CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING

JULY 14, 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 alloted 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 - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Mike Straza
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 14, 2025, 6:00 PM

1. **Call to Order**

2. **Pledge of Allegiance to the Flag**

3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**

4. **Roll Call**

5. **Recognition/Appointments**

   A. Proclamation for Park and Recreation Month , as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*

   B. Proclamation Recognizing the City of Bloomington as the First City in Illinois to Become a Partner in Peace with the Center for Prevention of Abuse, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*

6. **Public Comment**

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

7. **Public Hearings**

   A. Public Hearing for the Program Year 2024 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: None; Presentation Only.) (Presentation by Cordaryl Patrick, Community Impact & Enhancement Director, and Joni Gerard, Grant Specialist, 10 minutes; and City Council Discussion, 5 minutes.)*

8. **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 June 9, 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

$13,625,484.83, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

C. Consideration and Action on a Resolution (1) Approving the Purchase of Seven (7) Trucks for the Public Works and Water Departments from Morrow Brothers Ford, Inc., in the Amount of $406,571; and (2) Declaring that the Replaced Units (Unit W09, a 2016 Ford F150; Unit LB20, a 2016 Ford F150; Unit W07, a 2012 Ford F150; Unit WMR2, a 2015 Ford Transit Connect; Unit W03, a 2015 Ford Transit Connect; Unit WMR1, a 2015 Ford Transit Connect; and Unit 850, a 2006 Ford F150) are Surplus and Grant Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department and the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

D. Consideration and Action on a Resolution Approving a Contract with Ray O'Herron, Inc., for Police Uniform Shirts and Pants, in an Amount Not to Exceed $114,000, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

E. Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington, The Town of Normal, The County of McLean, and the Illinois State University Police Department for *eCourt*, an Electronic Court Case Management System, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

F. Consideration and Action for a Resolution Approving a Change Order (Purchase Order #20250720) with Public Safety Direct, Inc., for Additional Vehicle Upfitting, in the Amount of $24,345, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

G. Consideration and Action to Approve the Collective Bargaining Agreement for Police Benevolent and Protective Association (PBPA) representing Police Sergeants and Lieutenants, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement be approved.)*

H. Consideration and Action to Approve the Collective Bargaining Agreement for Local 699 AFSCME - Library Staff, as requested by the Bloomington Public Library. *(Recommended Motion: The proposed Agreement be approved.)*

I. Consideration and action for a Resolution Approving a Unit Price Agreement with Compass Minerals America, Inc., for Bulk Rock Salt (Bid #2025-45), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

J. Consideration and Action to Approve 1) a Motor Fuel Tax ("MFT") Resolution for Improvement Under the Illinois Highway Code to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of $500,000; and 2) a Resolution Approving the Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of $500,000, as requested by the Engineering Department.

(Recommended Motion: The proposed MFT Resolution and City Resolution be approved.)

K. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Walker Consultants, for Ongoing Monthly Inspections and Hazard Mitigation Design at the Market Parking Garage (RFQ #2025-32), in an Amount Not to Exceed $80,200, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

L. Consideration and Action on an Application from MCO QSR, Inc., d/b/a Froth & Fork, located at 712 S. Eldorado Rd., Requesting Approval of a Change in Ownership and a Change in Classification to add Sunday Sales to create a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

M. Consideration and Action on an Application from Dixon Entertainment Group, LLC, d/b/a Six Strings Club, located at 525 N. Center St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

9. Regular Agenda

A. Consideration and Action on 1) a Resolution Approving an Agreement with Stark Excavating, Inc., for the Construction of the North Main Street Streetscape Project, in the Amount of $13,179,900; 2) a Resolution Approving the First Amendment to the FY 2026 Utility Maintenance Project (Bid #2025-46) Agreement with George Gildner, Inc., in the Amount of $550,000; 3) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Professional Services Associated with the Streetscape Project, in an Amount Not to Exceed $195,200; 4) a Resolution Approving an Amendment to a Prior Agreement for Professional Services, in the Amount of $14,500, and a New Agreement for Additional Professional Services, in an Amount Not to Exceed $32,000, Both with Crawford, Murphy & Tilly, Inc., for Lead Service Line Replacement within the Streetscape Project; and (5) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of $10,301,270.75 for the General Fund, $12,300,873.25 for the Capital Improvement Fund, and $264,236.37 for the Sanitary Sewer Fund, as requested by the Engineering Department and the Administration Department. *(Recommended Motion: The proposed Resolutions and Ordinance be approved.) (Presentation by Billy Tyus, Senior Deputy City Manager, and Jim Karch, Engineering Director, 5 minutes; and City Council Discussion, 10 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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

RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Park and Recreation Month , 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 Park and Recreation Month

CITY OF Bloomington ILLINOIS

Mayoral Proclamation
Designation of July as Park and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including City of Bloomington, IL; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS parks and recreation programming and education activities, such as out- of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS City of Bloomington, IL recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Mayor Dan Brady, do hereby proclaim that July is recognized as Park and Recreation Month in the City of Bloomington.

Dan Brady
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation Recognizing the City of Bloomington as the First City in Illinois to Become a Partner in Peace with the Center for Prevention of Abuse, 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: Tara Henry, Legislative Assistant & Records Manager

ATTACHMENTS:
ADM 2B Proclamation

Mayoral Proclamation

RECOGNIZING THE CITY OF BLOOMINGTON AS THE FIRST CITY IN ILLINOIS TO BECOME A PARTNER IN PEACE WITH THE CENTER FOR PREVENTION OF ABUSE

WHEREAS, across the world, more than 27 million people, including thousands here at home, are subjected to the abhorrent abuse of human trafficking. Human trafficking targets the most vulnerable in society and exploits them - denying their human rights, freedom, and dignity; and

WHEREAS, the City of Bloomington set a goal to be certified as a Partner in Peace with the Center for Prevention of Abuse; and

WHEREAS, the City met the certification requirements of training 75% of full-time staff with a human trafficking awareness and prevention program, and has committed to continuing the training program moving forward; and

WHEREAS, the City implemented a formal Anti-Human Trafficking policy; and

WHEREAS, the City established an encouraged reporting protocol for staff and made staff aware of these measures; and

WHEREAS, the City created an Ordinance Amending the Bloomington City Code Updating Chapters 22 and the Schedule of Fees Pertaining to Massage Establishment Licenses Administered by the City Clerk; and

WHEREAS, the City was awarded the designation of being the first city in Illinois to achieve the certification of Partner in Peace with the Center for the Prevention of Abuse; and

I encourage all residents to celebrate this remarkable milestone and to acknowledge the impact this can make on our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 14th day of July, 2025.

Dan Brady
Mayor

Leslie Smith-Yocum
City Clerk

PUBLIC HEARINGS ITEM NO. 7.A.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the Program Year 2024 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: None; Presentation 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 April 30, 2025, the City of Bloomington finished the 50th 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.

The City is required to submit a Consolidated Annual Performance Evaluation Review ("CAPER") report to HUD at the end of each CDBG program year. The CAPER outlines the annual accomplishments in relation to the annual goals outlined in the Annual Action Plan for the program year. Program Year 2024 occurred from May 1, 2024, to April 30, 2025.

During Program Year 2024, the City invested over $700,000 of CDBG funds into the community. Activities included investment in housing rehabilitation, public facility and infrastructure projects, public services, and legal service activities. These activities are designed to meet the needs of low-to-moderate income community members.

In Program Year 2024, thirteen affordable housing units were repaired or rehabilitated with $353,484.26 in CDBG funding. Of those units, 84% were completed in the Regeneration or Preservation Area as defined by the 2015-2035 Comprehensive Plan. On top of housing rehabilitation efforts, one water-sewer service was installed to create a new unit of affordable housing in partnership with Habitat for Humanity of McLean County. Other housing services included funding for street outreach, homeless shelter improvements, services to help keep vulnerable community members housed, and legal services and outreach. Beyond housing,

important investments in sidewalk infrastructure serving 1,335 West Bloomington residents were made with CDBG funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The draft CAPER was made available to the public on July 7, 2025. The public comment period will close on July 22, 2025. Notice of the public hearing and public comment period was published in *The Pantagraph* on June 20, 2025. A copy of the draft CAPER has been available on the City's website, the HUB, the Community Impact and Enhancement Department office, and at the Bloomington Public Library.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:
CI&E 1B CDBG Program Year 2024 Draft CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City conducted a variety of community development activities in Program Year 2024 designed to meet the needs of low and moderate income community members. Activities completed focused on the following areas.

1. Rehabilitation of single-family, owner-occupied housing (13 units)

2. Water-Sewer service for new affordable residential housing unit (1 unit)

3. Public service projects (4)

4. Public facility improvement (1)

5. Public infrastructure improvement (1)

6. Section 3 workforce development project (1)

7. Housing services project (1)

8. Community planning program (1)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administer CDBG effectively and proficiently.	Affordable Housing Public Housing Non-Housing Community Development	CDBG: $	Other	Other	0	0		26	98	376.92%
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: $ / CDBG-CV: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	191	764.00%			
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: $ / CDBG-CV: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	125	176	140.80%			
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: $ / CDBG-CV: $	Homeless Person Overnight Shelter	Persons Assisted	25	105	420.00%			
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: $ / CDBG-CV: $	Businesses assisted	Businesses Assisted	30	60	200.00%			

OMB Control No: 2506-0117 (exp. 09/30/2021)

Elimination of slum and blight conditions.	Affordable Housing Non-Housing Community Development	CDBG: $	Homeowner Housing Added	Household Housing Unit	15	5	33.33%			
Elimination of slum and blight conditions.	Affordable Housing Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings	5	5	100.00%	1	0	0.00%
Preservation of existing affordable housing stock.	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	35	62	177.14%			
Preservation of existing affordable housing stock.	Affordable Housing Public Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	100	67	67.00%	12	13	108.33%
Provide quality services and facilities.	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	10050	335.00%	3800	1335	35.13%
Provide quality services and facilities.	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	232		474	232	48.95%

OMB Control No: 2506-0117 (exp. 09/30/2021)

Provide quality services and facilities.	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Provide quality services and facilities.	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	1008	20.16%	770	1008	130.91%
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	276		0	0	
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	1500	1702	113.47%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Housing Rehabilitation Activities

The City used CDBG funding to support rehabilitation work and accessibility improvements on thirteen (13) residential owner-occupied, single-family housing units during Program Year 2024. Seven (7) of the projects completed were through the City's zero percent (0%) interest, five-year forgivable loan program. Of the thirteen (13) housing rehabilitation projects completed, three (3) activities were for emergency rehabilitation needs and an additional three (3) were activities to support the City's Lead-Based Paint Hazard Reduction and Healthy Homes Program. Additionally, water and sewer service for one (1) new affordable housing unit was completed in the program year. Habitat for Humanity of McLean County will work to construct the new affordable housing unit on the parcel. The housing rehabilitation activities helped alleviate problems related to health, safety, accessibility, and code violations on properties throughout the community. Of the thirteen (13) housing rehabilitation projects completed in the program year, over seventy-five percent (75%) of the households served had annual incomes at or below fifty percent (50%) of the Area Median Income (AMI). Nearly eighty-five percent (85%) of the rehabilitation projects in the program year were in a target area defined in the 2020-2024 Consolidated Plan. In total, $382,290.99 was spent during Program Year 2024 on housing rehabilitation activities.

Public Service Activities

Funding for public services supported critical work in the community addressing homelessness, community revitalization efforts, and support for seniors and disabled community members. Home Sweet Home Ministries (HSHM) received CDBG funds for their street outreach program in collaboration with the Town of Normal. Connecting with unhoused community members is critical to ensuring they gain access to supportive services and safe, affordable housing. HSHM served two hundred and thirty-three (233) of community members with CDBG funds in Program Year 2024. The West Bloomington Revitalization Project (WBRP) received CDBG funds for personnel costs to operate the tool library, bicycle co-op, veggie oasis, and other neighborhood revitalizations efforts in West Bloomington. They served six hundred and fifty-five (655) of community members in the program year. Partners for Community served two hundred and eighty-four (284) community members through their Recycling Furniture for Families program. This program assists community members acquire housewares and home furnishings. KTB Financial Services, Inc. served one hundred and twenty-nine (129) community members and helped them avoid homelessness, improve food security, receive medical care, and prevent fraud against vulnerable community members. KTB Financial Services, Inc. serves disabled and elderly community members. In

total, $81,118.72 was spent during Program Year 2024 on housing rehabilitation activities.

Public Facility and Infrastructure Improvements

The City allocated funds to support three (3) public facility improvement projects. Two of the projects were delayed due to contractor availability and (or) subrecipient organizational changes. One activity completed in Program Year 2024 was the HSHM shelter insulation project in collaboration with the Town of Normal, which served 232 of community members. This activity completed much needed insulation improvements to the shelter to prevent pipe damage and provide better energy efficiency for the building. Public facility improvement projects for the Housing Authority of the City of Bloomington and Lifelong Access are expected to be completed within Program Year 2025. The outcomes associated with both of these projects will be reported on Project Year 2025's CAPER. A sidewalk improvement project from a previous year was completed during Program Year 2024. This served 1,335 of community members within a low-income census tract. Historically, sidewalk improvement projects are completed in the program year after the original allocation due to significant delays in the receipt of HUD funding and poor weather conditions during winter. The delay between allocation and spending has shrunken considerably in the last three program years, but more significant delays in HUD funding may impact the forward momentum on addressing the discrepancy. Work on the Program Year 2024 sidewalk improvement project did begin within the program year and will finish in Program Year 2025.

Administrative, Housing Services, Section Three Training, and Community Planning Activities

The City continued the partnership with Prairie State Legal Services (PSLS) to provide housing services to income qualified Bloomington community members. This partnership underscores the City's commitment to lawful housing practices. In Program Year 2024, PSLS completed intake services and legal representation services, if needed, for community members facing unlawful housing practices. Forty-six (46) outreach events were also held by PSLS during the program year. The City also funded Section Three job training opportunities in partnership with the Housing Authority of the City of Bloomington. This included a job and community resource fair and a career and self-sufficiency training. Those events served eighty-two (82) public housing residents and housing choice voucher recipients. The City's partnership with the McLean County Regional Planning Commission (MCRPC) continued as community partners engaged in fruitful discussions and research through the Housing Staff Committee and Affordable and Supportive Housing Committee. MCRPC also has continued to provide research that will be incredibly important for future planning. Along with these functions, MCRPC provided support to the 2025-2029 Consolidated Plan community outreach efforts and plan preparation. Additional funds were used to support administrative needs to run the various CDBG activities in the program year. In total, $52,288.08 was spent in Program Year 2024 to support community planning, Section Three, and housing service activities. An additional

$24,396.20 was spent in Program Year 2024 for general administration of the CDBG program.

Demolition Activities

Within the Annual Action Plan for this program year was the intention to demolish one (1) vacant and abandoned property. One property that went through the code enforcement process was demolished with grant funds in this program year. However, the demolition costs were covered by the Illinois Housing Development Authority (IHDA) Strong Communities Program (SCP) grant the City holds. Therefore, CDBG funds were not required to be used. Staff continued to hold the appropriated funds for that purpose in the event that another property was demolition eligible with in Program Year 2024. However, no other property was demolition ready within the program year.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	537
Black or African American	317
Asian	3
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	1
Total	**868**
Hispanic	129
Not Hispanic	739

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Data populated into this table has been adjusted to reflect the information found in PR-23 report. The total served should be 901 community members based on the PR-23 report. Of that number 133 community members were of Hispanic ethnicity. In addition to the race categories above, the following categories were represented on the PR-23 report: American Indian/Alaskan Native and White, Black/African American and White, American Indian/Alaskan Native & Black/African-American, and other multi-race.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	800,296	700,533
Other	public - federal	0	

Table 3 - Resources Made Available

Narrative

The City spent 87.53% of the planned expenses within the Program Year 2024 (PY2024) Annual Action Plan (AAP). Of the planned activities, one public infrastructure was not completed within the program year but was started. Accomplishments will be reported in the Program Year 2025 CAPER. Two public facility improvement projects were delayed for contractor availability and (or) organizational changes that will delay those activities to PY2025. Additionally, funding was allocated for one demolition activity, but state grant funding was used for the activity instead of CDBG funds.

For goal one in the PY2024 AAP (Preservation of Existing Affordable Housing Stock), the City expended 96.05% of allocated funds. For goal three (Support the Provision of Public Service Activities), the City expended 97.73% of allocated funds. For goal five in the PY2024 AAP (Administer CDBG Effectively and Proficiently), the City expended 86.65% of allocated funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
LMA Preservation Area	30	15.38	
LMA Regeneration Area - Outside WBRP	10	53.85	
WBRP Service Area	60	15.38	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Eligibility for all CDBG programs is based on income, national objective criteria, other applicable Federal regulations, and other program requirements. The City did not restrict funds based on geography within the City’s corporate boundaries, so estimating percentage of the allocation is difficult. The target area information is based on City single-family residential housing rehabilitation activities. Two (2) housing rehabilitation projects occurred outside of the target areas listed above, which is why the total does not equal one hundred percent (100%). The WBRP service area is within the City's regeneration area.

Estimating the geographic distribution of housing rehabilitation services in the Annual Action Plan was extremely difficult given the City did not have geographic constraints on the housing rehabilitation program outside of the requirement to be within the corporate boundaries of the City.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Bloomington Community Impact and Enhancement Department continues to seek ways to leverage resources to increase or enhance the level of services it provides to low-to-moderate income community members. Primary constraints are related to financial, contractor, and staff resources. Staff will continue to seek partnerships and opportunities that allow for additional service or better services for the community. In Program Year 2024, the City leveraged funding from Illinois Housing Development Authority (IHDA) Home Repair and Accessibility Program (HRAP), American Rescue Plan Act (ARPA) Housing Rehabilitation Program, and the Lead-Based Paint Hazard Reduction and Healthy Homes Program. The IHDA HRAP and ARPA program supports housing rehabilitation on owner-occupied single-family homes.

American Rescue Plan Act (ARPA) funds provided to the City were used for a variety of socio-economic needs including housing rehabilitation and non-profit grants. The ARPA housing rehabilitation program provides grants up to $45,000 for health, life, safety, and code compliance issues in housing units with households at or below 80% of the Area Median Income (AMI).

The City was awarded a 2.3 million dollar Lead-Based Paint Hazard Reduction Program and Healthy Homes grant in 2020. CDBG funds are used as a match for this program. Delays in program implementation have come from continued challenges related to the COVID-19 Pandemic, contractor availability, and limited initial community interest in the program. These challenges continued in part of Program Year 2024, but the program became operational after a two and a half year delay in Program Year 2023. This grant was provided a second extension to serve community members into 2026.

The City also is the Trustee of the John M. Scott Trust, which provides grants to health care and social service organizations to meet the health care needs of residents in McLean County. This trust is administered by an eleven (11) member commission and a staff member from the City's Community Impact and Enhancement Department. During this program year the Trust provided over $700,000 in grants to organizations. This program in addition to CDBG public service spending continue to be important aspects of the community’s social service infrastructure.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	13	14
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**13**	**14**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	1
Number of households supported through Rehab of Existing Units	12	13
Number of households supported through Acquisition of Existing Units	0	0
Total	**13**	**14**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City overperformed the goal listed in the Program Year 2024 Annual Action Plan for the rehabilitation of existing units. The City met the goal listed for the production of new units.

While these goals were met for the program year, macroeconomic challenges related to contractor availability, supply-chain issues, and delays in HUD funding do place challenges on meeting these goals. The City continually reviews methods to mitigate macroeconomic challenges presented. Additional

challenges with unit production on the City's Lead-Based Paint Hazard Reduction Program continue to present uncertainty.

Discuss how these outcomes will impact future annual action plans.

The City considered the factors listed above when drafting the Program Year 2025 Annual Action Plan and the 2025-2029 Consolidated Plan. Goals are continually evaluated to reflect the issues discussed in the previous section. New challenges are likely to occur, and the City actively reviews the risk to program performance that certain challenges present. The City continued to engage in extensive marketing efforts for the Lead-Based Paint Hazard Reduction Program (LBPHRP), which will hopefully lead to projects that require CDBG match. Those type of projects are included in the Program Year 2025 Annual Action Plan.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	5	0
Low-income	5	0
Moderate-income	3	0
Total	**13**	**0**

Table 7 – Number of Households Served

Narrative Information

The City utilizes CDBG funding to support the construction of new affordable housing units in partnership with Habitat for Humanity of McLean County. When vacant and abandoned properties are demolished with CDBG or other funds controlled by the City, buildable parcels are donated to Habitat for the construction of new units. Many times this also includes CDBG funds being used for the installation of water and (or) sewer service. In addition to the partnership with Habitat, affordable housing developers can apply for CDBG public infrastructure funding for new affordable housing developments. This application is a part of the annual competitive process the City uses to select recipients of public service, administration programs, public facility, and public infrastructure funding.

Additionally, the City devotes a significant amount of annual CDBG funding to the preservation of affordable housing through housing rehabilitation projects. The City continues to address worst case needs through the single-family housing rehabilitation program funded by CDBG. The rehabilitation program addresses many structures with serious code violations that present health, life, and safety issues for our community members. Disabled or elderly community members have been served through the City's partnership with AMBUCS, which builds accessibility ramps for these community members in

owner-occupied single-family housing units. CDBG funds pay for the material and AMBUCS volunteers provide the labor to build the ramps.

Of the housing rehabilitation projects completed in this program year, three (3) were at or below 80% AMI, five (5) were at or below 50% AMI, and five (5) were at or below 30% AMI. This included traditional rehabilitation work, accessibility improvements, and match funding for lead-based paint hazard control projects.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During Program Year 2024, CDBG public service funds were provided to Home Sweet Home Ministries (HSHM) for unhoused street outreach activities. The street outreach program is relatively new to the community, but is serving a critical need. Through the program, community members that are unhoused are engaged with HSHM staff offering essential resources such as food, warm clothing, and other necessary items. Folks served by the program are more likely to seek further services and are in a better position to find affordable, accessible, and safe housing.

Additionally, CDBG public service dollars were provided to KTB Financial, Inc. for vulnerable community members for financial and housing services. KTB serves many seniors and community members with different abilities with services that keep community members housed.

Addressing the emergency shelter and transitional housing needs of homeless persons

Home Sweet Home Ministries and the Salvation Army are the local congregate emergency shelters connected with the Central Illinois Continuum of Care – McLean County HUB. The Salvation Army's Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and serves adult men, women, and families with dependent children. However, the number of family units are very limited. CDBG funds were used in Program Year 2024 to complete a shelter insulation project in collaboration with the Town of Normal. This improvement allowed for better energy efficiency, reduced the risk of pipe breaks, and provided a more stable living environment for residents.

Brightpoint's Crisis Nursery provides emergency shelter for children from birth to six years of age but is not able to provide shelter for their parents/caregivers. The Regional Office of Education, Unit 5, and District 87 have funding to support families at-risk of homelessness or currently experiencing homelessness. Additionally, McKinney Vento Homeless Liaisons ensure children experiencing homelessness have transportation to school, supplies, and additional supports as needed.

Project Oz provides 24-hour crisis intervention services to run away, locked out, and precariously housed youth between the ages of 10-23 in McLean and Livingston Counties. Project Oz offers mediation, family reunification, emergency placement, and follow up counseling and case management services. In addition, outreach services are offered to precariously housed youth. Project Oz manages a transitional living program through which they provide 30 beds - nine of which are specifically available to pregnant and parenting individuals. Project Oz is supported in part by the City of Bloomington's John

M. Scott Health Care Trust grant program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Through the 2-1-1 system and the Mid Central Community Action (MCCA) Housing Navigator, community members seeking these services are connected or referred to other social services that will be able to assist them.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The systems and infrastructure in place to help people experiencing homelessness have been described above. In terms of moving people to housing in the shortest amount of time, rapid rehousing programs have been the avenue to success for particular clients experiencing homelessness. Those clients who need the least amount of support are able to get quickly rehoused. Outside of the rapid rehousing program, townships and community action agencies may have funds for first month's rent and deposit. The outreach worker maintains a listing of available housing, including the requirements of each landlord. This list is updated every other week and made available to those seeking rental housing.

The Bloomington Housing Authority (BHA) has a prioritization policy for people experiencing homelessness. For those experiencing homelessness, BHA has more flexibility with entrance requirements such as to prior evictions and poor landlord references. Other affordable housing complexes understanding the great importance of housing people quickly have been receptive to receiving referrals for homeless individuals and families.

Home Sweet Home Ministries and others found success in housing individuals through a master lease program. It secures ongoing housing opportunities for participants that have particularly difficult housing barriers to work through (poor credit, mental health issues, eviction histories, etc.) by the agency holding the lease and subletting it to individuals.

The Coordinated Entry system for the Central Illinois Continuum of Care keeps track of all the individuals on the Prioritization List on at least a monthly basis. Referrals are made to local transitional housing and

permanent supportive housing projects. Recycling Furniture for Families assists with free household items that help make the new housing a home.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

CDBG funds were allocated in Program Year 2024 for the tot lot replacement at Holton Homes, which is a public housing site owned by the Housing Authority of the City of Bloomington (BHA). Due to organizational changes, the activity was not started in the program year. The City has agreed to keep the activity open into Program Year 2025 to allow the housing authority to begin work on the project.

In addition to the public facility project, the City provides funding for Section 3 job training and workforce development needs. Within this program year, the BHA partnered with the Family Community Resource Center to provide a Career and Self-Sufficiency Training Program, which is designed to assist participants with little to no work experience in developing the skills and knowledge necessary to secure employment. The three-day training went from April 8, 2025, till April 10, 2025, at the office of Family Community Resource Center in Bloomington, IL. Additionally, the in partnership with the Family Community Resource Center held a Job and Community Resource Fair on April 17th, 2025, at the Eastview Christian Community Center in Bloomington.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The resident services department facilitates Section 3 funded events related to job training and job fairs. The department also provides support and enrichment opportunities (i.e., Family Self-Sufficiency (FSS), Resident Opportunities for Self-Sufficiency (ROSS), CDBG-funded job training, holiday gift baskets distribution, gardening and other recreation opportunities, etc.). These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. Bloomington Housing Authority has 2 computer labs for the convenience of residents. They are located at Wood Hill Towers and the Robert Bowen Center in Holton Homes. The computer labs offer computer classes, after-school programs, nutrition programs, income tax assistance, assistance with resume development, employment search and much more. The labs also host special events such as Health Fairs, Back to School parties and Family Fun Nights. Youth ages 5 and up are invited to participate in an after-school tutoring program. After tutoring, the students participate in the “Best of All” 4H Club. Every spring, Holton Homes hosts the Junior Master Gardener program where families are encouraged to come out and learn about gardening and how to grow a vegetable garden. To ensure that residents receive the assistance they need, BHA partners with the Regional Office of Education, Career Link, VITA (Volunteer Income Tax Assistance), University of Illinois Cooperative Extension and many others.

The City provides funding for Section 3 activities that support basic financial and employment education. This reflects the City's commitment to supporting the fundamental building blocks of homeownership for public housing residents. Without a stable financial and employment foundation, homeownership is less likely to be a successful endeavor. Our hope is that this fundamental approach that helps stabilize

income and financial matters will enable successful homeownership for public housing residents.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of the City of Bloomington is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continue to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2025-2029 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meeting the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust, managed by the City, provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grant Specialist's job duties. The Staff Administrator serves as a liaison between the John M. Scott Health Care Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2026, which runs parallel to the 2025 CDBG Program Year, the Trust will invest nearly $800,000 into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City follows HUD's regulations to identify and control lead hazards for all housing rehabilitation projects. The City maintains a list of contractors approved to perform housing rehabilitation through the Community Impact and Enhancement Department. Each contractor is required to maintain certification in the Environmental Protection Agency's (EPA) Lead Safety for Renovation, Repair and Painting program (RRP). Only contractors on the approved list and with a current RRP certification are allowed to bid on housing rehabilitation projects. When abatement is required, only subcontractors certified in lead abatement are allowed to perform the abatement.

In 2020, the City was awarded a grant from HUD for lead-based paint hazard reduction and healthy

homes. This grant supports lead-based paint abatement for income qualified households. Preference is given to children with elevated lead blood levels, children under the age of six, and pregnant women. Unfortunately, the program did not become operational until 2023 and has struggled to gather qualified applicants despite robust marketing and outreach efforts. The CDBG program has supported this program when lead abatement expenses are higher than that program allows under normal costs. In Program Year 2024, three (3) activities were in support of the Lead-Based Paint Hazard Reduction Program. CDBG funds are used as match funds for that program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The first strategic goal in the 2020-2024 Consolidated Plan is the preservation of existing affordable housing stock. For many community members owning a home is the only or primary manner to build wealth, so ensuring the low-to-moderate income residents have access to housing rehabilitation funding is critical to building wealth for these families. When homeowners have the opportunity to refinance their mortgage for a lower interest rate or a lower payment, the City's policy is to honor loan subordination requests. Each request is reviewed by City staff to minimize risk, but with the CDBG housing rehabilitation program using a five-year forgivable loan there should be a significant reduction to risk on housing rehabilitation loans. Without subordination, lenders are less likely to approve the loan request. Additionally, the City has a loan forgiveness policy for CDBG housing rehabilitation loans that includes opportunities for loan holders to show enumerated hardships that could lead to the loan being forgiven. This can help residents alleviate a financial burden when they have faced some financial headwinds. The CDBG housing rehabilitation program also assists older residents avoid losing financial gains with homeownership by allowing them to age in place instead of moving to a nursing home or assisted living facility.

The City also funds street outreach activities with public service dollars from the program. Most community members experiencing homelessness are also experiencing extreme poverty, so the funding provided to prevent and end homelessness is critical to helping community members get housing and gain financial stability. Funding to other non-profits with public service dollars also helps low-to-moderate income residents with financial and other needs.

Job training and workforce development is a key to getting community members out of poverty and preventing folks from entering into poverty. The City provides Section 3 job training opportunities to public housing residents and housing choice voucher recipients with CDBG funding. This includes training opportunities and job fairs to help community members gain and retain employment.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City continues to evaluate how to best manage grant programs currently held by the Community Impact and Enhancement Department. Work has continued within the department to update, upgrade, and create policies and procedures to better operate all of the grant programs, including CDBG. These improvements will continue into Program Year 2025 along with the implementation of the 2025-2029

Consolidated Plan. The City will continue to seek partnerships with other community stakeholders to better grant programs and the services provided. Much of this work will occur within a new community revitalization framework currently under discussion and design. Data and past experiences from 2020-2024 Consolidated Plan activities will guide the implementation of new institutional structures to better serve the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City utilized past CDBG funding to support a regional housing study which was completed in 2017. As a result of the study, the McLean County Regional Planning Commission (MCRPC) has implemented a Regional Housing Advisory Committee comprised of a Staff Committee and the Affordable/Supportive Housing Group. The overall mission of the Regional Housing Advisory Committee is to provide a forum for housing stakeholders to interact on a regular basis, identify collaborative opportunities, and proactively address housing issues in the community. City staff currently participate on the Housing Staff Committee and the Affordable/Supportive Housing Group. Other members of the Staff Committee include representatives from MCRPC, the Housing Authority of the City of Bloomington, the Town of Normal, and PATH. The Affordable/Supportive Housing Group is comprised of social service agencies with a vested interest in quality, affordable housing opportunities for low-to-moderate income community members.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

1. Increased costs for residential development from fees, building materials, labor, and other inflationary pressures have substantially tightened the housing market to the detriment of low and moderate income residents. The City is addressing this issue by maintaining an equitable, fair list of development fees. Additionally, the City offers permit waivers for not-for-profit organizations and all Grant Management Division approved contractors working on CDBG projects. The City continues to partner with several non-profit organizations dedicated to providing affordable housing through new construction and rehabilitation. In 2025, the City passed a standardized housing incentive that will hopefully lead to increased development of housing, including affordable housing.

2. Public transportation issues identified by the community include limited bus routes and inconvenient hours of operation. The City continues, and hopes to build on, its partnership with Connect Transit, which is the primary mass transit provider in the community. Staff from both organizations continually investigate opportunities for CDBG funding to improve and expand services for Connect Transit.

3. Deteriorating road and sidewalks have made housing choices more difficult for residents. CDBG funding was used in this program year for sidewalk upgrades and that plan is moving forward in future program years. Sidewalk improvements funded by CDBG amplify sidewalk improvement efforts across the City and help ensure that sidewalks are improved in areas with high percentages of low and

moderate income community members. Many elderly and differently abled community members have benefited from these improvements and they will continue to see mobility improvements due to CDBG sidewalk funding.

4. Accessibility for disabled community members and the need for more permanent supportive housing has been an identified barrier as well. The City partners with AMBUCS to build accessibility ramps through the CDBG housing rehabilitation program. The City used CDBG funds to cover the cost of the material and AMBUCS provides the volunteer labor to construct the ramps.

5. Many residents were concerned about payday lenders and consumer installment loan licenses, but this issue was addressed by a City resolution in 2011 that prohibited particularly dangerous types of payday and consumer loans.

6. Housing costs continue to be impediments to housing choice. McLean County, like other communities, is facing a shortage of housing units. Significant economic growth has made this problem more prevalent in Bloomington-Normal. The City is working with other units of government, non-profits, developers, and other stakeholders to develop strategies and incentives to encourage housing development that provides options that are affordable for all community members.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities include creating and implementing a tracking system to track progress on all projects, periodic reporting requirements, providing funding on reimbursement basis only, monitoring of subrecipients, and gathering annual financial audit information for subrecipients from an outside CPA firm for compliance with generally accepted practices and principals of accounting and compliance with federal statutes and regulations. City staff completed numerous monitorings of subrecipients during Program Year 2024. Moving forward, the City is developing new tools for subrecipients to use when they received a CDBG subaward. This will help these organizations and the City maintain regulatory compliance.

The multitude of partnerships the City has with community stakeholders also allows the City to better plan and coordinate CDBG activities. One area the City has identified as a challenge is recruiting minority and women-owned businesses to Community Impact and Enhancement Department programs. During Program Year 2024, the City made revisions to the contractor application process for grant funded projects. The hope is that this revised process will lead to additional applications, including applications from minority and women-owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The public comment period is from July 7, 2025, through July 22, 2025. A public hearing will be held during the regularly scheduled City Council meeting on July 14, 2025. Notice of the public hearing and public comment period was published in the Pantagraph on June 20, 2025. Notices related to the public comment period and public hearing were also shared on City social media, placed in the PATH-O-GRAM newsletter, and made available email correspondence to key organizations.

<u>Public Comment Contact</u>

William Bessler, Grants Manager

wbessler@cityblm.org

309-434-2343

OR

Joni Gerard, Grant Specialist

jgerard@cityblm.org

309-434-2450

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives stayed consistent throughout the entire Consolidated Plan. These objectives were based on outreach completed during the creation of the 2020-2024 Consolidated Plan. The City will continue to work on mitigating challenges and turning opportunities into successes with the City's CDBG program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the June 9, 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, JUNE 9, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Dan Brady 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
Dan Brady	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Micheal Mosley	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Remote, 6:05 P.M.
John Danenberger	Council Member, Ward 4	Absent
Mike Straza	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
Abby Scott	Council Member, Ward 9	Absent

Council Member Ward made a motion, seconded by Council Member Mosley, to allow Council Member Montney to attend remotely due to work reasons.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Straza, Hendricks, Ward, Lee

Motion carried.

Council Member Montney joined the meeting remotely at 6:05 P.M.

Recognitions/Appointments

Item 5.A. Proclamation for LGBTQ+ Pride Month, as requested by the Administration Department.

Mayor Brady provided the Proclamation to Council Member Hendricks, who read it aloud.

Item 5.B. Recognition of Lifesaving Award Recipients from the Bloomington Fire and Police Departments, as requested by the Police Department and the Fire Department.

Leslie Yocum, City Clerk, recognized the following Bloomington Fire and Police Department staff for saving lives in the past year: (1) Police Officer Ronald Fryman; (2) Police Officer Jacob Sheperd; (3) Firefighter Jon Caponi; (4) Firefighter Cody Cheeseman; (5) Firefighter Trey Conley; (6) Firefighter Vernon Dickey; (7) Firefighter Mark Pitzer; (8) Firefighter Derek Stevens; (9) Firefighter Kyle Tieman; (10) Firefighter Coty Tyner; (11) Fire Engineer Eric Purchis; (12) Fire Engineer Shane Stork; (13) Emergency Services Supervisor Derrick Riordan; (14) Fire Captain Eric Hall; and (15) Fire Captain Jason Kernosky. Fire Chief Cory Matheny commented on the lifesaving events.

DRAFT

Public Comment

Mayor Brady read a public comment statement of procedure. The following emailed public comment: (1) Kim Ryburn; (2) Jerry Klinkner; (3) Mary Kay Robbins; (4) Lynn Grabher Bratdke; (5) Carolyn Wenning; (6) Barbara Brumleve; (7) Matt Burgess; (8) Kathleen Wieland; (9) Michelle Fitzgerald; (10) Kathy Fulton; (11) Deez Troyer; (12) Rob Wall; (13) Vicki Schultz; (14) Rick McLean; (15) Jackie Schmidt; (16) Bekah Berry; (17) Mike McLean; (18) Margaret McLean; (19) Merrick McLean; (20) Dan Kalmes; (21) Amber Bunner; (22) Wendy Klinkner; (23) Amanda Nagle; (24) Misty Lyftogt; (25) Jeannie Turbett; (26) Beth Beauford; (27) Betty Brewer; (28) Amber Koth; (29) Darcie Kiper; (30) Michelle White; (31) Erica Hartman; (32) Gloria Steven; (33) Karen Conrad; (34) Scott Larson; (35) Lora Gibson; (36) Vicki Connell; (37) Beth Wall; (38) Kathy Jenke; (39) Melanie Dockery; (40) Myles McClean; (41) Marie Meskimen; (42) Ranelle Heartless; (43) Jody Hagberg; (44) Rose Stork; (45) Cindy Termuende; (46) Ande McLean; and (47) Krystal Abel. The following spoke in-person: (1) Zachary Gittrich; (2) Traci Myers; (3) Brian Fitzgerald; (4) Erica Hartman; (5) Saranya Palanisamy; (6) Michelle White; (7) Kristina Felkner; (8) Melanie Dockery; (9) Mary Ann Schultz; and (10) Kathy Fulton.

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

Item 7.A. Consideration and Action to Approve the Minutes of the April 28, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7.B. Consideration and Action to Approve the Minutes of the May 12, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7.C. Consideration and Action on Approving Bills and Payroll in the Amount of $12,288,236.78, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.D. Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises for the Purchase of Water Meters, Software, and Maintenance for the Fiscal Year 2026 Water Meter Installation Program, in an Amount Not to Exceed $2,000,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 111

A RESOLUTION APPROVING AN AGREEMENT WITH FERGUSON ENTERPRISES FOR THE PURCHASE OF WATER METERS, SOFTWARE, AND MAINTENANCE FOR THE FISCAL YEAR 2026 WATER METER INSTALLATION PROGRAM, IN AN AMOUNT NOT TO EXCEED $2,000,000

Item 7.E. Consideration and Action on a Resolution Approving (1) the Purchase of Arena Dasher Boards from All American Arena Products, Inc., in the Net Amount of $377,700; and (2) Approving the Surplus Property Trade-In of the Current Dasher Boards for a Credit of $15,000, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 112

A RESOLUTION APPROVING (1) THE PURCHASE OF ARENA DASHER BOARDS FROM ALL AMERICAN ARENA PRODUCTS, INC., IN THE NET AMOUNT OF $377,700; AND (2) APPROVING THE SURPLUS PROPERTY TRADE-IN OF THE CURRENT DASHER BOARDS FOR A CREDIT OF $15,000

Item 7.F. Consideration and Action on a Resolution Authorizing a Change Order for the Contract with Wm. Masters, Inc., for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement, in the Amount of $24,900, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 113

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH WM. MASTERS, INC., FOR THE MILLER PARK ZOO RAINFOREST BUILDING HVAC ROOFTOP UNIT REPLACEMENT, IN THE AMOUNT OF $24,900

Item 7.G. Consideration and Action on a Resolution Approving a Service Agreement with Motorola Solutions, in the Amount of $390,312.10, as requested by the Police Department and the Fire Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 114

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, IN THE AMOUNT OF $390,312.10

Item 7.H. Consideration and Action on a Resolution Approving a Settlement Agreement to Resolve a Claimed Interest in Two Parcels of Property Necessary to Complete the Hamilton Road Extension Project, in the Amount of $60,000, as requested by the Legal Department and the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 115

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT TO RESOLVE A CLAIMED INTEREST IN TWO PARCELS OF PROPERTY NECESSARY TO COMPLETE THE HAMILTON ROAD EXTENSION PROJECT, IN THE AMOUNT OF $60,000

Item 7.I. Consideration and Action on a Resolution Approving a General Liability Settlement Agreement Involving Claimant Bruce Neel, in the Amount of $37,126.80, as requested by the Human Resources Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 116

A RESOLUTION APPROVING A GENERAL LIABILITY SETTLEMENT AGREEMENT INVOLVING CLAIMANT BRUCE NEEL, IN THE AMOUNT OF $37,126.80

Item 7.J. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 14 Sets of Firefighting Turnout Gear, in the Amount of $57,550, as requested by the Fire Department. *(Recommended Motion: The proposed Resolution be approved.)*

DRAFT

RESOLUTION NO. 2025 – 117

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH AIR ONE EQUIPMENT, INC., FOR THE PURCHASE OF 14 SETS OF FIREFIGHTING TURNOUT GEAR, IN THE AMOUNT OF $57,550

Item 7.K. Consideration and Action on an Application from Sarahbest, Inc., d/b/a Bloomington Rosati's Pizza, located at 1704 Eastland Dr. Units 3 & 4, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Straza, Hendricks, Ward, Lee

Motion carried.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on a Resolution Approving a Three-Year Service Agreement with Tyler Technologies, Inc., for a Software as a Service (SaaS) Solution for the Enterprise Public Safety Suite, in the Amount of $1,459,685.03 Over the Life of the Agreement, as requested by the Police Department and the Information Technology Department.

City Manager Jeff Jurgens introduced the Item and asked Darren Wolf, Emergency Communication Center Manager, to discuss the requested technology and how it would be used in the City's Dispatch Center.

Mr. Wolf explained that the City had used the same public safety software platform from Tyler Technologies ("Tyler") since 2005 serving as the backbone of the 911 Center. He shared that the system processed more than 85,000 calls last year supporting emergency and non-emergency services for Police, Fire, Emergency Management Services ("EMS"), and other City departments. He stated that the current system was maintained by the City's Information Technology ("IT") Department with Tyler supporting the software infrastructure. Mr. Wolf explained that the proposed change would move the City from a traditional software maintenance agreement to a Software as a Service ("SaaS") agreement, where Tyler would host the system in a secure cloud environment while the City retained full ownership of the data. He stressed the move positioned the City to adapt and scale technology, while providing long-term sustainability and increased support.

Council Member Lee asked about the potential cost savings. IT Director Craig McBeath explained what exact cost savings were difficult to pinpoint, and shared that the proposed cloud solution would represent approximately a 63% or $63,000 offset in savings.

Council Member Mosley confirmed with Director McBeath that the proposal included migration costs in the first year's expense. They then discussed how decommissioning the on-premise environment would incur minimal overhead.

Council Member Lee inquired about disaster recovery improvements with the new SaaS solution. Director McBeath explained that the contract stipulated a 24-hour recovery point and time objective, which was an improvement over their current system. He noted the cloud solution, managed by Tyler was in partnership with the City, would provide better disaster recovery capabilities at a more economical scale compared to their current on-premise infrastructure.

Mayor Brady asked about the contract duration and renewal process. City Manager Jurgens and Mr. Wolf confirmed the agreement was for three years, and that it would need to be renewed to continue longer. They clarified that the contract was solely for the City of Bloomington, though they were developing an interface with MetCom's CAD system.

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

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Straza, Hendricks, Ward, Lee

Motion carried.

RESOLUTION NO. 2025 – 118

A RESOLUTION APPROVING A THREE-YEAR SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR A SOFTWARE AS A SERVICE (SAAS) SOLUTION FOR THE ENTERPRISE PUBLIC SAFETY SUITE, IN THE AMOUNT OF $1,459,685.03 OVER THE LIFE OF THE AGREEMENT

The following Item was presented:

Item 8.B. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 22 and 37.5 and the Schedule of Fees Pertaining to Massage Establishments and Sexually Oriented Business Licenses Administered by the City Clerk, as requested by the City Clerk Department.

City Manager Jurgens thanked the public for their comments and explained that staff had been working since 2023 on the Code edits and how to use them to address human trafficking issues in the community. He acknowledged that staff had worked a bit with "blinders on" excited about the how to address human trafficking and not as focused as they could have been on involving members in the massage industry. He noted the proposed Ordinance was part of an effort to establish a framework to stop bad actors in massage establishments, and emphasized how the good actors of the massage industry were truly needed to provide important health services to the community. He expressed appreciation for the good actors, and stressed how he believed they could work together with the City to greatly impact human trafficking and get at the bad actors. He then asked Leslie Yocum, City Clerk, to present details on the proposed Ordinance.

She began by praising legitimate massage establishments for doing the right thing and improving residents' health. She explained that the two proposed Code chapter edits had been combined into one Ordinance based on standard practice. She shared that the chapters with proposed edits dated by to 1975 and that the edits aimed to differentiate massage and bodywork establishments from sexually oriented entertainment businesses by adding the definition of “massage and bodywork establishments” into the Sexually Oriented Entertainment Business Article. She further noted that the proposed changes would require all massage and bodywork establishments to apply for licenses, while removing existing requirements for individual massage therapists to be permitted. She ended by discussing how the edits aligned the two license types with modern practices and other City licensing requirements.

Chris Spanos, Corporation Counsel, addressed how the Ordinance stemmed from difficulties in enforcing laws against illegitimate massage and/or bodywork businesses, citing a coordinated law enforcement operation that arrested 46 suspects and was only able to enter 26 of the suspected illicit massage businesses. He referenced a Human Trafficking Institute article

that highlighted gaps in state and local regulatory structures that enabled exploitation. Mr. Spanos stressed that the goal of the Code edits was to create stronger regulations locally including background checks, inspections, clear operating standards, and improved record-keeping in an effort to limit opportunities for trafficking and, further, protect or uplift legitimate businesses in the local community.

Mr. Spanos and City Clerk Yocum shared that staff had worked with and considered Code language from Peoria, Chatham, Springfield, and other municipalities to best align the proposed edits with other municipalities, and learn from their experiences. City Clerk Yocum discussed the existing Massage Establishment license required by the Code, and why enforcement had previously been preempted at the State level. She noted that the proposed Ordinance was moving forward to clean-up the license so it could be most effectively enforced.

Council Member Ward stressed that she believed the Code edits punished legitimate business owners, and shared that while she was not in favor of sex trafficking, she also believed the proposed Ordinance disrespected and slandered massage therapists by increasing their fees, lumping them with illicit activities, and not treating them as professionals. She asked that City staff engage local licensed massage therapists for feedback on fees and other issues raised during the meeting, and then made a motion.

Council Member Ward made a motion, seconded by Council Member Hendricks, to postpone the Item to allow additional feedback from licensed massage therapist professionals.

Council Member Straza acknowledged the complexities of the issue and emphasized that no one wanted to harm legitimate businesses. He highlighted the difficulty of closing down problematic establishments due to legal loopholes and stressed the importance of protecting women. He noted that while the current wording seemed offensive, there was no intent to slander the legitimate profession. He suggested that the wording be addressed carefully, and he supported splitting the two license edits into two ordinances, as well as reducing fees.

Council Member Mosley asked about reducing or eliminating fees while still maintaining the ability to address problematic establishments. City Clerk Yocum confirmed that fees could be set at any amount, including free, and that the current $100 application and $250 annual fee were the lowest for any City license. She suggested that if Council desired to reduce the fee that it be set to zero, making the primary focus the licensing enforcement benefit to the community.

Council Member Kearns asked questions about the investigation charges referenced in the edits. City Clerk Yocum clarified that the language specifically referred to background check fees set by the City's contract with a company that completes the City’s investigations into licensing applicant backgrounds, and would not cover costs associated to staff investigations.

Council Member Hendricks explained his support for seconding the motion to table the Ordinance, emphasizing how he believed that stakeholders should have been more involved. He stressed that massage therapy professionals, too, wanted to address human trafficking issues. He ended by expressing appreciation for staff's efforts and their efforts to try to address the problem. He shared that tabling was an opportunity to pause and reconsider the approach.

Council Member Montney empathized with those who had spoken about their experiences in the massage therapy industry and strongly requested a date certain be added to the motion on the floor to best set when the Item would re-appear for Council consideration. She noted other municipalities that have similar ordinances have had great success removing illegitimate businesses in their communities, and stressed the importance of not delaying.

Council Member Ward amended her motion, and Council Member Hendricks re-seconded it, to postpone the Item to the June 23, 2025, Council Meeting to allow additional feedback from licensed massage therapist professionals and to separate the license edits into two ordinances.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Straza, Hendricks, Ward

NAYES: Montney, Lee

Motion carried.

Mayor Brady asked the Clerk to clarify for the public what the next steps were. City Clerk Yocum stated that this item would be moved to the June 23, 2025 Council meeting. Where staff will separate it into two ordinances, and work with licensed massage therapists in the area to provide feedback.

City Manager's Discussion

City Manager Jurgens had no comments.

Mayor's Discussion

Mayor Brady recapped hosting a reception for Downtown business owners with Council Member Hendricks, which was well-received and involved no tax dollars. He also highlighted a busy weekend in Bloomington with various activities, including an outdoor concert at the Bloomington Center for Performing Arts (BCPA), Brews at the Zoo, and other events providing entertainment to the area.

Council Members' Discussion

Council Member Hendricks reported that Council Member Scott had been able to attend the meeting due to being overseas for one of her children's graduations, and assured the community she would catch up on the meeting's discussions upon her return.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Straza, Hendricks, Ward, Lee

Motion carried (viva voce).

The meeting adjourned at 7:23 P.M.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Amanda Stutsman, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $13,625,484.83, 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 $13,625,484.83 (Payroll total $3,583,499.23, Accounts Payable total $9,734,879.28, Bank Transfers total $113,425.77, and Procurement Card Purchases total $193,680.55).

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
6/27/2025	$ 2,927,319.31	$ 656,179.92	$ 3,583,499.23
Off Cycle Adjustments	$ -	$ -	$ -
		PAYROLL TOTAL	**$ 3,583,499.23**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
7/14/2025	AP General	$ 8,719,996.87
7/14/2025	AP JMScott	$ 4,000.00
7/14/2025	AP Comm Devel	$ 1,531.03
7/14/2025	AP IHDA	$ -
7/14/2025	AP Library	$ 151,743.70
7/14/2025	AP MFT	$ 105,399.41
6/18/2025-7/03/2025	Out of Cycle AP	$ 752,208.27
6/13/2025-7/03/2025	AP Bank Transfers	$ 113,425.77
	AP TOTAL	**$ 9,848,305.05**

PCARDS

	$ 193,680.55
PCARD TOTAL	**$ 193,680.55**

GRAND TOTAL	**$ 13,625,484.83**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution (1) Approving the Purchase of Seven (7) Trucks for the Public Works and Water Departments from Morrow Brothers Ford, Inc., in the Amount of $406,571; and (2) Declaring that the Replaced Units (Unit W09, a 2016 Ford F150; Unit LB20, a 2016 Ford F150; Unit W07, a 2012 Ford F150; Unit WMR2, a 2015 Ford Transit Connect; Unit W03, a 2015 Ford Transit Connect; Unit WMR1, a 2015 Ford Transit Connect; and Unit 850, a 2006 Ford F150) are Surplus and Grant Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department and 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 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: If approved, the City will purchase seven trucks through State of Illinois Joint Purchasing Contract # 21-416CMS-BOSS4-P-29479 (exp.11/05/2026) for the Water and Public Works Departments. The City will utilize the State of Illinois joint purchasing contract under which the State has bid for fleet vehicles and equipment, and followed all appropriate public entity procurement guidelines for formal solicitation.

The Water Transmission and Distribution Division of the Water Department currently has Unit W09, a 2016 Ford F150, which is nine years old and has 149,799 miles of use. The maintenance cost to date is $18,662.90. Repair issues with this unit have included tires, catalytic converters, radiator shutter system, brakes, EVAP system, tune-up, steering, suspension, and engine cooling system. The new unit will cost $55,512. Water Purification currently has Unit LB20, a 2016 Ford F150, which is nine years old and has 120,124 miles of use. The maintenance cost to date is $9,276.26. Repair issues with this unit have included tires, body, brakes, tune-up, lights, and starter. The new unit will cost $55,512. Staff requests that both replaced units be declared surplus and sold at an online public auction. Unit W09's estimated value is approximately $3,750, and Unit LB20's estimated value is approximately $5,600.

The Water Mechanical Maintenance Division of the Water Department currently has Unit W07, a 2012 Ford F150, which is 13 years old and has 74,623 miles of use. The maintenance cost to date is $14,009.64. Repair issues with this unit have included tires, brakes, HVAC system, lights, wheel bearings, EVAP system, water pump, and steering system. The new unit will cost $69,786. Lake Maintenance also currently has Unit WMR2, a 2015 Ford Transit Connect,

which is ten years old and has 82,800 miles of use. The maintenance cost to date is $6,844.62. Repair issues with this unit have included tires, electrical system, lights, brakes, shifter cable, and EVAP system. The new unit will cost $69,786. Staff requests that the replaced units be declared surplus and sold at an online public auction. Unit W07's estimated value is approximately $6,100, and Unit WMR2's estimated value is approximately $7,250.

The Water Meter Services Division of the Water Department currently has Unit W03, a 2015 Ford Transit Connect, which is 10 years old and has 90,453 miles of use. The maintenance cost to date is $11,804.16. Repair issues with this unit have included suspension, electrical system, lights, brakes, tires, steering, and engine cooling system. The new unit will cost $50,309. This Division also currently has Unit WMR1, a 2015 Ford Transit Co nnect, which is 10 years old and has 97,903 miles of use. The maintenance cost to date is $11,916.15. Repair issues with this unit have included suspension, tires, engine cooling system, lights, brakes, wheel hub, and steering. The new unit will cost $50,309. Both Water Meter Services vehicles are budgeted at $59,488 each. Staff requests that the replaced units be declared surplus and sold at an online public auction; Unit W03's estimated value is approximately $6,450, and Unit WMR1's estimated value is approximately $6,075.

The Solid Waste Division of the Public Works Department currently has U nit R03, a 2013 Ford F150, which is 12 years old and has 71,005 miles of use. The maintenance cost to date is $10,081.25. Repair issues with this unit have included lights, tires, engine tune-up, HVAC system, engine cooling system, and brakes. Staff requests that the replaced unit be retained and repurposed within the City's fleet. It will be used to replace Unit 850, a 2006 Ford F150. This unit is used by Prairie Vista Golf Course in its daily operations. The current unit is 19 years old and has 122,244 miles of use. The maintenance cost to date is $17,856.20. Repair issues with this unit have included alternator, transmission and power steering lines, steering, suspension, pinion seal, and engine electrical. Staff requests that the replaced unit be declared surplus and sold at an online public auction; its estimated value is approximately $1,625. Solid Waste has $56,368 budgeted for Unit R03.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 7 Trucks from Morrow Brothers Ford in the total amount of $406,571. The Water and Public Works Department have budgeted $436,114 for the purchase of the units. Water Transmission and Distribution-Capital Outlay Licensed Vehicle account (50100120-72130) has budgeted $56,368; the new unit will cost $55,512. Water Purification-Capital Outlay Licensed Vehicle account (50100130-72130) has budgeted $60,112; the new unit will cost $55,512. Lake Maintenance- Capital Outlay Licensed Vehicle account (50100140-72130) has budgeted $89,690; the new unit will cost $69,786. Water Meter Services-Capital Outlay Licensed Vehicle account (50100150-72130) has budgeted $118,976; the new units will cost $100,618. Water Mechanical Maintenance-Capital Outlay Licensed Vehicle account (50100160-72130) has budgeted $54,600 the new unit will cost $69,786. Solid Waste-Capital Outlay Licensed Vehicle account (54404400-72130) has budgeted $56,368 the new unit will cost $55,357. Stakeholders can locate this in the FY 2026 Budget Book titled “Other Funds & Capital Improvement” on pages 102 , 103, 135, 139, 142, 145, 148, and 167. If approved, a budget transfer to move $15,186 from Water Meter Services-Capital Outlay Licensed Vehicle account (50100150-72130) to the Water Mechanical Maintenance--Capital Outlay Licensed Vehicle account (50100160-72130) to cover the amount over budget.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:
PW 1B Resolution
PW 1C Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION (1) APPROVING THE PURCHASE OF SEVEN (7) TRUCKS OR THE PUBLIC WORKS AND WATER DEPARTMENTS FROM MORROW BROTHERS FORD, INC., IN THE AMOUNT OF $406,571; AND (2) DECLARING THAT THE REPLACED UNITS (UNIT W09, A 2016 FORD F150; UNIT LB20, A 2016 FORD F150; UNIT W07, A 2012 FORD F150; UNIT WMR2, A 2015 FORD TRANSIT CONNECT; UNIT W03, A 2015 FORD TRANSIT CONNECT; UNIT WMR1, A 2015 FORD TRANSIT CONNECT; AND UNIT 850, A 2006 FORD F150) ARE SURPLUS AND GRANT STAFF THE AUTHORITY TO DISPOSE OF SAID UNITS AT AUCTION

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval the purchase of seven (7) Trucks for the Public Works and Water Departments from Morrow Brothers Ford, Inc., in the Amount of $406,571 ("PURCHASE"), as well as that the replaced trucks be declared surplus and staff given the authority to dispose of said units at auction; and

WHEREAS, the detailed invoices are attached to this Resolution (Exhibit A); and

WHEREAS, the Water Department currently has Unit W09, a 2016 Ford F150 that is nine years old and has 149,799 miles of use. The maintenance cost to date is $18,662.90. Repair issues with this unit have included tires, catalytic converters, radiator shutter system, brakes, EVAP system, tune-up, steering, suspension, and engine cooling system. It has an estimated value is approximately $3,750. The new unit will cost $55,512; and

WHEREAS, the Water Department has Unit LB20, a 2016 Ford F150, that is nine years old and has 120,124 miles of use. The maintenance cost to date is $9,276.26, which includes tires, body, brakes, tune-up, lights, and starter. It has an estimated value of approximately $5,600. The new unit will cost $55,512; and

WHEREAS, the Water Department has Unit W07, a 2012 Ford F150, which is 13 years old and has 74,623 miles of use. The maintenance cost to date is $14,009.64, which includes tires, brakes, HVAC system, lights, wheel bearings, EVAP system, water pump, and steering system. It has an estimated value of approximately $6,100. The new unit will cost $69,786; and

WHEREAS, the Water Department has Unit WMR2, a 2015 Ford Transit Connect, which is ten years old and has 82,800 miles of use. The maintenance cost to date is $6,844.62, which includes tires, electrical system, lights, brakes, shifter cable, and EVAP system. It has an estimated value of approximately $7,250. The new unit will cost $69,786; and

WHEREAS, the Water Department has Unit W03, a 2015 Ford Transit Connect, which is 10 years old and has 90,453 miles of use. The maintenance cost to date is $11,804.16, which includes suspension, electrical system, lights, brakes, tires, steering, and engine cooling system. It has an estimated value of approximately $6,450. The new unit will cost $50,309; and

WHEREAS, the Water Department has Unit WMR1, a 2015 Ford Transit Connect, that is 10 years old and has 97,903 miles of use. The maintenance cost to date is $11,916.15. Repair issues with this unit have included suspension, tires, engine cooling system, lights, brakes, wheel hub, and steering. It has an estimated value of approximately $6,075. The new unit will cost $50,309; and

WHEREAS, Unit R03, a 2013 Ford F150, which is 12 years old and has 71,005 miles of use, will be assigned to the Parks and Recreation Department's Prairie Vista Golf Course as a replacement for Unit 850, an older 2006 Ford F150 with 122,244 miles of use. The maintenance cost to date is $17,856.20, which includes alternator, transmission and power steering lines, steering, suspension, pinion seal, and engine electrical. It has an estimated value of approximately $1,625; and

WHEREAS, the current Unit W09, Unit LB20, Unit W07, Unit WMR2, Unit W03, Unit WMR1, and Unit 850 have reached the end of their useful and recommended life cycle either in years or mileage, and the maintenance costs are increasing as the vehicles age; and

WHEREAS, Unit W09, Unit LB20, Unit W07, Unit WMR2, Unit W03, Unit WMR1, and Unit 850 shall be declared surplus property; and

WHEREAS, the PURCHASE consists of five new 2025 Ford F150 trucks and two new 2025 Ford F350 service body trucks, which are necessary to support the City's operational needs for water mechanical maintenance, purification, distribution, meter services, and solid waste collections; and

WHEREAS, the total cost of the PURCHASE, which will be made through State of Illinois Joint Purchasing Contract #21-416CMS-BOSS4-P-29479 (exp.11/05/2026), is $406,571, and all vehicles are included in the Fiscal Year 2026 Budget; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Purchase and authorize the disposal of the decommissioned units.

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 current Unit W09, Unit LB20, Unit W07, Unit WMR2, Unit W03, Unit WMR1, and Unit 850 are hereby declared surplus property. City staff are authorized to dispose of said units at auction.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Purchases, and any other necessary documents.

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

June 9, 2025

Rob Krones R03
Fleet Superintendent
City of Bloomington
P: 309-434-2296
rkrones@cityblm.org

We propose the following for your consideration.

1-NEW 2025 FORD F150 Crew Cab 4x4 5' 6" Bed
To include the following optional equipment:
YZ White Exterior, AS 40/20/40 Vinyl Seating
5.0L V8 Gasoline Engine, 10-Speed Automatic
E-Locking Rear Axle, T7C 265 All-Terrain Tires
53A Trailer Tow Package, 67T T. Brake Controller
Air Conditioning, AM/FM/Stereo, Bluetooth
942 Daytime Running Lights, 18B Running Boards
Power Windows/Locks/Mirrors/Remote Keyless
(3) Keys, Back-Up Camera, Reverse Sensing
96W Spray in Bed Liner, 85H Back-Up Alarm
SPG Splash Guards, RSS Remote Start System
Whelen 54" Liberty II Lightbar w/Traffic Direction
M License/Title, Delivery to Bloomington Fleet

Illinois Government Price $55,357.00

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
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1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

June 9, 2025

Rob Krones
Fleet Superintendent
City of Bloomington
P: 309-434-2296
rkrones@cityblm.org

W03, WMR1

We propose the following for your consideration.

2-NEW 2025 FORD F150 Extended Cab 4x2 6' 6" Bed
To include the following optional equipment:
YZ White Exterior, AS 40/20/40 Vinyl Seating
5.0L V8 Gasoline Engine, 10-Speed Automatic
E-Locking Rear Axle, 53A Trailer Tow Package
67T Trailer Brake Controller, Air Conditioning
AM/FM/Stereo, Bluetooth, Daytime Running Lights
Power Windows/Locks/Mirrors/Remote Keyless
(3) Keys, Back-Up Camera, Reverse Sensing
18B Running Boards, 96W Spray in Bed Liner
85H Back-Up Alarm, SPG Splash Guards
Whelen 54" Liberty II Lightbar w/Traffic Direction
M License/Title, Delivery to Bloomington Fleet

Illinois Government Price $50,309.00 x 2 = $100,618.00

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

June 9, 2025

Rob Krones
Fleet Superintendent
City of Bloomington
P: 309-434-2296
rkrones@cityblm.org

W09, LB20

We propose the following for your consideration.

2-NEW 2025 FORD F150 Extended Cab 4x4 6' 6" Bed
To include the following optional equipment:
YZ White Exterior, AS 40/20/40 Vinyl Seating
5.0L V8 Gasoline Engine, 10-Speed Automatic
E-Locking Rear Axle, T7C LT265 All-Terrain Tires
53A Trailer Tow Package, 67T Trailer Brake Controller
AM/FM/Stereo, Bluetooth, Daytime Running Lights
Power Windows/Locks/Mirrors/Remote Keyless
(3) Keys, Back-Up Camera, Reverse Sensing
18B Running Boards, 96W Spray in Bed Liner
85H Back-Up Alarm, SPG Splash Guards
Whelen 54" Liberty II Lightbar w/Traffic Direction
M License/Title, Delivery to Bloomington Fleet

Illinois Government Price $55,512.00 x 2 = $111,024.00

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

June 10, 2025

Mr. Rob Krones
City of Bloomington
P: 309-434-2296
rkrones@cityblm.org

WMR2, W07

We propose the following for your consideration.

2-NEW 2024 FORD F350 Regular Cab 4x4 SRW
To include the following optional equipment:
YZ White Exterior, 1S 40/20/40 Seating, X4M E-Locking Rear Axle
TDX 18" All-Terrain Tires, 47B Plow Prep Package, Dual Batteries
410 AMP Alternator, Power Windows, Locks, Mirrors, Remote Keyless Entry
Air Conditioning, AM/FM/Stereo, Bluetooth, Cruise/Tilt, 3 Keys w/Remotes
Grip Strut Running Boards, Back-Up Alarm, 96V Chrome Bumper, Fog Lights
Fire Extinguisher, CM 6 Compartment Service Body, LED Compartment Lighting
Spray Line F,W,G,B, LED Cargo Area Lighting, E-Track, 2 Ratchet Straps
Whelen 54" Lightbar, New M License/Title, Delivery to Bloomington
All other standard equipment. IL. Contract 21-416-P-29479

Illinois Government Price $69,786.00* x 2 = $139,572.00

This truck is in stock*. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

To proceed with an order, email this signed quote and a copy of your Illinois Tax Exempt Letter.
11713, 11458

CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Ray O'Herron, Inc., for Police Uniform Shirts and Pants, in an Amount Not to Exceed $114,000, 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: Police uniform pants and shirts need to be able to withstand weather, hard usage, provide a level of comfort and offer the ability for officers to easily perform physical police duties, while maintaining a professional look. With these considerations, the Police Staff did market research, tested and selected the Blauer brand uniform pants and shirts years ago. This brand was selected due to its functionality, durability, and professional appearance. Ray O'Herron is located in Danville, Illinois, and it is the nearest Blauer dealer. This proximity provides the needed responsiveness for this critical wear and the ability for Ray O'Herron to come to the Police Department to fit the officer's uniforms when necessary. Ray O'Herron maintains an inventory that allows for this equipment to be available in a reasonable amount of time, provides a high level of customer service, and offers a discount for police orders that results in savings for the City. Staff is requesting this purchase be approved utilizing a limited source justification based upon the previous market research and years of satisfactory use.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Police Uniform Shirts and Pants from Ray O'Herron, Inc., in an amount not to exceed $114,000. This purchase will be made from the Police-Uniforms account (10015110-62190). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 229.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:
PD 1B Resolution
PD 1C Resolution - Exhibit A
PD 1D Limited Source Justification

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH RAY O'HERRON, INC., FOR POLICE UNIFORM SHIRTS AND PANTS, IN AN AMOUNT NOT TO EXCEED $114,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of police uniform shirts and pants ("PURCHASE"), in an amount not to exceed $114,000; and

WHEREAS, Ray O' Herron's is the nearest Blauer Dealer to the Bloomington Police Department ("BPD") and their price list is attached ("Exhibit A"); and

WHEREAS, years ago, BPD researched and tested the uniform's functionality, durability, and professional appearance, and Blauer was the top choice; and

WHEREAS, the proximity to the dealer provides the needed responsiveness for this critical wear and the ability for a sales member to come to BPD to fit the officers; and

WHEREAS, the purchase will be made utilizing a limited source justification based upon the previous market research and years of satisfactory use; 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 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Ray O'Herron Co. Inc.

FOR
Police Uniform Clothing & Footwear

THIS AGREEMENT, dated this 9th day of July, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Ray O'Herron 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: _____ (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:

Ray O'Herron Co. Inc.
3549 North Vermilion
Danville, IL 61832

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 President

By: Heather Moulton
Its Administrative Assistant

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Blanket purchase order for Police Uniform clothing and footwear needs throughout the FY26 Budget Year.

EXHIBIT B
COSTS/FEES

In an amount not to exceed $114,000. Quantities and pricing may vary dependent upon the needs of the Department personnel. The list below is not all encompassing and other items needed throughout the term may be purchased.

Price Listing of Commonly Purchased Items

ArmorSkin Base Shirts:
8372-DN S/S Armorskin Base Shirt 100% Poly, Navy $60.99
8371-DN L/S Armorskin Base Shirt 100% Poly, Navy $67.99
8372W-DN S/S Armorskin Base Shirt 100% Poly, Navy, Female $60.99
8371W-DN L/S Armorskin Base Shirt 100% Poly, Navy, Female $67.99
8373-DN L/S Armorskin Winter Base Shirt 100% Poly, Navy $88.99

Uniform Trouser:
8666-DN Trouser Navy FlexRS Covert Tac, 100% Poly. Rip Hidden Cargo $98.99
8666W-DN Trouser Navy FlexRS Covert Tac,Poly. Rip Hidden Cargo - Female $98.99
Sweater & Outer Wear:
4660-NB Softshell Fleece Jacket, Navy $166.99
9820-NB TacShell Jacket outer shell only, Navy $332.99

Boots/Shoes:
Under Armour Men's UA Micro G® Valsetz Water Proof Zip Mid Tactical Boots Black $170.00 Under Armor Men's Strikefast Low Athletic Shoe $100.00
Salomon Speed Assault 2 Unisex Forces Shoes Black $159.95 Bates - High Gloss Duty Oxford $79.95

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary).

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Ray O'Herron Co Inc #81	Amount: $114,000.00	Date: 6/25/2025

Description of item/services: Purchase of Police uniform pants and shirts.

Justification: The department researched and selected the Blauer brand uniform pants and shirts several years ago due to its functionality, durability, and professional appearance. Today, Ray O'Herron located in Danville, Illinois, is the nearest Blauer dealer. This proximity provides the needed responsiveness for this critical wear and the ability for O'Herron to physically come to the department to fit the officers' uniforms whenever needed. Ray O'Herron maintains an inventory that allows for this equipment to be available in a reasonable amount of time and has provided a high level of customer service.

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

(Name and Signature of Department Director or Designee) — Date: 6/26/25

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee — Date: 7/8/2025

CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington, The Town of Normal, The County of McLean, and the Illinois State University Police Department for *eCourt*, an Electronic Court Case Management System, 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: The City of Bloomington Police Department is partnering with The County of McLean, The Town of Normal, and Illinois State University Police Department on a new electronic court case management system "*eCourt*". This system will support the electronic submission of traffic citations, "e-citations", improving the efficiency and information sharing between law enforcement agencies, the courts, and the Circuit Clerk's Office. The City, Town and University Police Departments currently utilize Tyler Technologies' "Enforcement Mobile" platform to generate e-citations. An interface is being developed that will allow Tyler Technologies and similar providers to integrate their systems with the *eCourt* system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The County of McLean, The Town of Normal, and the Illinois State University Police Department

FINANCIAL IMPACT: There is not a financial impact to the City. The Circuit Clerk's Office will be responsible for the one- time set up fee along with the annual subscription services.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:
PD 2B Resolution
PD 2C Resolution - Exhibit A - IGA

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, THE COUNTY OF MCLEAN, AND THE ILLINOIS STATE UNIVERSITY POLICE DEPARTMENT FOR *ECOURT*, AN ELECTRONIC COURT CASE MANAGEMENT SYSTEM

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement ("IGA") with the County of McLean, the Town of Normal, and the Illinois State University Police Department (Exhibit A) for *eCourt*, an Electronic Court Case Management System; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised, or which may be exercised by a public agency, may be exercised and enjoyed jointly with any other agency; and

WHEREAS, the County of McLean, through its Circuit Clerk's Office, is developing a new electronic court case management system to be known as "*eCourt*"; and

WHEREAS, the *eCourt* system will support the electronic submission of traffic citations (e-citations), improving efficiency and information sharing between law enforcement agencies, the courts, and the Circuit Clerk's Office; and

WHEREAS, the City, Town, and University Police Departments currently utilize Tyler Technologies' "Enforcement Mobile" platform to generate e-citations and an interface is being developed that will allow Tyler Technologies and similar providers to integrate their systems with the *eCourt* system.

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

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 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
Between the County of McLean, the City of Bloomington, the Town of Normal, and Illinois State University

This Intergovernmental Agreement ("Agreement") is entered into by and among the County of McLean (the "County"), the City of Bloomington (the "City"), the Town of Normal (the "Town"), and the Board of Trustees of Illinois State University, on behalf of the Illinois State University Police Department (the "University"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes public agencies to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised, or which may be exercised by a public agency, may be exercised and enjoyed jointly with any other public agency;

WHEREAS, the City, Town, University, and County are public agencies;

WHEREAS, the County, through its Circuit Clerk's Office, is developing a new electronic court case management system to be known as "eCourt";

WHEREAS, the eCourt system will support the electronic submission of traffic citations ("e-citations"), improving efficiency and information sharing between law enforcement agencies, the courts, and the Circuit Clerk's Office;

WHEREAS, the City, Town, and University Police Departments currently utilize Tyler Technologies' "Enforcement Mobile" platform to generate e-citations;

WHEREAS, an interface is being developed that will allow Tyler Technologies and similar providers to integrate their systems with the eCourt system;

WHEREAS, the County and the Circuit Clerk's Office desire to financially support this initiative by covering (1) Tyler Technologies' one-time setup, configuration, and project management fees, and (2) the annual recurring subscription license fees associated with Tyler Technologies' Enforcement Mobile software for each of the participating Police Departments;

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

---

1. PURPOSE

The purpose of this Agreement is to produce efficiency and information sharing between law enforcement agencies, the courts, and the Circuit Clerk's Office, and to memorialize the

responsibilities of each party concerning the implementation and ongoing support of the e-citation interface between Tyler Technologies' Enforcement Mobile system and the County's eCourt system.

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2. SCOPE OF SERVICES

Tyler Technologies is expected to provide the necessary services to integrate its Enforcement Mobile platform with the County's eCourt system. Services are expected to include but are not limited to:

- Configuration and implementation of the Enforcement Mobile e-citation interface;
- Project management and coordination with and the County;
- Provision of annual subscription licenses for each participating Police Department.

---

3. FINANCIAL RESPONSIBILITIES

a. One-Time Fees

The Circuit Clerk's Office shall be responsible for paying the one-time setup, configuration, and project management fees, a total of $5,500, invoiced by Tyler Technologies associated with establishing the e-citation interface.

b. Recurring Annual Subscription Fees

The Circuit Clerk's Office shall also be responsible for paying the annual subscription license fees required to maintain Tyler Technologies' Enforcement Mobile software for use by the City of Bloomington Police Department, the Town of Normal Police Department, and Illinois State University Police Department, a cost of $1,844 per party coming to a total of $5,532, subject to annual appropriation.

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4. TERM AND TERMINATION

This Agreement shall become effective upon execution by all parties and shall remain in effect for a period of one year. This Agreement may be renewed year-by-year upon approval by the McLean County Board.

The City, Town, and University may independently terminate its participation in this Agreement upon providing at least 90 days' written notice to the County. The withdrawal of one such party shall not affect the validity of this Agreement as it relates to the remaining parties, and this Agreement shall continue in effect among the County and the remaining parties.

In the event the City, Town, or University terminates its participation in this Agreement, it shall reimburse the County for its pro rata share of the annual subscription license fee already paid for

that year. The pro rata reimbursement shall be calculated based on the number of full months remaining in the subscription year following the effective date of termination.

The County may terminate this Agreement in its entirety upon providing at least 90 days' written notice to all parties. In such case, the City, Town, and University shall not be responsible for any subscription fees beyond the date of termination.

In the event that Tyler Technologies discontinues its operations, ceases to provide the Enforcement Mobile service, or if continued use of the service becomes financially infeasible or no longer furthers the purpose of this Agreement, in the County's reasonable discretion, the County may terminate this Agreement upon written notice to the parties.

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5. AMENDMENTS

This Agreement may be amended only by a written agreement executed by all parties.

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6. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set forth below.

County of McLean

By: _____

Name: _____

Title: _____

Date: _____

City of Bloomington

By: _____

Name: _____

Title: _____

Date: _____

Town of Normal

By: _____

Name: _____

Title: _____

Date: _____

The Board of Trustees of Illinois State University

By: _____

Name: Dr. Levester Johnson

Title: Vice President for Student Affairs

Date: 6/24/2025

CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action for a Resolution Approving a Change Order (Purchase Order #20250720) with Public Safety Direct, Inc., for Additional Vehicle Upfitting, in the Amount of $24,345, 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 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The Bloomington Police Department ("BPD") is repurposing a former Public Works truck (S40) into a multi-use Command/Crisis Negotiation vehicle, now designated as P52. On April 25, 2025, a request to begin the upfitting process was approved under Purchase Order #20250720-00, utilizing Ordinance #2024-022 (Expedited Process for Vehicle and Equipment Purchases). The vehicle was delivered to Public Safety Direct, where it is currently undergoing modifications.

During the initial upfitting, staff realized there would be more upfitting needs in anticipation of its diverse uses including serving as a mobile command center at major community events such as Tailgate N' Tallboys, the McLean County Fair, and Fourth of July celebrations, as well as deployments with the Crisis Negotiation Unit and the Special Weapons and Tactics (SWAT) Team. Staff did include additional funds for the vehicle's possible continued upfitting in the Fiscal Year 2026 budget so there would be flexibility for possible changes that were not foreseeable at the onset.

Public Safety Direct, BPD's preferred vendor, has successfully upfitted approximately 28 police vehicles over the past two fiscal years, including the current Crisis Negotiation Unit's vehicle. Given their familiarity with departmental specifications and the ongoing work already performed, BPD recommends that Public Safety Direct continue the upfitting process. Transitioning to a new vendor at this stage would likely result in unnecessary expenses and significant delays in deploying this vital resource.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Change Order (Purchase Order #20250720) with Public Safety Direct Inc., for Additional Vehicle Upfitting on the CNU Vehicle, in an Amount of $24,345. This will be charged to Police-Capital Outlay Licensed Vehicle account (10015110-72130). Stakeholders can locate this in the FY 2026 Proposed Budget Books titled "Budget Overview & General Fund" on page 196, and Other Funds & Capital Improvement" on page 81.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:
PD 3B Resolution
PD 3C Resolution - Exhibit A - Quote

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CHANGE ORDER (PURCHASE ORDER #20250720) WITH PUBLIC SAFETY DIRECT, INC., FOR ADDITONAL VEHICLE UPFITTING, IN THE AMOUNT OF $24,345

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of additional vehicle upfitting through Public Safety Direct, Inc., in the amount of $24,345; and

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

WHEREAS, the Bloomington Police Department ("BPD") is repurposing a former Public Works truck (S40) into a multi-use Command/Crisis Negotiation vehicle, now designated as P52; and

WHEREAS, on April 25, 2025, a request to begin the upfitting process was approved under Purchase Order #20250720-00, utilizing Ordinance #2024-022 (Expedited Process for Vehicle and Equipment Purchases); and

WHEREAS, the vehicle was delivered to Public Safety Direct Inc., BPD's preferred vendor. who has successfully upfitted approximately 28 BPD squad cars over the past two fiscal years; and

WHEREAS, the vehicle will have diverse uses, including serving as a mobile command center at major community events; and

WHEREAS, the vehicle will be deployed with the Crisis Negotiation Unit as well as the Special Weapons and Tactics (SWAT) Team; and

WHEREAS, not all the changes and modifications for the additional vehicle upfitting were foreseeable at the onset until the work was started; and

WHEREAS, the Police Department did include additional funding in the FY 2026 Budget to allow for flexibility if needed; and

WHEREAS, the changes were not reasonably foreseeable at the time the initial upfitting was approved, the change is germane to the work, and City Council finds it in the best interest of the City to approve the Change Order.

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 Change Order, and any other necessary documents.

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418
+17083891896
Sales@PublicSafetyDirect.com
www.PublicSafetyDirect.com

Estimate 7829

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	06/09/2025	$24,345.00

DESCRIPTION	QTY	RATE	AMOUNT
Additional equipment for command box truck	1	0.00	0.00T
Replace front RV AC System with/ Heat Pump - 15,000 Btu - Complete System	1	3,500.00	3,500.00T
Heavy-duty telescopic boom, Mounting system for PTZ camera and/or scene lighting, 25-foot high (Refurb Unit)	1	8,500.00	8,500.00T
Service Technician, fabricate mounting system into rear step (Driver side) to mount the telescopic boom.	1	2,500.00	2,500.00
36000 Lumen LED Flood light mounted to boom. 1500 Watt equivalent 120 Volt	2	350.00	700.00T
Intelligent RV Power Awning 14' Wide - Automatic closing wind sensor with underglow LED lighting	1	3,500.00	3,500.00T
RV Refrigerator 10 Cubic Feet 12V - Full fridge with freezer Dimensions: 23 1/2"W x 26"D x 59"H	1	1,495.00	1,495.00T
Black Steel Underbody Truck Box, 24x24x48 Mounted Drivers side behind truck cab.	1	950.00	950.00T
Driver's side enclosed truck power center. 110V outlets, Ethernet port, and 12V access.	1	950.00	950.00T
Exterior TV mount	1	75.00	75.00T
Exterior Whiteboard mount	1	75.00	75.00T
Outdoor TV, 55 inch Smart TV Waterproof Outdoor TVs, 4K Weatherproof Television for Outside, Support Google Assistant, Chromecast, 1000 nit Brightness	1	1,500.00	1,500.00
Magnetic Dry Erase board for outdoor mounting	1	250.00	250.00T
Interior storage mounting for additional TV and whiteboard	1	350.00	350.00T

SUBTOTAL	24,345.00
TAX	0.00
TOTAL	$24,345.00

THANK YOU.

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processir

Accepted By

Accepted Date

CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Collective Bargaining Agreement for Police Benevolent and Protective Association (PBPA) representing Police Sergeants and Lieutenants, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Agreement 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: On August 22, 2024, PBPA, representing the Police Sergeants and Lieutenants, began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2024. The expired agreement can be located on the City website under Human Resources in a folder titled *Labor Contracts*. After several meetings, the parties agreed to the terms of the new contract, and a Tentative Agreement was reached. Highlights from the Tentative Agreement include:

Wages/Term: The parties agreed to a three-year contract term. Employees will receive an across-the-board increase each year of the contract in the amount of 3.5% effective May 1, 2024; 3.5% effective May 1, 2025; and a 3.5% effective May 1, 2026. Wages will be retroactive to May 1, 2024. Other changes include:

- Addition of a paid holiday premium for the addition of Juneteenth, effective May 1, 2026.
- Addition of a 1% longevity step at 25 years.
- Increase the clothing allowance for plain-clothed officers from $1000 to $1200 annually, effective January 1, 2026.

Leave:

- Increase in the vacation schedule to be consistent with Classified and Unit 21 employees. Employees will be eligible for 120 hours from one year to 4 years, 160 hours from 5 years to 15 years, 168 hours at 16 years, 176 hours at 17 years, 184 hours at 18 years, 192 hours at 19 years, and 200 hours at 20 years and thereafter.
- Expanded the list of eligible family members for use of sick time consistent with the Illinois Sick Leave Act.
- Added language on approval of pre-scheduled leave time.
- Inclusion in the contract of already established Parental Leave in the amount of 80 hours.

General Provisions:

- Modification of the grievance procedure and arbitration section, limiting the location of the arbitrators and the number of arbitrators pulled from the panel.
- Modification of notice requirements for investigations from 30 days to 45 days.
- Updated contract language to reflect the City Handbook.
- Change to new Dental and Vision insurance plans.
- Elimination of the Health Insurance Committee section.
- Modification of the Promotional points.
- Elimination of language on Parking.
- Included the current practice of banking and selling compensatory time.
- Addition of LifeLock benefit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the across-the-board increases is estimated to be $104,160 in FY 2025, $211,966 in FY 2026, $323,545 in FY 2027. The FY 2026 Budget included an estimated increase which should materially cover the needs. Future increases will be budgeted accordingly. Stakeholders can locate the Police Budget in the FY 2026 Proposed Budget Book beginning on page 194.

Respectfully submitted for consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Collective Bargaining Agreement for Local 699 AFSCME - Library Staff, as requested by the Bloomington Public Library.

RECOMMENDED MOTION: The proposed Agreement 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: On April 7, 2025, AFSCME Local 699, representing the Library Staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2025. The expired agreement can be located on the City website under Human Resources in a folder titled *Labor Contracts*. After several meetings, the parties agreed to the terms of the new contract and a Tentative Agreement was reached. Highlights from the Tentative Agreement include:

Wages/Term: The parties agreed to a three-year contract term. Employees will receive an across-the-board increase each year of the contract in the amount of 3% effective May 1, 2025, 3% effective May 1, 2026, and 3% effective May 1, 2027. Wages will be retroactive to May 1, 2025. Additionally, employees with more than 10 years of service will receive a one-time longevity bonus for each year of the contract.

Leave:

- Addition of a paid floating holiday for Juneteenth (library will be open).
- Increase in the vacation schedule. Employees will be eligible for 24 hours of vacation at 90 days, 24 hours of vacation at 6 months, 40 hours of vacation at 1 year, 112 hours from 2 years to 4 years, 152 hours from 5 years to 10 years, 176 hours from 11 years to 19 years, 200 hours at 20 years and thereafter.
- Expansion of the list of eligible family members for use of sick time consistent with the Illinois Sick Leave Act.
- Expansion of personal leave to cover part-time employees with less than two years of service.
- Inclusion of a waiver on the Paid Leave for All Worker Act.
- Removal of rapid sick (re)accrual for sick leave used in conjunction with parental leave.
- Expansion of the language on bereavement leave to be consistent with the Family Bereavement Act and added 1 additional bereavement day for the loss of employee's spouse, domestic partner, child, sibling or parent.
- Addition of more defined language for Family Emergency Leave.

Other Provisions:

- Addition of tuition reimbursement program eligibility to part-time employees with more than 4 years of service.
- Update of the CDL driver pay to be $0.65 per hour worked rather than $2.00 per hour while driving.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The L699 bargaining unit members ratified the contract on July 9, 2025 and the Library Board will approve the contract on July 15, 2025.

FINANCIAL IMPACT: The AFSCME Local 699 Library Contract represents 69 staff members. The financial impact of the across-the-board increases is estimated to be an increase of $67,553 in FY 2026, $137,497 in FY 2027, $209,540 in FY 2028 (all compared to FY 25 rates). The financial impact of the annual longevity bonuses is estimated to be $7,900 in FY 2026, $9,100 in FY 2027, $11,000 in FY 2028. The financial impact of the CDL pay change is estimated to be an increase of $5,089 annually.

The FY 2026 Budget included an estimated increase which should materially cover the needs. Future increases will be budgeted accordingly. Stakeholders can locate information on the Library's budget in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 29.

Respectfully submitted for consideration.

Prepared by: Jeanne Hamilton, Library Director

CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action for a Resolution Approving a Unit Price Agreement with Compass Minerals America, Inc., for Bulk Rock Salt (Bid #2025-45), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending a Resolution to approve an agreement with Compass Minerals America, Inc., for rock salt (Bid #2025-45), in the amount of $96.89 per ton.

Public Works prepared the rock salt bid package and advertised the project for competitive bids. Bids were received until 10:00 AM on Tuesday, April 29, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Staff received two (2) bids and opened them at 10:00 AM on Tuesday, April 29, 2025, via a virtual bid opening. None of the bidders were local firms. The results are as follows:

Compass Minerals America, Inc. - $96.86 per ton
Morton Salt, Inc. - $98.18 per ton

If approved, the City will be obligated to purchase 80% (5,200 tons) of the agreed amount of salt and may purchase up to 120% (7,800 tons) of the agreed amount of salt. The budgeted funding amount for rock salt will allow the Public Works Department to purchase 80% (5,200 tons) at a cost of $503,672. Snowfall and winter weather conditions are unpredictable, and Public Works may need to order additional rock salt during the fiscal year, which could result in up to 120% (7,800 tons) at a cost of $755,508. The bid proposal and agreement are based on a unit price (per ton) and not by a dollar amount. If more rock salt is needed, Public Works will work with the Finance Department to allocate additional funds, and a change order will be completed with Procurement based upon the authority granted by Council via the proposed resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of this bid was published in The Pantagraph and *OpenGov* on April 3, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Compass Minerals America, Inc., for Bulk Rock Salt and have the authority to purchase in Fiscal Year 2026. The initial amount of $503,672 will be spent for 80% or 5,200 tons of rock salt at

$96.86/ton. Funds totaling $400,000 for this purchase are included in the Snow & Ice Removal-Rock Salt account (10016124-71085). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 304. If approved, a budget transfer to move $103,672 from the Street Maintenance-Asphalt account (10016120-71082) to the Snow & Ice Removal-Rock Salt account (10016124-71085), where the full amount of $503,672 will be expensed.

Respectfully submitted for consideration.

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

ATTACHMENTS:
PW 2B Resolution
PW 2C Resolution - Exhibit A - Agreement
PW 2D Bid #2025-45 Tab - Bulk Rock Salt

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH COMPASS MINERALS AMERICA, INC., FOR BULK ROCK SALT (BID #2025-45), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEAR 2026

WHEREAS, on or about April 3, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for bulk rock salt used by the City for roadway ice control; and

WHEREAS, after the bid review process, the lowest responsible and responsive bidder for bulk rock salt was Compass Minerals America, Inc., who proposed for 6,500 delivered tons of bulk rock salt at a unit price of $96.86; and

WHEREAS, the City guarantees to purchase a minimum of 80% or 5,200 delivered tons of bulk rock salt and may purchase up to 120% or 7,800 delivered tons of bulk rock salt within the term of October 1, 2025, through April 30, 2026, at the agreed upon unit price of $96.86; and

WHEREAS, all purchases under this Agreement (Exhibit A) will be paid out of the line item for Public Works Snow & Ice Road Maintenance Salt approved by Council in the Annual City Budget; and

WHEREAS, the Public Works Department estimates it will spend approximately $503,672 (80% or 5,200 tons) for the purchase of bulk rock salt in Fiscal Year 2026, but may need to order additional bulk rock salt during the fiscal year as snowfall and winter weather conditions are unpredictable; and

WHEREAS, Staff recommends the Council approve the Agreement and authorize purchases up to $755,508 (120% or 7,800 tons); and

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

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

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

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

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Compass Minerals America, Inc.

FOR

Bulk Rock Salt

THIS AGREEMENT, dated this 14th day of July, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Compass Minerals America, 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 #2025-45 Bulk Rock Salt (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:

Compass Minerals
America, Inc.
9900 W. 109th St
Overland Park, KS 66210

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 Senior Manager Highway Sales

By: _____
Its Customer Experience Supervisor

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

Bulk Rock Salt per Delivered Ton Per Specifications (6,500 ton) 80% to 120%. Delivery site address: 401 S. East St., Bloomington IL between the hours of 7:30 a.m. - 2:30 p.m. CST.

Term: October 1, 2025 - April 30, 2026

Contract is inclusive of all the specifications.

EXHIBIT B
COSTS/FEES

BID #2025-45 BULK ROCK SALT FOR ROADWAYS
Base Bid First term is October 1, 2025 through April 30, 2026.

Bulk Rock Salt Per Delivered Ton Per Specifications (6,500 ton) 80% to 120% Delivery Site Address: 401 S East St., Bloomington, IL between the hours of 7:30 am and 2:30 p.m. CST Per Delivered Ton - $96.86

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

EVALUATION TABULATION

ITB No. Bid #2025-45

Bulk Rock Salt for Roadways

RESPONSE DEADLINE: April 29, 2025 at 10:00 am
Report Generated: Monday, June 9, 2025

BID #2025-45 BULK ROCK SALT FOR ROADWAYS

Base Bid First term is October 1, 2025 through April 30, 2026.

Bid #2025-45 Bulk Rock Salt for Roadways					Compass Minerals America Inc.		Morton Salt, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Bulk Rock Salt Per Delivered Ton Per Specifications (6,500 ton) 80% to 120% Delivery Site Address: 401 S East St., Bloomington, IL between the hours of 7:30 am and 2:30 p.m. CT	1	Per Delivered Ton	$96.86	$96.86	$98.18	$98.18
Total						$96.86		$98.18

BID #2025-45 BULK ROCK SALT FOR ROADWAYS

Add Alternate #1 Second term is October 1, 2026 - April 30, 2027 All bids will be considered even if you do not submit an Add Alternate #1 bid.

Bid #2025-45 Bulk Rock Salt for Roadways					Compass Minerals America Inc.		Morton Salt, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Bulk Rock Salt Per Delivered Ton Per Specifications (6,500 ton) 80% to 120% Delivery Site Address: 401 S East St., Bloomington, IL between the hours of 7:30 am and 2:30 p.m.	1	Per Delivered Ton	$103.64	$103.64	$103.09	$103.09

Bid #2025-45 Bulk Rock Salt for Roadways					Compass Minerals America Inc.		Morton Salt, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Total						$103.64		$103.09

CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve 1) a Motor Fuel Tax ("MFT") Resolution for Improvement Under the Illinois Highway Code to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of $500,000; and 2) a Resolution Approving the Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, for the Period of May 1, 2025, to April 30, 2026, in the Amount of $500,000, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed MFT Resolution and City Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: For about the past ten years, the City has determined that street lighting charges are partially paid for by the State Motor Fuel Tax ("MFT") fund through the Illinois Department of Transportation ("IDOT") and partially by the City's general fund. The annual amounts vary and are set and approved during the budget process. If approved, the City will submit the applicable documents to the IDOT to use MFT dollars allocated to the City to pay for street lighting costs. The remaining $625,000 budgeted in Fiscal Year 2026 will come from the Engineering Administration - Electricity account in the General Fund. All of these charges are paid to Ameren, Corn Belt Energy, and Direct Energy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will Allocate State MFT Funds for Street Lighting Electrical Energy and Rental Charges Through the Fiscal Year 2026 MFT General Maintenance Program, in the amount of $500,000. This will be paid from the State Motor Fuel Tax Fund-Electricity account (20300300-71320). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 158, 163, and 167.

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

ENG 1B MFT Resolution
ENG 1C City Resolution
ENG 1D City Resolution - Exhibit A - MFT Estimate

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
5	McLean	2025-	Original	25-00000-00-GM

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 there is hereby appropriated the sum of Five Hundred Thousand and 00/100 Dollars ($500,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/25 (Beginning Date) to 04/30/26 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Bloomington (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 Smith-Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Bloomington (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Bloomington (Name of Local Public Agency) at a meeting held on 07/14/25 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) 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 THE LOCAL PUBLIC AGENCY GENERAL MAINTENANCE ESTIMATE OF MAINTENANCE COSTS TO ALLOCATE STATE MFT FUNDS FOR STREET LIGHTING ELECTRICAL ENERGY AND RENTAL CHARGES THROUGH THE FISCAL YEAR 2026 MFT GENERAL MAINTENANCE PROGRAM, FOR THE PERIOD OF MAY 1, 2025, TO APRIL 30, 2026, IN THE AMOUNT OF $500,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending approving the Local Public Agency General Maintenance Estimate of Maintenance Costs (Exhibit A) to allocate State Motor Fuel Tax ("MFT") Funds for street lighting electrical energy and rental charges through the Fiscal Year 2026 MFT General Maintenance Program, for the period of May 1, 2025, to April 30, 2026, in the amount of $500,000; and

WHEREAS, the City will submit the applicable documents to the Illinois Department of Transportation ("IDOT") to use MFT dollars allocated to the City to pay for a portion of street lighting costs; and

WHEREAS, the City has also budgeted funds in the Engineering Administration - Electricity account to pay for a portion of street lighting costs; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Local Public Agency General Maintenance Estimate of Maintenance Costs.

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 Local Public Agency General Maintenance Estimate of Maintenance Costs, and any other necessary documents.

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

District: 5

Estimate of Cost For: Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Bloomington	McLean	25-00000-00-GM	05/01/25	04/30/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Street Lighting System - Electrical Energy Rental Charges, Taxes	I	No						$500,000.00
							Total Operation Cost	$500,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	$500,000.00		$625,000.00	$1,125,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	$500,000.00		$625,000.00	$1,125,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	$500,000.00		$625,000.00	$1,125,000.00

Remarks

Amount in "Other Funds" is the amount budgeted from the City General Fund.

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Maintenance Period Ending
City of Bloomington	McLean	25-00000-00-GM	05/01/25	04/30/26

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		☐

WMFT Entry By	Entry Date

CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Walker Consultants, for Ongoing Monthly Inspections and Hazard Mitigation Design at the Market Parking Garage (RFQ #2025-32), in an Amount Not to Exceed $80,200, as requested by the Public Works 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 6. Prosperous Downtown Bloomington

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 6a. More beautiful, clean Downtown area

BACKGROUND: The Market Parking Garage, built in 1974, is nearing the end of its useful life. This 51-year-old facility has 550 parking spaces and is primarily used by downtown business owners, employees, and customers. Before the COVID-19 pandemic, 75% of the available monthly parking spaces were rented. Repairs completed in 2013 extended the garage's useful life by nearly 8 years. Since 2013, a few minor maintenance projects have been completed, but no additional structural repairs have been done. A structural evaluation of the garage completed in 2020 showed considerable structural repairs were needed to keep the facility safe and operational. These repairs were bid in 2020 and work was completed in 2021. Due to ongoing deterioration and budget constraints, all necessary structural repairs could not be completed and temporary shoring was installed to keep the garage operational. Since 2021, ongoing structural evaluations of the garage have been performed about every three to six months, and additional shoring has been installed following each inspection.

On June 13, 2025, Walker Consultants inspected the garage for structural issues, falling concrete, and other potential problems. During the inspection, multiple issues were discovered and are documented in the attached Field Report (FR 2025-06-13 DEM). Swift mitigation of the hazards included in the Field Report are necessary to keep the garage safe and operational. The first step in this process is the execution of the attached proposal with Walker Consultants for the design and preparation of plans & specifications for necessary shoring, falling concrete protection, and other immediate hazard mitigation. In addition, the attached proposal includes monthly inspections and estimated hazard mitigation design through March 2026. The intent is to keep the garage safe for use until it is turned over to Connect Transit in early 2026.

Through Request for Qualifications ("RFQ") #2025-32 (Resolution No. 2025-082), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2025-32 established 13 categories of professional services and identified qualified vendors to provide services in each category. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the eight selected firms under the Structural & Geotechnical (Large) category, which is the key service for the project as described above, and determined Walker Consultants to be the most qualified firm to do the work that best meets the City's needs. Based on Walker's selection under RFQ #2025-32 and their experience with City facilities, they were asked to submit a proposal for the indicated services at the Market Garage. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Walker Consultants

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Walker Consultants for Ongoing Monthly Inspections and Hazard Mitigation Design at the Market Parking Garage, in an amount not to exceed $80,200. Funding for this project is included in the FY 2026 Budget under the Capital Improvement-Buildings account (40100100-72520). Facilities include $100,000 annually in the budget for "Unforeseen Major Facility Repairs." Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 243, 256, and 257.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
PW 3B Resolution
PW 3C Resolution - Exhibit A - Proposal
PW 3D FR 2025-06-13 DEM

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM WALKER CONSULTANTS, FOR ONGOING MONTHLY INSPECTIONS AND HAZARD MITIGATION DESIGN AT THE MARKET PARKING GARAGE (RFQ #2025-32), IN AN AMOUNT NOT TO EXCEED $80,200

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of the proposal from Walker Consultants attached hereto and labeled Exhibit A (Proposal), for ongoing monthly inspections and hazard mitigation design at the Market Parking Garage (PROJECT), in an amount not to exceed $80,200; and

WHEREAS, the PROJECT consists of work necessary to evaluate, design, and recommend improvements to the Market Garage; and

WHEREAS, Market Parking Garage, built in 1974, is nearing the end of its useful life and continues to deteriorate; and

WHEREAS, the garage needs to be kept safe and operational for downtown parking needs until it is closed or turned over to Connect Transit; and

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

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 Proposal, and any other necessary documents.

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169
847.697.2640

July 2, 2025

Mr. Russel Waller
Director of Facility Management
City of Bloomington
115 E. Washington
Bloomington, IL 61701

Re: *Proposal for Engineering Services for the*
City of Bloomington – Market Street Parking Structure
Bloomington, Illinois

Dear Mr. Waller:

Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (Walker) is pleased to submit for your review this proposal for Engineering Services to design of temporary ceiling protection an provide monthly visual reviews for potentially hazardous structural conditions at the City of Bloomington Market Street Parking Structure in Bloomington, Illinois.

Project Understanding

The City of Bloomington owns and operates Market Street Parking Structure. The parking structure received limited repairs in 2021 – 2023 to address potentially hazardous conditions, but the structure is nearing the end of its anticipated life and remains in fair to poor condition. There is overhead concrete deterioration present at locations throughout the structure and cracking in structural elements. The structure is scheduled for demolition, but that schedule has been delayed until potentially January to March of 2026. To maintain usage of the structure until that time, the City has a maintenance program consisting of visual reviews by Walker every 4 months, installing temporary shoring as needed at locations judged by Walker to be potentially hazardous, and removal loose overhead concrete using either City crews or outside vendors. However, the deterioration appears to be accelerating, and additional potentially loose overhead deterioration continues to develop. Walker has observed cracks in structural members that are being monitored and may be judged to require shoring in the near future. Additionally, Walker has observed potentially loose overhead concrete during each of its previous visual reviews. There is a concern that overhead concrete deterioration has the potential to drop concrete fragments on garage patrons and vehicles quicker than the City's ability to survey and remove it. Therefore, after Walker's last visual walk-through, conducted on June 13, 2025, we recommended:

1) Install overhead ceiling protection to reduce the risk of deteriorated concrete fragments falling on garage patrons.
2) Increase visual reviews for potentially hazardous structural conditions to monthly.
3) Establish an Engineering Allowance for design of temporary shoring or other temporary repairs.

Scope of Services

Our Scope of Services will include the following:

Task 1 – Abbreviated Repair Drawings

1. Meet with City representatives to review project goals, number of parking spaces or areas that can be removed from service, and criteria for where the City would like temporary ceiling protection to be installed versus closure or other risk mitigations measures.
2. Perform a pre-design visual review of readily accessible areas of the parking structure to document noticeable overhead distress such as cracks, concrete delaminations and spalls to Identify areas with existing deterioration for which temporary ceiling protection is recommended and identify areas of the structure that can be potentially closed instead of installing temporary ceiling protection while maintaining normal traffic flow. We have estimated that the predesign survey will require a 2-man crew for two days to complete.
3. Perform representative non-destructive sounding of structural elements to identify the representative extent of overhead delaminations and possible corrosion of the embedded steel reinforcement. We will perform sounding of the following elements:
    a. Ceilings along the underside of the tee-to-tee joints, beams, and walls at areas with visible distress.
    b. Additionally, random sounding will be performed in select control locations not exhibiting distress within the above elements.
4. Design appropriate temporary ceiling protection. It is understood that and accepted by the City that:
    a. The temporary ceiling protection is non-structural to catch failing debris and will only minimize the risk of failing concrete fragments impacting a garage patron. Ongoing structural reviews are required to be performed in conjunction with the temporary ceiling protection to observe for deterioration that may require temporary shoring or other immediate repairs to continue safe operation of the structure.
    b. To fully minimize risk of any falling concrete debris, temporary ceiling protection should be installed along the underside of all double tees and beams. However, to control costs, temporary ceiling protection will be initially located at areas currently exhibit concrete deterioration. Additional temporary ceiling protection may need to be installed at a later date if additional deterioration develops.
    c. The temporary ceiling protection should be designed to allow continued visual review of the tee stems and beam bearings and not interfere with the lighting system.
    d. The temporary ceiling protection is intended to be used in conjunction with monthly visual reviews to identify potentially hazardous structural conditions. Temporary ceiling protection is not recommended without monthly visual reviews. A separate proposal has been provided for monthly visual reviews.
    e. Temporary ceiling protection design is anticipated to include: 1) Plywood protection along the underside of the tee-to-tee joints supported on wood ledgers attached to the side of the tees, 2)

netting wrapped around the inverted tee beams secured by wood cleats, and 3) netting around perimeter ledge beams secured by wood cleats.

5. Prepare abbreviated repair documents limited to implement the recommended temporary ceiling protection identified in the "Project Understanding" section above. The abbreviated repair drawings will contain a General Notes sheet that will list the required material specifications, Plan view sheets outlining the locations and extent of the anticipated protection and potential areas of closure, and details for temporary ceiling protection. We have assumed that the City will:
    a. Provide any required bid form, contracts, general requirements, and front-end specifications.
    b. Will design and install barricades at any areas to be closed.
6. Submit a 95% completion set of Progress Documents in PDF format to City for review and comments.
7. Incorporate City comments into one consolidated document.
8. Issue the abbreviated repair documents, including the plans and specifications in PDF format, for download and printing by the City.

Task 2 - Bidding

1. Provide construction documents in PDF format for distribution to the contractors.
2. Assist and be present at one on-site pre-bid conference to answer questions by the contractors and review the limitations and extent of work required by the construction documents.
3. Assist in the evaluation of the bids.
4. Attend one virtual meeting to discuss with you our bid review and recommendations.

Task 3 – Limited Engineering Services During Construction

The following engineering services will be provided on an hourly rate basis during the construction phase.

1. Attend a preconstruction conference virtual call to review with the contractor each work item, scheduling, and phasing of the work to be performed.
2. Perform limited on-site construction observation visits (site visits) to review construction for general conformance with the design intent of the specifications and drawings. We will produce a field report to the City after each site visit is performed documenting the work observed and any clarifications to the limited repair documents. We anticipate that the Work will be performed in a four week construction period and have budgeted up to two (2) site visits to observe the repairs. Site visits will be performed at the following times:
    a. Upon Contractor's completion of one (1) mock-up of each repair detail.
    b. Upon Contractor's completion of Work.
    c. If additional site visits are required/requested by City and approved, we will be glad to perform them as additional services on a time and expense/unit cost basis.
3. Participate in progress meetings virtually. We have assumed that the in-person progress meetings will be conducted at a time when a site visit is being performed. We have budgeted up to two (2) meetings.

Task 4 – Monthly Visual Review

1. Conduct up to nine (9) approximate monthly visual review of the concrete structural elements within readily accessible areas in the parking structure to identify potentially hazardous structural conditions or structural items for which immediate action is recommended.
    a. Note, if temporary overhead protection is not installed, it is recommended that prior to our visual review that the City or a Contractor engaged by the City survey and remove all deteriorated and loose overhead concrete to aid in our visual observations of existing distress.
2. Notify you immediately of any conditions observed that require immediate action or further investigation.
3. Prepare a letter containing our findings and conceptual immediate repair recommendations, if any, for immediate repairs or action. Where possible, we will include an opinion of probable cost to implement recommended immediate repairs for budgeting purposes.

Task 5 – Engineering Design Allowance

1. Upon written request, on a time and expense basis, Walker will prepare limited sketches for temporary shoring or temporary repairs to address conditions observed during our monthly reviews. Prior to initiating the task, a scope and design cost estimate will be provided to the City for review and approval. It is assumed that the City implemented the recommended actions or bid to qualified Contractors.

Limitations

As stated in the above Scope of Services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

Walker Consultants is prepared to start work on the project within two weeks of receiving written authorization to proceed. We anticipate our limited repair drawings can be provided within three weeks of completion of our predesign survey.

Professional Fee

We propose to provide the above Tasks 1 Scope of Services for a lump sum fee plus reimbursable expenses, as shown in the table below. The contract terms shall be in accordance with the attached General Conditions of Agreement or a previously negotiated City of Bloomington – Walker Contract.

Market Street Parking Structure

Phase	Engineering Fee	Estimated Expenses
Task 1 – Abbreviated Repair Drawings (Lump Sum)	$ 13,900.00	$ 800.00
Task 2 - Bidding (Lump Sum)	$ 2,800.00	$ 200.00
Task 3 – Limited Engineering Services During Construction (Lump Sum)	$ 5,500.00	$ 400.00
Task 4 – Monthly Visual Review ($4,400 per visit)	$ 39,600.00	$ 2,000.00
Task 5 – Engineering Design Allowance (Hourly)	$ 15,000.00	$ 0.00
Total Fee	**$ 76,800.00**	**$ 3,400.00**

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,
Walker Consultants, Inc., a Michigan corporation,
d/b/a Walker Consultants Engineering, Inc.

Ryan A. Carris, P.E.
Senior Restoration Consultant

Attachment: General Conditions of Agreement

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Bloomington

Market Street Parking Structure Temporary Ceiling Protection

Authorized Signature _____

Printed Name _____

Title _____

Date _____

General Conditions of Agreement for Restoration Services

Services

Walker Consultants ("Walker") will provide the Client professional services that are limited to the work described in the attached letter (the "services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. The services are provided solely in accordance with written information and documents supplied by the Client and are limited to and furnished solely for the specific use disclosed to us in writing by the Client. No third-party beneficiary is contemplated.

Payment for Services

Monthly Invoices

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the Client does not deliver payment to Walker within thirty (30) days of date of invoice, the Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank
ABA Routing Number 021052053
Credit to the account of - Walker Consultants
Account Number 79592337

Period of Service

In the event that no contract administration phase services are to be provided by Walker, services shall be completed the earlier of (1) the date when final documents are accepted by the Client or (2) thirty days after final documents are delivered to the Client. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.

Standard of Care

Walker will perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Walker makes no warranty, express or implied, as to its professional services under this agreement.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit Walker's liability for the Client's damages to the sum of $10,000 or Walker's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

Walker agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages or liabilities, to the extent caused by Walker's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Walker is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Walker, its officers, directors, employees, and subconsultants (collectively Walker) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors, or omissions in connection with the Project as well as the acts, errors, or omissions of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Walker shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Ownership of Documents

Walker shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes, calculations, and other documents and instruments prepared by Walker as instruments of service. Walker shall retain all common law, statutory, and other reserved rights, including, without limitation, all copyrights thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's written consent will be at the Client's sole risk.

Consequential Damages

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the Client and Walker shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties

mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the locality of the Walker office performing services under this Agreement.

Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Proprietary Information

The information contained in this proposal is confidential, privileged, and only for the Client and may not be shared, published, or redistributed without prior written permission from Walker Consultants.

Date in Field:	06/13/2025
Owner:	City of Bloomington
Location:	Bloomington, IL
Weather:	85*, Clear
Report By:	Ryan A. Carris

At the request of the City of Bloomington, Walker Consultants performed a site visit to visually review the concrete structural elements within the Market Street Garage for potentially imminently hazardous conditions that require immediate action to continue safe operation of the garage. We observed the following conditions:

1. Temporary timber shoring had been installed at the perimeter and interior spandrel beam locations, as recommended in Walker's 02/27/2025 field report (Photos 1 and 2). The shoring appeared to be in general conformance with the design intent.

    a. At the 3rd level shoring between Grid D11 and D12, one timber post shore has developed a bow (Photo 3).

    Recommendation: Replace the bowed timber shoring post. The shoring will require on going monitoring and may require re-shimming or other repairs in the future.

2. Tempory post shores had been installed beneath the façade panel at the entrance and some loose concrete removed, as recommended in Walker's 02/27/2025 (Photo 4)

    a. Cracked and deteriorated concrete remained present along the underside of the façade spandrel panel (Photos 5 and 6). The concern is that as deterioration continues, this concrete will fall and be an overhead hazard.

    Recommendation: Survey and remove all loose and deteriorated overhead concrete. Install safety netting, plywood barriers, or other protective barriers along the underside façade beam to prevent deteriorated concrete from falling on garage patrons.

3. On the ramp between levels 1 and 2 near Grid B12-C12, the City recently removed a section of deteriorated concrete. The concrete removal revealed a corroded prestress tendon with section loss and broken wires (Photos 7 and 8). The City installed temporary shoring on either side of this location.

    Recommendation: Maintain shoring until properly repaired. Proper repairs for this location are anticipated to be between $60,000 and $85,000. Periodically inspect and adjust the shoring as needed.

4. On the ramp between levels 1 and 2 near Grid B9, B8, and B7, there are three tee stems with fine cracking or shallow concrete spalls near midspan. This concrete deterioration may conceal corrosion of the embedded prestress strands. Deterioration appears to be slowly progressing. Because of the anticipated garage demolition in Fall of 2025, Walker has been monitoring these locations.

Recommendation: Increase monitoring to monthly for progression of the cracking and/or spalling at these locations. Immediately shore or repair if the deterioration worsens. Alternative, design and install shoring now for these locations. Proper repairs will depend on whether the embedded prestress strands are corroded or only the vertical steel and could range from $1,000 to $85,000 per location.

5. There are a number of tee stems with fine cracking or shallow spalls on one side of the tee stem at the bearing (Photos 11 – 15). Deterioration appears to be slowly progressing. Because of the anticipated garage demolition in Fall of 2025, Walker has been monitoring these locations.

   Recommendation: Increase monitoring to monthly for progression of the cracking and/or spalling at these locations. Immediately shore or repair if the deterioration worsens. Alternative, design and install shoring now for these locations. Proper repairs are anticipated to be $2,000 to $3,000 per location.

6. Deteriorated concrete with cracking, delaminations, and spalling was observed at several overhead locations (Photos 16 to 22). The deterioration is most frequently around the embedded tee flange shear connectors. Concrete fragments from overhead concrete falling was observed on the floor surface at multiple locations (Photos 23 and 24). For the last several years, the City has periodically surveyed and removed loose concrete – either using City personnel or outside contractors. Many of the current locations have had deteriorated / loose concrete previously removed, but the deterioration is ongoing and growing. Deterioration appears to be accelerating and outpacing the ability to survey and remove loose concrete.

   Recommendation: Survey and remove all loose and deteriorated overhead concrete. Install safety netting, plywood barriers, or other protective barriers to prevent deteriorated concrete from falling on garage patrons. Safety netting and barriers should be designed to allow for continued monitoring of the tee stems.

The Market Street Garage is nearing the end of its anticipated useful life. The garage exhibits widespread concrete deterioration and failed waterproofing. Although extensive repairs were performed at many tee stem bearings, deterioration at unrepaired locations is developing. There are multiple tee stem locations that have developed fine cracking or spalling. Further deterioration could reduce the structural capacity of these elements and be a structural stability concern. We anticipate that over time, deterioration at these locations will worsen. Therefore, we recommend that visual monitoring, by an experienced Concrete Restoration Engineer, be increased to monthly, or the elements immediately shored. Similarly, we anticipate that over time, additional locations not yet identified will require shoring.

Further, although the City has periodically surveyed and removed loose concrete – either using City personnel or outside contractors, the deterioration appears to be accelerating and outpacing the City's ability to survey and remove loose concrete. New deteriorated concrete formations are expected to continue. Therefore, we recommend that after surveying and removing all loose and deteriorated overhead concrete, safety netting, plywood barriers, or other protective barriers should be installed to prevent deteriorated concrete from falling on

garage patrons. Safety netting and barriers should be designed to allow for continued monitoring of the tee stems. Based on previous projects, we estimate that the safety netting or plywood could cost between $100,000 and $300,000 to complete throughout the structure.

Recommendations above should be taken immediately to mitigate potential risks. The garage requires further significant repairs and restoration to extend its useful life. Without these repairs, continued deterioration should be anticipated. The deterioration could result in falling concrete and ultimately potential structural element failures. We understand that the structure was scheduled for demolition in the Fall of 2025, but that demolition may be delayed. Until the garage is demolished, we recommend that, in addition to the City's ongoing survey to remove loose concrete and installation of recommended temporary shoring, that the structure be reviewed for potentially imminently hazardous conditions by an experienced restoration engineer a minimum of every one (1) month or until the structure is restored or the structure is closed and properly shored until demolition.

Photos

Photo 1. Spandrel beam shoring installed as recommended by Walker's 02/27/2025 field report.

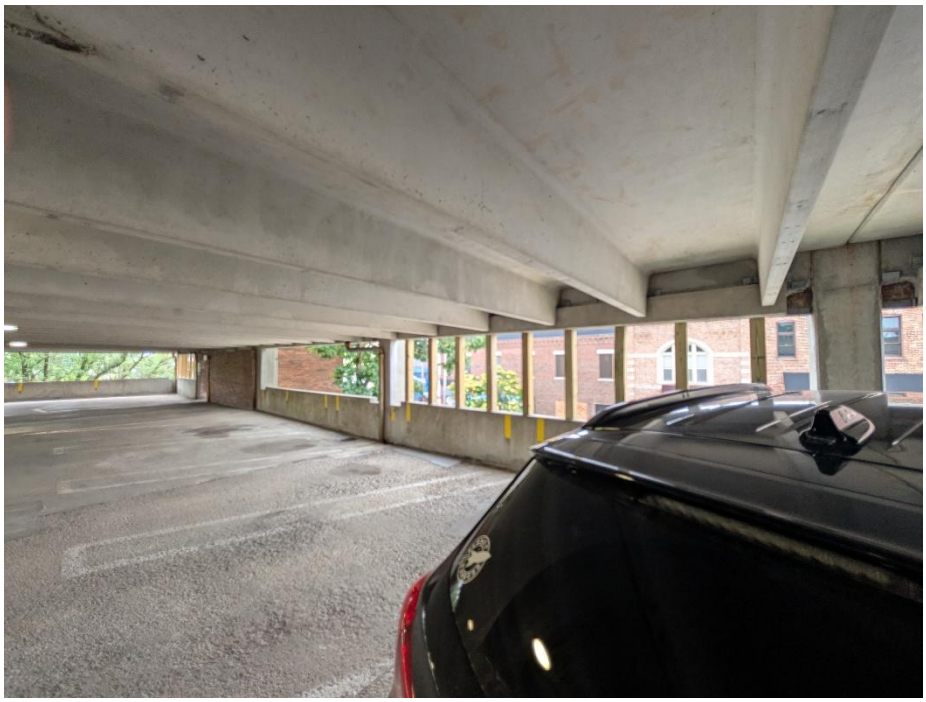


Photo 2. Spandrel beam shoring installed as recommended by Walker's 02/27/2025 field report.

Photo 3. Timber shore post at 3rd level, Grid D11-D12 is warped. Requires replacement.

Photo 4. Shoring installed under façade beam at the entrance.

Photo 5. Deteriorated concrete remaining in façade spandrel panel after shoring and loose concrete removals.

Photo 6. Deteriorated concrete remaining in façade spandrel panel after shoring and loose concrete removals.

Photo 7. Concrete spall at tee stem revealing corroded prestressing strand.

Photo 8. Close up of previous photo. Note corrosion with some section loss on prestressing strand.

Photo 9. Shallow concrete spall in a tee stem on Ramp from Level 1 to 2 near Grid B7, revealing corroded vertical reinforcement. Monitor and immediately shore if conditions worsen.

Photo 10. Shallow concrete spall in a tee stem on Ramp from Level 1 to 2 near Grid B8, revealing corroded vertical reinforcement. Monitor and immediately shore if conditions worsen.

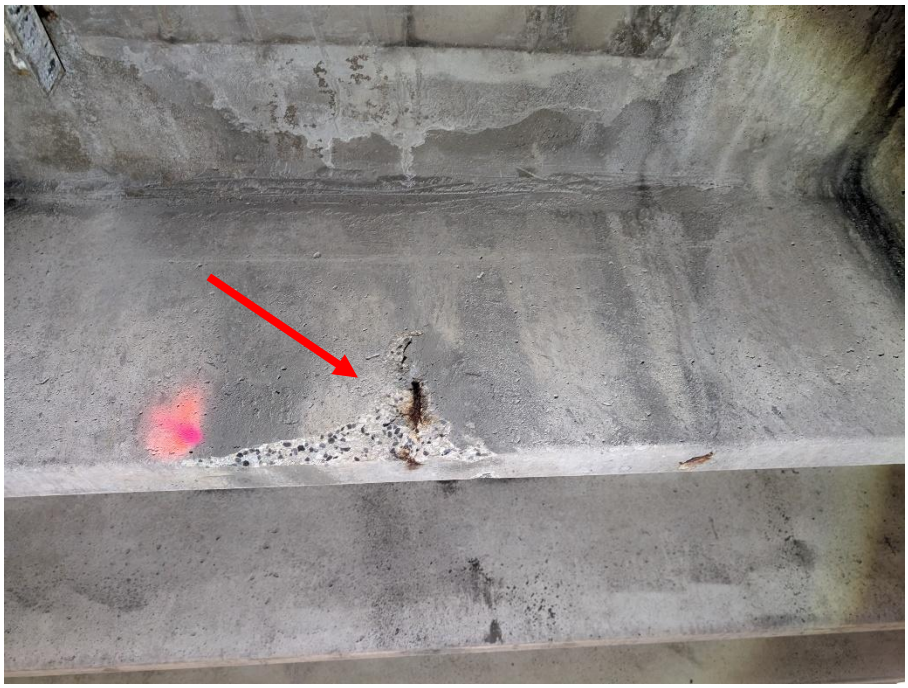


Photo 11. Cracking in a tee stem on Ramp from Level 1 to 2 near Grid B9. Monitor and immediately shore if conditions worsen.

Photo 12. One side cracking in tee stem at bearing area on Level 2 near Grid B/13. Monitor and immediately shore if conditions worsen.

Photo 13. One side cracking in tee stem at bearing area on Level 2 near Grid D/11. Monitor and immediately shore if conditions worsen.

Photo 14. One side cracking in tee stem at bearing area on Level 3 near Grid D/13. Monitor and immediately shore if conditions worsen.

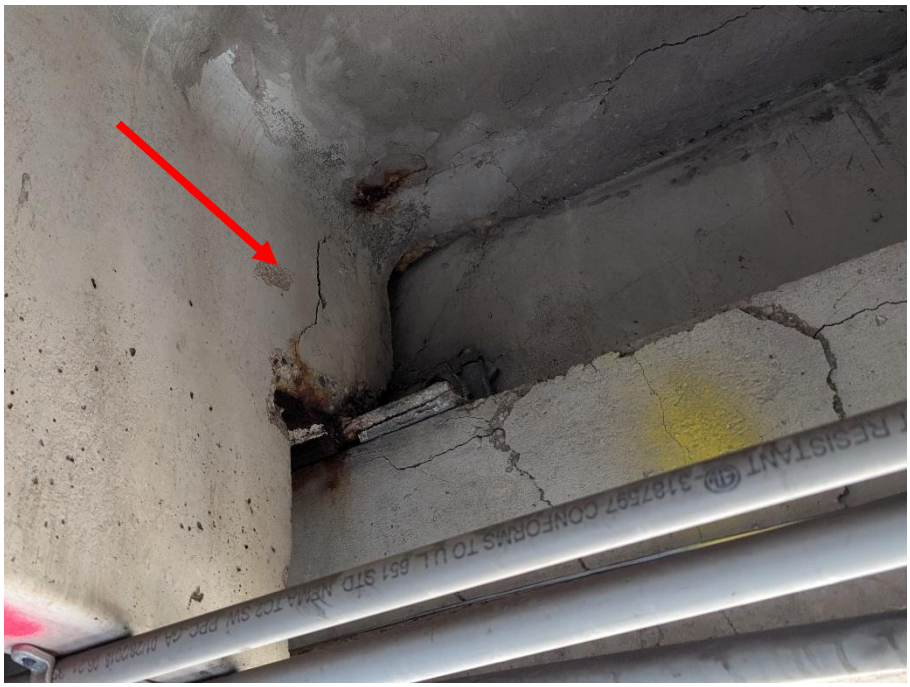


Photo 15. One side cracking in tee stem at bearing area on Level 3 near Grid D/3. Monitor and immediately shore if conditions worsen.

Photo 16. Deteriorated and potentially loose overhead concrete.

Photo 17. Deteriorated and potentially loose overhead concrete.

Photo 18. Deteriorated and potentially loose overhead concrete.

Photo 19. Deteriorated and potentially loose overhead concrete.

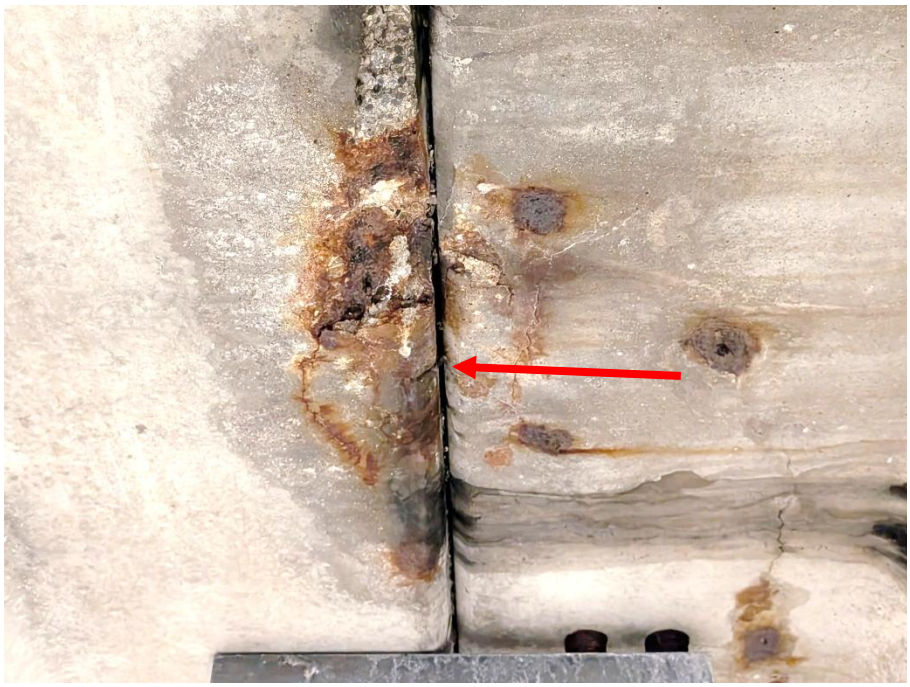


Photo 20. Deteriorated and potentially loose overhead concrete.

Photo 21. Deteriorated and potentially loose overhead concrete.

Photo 22. Deteriorated and potentially loose overhead concrete.

Photo 23. Concrete fragments on the floor surface from fallen overhead concrete.

Photo 24. Concrete fragments on the floor surface from fallen overhead concrete.

CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Application from MCO QSR, Inc., d/b/a Froth & Fork, located at 712 S. Eldorado Rd., Requesting Approval of a Change in Ownership and a Change in Classification to add Sunday Sales to create a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: MCO QSR, Inc. (Applicant), located at 1712 S. Eldorado Rd., Requesting Approval of a Change in Ownership and a Change in Classification to add Sunday Sales to create a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. The applicant is purchasing the entity and indicated they do not intend to have any major changes to business operations.

Current Ownership: Siva Busa, 100%
Proposed Ownership: Sree Premesh Gogineni (President), 25%; Naveen Madisetty (Vice President), 25%; Rajesh Yarlagadda (Secretary), 25%; and Tulasi Krishna Kanneganti (Treasurer), 25%

After a Public Hearing on June 10, 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 May 28, 2025, in *The Pantagraph*. 66 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAPS 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 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 120. 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_Froth & Fork
CLK 2C Draft Minutes_Froth & Fork

City Clerk Requirement Verification Memo

To: City Council Review

Re: MCO QSR Incorporated, d/b/a Froth & Fork

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
- List of Owners, Officers, Etc.
- Financial Statement
- Annual Reporting Form (State of IL)
- Paid $400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL/McLean County
- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership
- Computer-generated Site/Floor Plan
- Certificate of Liability Insurance
- Bond

Current Ownership

- MCO QSR Incorporated (100%)
  - Siva Busa, 100%

Proposed Ownership

- MCO QSR Incorporated (100%)
  - Sree Premesh Gogineni (President), 25%;
  - Naveen Madisetty (Vice President), 25%;
  - Rajesh Yarlagadda (Secretary), 25%;
  - and Tulasi Krishna Kanneganti (Treasurer), 25%

Items Due Before License Issuance

- Building Safety and Health Department Inspections
- BASSET Certified Individuals to be submitted
- Updated Lease Agreement
- Stock/Purchase Agreement

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)	MCO QSR INCORPORATED
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Froth & Fork
Legal Entity Address *(including City, State, and Zip)*	712 S Eldorado Rd, Bloomington, IL, 61704
Legal Entity Phone Number	[redacted]
Legal Entity Email Address	[redacted]
Establishment Address including Zip	712 S Eldorado Rd, Bloomington, IL, 61704
Establishment Phone Number	3096618800
Establishment Email Address	frothnfork@gmail.com
***Email Address for ALL City Communications:**	[redacted]

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**
Sree Premesh Gogineni	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

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 Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees 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.)					
		2020 Fees		2021 Fees	
Class	Description	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:

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

   ☐ **Sole Proprietorship**

   ☐ **Partnership** (Date of Formation: _____)

   ☐ **Limited Liability Company** (LLC)
   A copy of the Articles of Organization must be attached.

   ☐ **Corporation** (Inc. or Corp.)
   A copy of the Articles of Incorporation must be attached.

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

3. ☐ Yes ☒ No ☐ N/A **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:* _____
   _____
   _____

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

1. 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.
2. 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?
3. ☐ Yes No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ 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:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RAP
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Better customer service and business
7. If approved, how would the liquor license benefit the City and its residents? Generate taxes to city and providing beverage needs for the customers.
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ~~No~~ Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* FOOD SERVICE
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6 AM	1 AM
Tuesday:	6 AM	1 AM
Wednesday:	6 AM	1 AM
Thursday:	6 AM	1 AM
Friday:	6 AM	2 AM
Saturday:	6 AM	2 AM
Sunday:	6 AM	1 AM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) mixed

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 10 AM - 10 PM

   2B. Is the area predominately residential, are they single or multi-family homes? No

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* two way
4. How much additional traffic is expected to be generated with a liquor license? None
5. Describe any and all on- and off-street parking: No street parking
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? =1--- 3

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:
NA

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.**

Sree Premesh Gogineni	President
Name (Please Print)	**Title**
[redacted]	4/24/25
Signature	**Date**

Outlook

Re: Liquor License Application Update, Additional Information/Documents Needed - FROTH & FORK

From [redacted]
Date Sat 5/24/2025 4:13 PM
To City Clerk Inquiries <cityclerk@cityblm.org>

Hi Ashley,

Thank you for your detailed review and the opportunity to clarify the information provided in our liquor license application. I reviewed the application again and realized that the incorrect responses were simply due to data entry errors. I sincerely apologize for the oversight and any inconvenience this may have caused. Please rest assured that there are no disqualifying issues related to the ownership or the eligibility of the business.

Please find our responses to your questions below:

1. **Status of Business Information – Ineligibility Indicated in Error:**
   The indication that individuals owning more than 5% stock are ineligible to hold a liquor license was made in error. All individuals involved with the business are eligible and fully intend to comply with all local and state regulations. We believe this may have been a clerical oversight during the completion of the form and we sincerely apologize for the confusion.

2. **Business Owner/Operator – Conviction Indication:**
   Similarly, the indication that an owner, partner, officer, member, or stockholder has been convicted of a felony, crime opposed to decency or morality, or has violated State law was incorrect. None of the listed individuals have any such convictions or disqualifications. This was an unintentional mistake during the application process, and we appreciate the opportunity to correct it.

3. **Class RAPS License and Revenue Clarification:**
   We are pursuing the Class RAPS license based on guidance from the current business owner and our intended continued operation of the establishment as a full-service restaurant. While alcohol sales will be a component of the revenue, the primary focus of the business will be food service, consistent with the requirements of a Restaurant classification under Chapter 6 of the City Code. We are reviewing the code carefully to ensure full compliance and are happy to provide additional documentation if needed to show our commitment to meeting the restaurant classification criteria.

4. **State of Illinois Retail Liquor Dealer's License – Misunderstanding:**
   The indication that the establishment is not eligible for a State of Illinois Retail Liquor Dealer's license was also made in error. We fully intend to apply for and obtain the required state license upon approval of our local application. There are no known barriers to receiving the State license, and this was again likely a clerical mistake on our part.

We appreciate your time and patience in reviewing these clarifications, and we apologize for any confusion caused by our application. Our intent is to operate in full compliance with all city and state laws, and we welcome any further questions or steps necessary to move forward in the process.

Thank you again, and please let us know if any additional clarification or documentation is required.

Best regards,
Sree Premesh Gogineni
[redacted]
Prospective Owner/Applicant

On Sat, May 24, 2025 at 1:43 AM City Clerk Inquiries <cityclerk@cityblm.org> wrote:

> Good Afternoon,
>
> Upon review of your liquor license application, the following clarification/documentation is needed:
>
> 1. Under the **Status of Business Information** section of the application, it was indicated that one or more individuals owning more than 5% stock are ineligible to hold a liquor license. Please explain.
> 2. Under the **Business Owner/Operator** section of the application, it was indicated that one or more of the owners, partners, officers, members, or majority stockholders has been convicted of a felony, convicted of a crime opposed to decency or morality, and has violated State law. Please explain.
> 3. The requested classification is for a Class RAPS liquor license, which would fall under the Restaurant classification, but the applicant indicated that most of the establishment's gross revenue would come from alcohol. Please review Chapter 6 of the Bloomington City Code related to Classifications (https://ecode360.com/34403863#34404011) to ensure the applicant has a detailed understanding of the requirements of a restaurant license classification, and then provide an explanation of why the restaurant classification has been selected.
> 4. Under the **Responsibility** section of the application, it was indicated that the establishment is not eligible for a State of Illinois Retail Liquor Dealer's license. Please explain.
>
> Please respond to this email no later than **5 p.m. on Tuesday, May 27, 2025**, in order for your application to continue to be considered for the June 10, 2025, Liquor Commission Meeting.
>
> Thank you,
> **Ashley Lara**
> Records & Licensing Specialist
> **City Clerk Department, *City of Bloomington, IL***
> 115 E. Washington St., Suite 103
> Bloomington, IL 61701
>
> GENERAL REMINDERS
> All documents, inquiries, and updates related to licensing should be sent to cityclerk@cityblm.org. To avoid delays or miscommunication with your account, please do not send this information to any individual City employee.

MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, JUNE 10, 2025, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m. in the Government Center Boardroom. Commissioner Brady called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Dan Brady	Commissioner	Present
Sreenivas Poondru	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

Matthew Schauer registered to provide in-person public comment, but when called, opted to speak at the Public Hearing for Item 5. B.

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.

Due to an error in the date listed on the agenda, Commissioner Brady carried the approval of the May 13, 2025, minutes to the July 8, 2025, Liquor Commission Meeting.

Item 4.A. Consideration and Action on Approving the Minutes of the April 8, 2025, Regular Liquor Commission Meeting. *(Recommended Motion: The proposed Minutes be approved.)*

Regular Agenda

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

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from MCO QSR, Inc., d/b/a Froth & Fork, located at 712 S. Eldorado Rd., Requesting Approval of a Change in Ownership and a Change in Classification to add Sunday Sales to create a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Poondru recused himself due to a conflict of interest. He left the room at 4:02 p.m.

Commissioner Brady opened the Public Hearing at 4:02 p.m.

Sree Premesh Gogineni, Manager of MCO QSR, Inc., after being sworn, addressed the Commission. Mr. Gogineni explained that, if approved, the new ownership planned to take over the existing license and did not anticipate a change in day-to-day operation. He noted that he had prior experience with other businesses that sold alcohol in town and in Virginia.

Commissioner Meister asked if the hours would remain the same and if staff would be BASSET Certified. Mr. Gogineni answered yes.

Asst. Corporation Counsel George Boyle noted that there had been a history of underage sales under the current license and asked if the proposed ownership was aware. Mr. Gogineni stated that they were aware and that they would ensure the same issues would not happen if they were approved. Mr. Boyle suggested that the staff card everyone who looked anywhere close to the legal drinking age. Mr. Gogineni agreed.

Asst. Police Chief Paul Williams asked if they planned to have any late-night parties or rent out the location for celebrations. Mr. Gogineni answered no.

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

Commissioner Brady closed the Public Hearing at 4:07 p.m.

Commissioner Meister made a motion, seconded by Commissioner Brady, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister

ABSTAIN: Poondru

Motion carried.

Commissioner Poondru returned to the room at 4:08 p.m.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Dixon Entertainment Group, LLC, d/b/a Six Strings Club, located at 525 N. Center St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Brady opened the Public Hearing at 4:09 p.m.

Brian Dixon, President of Dixon Entertainment Group, LLC, after being sworn, addressed the Commission. Mr. Dixon explained that he had been involved with Six Strings Club for 15 years and served as its general manager for the past 13 years. He noted that the current owner looked to exit the liquor business, and he applied for creation because he wanted to continue the venue's legacy and to maintain its core identity while he worked to make strategic improvements. He stated that he aimed to expand the club's hours of operation and create more opportunities for local musicians, and noted that there was insufficient stage access for performers in the Bloomington-Normal area at this time. He wanted to enhance the venue's entertainment offerings, with a goal of more quality live music and expanded performance

CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Dixon Entertainment Group, LLC, d/b/a Six Strings Club, located at 525 N. Center St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: Dixon Entertainment Group, LLC (Applicant) is requesting a liquor license to operate an establishment located at 525 N. Center St. The Applicant is requesting approval of the creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The current licensee is Blue Note Enterprises, LLC, operating as Six Strings Club.

After a Public Hearing on June 10, 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 May 28, 2025, in *The Pantagraph*. 221 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS 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 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 120. 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_Six Strings Club
CLK 3C Draft Minutes_Six Strings Club

City Clerk Requirement Verification Memo

To: City Council Review

Re: Dixon Entertainment Group, LLC , d/b/a Six Strings Club

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

Included with Submission

- Completed Application
- List of Owners, Officers, Etc.
- Agreement for the Purchase and Sale of Business Assets
- Lease Agreement
- Financial Statement
- Paid $400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership
- Computer-generated Site/Floor Plan

Existing Ownership

- Blue Note Enterprises, LLC (100%)
    - Dave Petro, 100%

Ownership *(if creation is approved)*

- Dixon Entertainment Group, LLC (100%)
    - Brian Dixon, 100%;

Items Due Before License Issuance

- Building Safety and Health Department Inspections
- BASSET Certified Individuals to be submitted
- Certificate of Liability Insurance
- Bond

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)	Dixon Entertainment Group, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Six Strings Club (will take over DBA after asset
Legal Entity Address *(including City, State, and Zip)*	525 N. Center St., Bloomington, IL 61701
Legal Entity Phone Number	847-337-4446
Legal Entity Email Address	[redacted]
Establishment Address including Zip	525 N. Center St., Bloomington, IL 61701
Establishment Phone Number	847-337-4446
Establishment Email Address	sixstringsclub@gmail.com
***Email Address for ALL City Communications:**	[redacted]

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**
Brian Dixon	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]com		

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

Name (First & Last)	**City**	**State**	**Zip**
Brian Dixon	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Brian Dixon	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

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 Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees 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.)					
		2020 Fees		2021 Fees	
Class	Description	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:

1. 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.

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

3. ☐ Yes ☐ No ☐ N/A **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:* _____
   _____
   _____

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

1. 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.
2. 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?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ 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:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Tavern
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* TAS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ● Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To serve beer, wine, and spirits in a safe and responsible manner in accordance with the City and State
7. If approved, how would the liquor license benefit the City and its residents? We will continue the safe and responsible operation of Six Strings Club, and continue to provide hight
8. ● Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* NO EXPLANATION PROVIDED; EMAILED AMST TAX REG FORM TO COMPLETE
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	closed	closed
Tuesday:	3pm	1am
Wednesday:	3pm	1am
Thursday:	3pm	1am
Friday:	3pm	2am
Saturday:	3pm	2am
Sunday:	11:00am	1am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed use in downtown

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? Varied, some 8am-5pm, some by appoinment, some bar and restaurant hours.

   2B. Is the area predominately residential, are they single or multi-family homes? No, but downtown is a mixed use commercial and multi-family space.
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Center St (one way, two lane, street parking), Mulberry street (two way, street parking), Main street (one way, two lane, street parking)
4. How much additional traffic is expected to be generated with a liquor license? Little additional traffic, the business has been in operation for 17 years.
5. Describe any and all on- and off-street parking: Parallel street parking, adjacent private lots, city parking garage within one block.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? Six

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.

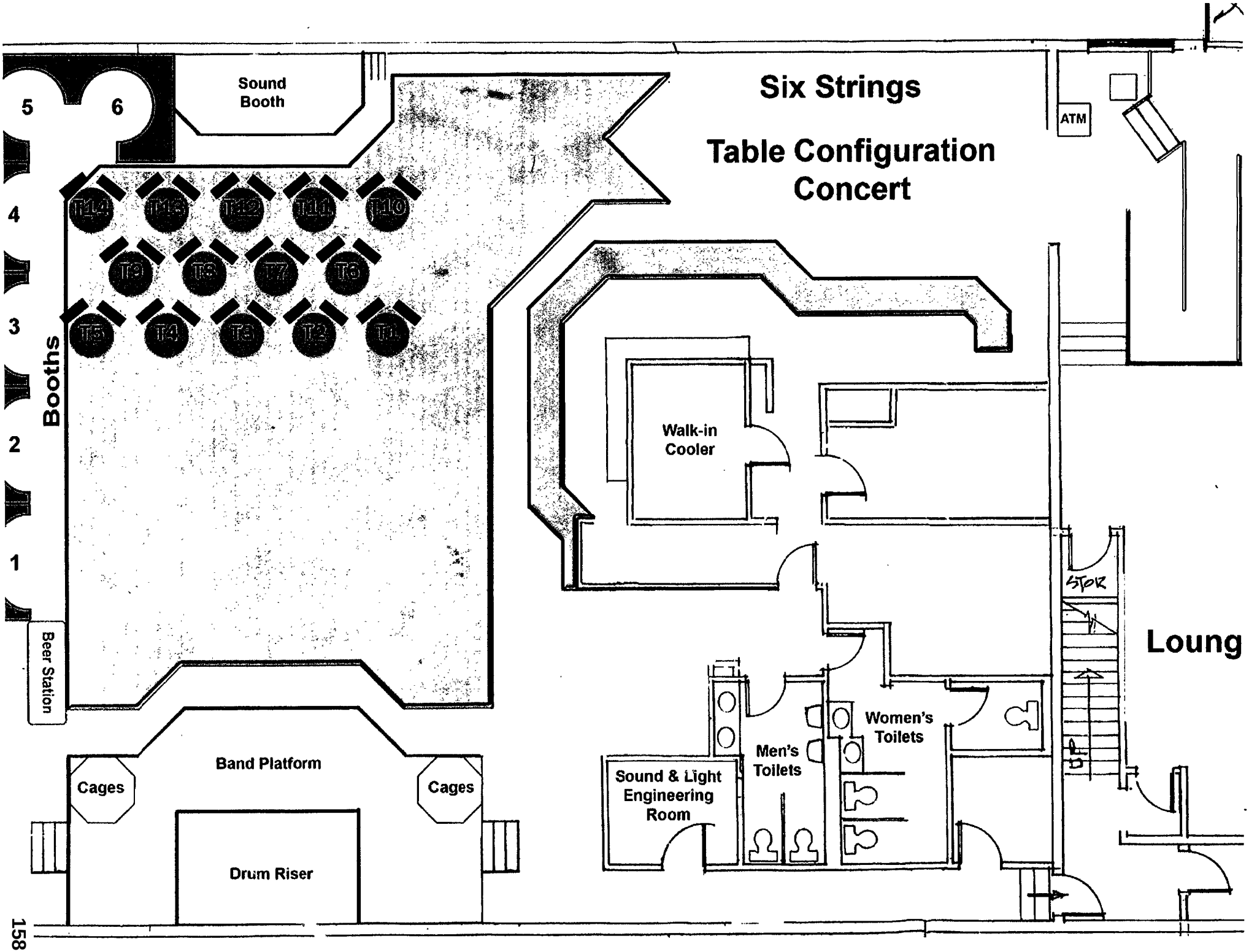
☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

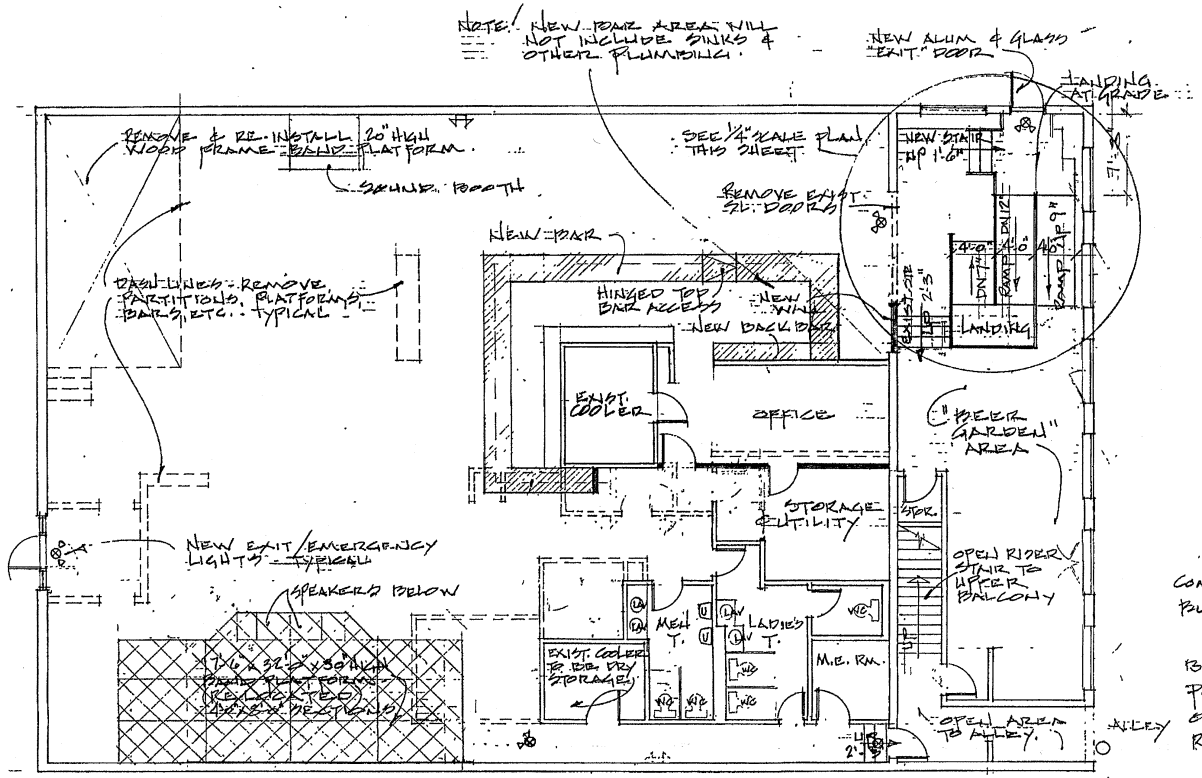
Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

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.**

Brian Dixon	Member
Name (Please Print)	**Title**
[redacted]	May 6, 2025
	Date


Six Strings
Table Configuration
Concert
Sound Booth
5
6
4
3
2
1
Booths
T14
T13
T12
T11
T10
T9
T8
T7
T6
T5
T4
T3
T2
T1
Beer Station
Band Platform
Cages
Cages
Drum Riser
Walk-in Cooler
Sound & Light Engineering Room
Men's Toilets
Women's Toilets
ATM
STOR
UP
Loung



Interior Renovations

"6 String" Lounge
525 North Center Street
Bloomington, Illinois

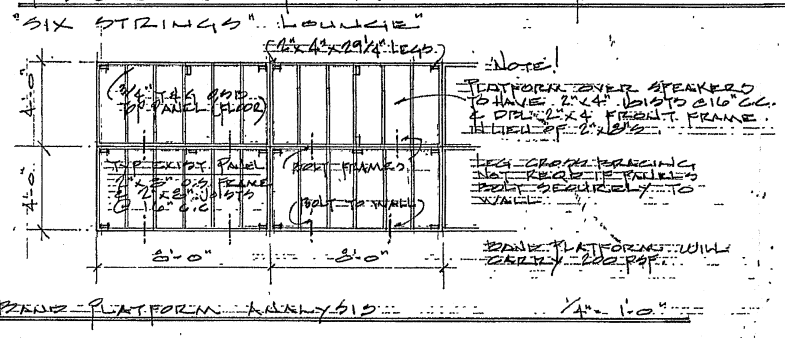
General Notes:

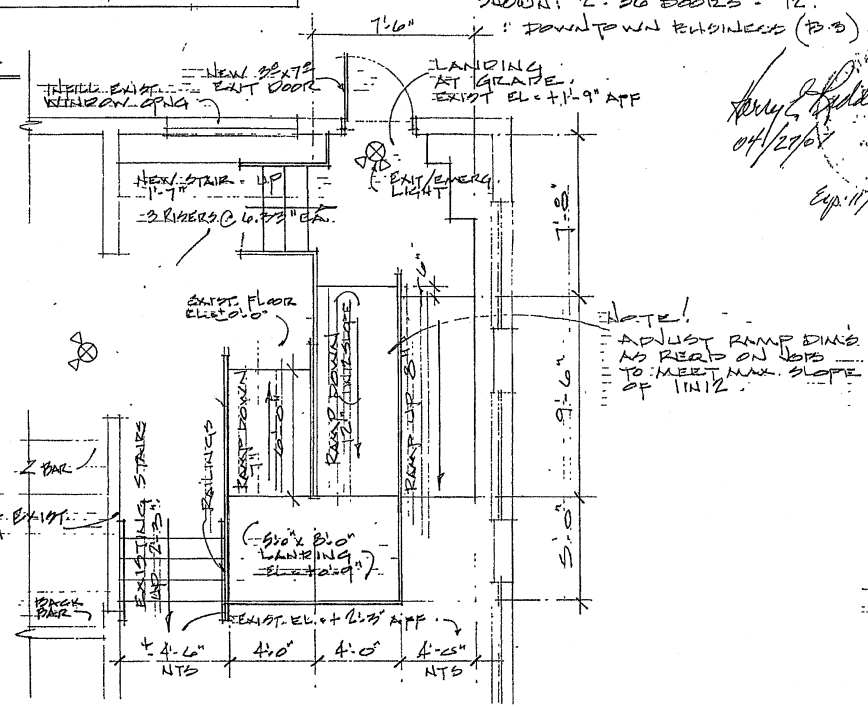
1. All work to conform to the prevailing codes and ordinances of the City of Bloomington, Illinois.
2. All work to be performed by contractors licensed or registered by the City of Bloomington, Illinois
3. Bloomington/Normal Water District permit and Construction permit to be secured prior to start of construction.
4. Project does not require any structural modificaton.
5. Project does not require HVAC or plumbing change.
6. Electrical changes to re-use existing circuits.
7. Dash lines indicate items to be demolished and removed.
8. New construction is indicated with solid black lines and hatched areas.
9. New combo exit lights/emergency lights to be installed on existing lighting circuits at locations indicated.

CONSTRUCTION TYPE: IIB
BUILDING USE: TAVERN w/ LIVE MUSIC.
ASSEMBLY A-2 (6000 S.F. MAX)
BUILDING AREA: 5040 S.F.
PORCH & BEAR GARDEN AREA: 1134 S.F.
OCCUPANCY: ± 4500 SF ÷ 15 = 300 (MAX.)
REQ'D EXIT WIDTH: 300 x .2 = 60" TOTAL WIDTH
SHOWN: 2 - 36" DOORS = 72".
: DOWNTOWN ENGINEERS (B.S.)

Harry E. Riddle
04/27/07
Exp. 11/30/08

FLOOR PLAN
"SIX STRINGS" LOUNGE





HARRY E. RIDDLE, ARCHITECT
11 SUN POINTE COURT • BLOOMINGTON, ILLINOIS

INTERIOR RENOVATION
525 N. CENTER STREET
BLOOMINGTON, ILLINOIS

JOB NO: 1063

DATE/REV.
~~APRIL 26, 07~~
~~MAY 30, 07~~
~~JULY 13, 07~~

SHEET NO 1

Commissioner Poondru recused himself due to a conflict of interest. He left the room at 4:02 p.m.

Commissioner Brady opened the Public Hearing at 4:02 p.m.

Sree Premesh Gogineni, Manager of MCO QSR, Inc., after being sworn, addressed the Commission. Mr. Gogineni explained that, if approved, the new ownership planned to take over the existing license and did not anticipate a change in day-to-day operation. He noted that he had prior experience with other businesses that sold alcohol in town and in Virginia.

Commissioner Meister asked if the hours would remain the same and if staff would be BASSET Certified. Mr. Gogineni answered yes.

Asst. Corporation Counsel George Boyle noted that there had been a history of underage sales under the current license and asked if the proposed ownership was aware. Mr. Gogineni stated that they were aware and that they would ensure the same issues would not happen if they were approved. Mr. Boyle suggested that the staff card everyone who looked anywhere close to the legal drinking age. Mr. Gogineni agreed.

Asst. Police Chief Paul Williams asked if they planned to have any late-night parties or rent out the location for celebrations. Mr. Gogineni answered no.

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

Commissioner Brady closed the Public Hearing at 4:07 p.m.

Commissioner Meister made a motion, seconded by Commissioner Brady, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister

ABSTAIN: Poondru

Motion carried.

Commissioner Poondru returned to the room at 4:08 p.m.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Dixon Entertainment Group, LLC, d/b/a Six Strings Club, located at 525 N. Center St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Brady opened the Public Hearing at 4:09 p.m.

Brian Dixon, President of Dixon Entertainment Group, LLC, after being sworn, addressed the Commission. Mr. Dixon explained that he had been involved with Six Strings Club for 15 years and served as its general manager for the past 13 years. He noted that the current owner looked to exit the liquor business, and he applied for creation because he wanted to continue the venue's legacy and to maintain its core identity while he worked to make strategic improvements. He stated that he aimed to expand the club's hours of operation and create more opportunities for local musicians, and noted that there was insufficient stage access for performers in the Bloomington-Normal area at this time. He wanted to enhance the venue's entertainment offerings, with a goal of more quality live music and expanded performance

opportunities for local artists. He noted that he planned to make incremental improvements, but would preserve the fundamental character of the establishment that had made it a staple of downtown entertainment. He explained that instead of purchasing the existing owner's LLC, he chose to form a new business entity and establish a separate asset purchase agreement, which would cover the transfer of the brand, tangible assets, and intangible elements of the existing business. He emphasized that while presented as a creation, the request would essentially be a continuation of the same business, as its core operations and character would be maintained.

Asst. Corporation Counsel George Boyle asked what the change of hours would be. Mr. Dixon explained that he planned to expand the current operating schedule from three days (Thursday, Friday, Saturday) to six days a week. He noted that he wanted to add Sunday, Tuesday, and Wednesday to allow the opportunity to offer live entertainment, sports, and additional programming for downtown patrons. He stated that Sunday hours would be from 11 a.m. to 8 p.m., and Tuesday and Wednesday hours would be from 7 p.m. until 1 a.m. when the bar would close. He clarified that he wanted to broaden Friday and Saturday hours to include Happy Hour and potential afternoon events, which would create more opportunities for entertainment and increase the venue's accessibility to the community.

Commissioner Meister asked if anything else would change aside from the hours and an expansion of live entertainment. Mr. Dixon explained that he wanted to maintain the venue's core identity and noted that through informal polling, he confirmed community interest in reviving past entertainment offerings. , such as Tuesday night open mic events, which he stated were a community favorite before the COVID-19 pandemic. He recognized the void left by the closure of Night Shop and saw an opportunity to provide a similar community space for local performers and entertainment seekers.

Commissioner Meister praised the business's current approach to security, given their location in the Downtown Bloomington area, and asked if they had a rooftop area. Mr. Dixon explained that he would like to reopen the venue's rooftop, but faced challenges with the building owners who were hesitant to invest in renovations. He noted that the current lease divided responsibilities, with building owners managing HVAC and exterior maintenance, and the business handling interior and plumbing. He noted that a plan to negotiate potential funding strategies, which included the possibility of self-funding the rooftop renovation over time, was in the works. He explained that his goal was to gradually restore the rooftop to operational status to create an additional entertainment space for the venue. He noted that during the most recent building inspection, he asked about the rooftop space and positive steps were provided to move forward. By consulting with City officials, he noted that he aimed to ensure that future improvements were both financially feasible and compliant with safety regulations.

Commissioner Meister asked if staff would be BASSET Certified and what the capacity of the space was. Mr. Dixon answered yes and stated that the capacity was around 326 downstairs and 49 upstairs. He noted that an inspection was done the previous year, and they had not received their new occupancy certificate, so he was unsure about the exact numbers.

Mr. Boyle asked if Mr. Dixon was aware that amusement tax forms would need to be completed. Mr. Dixon stated that he was unaware at first, but that he had since submitted all required forms.

Leslie Yocum, City Clerk asked for clarification on whether there would be a limitation to the hours of operation. Mr. Dixon noted that he would ask that there be no conditions and that they be permitted to operate as allowed by code. Mr. Boyle noted that no condition was placed.

Commissioner Brady asked if anyone was present in the audience to speak for or against the item. Matthew Schauer, after being sworn, addressed the Commission. Mr. Schauer explained he was a general manager at another downtown establishment and stated he wanted to act as a character reference for Brian Dixon. He noted that in his personal experience, Dixon gave him his first job in the industry 15 years ago and had been a mentor and role model. He praised Dixon's leadership, guidance, and personal character, and described him as one of the best men he has ever met. He emphasized that Dixon represented the ideal standard for downtown bar and restaurant owners and embodied the qualities of integrity, community involvement, and professional excellence. He spoke on behalf of his colleagues, who collectively had over 60 years of downtown bartending experience, and vouched for Brian Dixon's character and commitment to legal compliance. He described Dixon as a vibrant personality, a dedicated family man, and an excellent bartender and manager. He noted that beyond his professional skills, Dixon was known for his significant charitable work in the community and demonstrated a genuine commitment to giving back. He emphasized Dixon's understanding of community service and his positive impact on residents and advocated for Dixon's ownership of Six Strings and hoped the Commission would consider his positive recommendation.

Chris McAllister, Building Official, noted that the occupancy numbers were accurate and that a sign would be produced and provided to the establishment so they could post it.

Asst. Chief Paul Williams asked that contact information be updated with the Police Department and asked about surveillance and noted potential security issues in the line outside the bar. Mr. Dixon acknowledged the current camera system's inadequacies and noted that reliable coverage is limited to the front door and lobby area. He described the existing equipment as deteriorating and unacceptable, explaining that previous ownership was unresponsive to his requests for upgrades. He explained that he recognized the critical importance of comprehensive surveillance for both police and insurance purposes and emphasized that having high-quality video evidence was a top priority. He stated that he planned to allocate startup funds to completely overhaul the venue's security camera infrastructure to address these significant gaps. Asst. Chief Williams recommended that Mr. Dixon consult him directly to ensure the new camera system worked effectively with the Police Department’s existing technology and explained that with compatible equipment, Mr. Dixon could create a more seamless security setup that would help address potential problems more efficiently.

Mr. McAllister asked that the KNOX keys be updated with the fire inspectors. Mr. Dixon noted they will be in contact.

Mr. Boyle asked when the requested change would take place. Mr. Dixon stated his target date would be August 1st as the lease start date, but he recognized the need to amend the lease due to the complexities of the licensing process. He planned to close the sale in the last week of July, which would allow for immediate operational continuity. He acknowledged that the lease's original drafting didn't fully account for the lengthy licensing procedures and noted that adjustments would be made to bridge the gap between City Council approval and obtaining the state liquor license. He stated that his intention was to quickly proceed to Springfield to finalize the state licensing once the local approval was secured.

Commissioners and Staff had no additional comments.

Commissioner Brady closed the Public Hearing at 4:25 p.m.

Commissioner Meister made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council as presented.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru

Motion carried.

The following item was presented:

Item 5. C. First Appearance on a Citation Issued to ARV Cuisine, LLC, d/b/a Bloom Bawarchi 2.0, located at 503 N. Prospect Rd. Unit 103-104, for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor. *(Recommended Motion: N/A.)*

~~Asst.~~ Corporation Counsel George Boyle reported that during compliance checks conducted by Illinois State Police and Bloomington Police in March, the establishment experienced four failures, with one specific sale to an underage individual. He stated that since it was the first violation, the State initially fined the business $500 and the Liquor Commission negotiated a reduced fine of $250, which had already been paid. He explained that the establishment admitted to the allegations, and written confirmation was pending, so the matter had been resolved through the admission and payment of the fine.

New Business

No New Business was discussed.

Adjournment

Commissioner Meister made a motion, seconded by Commissioner Poondru, to adjourn the meeting.

AYES: Meister; Brady; Poondru

Motion carried (viva voce).

The Meeting Adjourned at 4:28 p.m.

CITY OF BLOOMINGTON

_____ _____

Dan Brady, Commissioner Leslie Smith-Yocum, City Clerk

DRAFT

REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: July 14, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on 1) a Resolution Approving an Agreement with Stark Excavating, Inc., for the Construction of the North Main Street Streetscape Project, in the Amount of $13,179,900; 2) a Resolution Approving the First Amendment to the FY 2026 Utility Maintenance Project (Bid #2025-46) Agreement with George Gildner, Inc., in the Amount of $550,000; 3) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Professional Services Associated with the Streetscape Project, in an Amount Not to Exceed $195,200; 4) a Resolution Approving an Amendment to a Prior Agreement for Professional Services, in the Amount of $14,500, and a New Agreement for Additional Professional Services, in an Amount Not to Exceed $32,000, Both with Crawford, Murphy & Tilly, Inc., for Lead Service Line Replacement within the Streetscape Project; and (5) An Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of $10,301,270.75 for the General Fund, $12,300,873.25 for the Capital Improvement Fund, and $264,236.37 for the Sanitary Sewer Fund, as requested by the Engineering Department and the Administration Department.

RECOMMENDED MOTION: The proposed Resolutions and Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2a. Better quality roads and sidewalks
Objective 6a. More beautiful, clean Downtown area

BACKGROUND: If approved, the City will enter into four (4) separate agreements related to the North Main Street Streetscape Project via four (4) separate resolutions as detailed below and amend the city budget to allocate funds from appropriate budget line items.

The City originally advertised the North Main Street Project as Bid #2025-43 to solicit competitive bids. The project is the first phase of the Downtown for Everyone Streetscape Plan. Bids were received until 10:00 A.M. on Monday, April 28, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. The City received one bid from Stark Excavating, Inc. ("Stark"), totaling $22,588,361.25 for the Base Bid and Additive Alternates 1 and 2. Accepting Alternate 3, which provided additional time to complete the project, in lieu of the Base Bid along with Additive Alternates 1 and 2, totaled $18,617,111.25. Both award options were significantly over the anticipated amount for the project. On May 12, 2025, Council rejected the sole bid from STARK and waived technical bidding requirements to allow staff to attempt to negotiate an agreement with STARK for the construction of the North Main Street Project.

Since the rejection of the original bid in May 2025 (Resolution No. 2025-094), City staff, Stark, and Crawford, Murphy & Tilly, Inc. ("CMT") have worked collaboratively to revise the project and bring it more in line with available funding, reducing the bid for the project substantially below the original $18,617,111.25 cost through a combination of items. **In total, these adjustments save roughly $4.8 million. Savings, in rounded numbers are as follows:**

Price reductions through negotiation: City staff worked with Stark and their subcontractors to explore alternative construction approaches, leading to a reduction of approximately $1 million.

Using other contractors for specialized work: A significant portion of the project involves filling old vaults beneath the Downtown sidewalks. By utilizing the City's current Utility Maintenance Contract, this work is anticipated to be completed at a much lower cost, saving approximately $800,000.

City in-house work: Staff from the Parks and Recreation Department and Public Works Department will perform portions of the project, including landscaping, removing outdated street furniture, and installing new amenities. While the materials (trees, plantings, new street furniture, etc.) will need to be purchased by the City in the future, this effort is estimated to reduce the overall project cost by approximately $700,000. The procurement of these materials, estimated to be in the range of $100,000 to $150,000, will be brought to a future Council meeting for consideration or incorporated into the FY27 budget, depending on the timing of the work.

Scope adjustments: Staff made targeted reductions to certain project features that do not significantly alter the look, feel, or core infrastructure of the project. These include eliminating fiber conduit to individual buildings for future private use, removing some aesthetic "mood lighting" features by replacing lighted bike racks with standard racks and removing strip lights and globe lights (signature lighting at North Main Plaza remains), eliminating the redundant west-side water main (properties can connect to the existing east main via extended service lines), removing ornamental fencing along Main Street parking lots (can be added later if desired), removing an electric vehicle charging station at this time (conduit will still be installed to allow for future installation), and simplifying amphitheater seating at North Main Plaza to practical, cast-in-place concrete. These scope adjustments are anticipated to reduce the project cost by approximately $1.7 million.

Contingency: Staff reduced the project's contingency amount from $1.5 million to $1 million and was comfortable doing so because of the reduction in the project scope. This saves $500,000.

Resolution 1

If approved, the City will enter into an agreement with STARK for the construction of the project. Staff recommends awarding the negotiated Base Bid and both Alternates based on the prices summarized below. A complete listing of bid prices is available in the attached STARK Agreement.

- Base Bid ($12,276,340)
    - The majority of the work in the project with a completion date of July 31, 2027.
- Alternate 1 ($566,500)
    - Additive Alternate to add the ring structure in the North Plaza (600 block of North

Main Street).
- Alternate 2 ($337,060)
    - Additive Alternate to replace the conduit system throughout the project for City-use fiber connections.
- **Total Construction Contract Award: $13,179,900**

Funding for the negotiated agreement is proposed to come from multiple sources:
- General Fund: $9,556,070.75
- Redeveloping Main Street Grant: $1,999,602.50
- Stormwater Enterprise Fund: $762,960.38
- Sewer Enterprise Fund: $476,739.37
- Water Enterprise Fund: $384,527
- **Total Construction Contract Funding: $13,179,900**

Resolution 2
If approved, the City will amend the FY 2026 Utility Maintenance Project Agreement with George Gildner, Inc. ("GILDNER") to include an additional $550,000 to fund vault remediation work associated with the North Main Street Project.

On June 3, 2025, Council approved a construction agreement with GILDNER for the FY 2026 Utility Maintenance Project Agreement, in the amount of $1,715,865, which was below the budgeted amount of $1,767,638.90. During the negotiations with STARK described above, staff identified cost savings by removing vault remediation work from the proposed Streetscape contract and instead incorporating that work into the FY 2026 Utility Maintenance Project.

The cost of the vault remediation work exceeds the amount in the original Utility Maintenance agreement. This agreement amendment adds $550,000 to the Capital Improvement Fund to support the Utility Maintenance Project and cover the anticipated vault remediation work. By completing this work under the Utility Maintenance Project, the City can help lower the overall project cost and contribute to a more acceptable bid price. Four additional Sewer accounts referenced in the original memo will remain unchanged under this amended agreement.

Resolution 3
If approved, the City will also enter into an agreement with CMT for $195,200 to be paid from the Capital Improvement Fund to provide professional services for the North Main Street Streetscape project as recommended by the Engineering Department. A detailed Scope of Services is provided in the attached agreement. Generally, the professional services in this proposal fall into one of two general categories:

1. Services provided following the rejection of the initial construction bid, including leading negotiation efforts with the potential Contractor, value engineering reviews, and associated plan modifications; and

2. Engineering support to supplement construction administration by City staff with tasks such as structural engineering design assistance, shop drawing review, and preparing responses to Contractor Requests For Information. CMT may request the services of Massie Massie & Associates for landscape architecture and streetscape-related items.

Resolution 4
If approved, the City will amend a prior agreement for Professional Services, in the Amount of $14,500 to be paid from the Water Fund, and enter into a new agreement for additional professional services, in an amount not to exceed $32,000, both with CMT, for Lead Service Line Replacement within the Streetscape Project. The amendment to a prior 2024 design services agreement covers assistance from CMT during the project bidding phase and value engineering evaluation during negotiations and includes the following:

1. Bidding Services
    a. Address bidder questions.
    b. Prepare and issue addenda as required.
    c. Record bids and prepare/distribute bid tabulation.
    d. Evaluate bidding unit prices.

2. Value Engineering Services
    a. Meet with City staff to review the bids and develop a list of potential scope reductions.
    b. Internal project review meeting to discuss contractor value suggestions.
    c. Revised construction documents to reflect the value engineered project scope.
    d. Meet with City staff to review the updated documents.
    e. Complete final updates and send to the selected contractor for revised bidding proposal

The new agreement covers construction phase engineering services by CMT and includes the following:

1. Construction Services (back-office support)
    a. Shop drawing review.
    b. Responding to requests for information and changes during construction.
    c. Project correspondence.
    d. Project record documents.

2. Construction Services (On-site support)
    a. Pre-construction meeting.
    b. Part-time on-site observation.
    c. Attend watermain testing activities.
    d. Prepare substantial completion punch list.

Budget Amendment: This amendment allocates the funds from appropriate budget funds to cover the costs listed above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into four (4) separate agreements related to the North Main Street Streetscape Project via four (4) separate resolutions as detailed below:

Resolution 1
- General Fund: $9,556,070.75
- Redeveloping Main Street Grant: $1,999,602.50

- Stormwater Enterprise Fund: $762,960.38
- Sewer Enterprise Fund: $476,739.37
- Water Enterprise Fund: $384,527.00

A purchase order totaling $13,179,900 with Stark Excavating, Inc:
1. Capital Improvement-Other Capital Improvement account (40100100-72620) for $11,555,673.25.
2. Storm Water-Sewer Construction & Improvement account (53103100-72550) for $762,960.38.
3. Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550) for $476,739.37.
4. Water Transmission & Distribution-Water Main Construction & Improvement account (50100120-72540) for $384,527.

Resolution 2
The City will amend an agreement with Gildner for the FY 2026 Utility Maintenance Project (Bid #2025-46), from the amount of $1,715,865 to $ 2,265,865. The $550,00 for the amended contract with Gildner will be paid from the Capital Improvement Fund-Other Capital Improvement account (40100100-72620).

Resolution 3
The City will enter into an agreement with CMT in the amount of $195,200 for a Professional Services Agreement Associated with the Streetscape project. The $195,200 for the amended contract with CMT will be paid from the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051).

Resolution 4
The City will amend a Prior Agreement for Professional Services, in the Amount of $14,500, and enter into a new agreement for additional professional services, in an amount not to exceed $32,000, both with CMT, for Lead Service Line Replacement within the Streetscape Project. The additional Professional Services of $14,500 with CMT will be paid from Water Transmission & Distribution Architectural & Engineering Services for Capital account (50100120-70051).

Stakeholders can locate information on Capital Projects in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 227-230.

Please see the "Exhibit" for all related budget amendments & transfers for this item.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:
ENG 1B Resolution 1
ENG 1C Resolution 1 - Exhibit A
ENG 1D Resolution 2
ENG 1E Resolution 2 - Exhibit A
ENG 1F Resolution 3
ENG 1G Resolution 3 - Exhibit A
WTR 1H Resolution 4

WTR 1I Resolution 4 - Exhibit A - Amendment to Prior Agreement
WTR 1J Resolution 4 - Exhibit B - New Agreement
ENG 1K Ordinance
ENG 1L Ordinance - Exhibit A
ENG 1M Location Map

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE CONSTRUCTION OF THE NORTH MAIN STREET STREETSCAPE PROJECT, IN THE AMOUNT OF $13,179,900

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Stark Excavating, Inc. be approved for the construction of the North Main Street Streetscape Project (Exhibit A), in the amount of $13,179,900 ("PROJECT"); and

WHEREAS, on May 12, 2025, the City Council adopted Resolution No. 2025-094 which rejected the sole bid received for construction of the North Main Street Project, the first phase of the Downtown for Everyone Streetscape Plan, and concurrently authorized a waiver of the formal bidding requirements, permitting City staff to negotiate directly with Stark Excavating, Inc.; and

WHEREAS, during negotiations, it was determined that cost savings could be achieved by modifying the scope of the PROJECT and completing some work outside the contract; and

WHEREAS, the PROJECT primarily consists of the complete reconstruction of North Main Street from the face of building to the face of building to revitalize the corridor with new streetscape paving and amenities; and

WHEREAS, the PROJECT also includes the separation of the existing combined sewer system through this corridor and construction of an underground detention system to improve the resiliency of the combined sewer network within this watershed; and

WHEREAS, the PROJECT also includes a new plaza, which will be constructed on Main Street north of Mulberry Street to include flexible space for activities, an overhead lighted ring structure, and an amphitheater seating area; and

WHEREAS, the PROJECT also includes other improvements, which consist of earthwork, concrete paving, hot mix asphalt paving, storm sewers, inlets, manholes, combination curb and gutter, and various other items required to complete the planned improvements; 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 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Stark Excavating, Inc.

FOR

North Main Street Project

THIS AGREEMENT, dated this ___ day of July 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Stark Excavating, 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: _____ (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:

Stark Excavating, Inc.
Attn: David Stark Jr
1805 W. Washington St.
Bloomington, IL 61701
dstarkjr@starkcompanies

Copy to:
_____
_____
_____
_____
_____

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON	VENDOR
By: _____	By: _____
Its City Manager	Its _____
ATTEST:	
By: _____	By: _____
Its City Clerk	Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The proposal package, including revisions, for Downtown for Everyone Phase 1: North Main Street Project - E. Jefferson Street to US 51.

This work primarily consists of the complete reconstruction of North Main Street from face of building to face of building to revitalize the corridor with new streetscape paving and amenities. This work also includes separation of the existing combined sewer system through this corridor as well as construction of an underground detention system to improve the resiliency of combined sewer network within this watershed. Additionally, a new plaza will be constructed on Main Street north of Mulberry Street to include flexible space for activities, an overhead lighted ring structure, and an amphitheater seating area. Other improvements consist of earthwork, concrete paving, hot mix asphalt paving (HMA), storm sewers, inlets, manholes, combination curb and gutter and various other items required to complete the planned improvements.

VENDOR will adhere to all scheduling requirements as set forth in the Special Provision CONTRACT TIME ALTERNATE #3 in the 06/19/2025 Special Provisions document as shown below, which shall be incorporated into this Agreement:

All work required in this contract for Phase A, excluding the ring structure work in Alternate 1, shall be substantially completed on or before January 5, 2026. "Substantially complete" shall include full vehicular and pedestrian access restored to the public. No open excavations will be allowed to remain open over the mandatory winter construction shutdown period. Temporary concrete sidewalk may be used with the approval of the Engineer.

All work required in this contract for Phases B and C, and the ring structure work in Alternate 1, shall be substantially completed on or before November 20, 2026.

The Contractor shall finalize construction work for all phases (A, B, C, and D) on or before July 31, 2027.

These contract times shall not be amended due to inclement weather, nor by the mandatory winter construction shutdown period from November 21, 2026 through January 3, 2027.

Article 108.09 of the Standard Specifications shall apply to the completion dates.

Exhibit B
Costs/Fees

North Main Street Project

Proposal Listing - 06/19/2025

Base Bid

Itemized Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
20101000	TEMPORARY FENCE	FOOT	130	$ 10.50	$ 1,365.00
20101100	TREE TRUNK PROTECTION	EACH	1	$ 1,800.00	$ 1,800.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	112	$ 183.00	$ 20,496.00
28000500	INLET AND PIPE PROTECTION	EACH	19	$ 400.00	$ 7,600.00
28000510	INLET FILTERS	EACH	19	$ 400.00	$ 7,600.00
35101400	AGGREGATE BASE COURSE, TYPE B	TON	2,461	$ 103.00	$ 253,483.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	570	$ 183.00	$ 104,310.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	1,074	$ 294.00	$ 315,756.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,354	$ 0.75	$ 1,765.50
42000200	PORTLAND CEMENT CONCRETE PAVEMENT 7"	SQ YD	349	$ 233.50	$ 81,491.50
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	91	$ 175.00	$ 15,925.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	26,032	$ 20.25	$ 527,148.00
42400800	DETECTABLE WARNINGS	SQ FT	430	$ 44.50	$ 19,135.00
44000100	PAVEMENT REMOVAL	SQ YD	8,515	$ 57.00	$ 485,355.00
44000300	CURB REMOVAL	FOOT	3,409	$ 8.75	$ 29,828.75
44000600	SIDEWALK REMOVAL	SQ FT	37,875	$ 4.25	$ 160,968.75
44201735	CLASS D PATCHES, TYPE IV, 7 INCH	SQ YD	58	$ 344.00	$ 19,952.00
50800105	REINFORCEMENT BARS	POUND	8,830	$ 3.00	$ 26,490.00
51603000	DRILLED SHAFT IN SOIL	CU YD	33	$ 3,900.00	$ 128,700.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	251	$ 160.00	$ 40,160.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	56	$ 245.00	$ 13,720.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	13	$ 293.00	$ 3,809.00
550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	81	$ 234.00	$ 18,954.00
550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	213	$ 255.00	$ 54,315.00
56400300	FIRE HYDRANTS TO BE ADJUSTED	EACH	3	$ 2,800.00	$ 8,400.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	1	$ 2,400.00	$ 2,400.00
60108500	PIPE UNDERDRAINS 12" (SPECIAL)	FOOT	844	$ 27.00	$ 22,788.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	$ 7,050.00	$ 42,300.00
60219100	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	EACH	2	$ 7,050.00	$ 14,100.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$ 7,800.00	$ 15,600.00
60221800	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 9 FRAME AND GRATE	EACH	1	$ 7,800.00	$ 7,800.00
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$ 14,200.00	$ 28,400.00
60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	3	$ 3,550.00	$ 10,650.00
60255500	MANHOLES TO BE ADJUSTED	EACH	5	$ 1,750.00	$ 8,750.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	1	$ 2,200.00	$ 2,200.00
60500040	REMOVING MANHOLES	EACH	13	$ 2,150.00	$ 27,950.00
60500050	REMOVING CATCH BASINS	EACH	2	$ 1,500.00	$ 3,000.00
60500060	REMOVING INLETS	EACH	12	$ 1,500.00	$ 18,000.00
60600605	CONCRETE CURB, TYPE B	FOOT	641	$ 112.50	$ 72,112.50
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	1,604	$ 107.50	$ 172,430.00
60604500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (ABUTTING EXISTING PAVEMENT)	FOOT	130	$ 123.00	$ 15,990.00
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	FOOT	1,006	$ 107.50	$ 108,145.00
67100100	MOBILIZATION	L SUM	1	$ 1,687,764.70	$ 1,687,764.70
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	837	$ 1.90	$ 1,590.30
72000100	SIGN PANEL - TYPE 1	SQ FT	189	$ 48.00	$ 9,072.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	321	$ 144.00	$ 46,224.00

78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	416	$ 14.50	$ 6,032.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	194	$ 3.50	$ 679.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1,039	$ 15.00	$ 15,585.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	96	$ 9.50	$ 912.00
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	1,674	$ 4.25	$ 7,114.50
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	803	$ 8.75	$ 7,026.25
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	26	$ 17.50	$ 455.00
80400100	ELECTRIC SERVICE INSTALLATION	EACH	3	$ 26,200.00	$ 78,600.00
81028320	UNDERGROUND CONDUIT, PVC, 1" DIA.	FOOT	479	$ 40.50	$ 19,399.50
81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	2,584	$ 39.00	$ 100,776.00
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	185	$ 157.00	$ 29,045.00
81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	31,476	$ 8.65	$ 272,267.40
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	234	$ 1,155.00	$ 270,270.00
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	44	$ 1,375.00	$ 60,500.00
84200804	REMOVAL OF POLE FOUNDATION	EACH	44	$ 400.00	$ 17,600.00
89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1	$ 8,582.85	$ 8,582.85
89502380	REMOVE EXISTING HANDHOLE	EACH	48	$ 1,025.00	$ 49,200.00
X0322102	TEMPORARY SIDEWALK RAMP	EACH	18	$ 2,650.00	$ 47,700.00
X0540000	BRICK PAVERS	SQ FT	10,740	$ 43.00	$ 461,820.00
X1200085	HYDROSTATIC TESTING AND DISINFECTION WATERMAINS (SPECIAL)	L SUM	1	$ 15,650.00	$ 15,650.00
X1700013	COLORED SURFACE	SQ FT	168	$ 85.00	$ 14,280.00
X1700029	FLUSH CONCRETE RESTRAINT	FOOT	61	$ 135.00	$ 8,235.00
X2110100	TOPSOIL FURNISH AND PLACE (SPECIAL)	CU YD	50	$ 131.50	$ 6,575.00
X5090850	ORNAMENTAL RAILING	FOOT	54	$ 405.00	$ 21,870.00
X5610001	CLEANOUTS	EACH	9	$ 1,525.00	$ 13,725.00
X5610300	DUCTILE IRON WATERMAIN, 6" (SPECIAL)	FOOT	193	$ 276.00	$ 53,268.00
X5610310	DUCTILE IRON WATERMAIN, 8" (SPECIAL)	FOOT	138	$ 338.00	$ 46,644.00
X5610500	DUCTILE IRON FITTINGS (SPECIAL)	POUND	1,295	$ 22.00	$ 28,490.00
X5610800	GATE VALVE, 8" WITH VALVE BOX (SPECIAL)	EACH	1	$ 3,000.00	$ 3,000.00
X5630300	WATER SERVICE CONNECTION, 2" (SPECIAL)	EACH	4	$ 6,500.00	$ 26,000.00
X5630301	WATER SERVICE CONNECTION, 6" (SPECIAL)	EACH	1	$ 7,000.00	$ 7,000.00
X5630305	EXISTING WATER SERVICE TESTING, LESS THAN 4" (SPECIAL)	EACH	4	$ 3,300.00	$ 13,200.00
X5630306	EXISTING WATER SERVICE TESTING, 4" AND GREATER (SPECIAL)	EACH	1	$ 5,300.00	$ 5,300.00
X5630500	LEAD SERVICE LINE REPLACEMENT, 1 ½" (SPECIAL)	EACH	1	$ 11,000.00	$ 11,000.00
X5630505	LEAD SERVICE LINE REPLACEMENT, 2" (SPECIAL)	EACH	2	$ 14,000.00	$ 28,000.00
X5630900	WATERMAIN AND WATER SERVICE ABANDONMENT, 6" (SPECIAL)	EACH	2	$ 8,500.00	$ 17,000.00
X5630910	WATER SERVICE LINE ABANDONMENT, 2" AND LESS (SPECIAL)	EACH	5	$ 2,600.00	$ 13,000.00
X5630920	WATER VALVE ABANDONMENT (SPECIAL)	EACH	7	$ 375.00	$ 2,625.00
X5630930	WATER VALVE ADJUSTMENT (SPECIAL)	EACH	83	$ 560.00	$ 46,480.00
X5640150	FIRE HYDRANT ASSEMBLY COMPLETE (SPECIAL)	EACH	2	$ 12,200.00	$ 24,400.00
X6022230	MANHOLES, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE	EACH	2	$ 7,500.00	$ 15,000.00
X6022930	MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE	EACH	7	$ 8,150.00	$ 57,050.00
X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	EACH	2	$ 12,200.00	$ 24,400.00
X6024503	INLETS TO BE ADJUSTEDWITH NEW FRAME AND GRATE (SPECIAL)	EACH	1	$ 2,550.00	$ 2,550.00
X6025604	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	1	$ 75,200.00	$ 75,200.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$ 38,400.00	$ 38,400.00
X8130130	JUNCTION BOX TO BE ADJUSTED	EACH	1	$ 5,300.00	$ 5,300.00
X8950075	REMOVE EXISTING LIGHTING CONTROLLER AND SALVAGE	EACH	1	$ 3,100.00	$ 3,100.00
XXXXXE02	HANDHOLE, SPECIAL, TYPE A (12"X12")	EACH	45	$ 2,400.00	$ 108,000.00
XXXXXE05	QUAD RECEPTACLE	EACH	7	$ 2,775.00	$ 19,425.00
XXXXXE06	DMX WIRING	FOOT	1,613	$ 23.75	$ 38,308.75
XXXXXE09	LIGHTING ASSEMBLY, SPECIAL, AREA LIGHT (AL)	EACH	8	$ 15,350.00	$ 122,800.00

XXXXXE10	ORNAMENTAL LIGHT UNIT PEDESTRIAN LIGHT (PL)	EACH	31	$ 9,950.00	$ 308,450.00
XXXXXE13	SOLID-STATE CONTROLLER AND REMOTE CONTROL EQUIPMENT	L SUM	1	$ 262,000.00	$ 262,000.00
XXXXXE14	LIGHTING CONTROLLER, SPECIAL (LC-1, LC-2, LC-3)	EACH	3	$ 74,500.00	$ 223,500.00
XXXXXE15	DIGITAL MESSAGE SIGN (DS)	EACH	3	$ 52,800.00	$ 158,400.00
XXXXXE16	TEMPORARY LIGHTING	L SUM	1	$ 265,000.00	$ 265,000.00
XXXXXX01	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "D", N80	TON	293	$ 320.00	$ 93,760.00
XXXXXX03	BRICK PAVERS - BORDER	SQ FT	2,170	$ 43.00	$ 93,310.00
XXXXXX04	PERMEABLE BRICK PAVERS	SQ FT	25,910	$ 35.50	$ 919,805.00
XXXXXX05	CONCRETE TREE BED CURB	FOOT	700	$ 127.25	$ 89,075.00
XXXXXX06	PLANTER CURB	FOOT	275	$ 144.00	$ 39,600.00
XXXXXX16	UNDERGROUND DETENTION SYSTEM	CU FT	14,678	$ 19.50	$ 286,221.00
XXXXXX17	RING STRUCTURE COLUMNS	L SUM	1	$ 138,200.00	$ 138,200.00
XXXXXX18	AMPHITHEATER SEATING	L SUM	1	$ 77,950.00	$ 77,950.00
XXXXXX20	ADJUSTING VALVES	EACH	6	$ 875.00	$ 5,250.00
XXXXXX21	BELOW GRADE BLOW-OFF (SPECIAL)	EACH	1	$ 7,000.00	$ 7,000.00
XXXXXX22	WALL HYDRANT ADJUSTMENT (SPECIAL)	EACH	1	$ 250.00	$ 250.00
XXXXXX24	ADJUSTING CLEANOUTS	EACH	1	$ 300.00	$ 300.00
XXXXXX27	BOLLARDS - RETRACTABLE	EACH	6	$ 3,150.00	$ 18,900.00
XXXXXX28	BOLLARDS - FLEXIBLE	EACH	33	$ 1,050.00	$ 34,650.00
XXXXXX29	RELOCATED ROUTE 66 EXPERIENCE HUB	EACH	1	$ 8,200.00	$ 8,200.00
XXXXXX30	RELOCATED LOOKING FOR LINCOLN SIGN	EACH	1	$ 9,300.00	$ 9,300.00
XXXXXX32	PORTLAND CEMENT CONCRETE SIDEWALK WITH INTEGRAL CURB	SQ FT	641	$ 53.00	$ 33,973.00
XXXXXX33	FURNISHING ROW MONITORING SENSORS	L SUM	1	$ 14,300.00	$ 14,300.00
XXXXXX37	TRENCH BACKFILL TYPE 1 (SPECIAL)	FOOT	603	$ 10.25	$ 6,180.75
XXXXXX38	TRENCH BACKFILL TYPE 2 (SPECIAL)	FOOT	929	$ 120.00	$ 111,480.00
XXXXXX39	INLETS, SPECIAL, TYPE H, (3' X 2'), WITH SPECIAL FRAME AND GRATE	EACH	2	$ 3,600.00	$ 7,200.00
XXXXXX40	INLINE CHECK VALVE	EACH	1	$ 15,400.00	$ 15,400.00
XXXXXX41	REMOVE EXISTING CAMERA POLE, SALVAGE	EACH	2	$ 1,300.00	$ 2,600.00
XXXXXX50	VAULT REMEDIATION (608 N MAIN ST)	EA	1	$ 106,100.00	$ 106,100.00
XXXXXX51	VAULT REMEDIATION (620 N MAIN ST)	EA	1	$ 78,800.00	$ 78,800.00
XXXXXX52	CONCRETE SUPPORT CRADLE	EACH	2	$ 7,000.00	$ 14,000.00
XXXXXX53	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	3,970	$ 35.00	$ 138,950.00
XXXXXX54	SIDEWALK CORES - 6" DIAMETER	EACH	10	$ 700.00	$ 7,000.00
XXXXXX55	STORM SEWER REMOVAL	FOOT	795	$ 155.00	$ 123,225.00
XXXXXX56	PORTLAND CEMENT CONCRETE PAVEMENT 15" (SPECIAL)	SQ YD	206	$ 453.00	$ 93,318.00
XXXXXX57	RELOCATED MAILBOX	EACH	1	$ 475.00	$ 475.00
Z0001110	GAS VALVE TO BE ADJUSTED	EACH	28	$ 400.00	$ 11,200.00
Z0004002	BOLLARDS	EACH	25	$ 600.00	$ 15,000.00
Z0012450	CONCRETE STEPS	CU YD	2	$ 2,450.00	$ 4,900.00
Z0012455	CONCRETE STEP REMOVAL	EACH	1	$ 450.00	$ 450.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$ 27,500.00	$ 27,500.00
Z0044298	CONNECTION TO EXIST WATERMAIN - UNDER PRESSURE (SPECIAL)	EACH	5	$ 8,800.00	$ 44,000.00
Z0044299	CONNECTION TO EXIST WATERMAIN – NOT UNDER PRESSURE (SPECIAL)	EACH	3	$ 6,750.00	$ 20,250.00
Z0044300	HYDRA-STOP, 4" TO 12" (SPECIAL)	EACH	4	$ 4,675.00	$ 18,700.00
Z0056668	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	22	$ 270.00	$ 5,940.00
Z0056672	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	FOOT	374	$ 277.00	$ 103,598.00
Z0056675	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 30"	FOOT	279	$ 279.00	$ 77,841.00
Z0056678	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 36"	FOOT	318	$ 378.00	$ 120,204.00
COB10901	CONTINGENCY	L SUM	1	$ 1,000,000.00	$ 1,000,000.00
PHASE 1 - Main Street + North Main Plaza Total (BASE BID)					**$ 12,276,340.00**

North Main Street Project

Proposal Listing - 06/19/2025

Alternate Bid #1

Itemized Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
XXXXXE07	RING LIGHTING	L SUM	1	$ 305,800.00	$ 305,800.00
XXXXXX23	RING STRUCTURE - LIGHTED RING	L SUM	1	$ 260,700.00	$ 260,700.00
PHASE 1 - Main Street + North Main Plaza Total					**$ 566,500.00**

North Main Street Project

Proposal Listing - 06/19/2025

Alternate Bid #2

Itemized Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	6,364	$ 27.50	$ 175,010.00
XXXXXE03	HANDHOLE, SPECIAL, TYPE B (24"X36")	EACH	20	$ 4,525.00	$ 90,500.00
XXXXXE04	HANDHOLE, SPECIAL, TYPE C (30"X48")	EACH	9	$ 7,950.00	$ 71,550.00
PHASE 1 - Main Street + North Main Plaza Total					**$ 337,060.00**

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FY 2026 UTILITY MAINTENANCE PROJECT (BID #2025-46) AGREEMENT WITH GEORGE GILDNER, INC., IN THE AMOUNT OF $550,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an amendment to the agreement with George Gildner, Inc. be approved for the FY 2026 Utility Maintenance Project (Exhibit A), in the amount of $550,000 ("PROJECT"); and

WHEREAS, City Council approved the original agreement with George Gildner for the FY 2026 Utility Maintenance Project on June 3, 2024, in the amount of $1,715,865; and

WHEREAS, the City has budgeted $1,767,638.90 for the originally planned work included in the PROJECT; and

WHEREAS, on May 12, 2025, the City Council adopted a Resolution No. 2025-094 which rejected the sole bid received for construction of the North Main Street Project ("STREETSCAPE"), the first phase of the Downtown for Everyone Streetscape Plan, and concurrently authorized a waiver of the formal bidding requirements, permitting City staff to negotiate directly with Stark Excavating, Inc.; and

WHEREAS, during negotiations, it was determined that cost savings could be achieved by removing vault remediation work from the proposed STREETSCAPE and instead completing that work through the City's existing PROJECT; and

WHEREAS, George Gildner, Inc. will require additional funds for vault remediation work generated by the STREETSCAPE; and

WHEREAS, it is desired to proceed with adding the vault remediation work by extending the George Gildner, Inc. agreement through a change order for a total agreement amount of $2,265,865, with an additional $550,000 being added by change order (Exhibit A).The amendment is germane to the original agreement as signed; and

WHEREAS, approval of this measure would reduce both the overall cost of the STREETSCAPE and the financial burden on the City's General Fund; and

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

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

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

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

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

FIRST AMENDMENT TO AGREEMENT FOR FY 2026 UTILITY MAINTENANCE PROJECT AGREEMENT WITH GEORGE GILDNER, INC., REGARDING ADDITIONAL WORK

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

WHEREAS, on June 3, 2025, an Agreement for the FY 2026 Utility Maintenance Project Agreement ("Agreement") was made between the CITY and GILDNER for utility maintenance and any related repairs in various Bloomington locations; and

WHEREAS, on May 12, 2025, the City Council adopted a Resolution rejecting the sole bid received for construction of the North Main Street portion of the Downtown for Everyone Streetscape Plan ("Streetscape Plan"), and concurrently authorized a waiver of the formal bidding requirements, permitting City staff to negotiate directly with Stark Excavating, Inc. ("Stark") for said construction; and

WHEREAS, during negotiations with Stark, it was determined that cost savings could be achieved by removing a vault remediation pay item from the proposed Streetscape Plan and instead completing that work through the City's existing FY 2026 Utility Maintenance Project; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($550,000.00) to complete the vault remediation.

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

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

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

Replace total of $1,715,865.00 with $2,265,865.00.

3. In all other respects the FY 2026 Utility Maintenance Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the FY 2026 Utility Maintenance Project Agreement this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

GEORGE GILDNER, INC.

By: _____
Its Manager/Principal

ATTEST:

By: _____
Its City Clerk

ATTEST:

By: _____
Its Secretary

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD MURPHY & TILLY, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE NORTH MAIN STREET STREETSCAPE PROJECT, IN THE AMOUNT NOT TO EXCEED $195,200

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Crawford, Murphy & Tilly, Inc. ("CMT"), for professional services associated with the North Main Street Streetscape Project (Exhibit A), in the amount of $195,200 ("PROJECT"); and

WHEREAS, City staff are planned to be utilized for the construction administration of the North Main Streetscape Project; and

WHEREAS, it would benefit the City staff to have access to the project designers during construction for occasional assistance and to provide structural engineering services; and

WHEREAS, the PROJECT consists of professional services including leading negotiation efforts with the potential Contractor, value engineering reviews, and associated plan modifications; and

WHEREAS, the PROJECT also consists of Engineering support to supplement construction administration by City staff with tasks such as structural engineering design assistance, shop drawing review, and preparing responses to Contractor Requests for Information; 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 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Exhibit A

CITY OF BLOOMINGTON AGREEMENT WITH

Crawford, Murphy & Tilly, Inc.

FOR

North Main Street Priect as part of Downtown for Everyone Program

THIS AGREEMENT, dated this ___ day of July, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Crawford, Murphy & Tilly, 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: _____ (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:

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

Copy to:
_____
_____
_____
_____
_____

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON	VENDOR
By: _____	By: _____
Its City Manager	Its Project Manager
ATTEST:	
By: _____	By: _____
Its City Clerk	Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

"CMT Proposal for North Main Additional Services", Attached as Exhibit D.

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

Generally, the professional services in this proposal are Additional Services in two general categories: 1) services provided following the rejection of the initial construction bid such as leading negotiation efforts with the potential Contractor, value engineering reviews, and associated plan modifications; and 2) engineering support to supplement construction administration by City staff with tasks such as structural engineering design assistance, shop drawing review, and preparing responses to Contractor Requests For Information (RFI's). CMT may engage the services of Massie Massie & Associates for landscape architecture & streetscape related items. A detailed Scope of Services is provided in the attached proposal as referenced above.

EXHIBIT B
COSTS/FEES

1. The total compensation to VENDOR authorized by this AGREEMENT is not to exceed $195,200.

2. The VENDOR shall submit all invoices, based on the VENDOR's progress reports, to the CITY no more than once a month for partial payment on account for the VENDOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.

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

3. The CITY agrees to pay the VENDOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method:

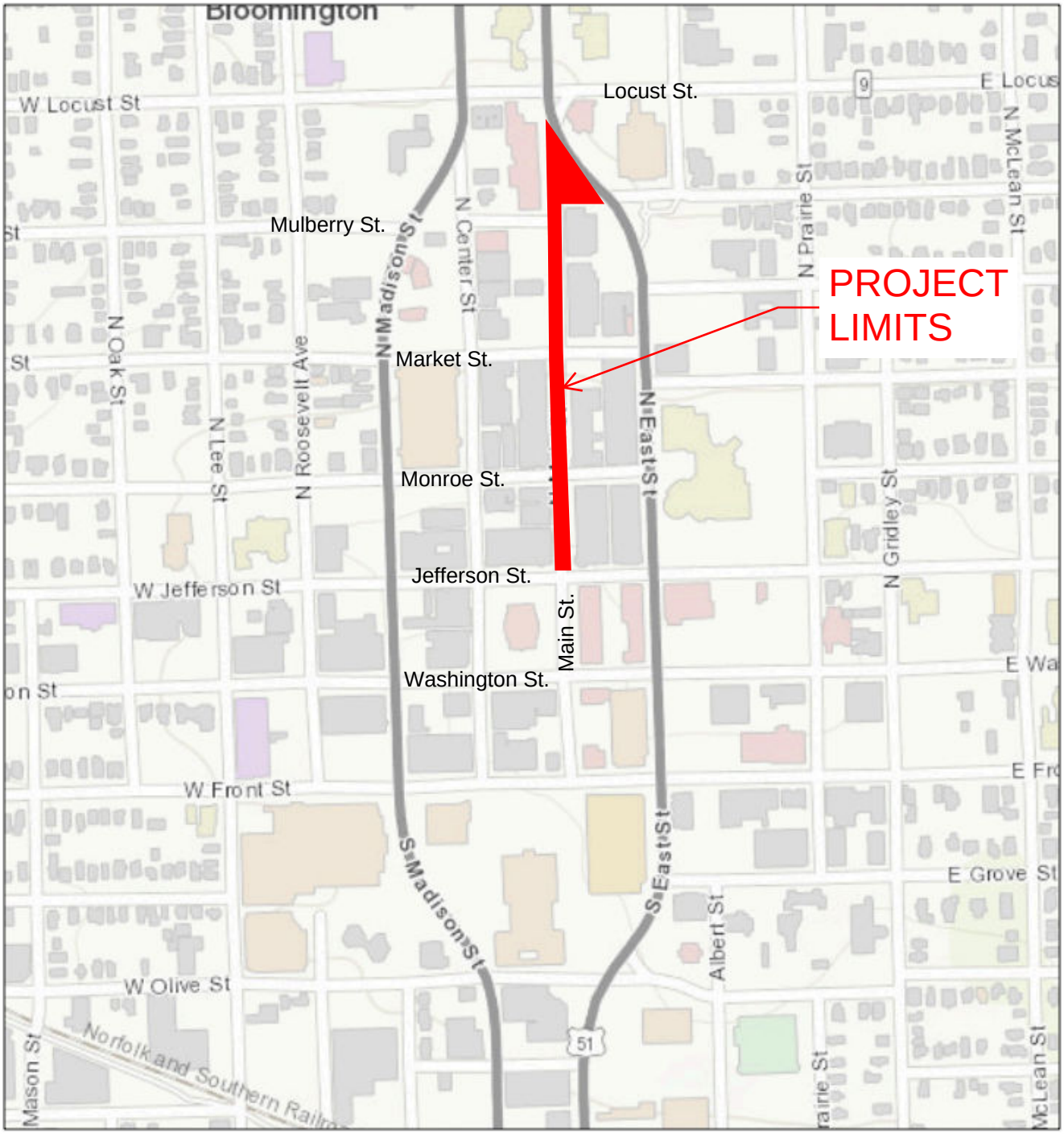
Method of Compensation: Cost plus Total Compensation = DL+OH(DL)+FF+DC

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

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

Exhibit C

North Main Street Project Limits



April 2, 2024

1:6,847

0 245 490 980 ft

0 70 140 280 m

McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

July 8, 2025

Phil Allyn, PE, PTOE
City of Bloomington
Bloomington, IL 61702

Re: **CMT Proposal – North Main Additional Services**
Downtown for Everyone Program
Bloomington, IL

Mr. Allyn:

CMT is pleased to provide this proposal for professional engineering and landscape architecture services to assist the City of Bloomington Department of Engineering with the "Phase 1 – North Main Street Project". The project is located on North Main Street in Bloomington, IL between Jefferson Street and Locust Street.

BASE SCOPE OF SERVICES

1. **Negotiation and Value Engineering Services –** The City Council on May 12, 2025 rejected bids for the "Phase 1 – North Main Street Project" and authorized City Staff to negotiate an amended contract scope, price, and conditions with Stark Excavating. Services to support City Staff in this endeavor include the following:
    a. Evaluate each of the unit prices of the original bid, including sorting the pay items into logical categories in order to determine if any specific types of work contributed significantly to the higher-than-expected cost proposal.
    b. Conduct an internal "value engineering" workshop with the leaders of each design discipline in order to identify potential candidates for scope reduction and associated cost savings.
    c. Discuss potential scope reductions and negotiation strategies at various meetings with City Staff in preparation for negotiations with Stark Excavating.
    d. Organize and facilitate negotiation workshops between the City and Stark Excavating.
    e. Perform various follow-up phone calls and in-person meetings with Stark Excavating, their subcontractors, and City staff – with the goal of identifying potential price reduction opportunities. Serve as the point of contact between the City and Stark Excavating throughout the negotiation process.
    f. Prepare a master document to be shared with City Staff, tracking and forecasting potential price reduction and scope reduction opportunities for project savings, as well as providing funding source analysis. Update this document as warranted as negotiation progresses.
    g. Issue various formal letters and memos to City Staff and to Stark documenting the negotiation status, strategies, proposals, and next steps.
    h. Perform "value engineering" design, incorporating scope reduction to the project including such items as re-routing electrical conduit, eliminating a portion of the fiber optic conduit design, simplifying the amphitheater seating, and modifying the responsible parties for various landscaping and demolition work activities. Also modify the contractual terms and conditions for the contractor including deadlines, liquidated damages, and contractor usage of City power.
    i. Update the contract documents (plan drawings, specifications, and schedule of quantities) to reflect the value engineering design. Prepare a "changelog" detailing every change to the contract documents, pay items, and quantities.
    j. Facilitate the City's development of new bid forms by providing various spreadsheets and documents as requested by City staff.
    k. Review final pricing provided by Stark Excavating, make recommendations to the City, facilitate any final conversations between the City and Stark, and make any final modifications to the contract documents.
    l. Participate in 3x1 meetings between City Staff and Councilmembers.
    m. Provide design team representation at the City Council meeting in which the project will be considered, in order to answer questions from Councilmembers.

Total fee for this task: CMT proposes to perform these services hourly based on the "cost plus fixed fee" compensation format, until an overall cost of **$95,200** has been incurred, at which point an additional contract agreement shall be negotiated before further services are provided.

2. **Construction Phase Services –** We understand that the City is requesting periodic engineering support from CMT to supplement the construction administration of the project by City staff. Such support shall be provided on an "as needed" basis and may include the following scope items noted below:
    a. Provide the City with an open line of communication between the design team and City field staff to facilitate a smooth transition between design and construction teams.
    b. Provide design assistance to City staff for unforeseen conflicts which arise with unknown underground utilities and vaults where the design team and City were unable to uncover everything due to insufficient or incomplete record documents.
    c. Provide structural engineering and architectural design assistance to the City for the underground vaults and building facades. The design team and City staff were unable to investigate every detail due to lack of cooperation from some property owners and due to insufficient or incomplete record documents.
    d. Provide communication assistance to the City to continue ongoing relationships that were established during the design phase between CMT and the property owners / tenants / stakeholders to allow for continuity between the design and construction teams.
    e. Provide assistance to the City during the shop drawing review process, specifically for custom streetscape design features which are not typical City or IDOT standards.
    f. Engage the services of Massie, Massie & Associates to assist CMT and the City during construction on an as-needed basis.
    g. Assist the City with providing Supplemental Instructions or clarifications in response to Contractor Requests for Information that City staff are unable to provide themselves.

    Total fee for this task: CMT proposes to perform these services hourly based on the "cost plus fixed fee" compensation format, until an overall cost of **$100,000** has been incurred, at which point an additional contract agreement shall be negotiated before further services are provided. An estimate of man hours and direct costs for the construction phase services is enclosed with this proposal, but actual effort and costs will be determined by the exact services which are requested by the City.

ADDITIONAL PROJECT SPECIFIC ASSUMPTIONS

1. It is understood that in order to maximize the services that can be provided by CMT within the limited Construction Phase Services fee allowance, City Staff will be predominantly responsible for the various administrative and site observation aspects of the North Main construction project. The City will only consult with CMT when unable to resolve issues without the assistance of the Design Team.

2. CMT will provide limited support related to establishing easements at properties impacted by vault remediation and/or lead service line replacement. However, preparation of the legal easement documents and any necessary negotiation with property owners will be performed by the City. Compensation to CMT for any needed assistance with easements will not be billed as part of this project but will instead be billed from the remaining fee for the "North Main Streetscape" (PO #20240616-00).

CRAWFORD, MURPHY & TILLY, INC.

Mike Sewell, PE, LEED AP
Project Manager

CITY OF BLOOMINGTON, IL
ADDITIONAL SERVICES - FEE SUMMARY
PHASE 1 - MAIN STREET & NORTH MAIN PLAZA DESIGN

TOTAL DIRECT LABOR	$	59,157.10
OVERHEAD (1.7076)	$	101,016.67
FIXED FEE	$	20,021.72
TOTAL DIRECT COSTS	$	15,000.00
TOTAL COMPENSATION	**$**	**195,200.00**

GENERAL NOTES:

1. This proposal assumes the construction phase will be complete in 2027.
2. A detailed scope of services and man-hour estimate is attached.
3. A copy of all direct cost proposals by sub-consultants is attached.

PHASE 1 - ADDITIONAL SERVICES - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Senior Structural Engineer I	Sr Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
	Total Hourly Rate	$102.31	$83.72	$65.99	$62.59	$66.87	$47.22	$48.05	$36.75	$53.60	$38.23	$30.94	$24.79	
1	**NEGOTIATION/VALUE ENGINEERING**													
				233		3	41	141	102					519
2	**CONSTRUCTION PHASE SERVICES**													
	Project Management		4	24										28
	Construction Design Assistance		8	200		40	80	140	60					528
														0
TOTAL MANHOURS		0	12	457	0	43	121	281	162	0	0	0	0	556
TOTAL COST		**$0.00**	**$1,004.64**	**$30,125.68**	**$0.00**	**$2,875.46**	**$5,713.92**	**$13,501.73**	**$5,935.67**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$59,157.10**

ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

PHASE 1 - ADDITIONAL SERVICES

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
2	**CONSTRUCTION PHASE SERVICES**		
	A. TRAVEL		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Negotiation/Value Engineering Contract		$10,000.00
	2. MMA - Allowance for Construction Design Assistance		$5,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$15,000.00**
	ITEM TOTAL:	**$0.00**	**$15,000.00**
	PROJECT - TOTAL DIRECT COSTS:		**$15,000.00**

MMA

Amendment to Professional Service Agreement
June 25, 2025

BACKGROUND

On April 24, 2024 a sub-consultant agreement for professional services was approved by Crawford, Murphy & Tilly, Inc. (CMT) to allow Massie Massie + Associates (MMA) to provide landscape architecture services for the project known as North Main Street Project as part of Downtown for Everyone Program.

Design and bidding phase services were performed over the course of one year and bids for the project were received on April 28, 2025. Unfortunately, the sole bidder's proposal was much higher than estimated. A negotiation and redesign effort by the team began in hopes of presenting a viable project to the City for approval.

An outline of the additional scope of services and the fees associated with these services are listed below for review and approval.

SCOPE OF ADDITIONAL SERVICES

MMA has provided the following negotiation and redesign services:

- Participated in a bid evaluation meeting with CMT to identify potential items to be modified or eliminated from the project
- Determined approximate cost reductions related to project scope revisions
- Participated in a negotiation meeting with the City, CMT, and Stark (bidder/contractor)
- Prepared multiple redesign options for the North Main Plaza Amphitheater and presented plans and material recommendations to the City for feedback
- Revised the project plans and special provisions and documented all changes related to the scope reduction items and redesign of the North Main Plaza Amphitheater
- Coordinated with CMT and the City throughout the negotiation and redesign efforts

FEES FOR ADDITIONAL SERVICES

MMA proposes to provide the negotiation and redesign services listed above for a lump sum amount of **$10,000.00.** These additional design services added to the original contract amount of $96,000 result in a total fee of $106,000.

As the project moves forward, MMA proposes that all construction phases services be billed at our hourly rate schedule. The fee for these services would be in addition to the total project fee listed above.

MassieMassie+Associates
Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

ACCEPTANCE OF AMENDMENT

If agreeable to the above-stated additional services, this Addendum dated June 25, 2025, is hereby made part of the original contract dated April 24, 2024.

Client Michael Sewell	Consultant
Position: Project Manager, CMT	Position: President, MMA
Date: 7/08/25	date: June 25, 2025

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 6, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Roger Driskell
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be $94,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 170.76% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AMENDMENT TO A PRIOR AGREEMENT FOR PROFESSIONAL SERVICES, IN THE AMOUNT OF $14,500, AND A NEW AGREEMENT FOR ADDITIONAL PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED $32,000, BOTH WITH CRAWFORD, MURPHY & TILLY, INC., FOR LEAD SERVICE LINE REPLACEMENT WITHIN THE STREETSCAPE PROJECT

WHEREAS, subject to the provisions of the City Code, City staff are recommending approving an amendment to a prior agreement for professional services, in the amount of $14,500 (Exhibit A), and a new agreement for additional professional services, in an amount not to exceed $32,000 (Exhibit B), both with Crawford, Murphy & Tilly, Inc., (CMT) for lead service line replacement within the streetscape project; and

WHEREAS, on October 14, 2024, Council approved Resolution No. 2024 – 052, which approved an agreement with CMT for engineering design services associated with the Lead Service Replacement Project on Main Street from Locus Street to Jefferson Street, in an amount not to exceed $70,000; and

WHEREAS, CMT was asked to assist in additional tasks associated with the bidding phase services and value engineering services. As a result, the not-to-exceed amount of the 2024 agreement must be increased from $70,000 to $84,500 (a total of $14,500); and

WHEREAS, the new agreement consists of construction services (back-office support and on-site services) for the Downtown Streetscape Project in an amount not to exceed $32,000; and

WHEREAS, the City Council finds it in the best interest of the City to approve an Amendment to the prior Agreement and the new 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 both the Amendment to the prior Agreement and the new Agreement and any other necessary documents.

PASSED this 14th day of July 2025.

APPROVED this ___ day of July 2025.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

June 23, 2025

Mr. Ed Andrews, P.E.
Water Department Director
City of Bloomington
603 W. Division Street
Bloomington, Illinois 61701

RE: Lead Service Line Replacement Project (Main St from Locust St to Jefferson St)
Proposal for Bidding Phase and Value Engineering Services

Dear Mr. Andrews:

Crawford, Murphy & Tilly was pleased to be able to assist the City with the bidding phase, value engineering phase services, as outlined in Exhibit A.

To account for these services, we request that the not-to-exceed amount of the engineering agreement (dated October 15, 2025) be increased from $70,000 to $84,500.

We appreciate the opportunity to provide engineering services for the City of Bloomington and look forward to working with you and your staff on this project. Upon your review and concurrence, please sign below to indicate your authorization of the increase in upper limit for the project.

Sincerely,
Crawford, Murphy & Tilly

Scott DeSplinter, PE
Water Group Manager

Authorized by City of Bloomington

Name:_____
Title:_____

EXHIBIT A
City of Bloomington, Illinois

Lead Service Line Replacement Project
Main Street (Locust Street to Jefferson Street)
(AMENDMENT)

SCOPE OF SERVICES

The **Scope of Services Bidding and Value Engineering Phase Services** shall consist of the following tasks:

a. Bidding Phase Services

   a. Address Bidder Questions
   b. Prepare and Issue Addenda as Required.
   c. Record Bids and Prepare/Distribute Bid Tabulation.
   d. Evaluate Bidding Unit Prices

b. Value Engineering Services

   a. Meet with City Staff to review the bids and develop a list of potential scope reductions.
   b. Internal project review meeting to discuss contractor value suggestions.
   c. Revised construction documents to reflect the value engineered project scope.
   d. Meet with City Staff to review the updated documents
   e. Complete final updates and send to the selected contractor for revised bidding proposal.

Additional Services not included in the Scope of Services

- Construction Phase Services

END OF DOCUMENT

2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Bloomington, whose address is 115 E Washington St Suite 103, Bloomington, IL 61701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 203 Harrison Street, Peoria, Illinois 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Construction Phase Engineering Services for Lead Service Line Replacement Project (Main Street from Locust Street to Jefferson Street) in accordance with the Scope of Services described in Exhibit A. Attached to and incorporated with this Agreement is a Standard Schedule of Hourly Charges (Exhibit B).

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☐ At the lump sum amount of $_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

ENGINEER shall provide professional engineering services in general conformance with the Scope of Services (**Exhibit A**). The cost for professional engineering services shall not exceed **$32,000.00** without additional authorization from the **CLIENT**.

Design Engineering Services are anticipated to require a period of 1 month to complete.

The CLIENT and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer any part of his interest in this AGREEMENT without the written consent of the other party hereto. This AGREEMENT, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This AGREEMENT is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2025.

CLIENT:	**ENGINEER:**
_____	**CRAWFORD, MURPHY & TILLY, INC.**
(Client Name)	
_____	Scott L. DeSplinter
(Signature)	(Signature)
_____	**Scott L. DeSplinter, P.E. CFM** **Water Resources Group Manager**
(Name and Title)	(Name and Title)
_____	**May 23, 2025**
Date	Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

EXHIBIT A
City of Bloomington, Illinois

Lead Service Line Replacement Project
Main Street (Locust Street to Jefferson Street)

CONSTRUCTION PHASE - SCOPE OF SERVICES

Construction Engineering Services include items as shown in the anticipated scope of work presented below for the watermain and water service line installation. Note that these services consist of two parts – Construction Administration (Office and On-Site activities by office personnel) and On-Site Observation (Resident Engineering). The Construction Engineering Services have been estimated based upon a construction contract time of 30 days (onsite) for the watermain and water service work.

CONSTRUCTION ADMINISTRATION (OFFICE)

1. Shop Drawing Review

Shop drawings will be submitted for review.

2. Responding to Requests for Information and Changes During Construction (Change Orders, Field Orders)

This item includes design interpretation, addressing contractor questions in the field, preparing change or field orders to address changes in the work, etc. The effort associated with this item is dependent upon many factors, including items that may arise during construction that could not have been known during design. CMT has budgeted time to address such items based upon past experience on related or similar projects.

3. Project Correspondence

CMT will maintain correspondence during construction with the contractor, subcontractors, material and equipment suppliers, and the city staff. This will be critical to determine when on-site services will be required. Assist with obtaining the IEPA operating permit for the watermain.

4. Project Record Documents

CMT will obtain the marked up contract drawings (note: marking up the drawings to reflect actual construction is the responsibility of the contractor) and transfer the information to the original CAD files to create a set of As-Built Drawings for COB.

CONSTRUCTION OBSERVATION (ON-SITE)

1. Pre-Construction Meeting

CMT will attend a pre-construction meeting with the contractor and subcontractors following the award of the contract and prepare minutes.

2. Part-Time On-Site Observation

CMT will provide limited on-site observation of the watermain/water service line work. On-site observation was based upon approximately 4 hours per day for a 1-month construction schedule (80 hours).

3. Attend Watermain Testing Activities

CMT will attend pressure and disinfection testing of the watermain. It is anticipated that the contractor will test the watermain in 5 different segments.

4. Prepare Substantial Completion Punch List

CMT will visit the site once substantial completion is reached to prepare a punch list for the watermain and water service line work.

Assumptions:

- 1-month construction schedule
- No construction staking/surveying will be required.

END OF DOCUMENT.

EXHIBIT B
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2025

Classification	Regular Rate
Senior Principal 2	$ 350
Senior Principal	$ 325
Principal	$ 310
Senior Specialty Engineer 2 Senior Structural Engineer 2 Senior Planner 2 Senior Specialty Professional 2 Senior Civil Engineer 2	$ 290
Senior Environmental Scientist 2 Project Manager Senior Architect 2 Senior Structural Engineer	$ 250
Senior Civil Engineer Senior Environmental Scientist Senior Specialty Professional	$ 235
Senior Administrative Specialist Senior Technician 2	$ 200
Senior Technician	$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer	$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	$ 180
Administrative Specialist Specialty Professional Planner Project Technician	$ 160
Architect	$ 150
Environmental Scientist Technician	$ 135
Admin/ Admin Coordinator	$ 110

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

ORDINANCE NO. 2025 – ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF $10,301,270.75 FOR THE GENERAL FUND, $12,300,873.25 FOR THE CAPITAL IMPROVEMENT FUND, AND $264,236.37 FOR THE SANITARY SEWER FUND

WHEREAS, on April 14, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, a Budget Amendment is needed amending the FY 2026 Budget, in the Amount of $10,301,270.75, for the General Fund, $12,300,873.25 for the Capital Improvement Fund, and $264,236.37 for the Sanitary Sewer Fund for Resolutions No. 2025 - ___, 2025 - ___, 2025 - ___, and 2025 - ___ related to the Construction of the North Main Street Streetscape Project, as requested by the Administration, Engineering, Water, and Finance Departments.

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

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

SECTION 2. Ordinance No. 2025-029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and amounts presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2025-029 shall remain in full force and effect.

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

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

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

PASSED this 14th day of July 2025.

APPROVED this ____ day of July 2025.

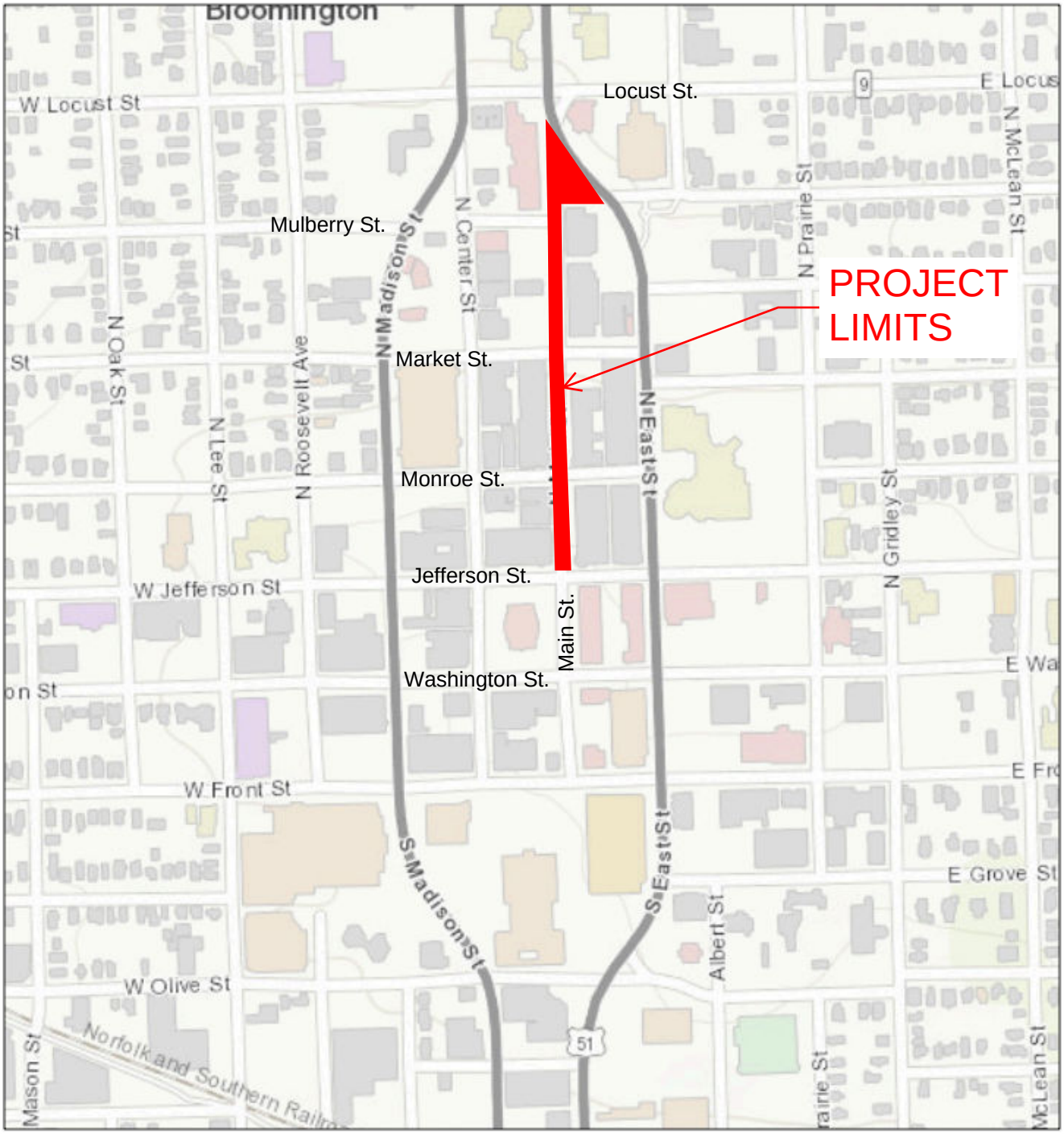
CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

FY 2026 Budget Amendment-Exhibit A

Account #	Fund	Account Description		Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	$	(10,301,270.75)
10019180-89410	General	General Fund Transfer-To Capital Improvement Fund	$	10,301,270.75
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	$	(10,301,270.75)
40100100-70051	Capital Improvement	Capital Improvement-Architectural & Engineering Services for Capital	$	195,200.00
40100100-72620	Capital Improvement	Capital Improvement-Other Capital Improvement	$	550,000.00
40100100-72620	Capital Improvement	Capital Improvement-Other Capital Improvement	$	11,555,673.25
40100100-53120	Capital Improvement	State Grant	$	(1,999,602.50)
51101100-40000	Sanitary Sewer	Use of Fund Balance	$	(264,239.37)
51101100-72550	Sanitary Sewer	Sewer Construction & Improvement	$	264,239.37
		Net Transaction:	**$**	**-**

North Main Street Project Limits



April 2, 2024

1:6,847

0 245 490 980 ft

0 70 140 280 m

McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA