanent utility easement for the purpose of accessing, clearing, trenching, laying, installing, constructing, inspecting, operating, repairing, replacing, renewing, altering, enlarging, removing, cleaning, and maintaining a gravity sewer or force main, or other storm or sanitary sewer. In addition, BNWRD will have the right, power, and authority to install fiber optic cable solely for the purposes of monitoring and tracking flow and measure levels within BNWRD's interceptor sewers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH THE BLOOMINGTON NORMAL
WATER RECLAMATION DISTRICT FOR AN EASEMENT ALONG SUGAR CREEK
(PINS: 14-33-151-008 AND 14-33-151-002)**

WHEREAS, City staff are recommending that an Permanent Utility Easement Agreement be approved granting the Bloomington Normal Water Reclamation District a permanent easement; and

WHEREAS, the detailed Easement Agreement is attached hereto and labeled Exhibit A; and

WHEREAS, the Permanent Utility Easement is needed for the purpose of operating BNWRD's sewers; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Permanent Utility Easement.

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 Mayor, City Manager, or designated representatives are hereby authorized to execute the Permanent Utility Easement and any other necessary documents.

PASSED this 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

EASEMENT

This Indenture Witnesseth that
City of Bloomington, a
Municipal Corporation,
hereinafter referred to as
"Grantor" for and in
consideration of TEN and No/100
(\$10.00) DOLLARS AND OTHER GOOD
AND VALUABLE CONSIDERATION, the
receipt and sufficiency of
which is hereby acknowledged,

grants, conveys quit claims and
dedicates to the Bloomington Normal Water Reclamation District hereinafter
referred to as "Grantee", permanent utility easements across the following
described property for the purpose of accessing, clearing, trenching for,
laying, installing, constructing, inspecting, operating, repairing,
replacement, renewing, altering, enlarging, removing, cleaning, and
maintaining under varying conditions of operation, and removing a gravity
sewer or force main, or other storm or sanitary sewer infrastructure as
deemed reasonably necessary by Grantee, and all necessary appurtenances
and additions thereto, in addition to the right, power, and authority to
install fiber optic cable solely for the purposes to monitor and track flow
and measure levels within the Grantee's interceptor sewers, as the Grantee
may deem necessary, together with the right of access across the lots and
real estate described below, for necessary persons and equipment to do any
or all of the above work. The right is also hereby granted to the Grantee
to cut down, trim, or remove any trees, shrubs, or other plants that
interfere with the operation of or access to the gravity sewer or force
main, which easements are depicted on the plat attached hereto and are
described as follows:

Description of Properties:

Parcel 1:

Part of Lot 31, Normal Town Survey of 1898 of Section 33, Township 24
North, Range 2 East of the Third Principal Meridian, described as
follows:

Beginning at the Southwest Corner of said Lot 31; thence north along the
West Line of Lot 31, 77.5 feet, thence northeasterly on a curve to the
right of 1845 foot radius to a point which is 363 feet east of the West
Line and 243 feet south of the North Line of said Lot 41; thence north 62
degrees 56 minutes east to a point which is 135.16 feet northwesterly at
right angles from the Easterly Line of said Lot 31; thence southwesterly
parallel to said Easterly Line to a point on the South Line of said Lot
31, which is 150 feet west of the Southeast Corner of said Lot 31; thence
west along the South Line of said Lot 31 to the Point of Beginning, also

Part of Lot 32, Normal Town Survey of 1898 of Section 33, Township 24
North, Range 2 East of the Third Principal Meridian, described as
follows:

Beginning at the Southeast Corner of said Lot 32; thence west 91 feet along the South Line of Lot 32; thence northeasterly to a point on the East Line of Lot 32, 77.5 feet north of the Southeast Corner of said Lot 32; thence south along said East Line to the Point of Beginning, all in McLean County, Illinois.

Parcel 1 P.I.N. 14-33-151-008

Parcel 2:

A part of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 33; thence north along the West Line of Section 33 a distance of 1023.5 feet; thence east along a line to a point 150 feet west of the Northwesternly Right of Way line of the Chicago and Alton Railroad, now the Gulf, Mobile and Ohio Railroad; thence southwesterly parallel with said Northwesternly Right of Way Line to the South Line of said Southwest 1/4 of the Northwest 1/4; thence west to the Place of Beginning (except that part thereof taken for Division Street and Adelaide Street);

Except therefrom the following described tract:

Part of the Northwest 1/4 of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Commencing at a point on the East Line of Adelaide Street 35 feet north of the South Line of the Northwest 1/4 of said Section 33, thence east 100 feet parallel to the South Line of the said Northwest 1/4, thence north 512.2 feet parallel to the East Line of Adelaide Street to a point on the South Right of Way line of the Bloomington and Normal Sanitary District, thence southwesterly 146.03 feet along a curve of 781.25 feet radius, said curve being concave to the northwest and forming the said South Right of Way line to the East Line of Adelaide Street, thence south 406.1 feet along the East Line of Adelaide Street to the Point of Beginning;

Also except therefrom the following described tract: All that part of the following described tract:

A part of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 33, thence north along the West Line of Section 33 a distance of 1023.5 feet, thence east along a line to a point 150 feet west of the Northwesternly Right of Way Line of the Chicago and Alton Railroad, now the Gulf, Mobile and Ohio Railroad, thence southwesterly parallel with said Northwesternly Right of Way Line to the South Line of the said Southwest 1/4 of the Northwest 1/4, thence west to the Place of Beginning (except that part taken for Division Street and for Adelaide Street) lying north and west of the following described line:

Beginning at a point which is the intersection of the Southerly Extension of the East Line of Adelaide Street and the South Line of the Northwest 1/4 of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, thence north along the Southerly Extension of the East Line of Adelaide Street and along the East Line of Adelaide Street to a point on the Southeasterly Right of Way line of the Bloomington Normal Sanitary District, said point being 591 feet south of the Northwest Corner of Lot 33 of the Normal Town Survey of 1898 in the Northwest 1/4 of said Section 33, thence northeasterly along said Right of Way line on a curve to the left of 781.25 feet radius to a point which is 110 feet east and 472 feet south of the Northwest Corner of said Lot 33, thence north 36 degrees 56 minutes east along the Southeasterly Right of Way Line of the said Bloomington Normal Sanitary District to a point which is 198 feet south and 312 feet east of the Northwest Corner of said Lot 33, thence along a curve to the right of 1845 feet radius along the said Southeasterly Right of Way line to a point on the North Line of said Lot 33, in McLean County, Illinois.

Parcel 2 P.I.N. 14-33-151-002

Description of Permanent Sewer Easement - Parcel 1

The Northwesternly 34 feet of even width of Parcel 1 as described above.

Description of Permanent Sewer Easement - Parcel 2

The Northwesternly 30 feet of even width of Parcel 2 as described above.

1. Grantee shall have through its employees, agents, contractors and subcontractors, the free right of ingress and egress over and across the easement properties insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

2. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above-described premises which arise out of the negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

3. Grantor may not place, build, construct or erect any permanent structure or trees on the permanent easement area without the express, written consent of the Grantee. The foregoing notwithstanding, this provision shall not prohibit Grantor from maintaining the fencing running along the property line of this permanent easement.

4. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land in perpetuity.

DATED this _____ day of _____, 2024.

For City of Bloomington,
A Municipal Corporation

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in, and for said County and State aforesaid DO HEREBY CERTIFY, that _____ is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ day of _____, A.D. 2024.

Notary Public

This instrument prepared by and return to: Elizabeth B. Megli,
Livingston, Barger, Brandt & Schroeder, LLP, 115 W. Jefferson Street,
Suite 400, Bloomington, IL 61701



CONSENT AGENDA ITEM NO. 9.L.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2025, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance 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 City of Bloomington is a party to an Amended and Restated Lease Agreement with the County of McLean and the Public Building Commission of McLean County, whereby the Public Building Commission ("PBC") leases certain facilities to McLean County and the City.

The Amended and Restated Lease Agreement establishes, among other responsibilities, the obligation of the City and County to pay rent to the PBC, and the annual schedule of rents is established annually by amendment to the Lease Agreement.

The PBC, the County, and the City desire to amend the Lease in order to increase rental payments of the County and decrease rental payments by the City for 2025 (Exhibit A). The rent amounts reflected in Exhibit A were previously approved by the Council through its regular budgeting process, and the attached amendment reflects the approved rental payments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial terms are set forth in the attached Ordinance and exhibit. The Calendar Year 2025 (City FY 2026) amount of \$853,990 will be paid from the Government Center-Repair/Maintenance Building account (10015485-70510). This amount is included in the FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 2B Ordinance](#)

[LGL 2C Ordinance - Exhibit A - Agreement](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING AMENDMENTS TO AMENDED AND RESTATED LEASE AGREEMENT SETTING LEASE PAYMENT AMOUNTS FOR 2025 WITH THE PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington is a party to an Amended and Restated Lease Agreement ("Lease") with the County of McLean and the Public Building Commission of McLean County (collectively the "Parties"), whereby the Public Building Commission ("PBC") leases certain facilities, including the Government Center and the Lincoln Parking Garage, to McLean County and the City; and

WHEREAS, the Lease establishes, among other responsibilities, the obligation of the City and County to pay rent to the PBC, and the annual schedule of rents is established annually by amendment to the Lease; and

WHEREAS, the PBC, the County, and the City desire to amend the Lease in order to adjust the rental payments of the County and City for the year 2025 (Exhibit A); and

WHEREAS, the amounts reflected in Exhibit A were approved by the Council through its regular budgeting process, and the attached amendment reflects the approved rental payments.

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 2025 Amendment to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington, and McLean County, attached hereto as Exhibit A, is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment.

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

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

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

PASSED this 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 12, 2024 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*") and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*City*"), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to alter the rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall equal or exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Refunding Bonds, Series 2024 (the "*2024 Bonds*") and the Commission's Public Building Revenue Bonds, Series 2022 (the "*2022 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the

2024 Bonds and 2022 Bonds, for all interest that may accrue on said bonds and for the costs of operations, maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	\$(3,981,264)	\$ 6,018,736
2020	10,000,000	\$(3,674,562)	\$6,325,438
2021	10,000,000	\$(3,423,645)	\$6,576,355
2022	10,000,000	\$(2,545,470)	\$7,454,530
2023	10,000,000	\$(1,179,525)	\$8,820,475
2024	10,000,000	\$192,838	\$10,192,838
2025	10,000,000	\$1,898,459	\$12,091,297
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	\$(94,074)	\$ 1,059,060
2020	1,153,442	\$(116,160)	\$ 1,037,282
2021	598,155	\$(122,662)	\$ 475,493
2022	464,590	\$ 67,357	\$ 531,947
2023	458,700	\$ 619,245	\$ 1,077,945
2024	465,205	\$1,052,994	\$ 1,518,199
2025	471,808	\$(664,209)	\$ 853,990
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

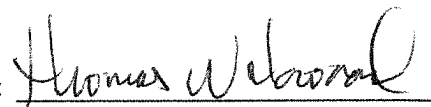
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

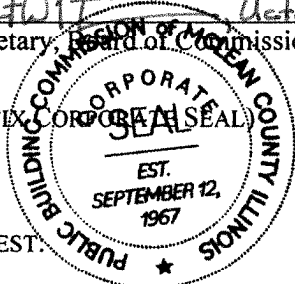
**PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS**

ATTEST:

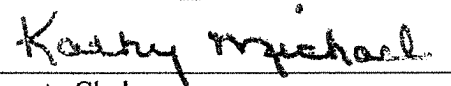

Secretary, Board of Commissioners

By: 
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)



ATTEST:


County Clerk

THE COUNTY OF MCLEAN, ILLINOIS

By: 
Chair, County Board

(AFFIX CORPORATE SEAL)

**CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS**

ATTEST:

City Clerk

By: _____
Mayor

(AFFIX CORPORATE SEAL)

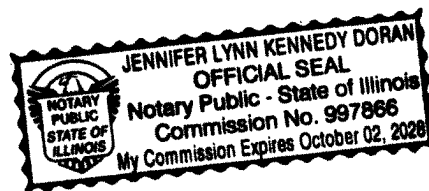
STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and ~~Robert Porter~~ ^{Active} personally known to me to be respectively the Chairman of the Board of Commissioners, of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of January, 2025.

Jennifer Lynn Kennedy Doran
 Illinois Notary Public

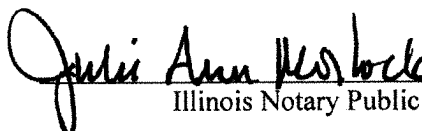
(NOTARIAL SEAL)



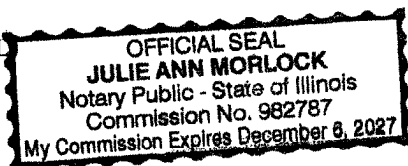
STATE OF ILLINOIS)
) SS
 COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Elizabeth Johnston and Kathy Michael, personally known to me to be respectively the Chair of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of December, 2024.


 Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS)
) SS
 COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Mboka Mwilambwe and Leslie Yocum, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20 ____.

Illinois Notary Public

(NOTARIAL SEAL)



CONSENT AGENDA ITEM NO. 9.M.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision (PINs: 15-32-355-008 through -017), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Petitioner, Harvest Point Bloomington, LLC, is requesting approval of a Final Plat for the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, which consists of ten lots of record and is located at the western end of Stone Mill Court, east and north of the Towanda-Barnes Road and Illinois Route 9 intersection.

The properties are identified by the Parcel Identification Numbers (PINs) 15-32-355-008, 15-32-355-009, 15-32-355-010, 15-32-355-011, 15-32-355-012, 15-32-355-013, 15-32-355-014, 15-32-355-015, 15-32-355-016, and 15-32-355-017 which are within the City of Bloomington. The number of lots (ten) will remain the same with a slightly altered configuration. In addition, portions of building setbacks established on the original plat will be vacated. This new configuration and reduction in building setback distances will aid the developer in moving forward with their proposed housing construction. The parcel is currently zoned R-2 (Mixed Residence District).

A portion of one of the proposed buildings will encroach into an established Ameren Illinois utility easement. An executed Encroachment Consent document is attached and will be recorded along with the final plat documents.

As this is a re-plat, no tap-on fees are due (a tap-on fee is a fee paid by the landowner or developer so that the City can recoup costs to install public infrastructure). No bond is required as all public improvements are in place.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Harvest Pointe Bloomington, LLC

FINANCIAL IMPACT: The Property Owner/Developer paid all survey and plat costs. Approval

of the Final Plat will facilitate investment in vacant property.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

DSD 1B Ordinance

DSD 1C Ordinance - Exhibit B - Final Plat

DSD 1D Ordinance - Exhibit C - Encroachment Consent

DSD 1E Owners Petition

DSD 1F County Clerks Certificate

DSD 1G Owners Certificate

DSD 1H School District Certificate

DSD 1I Final Plat Checklist

DSD 1J Final Plat Map

DSD 1K Drainage Statement

ORDINANCE NO. 2025 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOTS 263-272 SECOND ADDITION TO HARVEST POINTE
SUBDIVISION (PINs: 15-32-355-008 THROUGH -017)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, for the property legally described in Exhibit A (PROPERTY); and

WHEREAS, said Petition included a Final Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, Inc., dated January 15, 2025, depicted in Exhibit B (FINAL PLAT); and

WHEREAS, the PROPERTY is subject to an Ameren Illinois utility easement for which Ameren Illinois has agreed to allow an encroachment, documented in Exhibit C (ENCROACHMENT CONSENT); and

WHEREAS, said Petition requests waivers from the provisions of the Bloomington City Code Chapter 24, relating to preliminary plan, submission, review, and approval procedures; and

WHEREAS, the proposed FINAL PLAT does not necessitate the construction or installation of public street improvements, the installation or relocation of public infrastructure, or otherwise substantially alter the form or function of the subject property as compared to the adopted Preliminary Plan (Ord. No. 2021-03); and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the FINAL PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code; and

WHEREAS, the City Council has the power to adopt this Ordinance to approve the Final Plat.

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

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

SECTION 2. The requested waivers from Chapter 24, relating to preliminary plan, submission, review, and approval procedures are hereby approved.

SECTION 3. The FINAL PLAT of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, dated January 15, 2025, for the subject PROPERTY, legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications.

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

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

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

PASSED this 10th day of February 2025.

APPROVED this _____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

Lots 263 through 272, inclusive, in the Second Addition to Harvest Pointe Subdivision, according to the plat thereof recorded October 11, 2021 as Document No. 2021-24386 in the City of Bloomington, McLean County, Illinois.

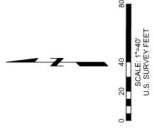
Addresses: 1 - 24 Stone Mill Court

PINs: 15-32-355-008 through 15-32-355-017

RESUBDIVISION OF LOTS 263-272 SECOND ADDITION TO HARVEST POINTE SUBDIVISION PART OF SW 1/4 SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

Farnsworth
GROUP
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(815) 663-8435 / info@fw.com

www.fw.com
Engineers | Architects | Surveyors | Scientists
DATE DESCRIPTION
1 07/20/2025 RESUBDIVISION L.O.B. REVIEW



- LEGEND**
- N.R.
 - 15' PUBLIC UTILITY EASEMENT LINE
 - 15' WIDE PUBLIC UTILITY EASEMENT
 - 20' BUILDING SETBACK LINE
 - 20' BUILDING SETBACK
 - 15' WIDE BUILDING SETBACK
 - HEREBY VACATED
 - *15' 00/100'
 - ANGLE MEASURED TO CHORD

SURVEYOR'S DECLARATION

The following described property has been surveyed and plotted under my direction:
Lots 263 through 272, inclusive, in the Second Addition to Harvest Pointe Subdivision, according to the plat thereof recorded October 11, 2021 as Document No. 2021-43366 in the City of Bloomington, McLean County, Illinois.
This property contains 1.73 acres, more or less, and has been subdivided into 10 lots, 263 through 272, inclusive, and a portion of Lot 273, according to the plat thereof recorded October 11, 2021 as Document No. 2021-43366 in the City of Bloomington, McLean County, Illinois.
This subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 171402010E, Community No. 171402010E, dated July 16, 2008.
Witness my hand and seal this 16th day of January, 2025.

FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

By: *B. J. B. B.*
Brent A. B. B.
Professional Land Surveyor No. 3715



This professional services conforms to the current Illinois minimum standards for boundary surveys.

NOTES:

- Dimensions shown along curved lot lines are chord distances.
- Lot lines extending from curved street lines are radial unless noted otherwise.
- Portions of the 35-foot & 50-foot wide Building Setback Lines as shown on the plat are shown as dashed lines.
- The plat is subject to the following: 15-32-355-012, 15-32-355-013, 15-32-355-014, 15-32-355-015, 15-32-355-016 and 15-32-355-017.
- All easements shown herein (except the Illinois Power Company Easement per Doc. No. 95-25252) are dedicated for public use.

Owner/Developer:
Harvest Pointe, LLC
2301 Vision Green Plaza, Suite C
Champaign, IL 61822

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision", presented, and approved at a regular meeting of the Board of Aldermen of the City of Bloomington, Illinois, held on the _____ day of _____, 2025, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the minutes of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2025.

City Clerk

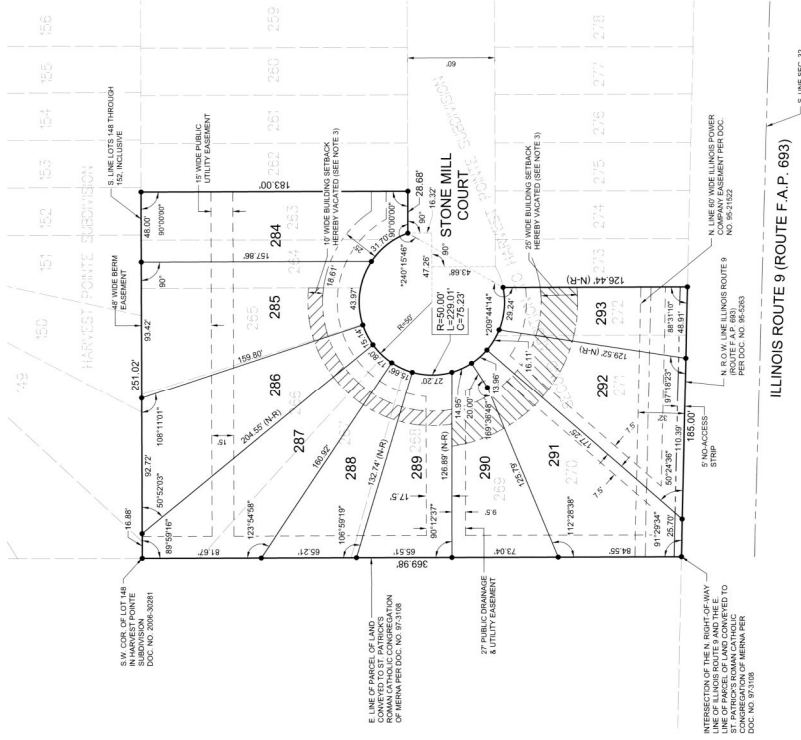
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements depicted in the annexed plat and the plat and specification therefor meet the requirements of the City of Bloomington Ordinance No. 11-1-1, as amended, and the City of Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2025.

City Engineer
Bloomington, Illinois



ILLINOIS ROUTE 9 (ROUTE F.A.P. 693)

INTERSECTION OF THE N. RIGHT OF WAY
LINE OF ALCOHOL ROAD AND THE
LINE OF ST. PATRICK'S ROMAN CATHOLIC
CHURCH, DOC. NO. 92-1108

E. LINE OF PARCEL OF LAND
CONVERTED TO ST. PATRICK'S
ROMAN CATHOLIC CHURCH
OF McLEAN PER DOC. NO. 92-1108

27' PUBLIC DRAINAGE
& UTILITY EASEMENT

15' WIDE PUBLIC
UTILITY EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

15' WIDE BERM
EASEMENT

SW 1/4 SEC. 32, T24N, R2E, 360D P.M.

File No.:

24-0296

EXHIBIT C

PIN 15-32-355-016 & 15-32-355-317
5 & 7 Stone Mill Ct. Bloomington IL 61705

ENCROACHMENT CONSENT

THIS CONSENT AGREEMENT is executed this 26 day of November, 2024, by and between AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation (hereinafter "Ameren"), its successors and assigns, and HARVEST POINTE BLOOMINGTON LLC an Illinois Limited Liability Company of the City of Champaign, County of Champaign and the State of Illinois, (hereinafter "Owner"), its successors and assigns.

WHEREAS, Owner owns the real estate (hereinafter "Property") which is subject to a utility easement granted to Ameren. The easement was entered into on the 1st day of February, 1995, and recorded in the McLean County Recorder's Office in Document number 95-21522, on October 6, 1995.

WHEREAS, Owner desires to maintain a facility which encroaches upon Ameren's easement rights. Attached as Exhibit A is description of the facility, along with their dimensions, which Owner desires to place on the Ameren easement area; and

WHEREAS, Ameren has agreed to allow the encroachment under certain conditions, and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, Ameren, does hereby grant to Owner, without warranty, and only to the extent that Ameren has the right to do so, its consent to the encroachment of the facility as described in Exhibit A, attached hereto and incorporated by this reference. The execution of this Consent Agreement by Ameren is not to be construed in any manner as a license for further encroachment on Ameren's easement. This consent shall automatically terminate and be rendered null and void upon a breach of this Consent Agreement, or a removal of the encroaching facility. Changes in the physical shape or size of the building or reconstruction of, or additions to, shall be considered an additional encroachment without authority and in violation of this Consent Agreement and legal rights of Ameren.

The encroachment of the facility on Ameren's easement is subject and subordinate at all times to the easement rights of Ameren as contained in the easement. In no event shall Ameren, its successors and assigns be responsible in any way to Owner, its successors and assigns, for any damage of any kind to the encroaching facility or by virtue of the existence of such facility.

Owner, its successors and assigns hereby indemnifies and holds Ameren, its successors and assigns, directors, officers, employees, servants and agents (each an "Indemnified Party"), harmless from any and all claims, damages, charges, suits, or actions for property damage or loss or loss of use thereof

Easement No.: Line No.: 1578 Line Name: BROK-NRME

and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, including but not limited to employees or agents of the Owner and all expenses of litigation, including, but not limited to, reasonable attorney's fees and litigation expenses arising out of or in any way connected with the use, care, or maintenance of the Owner's encroaching facility described in Exhibit A or erected in violation of this Consent Agreement. In the event of any such proceedings, Owner agrees that the Indemnified Party shall have the right to select counsel to defend such proceeding and that the Owner will make payment of all court costs, expenses of litigation, attorney's fees, settlements, and any judgments that may be entered into therein.

IN WITNESS THEREOF, Ameren has caused this instrument to be executed this 26 day of November, 2024.

AMEREN ILLINOIS COMPANY
d/b/a AMEREN ILLINOIS

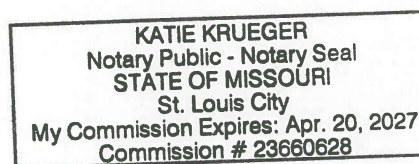
By: Janice Wenzel
Janice Wenzel, Director, Real Estate

STATE OF MISSOURI
CITY OF ST. LOUIS } SS

On the 26 day of November, 2024 before me appeared Janice Wenzel, to me personally known, who being by me duly sworn, did say that he is Director, Real Estate of AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that such instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Janice Wenzel acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 4-20-27

Katie Krueger
Notary Public



Easement No.:

Line No.: 1578

Line Name: BROK-NRME

ACCEPTANCE

Owner agrees to accept this consent and acknowledges that utility facilities are now located in the vicinity of the real estate pursuant to the easement instrument referred to above. Owner agrees to all of the above terms and conditions of the Consent Agreement.

By: HARVEST POINT BLOOMINGTON LLC
an Illinois Limited Liability Company of the
City of Champaign, County of Champaign
and the State of Illinois

Name: [Signature]

Title: Partner

Subscribed to before me this 20th day of November, 2024.

My commission expires 07.06.2027

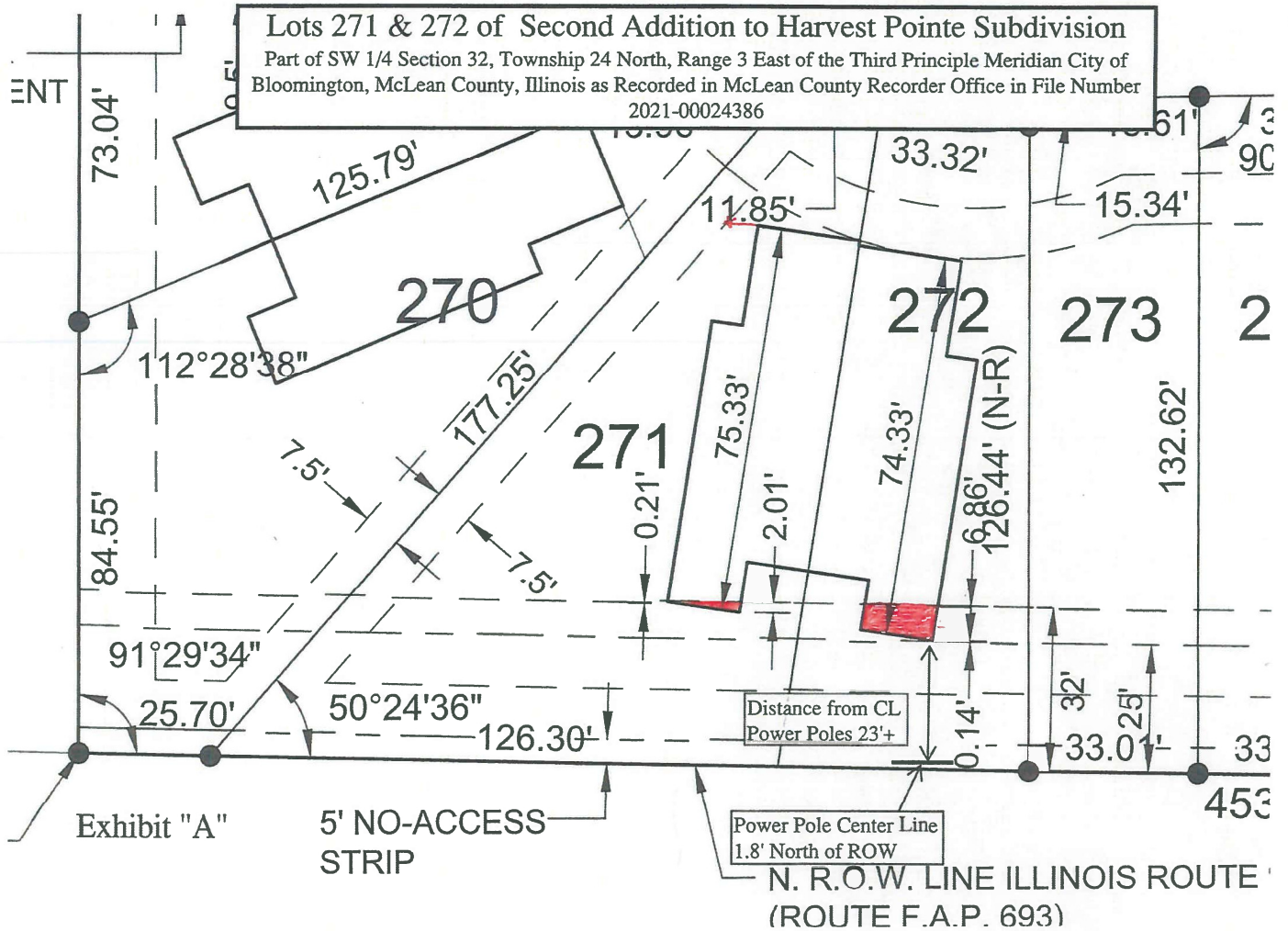


[Signature]
Notary Public

Easement No.:

Line No.: 1578

Line Name: BROK-NRME



PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come Harvest Pointe Bloomington, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, which Final Plat is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: waiver of the preliminary plan, submission, review, and approval procedures;

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

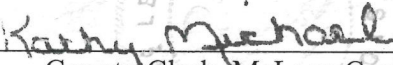
Respectfully submitted,

By g

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 8 day of November, 2024, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois

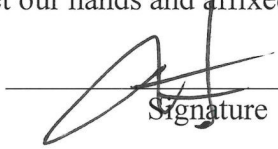
PIN 15-32-355-008, 15-32-355-009, 15-32-355-010, 15-32-355-011, 15-32-355-012, 15-32-355-013, 15-32-355-014, 15-32-355-015, 15-32-355-016, and 15-32-355-017.

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of the premises embodied in the attached Plat of Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 30th day of December, 2024.



Signature

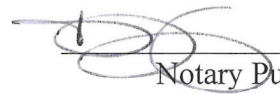
*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

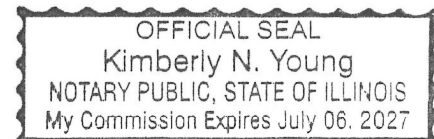
I, Kimberly Young, a Notary Public in and for the county and State aforesaid, do hereby certify that Jason Stephens personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 30th day of December, 2024.



Notary Public

My commission expires July 6 2027.





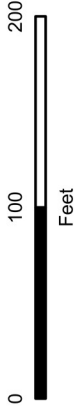


RBJ Investments, LLC (Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Sub.)

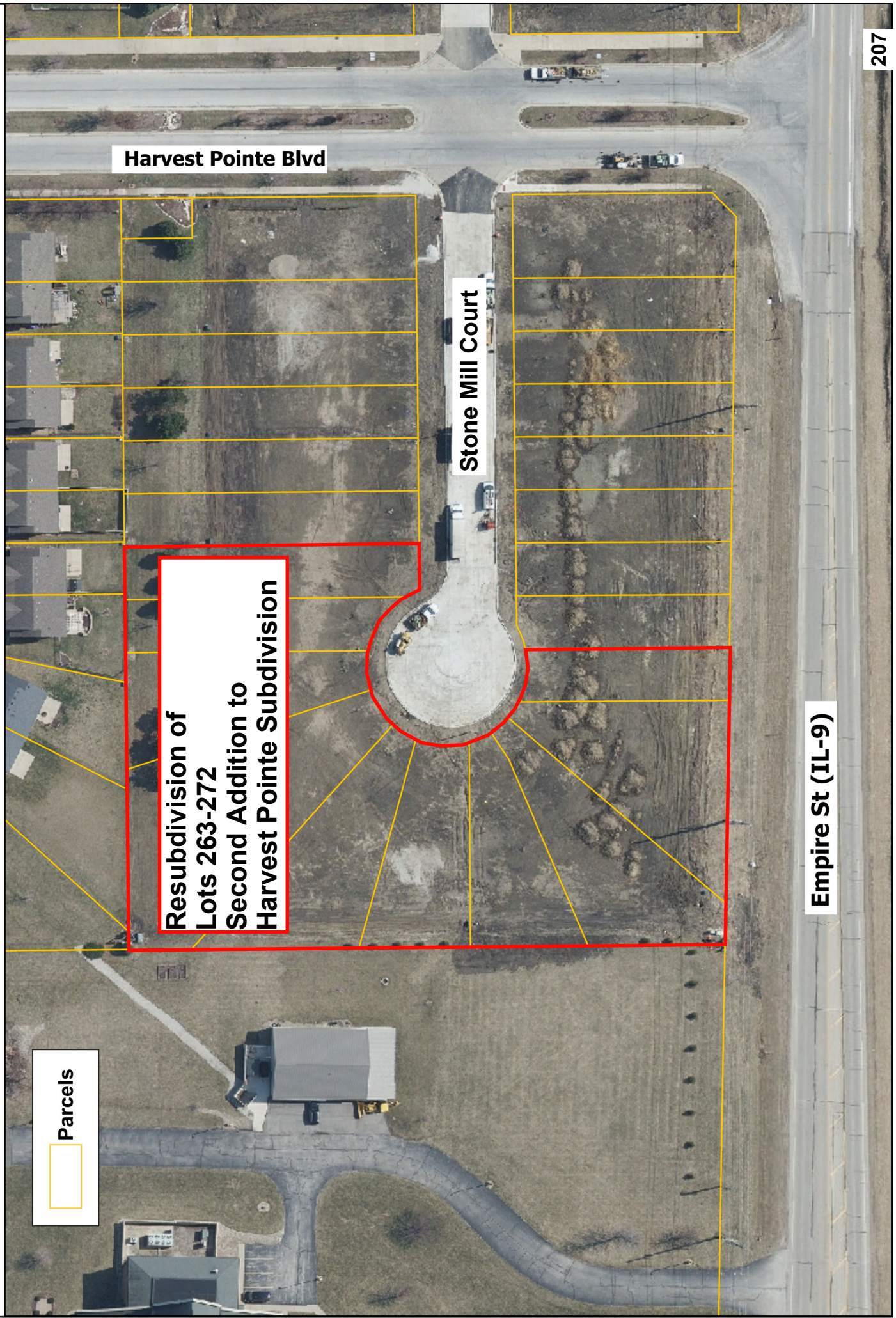
Date Prepared: 01/22/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	S/L
	City Engineer's Signature Block	S/L
	Clerk's Signature Block	S/L
	Areas or facilities to be dedicated to the public	S/L
	Railroad Right of Ways	N/A
	Subdivision Boundaries	S/L
	References to nearest street lines, Township, Sections lines, or monuments.	S/L
	Name of Subdivision	S/L
	Legal Description	S/L
	Existing Parcel Id Number (PIN)	S/L
	Surveyor's statement regarding any Special Flood Hazard Areas.	S/L
	Total Acreage	S/L
	Street Names	S/L
	Proposed Lot numbers (consecutively numbered)	S/L
The following shall be provided:		
	School District Certificate	S/L
	County Clerk's Certificate	S/L
	Owner's Certificate	S/L
	Drainage Statement	S/L
	Owner's Petition	S/L
	Ordinance	S/L
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	S/L
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	S/L
	Plans for all public improvements approved by Engineering	N/A

**Resubdivision of Lots 263-272 Second
Addition to Harvest Pointe Subdivision**



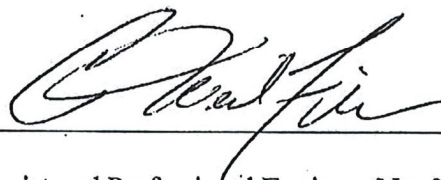
Date: 1/14/2025



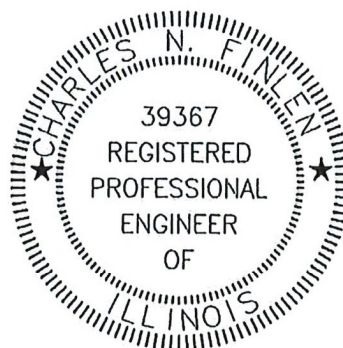
DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Harvest Pointe Bloomington, LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

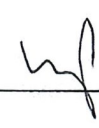
I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer No. 039367



OWNER:

BY: 



CONSENT AGENDA ITEM NO. 9.N.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the C-1 (Office) District, for the Property Located at 1312 E. Empire Street (PIN: 14-34-480-030), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Applicant, Holladay Property Service Midwest, Inc., representing owner Group of Five II, LLC, is requesting approval of a Special Use Permit to allow Multi-Family Dwellings on the property located at 1312 E. Empire Street.

Summary of Request:

- The proposed Multi-Family Dwellings would occupy a currently vacant property.
- A Special Use Permit is required for this use in the C-1 (Office) District.
- The proposed residential complex would contain 7 buildings and 180 total units.
- Sufficient off-street parking has been provided.

On Wednesday, January 15, 2025, the Zoning Board of Appeals held a public hearing, found the request met all standards for approval, and voted 6-0-0 to recommend approval of the Special Use Permit to the Council, as submitted, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, December 23, 2024, and courtesy notices were mailed to 76 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location will generate property tax revenues. In addition, the construction materials may generate additional sales tax.

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[DSD 2B Ordinance](#)

[DSD 2C Ordinance Exhibit B - Site Plan](#)

[DSD 2D Staff Report](#)

[DSD 2E ZBA Draft Minutes](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MULTIPLE-FAMILY DWELLINGS IN THE C-1 (OFFICE) DISTRICT, FOR THE PROPERTY LOCATED AT 1312 E. EMPIRE STREET (PIN: 14-34-480-030)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for Multiple-Family Dwellings in the C-1 (Office) District, for the property located at 1312 E. Empire Street, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said application included a Site Plan, illustrated in Exhibit B ("SITE PLAN"); and

WHEREAS, the Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request, on January 15, 2025; and

WHEREAS, the Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Zoning Board of Appeals voted to recommend that Council pass this Ordinance, with no conditions; and

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

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 Special Use Permit for Multiple-Family Dwellings in the C-1 (Office) District, for the property at 1312 E. Empire Street, legally described in Exhibit A and illustrated in Exhibit B, is hereby approved.

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

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

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

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

PASSED this 10th day of February 2025.

APPROVED this _____ day of February 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

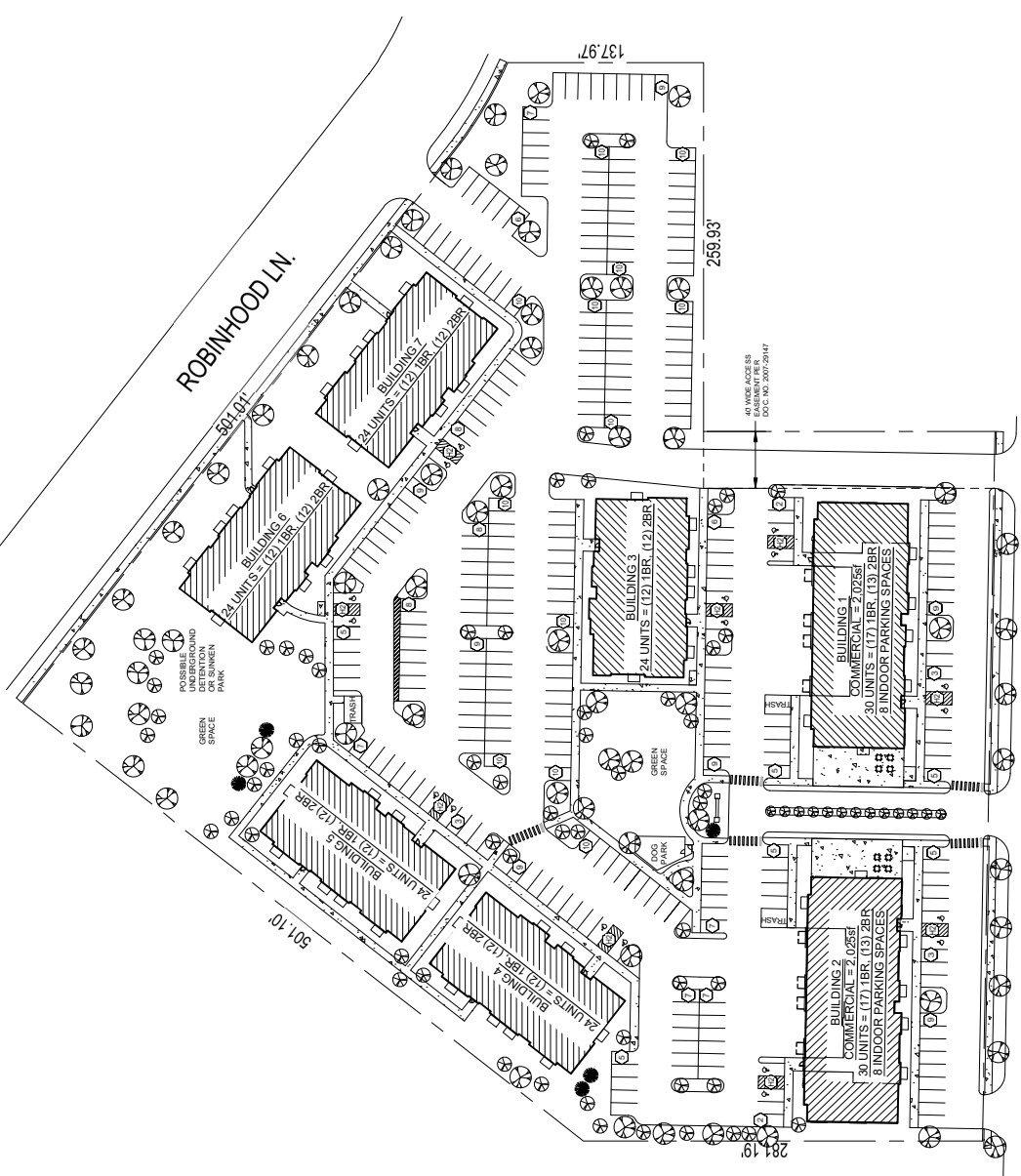
EXHIBIT A

Legal Description

LOT 1 IN VERIZON EMPIRE STREET SUBDIVISION, ACCORDING TO THE PLAT
THEREOF RECORDED AUGUST 28, 2007 AS DOCUMENT NO. 2007-24008, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 14-34-480-030

EXHIBIT B



PARKING SUMMARY

CITY OF BLOOMINGTON PARKING REQUIREMENTS:
1.5 STALLS PER ONE BEDROOM APARTMENT
1.5 STALLS PER ONE TWO-BEDROOM APARTMENT
1 STALL PER 200 SF GROSS FLOOR AREA FOR RETAIL
DEVELOPER'S PARKING:
IN ONE BED APTS = 141 STALLS
IN TWO BED APTS = 105 STALLS
400 TOTAL STALLS = 151 STALLS
349 REQUIRED STALLS
ACCESSIBLE PARKING REQUIREMENTS:
FOR 300-400 STALLS: 6 ACCESSIBLE STALLS
PROPOSED PARKING:
STANDARD SPACES: 207 STALLS
FENCED GARAGE SPACES: 18 STALLS
TOTAL STALLS: 225 STALLS
PROVIDED TOTAL PARKING: 337 SPACES



Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(815) 963-8453 / info@fng.com

www.fng.com
Engineers | Architects | Scientists
Interior Designers | Surveyors

DATE	DESCRIPTION
12/1/2024	CONCEPT LAYOUT

CONCEPT PLANS
NOT FOR CONSTRUCTION

PROJECT: Holiday Properties

Empire Apartment Complex

1312 E Empire Street
Bloomington, IL 61701

DATE:	12/1/2024
DESIGNED:	MMH
DRAWN:	MMH
REVIEWED:	MMH
FIELD BOOK NO.:	MMH

PREP FILE: MMH

CONCEPT LAYOUT



PROJECT NUMBER: 0231839_00

PROJECT NO.: 0231839_00

TO: ZONING BOARD OF APPEALS

FROM: Development Services Department

DATE: January 15, 2025

CASE NO: SP-02-25, Special Use Permit for Multi-Family Dwellings

REQUEST: Public hearing, review, and action on a request submitted by Holladay Property Services Midwest, Inc. (owner Group of Five Investments, II, LLC), for a Special Use Permit for Multi-Family Dwellings in the C-1 (Office) District, for the property located at 1312 E. Empire Street. PIN: 14-34-480-030.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow Multi-Family Dwellings in the C-1 (Office) District, per § 44-502B which indicates Multi-Family Dwellings may be permitted as Special Uses in the C-1 District.

The Applicant proposes to construct a seven-building apartment complex (three stories each), which would include 180 residential units (94 one-bedroom units and 86 two-bedroom units). The complex would provide vehicular access via three curb cuts along the Empire Frontage Rd North (two existing) and one curb cut along Robinhood Lane (existing). On-site, 331 total parking spaces (surface and enclosed) would be provided. Additional amenities would include two green space areas as well as a dog park. No waivers to Use Provisions are requested.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, December 23, 2024. Courtesy notices were mailed to 76 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 7.46 acres (~324,950 sf) located east of the intersection of E. Empire Street and Towanda Avenue. A Frontage Road along the north side of E. Empire Street provides the southern boundary and Robinhood Lane borders the site to the north. The property was formerly an office and technology facility which was demolished in 2011. The property is currently vacant. Neighboring properties are a mix of commercial, office and residential uses.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-1B (Single-Family Residence)	Right-of-Way, Single-Family Residential
South	R-1A (Single-Family Residence)	Right-of-Way, Golf Course
East	R-3A (Multi-Family Residence) & B-1 (General Commercial)	Multi-Family Residential / Vacant Office

Description of Current Zoning District:

The intent of this C-1 Office District is to accommodate office buildings primarily. Related retail, service, institution, and multiple-family uses commonly associated with office uses are allowed to a limited extent. This district may be applied as a transitional use buffer between residential uses and uses which would be incompatible with residential districts. The prime characteristics of this district are the low intensity of land coverage and the absence of such nuisance factors as noise, air pollutant emission, and glare. (§ 44-501C).

Subject Code Requirements:

§ 44-502B, "Allowed Uses Table" indicates Multiple-Family Dwellings permitted as a Special Use in the C-1 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Multi-Family Dwellings in the C-1 (Office) District.

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

The establishment, maintenance, and operation of Multi-Family Dwellings is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. The property has been vacant for an extended time and the immediate area has also experienced vacancy in the commercial buildings. The proposed residential density would be of relatively low impact, provide a suitable buffer between commercial and lower-intensity residential uses, and help to reestablish the vitality of the area by supporting nearby commercial uses. ***Standard is met.***

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

The Special Use would positively impact the immediate area by restoring a vacant site to an active and functional use. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. Additionally, the required basin construction will improve drainage conditions for the property to the northwest of the site. ***Standard is met.***

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

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include a compatible mixture of commercial and residential uses. Improvement of surrounding properties would not be impacted. ***Standard is met.***

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. ***Standard is met.***

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

Vehicle ingress and egress are proposed along the Frontage Road at three curb cut locations (two are existing), as well as one curb cut along Robinhood Lane (also existing). Parking standards on the surface lot proposed at the site are adequate and meet Code requirements. The site is also served by local public transit. ***Standard is met.***

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

The proposed Multi-Family Dwellings use meets the bulk and site standards for the District. No waivers or variances are expected to be requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

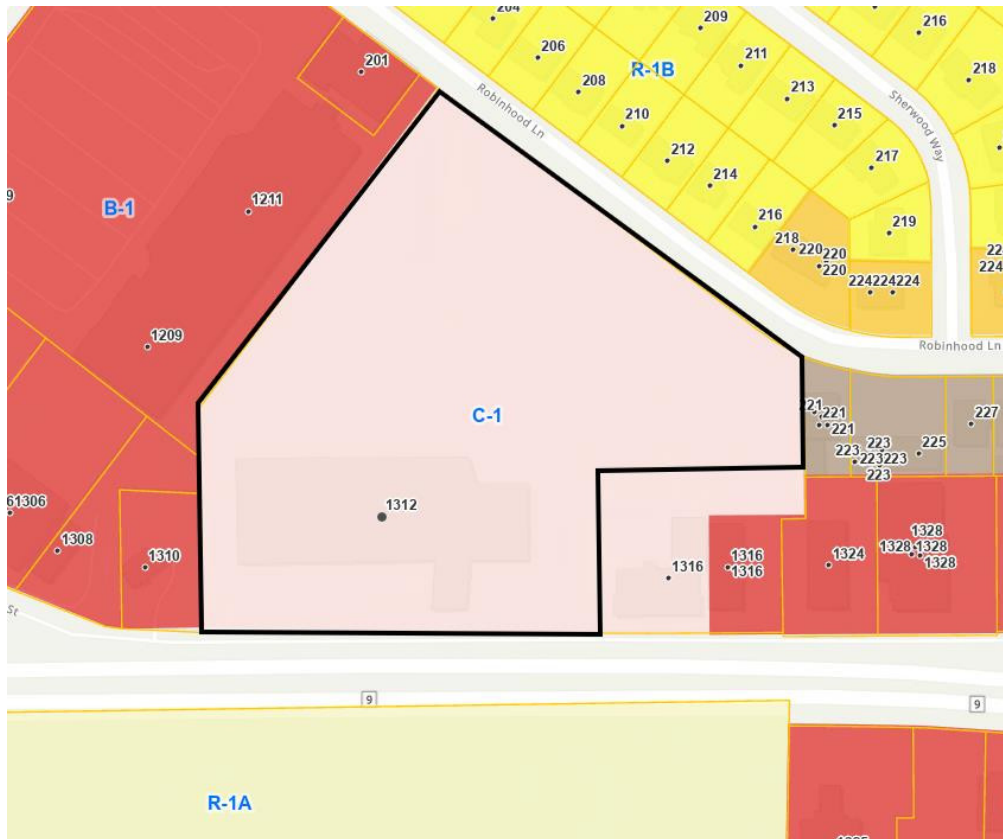
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request as submitted.

Respectfully submitted,
Jon Branham
City Planner

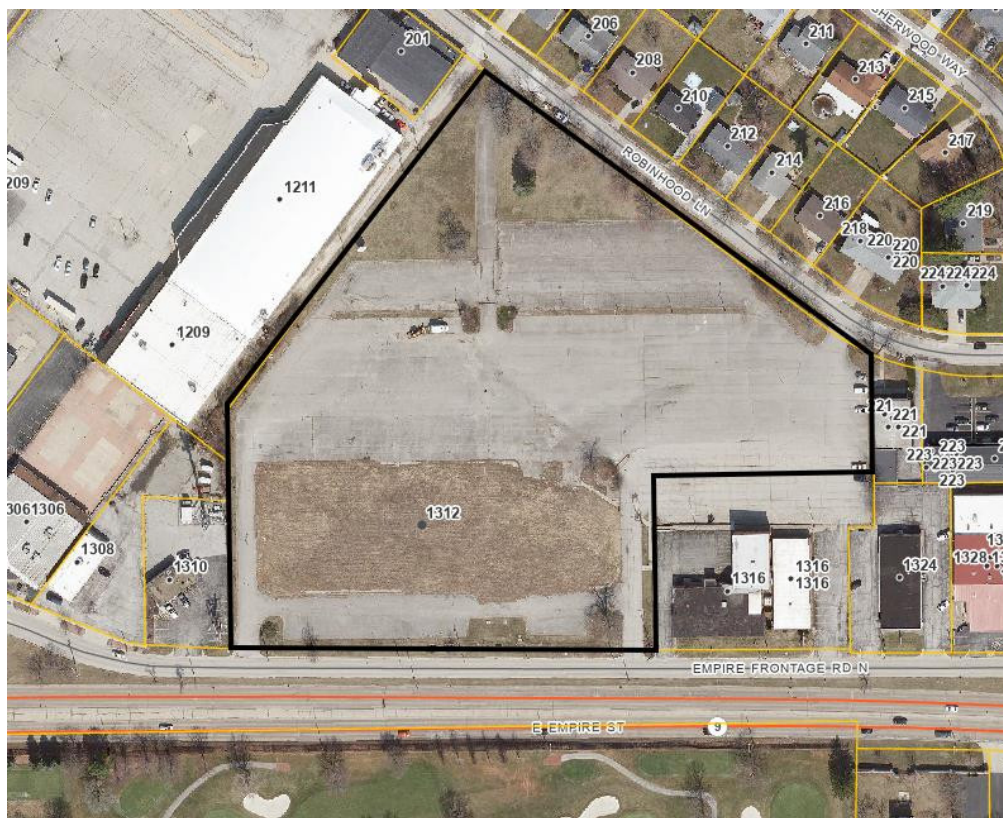
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Neighborhood notice map
5. Site Plan (separate attachment)

Attachment 1 - Zoning Map



Attachment 2 – Aerial Image

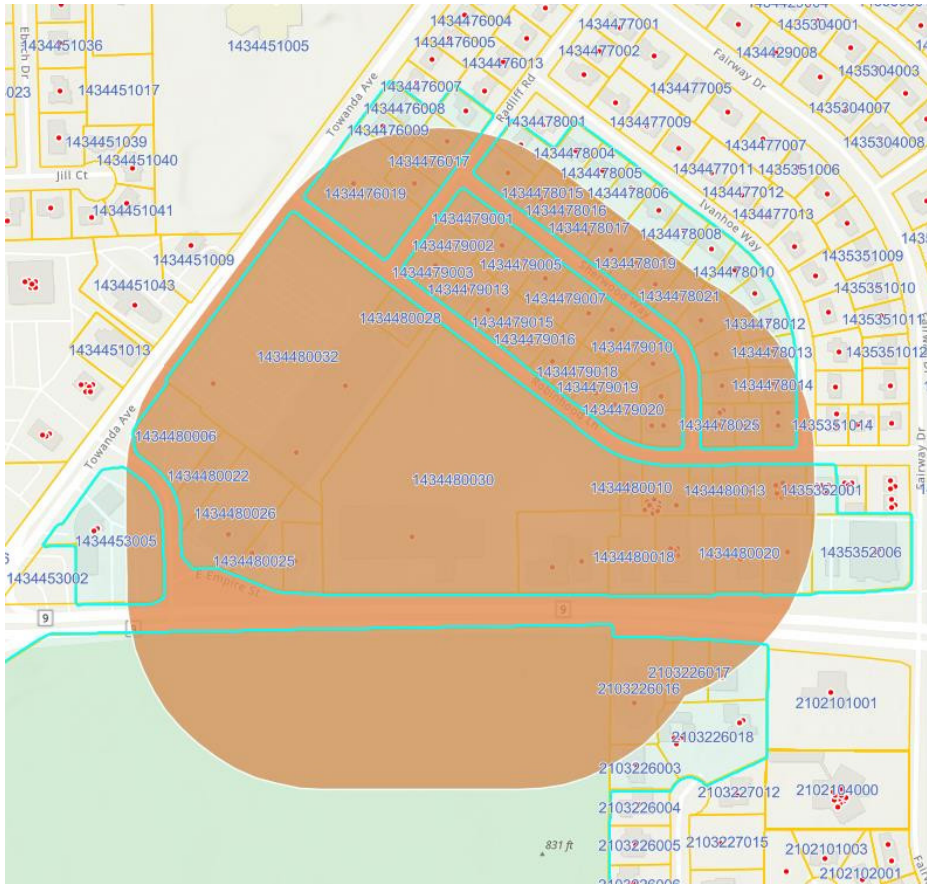


Attachment 3- Ground-Level Views





Attachment 4 - Neighborhood notice map



The following item was presented:

Item 5.C. SP-02-25 - Public hearing, review, and action on a request submitted by Holladay Property Service Midwest, Inc., (owner Group of Five Investments II, LLC), for a Special use Permit for Multi-Family Dwellings in the C-1 (Office) District, for the property located at 1312 E. Empire Street. PIN: 14-34-480-080.

Mr. Branham presented the staff report with a recommendation for approval. He reviewed the surrounding zoning and land uses. He described the nature of the request, outlining that Multi-Family Dwellings require a Special Use Permit in the C-1 (Office) District. He reviewed the C-1 District purpose statement. He noted details of the proposed development, including 180 total units, site access, and other amenities. He also reviewed the standards as outlined in the staff report.

Vice Chair Ballantini inquired if all Special Use Permit standards had been met as determined by staff. Mr. Branham confirmed.

Board Chair Straza opened the public hearing.

Mike Doyle (Applicant) provided further background on the project and explained additional details regarding the history of the site and the proposed development. He highlighted similar development projects his company had completed in recent years. He stated they were excited for this opportunity in Bloomington.

Chris Walsh (Applicant's Architect) provided additional background and noted details of the proposed elevations and building materials.

Vice Chair Ballantini inquired if there was a set price point for the units. Mr. Doyle responded that they would expect units to be priced around \$1,200/per month but it would ultimately depend on market conditions when the project was completed.

Vice Chair Ballantini inquired if the project would be a full circle project. Mr. Doyle stated they have a sister construction company, but they would be involved throughout the project and expect to manage the property following project completion.

Chair Straza inquired about the building materials. Mr. Walsh explained typical materials and that they would be locally sourced.

Vice Chair Ballantini inquired about the expecting timing of the project. Mr. Doyle stated the expectation would be to break ground in September of this year and that it would be a 24-month project.

Vice Chair Ballantini noted some recent past projects have been unfulfilled and inquired if the Applicant expected to see the project come to fruition. Mr. Doyle stated his belief that a combination of factors, including experience and existing relationships, would allow them to meet expectations.

Neil Finlen (Applicant's Engineer) provided additional background. He thanked staff and stated his support for the development team. He noted this would be a significant infill project for the community. He highlighted some site details including abundance of parking and landscaping.

Chair Straza inquired about site access and existing infrastructure. Mr. Finlen stated there were no issues expected with site access and needed infrastructure was in place.

Robbie Osenga (216 E. Grove Street), stated as a local real estate professional he supported the project and advocated for approval. He noted the credentials of the development team.

Board Chair Straza closed the public hearing.

Vice Board Chair Ballantini made a motion, seconded by Board Member Zwaga, to establish findings of fact that the standards for approval of a Special Use Permit are met, and to recommend approval of the request for a Special Use Permit for Multi-Family Dwellings in the C-1 (Office) District, for the property located at 1312 E. Empire Street, as submitted.

Roll call.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Zwaga, Board Member Williams

Motion passed.

New Business

There was no new business reported.

Adjournment

Board Member Harris made a motion, seconded by Board Member Williams, to adjourn the meeting.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Zwaga, Board Member Williams

Motion passed.

The Meeting Adjourned at 5:15PM

CITY OF BLOOMINGTON

Michael Straza, Board Chair

Jon Branham, Staff Liaison



CONSENT AGENDA ITEM NO. 9.O.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKays Bar and Grill, located at 909 N. Hershey Rd., Suite 2, is Requesting Approval of a Change in Classification from a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Around the Corner, Inc. (Applicant), located at 909 N. Hershey Rd., Suite 2, is Requesting Approval of a Change in Classification from a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

After a Public Hearing on January 14, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing 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*, as well as 143 notices were mailed to properties within 500 ft. of the applicant's property.

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_DR McKays Bar and Grill](#)

[CLK 2C Draft Minutes_DR McKays Bar and Grill](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Around the Corner, Inc. d/b/a DR McKays Bar & Grill

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

- Completed Application
- Letter Detailing Change in Classification
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Certificate of Liability Insurance
- Bond
- Articles of Incorporation
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL

Current Ownership

- Around the Corner, Inc.
 - Rachel Jones, 100%

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)	Around the Corner INC.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	DR. McKay's Bar and Grill
Legal Entity Address <i>(including City, State, and Zip)</i>	
Legal Entity Phone Number	
Legal Entity Email Address	
Establishment Address including Zip	909 N. Hershey RD. Ste 2, Bloomington, IL 61704
Establishment Phone Number	309-662-6711
Establishment Email Address	drmckaysbusiness@gmail.com
*Email Address for <u>ALL</u> City Communications:	

*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
Rachel Jones	Bloomington	IL	61704
Phone Number	Email Address		

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

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

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

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

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

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

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☒ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* All stock of S Corp is currently owned by one person, Rachel
☒ No Applicant checked Y accidentally
☐ 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? Applicant checked Y accidentally
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant - Bar and Grill
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 Currently licensed as a Tavern. Seeking to change our license to a Restaurant.
- If approved, how would the liquor license benefit the City and its residents? _____
 Currently produce excellent gaming revenue and taxes on Food and Drink. We are strong supporters of
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
 We offer trivia on Thursday and on the rare occasion live music (4-5 times a year)
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
 We consistently do about 60% of our revenue in food vs liquor and would like to increase
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	10:00AM	12:00AM
Tuesday:	10:00AM	12:00AM
Wednesday:	10:00AM	12:00AM
Thursday:	10:00AM	12:00AM
Friday:	10:00AM	1:00AM
Saturday:	10:00AM	1:00AM
Sunday:	10:00AM	12:00AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
 Immediate area surrounding us is commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
 24 hour gas station, Neal Tire 7am-6PM, Doctors offices 7AM-5PM
 - Is the area predominately residential, are they single or multi-family homes?
 No, but within a 1/2 mile of multi and single family homes.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
 Hershey Rd two way four lanes, Empire (Route 9) two way four lane
- How much additional traffic is expected to be generated with a liquor license?
 Currently hold a liquor license do not expect much change, hope to grow food with change
- Describe any and all on- and off-street parking: _____
 No on street parking. Parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 4 (one is package



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: Currently hold a TA liquor license for this establishment. Previously was
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Rachel Jones

Owner/President

Name (Please Print)

Title

11/14/2024

Date

10/28/2024

To: City of Bloomington Liquor Commission,

RE: Liquor License classification change for DR. McKay's Bar and Grill

As the current owner of DR. McKay's Bar and Grill, located at 909 N. Hershey Rd. Suite 2, I am seeking to change my liquor license classification from Tavern to Restaurant.

Back in 2014 when my husband, the late Don Jones, and his partner Gary Biddle, applied for the original liquor license they were questioned as to why they were seeking a Tavern license over a Restaurant license as the commission was not eager to have another "bar" added to the business landscape. At that time, we could not be certain of the amount of business we would do in food over liquor and a misclassification would possibly be punitive. Now, as DR. McKay's approaches its 10th anniversary in business, I know that we are more grill (restaurant) than bar and it is my intention and that of my management to grow this side of the business. I have supplied the numbers with my recent renewal application. On a consistent basis our food sales account for 60% of our revenue.

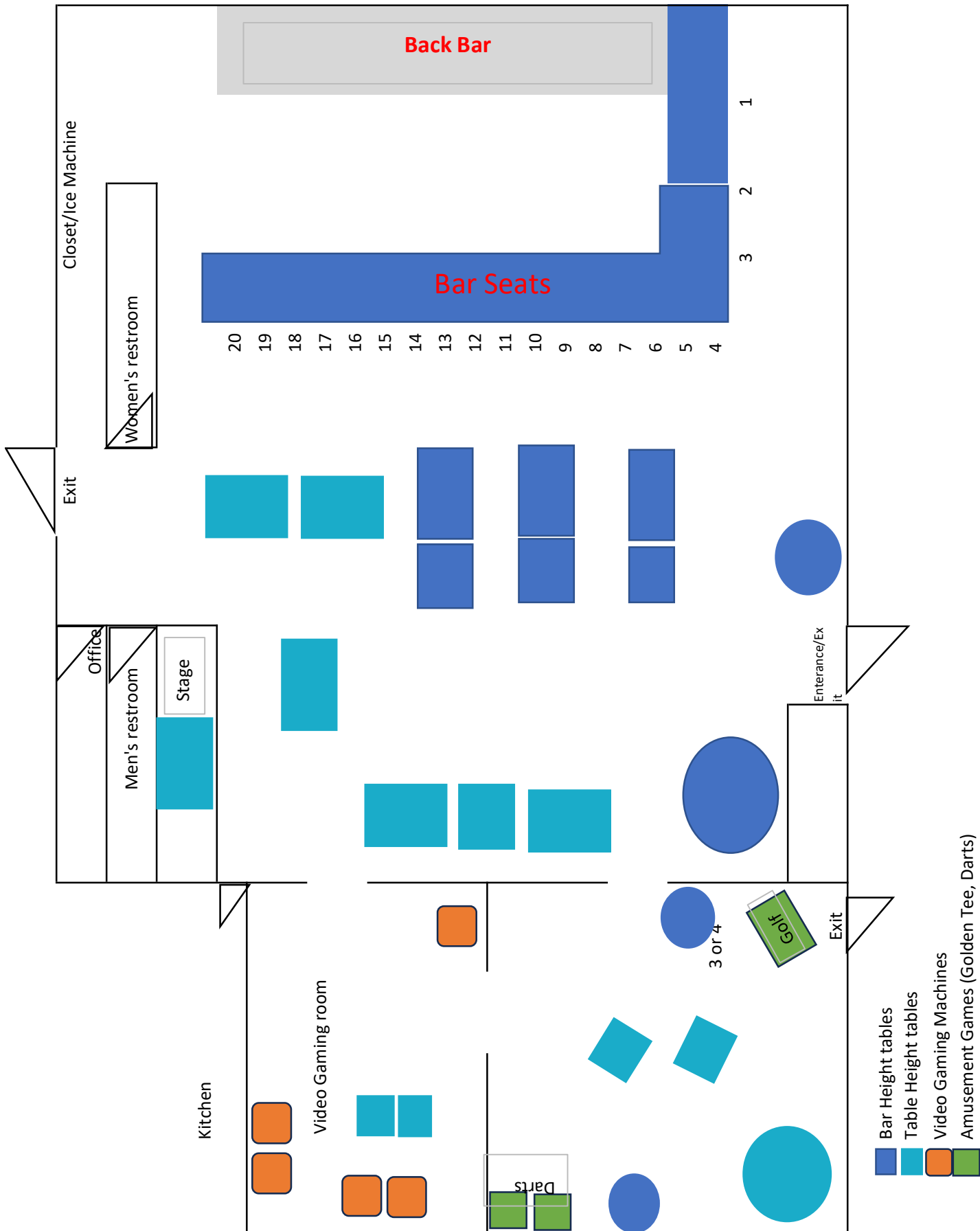
Because of our current classification we frequently have to turn customers away who want to grab some of the best wings and sandwiches in Bloomington (tooting our horn) who are not 21 years old. While we have a fantastic selection of draft beers and bourbons, we have spent the last year wiping 100 proof liquors (Sambuca, Rumple Minze, etc.) from our offerings and adding a broad selection of NA beers and seltzers. We do not accept vertical identification for alcohol purchase even if the patron has already turned 21 to safeguard against underage drinking. We have stopped the weekly hosting of karaoke as it was a night that pulled focus from our food and the ability for busy families to enjoy a late dinner. In addition, we appreciate the ability to support the community in a variety of ways including offering dine to donate days. It would be nice to be able to welcome a variety of age groups to increase the availability of donatable funds. For example, we will be supporting theater arts at Bloomington High School in January. With our current license we would not be able to allow a group of students to grab dinner with their peers in order to earn fund for their club.

I sincerely hope you see the value to both the community at large and my business specifically of changing our liquor license classification from Tavern to Restaurant. I look forward to the opportunity to responding to any of your questions or concerns in person.

Thank you for your time,

Rachel Jones

Owner Around the Corner Inc. DBA. DR. McKay's Bar and Grill





MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, JANUARY 14, 2025, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m., January 14, 2025. Commissioner Mwilambwe called the meeting to order.

Roll Call

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

Staff Advisors

Attendee Name	Title	Status
Leslie Smith-Yocum	City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No public comment was received.

Consent Agenda

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

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to approve the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the December 10, 2024, Regular Liquor Commission Meeting.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

Regular Agenda

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

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from Around the Corner, Inc., d/b/a DR McKays Bar and Grill, located at 909 N. Hershey Rd., Suite 2, is Requesting Approval of a Change in Classification from a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

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. 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 demands from customers that the business sell alcohol 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



CONSENT AGENDA ITEM NO. 9.P.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: Ward 5

SUBJECT: Consideration 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, 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: Ma Bhavani, LLC (Applicant), located at 2303 E. Washington St., Suite 1, is Requesting Approval for the Creation of a Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License. The applicant currently holds a tobacco license with the City and would like to add packaged liquor sales to provide their customers with an enhanced experience.

The Item originally appeared at the December 10, 2024, Liquor Commission Meeting and was postponed to allow staff and the Commission more time to review concerns regarding parking and traffic brought forward by the Police Department.

At the Public Hearing held on January 14, 2025, the Liquor Commission and staff confirmed they were able to address the concerns brought forward at the prior hearing and the Commission positively recommended the application to Council. Draft minutes of both 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 December 3, 2024, in *The Pantagraph*, as well as 116 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS Liquor License is \$1,900 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 3B Application_Bidi Smoker](#)

[CLK 3C Approved Minutes_12102024](#)

[CLK 3D Draft Minutes_01142025](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Ma Bhavani, LLC d/b/a Bidi Smoker

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

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Original Lease Agreement
- Amendments to Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA/Assumed Name Registered with the State of IL/McLean County
- Verified Establishment Ownership
- Submission of Bloomington/Normal Food and Beverage Tax Registration Form
- Submission of Bloomington/Normal Package Tax Registration Form

Current Ownership

- Ma Bhavani, LLC
 - Mayur Patel, 100%

Due Before License Issuance

- Certificate of Liability Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection
- BASSET Certified Individuals to be submitted

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)	MA BHAVANI LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	BIDI SMOKER
Legal Entity Address (including City, State, and Zip)	
Legal Entity Phone Number	
Legal Entity Email Address	SMOKEWORLD0017@GMAIL.COM
Establishment Address including Zip	2303 E WASHINGTON ST, SUITE 1, BLOOMINGTON,
Establishment Phone Number	9297056685
Establishment Email Address	SMOKEWORLD0017@GMAIL.COM
*Email Address for <u>ALL</u> City Communications:	SMOKEWORLD0017@GMAIL.COM

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
MAYUR PATEL	BLOOMINGTON	IL	61704
Phone Number	Email Address		
	SMOKEWORLD0017@GMAIL.COM		

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

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

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

Name (First & Last)	City	State	Zip
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: 03/16/2023)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☒ **Yes** **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ **No**
☐ **N/A**

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

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

☒ **Yes** ☐ **No** Are 21 years of age or older.
☒ **Yes** ☐ **No** Are citizens of the United States.
☒ **Yes** ☐ **No** Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ **Yes** ☐ **No** Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ **Yes** ☐ **No** Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ **Yes** ☐ **No** Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ **Yes** ☐ **No** Is the General Manager a resident of McLean County?
- ☐ **Yes** ☒ **No** Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ **Yes** ☒ **No** Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) A full liquore store who sales packaged all types of liquors
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: We seek a liquor license to enhance guest experience and responsibly serve our community, supporting
- If approved, how would the liquor license benefit the City and its residents? If approved, this license will boost local revenue, create jobs, and offer residents a safe, enjoyable social
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? Smoke and Tabacco
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8 AM	10 PM
Tuesday:	8 AM	10 PM
Wednesday:	8 AM	10 PM
Thursday:	8 AM	11 PM
Friday:	8 AM	11 PM
Saturday:	8 AM	11 PM
Sunday:	8:30 AM	10 PM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
~~Commercial~~ **Mixed**
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
9 AM - 11 PM
 - Is the area predominately residential, are they single or multi-family homes?
Multi Family
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
all streets are two way and most of the streets have street parking
- How much additional traffic is expected to be generated with a liquor license? _____
50 vehicles per day
- Describe any and all on- and off-street parking: _____
Premise has it's own parking
- How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~0~~ 4

**Responsibility:**

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Mayur Patel

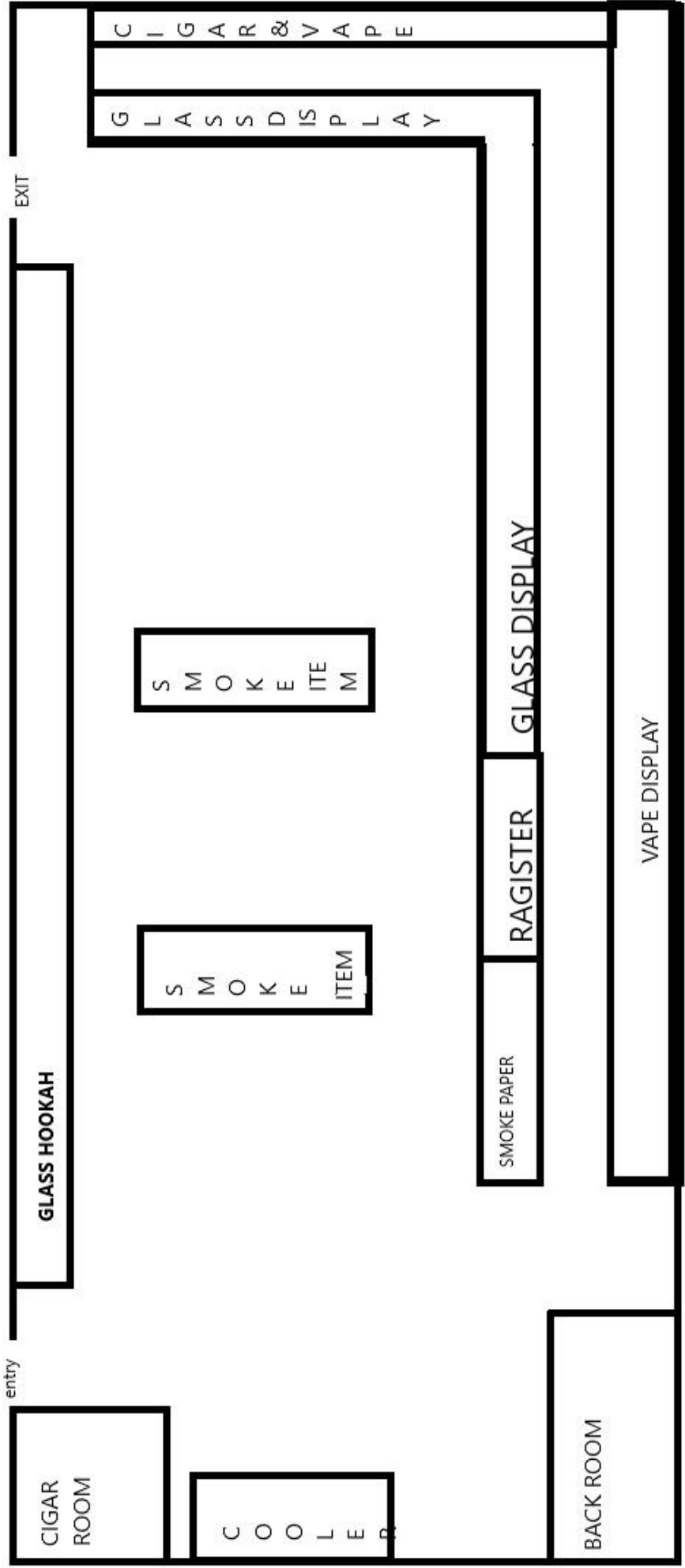
Name (Please Print)

Owner

Title

10/27/2024

Date



The following item was presented:

Item 5.D. 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 Meister opened the Public Hearing at 4:15 p.m.

Hiteshkumar Patel, Manager of Bidi Smoker (Applicant), after being sworn, addressed the Commission. He stated the owner was out of the country but he would answer any questions. He stated they received multiple requests from customers to have liquor available.

Commissioner Meister asked if they currently sold any alcohol. Mr. Patel stated no.

Commissioner Meister asked if anyone has held a liquor license before. Mr. Patel stated the owner had a liquor license at three locations in Chicago.

Commissioner Meister asked for additional detail on the products sold in the store. Mr. Patel stated they would sell packaged liquor and beer in small quantities like half pints.

Asst. Corporation Counsel George Boyle asked how many staff members were employed. Mr. Patel stated there were currently two.

Asst. Corporation Counsel George Boyle asked how many staff members were employed. Mr. Patel stated there were currently two. Asst. Corporation Counsel Boyle asked if additional staff would be hired. Mr. Patel stated it depended on the amount of business.

Asst. Corporation Counsel Boyle asked what the hours of operation were. Mr. Patel stated they were open 8:00 a.m. to 10:00 p.m. but would stay open until 11:00 p.m. if they received a liquor license. Asst. Corporation Counsel Boyle asked if Mr. Patel would object if a license condition with a closing time of 11:00 p.m. was added to the liquor license. Mr. Patel stated he would not object.

Chris McAllister, Building Official, asked for additional information on what was sold at the location as it could affect other licenses. Mr. Patel stated they sold tobacco and had a Tobacco License.

Asst. Police Chief ("AC") Paul Williams asked if there was a back door entrance to the establishment or if just had the entrance facing Washington St. Mr. Patel stated the back door was an emergency exit only.

AC Williams asked if the parking lot was owned or if a certain number of parking spaces were rented by the establishment. Mr. Patel stated no, the parking lot was common parking for everyone. AC Williams stated the application noted the anticipation of an additional 50 cars or customers per day for alcohol sales. Mr. Patel stated they believed it would be around 50 customers. AC Williams then asked what happens when the small parking lot is full. Mr. Patel stated there was additional parking behind the complex.

Asst. Corporation Counsel Boyle confirmed with Mr. Patel that he managed other businesses that sold alcohol. He then asked if there had been any issues at those locations. Mr. Patel stated no.

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

AC Williams asked if there was security features or surveillance. Mr. Patel stated there were eight cameras including two outside, and would add an additional eight cameras, two more outside and six more inside.

Commissioner Meister asked if there had been concerns at this location or a history about the location. AC Williams expressed his concern about the very congested parking lot noting that Jimmy John's had an outdoor dining area that did not have any protection except for a decorative fence. He further expressed his concern that if Jimmy Johns was busy and worried about outside diners in front of a liquor store. He was also concerned for a potential intoxicated driver to hurt a patron.

Staff had no additional questions.

Commissioner Meister closed the Public Hearing at 4:23 p.m.

Commissioner Meister stated that she would prefer the Mayor's feedback on this application and since he was not present, she would continue the item.

Commissioner Meister continued the Item until the January 14, 2025, Liquor Commission meeting.

The following item was presented:

Item 5.E. First Appearance on an Amended Complaint issued to JL Palma, LLC, d/b/a Venue 309 and Jospeh Palma, alleging two violations of Chapter 6, Section 102A and Section 101 of the Bloomington City Code.

Asst. Corporation Counsel Boyle provided a history of the complaint noting it was initially filed against Venue 309, a permit holder to receive a liquor license at the time. He stated that per the liquor ordinance, each license holder must have a liquor license to engage in the sale of alcohol. He stated the second count was for lack of reporting a change in ownership. He stated that Joseph Palma, as the primary member of the limited liability company, which was involuntarily dissolved by the State of Illinois, was personally responsible.

A first appearance provides an opportunity to admit or deny the allegations of the complaint. Mr. Palma was not present.

Commissioner Meister continued the Item until the January 14, 2025, Liquor Commission meeting.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Adjournment

Commissioner Meister adjourned the meeting.

The Meeting Adjourned at 4:27 p.m.

CITY OF BLOOMINGTON

Lindsey Meister

Lindsey Meister, Commissioner

Amanda Stutsman

Amanda Stutsman, Deputy City Clerk



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. 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.

Commissioner Meister mentioned that The Pass Pub & Grill was adjacent to the applicant and the people who left the bar would potentially want to buy packaged alcohol as they left. She stated that she did not feel a time restriction would be an issue and gave the example of closing at 11 p.m. in the warmer months. Commissioner Meister asked the applicant if they would be open to a condition stating they would have to close by 12 a.m. Mr. Hiteshkumar Patel answered that they would stay open if the City required it.

Commissioner Mwilambwe clarified that the City's condition would prevent the business from staying open later than the time listed and that the City would not require them to stay open until a set time. Both representatives indicated they would be okay with a condition of being closed by midnight.

Commissioner Mwilambwe asked Mr. Boyle to explain the reasoning for why a condition would be placed on the license. Mr. Boyle gave a brief explanation regarding why conditions may be placed on a license and indicated that without a condition placed, the business would have the option to stay open to the maximum times based on the Code.

Commissioner Mwilambwe confirmed that the business would be open on Thursday, Friday, and Saturday until 11 p.m. in the summer. Both representatives answered yes.

Commissioner Mwilambwe asked if they would plan to be open later than 11 p.m. at any time. Mr. Hiteshkumar Patel explained that they would only plan to be open later if they

anticipated customers to come in. He stated that they generally did not see many customers after 10 p.m.

Commissioner Mwilambwe questioned if a condition was necessary if the business had no intentions of being open past 11 p.m. Commissioner Meister agreed a condition was not necessary.

Mr. Boyle asked if there were other liquor stores in the area. Mr. Hiteshkumar Patel mentioned Friar Tuck Beverage and Fresh Thyme Market. Commissioner Mwilambwe noted that Fresh Thyme Market closed at 9 p.m.

Mr. Boyle asked if either of the representatives had experience with a business that has sold alcohol. Mr. Mayur Patel answered that he had worked at Lake Villa Liquor in Lake Villa, IL, and Doti Liquors in Elmhurst, IL. . Mr. Boyle asked if there were any violations associated to the previous businesses. Mr. Mayur Patel answered no. Mr. Boyle asked if Mr. Mayur Patel held ownership in the places listed. Mr. Mayur Patel answered yes.

Mr. Boyle asked if there were any other businesses Mr. Mayur Patel owned. Mr. Mayur Patel explained that he also held ownership at Gladstone Food Mart in Chicago, Illinois, and was part owner of Alsip BP in Alsip, IL and Worth BP in Worth, IL.

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 4:55 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.



REGULAR AGENDA ITEM NO. 10.A.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Fiscal Year 2026 John M. Scott Health Care Trust Category I and Category II Grant Awards and Programmatic Agreements, in the Amount of \$763,532, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Resolution 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: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following Category I and Category II grant funding recommendations and information for Fiscal Year 2026 ("FY26"). The Commission oversees a grant program focused on funding health care related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The FY26 Trust Grant Program's Request for Proposals ("RFP") for Category I and Category II grant funding was released in September 2024 with applications accepted through October 2024. Marketing for this grant opportunity was conducted through various methods. A community meeting for the FY26 grant cycle was held on September 10, 2024, to provide an overview of the FY26 RFP and answer questions from potential applicants. Overall, there were 6 Category I applications, 21 Category II applications requesting a total of \$1,611,779.20 received by the submission deadline.

Of the aggregate funding request, \$694,000 was requested for Category I, \$207,246.96 for Category II-Capital projects and \$710,532.29 was requested for Category II-Program projects. There were 6 Category I requests, 4 Category II-Capital requests, and 17 Category II-Program requests for FY26. Of those applicants that applied, the Commission saw one new organization apply for funds in this RFP grant cycle.

Before the John M. Scott Health Care Commission Grants Committee ("Grants Committee") held meetings to evaluate the FY26 applications, each application was scored by a

combination of Commission Members, Ad Hoc Commission Committee Members, and community members with a relevant background (i.e., grant management, construction, healthcare, social services, etc.). All applications were scored based on a standardized scoring criteria that was made available to applicants with the launch of the RFP. The Grants Committee voted to approve the FY26 funding recommendations on December 10, 2024. The full John M. Scott Health Care Commission voted to approve the funding recommendations on December 17, 2024. Applicants, funded or not funded in FY26, will receive feedback from the Commission on their application to help organizations improve their applications for future submission.

The Commission is recommending that City Council (Trustee) approve \$763,532 in funding for Category I and Category II Grants for FY26. The full slate of FY26 award recommendations is shown within Resolution Exhibit A (Attached).

The Category I & Category II Grant recommendations within the resolution represent 89.8% of the Trust's proposed FY26 budget. The remaining amount covers administrative costs for City staff and the program, along with Category III Grants. A continued priority for the Commission has been to ensure as much grant funding is available as possible while providing adequate financial support for City staff and other administrative functions.

This funding recommendation represents an incredible investment in our community members and a continued testament to the legacy of Judge John M. Scott's vision for a more equitable community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through social media communication, information available on the City's website, word of mouth outreach from Commission members, and email communications.

FINANCIAL IMPACT: The award of FY26 Trust grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related program costs including the reimbursement of time spent by Community Impact & Enhancement Department staff. If approved, the FY26 grant awards, totaling \$763,532, will be paid from John M. Scott Health Care Trust Grant Program account 72102100-79130-59000 (JMS Grants) and 72102100-79130-59100 (JMS Grants). These funds are included in the FY26 John M. Scott Health Care Trust Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

ATTACHMENTS:

[CI&E 1B Resolution](#)

[CI&E 1C Resolution - Exhibit A - FY2026 Funding Recommendations](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE FISCAL YEAR 2026 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY I AND CATEGORY II GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$763,532

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

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

WHEREAS, the John M. Scott Health Care Commission (“Commission”) reviewed various grant applications and proposals for distribution in Fiscal Year 2026 and is recommending the Trustee award the grants set forth in Exhibit A.

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

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

SECTION 2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants to made in FY2026:

Category I – Community Health Care Clinic (\$125,000 per fiscal year ending in fiscal year 2028), McLean County Center for Human Services (\$125,000 per fiscal year ending in fiscal year 2028).

Category II – Project Oz-Capital Request (\$63,000), Community Health Care Clinic-Capital Request (\$37,000), Lifelong Access-Capital Request (\$20,000), Project Oz (\$44,000), Lifelong Access (20,000), One Hope Project (\$30,000), Faith In Action (\$25,000), Community Health Care Clinic: Dental Clinic (\$10,000), Community Health Care Clinic: Medicine Program (\$15,000), The Center for Youth and Family Solutions (\$32,000), INtegrItY Counseling (\$30,000), Living Well United (\$20,000), Homes of Hope (\$10,000), Brightpoint (\$35,000), Girl Scouts of Central Illinois (\$10,000), West Bloomington Revitalization Project (\$20,000), Bloomington-Normal YMCA (\$15,000), YouthBuild McLean County (\$32,532), West Bloomington Revitalization Project and Western Avenue Community Center (\$10,000), and Boys & Girls Club of Bloomington-Normal (\$35,000).

PASSED this 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Fiscal Year 2026 Award Recommendation Breakdown

CATEGORY	APPLICANT	REQUEST DESCRIPTION	FY2026 Funding
Category I	Community Health Care Clinic (10766)	Operating Funds	\$125,000 (per fiscal year ending fiscal year 2028)
Category I	McLean County Center for Human Services (10789)	Behavioral Services	\$125,000 (per fiscal year ending fiscal year 2028)
CATEGORY I		TOTAL FUNDING Recommendation	\$250,000
Category II-Capital	Project Oz (10769)	Roof & Siding Replacement	\$63,000
Category II-Capital	Community Health Care Clinic (10778)	Equipment for Dental Clinic	\$37,000
Category II-Capital	Lifelong Access (10782)	ADA Bathroom Remodel	\$20,000
CATEGORY II-CAPITAL		TOTAL Funding Recommendation	\$120,000
Category II- Program	Project Oz (10792)	Transitional Living Program (TLP) for Homeless Youth	\$44,000
Category II-Program	Lifelong Access (10760)	Active Living Support	\$20,000
Category II-Program	One Hope Project (10761)	Eating Disorders Program	\$30,000
Category II-Program	Faith In Action (10779)	Senior Transportation & Support Services	\$25,000
Category II-Program	Community Health Care Clinic (10767)	Access to Dental Care	\$10,000
Category II-Program	Community Health Care Clinic (10798)	Patient Medication Support	\$15,000
Category II-Program	The Center for Youth & Family Solutions	Child, Adolescent, & Family Behavioral Health Services (10780)	\$32,000
Category II-Program	INtegrItY Counseling, Inc.(10800)	Mental Health Counseling	\$30,000
Category II- Program	Living Well United (10802)	Rural McLean County Low Income Senior Services	\$20,000
Category II-Program	Homes of Hope (10790)	Dental Services Support	\$10,000

Fiscal Year 2026 Award Recommendation Breakdown

Category II-Program	Brightpoint (10803)	Childcare Services and Family Support	\$35,000
Category II-Program	Girls Scouts of Central Illinois (10799)	Behavioral Health Support	\$10,000
Category II-Program	West Bloomington Revitalization Project & Western Avenue (10805)	Healthy Eating Program Support	\$10,000
Category II-Program	Bloomington-Normal YMCA	Healthy Kids University	\$15,000
Category II-Program	YouthBuild McLean County	Mental Health Services and Interventions	\$32,532
Category II-Program	West Bloomington Revitalization Project (10776)	Westside Rides Support	\$20,000
Category II- Program	Boys & Girls Club Bloomington-Normal (10793)	Behavioral Health Program Support	\$35,000
Category II-Program Funding Recommendation		TOTAL FUNDING Recommendation	\$393,532
FY2026 Funding Recommendation		TOTAL FUNDING Recommendation	\$763,532



REGULAR AGENDA ITEM NO. 10.B.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Continued Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 35, Section 75 Pertaining to the Composition of the Public Safety and Community Relations Board (PSCRB), as requested by the Public Safety & Community Relations Commission.

RECOMMENDED MOTION: The proposed Ordinance 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: The Public Safety and Community Relations Board (PSCRB) would like to change the language in Chapter 35, Section 75, Item C to read *"two of the nine members may be youth members between the ages of 16 and 21 who will serve a one-year term."* The composition of the Board would remain at nine members, however the two positions reserved for youth members would be available for non-youth members. PSCRB has had difficulty in filling the two seats that were reserved for youth board members and ability to fill those seats with either youth members or adult members.

The PSCRB held a regular meeting on October 23, 2024, where the Board unanimously approved to recommend the proposed changes to Council. On December 9, 2024, Council recommended this Item back to the PSCRB with recommended amendments and postponed the Item until the February 10, 2025, Council Meeting. The PSCRB held a special meeting on Wednesday, December 11, 2024, where the Board discussed the recommendations by Council. The PSCRB then held a regular meeting on Wednesday, January 22, 2025, (minutes attached) and determined to keep the original recommendation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PSCRB

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Greg Wilson, Community Relations Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

[ADM 3C DRAFT 1/22/2025 PSCRB Minutes](#)

ORDINANCE NO. 2025 – ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 35, SECTION 75 PERTAINING TO THE COMPOSITION OF THE PUBLIC SAFETY AND COMMUNITY RELATIONS BOARD (PSCRB)

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

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the Public Safety and Community Relations Board (PSCRB) desires to have additional input contributed from the community; and

WHEREAS, the PSCRB further desires to allow for the opportunity to fill the two youth positions to be occupied by adult members.

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

SECTION 1. That Chapter 35, Section 75 of the Municipal Code of the City of Bloomington, Illinois, 1960, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

SECTION 4. This Ordinance shall take effect immediately after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter

35

Article IV Public Safety and Community Relations Board

§ 35-402. [Ch. 35, Sec. 75] Composition.

- A. The PSCRB shall consist of nine members appointed by the Mayor with the approval of the City Council by a 2/3 vote of all Council Members currently serving.
- B. Except as set forth in Subsection C regarding the two youth members, members shall serve for a three-year term; however, at the inception of the Board, two members shall be appointed for a one-year term, two members for a two-year term, and three members for a three-year term, so that terms are staggered.
- C. Two of the nine members ~~shall~~ may be youth members (between the ages of 16 and 21), who shall serve a one-year term.
- D. The chair and a vice-chair of the Board shall be selected amongst the members of the PSCRB.
- E. A majority of the sitting members of the PSCRB shall constitute a quorum.
- F. Members shall serve until their successors are appointed and confirmed, unless removed from office.

Next meeting at 3:30 PM on February 26, 2025. Room 400. Government Center.

Item 5.H. Consideration and Action on proposing an ordinance to Council amending the Bloomington City Code updating Chapter 35, Sec 75 pertaining to composition of the Public Safety and Community Relations Board (PSCRB). (Recommended Motion: Positively recommend the proposed ordinance to council.)

Michael Hurt, Staff Liaison, reported on the City Council's request that the PSCRB revisit the wording of their recommended ordinance amendment and consider increasing the size of the Board from 9 to 11 members thereby retaining the two seats exclusively for youth Board Members.

The Board stated they did not want to increase the size of the Board but wanted the flexibility to fill two of the current 9 seats with either youth or adult Board Members.

Chairperson McFarland stated that the language in Ordinance [Ch. 35, Sec. 75] Composition, would change to the following:

C. Two of the nine members shall may be youth members (between the ages of 16 and 21), who shall serve a one-year term.

Item 5.I. Review of Public Safety and Community Relations Board Annual Report. Recommended Motion: None, Discussion only.

The commission reviewed the annual report and concluded no changes are necessary. There was no further discussion.

Old Business

No old business was discussed.

New Business

Item 6.A Presentation and Discussion by Chief Simington on the new Bloomington Police Department 5-year Strategic Plan (2024-2029). (Recommended Motion: None, presentation and discussion only.)

Police Chief Simington outlined the Bloomington Police Department Strategic Plan for 2025-2029. The plan includes the results of internal surveys and surveys created by two external vendors' capturing on-going input from our community members. This culminated into the development of the six BPD Strategic Priorities, while also being mindful of the City of Bloomington's Council Strategic Priorities, specifically related to BPD's mission, "Improve Infrastructure, Improve Efficiency in Service Delivery, and Enhance Public Safety and Well-being". According to Chief Simington the issue of traffic safety was high on the public's list of concerns. The Bloomington Police Department will work with community members to prevent and reduce crime and traffic crashes.

Next Scheduled Meeting Date

February 26, 2025, at 3:30 p.m.

Adjournment

Board Member Murphy made a motion, seconded by Board Member Taylor, to adjourn.

MINUTES

**PUBLIC SAFETY & COMMUNITY RELATIONS BOARD – REGULAR SESSION
WEDNESDAY, JANUARY 22, 2025, 3:30 P.M.**



REGULAR AGENDA ITEM NO. 10.C.

FOR COUNCIL: February 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the City Manager to Approve an Agreement to Purchase a Gas Chromatograph Machine from Midwest Lab Solutions, Inc. in the Amount of \$163,991.10, 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: The Water Department is recommending the approval of a purchase of a gas chromatograph machine from Midwest Lab Solutions, Inc. in the amount of \$163,991.10.

The City of Bloomington utilizes two reservoirs to supply drinking water to its residents and wholesale customers. Surface water naturally contains algae, that decay throughout the year. When the algae begins the decomposition process, two non-toxic compounds are created, Methyl-isoborneol (MIB) and geosmin. Currently, staff collects raw water samples from each reservoir and a sample from the finished treated water and sends the collected samples to Eurofins, Inc. in South Bend, Indiana for analysis. The samples are picked up at the Water Treatment Plant in Hudson, Illinois and transported to South Bend, Indiana by a courier with test results being sent to City staff 5 or 6 days after the samples are received.

In order to more quickly process the water samples, staff are recommending that a gas chromatograph machine be purchased so the laboratory staff can analyze the samples within a 24-hour period. This will allow managers the opportunity to make decisions more efficiently so that changes can be made to the treatment process and alert the public in changes in water quality.

In conjunction with in-house sampling and analysis, staff will continue to utilize Eurofins Inc. to ensure quality control measures and as a confirmation of the City's analysis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Resolution to waive the Formal Bidding Requirements and Authorizing the City Manager to Approve an Agreement to Purchase a Gas Chromatograph Machine from Midwest Lab Solutions, Inc. in the Amount of \$163,991.10 will be executed. If approved, a budget transfer will be processed to move \$163,991.10 from Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620) to the

Water Purification-Capital Outlay Equipment Other than Office account (50100130-72140) where the Gas Chromatograph Machine will be paid. Stakeholders can locate the Water Mechanical Maintenance Budget where the funds are being sourced from in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 143.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 3B Resolution](#)

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

RESOLUTION NO. 2025 - ____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING
THE CITY MANAGER TO APPROVE AN AGREEMENT TO PURCHASE A GAS
CHROMATOGRAPH MACHINE FROM MIDWEST LAB SOLUTIONS, INC IN THE
AMOUNT OF \$163,991.10**

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of a gas chromatograph machine ("PURCHASE"), in the amount of \$163,991.10 and

WHEREAS, the detailed invoice/quote is attached as Exhibit A; and

WHEREAS, the City of Bloomington utilizes surface water reservoirs to supply customers with water that meets and exceeds all drinking water standards, and

WHEREAS, surface water reservoirs naturally contain non-toxic algae, which when the algae begin to decay, two non-toxic compounds Methyl-isoborneol (MIB) and geosmin are created that significantly contribute to taste and odor issues with the finished treated water, and

WHEREAS, City staff collect samples of raw surface water from each reservoir and a sample from the finished treated water and delivers samples to a contract laboratory in South Bend, Indiana, and

WHEREAS, a time delay between the collection of samples and the analysis can be as much as seven days, the need exists for City staff to sample and analyze raw and finished treated samples at the laboratory located at the Water Treatment Plant at Lake Bloomington, and

WHEREAS, the sample results are then used in conjunction with other water quality inputs to determine which reservoir is utilized to supply drinking water, and

WHEREAS, the purchase of a gas chromatograph machine is part of a comprehensive strategy to reduce the effects of MIB and geosmin levels that are detectable by humans, and

WHEREAS, completing the testing by City staff will provide real-time analysis, providing managers the opportunity to make decisions in a more timely manner, 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 10th day of February 2025.

APPROVED this ____ day of February 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Agilent Technologies, Inc.
 2850 Centerville Rd
 Wilmington DE 19808
 U.S.A.

Prepared For:

Andrew Martin
 City of Bloomington
 Water Treatment Plant
 25515 Waterside Way
 HUDSON IL 61748-9453

Budgetary Quotation

Quote No: B-06890375	Quote Expiration Date: 04/05/25
Incoterms: Delivered duty paid	Payment Terms: Net 30 Days
Estimated Delivery (weeks):	
Your Agilent Representative: Aaron Wilham 217 871 0042 awilham@midwestlabsolutions.org	
To Place an Order: Phone:1-800-227-9770 option 1 Fax:1-302-633-8953 email:Lscainstrumentsales@agilent.com website:www.agilent.com/store	

Item	Product ID and Description	Qty/UOM	Unit List Price	Discount Amount	Ext Net Price
1	G3540A Agilent 8890 GC System Custom With the following configuration: Ship-to Country - USA MSD interface(201,202,204,207) - MSD interface (201) Aux module301,303,324,309,310 - Helium Conservation Md (303) Qty He Cons Mod (303) - 1 Country of Origin - United States Inlet 1 - 100 psi Split/splitless (112) 112 - 8890 100psi Split/splitless Inlet Accy 201 - MSD Interface 303 - Helium Conservation Module Installation (44K) Introduction (44L) The following Special Discount has been applied: 35.0 %	1 EA	39,231.00	13,730.85	25,500.15
2	G7077CA 5977C Inert Plus MSD Turbo EI Bundle With the following configuration: Ship-to Country - USA Choose GC - MS for 8890 GC (245) 245 - GC/MSD InertPlus EI for 8890 GC Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W) The following Special Discount has been applied: 35.0 %	1 EA	91,101.00	31,885.35	59,215.65
3	G7370B	1 EA	121,962.00	42,686.70	79,275.30

PAL3 Series II RTC 120

With the following configuration:

Ship-to Country - USA
 Mounting Hardware (201-208) - 8890/8860 Side Mount (207)
 SPME (312,313) - with Fiber Conditioning (312)
 PAL3 SPME Arrow(323-325) - PAL3 SPME Arrow for 8890/8860
 207 - 8890/8860 PAL3 Side Mounting Hardware
 312 - SPME with Fiber Conditioning Module
 323 - PAL3 SPME Arrow for 8890/8860
 326 - PAL3 Agitator
 Installation (44K)
 Introduction (44L)

The following Special Discount has been applied: 35.0 %

Total List:	252,294.00 USD
Total Discount:	88,302.90 USD
Total Net (excl. Shipping and Taxes):	163,991.10 USD
Total Shipping & Handling:	USD
Total Net with Shipping and Handling:	163,991.10 USD
Estimated Taxes:	USD
Total Quote:	163,991.10 USD

Product and Warranty:

Each Product receives a global warranty which includes the standard warranty for the country of purchase. Please review the terms of the global warranty and Agilent's "Rights Due to Defects (Warranty)" terms and conditions on our [website](#).

The warranty period for standard instruments is twelve (12) months from the date of acceptance. Consumables are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the product is purchased as a part of a system. Selected Automation consumables are warranted for one hundred and eighty (180) days, selected Vacuum Products are warranted for twenty-four (24) months. Please check with your Agilent Sales Representative for details.

Terms and Conditions:

This Budgetary Quotation is non-binding and does not constitute an offer from Agilent. All information included in this Budgetary Quotation is subject to change without prior notice. This Budgetary Quotation is provided for the sole purpose of giving you a detailed configuration and approximate pricing.

Variations in final pricing include the following:

- Business Terms different from Agilent's Standard (Acceptance, Warranty, Incoterms, Payment)
- Configuration changes
- Pricing changes
- Currency fluctuations if you pay in a currency other than US dollars

Omissions in the attached approximate price include, but are not limited to applicable taxes and discounts, should any apply.

Additional Information:

Agilent Payment Method: ACH Credit card accepted only at the time of order placement. Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.