



**City of Bloomington
City Council
Regular Session Meeting
August 25, 2025**



Components of the City Council Agenda

Recognition and Proclamation

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

Public Hearing

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

Public Comment

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a City Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

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

Regular Agenda

All items that provide the City Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

Mayor and Council

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven,
Inclusive

Strategic Plan Goals

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



**City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701**

- 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 in Recognition of Justin Boyd, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Hearings**
- 7. Public Comment**

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

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

 - A. Consideration and Action to Approve the Minutes of the July 28, 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 \$12,090,565.93, 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 Three (3) 2026HV507 SFA Dump Trucks for the Public Works Department, from Rush Truck Centers, in the Amount of \$826,240.80; and (2) to Declare the Replaced Units as Surplus and Granting Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department.** (Recommended Motion: The proposed Resolution be approved.)
 - D. Consideration and Action on a Resolution (1) Approving the Purchase of**

One F350 Service Body Truck (Unit R09) from Morrow Brothers Ford, in the Amount of \$85,756; and (2) Authorization to Declare the Replaced Units as Surplus and Granting Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

- E. **Consideration and Action on a Resolution Waiving the Technical Bidding Requirements, Accepting a Quote, and Approving the Purchase of One PVI 400-Gallon Turbopower® Gas Water Heater, in the Amount of \$69,967.06, as requested by the Public Works Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Approving a Unit Price Agreement with Mississippi Lime Company, LLC, for the Purchase of Water Chemicals in Fiscal Years (FY) 2026 and 2027, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving a 3-Year Agreement with Dr. Emily Barker, to Provide Mental Health Education to the Police Department, in the Amount of \$120,000, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Waiving the Technical Bidding Requirements and Approving an Agreement with OnSolve, Inc., for the Purchase of CodeRed (Reverse 911) System, in the Amount of \$11,897.18, and Up to an Additional Four Annual Renewals with an Annual Increase of 5%, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving an Agreement with Hoerr Construction, Inc., for Fiscal Years 2026, 2027, and 2028 Sewer Rehabilitation and CCTV Inspection Program (Bid #2026-05), in the Amount of \$6,545,416.20, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on (1) a Resolution Approving a Construction Engineering Services Agreement for Hamilton Road Phase 2 for Motor Fuel Tax ("MFT") Funds, with Hutchison Engineering Inc. ("Hutchison"), in the Amount Not to Exceed \$1,596,181, and (2) an Illinois Department of Transportation ("IDOT") Resolution for Improvement Under the Illinois Highway Code, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolutions be approved.)
- K. **Consideration and Action on an Ordinance Providing for the Closing of Norfolk Southern Railway Crossings at Western Avenue and Roosevelt Avenue, as requested by the Engineering Department.** (Recommended Motion: The proposed Ordinance be approved.)
- L. **Consideration and Action on an Ordinance Approving an Illinois**

Department of Transportation Land Acquisition Offer, in the Amount of \$9,500 (PIN 21-04-382-018), as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)

- M. **Consideration and Action on an Ordinance Approving the Vacation and Dedication of Public Utility Easements on Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- N. **Consideration and Action on an Ordinance Approving the Preliminary Planned Unit Development Plan for Stoneridge Square PUD, for the Property Commonly Known as 2701 Fox Creek Road (PIN: 21-18-153-009), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- O. **Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 5, Parcel Deletions/Additions, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.)

9. Regular Agenda

- A. **Presentation and Discussion on Water Quality Updates, as requested by the Water Department.** (Recommended Motion: None; Presentation Only.) (Presentation by Ed Andrews, Water Department Director, 10 minutes; and City Council Discussion, 10 minutes.)
- B. **Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department.** (Recommended Motion: The Item be postponed until the September 8, 2025 Council meeting to allow staff additional time to provide information to Council.) (Presentation by Kelly Pfeifer, Development Service Director, & Alissa Pemberton, Planning Manager, 10 minutes; and City Council Discussion, 15 minutes.)
- C. **Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department.** (Recommended Motion: The Item be postponed until the September 8, 2025 Council meeting to allow staff additional time to provide information to Council.) (Presentation by Kelly Pfeifer, Development Service Director, & Alissa Pemberton, Planning Manager, 10 minutes; and City Council Discussion, 15 minutes.)
- D. **Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of**

\$154,740 for the Capital Improvement Fund, to utilize reserves; and (2) a Resolution Authorizing the Approval of the Agreement with Kluber, Inc., DBA Kluber Architects & Engineers, for the Public Works Morrissey Facility Conceptual Plan (RFQ #2025-36), in an Amount Not to Exceed \$154,740, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
(Presentation by Sue McLaughlin, Deputy City Manager, 10 minutes; and City Council Discussion, 10 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



Recognition/Appointments Item No. 5.A.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Proclamation in Recognition of Justin Boyd, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

Attachments:

1. Proclamation - Justin Boyd

Proclamation
In Recognition of Justin Boyd

WHEREAS, Justin Boyd was first appointed to the City of Bloomington Planning Commission in 2016; and

WHEREAS, He has been an integral part of the Commission, and active participant, devoting his time reviewing and advising on City business related to planning, zoning, and development since his appointment; and

WHEREAS, He has served as Chair of the Planning Commission for the past two years, committing countless hours ensuring smooth and productive meetings that benefit all City of Bloomington residents; and

WHEREAS, Justin Boyd has served for a total of nine years on the Planning Commission, showing true dedication and service to the people of Bloomington.

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim and recognize Justin Boyd for his exemplary service and commitment to the betterment of the City of Bloomington and its citizens.



Dan Brady
Mayor



Leslie Yocum
City Clerk



Consent Agenda Item No. 8.A.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the July 28, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Plan:

Goal 1: Financially Sound City Providing Quality Basic Services

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

Attachments:

1. DRAFT 07-28-2025 Council Minutes



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JULY 28, 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	Present
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	Present

Public Hearing

Item 6.A. Public Hearing on an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, Consisting of Approximately 74.5 acres (PIN: 21-20-200-003), as requested by the Development Services Department.

Mayor Brady opened the Public Hearing at 6:01 P.M.

Development Services Director, Kelly Pfeifer, explained that the public hearing concerned an annexation agreement for land at Lutz Road and Morris Drive with the intent to allow multi-family development on the north side. She explained that the developments could be served by City water and sewer, and that a solar farm was proposed on the south side. She noted that the agreement included standard fees and no waivers only delays related to development.

Mayor Brady asked if anyone from the public wished to testify. No one came forward.

Director Pfeifer noted that the Developer was present at the meeting should Council have questions. Council did not ask any questions.

Mayor Brady closed the Public Hearing at 6:04 P.M.

Public Comment

Mayor Brady read a public comment statement of procedure. No emailed public comment was received. Thomas Whalen and Daniel Taylor spoke in-person. William Gustavson registered to speak, but was not present at the meeting when called to speak.

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 Kearns, to approve the Consent Agenda as presented with the exception of Items 8.K. and 8.L.

Item 8.A. Consideration and Action to Approve the Minutes of the June 23, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$11,854,033.82, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on a Resolution Approving 1) the Purchase of one Vactor Truck for the Public Works Department, from COE Equipment, Inc., in the Net Amount of \$499,953.51; and 2) the Authorization to Dispose of a 2016 Kenworth T440 Truck (Unit S41) as a Trade-In Valued at \$85,293.08, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 137

A RESOLUTION APPROVING 1) THE PURCHASE OF ONE VACTOR TRUCK FOR THE PUBLIC WORKS DEPARTMENT, FROM COE EQUIPMENT, INC., IN THE NET AMOUNT OF \$499,953.51; AND 2) THE AUTHORIZATION TO DISPOSE OF A 2016 KENWORTH T440 TRUCK (UNIT S41) AS A TRADE-IN VALUED AT \$85,293.08

Item 8.D. Consideration and Action on a Resolution Approving (1) the Purchase of Two Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment, in the Amount of \$ 347,868; (2) the Purchase of Two Crane Carrier Model LDT2 2026 chassis from Alltrux Holding, in the Amount of \$415,367.92; and (3) Authorization to Trade in Two Crane Carrier LGT2-26 2020 Automated Collection Trucks that are Surplus for a Credit of \$145,000 for a Total Cost of \$763,235.92 for Two Complete Automated Collection Trucks, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 138

RESOLUTION APPROVING (1) THE PURCHASE OF TWO LABRIE EXPERT (T) 2000 HELPING HAND SINGLE ARM AUTOMATED SIDE LOADER BODIES FROM KEY EQUIPMENT, IN THE AMOUNT OF \$ 347,868; (2) THE PURCHASE OF TWO CRANE CARRIER MODEL LDT2 2026 CHASSIS FROM ALLTRUX HOLDING, IN THE AMOUNT OF \$415,367.92; AND (3) AUTHORIZATION TO TRADE IN TWO CRANE CARRIER LGT2-26 2020 AUTOMATED COLLECTION TRUCKS THAT ARE SURPLUS FOR A CREDIT OF \$145,000 FOR A TOTAL COST OF \$763,235.92 FOR TWO COMPLETE AUTOMATED COLLECTION TRUCKS

Item 8.E. Consideration and Action on a Resolution Approving the Purchase of Three Police Interceptor Utility Vehicles (Bid #2025-06), from Terry's Ford, for the Police Department, in the Amount of \$137,475, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 139

**A RESOLUTION APPROVING THE PURCHASE OF THREE POLICE INTERCEPTOR
UTILITY VEHICLES (BID #2025-06), FROM TERRY'S FORD, FOR THE POLICE
DEPARTMENT, IN THE AMOUNT OF \$137,475**

Item 8.F. Consideration and Action on a Resolution Approving a Contract with Spheros Environmental Parent Group, Inc., for Cyanotoxin Management and Response Plan, in the Amount of \$74,500, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 140

**A RESOLUTION APPROVING A CONTRACT WITH SPHEROS ENVIRONMENTAL
PARENT GROUP, INC., FOR CYANOTOXIN MANAGEMENT AND RESPONSE PLAN, IN
THE AMOUNT OF \$74,500**

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

RESOLUTION NO. 2025 – 141

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

Item 8.H. Consideration and Action on an Ordinance Approving a Zoning Map Amendment to the R-2 (Mixed Residence) District, for the Property Located at 804 N. Clinton Street (PIN: 21-04-232-013), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 046

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO THE R-2 (MIXED
RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 804 N. CLINTON STREET
(PIN: 21-04-232-013)**

Item 8.I. Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for The Daily Pantagraph Building and the Property at 301 W. Washington Street, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 047

**AN ORDINANCE DESIGNATING A LOCAL LANDMARK, AND APPROVING A ZONING
MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY,
FOR THE DAILY PANTAGRAPH BUILDING AND THE PROPERTY AT 301 W.
WASHINGTON STREET (PIN: 21-04-331-009)**

Item 8.J. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Transitional Yard Clarification, Vehicle Fueling, Automobile Services Station, and Vehicle Repair and Service Permissions and Provisions; Prior Omission of Assisted-Living Facilities Permission; and Administrative Procedures, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 048

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO TRANSITIONAL YARD CLARIFICATION, VEHICLE FUELING, AUTOMOBILE SERVICES STATION, AND VEHICLE REPAIR AND SERVICE PERMISSIONS AND PROVISIONS; PRIOR OMISSION OF ASSISTED-LIVING FACILITIES PERMISSION; AND ADMINISTRATIVE PROCEDURES

Item 8.K. was pulled from the Consent Agenda by Council Member Montney.

Item 8.L. was pulled from the Consent Agenda by Council Member Montney.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

The following Items were pulled from the Consent Agenda by Council Member Montney:

Item 8.K. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.L. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

Council Member Montney discussed both Items 8.K. and 8.L. together and explained in depth why she had pulled them from the Consent Agenda. She expressed concern about the number of zoning changes being approved without discussion and, ultimately, suggested tabling the Items for a more extensive discussion in August as she believed the changes could significantly impact many neighborhoods.

Council Member Montney motioned, seconded by Council Member Lee, that Items 8.K and 8.L. be tabled to the August 18th meeting for further discussion.

Council Member Hendricks noted that he believed the requested changes were minor.

Director Pfeifer explained that the proposed zoning code changes aimed to resolve inconsistencies between building heights and stories, improving predictability and buildability. She noted that some changes were needed to allow development, which was significant, and that other edits were minor.

Council Member Ward asked if the date selected to reconsider the Item would cause any issues. Director Pfeifer stated that there were four development projects that would be affected by the changes and that, while a few weeks would not significantly delay projects, she would be concerned if the changes were postponed longer.

Council Member Ward called a Point of Order. She stated that August 18th was a Committee of the Whole and, therefore, the Items could not be voted on at the meeting selected. She recommended a voting meeting date be chosen.

Council Member Montney again discussed in detail the importance of thoroughly reviewing the proposed changes due to their significant impact on various neighborhoods.

Council Member Scott confirmed with Director Pfeifer that both Items had passed the Planning Commission unanimously.

Council Member Montney and Director Pfeifer discussed procedural responsibilities.

Council Member Mosley and Chris Spanos, Corporation Counsel, discussed the requirements to postpone an item.

Council Member Montney stated that she was willing to amend her motion to table the Items until the next voting meeting or the meeting following a planned in-depth discussion on zoning.

Council Member Montney amended her motion, seconded by Council Member Lee, to postpone Items 8.K. and 8.L. to the August 25th Council meeting following discussion at the next Committee of the Whole meeting.

Mayor Brady directed the Clerk to call roll:

AYES: Mosley, Montney, Straza, Lee, Brady

NAYES: Kearns, Hendricks, Ward, Scott

Motion carried.

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, PIN: 21-20-200-003; and (2) an Ordinance Annexing Property Commonly Known as 502 Lutz Road, Containing 74.5 Acres, More or Less, Approving Zoning Map Amendments for Said Property to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, PIN: 21-20-200-003, as requested by the Development Services Department.

Jeff Jurgens, City Manager, noted this Item was related to the Public Hearing.

Director Pfeifer clarified that Council was being asked to consider the annexation agreement, the petition, and the zoning map amendment for the Lutz Road property. She noted that both the annexation agreement and zoning map amendment were presented with unanimous recommendation from the Planning Commission, and that, if approved, the property would be immediately annexed.

Council had no questions or comments.

Council Member Hendricks amended her 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, Scott

Motion carried.

RESOLUTION NO. 2025 – 136

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH KIESER FARMS,
FOR PROPERTY COMMONLY KNOWN AS 502 LUTZ ROAD, PIN: 21-20-200-003**

ORDINANCE NO. 2025 – 045

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 502 LUTZ ROAD, CONTAINING 74.5 ACRES, MORE OR LESS, APPROVING ZONING MAP AMENDMENTS FOR SAID PROPERTY TO THE A (AGRICULTURAL) DISTRICT AND R-3A (MULTIPLE-FAMILY RESIDENCE) DISTRICT, PIN: 21-20-200-003

The following Item was presented:

Item 9.B. Consideration and Action on an Ordinance Approving Amendment #1 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal and Amending § 39-1104 of the Bloomington City Code, as requested by the Administration Department.

City Manager Jurgens explained that the proposed amendment to the Intergovernmental Revenue Sharing Agreement would pause the City and the Town of Normal's ("Town") payments to McLean County ("County") for one year, allowing the County to use its \$20 million fund balance to continue operations. He described background on the Item, as well as reasons for the amendment including changes in State law that had increased City revenues and payments. He emphasized that the pause would allow the City to prioritize spending while an audit could be conducted to assess how funds had been used, as well as plan for future needs. He stressed that funding behavioral health remained a high priority for the City.

Council Member Hendricks motioned, seconded by Council Member Scott, to approve the Item as presented.

Council Member Ward expressed concerns about the lack of timely use and transparency of the funds dedicated for behavioral health. She emphasized the importance of ensuring that funds not contributed to the County still be used exclusively for behavioral health initiatives and not diverted to other purposes. She proposed a friendly amendment to the motion on the floor including amending the proposed Ordinance that reads *"while this suspension is in effect, the City Council shall determine the use of the net proceeds"* with *"During the suspension period, the City agrees to use the pledged revenues normally required under Article II of the Agreement, exclusively for Community Behavioral Health Initiatives, Services and Programs consistent with the McLean County Mental Health Action Plan 2022 Update and any updates including programs explicitly designed to address behavioral health by providing supportive housing, improving access to behavioral health services in underserved neighborhoods or reducing environmental stressors."*

Council Member Hendricks motioned, seconded by Council Member Scott, to amend the original motion to include the friendly amendment.

Council Member Mosley and City Manager Jurgens discussed whether the \$20 million fund balance included accrued interest and if that interest stayed in the fund. City Manager Jurgens responded that he did not know the exact amount of interest but believed that, according to legal requirements, any interest earned would remain in the fund and be used for its designated purposes.

Council Member Lee emphasized that the upcoming audit would need to provide clarity on fund usage, including interest, and highlighted the importance of regular reviews and transparency for long-term agreements like the intergovernmental revenue sharing agreement.

Council Member Montney emphasized the complexity of funding and policy decisions highlighting the need to strategically evaluate how funds were allocated between overhead and direct services. She supported the idea of periodic reviews and stressed the importance of learning from past experiences.

Council Member Scott motioned, seconded by Council Member Hendricks, to extend Council Discussion time by 10 minutes.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Council Member Scott shared a personal tragedy, underscoring the importance of behavioral health initiatives. She expressed support continuing during the funding pause. She viewed the pause as an opportunity for the City, County, and Town to regroup and work together to better address community needs.

Council Members Montney and Ward discussed wording for the amendment.

Council Member Montney asked about how the amendment might affect City finances and whether there should be flexibility for future changes. City Manager Jurgens explained that Council would still decide how to spend the money and could revisit or adjust priorities as new needs or challenges arose.

Council Member Kearns noted many unknowns including recent federal actions pointing out how they could affect how the City addressed behavioral health and housing issues. She stressed the importance of being prepared for future changes.

Council Member Mosley shared that he supported the amendment as stated by Council Member Ward emphasizing that the funds should remain dedicated to mental health initiatives, but also suggested Council could revisit how the money is used after the audit.

Mayor Brady confirmed with City Manager Jurgens procedure for fund approvals.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2025 – 051

AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL AND AMENDING § 39-1104 OF THE BLOOMINGTON CITY CODE

The following Item was presented:

Item 9.C. Consideration and Action on an Ordinance Approving Amendment #2 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal, as requested by the Administration Department.

City Manager Jurgens stated that he had covered all his comments regarding the Item in the previous Item and welcomed additional comments from Council.

Council Member Hendricks asked if the City would have a say in the process and scope of the upcoming audit. City Manager Jurgens replied that while the County would issue a Request for Proposal (“RFP”) for a third-party auditor, he expected that the City would have input on details of the audit. He stated that he would report back to Council as the process progressed.

Council Member Ward motioned, seconded by Council Member Hendricks, to approve the Item as presented.

Council Member Lee confirmed the potential timeline for the audit with City Manager Jurgens. City Manager Jurgens stated he would contact the County to confirm a timeline.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2025 – 049

AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL

The following Item was presented:

Item 9.D. Consideration and Action on an Ordinance Addressing Temporary Parking Needs Including Authorizing the City Manager to Execute Short-Term Agreements for Temporary Parking, to Adjust Downtown Parking Rates, and to Temporarily Modify On-Street Parking Regulations, as requested by the Administration Department.

City Manager Jurgens presented a plan to address temporary Downtown parking shortages caused by redevelopment and the closure of the Market Street garage. He explained that the City would expand on-street parking, reduce or waive parking fees at certain lots, and lease additional spaces from private owners to provide more options for businesses and visitors. He stated that the proposed Ordinance would give him, as City Manager, authority to execute short-term parking agreements, adjust parking rates, and temporarily modify on-street parking regulations to meet community needs.

Council Member Montney confirmed with City Manager Jurgens that no set dollar amount had been requested for agreements and expressed concern with approving without a cap. She inquired about the anticipated total cost of the agreements. Billy Tyus, Senior Deputy City Manager, was hesitant to specify a dollar amount as they were currently in negotiations. City Manager Jurgens reminded Council that he currently had authority for up to \$50,000.

Council Member Montney suggested a cap of \$80,000 be included.

Council Member Straza expressed concern that setting a dollar cap publicly could hinder negotiations, but agreed with the importance of being fiscally responsible. He praised City staff for their quick and thoughtful work in developing the new parking plan.

Council Member Hendricks agreed with Council Member Straza. He praised the new parking plan and celebrated it as a positive step for Downtown. He emphasized the importance of addressing parking issues, which he noted was a frequent concern among constituents.

Council Member Hendricks motioned, 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, Scott

Motion carried.

ORDINANCE NO. 2025 – 050

**AN ORDINANCE ADDRESSING TEMPORARY PARKING NEEDS, INCLUDING
AUTHORIZING THE CITY MANAGER TO EXECUTE SHORT-TERM AGREEMENTS FOR
TEMPORARY PARKING, TO ADJUST DOWNTOWN PARKING RATES, AND TO
TEMPORARILY MODIFY ON-STREET PARKING REGULATIONS**

Finance Director's Report

Finance Director Scott Rathbun presented a financial report summarizing the City's Fiscal Year 2025 results. He highlighted positive trends in sales and income tax revenues due to legislative changes, explained budget variances and the City's use of reserves, and reported that reserve balances remained strong despite planned expenditures. Director Rathbun noted that enterprise funds such as water, were performing well and outlined the timeline for finalizing the audit and future financial updates to the Council.

Council Member Ward asked Director Rathbun about the impact of increased online sales on home rule sales tax revenues and whether new developments, like a travel center, affected motor fuel tax collections. Director Rathbun explained that legislative changes had led to significant increases in sales tax revenues and stated that, while he could not disclose data for individual retailers, he planned to provide more detailed information on trends in future reports.

Mayor Brady confirmed with Director Rathbun that revenue from the Fire Department's ambulance service were allocated to the City's general fund.

City Manager's Discussion

City Manager Jurgens acknowledged and thanked staff for their collaborative work on the Downtown Parking Plan. He reported that the City's Continuous Improvement Initiatives were progressing well with staff showing increased engagement. He noted that the site of the collapsed Reconciled Church had been cleaned up and that the Streetscape Project was scheduled to begin in early August.

Mayor's Discussion

Mayor Brady reminded everyone about an upcoming stakeholders meeting. He thanked Council for attending recent community events, and expressed appreciation to staff for their efforts on road and sidewalk projects, as well as for their work during recent high heat days and at community celebrations.

Council Members' Discussion

Council Member Hendricks praised the success of the recent Downtown Pride event, thanked staff for their efforts in managing logistics, and expressed gratitude for being able to speak as an LGBTQ-elected official at the event.

Executive Session

Council Member Hendricks made a motion, seconded by Council Member Straza, to enter into Executive Session per Section 2(c)(11) OF 5 ILCS 120 to discuss pending litigation.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

Council entered into Executive Session at 7:49 P.M.

Adjournment

Council Member Straza made a motion, seconded by Council Member Ward, to return to open session and adjourn the meeting.

Mayor Brady directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 8:20 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 8.B.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$12,090,565.93, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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 \$12,090,565.93 (Payroll total \$3,903,700.94, Accounts Payable total \$8,101,883.56, and Bank Transfers total \$84,981.43).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/8/2025	\$ 2,918,312.01	\$ 648,313.75	\$ 3,566,625.76

Off Cycle Adjustments	\$ 332,542.24	\$ 4,532.94	\$ 337,075.18
PAYROLL TOTAL		\$ 3,903,700.94	

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
8/25/2025	AP General	\$ 7,702,840.07
8/25/2025	AP JMScott	\$ -
8/25/2025	AP Comm Devel	\$ 7,096.58
8/25/2025	AP IHDA	\$ -
8/25/2025	AP Library	\$ 5,403.95
8/25/2025	AP MFT	\$ 40,538.92
8/07/2025-8/14/2025	Out of Cycle AP	\$ 346,004.04
7/06/2025-8/13/2025	AP Bank Transfers	\$ 84,981.43
AP TOTAL		\$ 8,186,864.99

PCARDS

\$ -

PCARD TOTAL	\$ -
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GRAND TOTAL	\$ 12,090,565.93
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 8.C.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Approving the Purchase of Three (3) 2026HV507 SFA Dump Trucks for the Public Works Department, from Rush Truck Centers, in the Amount of \$826,240.80; and (2) to Declare the Replaced Units as Surplus and Granting Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Public Works is requesting approval for the purchase of three (3) 2026HV507 SFA Dump Trucks from Rush Truck Centers, in the amount of \$826,240.80; and authorization to dispose of the three replaced vehicles (with an estimated combined resale value of \$15,000) by public auction. All units will include an extended engine and emission after-treatment warranty for 36 months/100,000 miles.

The first Unit (Unit S28) is for the Public Works Department's ("PW") Street Maintenance Division and is the City's standard 12-yard, single-axle dump truck with an 11-foot snowplow. It will be used for hauling rock, spoil, bulk, and brush; spreading salt; and plowing snow. This unit will feature a new chassis, a new stainless steel dump body, a new salt spreader, and new hydraulics designed for a snowplow application. The replacement unit will cost \$275,413.60 and will be paid via the Street Maintenance budget. The budgeted amount is \$286,000. The replaced unit is a 2014 International 7400 that is 12 years old with 55,734 miles and 6,890 hours. The maintenance cost to date for the unit is \$52,204.68. Recent maintenance areas with this unit have included issues with the hydraulic system, oil pan, engine emission system, DEF system, leaf springs, brakes, tires, air system, engine injectors, joystick control lever, and engine cooling system.

The second Unit (Unit R25) is for PW's Solid Waste Division and is the City's standard 12-yard, single-axle dump truck with an 11-foot snowplow. It will be used for hauling rock, spoil, bulk, and brush; spreading salt; and plowing snow. This Unit will have a new chassis and a new stainless steel dump body with a new salt spreader and new

hydraulics used for a snowplow application. The replacement unit will cost \$275,413.60 and will be paid via the Solid Waste budget. The budgeted amount is \$286,000. The replaced unit is a 2017 International 7400 that is 8 years old with 62,169 miles and 8,189 hours. The maintenance cost to date for the unit is \$67,222.91. Recent maintenance areas with this unit have included issues with the hydraulic system, tires, engine fan, electrical, brakes, emission system, EGR valve, leaf springs, and HVAC system.

The third Unit (Unit R27) is for the PW's Storm Water Management Division is the City's standard 12-yard, single-axle dump truck with an 11-foot snowplow. It will be used for hauling rock, spoil, bulk, and brush; spreading salt; and plowing snow. This Unit will have a new chassis and a new stainless steel dump body with a new salt spreader and new hydraulics used for a snowplow application. The replacement unit will cost \$275,413.60 and will be paid via the Storm Water Management budget. The budgeted amount is \$286,000. The replaced unit is a 2006 International 7400 that is 20 years old with 167,055 miles and 19,784 hours. The maintenance cost to date for the unit is \$202,608.88. Recent maintenance areas with this unit have included issues with the hydraulic system, chassis electrical, tires, transmission cooler lines, brakes, engine sensors, batteries, and engine oil cooler.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase three 2026 International HV507 Trucks with equipment from Rush Truck Centers, in the amount of \$826,240.80, using the State of Illinois Contract (# 24-416-CMS-BOSS-B-41660, exp. 7/31/2027) and dispose of the replaced units by public auction. These units are included in the FY 2026 Budget at \$286,000 each. The new units cost \$275,413.60 each and will be paid by the following departments:

1. Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130), in the amount of \$275,413.60. This can be located in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 301 and "Other Funds & Capital Improvement" on page 100.
2. Solid Waste-Capital Outlay Licensed Vehicle account (54404400-72130), in the amount of \$275,413.60. This can be located in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103 and 167.
3. Storm Water Management-Capital Outlay Licensed Vehicle account (53103100-72130), in the amount of \$275,413.60. This can be located in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103 and 160.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote

RESOLUTION NO. 2025 - ____

A RESOLUTION (1) APPROVING THE PURCHASE OF THREE (3) 2026HV507 SFA DUMP TRUCKS FOR THE PUBLIC WORKS DEPARTMENT, FROM RUSH TRUCK CENTERS, IN THE AMOUNT OF \$826,240.80; AND (2) TO DECLARE THE REPLACED UNITS AS SURPLUS AND GRANTING STAFF THE AUTHORITY TO DISPOSE OF SAID UNITS AT AUCTION

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of three (3) 2026 HV507 SFA Dump Trucks ("PURCHASE"), in the amount of \$826,240.80; and

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

WHEREAS, the Public Works-Solid Waste/Street Maintenance/Storm Water Divisions budgeted for the PURCHASE in FY26; and

WHEREAS, the three (3) International, single axle dump trucks are being declared surplus and will be auctioned, and the resale value is estimated at \$15,000 for all three dump trucks; and

WHEREAS, the dump trucks have reached the end of their useful and recommended life cycles either in years or mileage; and

WHEREAS, the total cost of the PURCHASE is \$826,240.80, including listed options, destination, and delivery fees; and

WHEREAS, the City is utilizing the Illinois State Joint Purchasing Contract 24-416CMS-BOSS-B-41660; and

WHEREAS, the dump trucks are in the FY26 Budget, and 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 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



HV507 SFA

Sales Proposal For:
City of Bloomington

Presented By:
RUSH TRUCK CENTERS

Prepared For:

City of Bloomington
 Rob Krones
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: 2026 HV507

Presented By:

RUSH TRUCK CENTERS
 Christopher S Wilson
 3441 Gatlin Road
 Springfield IL 62707 -
 (217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 40000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 31.37% / 2.80% @ 55 MPH Calc. Geared Speed: 68.6 MPH
DIMENSION:	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

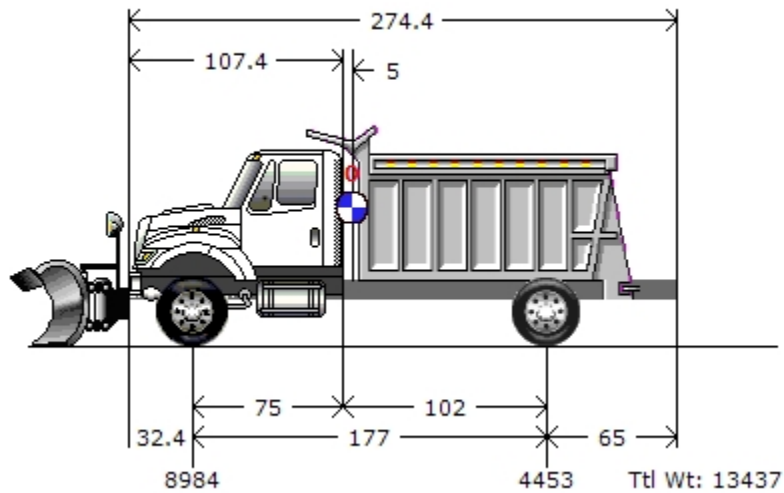
<u>Code</u>	<u>Description</u>
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XCY	BRAKES, REAR {Meritor 16.5X7 Q-PLUS HD} Air S-Cam Type, Cast Spider, Heavy Duty Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 26,000-lb Capacity per Axle
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXE	ALTERNATOR {Leece-Neville AVI160P2012} Brush Type, 12 Volt, 190 Amp Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

<u>Code</u>	<u>Description</u>
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TNP	AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u>
	: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250

<u>Code</u>	<u>Description</u>
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12926	RADIATOR HOSES Silicone; Molded
12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUL	BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

<u>Code</u>	<u>Description</u>
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARZ	AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.14
	<u>Notes</u> : Axle Lead Time is 60 Days
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"

<u>Code</u>	<u>Description</u>
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWJ	WINDSHIELD WIPER BLADES Winter Type
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382158102	(4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
7382158132	(2) TIRE, FRONT 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position
Services Section:	
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40YZG	SRV CONT, EXT CUMMINS ENG/AFTR To 36-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	Koenig Body and Equipment Quote Dated 07/01/2025 Goodyear Tire surcharge



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	32.4	Body Length	(BL)	144	Tractor Front Axle:	7,699
Wheelbase	(WB)	177.00				Tractor Rear Axle:	4,737
Axle to Frame	(AF)	65.00					
Axle to Back Cab	(ABC)	75					
Cab to Axle	(CA)	102					
Usable CA		102					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	8,984
Driver:	0	Total Rear Axle:	4,453
Fuel-Diesel(Lbs):	0	Total Weight:	13,437
DEF(Lbs):	0		
Snow Plow:	1,000		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	Total
Chassis Weight			
Chassis Weight:	7,699	4,737	12,436
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
(Curb Weight):	7,699	4,738	12,437

Loads

Payloads:	0	0	0
Driver:	0	0	0

Accessories

Snow Plow:	1,285	-285	1,000
------------	-------	------	--------------

Axle Totals (Gross Weight): 8,984 4,453 13,437

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	14,000	26,000
Tire(tire capacity)	14,780	29,560
Suspension(suspension capacity)	14,000	31,000
Spring:	0	

Fed Bridge Law (axle spread): 20,000 20,000

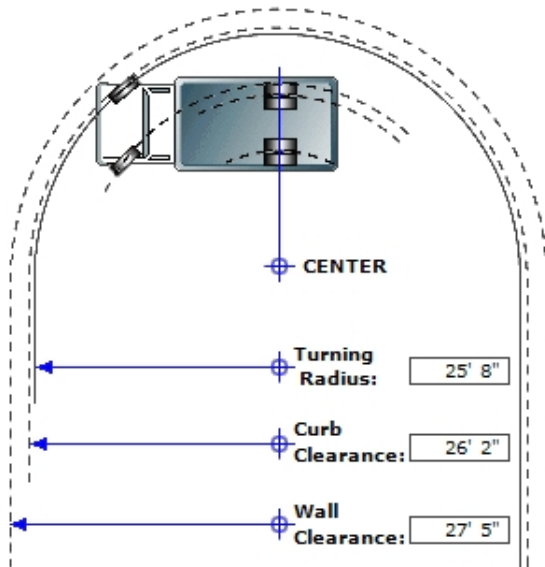
Wheel Combination	Load	Limit
1 - 2	13,437	44,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 40,000 - Gross Vehicle Weight(GVW) 13,437 = 26,563 Reserves

Weight Summary

* Distributed weights are within capacity limits



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2026

Calculation Factors

Wheelbase: 177
Front Axle: 0002ARV
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A}
Wide Track, I-Beam Type, 14,000-lb Capacity
Front Wheel: 0027DUK
Description: WHEELS, FRONT, {Accuride 29169} DISC; 22.5x8.25 Rims,
Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC,
Hub-Piloted, Flanged Nut, with .472" Thick Increased
Capacity Disc and Steel Hubs
Front Tire: 07382158132
Description: TIRES, 12R22.5 Load Range H ENDURANCE RSA
(GOODYEAR), 482 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius StatisticsGeneral Information

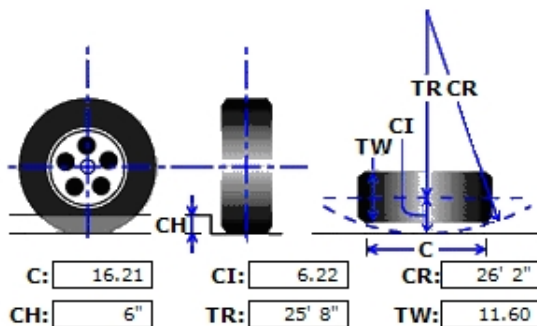
Inside Turn Angle: 45 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 16.21
CI - Curb Clearance Increment: 6.22
CR - Curb Clearance Radius: 26'2"
CH - Curb Height: 6"
TR - Turning Radius: 25'8"
TW - Tire Width: 11.60



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$155,541.00	
Service Items	\$2,310.00	
Total Factory List Price Including Options:		\$157,851.00
Total Goods Purchased:		\$600.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$161,551.00
Less Customer Allowance:		(\$52,164.40)
Total Vehicle Price:		\$109,386.60
Total Body/Allied Equipment:		\$165,854.00
Total Sale Price:		\$275,240.60
Total Per Vehicle Sales Price:		\$275,240.60
Total Net Sales Excluding Taxes:		\$275,240.60
Title and License	\$173.00	
Net Sales Price:		\$275,413.60

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Regional Sales Manager 08/04/2025

Official Title and Date

Christopher S. Wilson

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

State Contract: B-41660 JPMC Joint Purchase
Bid Number: 24-416CMS-BOSS-B-41660



Consent Agenda Item No. 8.D.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Approving the Purchase of One F350 Service Body Truck (Unit R09) from Morrow Brothers Ford, in the Amount of \$85,756; and (2) Authorization to Declare the Replaced Units as Surplus and Granting Staff the Authority to Dispose of Said Units at Auction, as requested by the Public Works Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Public Works is requesting approval for the purchase of one (1) New 2025 Ford F350 Truck with a Service Body from Morrow Brothers Ford, in the amount of \$85,756, using the State of Illinois Joint Purchasing Contract #21-416-P-29479 exp. date 11/5/2026; and the authorization to dispose of the replaced vehicle (with an estimated resale value of \$6,500) by public auction.

The current Unit (R09) is a 2012 Ford F350 with a Service Body and is used by the Solid Waste Division of the Public Works Department. It is 13 years old and has 168,598 miles. The maintenance cost to date is \$18,250.21. It is used for alley maintenance to haul chainsaws, blades, oil, gas, tools, grass seed, and power equipment. In winter, it was used to plow snow. Recent maintenance areas with this unit have included issues with the fuel tank fill neck and sending unit, tires, HVAC system, brakes, cab steps rusted off, steering wheel, and chassis electrical system. The replacement unit will cost \$85,756 and will be paid via the Solid Waste budget.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase one vehicle from Morrow Brothers Ford, in the amount of \$85,756, using the State of Illinois Contract #24-416-P-29479 (exp. 11/5/2026) and dispose of the replaced unit through public auction. The replacement of this unit is budgeted for \$90,480. The unit is budgeted under the Solid Waste-Capital Outlay Licensed Vehicle account (54404400-72130). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103 and 167.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 -

A RESOLUTION (1) APPROVING THE PURCHASE OF ONE F350 SERVICE BODY TRUCK FROM MORROW BROTHERS FORD, IN THE AMOUNT OF \$ 85,756; AND (2) AUTHORIZATION TO DECLARE THE REPLACED UNITS AS AND GRANTING STAFF THE AUTHORITY TO DISPOSE OF SAID UNITS AT AUCTION

WHEREAS, subject to the provisions of the City Code, staff are recommending the purchase of one (1) new 2025 Ford F350 truck with service body (“Purchase”); and

WHEREAS, the total cost of the Purchase is \$85,756, including listed options, destination, and delivery fees; and

WHEREAS, the detailed quote is attached as Exhibit A; and

WHEREAS, the City is utilizing the State of Illinois Joint Purchasing Contract #21-416-P-29479; and

WHEREAS, the Public Works-Solid Waste Division has budgeted for the Purchase in FY (Fiscal Year) 26; and

WHEREAS, a current fleet vehicle, a 2012 Ford F350 with a service body, has reached the end of usefulness and recommended life cycle either in years or mileage; and

WHEREAS, the 2012 Ford F350 is recommended to be declared surplus and auctioned with an estimated resale value of \$6,500; and

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

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

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

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

August 6, 2025

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

We propose the following for your consideration.

1-NEW 2025 FORD F350 Crew Cab 4x4 SRW 8' Bed

To include the following optional equipment:

YZ White Exterior, AS 40/20/40 Vinyl Seating, Vinyl Floor Covering
6.8L V8 Gasoline Engine, 10-Speed H.D. Automatic Transmission
X4M E-Locking Rear Axle, TDX 18" All-Terrain Tires, 47B Plow Prep Pkg.
61N Wheel Well Liners, 43C 120V/400W In Dash Outlet, 2 Keys w/Remotes
Grip Strut Running Boards, Up-Fitter Switches, WeatherTechs, Back-Up Alarm
CM 6 Compartment Service Body, Western 8' 6" V-Plow w/Snow Deflector
4 Corner LED Warning, New M License/Title, Delivery to Bloomington Fleet
CD Service Manual, All standard equipment. IL. Contract 21-416-P-29479

Illinois Government Price \$82,986.00

Option:

Whelen 54" LED Lightbar Add \$2,770.00

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: _____

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



Consent Agenda Item No. 8.E.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Waiving the Technical Bidding Requirements, Accepting a Quote, and Approving the Purchase of One PVI 400-Gallon Turbopower® Gas Water Heater, in the Amount of \$69,967.06, as requested by the Public Works Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

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

Background: The Facilities Division of the Public Works Department is recommending the purchase of one (1) PVI 400-gallon TurboPower® Gas Water Heater. It is available through a nationwide network of independent and regional sales suppliers only. Locally, the Capitol Group Inc. of Bloomington, IL is the Central Illinois regional supplier of PVI Watts Brand products. Units in the field are supported by factory-trained service professionals, as well as a team of highly skilled customer service technicians from their home office. PVI proudly backs its water heaters with the industry's strongest warranties and service policy packages.

PVI Watts Brand is the only ASME-code water heater manufacturer who builds pressure vessels and heat exchangers from duplex stainless steel, [AquaPLEX®](#). Aiding in the proper fabrication of these vessels is their in-house pickle/passivation process. The Arena's two current PVI Watts potable water heaters have lasted 9+ years beyond their initial 10-year warranty through preventative maintenance and annual inspections.

The potable water system that serves the Arena concourse and event space areas was designed and built utilizing two PVI 400-gallon water heaters. Facilities evaluated changing to smaller water heaters that may be cheaper. However, it was found to not be feasible due to the size and the recovery water capacity required to operate the facility. Multiple additional water heaters would have to be piped together to equal the existing capacity. Unfortunately, the mechanical room does not have that additional available space to change to different brands of multiple water heaters. Therefore, it is the staff's recommendation to waive the competitive bidding process, accept the quote, and approve the purchase of a replacement water heater from the local Central Illinois

region supplier, the Capitol Group Inc.

Community Groups/Interested Persons Contacted: Bloomington Bison Hockey Team, Capitol Group, PVI Watts Brand, and A.O. Smith

Financial Impact: If approved, the City will accept the quote from the Capitol Group Inc. of Bloomington and purchase one (1) PVI 400-gallon TurboPower® Gas Water Heater at a price of \$69,967.06. If approved, a budget transfer to move \$37,300 from the Arena City-Buildings account (57107110-72520), and \$10,167.06 from City Arena-Repair/Maintenance Other account (57107110-70540) to the Arena City-Capital Outlay Other than Office account (57107110-72140) where the total purchase price of \$69,967.06 will be paid. Stakeholders can locate this in the FY 2026 Budget books titled "Other Funds and Capital Improvement" on page 193.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote
3. PVI TurboPower Gas Water Heater Additional Information

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS, ACCEPTING A QUOTE, AND APPROVING THE PURCHASE OF ONE PVI 400-GALLON TURBOPOWER® GAS WATER HEATER, IN THE AMOUNT OF \$69,967.06

WHEREAS, the City has the ability to waive technical bidding requirements, pursuant to City Code Chapter 16, Section 403; and

WHEREAS, subject to the provisions of the City Code, City staff recommend waiving the technical bidding requirements, accepting of the quote ("EXHIBIT A") from Capitol Group Inc., approving the purchase of one PVI TurboPower® Gas Water Heater in the amount of \$69,967.06 ("PURCHASE"); and

WHEREAS, Capitol Group Inc. is available through a nationwide network of independent and regional sales suppliers only working alongside Capitol Group Inc. of Bloomington, Il. the local Central Illinois regional supplier of PVI Watts Brand ("PVI") products; and

WHEREAS, PVI proudly backs its water heaters with the industry's strongest warranties and service policy packages; and

WHEREAS, Capitol Group Inc. units in the field are supported by factory-trained service professionals as well as a team of highly skilled customer service technicians; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements, accept the quote (Exhibit A) and approve the PURCHASE.

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

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

SECTION 2. The formal bidding requirements are waived. The quote (EXHIBIT A) is accepted, and the PURCHASE is approved.

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



To whom it may concern:

Capitol Group, Inc., has a Corporate Headquarters in Springfield, Illinois, and is a leading wholesale distributor of plumbing, heating and air conditioning, industrial/mechanical and kitchen products with sales and distribution centers in Belleville, Bloomington, Champaign, Litchfield, Peoria, Springfield Illinois and Fenton and Hazelwood, Missouri. One of our regional brand product partners is PVI a Watts Brand.

In 1961, PVI began building commercial, institutional and industrial water heaters. Now a leading manufacturer of industry-best commercial ASME water heaters, PVI has systems installed across a broad range of applications and industries nationwide including universities, restaurants, hotels, hospitals, apartments, correctional facilities, military barracks and more.

PVI is the only ASME-code water heater manufacturer who builds pressure vessels and heat exchangers from duplex stainless steel, **AquaPLEX®**. Aiding in the proper fabrication of these vessels is our in-house pickle/passivation process. Once finished, the tanks are naturally immune to corrosion in hot potable water and require no supplemental tank linings or anode protection systems giving our water heaters superior reliability and product longevity.

Our water heaters can be configured for any common energy source including natural or LP gas, oil, boiler water, solar, steam, electricity and waste heat. Water heaters range from instantaneous, on demand water heating to storage water heaters with pressure vessels from 150 to 3000 gallons. Many products are “engineered-to-order” to exactly match the requirements of the application.

PVI water heaters are available through a nationwide network of independent and factory regional sales distributors. Units in the field are supported by factory-trained service professionals as well as a team of highly skilled customer service technicians in our home office. PVI proudly backs its water heaters with the industry's strongest warranties and service policy packages.



CAPITOL GROUP, INC. - Bloomington
6 GILMORE DRIVE
BLOOMINGTON, IL 61701
Phone 309-664-1770
Fax 309-664-1771



Acknowledgement

ORDER DATE	ORDER NUMBER
07/11/2025	S2655300
CAPITOL GROUP, INC. - Bloomington 6 GILMORE DRIVE BLOOMINGTON, IL 61701 Phone 309-664-1770 Fax 309-664-1771	PAGE NO.
	1 of 1

SOLD TO:

SHIP TO:

CITY OF BLOOMINGTON
ATTN: ACCOUNTS PAYABLE
109 E OLIVE STREET
BLOOMINGTON, IL 61702

CITY OF BLOOMINGTON
ATTN: ACCOUNTS PAYABLE
109 E OLIVE STREET
BLOOMINGTON, IL 61702

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
5499	GROSSINGER ARENA		Joe Strawn		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Steve Davis			CITY/STATE/FED	07/11/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	PVI TURBOPOWER GAS WATER HEATER *** Non-Stock Item - Non Returnable Pn: 590954			66525.882/ea	66525.88
1ea	PVI FIRST YEAR SERVICE PLAN *** Non-Stock Item - Non Returnable Pn: 590955			764.706/ea	764.71
1ea	PVI LONG LIFE SERVICE POLICY *** Non-Stock Item - Non Returnable Pn: 590956			970.588/ea	970.59
1ea	PVI LABOR - START UP LABOR *** Non-Stock Item - Non Returnable Pn: 590957 * 20-22 WEEK LEAD TIME *			1705.882/ea	1705.88
				Subtotal	69967.06
				S&H Charges	0.00
				Tax	0.00
				Pymt & Disc	0.00
				Amount Due	69967.06



TURBOPOWER® GAS • PACKAGED WATER HEATER

AquaPLEX® STORAGE TANK (UNLINED DUPLEX ALLOY)

TANK SERIES 400 GALLONS

Model Number ③	Recovery gph ①		Input Btu/h	* Min. Inlet Flow Gas Pressure "W.C.	Dimensions (inches)					Blower Motor		Shipping Weight lbs EST
	40° - 120°F	40° - 140°F			A	B	C	J Ø	K	HP	Volt/Ph/Amps	
250 L 400A-TPL	250	200	199,000	4.5	21	4	3/4	10-1/4	41-3/4	1/6	115/1Ø/3	1435
375 L 400A-TPL	375	300	300,000	4.5	21	4	3/4	10-1/4	41-3/4	1/6	115/1Ø/3	1445
500 L 400A-TPL	500	400	399,000	4.5	21	5	3/4	10-1/4	41-3/4	1/6	115/1Ø/3	1455
750 L 400A-TP	750	600	600,000	6.0	29-1/2	6	1	16	41-3/4	1/3	115/1Ø/8	1535
1000 L 400A-TP	1000	800	800,000	6.0	29-1/2	8	1-1/4	16	41-3/4	1/3	115/1Ø/8	1575
1250 L 400A-TP	1250	1000	1,000,000	6.0	46-1/2	8	2	16	41-3/4	1/2	115/1Ø/10	1805
1500 L 400A-TP	1500	1200	1,200,000	6.5	46-1/2	8	2	16	41-3/4	1/2	115/1Ø/10	1885
2000 L 400A-TP	2000	1600	1,600,000	9.0	61-1/2	10	2	27	41-3/4	1-1/2	115/1Ø/20	2230
2500 L 400A-TP	2500	2000	2,010,000	10.5	61-1/2	10	2-1/2	27	41-3/4	1-1/2	115/1Ø/20	2250

① Recoveries based on 83% thermal efficiency. ASHRAE 90.1 compliant for efficiency and standby loss.

② "J" dimension is for the burner housing only. Gas train may exceed this dimension.

③ Models with "TPL" suffix are less than 55 ppm NOx. SCAQMD models 2TPL (200MBH), 3TPL (300MBH) and 4TPL (400MBH).

④ 4" x 46" Channel skids for inputs < 1000 MBtu/h.

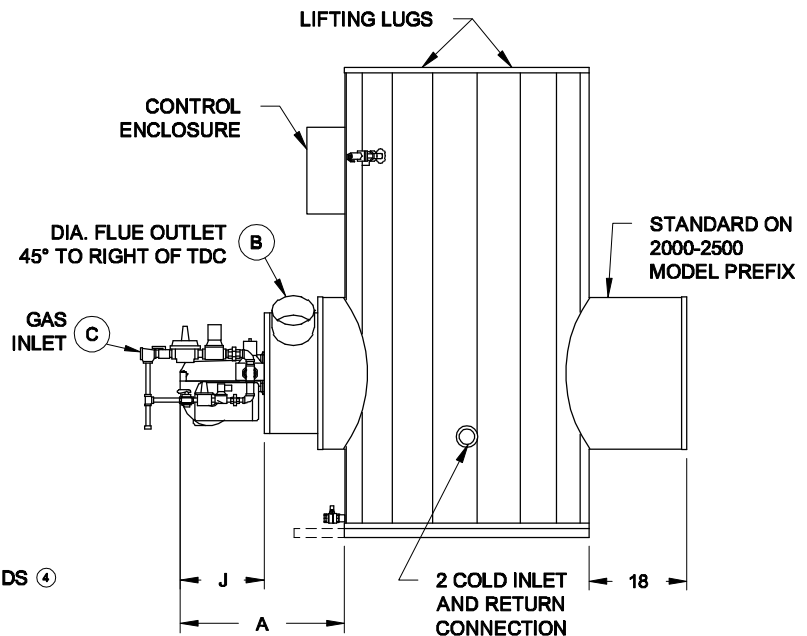
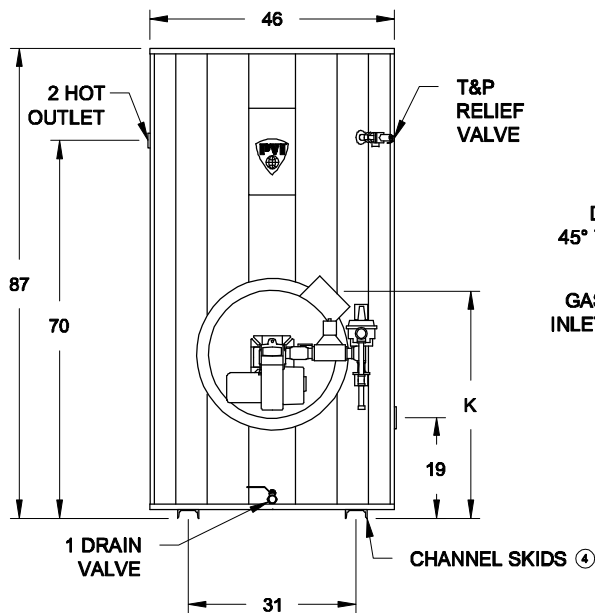
4" x 54-1/2" Channel skids for inputs ≥ 1000 MBtu/h.

* The information presented is for Natural gas 0.6 S.G.— For operation with propane (LP gas), consult factory.

** Consult the factory.

Dimensions are in inches unless otherwise specified.

For standard and optional equipment, see form PV 8050.



* GAS PRESSURE REQUIREMENTS

SEE TABLE ABOVE FOR MINIMUM PRESSURE BY MODEL NUMBER.
MAXIMUM STATIC INLET PRESSURE:
10.5" W.C. for 199,000 - 399,000 AND 14" W.C. for > 399,000.

VENTING REQUIREMENTS

-0.02" TO -0.06" W.C. (NEGATIVE PRESSURE)
CATEGORY I, TYPE B VENTING
ENTIRE VENT SYSTEM SHOULD NEVER BE SIZED BASED UPON THE
VENT CONNECTION DIAMETER EXCLUSIVELY.
FOR PROPER SIZING, CONSULT
THE NATIONAL FUEL GAS CODE UNDER "FAN-ASSISTED."

STANDARD ELECTRICAL REQUIREMENTS

CONTROL VOLTAGE: 120V, 1Ø, 60 HZ., 2 AMPS.
MOTOR VOLTAGE:
208V, 230V, AND 460V MOTORS ARE AVAILABLE BUT WILL REQUIRE A
SEPARATE 120V/2 amps CONTROL CIRCUIT OR AN OPTIONAL CONTROL
CIRCUIT TRANSFORMER.

PVI RESERVES THE RIGHT TO CHANGE THE DESIGN
AND SPECIFICATION WITHOUT NOTICE.

WATER HEATER PIPING GUIDELINE Two Water Heaters - Single Hot Outlet Temperature

FOR: DURAWATT Electric
 Maxim (gas, low NOx, oil or gas/oil)
 QuickDraw (storage or instantaneous, steam or boiler water)
 TURBOPOWER (83% efficient gas, low NOx, oil or gas/oil)

MIXING VALVE
 Refer to heater's installation manual for information on scald prevention

Duplicate piping for T&P and drains for all heaters.

Maximum recommended flow (gpm) by pipe diameter for type L copper	
Diameter	GPM
1"	15
1-1/4"	22
1-1/2"	34
2"	60
2-1/2"	90
3"	130
4"	230
6"	500

HOT WATER OUTLET - REVERSE RETURN OR BALANCED PIPING

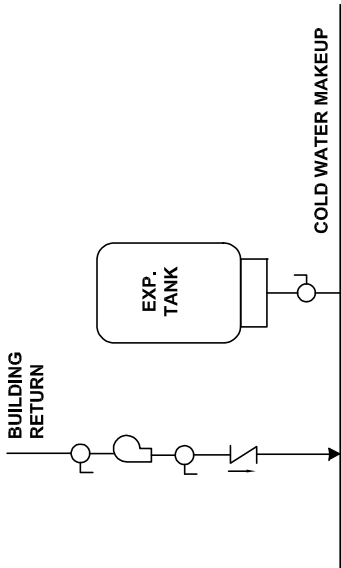
Pipe T&P valve to drain with no shutoff valves or restrictions in the line; or per local code requirements.

T&P RELIEF VALVE

DRAIN VALVE (pipe to drain)

LEGEND

	Pipe Union
	Ball Valve, Full Port
	T&P Relief Valve
	Check Valve
	Pump
	Shutoff Valve







Consent Agenda Item No. 8.F.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Unit Price Agreement with Mississippi Lime Company, LLC, for the Purchase of Water Chemicals in Fiscal Years (FY) 2026 and 2027, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2b. Quality water for the long term

Background: If approved, the City will enter into a two-year contract with Mississippi Lime Company for the supply and delivery of granulated quicklime and liquid calcium hydroxide. The price per ton of granulated quicklime is 13% higher than the current contract price, \$332.30 (FY-2026), compared to \$294 (FY-2025). The price per dry ton of liquid calcium hydroxide is 25% higher than the current contract price, \$644 (FY-2026), compared to \$513 (FY-2025). The price per ton does not include the variable fuel surcharge. Granular quicklime is an essential water treatment chemical that is used in the water treatment process at the Water Purification Plant. Lime is used as a water-softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two elements that cause water to be characterized as “hard.” Lime is mixed with water in the Water Purification Plant in a process called slaking, and this solution is then added to the water to be treated. The slaked lime causes the calcium and magnesium in the source water to precipitate out of the water. The quality of quicklime can vary due to variations in the raw ingredient: limestone.

Mississippi Lime Company was chosen as a limited source supplier after the Water Department experienced consistently unacceptable performance with lime obtained from other suppliers. The Water Department has experienced major operational difficulties and expenses due to unacceptable performance whenever the City used granular quicklime from alternate suppliers. The last experience with an alternate vendor was in 2007. The quality and consistency of quicklime are important from a water treatment perspective, as well. When the product from a different vendor was delivered and used, the product did not meet the City’s specifications, and the material caused operational water treatment problems. Additionally, other suppliers have been tried in past years with similar results, which have generally led to serious equipment problems, extensive clean-up efforts, water quality degradation, and overall higher

treatment costs.

The liquid calcium hydroxide is also produced from the same superior limestone, is proven to work well with the Bloomington Water Treatment Plant, and is budgeted within the \$800,000 budgeted for granular lime, since liquid calcium hydroxide would be used if granular quicklime is unable to be used during the treatment process. This product is only utilized if there is a problem with the Granular Lime Feed systems. Mississippi Lime Company has consistently provided high-quality quicklime and liquid calcium hydroxide to ensure the proper operation of our softening process. The current agreement in place was approved by Council to waive bid requirements for granulated lime and liquid calcium hydroxide.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into a contract with Mississippi Lime Company for granulated quicklime, as a Limited Source, in the amount of \$332.30 per ton in the first year and \$364.47 per ton for the second year, and for Liquid Calcium Hydroxide, in the amount of \$644 per dry ton in the first year, and \$773 per dry ton in the second year, plus applicable fuel surcharges. Approximately \$800,000 will be allocated to cover FY 2026 (May 1, 2025, to April 30, 2026), and approximately \$880,000 will be spent in FY 2027. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 138. If approved, the Water Department will include the FY 2027 amount in the FY 2027 Budget.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 -290

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH MISSISSIPPI LIME COMPANY, LLC., FOR THE PURCHASE OF WATER CHEMICALS IN FISCAL YEARS (FY) 2026 AND 2027

WHEREAS, subject to the provisions of the City Code, staff are recommending approval of a unit price Agreement with Mississippi Lime Company, LLC for the purchase of water chemicals ("Agreement") (Exhibit A); and

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

WHEREAS, the Water Department estimates it will spend approximately \$800,000 for the purchase of Lime products in FY 2026 and approximately \$880,000 in FY 2027 ("Estimated Purchases"); and

WHEREAS, Staff recommend Council approve the Agreement authorizing the Estimated Purchases; and

WHEREAS, the Council finds that it is 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 as if specifically stated in full.

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
MISSISSIPPI LIME COMPANY, LLC
FOR
GRANULATED QUICKLIME AND LIQUID CALCIUM HYDRATE**

THIS AGREEMENT, dated this 1st day of May, 2025, is between the City of Bloomington, IL, a governmental entity in the state of Illinois (hereinafter "CITY") and Mississippi Lime Company, LLC dba MLC, a Missouri limited liability company (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the products 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.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth on Exhibit A, attached hereto and incorporated herein. VENDOR shall render invoices to CITY for the product as the same is shipped, and payments therefore shall be made to VENDOR by CITY within thirty (30) days from the date of such invoice.

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

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

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

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

- i. The other party is found to be in violation of any term or condition of this Agreement which is not cured within thirty (30) days after the non-breaching party provides written notice thereof to the breaching party.
- ii. The other party engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. The other party declares bankruptcy or becomes insolvent.
- iv. A party determines, in its sole discretion, that the other party is no longer able to fulfill its obligations under this Agreement or PROCUREMENT DOCUMENTS which is not cured within thirty (30) days after the non-breaching party provides written notice thereof to the breaching party.

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 7(b). **Termination for Convenience.** The CITY may terminate this Agreement for its convenience and without cause by providing the other party with at least **thirty (30)** days' prior written notice. Upon such termination, neither party shall have any further obligations under this Agreement, except that (a) the CITY shall pay for all services properly performed or goods delivered up to the effective date of termination, and (b) any provisions of this Agreement which by their nature are intended to survive termination shall so survive.

Section 8. **Force Majeure.** Except for payment obligations hereunder, no party shall be in default of this Agreement and shall 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 party'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, as limited by the provisions set forth herein.

Section 10. **Indemnification; Limitation of Liability.**

(a) 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 breach of this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY.

(b) To the fullest extent permitted by law, CITY shall indemnify and hold harmless VENDOR, its managers, officers, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with CITY's breach of this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of VENDOR or the VENDOR'S agents or independent vendors who are directly responsible to VENDOR.

(c) IN NO EVENT EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE), SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES FOR ANY CLAIM UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL VENDOR'S LIABILITY HEREUNDER EXCEED THE LIMITS OF VENDOR'S LIABILITY INSURANCE POLICY.

(d) Upon receipt of each shipment of product, the CITY shall examine the shipment for damage, defect, or shortage. Additionally, upon delivery of each shipment, VENDOR shall provide the CITY with a Certificate of Analysis, reflecting that product is of an acceptable quality to CITY. All claims for any cause whatsoever, whether based in contract, tort, negligence, strict liability, other tort or otherwise against VENDOR

shall be deemed waived within thirty (30) days after the CITY's receipt of the shipment, or, if such claim is for nondelivery of product, within thirty (30) days after the date upon which such product was to be delivered. Failure to act in accordance with this section both in manner and within the time periods specified, shall be an unconditional waiver of the claim.

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. Subject to the limitation of liability provisions contained herein, VENDOR warrants that the product shall substantially conform with the specifications set forth on Exhibit A attached. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ARE HEREBY DISCLAIMED AND EXCLUDED WHETHER THE ITEMS ARE USED ALONE, IN COMBINATION WITH, IN THE MANUFACTURE OF, OR IN THE PRODUCTION OF, OTHER SUBSTANCES, ITEMS, OR OTHERWISE. THE FOREGOING LIMITATION SHALL SURVIVE NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF AN EXCLUSIVE OR LIMITED WARRANTY. CITY's exclusive VENDOR warrants that at the time of delivery, all offloading of product will be done in a workmanlike manner. CITY's remedy for breaches of this warranty shall be replacement of the nonconforming product or a price adjustment for the shipment of non-conforming product, provided that VENDOR shall also cover the verifiable cost to the CITY for any delivery or return or product costs and expenses related to such breach of warranty.

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 applicable laws, ordinances, statutes, and governmental rules, regulations and codes.

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

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

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

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

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

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

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

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

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

If to VENDOR:

Mississippi Lime Company, LLC
3870 S. Lindbergh Blvd., Ste 200
St. Louis, MO 63127
Attn:

Copy to:

Quarles and Brady, LLP
8235 Forsyth Boulevard, 10th Floor
Clayton, Missouri 63105
Attn: Travis Kearbey

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).

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 May 1, 2025 through April 30, 2027. 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.

Section 31. Miscellaneous. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, right or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement shall not be effected thereby,

Page | 6

and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

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: Kelly Pippine
Its Kelly Pippine, VP, Sales, Marketing & Innovation

By: Renee Martin
Its Sales and Marketing Coordinator

EXHIBIT A
PRICING SUMMARY/SPECIFICATIONS

FY2026	May 1, 2025 to April 30, 2026	
	Granulated Quicklime	\$332.30 per ton delivered plus fuel surcharge
	Liquid Calcium Hydrate	\$644.00 per dry ton FOB Sainte Gen plus Spot Freight and FSC
FY2027	May 1, 2026 to April 30, 2027	
	Granulated Quicklime	\$364.47 per ton delivered plus fuel surcharge
	Liquid Calcium Hydrate	\$773.00 per dry ton FOB Sainte Gen plus Spot Freight and FSC

Contracted Delivery at said rates are limited to normal operating days and hours,

excluding MLC holidays.

Quicklime Specifications

Reactivity	R180	≥ 40 degrees C
Available CaO		$\geq 92\%$
+30 Mesh Residue		$\leq 5\%$



Consent Agenda Item No. 8.G.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a 3-Year Agreement with Dr. Emily Barker, to Provide Mental Health Education to the Police Department, in the Amount of \$120,000, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The City entered into an agreement with Dr. Emily Barker on April 1, 2024, for Mental Health Education to the Bloomington Police Department ("BPD"). If approved, this amendment to the agreement would approve a three-year extension. City Staff desire to continue to offer these educational and training opportunities to BPD. This agreement would also fulfill the mandatory annual mental health screenings for all sworn officers that are being pushed forward as a result of the SAFE-T Act, which was passed by Illinois lawmakers in 2021.

Through the original agreement period, Dr. Emily Barker provided services to BPD, built a rapport, and ability to work with sworn officers during difficult times. Dr. Barker is also well-received when providing essential Mental Health Education and Training for the purposes of mental wellness education and training that addresses the prevention of identification of, and healing from, trauma, anxiety, and depression. Dr. Barker provides critical services that allow the City to not only meet a mandate but also to provide for the short- and long-term mental wellness of our sworn personnel. It would be very difficult to bring on another professional who could provide the unique services that Dr. Barker has been providing and to work through the transition of credibility and trust with the sworn personnel.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into a 3-Year Agreement with Dr. Emily Barker, in the Amount of \$120,000. The Human Resources Department is estimated to spend \$40,000 in Fiscal Years 2026, 2027, and 2028 for a total of \$120,000. This will be paid from the Human Resources-Other Medical Services account (10011410-70210). Human Resources has included \$40,000 in the FY 2026 Budget for these services. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget

Overview & General Fund" on page 146. If approved, Human Resources will include \$40,000 each in their FY 2026 & FY 2027 Budgets, respectively.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Limited Source Justification

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING A 3-YEAR AGREEMENT WITH DR. EMILY BARKER, TO
PROVIDE MENTAL HEALTH EDUCATION TO THE BLOOMINGTON POLICE
DEPARTMENT, IN THE AMOUNT OF \$120,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a 3-year Agreement with Dr. Emily Barker be approved (Exhibit A) to provide mental health education to the Bloomington Police Department, in the amount of \$120,000; and

WHEREAS, the Agreement consists of Mental Health Education for the Bloomington Police Department; and

WHEREAS, an initial agreement with Dr. Barker began on April 1, 2024, and Dr. Barker has been providing services to the City's Police Department and has built a rapport and proven ability to work with sworn officers during difficult times; and

WHEREAS, Dr. Barker is also well-received when providing essential Mental Health Education and Training for the purposes of mental wellness education and training that addresses the prevention of identification of, and healing from, trauma, anxiety, and depression; and

WHEREAS, Dr. Barker provides critical services that allow the City to not only meet a mandate, but also to provide for the short- and long-term mental wellness of sworn personnel; and

WHEREAS, it would be very difficult to bring on another professional who could provide the unique services that Dr. Barker has been providing and to work through the transition of credibility and trust with the sworn personnel; and

WHEREAS, staff desire to continue to offer these educational and training opportunities; and

WHEREAS, if approved, this Agreement would fulfill the mandatory annual mental health screenings for all sworn officers required by the SAFE-T Act, which was passed by Illinois lawmakers in 2021; and

WHEREAS, the Human Resources Department estimates spending \$40,000 in Fiscal Years 2026, 2027, and 2028 for a total of \$120,000, and recommends approval of the Agreement; 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 (Exhibit A), and any other documents consistent with this authority.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**FIRST AMENDMENT TO AGREEMENT
FOR MENTAL HEALTH EDUCATION AND TRAINING
WITH DR. EMILY C. BARKER
REGARDING TERM LENGTH UPDATES**

August

This First Amendment, made and entered into this ____ day of ~~May~~, 2025 by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and Dr. Emily C. Barker, DNP, APRN, PMHNP-BC (hereinafter "(DR. BARKER)"), WITNESSETH that:

WHEREAS, on April 1, 2024 a Services Agreement for Mental Health Education and Training ("Agreement") was made between the CITY and DR. BARKER for mental health services and training; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to modify term length language; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to modify the services provided.

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.

Section 1. Services., part 4):

- a. Service Provider will provide ~~quarterly~~ reports based upon the analysis of participants' self-assessments, once midway through training and again upon conclusion of the training takenduringthat-quarter. Statistical analysis of participants' self-assessments will be provided in aggregate to Client in the form of a single report.
- b. Reports will be provided to Client via their designated mental health point of contacts, or their replacements or designees:
 - i. ~~Asst. Chief Chad Wamsley~~; and
 - ii. SGT Timothy Power

Section 9. Term.:

: This Agreement shall have an initial term of ~~one-(1)~~ three (3) years from the Effective Date ("Initial Term"), unless earlier terminated in accordance with the provisions in Section 10 of this Agreement. Thereafter, the Agreement may be renewed, at the option of the Client, for two (2) additional one (1) year terms. Such request for

~~renewal will be made in writing as an amendment to the Agreement shall be automatically renewed for additional one (1) year terms (each a "Renewal Term"), unless, not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement.~~ The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term".

3. In all other respects the Services Agreement for Mental Health Education and Training shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Mental Health Education and Training in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

DR. EMILY C. BARKER

By: 
Its Representative

ATTEST:

By: 
Its Secretary

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

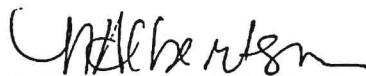
Vendor Name & #: Dr. Emily C Barker #5977	Amount: FY26 - \$120,000	Date: 06/11/2025
---	--------------------------	------------------

Description of item/service: This will fulfill the mandatory yearly mental health screenings for all sworn officers that are being pushed forward as a result of the SAFE-T Act that was passed by IL lawmakers in 2021.

Justification: We currently use Dr. Emily C Barker for Mental Health Education and Training and would like to continue with this professional relationship. The agreement has been amended from a 1-year to 3-year agreement.

Dr. Barker has been providing services to the City's Police Department for numerous years and has built a rapport and ability to work with sworn officers during difficult times. Dr. Barker is also well received when providing essential Mental Health Education and Training for the purposes of mental wellness education and training that addresses the prevention of, identification of, and healing from, trauma, anxiety, and depression. Dr. Barker provides critical services that allow the City to not only meet a mandate but also to provide for the short- and long-term mental wellness of our sworn personnel. It would be very difficult to bring on another professional who could provide the unique services that Dr. Barker has been providing and to work through the transition of credibility and trust with the sworn personnel.

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.



(Nicole Albertson)

06/12/2025

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

4/18/2025

Date



Consent Agenda Item No. 8.H.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Waiving the Technical Bidding Requirements and Approving an Agreement with OnSolve, Inc., for the Purchase of CodeRed (Reverse 911) System, in the Amount of \$11,897.18, and Up to an Additional Four Annual Renewals with an Annual Increase of 5%, as requested by the Administration Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1c. Engaged residents that are well informed and involved in an open governance process

Goal 4. Great Place - Livable, Sustainable City

Objective 4a. Residents feeling safe in their homes and neighborhoods

Background:

This comprehensive public safety alerting system equips Bloomington with robust tools for emergency and non-emergency communications. Staff will be able to engage with residents, providing information that includes:

- **Unlimited Alerting:** Covers severe weather, missing persons, criminal alerts, infrastructure issues (road closures, water/power outages), hazmat incidents, and more.
- **Extensive Database:** Immediate access to a landline and premium cellular database with multiple contacts per household/business.
- **Non-Emergency Alerts:** Supports community announcements (e.g., road closures, local art shows), with caution against overuse.
- **24/7/365 Support:** Dedicated project manager and customer service team.
- **Automated NWS Weather Alerts:** Proactive storm notifications.
- **Custom Opt-In Page:** Branded portal for citizens to select alert types and delivery methods (voice, SMS, email, TDD/TTY).
- **Text-to-Enroll:** Easy sign-up via text (e.g., "BloomingtonAlert") or website.
- **Multi-Channel Delivery:** Unlimited email, app, social media, and TDD/TTY alerts.
- **Unlimited Users & Security:** Role-based access for departments (e.g., Police, Fire, Public Works).

- Group-Based Alerting: Unlimited groups for targeted notifications (e.g., snowplow crews, EOC).
- Geography-Based Alerting: GIS mapping for location-specific alerts.
- Automated Translation: Ensures inclusive, multilingual communication.

This system ensures efficient, targeted, and accessible communication for public safety and community engagement.

City staff are recommending waiving the technical bidding requirements and approving an Agreement with OnSolve, Inc., for the purchase of CodeRed (Reverse 911) System, in the amount of \$11,897.18 for the first year, with a 5% increase per year if the City chooses to renew the agreement up to four renewals.

Community Groups/Interested Persons Contacted: Market research of three different companies for similar services was done and OnSolve presented the best services in the best interest of the City in the most fiscally responsible manner.

Financial Impact: If approved, the City will enter into an Agreement with OnSolve, Inc., for a CodeRed (Reverse 911) System for \$11,897.18 with up to an additional four annual renewals with an annual increase of 5%. This will have minimal impact on the FY 2026 budget as the \$11,897.18 will be spread across five departments at \$2,379.44 each. The initial full amount will be paid from the Information Technology-Repair/Maintenance Office & Computer account (10011610-70530), and distributed accordingly to the Police, Fire, Administration, Public Works, and Water Transmission & Distribution Other Professional and Technical Services account (50100120-70220). Stakeholders can locate the initial purchase in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 161. If approved, and any of the additional years' options are renewed, the departments will include the appropriate amount in future years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH ONSOLVE, INC., FOR THE PURCHASE OF CODERED (REVERSE 911) SYSTEM, IN THE AMOUNT OF \$11,897.18, AND UP TO AN ADDITIONAL FOUR ANNUAL RENEWALS WITH AN ANNUAL INCREASE OF 5%

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 403; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and approving an Agreement with OnSolve, Inc. ("EXHIBIT A"), for the purchase of CodeRed (Reverse 911) System, in the amount of \$11,897.18 for the first year with a 5% increase per year if the City chooses to renew the agreement; and

WHEREAS, CodeRed is a comprehensive public safety alerting system that will equip Bloomington with robust tools for emergency and non-emergency communications that allow staff to engage with residents, providing critical and informative information; and

WHEREAS, Staff believe this is a unique system with many features such as 24/7/365 Support, multi-channel delivery, easy sign up, group and geography-based alerting, multi-lingual communication capabilities, and many more features that ensure this system will provide efficient, targeted, and accessible communication for public safety and community engagement; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements and approve the Agreement.

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. That the formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement for the initial term and up to an additional four annual renewals, and any other necessary documents.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Statement of Work

Integrated Risk Management

Statement of Work

Actionable
Risk Management

This Statement of Work Number 392181 ("SOW 392181") is made effective as of the last date signed below (the "Effective Date"), by and between Bloomington, IL, a municipal corporation and body politic ("Subscriber" or "Client") and Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include Crisis24 Limited, Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., Crisis24 Medical Solutions, Inc., Crisis24 Assistance Services Limited, OnSolve, LLC, and their subsidiaries, having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, "Crisis24" or "Provider") (collectively, Client and Crisis24 are "Parties" and each a "Party").

SOW 392181 shall be governed by the Terms and Conditions attached hereto (the "Agreement"). In the event of a conflict between this SOW 392181 and the Agreement, this SOW 392181 shall govern. This SOW 392181 incorporates the terms and conditions of the Agreement and is a contract between the parties signing below.

Capitalized terms used and not defined in this SOW 392181 have the meanings given to such terms in the Agreement

1.0 Services	
Service Name	Quantity
OnSolve by Crisis24: Critical Communication CodeRED Core Package (Population/Contacts): Provides Subscriber access to multiple communications channels, including two-way communications, full message customization, and multilingual capabilities as further described in the OnSolve by Crisis24 Product and Services Specifications. Subscriber Service Area for the population: Bloomington, IL. A population increase above 10% may result in increased pricing.	78,680
OnSolve by Crisis24: Critical Communication CodeRED Premium Contact Data: Provides Subscriber access to Suppliers set of data for residential and business phone records (land lines) in the United States and Canada. This data is for emergency use only.	1
OnSolve by Crisis24: Critical Communications Transactions - Included Annual Message Units (MUs): Provides Subscriber the specified quantity of annual Message Units for delivery and receipt of SMS, voice and/or fax messages. OnSolve by Crisis24 Critical Communication Message Units are consumed based on table located here .	114,000
OnSolve by Crisis24: Critical Communications Transactions - Included Unlimited Email/Mobile: Provides Subscriber unlimited Email and Mobile App (push notifications) Alerts.	1
OnSolve by Crisis24: Critical Communication CodeRED Premium Plus Contact Data: Provides Subscriber access to Suppliers set of data for residential mobile numbers in the United States. This data is for emergency use only.	1



Statement of Work

OnSolve by Crisis24: Critical Communication Transactions - CodeRED Unlimited MU Upgrade (U.S.): Provides Subscriber Unlimited Message Units for Public Safety Alerting (Population/Contacts U.S. only)	1
OnSolve by Crisis24: Critical Communications Text-to-Keyword Opt-in/Enroll - 5 Keywords: Enables Subscriber to configure custom keywords to allow recipients to text a Crisis24 SMS short code and Opt-in directly to the organization and into associated groups and/or topics, to receive SMS alerts or to receive an SMS with the Account Portal or Public Enrollment Portal registration link.	1
OnSolve by Crisis24: Onboarding/Implementation - Level 5: Assigned Project Manager (PM) with up to 10 hours of structured implementation activities over 1 month. One comprehensive virtual training for Users covering all aspects of the feature set outlined in the contract. Training is to be held within the first 12 months, with access to the recording of that session available for 90 days.	1
<u>Additional Service Notes:</u> Planned Use: Subscriber will use the Services to send Alerts to prepare and respond to emergencies and critical events to protect people and property from harm or damage. OnSolve by Crisis24 Services are further detailed in the Annex of this Statement of Work or as provided here .	

2.0 Fees

Initial One-Off Fee	USD 1,000.00
Annual Fee	USD 10,897.18
Year 1 Total	USD 11,897.18

After Initial Term of this SOW, all Fees and Overages will increase by five (5%) percent per year over the fees charged in the immediately preceding year for the same volumes and Services provided under an SOW.

3.0 Overages

Amount	Overage Type
Per annum fee payable if contracted quantities are exceeded in any 12-month billing period. Crisis24 will notify Client in writing of the Overage type, amount and fee prior to invoicing.	
\$0.13	Per additional OnSolve Contact/Population/User
\$0.02	Per additional OnSolve Overage Message Units

4.0 Billing

SOW Ref Number:	392181
Contact:	Sue McLaughlin
Address:	115 East Washington Street Bloomington Illinois 61701 United States



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Phone:	3094342212
Email:	smclaughlin@cityblm.org
PO Required?	NO
Billing Currency:	USD
Billing Frequency:	Annually in Advance
Payment Terms:	thirty (30) days

5. ADDITIONAL PAYMENT TERMS

All fees are exclusive of VAT and other local taxes (including Withholding Tax) which will be applied as applicable. Client will provide proof of tax exemption. Any amounts prepaid by Client for Quantities under the SOW must be used within the annual billing period. Such payments shall not be refunded or applied as a credit to any future periods.

6. TERM

This SOW 392181 shall commence on the Effective Date and shall terminate 12 months after (the 'SOW 392181 Term'). Thereafter, this SOW 392181 shall automatically renew for additional one-year periods (each a "Renewal SOW Term") , unless Client provides Crisis24 with written notice of termination at least thirty days (30) prior to the end of the then current Renewal Term.

IN WITNESS WHEREOF, the parties have executed this SOW 392181 as of the Effective Date.

CRISIS24, INC.

BLOOMINGTON, IL, A MUNICIPAL
CORPORATION AND BODY POLITIC

By:

By:

[signature1]

Name: Gregoire Pinton

Name:

[fullname1]

Title: Managing Director

Title:

[title1]

Date: 8/19/2025

Date:

[date1]



ENTERPRISE SUBSCRIPTION SERVICES AGREEMENT – GOVERNMENT

THIS ENTERPRISE SUBSCRIPTION SERVICES AGREEMENT (this “**Agreement**”) is made as of the last date signed below (“**Effective Date**”) by and between Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include, Crisis24 Assistance Services Limited, Crisis24 Limited, Crisis24 Medical Solutions, Inc., Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 GmbH, Crisis24 Pte. Ltd, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., OnSolve, LLC, and their subsidiaries having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, “Crisis24” or “Supplier”), and Bloomington, IL, a municipal corporation and body politic having its principal place of business at 115 East Washington Street, Bloomington Illinois 61701 (“Subscriber” or “Client”) (collectively, Subscriber and Crisis24 are “Parties” and each a “Party”).

a. **Scope of Agreement.** This Agreement sets forth the terms and conditions that will apply when Crisis24 provides services to Subscriber (the “Services”) as described in a Statement of Work (each, an “SOW”) executed by the parties pursuant to this Agreement. Any of the Crisis24 group of companies may perform the Services. In the event of a conflict between this Agreement and the applicable SOW, the terms of the applicable SOW will prevail.

c. **No Obligation.** This Agreement does not impose an obligation to deal exclusively with the other Party. In addition, Crisis24 is not obligated to undertake, and Subscriber is not obligated to purchase or pay for, any Services unless this Agreement and a SOW for Services is executed and delivered by both parties.

d. **Changes to Service.** If either Party believes a change in circumstances justifies any modification to the SOW, the Parties shall discuss in good faith a modification to the relevant SOW. Any modification requires a written amendment or other confirmation, executed by the Parties.

1. CERTAIN DEFINITIONS.

1.1. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party hereto, where “control” means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity’s directors or members of the entity’s governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2. “**Alerts(s)**” means notifications/messages issued through the Subscription Services, without regard to whether a Contact responds to such Alert.

1.3. “**Applicable Law**” means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with this Agreement.

1.4. “**Contact**” means an individual recipient only capable of receiving and responding to Alerts and, if permitted, updating their own profile.

1.5. “**Content**” means content, data, text, messages, and other material contained in an Alert or otherwise sent by Subscriber through the Subscription Services.

1.6. “**CNE Page**” means the relevant community notification enrollment website utilized by Subscriber and its Contacts in connection with the Services.

1.7. “**Documentation**” means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by Crisis24 regarding the Subscription Services, as may be updated from time to time.

1.8. “**Fees**” means any fees due for the Services set forth on the applicable SOW, including but not limited to all fees for Subscription Services, Non-Recurring Services and Professional Services and any applicable Transaction Fees.

1.9. “**Initial Term**” has the meaning provided in Section 9.1.

1.10. “**Professional Services**” means the professional services identified on Subscriber’s SOW or any statement of work to be provided by Crisis24 to Subscriber.



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- 1.11. "Renewal Term" has the meaning provided in Section 9.1.
- 1.12. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.13. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, email address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, email address and physical address), geolocation, and employee ID or other non-identifying ID number provided by Subscriber or obtained through the CNE Page.
- 1.14. "Subscription Services" means Crisis24's software-as-a-service, internet-based and accessed service(s) as more particularly described on the applicable SOW and purchased by the Subscriber pursuant to this Agreement.
- 1.15. "Subscription Fee" means the fees for access to and use of the Subscription Services.
- 1.16. "Term" means the Initial Term together with any applicable Renewal Term(s).
- 1.17. "Transaction Fees" means the fees for individual transactions of sending and/or receiving Alerts to and from devices.
- 1.18. "User" means, collectively, any administrators and all authorized users of the applicable Subscription Services, including Contacts.

2. USE OF THE SUBSCRIPTION SERVICES.

- 2.1. Access to the Subscription Services. During the Term and subject to Subscriber's compliance with this Agreement, Crisis24 grants Subscriber a non-exclusive, worldwide, non-transferable right to access and use the Subscription Services for Subscriber's internal business purposes only and only in accordance with the applicable Documentation.
- 2.2. Use Restrictions. Subscriber shall not, and shall not permit any third party under its control to, use the Subscription Services for an Unauthorized Purpose. If Subscriber uses the Subscription Services for an Unauthorized Purpose, Crisis24 may take any and all actions as it reasonably deems appropriate, from the issuance of a warning to limiting, suspending, or terminating Subscriber's right to use the Subscription Services to cancellation of any SOW and (if applicable) involvement of government authorities. "Unauthorized Purpose" means to: (i) create derivative works of, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Subscription Services; (ii) circumvent or disable any security or features of the Subscription Services, or attempt to probe, scan, gain access to, or test the vulnerability of Crisis24's network and/or Subscription Services or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by Crisis24 to provide the Subscription Services unless expressly permitted under an agreement between Subscriber and Crisis24; (iii) license, sublicense, assign, transfer, distribute, rent or sell use or access to the Subscription Services (in whole or in part), whether as a service bureau or otherwise, or otherwise transfer rights in or to the Subscription Services; (iv) remove, alter or obscure any product identification, copyright or proprietary notices; (v) upload or provide any Content, information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate privacy or intellectual property rights; (vi) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (vii) send, store or distribute any malware, viruses or any other routines, code or programs with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing Crisis24's, or any other person's or entity's, network, computer system, or other equipment, or any third party data contained therein; (viii) access the Subscription Services or use any Documentation in order to build a similar product or competitive product; or (ix) adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any Crisis24 trademark, service mark or trade name, or any word or mark confusingly similar to them in any jurisdiction; (xi) contest, in any court or other jurisdiction, the validity of any of the Crisis24 property; or (xii) use with intent to avoid payment of charges due under this Agreement.
- 2.3. Acceptable Use Policy. Subscriber shall ensure that its Users and its Affiliates' Users use the Subscription Services in accordance with all Applicable Laws and the Acceptable Use Policy attached hereto.
- 2.4. Username and Passwords. Subscriber shall be responsible for the confidentiality of all usernames and passwords and all activities that occur under such usernames. Subscriber shall promptly notify Crisis24 of any

Statement of Work



suspected unauthorized access to the Subscription Services at securityteam@onsolve.com, copying Subscriber's Crisis24 relationship manager.

2.5. Subscriber Data and Standard Personal Information. Subscriber represents and warrants it has the right and authority to provide Crisis24 with the Content and any Standard Personal Information for use in connection with the Subscription Services. As between the Parties, the Content and Standard Personal Information shall be owned by Subscriber. Subscriber grants Crisis24 a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use the Content and Standard Personal Information solely as necessary to perform the Subscription Services. To the extent applicable, Subscriber acknowledges and agrees that Crisis24 may notify Contacts who contribute Standard Personal Information in the CNE Page ("CNE Page") that such data will be transmitted to Subscriber and is subject to Subscriber's privacy policies. Subscriber agrees that it will be solely responsible for providing the privacy policies for the CNE Page and that Crisis24 shall not be responsible for contributing Standard Personal Information for any Contact through the CNE Page.

2.6. Feedback. The Parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Subscriber. Subscriber agrees that Crisis24 may utilize such information and data as well as any Subscriber suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Subscriber so long as such Feedback does not identify Subscriber, or any Subscriber provided Content or Contacts. No compensation shall be paid with respect to Crisis24's use of Feedback.

2.7. Affiliates. Subscriber's Affiliates may purchase Services on the terms and conditions set forth in this Agreement pursuant to an SOW. With regard to SOWs entered into by Crisis24 with any Subscriber Affiliate: (i) all references to "Subscriber" in this Agreement and in the SOW shall be deemed to mean the Affiliate who entered into the SOW, (ii) each SOW shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such SOW and Crisis24, and (iii) Subscriber shall have no liability under such Affiliate SOW.

3. PROVISION OF SERVICES

3.1. Subscription Services Availability & Customer Support. During the Term, Crisis24 shall (i) provide the Subscription Services in accordance with its Service Level Agreement attached hereto; (ii) utilize a reputable hosting infrastructure to provide the Subscription Services; and (iii) use commercially reasonable efforts to notify Subscriber in advance of planned Subscription Services interruptions. Upon receipt of a written request from Subscriber for technical assistance with the Subscription Services, Crisis24 Subscriber support personnel may access Subscriber's environment to collect the necessary logs and data or to validate Subscriber's settings or as otherwise required to respond to Subscriber's request. Crisis24 may also use data generated in connection with Subscriber's use of the Subscription Services to assist in responding to Subscriber's request.

3.2. Professional Services. If an SOW or any statement of work includes Professional Services, subject to the payment of applicable fees, Crisis24 shall perform such Professional Services (i) in a professional and workmanlike manner and (ii) in accordance with the terms and conditions set forth in the SOW or such statement of work. Subscriber must notify Crisis24 of a claim under this section within 30 days of completion of the affected Professional Services. Subscriber's exclusive remedy arising out of a failure to provide the Professional Services in accordance with this section is limited to the re-performance of the Professional Service, or if re-performance is not commercially reasonable, termination as provided by Section 9.2 (Termination for Material Breach). Any changes to the Professional Services will not be effective unless mutually agreed upon in writing. Subscriber will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Crisis24 to perform the Professional Services. Subscriber acknowledges that Crisis24's ability to provide Professional Services as described in the SOW may be affected if Subscriber does not meet its responsibilities as set forth above and in the applicable SOW.

3.3. Security and Data Integrity. Crisis24 maintains industry standard physical, administrative, and technical security measures to protect against and prevent unauthorized access of Content and Standard Personal Information in accordance with Crisis24's Security Standards Addendum, a copy of which is available on request.

3.4. Integrated Services. Subscriber acknowledges that the Subscription Services integrate or interoperate with certain third-party telephony, GIS, short message service (SMS) and/or facsimile services and that the Subscription Services are subject to pass-through terms from such third-party vendors. Accordingly, Crisis24 may modify this Agreement upon thirty (30) days written notice to Subscriber if reasonably necessitated due to changes imposed by such third-party providers. Subscriber's failure to comply with such modified terms may result in termination of certain

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critical services from Crisis24's vendors which would impact all of Crisis24's Subscribers. Should any modifications to this agreement result in a material change Subscriber cannot comply with or accept in writing, Subscriber will be entitled to terminate this Agreement as if a material breach had occurred, utilizing the language in Sections 9.2 and 9.4.

3.5. Retained Rights. Crisis24 retains all right, title and interest in and to the Services except for the rights granted to Subscriber pursuant to this Agreement.

4. PAYMENT AND TAXES

4.1. Payment Terms. Unless specified otherwise in the SOW, all Fees shall be stated and paid in U.S. Dollars and are non-refundable. Subscriber shall pay the Fees identified in the SOW without setoff or deductions as follows:

- (a) Subscription Services. Unless otherwise provided on the SOW, Crisis24 shall invoice Subscriber annually in advance for the Subscription Services and payment is due to Crisis24 on the earlier of (i) thirty (30) days from the invoice date or (ii) the anniversary of the Effective Date.
- (b) Professional Services. Professional Services will be delivered on time and material basis, as stated in a scope of service schedule attached to the SOW. Invoices will be issued on a monthly basis unless otherwise stated in the SOW. Professional Services Fees exclude expenses for travel, food and lodging, that are related to the performance of such services.
- (c) Transaction Fees. If the Subscription Services include Transaction Fees and Subscriber exceeds the permitted message units for applicable features, Crisis24 shall invoice Subscriber for such Transaction Fees, at least annually but may do so on a quarterly or monthly basis, in arrears at the rate set forth on the SOW and payment is due within thirty (30) days from the invoice date.
- (d) Expenses. Crisis24 shall invoice Subscriber quarterly in arrears for any expenses incurred in connection with delivering any of the Services, such as food, travel and lodging, as set out in the applicable SOW or statement of work.

4.2. Overdue Charges. To the extent permitted by Applicable Law, if any invoiced amount is not received by Crisis24 by the due date, without limiting Crisis24's rights or remedies, those amounts may be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, plus any and all collection costs.

4.3. Taxes. All Fees are exclusive of federal, state, local and foreign taxes, duties, levies, withholdings and similar assessments ("Taxes") and Subscriber is responsible for the payment of all Taxes, excluding Taxes on Crisis24's net income. Subscriber will provide proof of tax exemption.

4.4. Price Increases. Crisis24 reserves the right to increase the Subscription Fees and/or the Transaction Fees on an annual basis during the Term, by an amount not to exceed 2%.

4.5. Purchasing Agents. If Subscriber is utilizing a third-party payment intermediary ("Purchasing Agent") to pay for the Services, Subscriber acknowledges and agrees that: (a) such Purchasing Agent is acting in the capacity of an agent for Subscriber and is not purchasing the Services for Purchasing Agent's account; (b) Subscriber is responsible to Crisis24 for any failure by Purchasing Agent to timely pay the fees identified on the purchase order for the Service provided hereunder.

5. CONFIDENTIALITY AND DATA PRIVACY.

5.1. Confidential Information. The term "Confidential Information" means Standard Personal Information, internal policies and procedures of a party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set forth in this Agreement, the Receiving Party shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except

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for the purpose of exercising its rights or performing its obligations under this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in this Agreement and Receiving Party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law so long as the Receiving Party gives the Disclosing Party prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. Crisis24 may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information. Upon any termination or expiration of this Agreement, and after a minimum ninety (90) day holding period, the Receiving Party will destroy or permanently obfuscate all of the Disclosing Party's Confidential Information in its possession. This Section 5.1 and the obligations set forth hereunder shall survive termination of all Subscription Services subject to this Agreement. Crisis24 acknowledges that Subscriber is subject to the Freedom of Information Act ("FOIA"). Should Subscriber receive a FOIA request involving Crisis24, Subscriber will make all best efforts to utilize any relevant exemptions to preserve Crisis24's confidentiality. Notice will only be provided if a FOIA request will result in the sharing of confidential information.

5.2. **Data Privacy.** Each party shall comply with Applicable Law with respect to data privacy and data protection ("Applicable Data Privacy Law"). Subscriber (i) may only upload, transmit, or store Standard Personal Information through the Subscription Service; (ii) shall not upload, transmit or store any Sensitive Data through the Subscription Services; and (iii) shall not, without Crisis24's prior written consent, upload, transmit or store any information that may be deemed personal data or personal information of any individual person by Applicable Law (including but not limited to the California Consumer Privacy Act, Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) through the Subscription Services other than Standard Personal information that is expressly requested in a data field specified by the Subscription Services. Either party shall notify the other party within 72 hours in relation to the receipt of any complaint, notice, or communication received from any regulatory authority or individual which relates directly or indirectly to the processing of the Standard Personal Information or to either party's compliance with Applicable Data Privacy Law. Depending on the location of the Subscriber and its Users, the following provisions may also apply:

- (a) *California.* This clause shall apply if Subscriber has Users located in California. For purposes of the California Consumer Privacy Act ("CCPA"), Subscriber acknowledges and agrees that Crisis24 is a "service provider" as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, Crisis24 may use the Standard Personal Information provided by the Subscriber (i) to process or maintain Subscriber personal information received through the Subscription Services in compliance with this Agreement; (ii) for internal use by Crisis24 to build or improve the quality of the Subscription Services, provided that Crisis24's use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to Crisis24, Crisis24 shall refer the consumer to the Subscriber and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.
- (b) *EEA, Switzerland and the United Kingdom.* This clause shall apply if Subscriber has Users located in any of the European Economic Area, Switzerland and the United Kingdom. For purposes of the General Data Protection Regulation ("GDPR"), Subscriber acknowledges and agrees that Crisis24 is a "data processor" as defined under the GDPR. If Subscriber transmits or stores any Standard Personal Information that originates from within the EEA, Switzerland or the United Kingdom to or through the Subscription Services, the terms of a Data Processing Addendum shall apply and be incorporated into this Agreement upon the Effective Date.

6. REPRESENTATIONS AND DISCLAIMER

6.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and the applicable SOW or statement of work, and (ii) when executed and

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delivered by such party, this Agreement, the applicable SOW or statement of work will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Subscription Services Warranty. Crisis24 represents and warrants that the Subscription Services shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Subscriber's exclusive remedy shall be as provided by Section 9.2 (Termination for Material Breach).

6.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, CRISIS24 MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. CRISIS24 EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CRISIS24 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES TO DELIVER AN ELECTRONIC COMMUNICATION.

7. INDEMNIFICATION

7.1. Indemnification by Crisis24.

- (a) Crisis24 shall, at its expense, defend Subscriber and its Affiliates from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Subscriber (i) to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of Crisis24's gross negligence or willful misconduct or (c) arising out of Crisis24's breach of its obligations with respect to Confidential Information under Section 5.1 (Confidential Information), and (ii) will indemnify Subscriber from all damages, costs, and attorneys' fees finally awarded against Subscriber or its Affiliates as a result of such Claim.
- (b) Crisis24 shall have no obligation under this Section 7.1 for any Claim to the extent arising out of or is based upon: (i) Subscriber's use of the Services not in compliance with this Agreement or the Documentation; (ii) Subscriber's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by Crisis24 (unless expressly permitted by the Documentation) without Crisis24's prior written authorization; (iii) the Content or Standard Personal Information; or (iv) any claims otherwise precluded under Section 6.3 (Disclaimer).
- (c) In the event an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in Crisis24's reasonable opinion, Crisis24 may, at its sole option and expense: (x) procure for Subscriber the right to continue to use the Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are Crisis24's only obligations and liability, and Subscriber's exclusive remedy, in respect of any infringement or misappropriation Claim.

7.2. Subscriber Indemnification. To the extent permitted by Applicable Law, Subscriber shall, at its expense, (i) defend Crisis24 from or settle any Claim against Crisis24, its Affiliates, licensors and suppliers arising out of: (a) Subscriber's breach of Sections 2.2 or 2.3 or 5.2, (b) third party claims that Subscriber's Content infringes on any third party's intellectual property rights; or (c) Subscriber's gross negligence or willful misconduct and (ii) indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 as a result of such Claim. Subscriber will indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 or its Affiliates as a result of any such claim.

7.3. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification



by the indemnifying party) without the indemnified party's written consent (which consent shall not be unreasonably withheld or delayed).

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR SUBSCRIBER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THE AGREEMENT; PROVIDED, HOWEVER, CRISIS24'S MAXIMUM LIABILITY FOR ANY CLAIMS RESULTING FROM WRONGFUL DISCLOSURE OF CONFIDENTIAL INFORMATION WILL NOT EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE.

9. TERM AND TERMINATION

9.1. Term. This Agreement shall come into effect as of the Effective Date and remain in effect until terminated as set forth herein. The provision of the Subscription Services shall commence on the effective date specified on the SOW, and shall continue for the duration of the Initial Term specified therein, unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the SOW. Each party must provide at least thirty (30) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term.

9.2. Termination for Material Breach. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

9.3. Suspension. Crisis24 may suspend Subscriber's access to and use of the Subscription Services: (i) effective immediately upon notice if Subscriber is in breach of Section 2.2 (Use Restrictions) or Section 2.3 (Acceptable Use Policy) or if Crisis24 reasonably determines that any Users' use of the Subscription Services is causing immediate and ongoing harm to Crisis24 or others; or (ii) if payment of any portion of the Fees is not received by Crisis24 within fifteen (15) days after Crisis24 notifies Subscriber that payment is past due. Crisis24 shall promptly notify Subscriber of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the Term hereof or of any then current SOW, nor shall any rights or obligations hereunder be waived during the suspension period.

9.4. Effects of Termination. Upon termination or expiration of the applicable SOW (i) Subscriber's access to and use of the Subscription Services shall cease; (ii) Crisis24 shall, upon written request of Subscriber, erase Subscriber data from the production servers controlled by Crisis24, except that: (a) any data stored on Crisis24's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Crisis24 agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Crisis24 may retain report data (e.g., date/time of Alert and number of Alerts sent) necessary to support its billing and accounting records; (iii) Subscriber will immediately pay to Crisis24 all Fees due and payable for Services delivered prior to the date of termination; and (iv) Subscriber shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Crisis24's request, provide written notice that Subscriber has fully complied with this clause. Upon termination of any applicable SOW and/or this Agreement for Subscriber's breach: (A) Subscriber will immediately pay to Crisis24 all unpaid Fees that would become due under the then-current term if such termination did not occur; and (B) Crisis24 shall retain any Fees paid to date. Upon termination of this Agreement for Crisis24's breach, Crisis24 will refund an

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amount equal to the unearned portion of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

10. GENERAL

10.1. Changes to the Service. Crisis24 may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Subscriber's use of the Subscription Services. Subscriber's purchase of any Services is not contingent upon, and Subscriber has not relied upon, the delivery of any future functionality, regardless of any written or verbal communication about Crisis24's possible future plans.

10.2. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror, epidemics, pandemics (other than COVID-19), and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.3. Non-Solicitation. Each party acknowledges that the employees of the other party are a valuable asset of that party and have acquired confidential and proprietary information belonging to that party. Each party further acknowledges that hiring a current or former employee of that party to work as an employee of the other party will cause damage to the other party. Each party agrees that, for a period of one (1) year after the termination of the Agreement, it will not solicit any current or former employee of the other party in any capacity.

10.4. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy arising out of or related to the performance of this Agreement or any SOW ("Dispute") to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Subscriber shall be responsible for any collection fees incurred by Crisis24 in collecting amounts due.

10.5. Publicity.

10.6. Survival of Terms. If this Agreement is terminated for any reason, remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.6 (Feedback), 3.3 (Security and Data Integrity), 3.5 (Retained Rights); 4.1 (Payment Terms), 4.2 (Overdue Charges), 4.3 (Taxes), 5 (Confidentiality and Data Privacy), 7 (Indemnification), 8 (Limitation of Liability), 9.4 (Effects of Termination), and 10 (General) shall survive termination.

10.7. Independent Contractor. In making and performing under this Agreement, the parties are acting and shall act as independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.8. Severability. If any provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.9. Waiver. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.10. Notice. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing delivered via email with delivery receipt requested or via certified or registered mail, or overnight courier with delivery tracking, to the appropriate party at the address set forth on SOW and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 10.10. Notices are deemed given on the date an email is sent, two (2) business days following the date of mailing with the appropriate postage affixed or one business day following delivery to a courier.

10.11. Export Compliance. The Subscription Services and other Crisis24 technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber represents that it is not



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named on any U.S. government denied-party list. Subscriber will not permit any User to access or use the Subscription Services in a U.S.-embargoed country (including, but not limited to: the Crimea region of Russia, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation and will not permit any U.S.-sanctioned persons or entities to act as Users, and Subscriber shall indemnify Crisis24 in respect of any breach of this section.

10.12. U.S. Government End Users. As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulations Supplement ("DFARS") section 252.227-7014(a)(1) and DFARS section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors, or if purchased by any agency in the Department of Defense, as specified in 48 C.F.R. 227.7202-3 of the DFARS and its successors. If applicable, Subscriber will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate. Any assignment in violation of the foregoing shall be void and of no effect.

10.14. Entire Agreement. The Agreement, together with any Schedules and Exhibits attached hereto and any related SOW or statement of work, constitutes the entire agreement and understanding between Subscriber and Crisis24 with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in Subscriber-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Subscriber's purchase orders or invoices will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

CRISIS24, INC.

BLOOMINGTON, IL, A MUNICIPAL CORPORATION
AND BODY POLITIC

Signed: _____

Printed Name: Gregoire Pinton

Title: Managing Director

Date: 8/19/2025

Signed: _____

Printed Name: _____

Title: _____

Date: _____



SCHEDULE 1 PRODUCT SPECIFIC TERMS

The following are additional product specific terms ("Product Specific Terms") that are applicable to certain Crisis24 Services that may be purchased under these Terms and Conditions. The Product Specific Terms only apply if Subscriber executes an SOW which includes any of the products identified below. In the event of conflict between a Product Specific Term and any term in the Terms and Conditions, the applicable Product Specific Term controls. In the event of conflict between a Product Specific Term and any term in the applicable SOW, the term set forth in the applicable SOW controls.

A. Critical Communications.

Subscriber's right to access and use the Critical Communications services listed on the applicable SOW (the "Critical Communications Services") is subject to the following additional terms:

1. Message Surcharges. Crisis24 will not be liable to Subscriber, to any Contact or to any other person for any charges or fees that arise from the sending, receiving or replying to an Alert using the Critical Communications Services, including as a result of increases in pass-through charges by Users' telecommunications providers.
2. Contacts. Each Contact is to be assigned to a designated, named individual and cannot be shared by more than one individual. At any time during the Term that Subscriber exceeds the number of Contacts set out in the applicable SOW, Subscriber shall promptly inform Crisis24 of such excess and shall be obligated to pay the additional Fees related to such excess Contacts. If a named individual Contact no longer requires access to the Subscription Services, Subscriber may reassign such Contact to a new individual without increasing the total number of Contacts; provided, however, that the total number of Contacts reassigned may not exceed 15% per year. At any time during the Term and for a period of ninety (90) days thereafter, Crisis24 may inspect the number of Subscriber's Contacts to ensure compliance with the total number of Contacts permitted in the SOW. Crisis24 shall invoice Subscriber for excess Contacts pro rata for the remainder of the relevant Term.
3. API Restrictions. If Subscriber is provided with access to an Crisis24 application program interface ("API") as a part of the Critical Communications Services, Subscriber may not use such API to send or otherwise trigger Alerts to Contacts not stored within the Subscription Services unless such use is specifically permitted on the applicable SOW.
4. Transaction Fees. Transaction Fees will be billed at the rates specified on the applicable SOW based on the below metrics. International Transaction Fees are subject to change with thirty (30) days' notice to Subscriber.
 - (a) Voice (outbound/inbound) Alerts. Voice Alerts are rounded up to the nearest minute and are based on the country of the Contact phone number. Call Bridging and, if applicable Conference Calling, are per minute, per connection based on each of the outbound call connections.
 - (b) SMS Alerts. SMS Alerts are sent per segment based on the country of the Contact phone number. Each SMS segment is comprised of approximately (i) 160 characters for GSM-7 encoded messages and (ii) 70 characters for UCS-2/non-GSM-7 encoded; messages exceeding such character limits will be segmented into (x) 153-character segments for GSM-7 encoded messages and (y) 67-character segments for UCS-2/non-GSM-7 encoded messages. These segmenting requirements may vary by telecommunication carrier and country. Lengthy, multi-segment Alerts may be restricted by telecommunications carriers. Multi-segment SMS Alerts will incur multiple charges, one charge per segment and any responses via SMS will also incur charges, one charge per response.
 - (c) Facsimile (Fax). Faxes are per page based on the country of the Contact fax number.

B. Risk Intelligence

Subscriber's right to access and use the 'Risk Intelligence' Subscription Services identified on the SOW (the "Risk Intelligence Services") is subject to the following additional terms:



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1. For purposes of the Risk Intelligence Services, "Asset" means a person, fixed location or property identified by Subscriber to be monitored by the Risk Intelligence Services by inputting the coordinates of the fixed location, or by monitoring the geolocation of the person or property with the enabled Crisis24 mobile application or another geo-tracking system.



ONSOLVE ACCEPTABLE USE POLICY

1) Definitions.

- a) "Alert(s)" means notifications/messages issued through the Subscription Services, without regard to whether a Contact responds to such Alert..
- b) "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with the underlying agreement between the OnSolve and the Customer..
- c) "Contact(s)" means an individual person/recipient ("Recipient") capable of only receiving and responding to Alerts/Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- d) "Content" means content, data, text, messages and other material contained in an Alert.
- e) "Services" means those services to be provided by OnSolve to Customer as set forth on the applicable Order Form, including but not limited to the Subscription Services, Non-Recurring Services and Professional Services.
- f) "User" means, collectively, Administrator(s), Initiator(s) and Contact(s) or Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require continued use of the Services.

2) General Terms.

- a) All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will OnSolve or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Alerts that are sent through its accounts (other than if caused by the Service itself or breaches by OnSolve); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.
- b) Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.
- c) Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.
- d) Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.
- e) Customer will not utilize the Services for any purpose unrelated to the purpose set forth on the applicable Order Form.
- f) Customer will not send any Short Message Service ("SMS") Alerts to a User unless Customer has obtained such User's "opt-in" consent.
- g) Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Alerts, including information on how to "opt-out" or unsubscribe.
- h) Customer will not send Alerts to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.
- i) Customer's total Alerts to an individual Contact will not exceed an average of one (1) Alert per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Alerts sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.
- j) Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.
- k) Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms,



Statement of Work

cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

- l) Customer may send SMS Texts in text format only.
- m) Customer acknowledges and agrees that Alerts may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Alerts may not be timely received and that the carrier does not guarantee that messages will be delivered.
- n) Customer acknowledges that OnSolve may block Alerts (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).
- o) Customer agrees to maintain all security regarding its account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform OnSolve of the compromise.



Consent Agenda Item No. 8.I.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Hoerr Construction, Inc., for Fiscal Years 2026, 2027, and 2028 Sewer Rehabilitation and CCTV Inspection Program (Bid #2026-05), in the Amount of \$6,545,416.20, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2c. Functional, well maintained sewer collection system

Goal 5. Prosperous Downtown Bloomington

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

Background: If approved, the City will enter into an agreement with Hoerr Construction, Inc. ("Hoerr") for the Fiscal Year ("FY") 2026, 2027, and 2028 Sewer Rehabilitation and Closed-Circuit Television ("CCTV") Inspection program. This scope of work involves the annual installation of approximately 10,000 feet of sanitary sewer cured-in-place pipe lining ("CIPP") of sizes between eight inches and 60 inches.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, July 31, 2025, electronically via the City's e-Procurement Portal, OpenGov. Hoerr was the only, and, therefore, lowest, responsible bidder among the bids opened on July 31st. None of the bidders were local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

Contingency is included in the bid and shall be used for unforeseen issues that may arise during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor. The contract allows 300 calendar days for the work to be completed from the issuance of the Notice to Proceed for each Fiscal Year.

The work within the proposed contract includes the Base Bid and Additive Alternatives 1, 2, and 3 for each of the Fiscal Years. The Additive Alternatives are additional work and were included in this bid package in case the City received favorable pricing. The

original FY 2026, FY 2027, and FY 2028 annual budgeted amounts for the project were \$2,000,000, and the low bid totaled \$2,209,941.70 for FY 2026, \$2,124,787.00 for FY 2027, and \$2,210,687.50 for FY 2028.

The City has 336 miles of combination and sanitary sewers. Since 2012, the City has televised approximately 327 of the 336 miles of sewers (97.5%), and CIPP lined approximately 45 of the 336 miles of sewers (13.5%). By televising the sewers, staff and consultants can determine the condition of the existing sewer system and prioritize sewers to be lined, before potential failures at the surface, and reduce the chances of expensive sewer point repairs that require traditional excavation methods. The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on criteria such as consequences of failure, likelihood of failure (using methods such as the National Association of Sewer Service Companies Pipeline Assessment Certification Program structural assessment), and the location of the sewer under major City routes. The City's 2014 Stormwater and Sanitary Sewer Master Plans recommend spending \$3,250,000 annually to rehabilitate the City's sewer system.

Community Groups/Interested Persons Contacted: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on June 11, 2025.

Financial Impact: If approved, the City will enter into a construction agreement with Hoerr Construction, Inc., in the amount of \$2,209,941.70 for FY 2026, \$2,124,787.00 for FY 2027, and \$2,210,687.50 for FY 2028, totaling \$6,545,416.20 for the three Fiscal Years. The awarded contract amount of \$6,545,416.20 will be paid out of the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550). This project is included in the FY 2026 Budget as the "Multi-Year Sanitary Sewer Rehabilitation" budgeted at \$2,000,000 and proposed at \$2,000,000 for the FY 2027 and FY 2028 Budgets. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 154, 229, 311, 312, 313, 338, and 341. Even though the FY 2026 recommended amount to award is above the budget by \$209,941.70, if necessary, Finance will bring forth a budget amendment at the end of the fiscal year for Council consideration. If approved, the Engineering Division will include the FY 2027 and FY 2028 amounts awarded in the respective years' budgets.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Bid Tab
4. FY26-28 Overall Plan
5. Completed Sewer Lining

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH HOERR CONSTRUCTION, INC.,
FOR FISCAL YEARS 2026, 2027, AND 2028 SEWER REHABILITATION AND CCTV
INSPECTION PROGRAM (BID #2026-05), IN THE AMOUNT OF \$6,545,416.20**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Hoerr Construction, Inc., be approved for the Fiscal Years (“FY”) 2026, 2027, and 2028 Sewer Rehabilitation and CCTV Inspection Program (“Exhibit A”), in the amount of \$2,209,941.70 for FY 2026, \$2,124,787.00 for FY 2027, and \$2,210,687.50 for FY 2028, for a total of \$6,545,416.20 (“PROJECT”); and

WHEREAS, PROJECT consists of work necessary to install approximately 10,000 feet of sanitary sewer cured-in-place pipe (“CIPP”) lining of sizes between eight to 60 inches annually and a contingency line item; and

WHEREAS, by televising the sewers, staff and consultants can determine the condition of the existing sewer system and prioritize sewers to be lined, before potential failures at the surface, and reduce the chances of expensive sewer point repairs that require traditional excavation methods; and

WHEREAS, the sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on criteria such as consequences of failure, likelihood of failure (using methods such as the National Association of Sewer Service Companies Pipeline Assessment Certification Program structural assessment), and the location of the sewer under major City routes; and

WHEREAS, the City's 2014 Stormwater and Sanitary Sewer Master Plans recommend spending \$3,250,000 annually to rehabilitate the City's sewer system; and

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

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

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

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Hoerr Construction, Inc.

FOR

FY2026, FY2027, and FY2028 Sewer Rehabilitation & CCTV Inspection

THIS AGREEMENT, dated this ____ day of _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Hoerr Construction, 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 #2026-05) (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:

Hoerr Construction, Inc.
1416 County Road 200
Goodfield, IL 61742
smartin@hoerr.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

By: 
Its President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

1. Sewer Lining with Cured-in-Place Pipe (CIPP) Various Sizes up to 10,339 Linear Feet (LF) for FY2026, 13,661 LF for FY2027, and 6,375 LF for FY2028.
2. Point Repairs and other necessary items and incidentals.
3. CCTV Inspection Various Sizes 24,171 LF for FY2026, 11,000 LF for FY2027, and 11,000 LF for FY2028.

Start: Date provided on the Notice to Proceed.

Completion: 300 days following the date on the Notice to Proceed

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

EXHIBIT B
COSTS/FEES

The City will be awarding the Base Bid and Alternates 1-3 for the three Fiscal Years for a total of \$2,209,941.70 for FY2026, \$2,124,787.00 for FY2027, and \$2,210,687.50 for FY2028 and a combined total of \$6,545,416.20 for all three Fiscal Years. Line item unit costs and totals are included in the Evaluation Tabulation which has been incorporated in this Agreement as part of the Procurement Documents.

Additional payment terms are included in the Special Provisions as part of the Procurement Documents.

Bid #2026-05 FY26 Sewer Rehabilitation				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8" Dia. Cured-In-Place Pipe (CIPP)	852	LF	\$57.00	\$48,564.00
2	10" Dia. Cured-In-Place Pipe (CIPP)	75	LF	\$102.00	\$7,650.00
3	12" Dia. Cured-In-Place Pipe (CIPP)	3255	LF	\$49.00	\$159,495.00
4	15" Dia. Cured-In-Place Pipe (CIPP)	1276	LF	\$65.00	\$82,940.00
5	18" Dia. Cured-In-Place Pipe (CIPP)	169	LF	\$136.00	\$22,984.00
6	20"-21" Dia. Cured-In-Place Pipe (CIPP)	2379	LF	\$118.00	\$280,722.00
7	24" Dia. Cured-In-Place Pipe (CIPP)	356	LF	\$120.00	\$42,720.00
8	36" Dia. Cured-In-Place Pipe (CIPP)	1230	LF	\$262.00	\$322,260.00
9	48" Dia. Cured-In-Place Pipe (CIPP)	178	LF	\$525.00	\$93,450.00
10	Root Cutting	30	HR	\$469.00	\$14,070.00
11	Lateral Launch, 8"-24" Dia.	80	HR	\$513.00	\$41,040.00
12	Lateral Launch, >24" Dia.	20	HR	\$625.00	\$12,500.00
13	Heavy Duty Sewer Cleaning, 8"-24" Dia.	40	HR	\$508.00	\$20,320.00
14	Heavy Duty Sewer Cleaning, >24" Dia.	160	HR	\$633.00	\$101,280.00
15	Service Lateral Reinstatement	300	EA	\$100.00	\$30,000.00
16	Removal of Protruding Lateral Connections	50	EA	\$400.00	\$20,000.00
17	Locate Pipe Defect	10	EA	\$1,055.00	\$10,550.00
18	Manhole Cementitious Coating - Street	180	VF	\$375.00	\$67,500.00
19	Manhole Cementitious Coating - Easement	20	VF	\$790.00	\$15,800.00
20	Manhole Replace Bench and Trough	20	EA	\$2,600.00	\$52,000.00
21	Supply Water - Complete	1	LS	\$4,000.00	\$4,000.00
22	Traffic Control and Protection	1	LS	\$13,700.00	\$13,700.00
23	Mobilization	1	LS	\$44,600.00	\$44,600.00
24	Contingency	1	LS	\$200,000.00	\$200,000.00
	Total				\$1,708,145.00
Bid #2026-05 FY26 Sewer Rehabilitation Alternate 1				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	42" Dia. Cured-In-Place Pipe (CIPP)	569	LF	\$266.00	\$151,354.00
	Total				\$151,354.00
Bid #2026-05 FY26 Sewer Rehabilitation Alternate 2				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (24"- 48" Dia.)	2333	FT	\$4.00	\$9,332.00
	Total				\$9,332.00
Bid #2026-05 FY26 Sewer Rehabilitation Alternate 3				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CCTV Sewer Inspection, 8" Dia.	4687	LF	\$4.00	\$18,748.00
2	CCTV Sewer Inspection, 10" Dia.	505	LF	\$4.60	\$2,323.00
3	CCTV Sewer Inspection, 12" Dia.	5340	LF	\$3.50	\$18,690.00
4	CCTV Sewer Inspection, 15" Dia.	2582	LF	\$3.60	\$9,295.20
5	CCTV Sewer Inspection, 18" Dia.	550	LF	\$4.25	\$2,337.50
6	CCTV Sewer Inspection, 20"-21" Dia.	2484	LF	\$5.00	\$12,420.00
7	CCTV Sewer Inspection, 24" Dia.	2645	LF	\$5.00	\$13,225.00
8	CCTV Sewer Inspection, 27" Dia.	475	LF	\$5.00	\$2,375.00
9	CCTV Sewer Inspection, 36" Dia.	3000	LF	\$5.00	\$15,000.00
10	CCTV Sewer Inspection, 60" Dia.	424	LF	\$6.00	\$2,544.00
11	CCTV Sewer Inspection, 66"-96" Dia.	1479	LF	\$7.00	\$10,353.00
12	Heavy Duty Sewer Cleaning, 8"-27" Dia.	350	HR	\$520.00	\$182,000.00
13	Heavy Duty Sewer Cleaning, 36"-60" Dia.	30	HR	\$560.00	\$16,800.00
14	Heavy Duty Sewer Cleaning, 66"- 96" Dia.	30	HR	\$560.00	\$16,800.00
15	Traffic Control and Protection	1	LS	\$7,400.00	\$7,400.00
16	Mobilization	1	LS	\$5,800.00	\$5,800.00
17	Contingency	1	LS	\$5,000.00	\$5,000.00
	Total				\$341,110.70
Bid #2026-05 FY26 Sewer Rehabilitation Total					\$2,209,941.70
Bid #2026-05 FY27 Sewer Rehabilitation				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8" Dia. Cured-In-Place Pipe (CIPP)	4500	LF	\$33.50	\$150,750.00

2	10" Dia. Cured-In-Place Pipe (CIPP) (TBD)	600	LF	\$51.00	\$30,600.00
3	12" Dia. Cured-In-Place Pipe (CIPP) (TBD)	1000	LF	\$53.00	\$53,000.00
4	15" Dia. Cured-In-Place Pipe (CIPP) (TBD)	650	LF	\$65.00	\$42,250.00
5	18" Dia. Cured-In-Place Pipe (CIPP) (TBD)	600	LF	\$78.00	\$46,800.00
6	20"-21" Dia. Cured-In-Place Pipe (CIPP) (TBD)	650	LF	\$91.00	\$59,150.00
7	48" Dia. Cured-In-Place Pipe (CIPP)	1729	LF	\$364.00	\$629,356.00
8	Root Cutting	60	HR	\$610.00	\$36,600.00
9	Lateral Launch, 8"-24" Dia.	40	HR	\$585.00	\$23,400.00
10	Lateral Launch, >24" Dia.	60	HR	\$715.00	\$42,900.00
11	Heavy Duty Sewer Cleaning, 8"-24" Dia.	40	HR	\$580.00	\$23,200.00
12	Heavy Duty Sewer Cleaning, >24" Dia.	40	HR	\$710.00	\$28,400.00
13	Service Lateral Reinstatement	300	EA	\$100.00	\$30,000.00
14	Removal of Protruding Lateral Connections	40	EA	\$400.00	\$16,000.00
15	Locate Pipe Defect	10	EA	\$1,100.00	\$11,000.00
16	Manhole Cementitious Coating - Street	180	VF	\$390.00	\$70,200.00
17	Manhole Cementitious Coating - Easement	20	VF	\$810.00	\$16,200.00
18	Manhole Replace Bench and Trough	20	EA	\$2,680.00	\$53,600.00
19	Supply Water - Complete	1	LS	\$4,000.00	\$4,000.00
20	Traffic Control and Protection	1	LS	\$10,000.00	\$10,000.00
21	Mobilization	1	LS	\$31,500.00	\$31,500.00
22	Contingency	1	LS	\$100,000.00	\$100,000.00
Total					\$1,508,906.00
Bid #2026-05 FY27 Sewer Rehabilitation Alternate 1				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	24" Dia. Cured-In-Place Pipe (CIPP)	3932	LF	\$118.00	\$463,976.00
Total					\$463,976.00
Bid #2026-05 FY27 Sewer Rehabilitation Alternate 2				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (24"- 48" Dia.)	5661	FT	\$5.00	\$28,305.00
Total					\$28,305.00
Bid #2026-05 FY27 Sewer Rehabilitation Alternate 3				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CCTV Sewer Inspection, 8" Dia. (TBD)	1000	LF	\$4.20	\$4,200.00
2	CCTV Sewer Inspection, 10" Dia. (TBD)	1000	LF	\$4.20	\$4,200.00
3	CCTV Sewer Inspection, 12" Dia. (TBD)	1000	LF	\$4.20	\$4,200.00
4	CCTV Sewer Inspection, 15" Dia. (TBD)	1000	LF	\$4.50	\$4,500.00
5	CCTV Sewer Inspection, 18" Dia. (TBD)	1000	LF	\$5.00	\$5,000.00
6	CCTV Sewer Inspection, 20"-21" Dia. (TBD)	1000	LF	\$5.50	\$5,500.00
7	CCTV Sewer Inspection, 24" Dia. (TBD)	1000	LF	\$5.50	\$5,500.00
8	CCTV Sewer Inspection, 27" Dia. (TBD)	1000	LF	\$6.00	\$6,000.00
9	CCTV Sewer Inspection, 36" Dia. (TBD)	1000	LF	\$6.00	\$6,000.00
10	CCTV Sewer Inspection, 60" Dia. (TBD)	1000	LF	\$6.50	\$6,500.00
11	CCTV Sewer Inspection, 66"-96" Dia. (TBD)	1000	LF	\$7.00	\$7,000.00
12	Heavy Duty Sewer Cleaning, 8"-27" Dia.	20	HR	\$650.00	\$13,000.00
13	Heavy Duty Sewer Cleaning, 36"-60" Dia.	20	HR	\$750.00	\$15,000.00
14	Heavy Duty Sewer Cleaning, 66"- 96" Dia.	20	HR	\$750.00	\$15,000.00
15	Traffic Control and Protection	1	LS	\$2,500.00	\$2,500.00
16	Mobilization	1	LS	\$14,500.00	\$14,500.00
17	Contingency	1	LS	\$5,000.00	\$5,000.00
Total					\$123,600.00
Bid #2026-05 FY27 Sewer Rehabilitation Total					\$2,124,787.00
Bid #2026-05 FY28 Sewer Rehabilitation				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$52.00	\$26,000.00
2	10" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$59.00	\$29,500.00
3	12" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$64.00	\$32,000.00
4	15" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$75.00	\$37,500.00
5	18" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$87.00	\$43,500.00
6	20"-21" Dia. Cured-In-Place Pipe (CIPP) (TBD)	500	LF	\$103.00	\$51,500.00

7	60" x 40" teardrop Cured-In-Place Pipe (CIPP)	2100	LF	\$452.00	\$949,200.00
8	Root Cutting	40	HR	\$555.00	\$22,200.00
9	Lateral Launch, 8"-24" Dia.	10	HR	\$610.00	\$6,100.00
10	Lateral Launch, >24" Dia.	50	HR	\$730.00	\$36,500.00
11	Heavy Duty Sewer Cleaning, 8"-24" Dia.	10	HR	\$600.00	\$6,000.00
12	Heavy Duty Sewer Cleaning, >24" Dia.	40	HR	\$720.00	\$28,800.00
13	Service Lateral Reinstatement	150	EA	\$100.00	\$15,000.00
14	Removal of Protruding Lateral Connections	40	EA	\$400.00	\$16,000.00
15	Locate Pipe Defect	10	EA	\$1,100.00	\$11,000.00
16	Manhole Cementitious Coating - Street	180	VF	\$400.00	\$72,000.00
17	Manhole Cementitious Coating - Easement	20	VF	\$850.00	\$17,000.00
18	Manhole Replace Bench and Trough	20	EA	\$2,800.00	\$56,000.00
19	Supply Water - Complete	1	LS	\$4,000.00	\$4,000.00
20	Traffic Control and Protection	1	LS	\$13,400.00	\$13,400.00
21	Mobilization	1	LS	\$38,500.00	\$38,500.00
22	Contingency	1	LS	\$100,000.00	\$100,000.00
	Total				\$1,611,700.00
Bid #2026-05 FY28 Sewer Rehabilitation Alternate 1				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	54" x 36" teardrop Cured-In-Place Pipe (CIPP)	1275	LF	\$350.00	\$446,250.00
	Total				\$446,250.00
Bid #2026-05 FY28 Sewer Rehabilitation Alternate 2				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (48" -60" Dia.)	3375	FT	\$4.50	\$15,187.50
	Total				\$15,187.50
Bid #2026-05 FY28 Sewer Rehabilitation Alternate 3				Hoerr Construction, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CCTV Sewer Inspection, 8" Dia. (TBD)	1000	LF	\$4.40	\$4,400.00
2	CCTV Sewer Inspection, 10" Dia. (TBD)	1000	LF	\$4.40	\$4,400.00
3	CCTV Sewer Inspection, 12" Dia. (TBD)	1000	LF	\$4.40	\$4,400.00
4	CCTV Sewer Inspection, 15" Dia. (TBD)	1000	LF	\$4.60	\$4,600.00
5	CCTV Sewer Inspection, 18" Dia. (TBD)	1000	LF	\$5.50	\$5,500.00
6	CCTV Sewer Inspection, 20"-21" Dia. (TBD)	1000	LF	\$5.60	\$5,600.00
7	CCTV Sewer Inspection, 24" Dia. (TBD)	1000	LF	\$5.80	\$5,800.00
8	CCTV Sewer Inspection, 27" Dia. (TBD)	1000	LF	\$6.20	\$6,200.00
9	CCTV Sewer Inspection, 36" Dia. (TBD)	1000	LF	\$6.20	\$6,200.00
10	CCTV Sewer Inspection, 60" Dia. (TBD)	1000	LF	\$6.70	\$6,700.00
11	CCTV Sewer Inspection, 66"-96"" Dia. (TBD)	1000	LF	\$7.20	\$7,200.00
12	Heavy Duty Sewer Cleaning, 8"-27" Dia.	20	HR	\$650.00	\$13,000.00
13	Heavy Duty Sewer Cleaning, 36"-60" Dia.	20	HR	\$770.00	\$15,400.00
14	Heavy Duty Sewer Cleaning, 66"- 96" Dia.	20	HR	\$770.00	\$15,400.00
15	Traffic Control and Protection	1	LS	\$13,000.00	\$13,000.00
16	Mobilization	1	LS	\$14,750.00	\$14,750.00
17	Contingency	1	LS	\$5,000.00	\$5,000.00
	Total				\$137,550.00
Bid #2026-05 FY28 Sewer Rehabilitation Total					\$2,210,687.50
Bid #2026-05 FY26-28 Sewer Rehabilitation Total					\$6,545,416.20

FY2026
Lining and CCTV



Legend

Lining

Lining (Base Bid)

Lining (Alt 1)

CCTV (Alt 3)

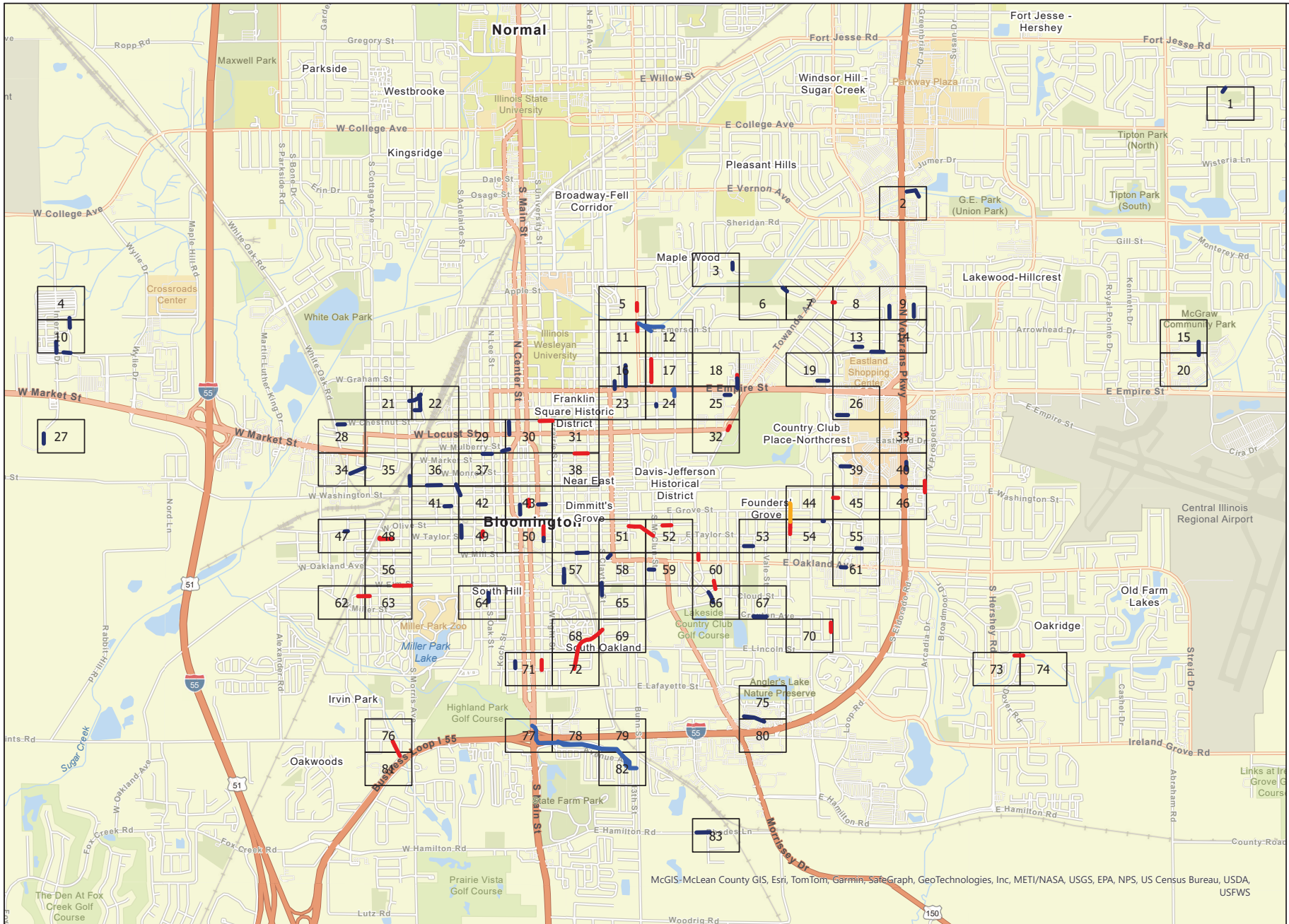
CCTV

CCTV Heavy Cleaning (MSA)

CCTV Normal Cleaning (MSA)

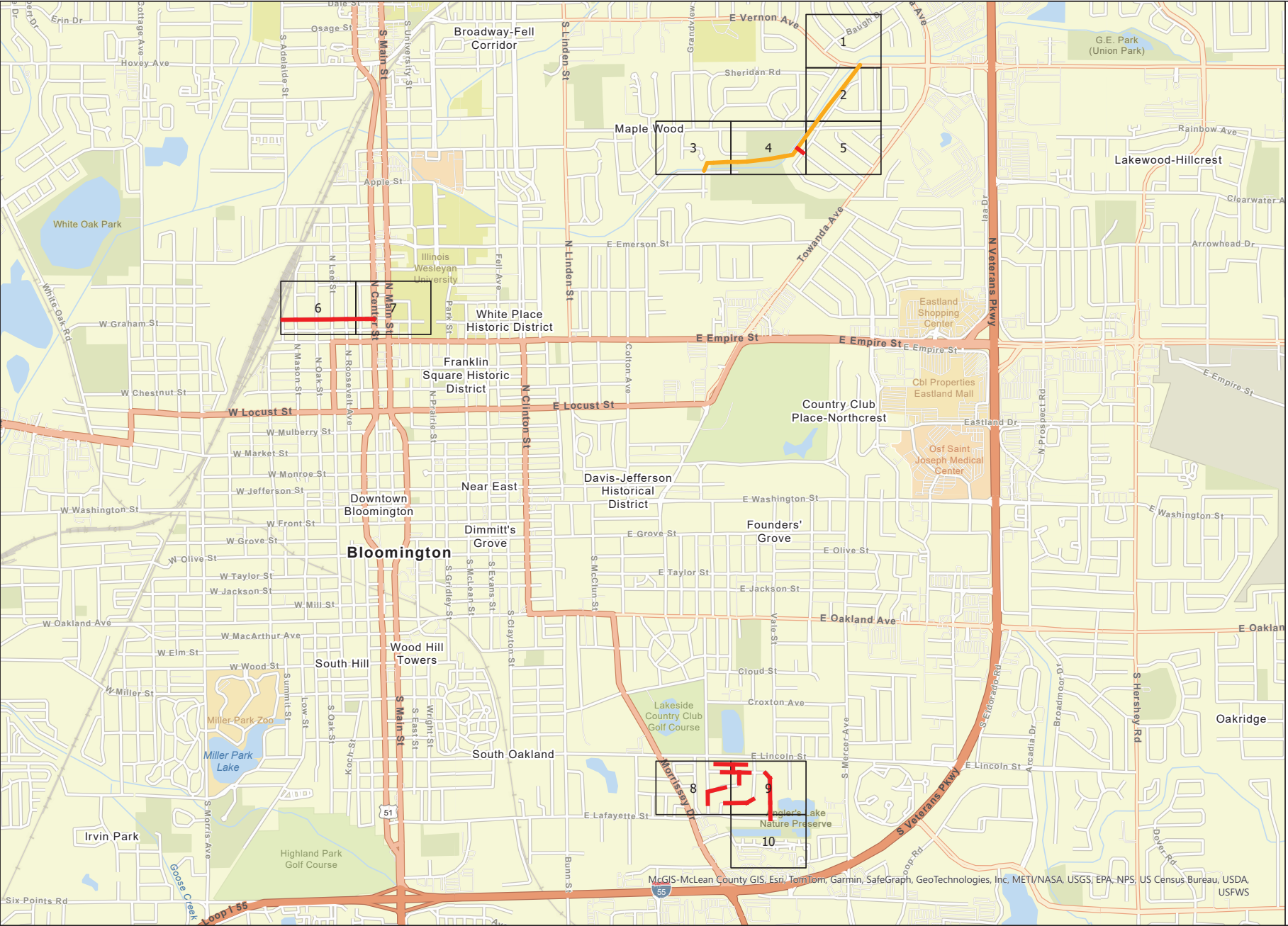
CCTV Tap Intruding (MSA)

Map Page



McGIS-McLean County GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Date: 6/3/2025



FY2027
Lining


Department of Engineering

Legend

Lining

Lining (Base Bid)

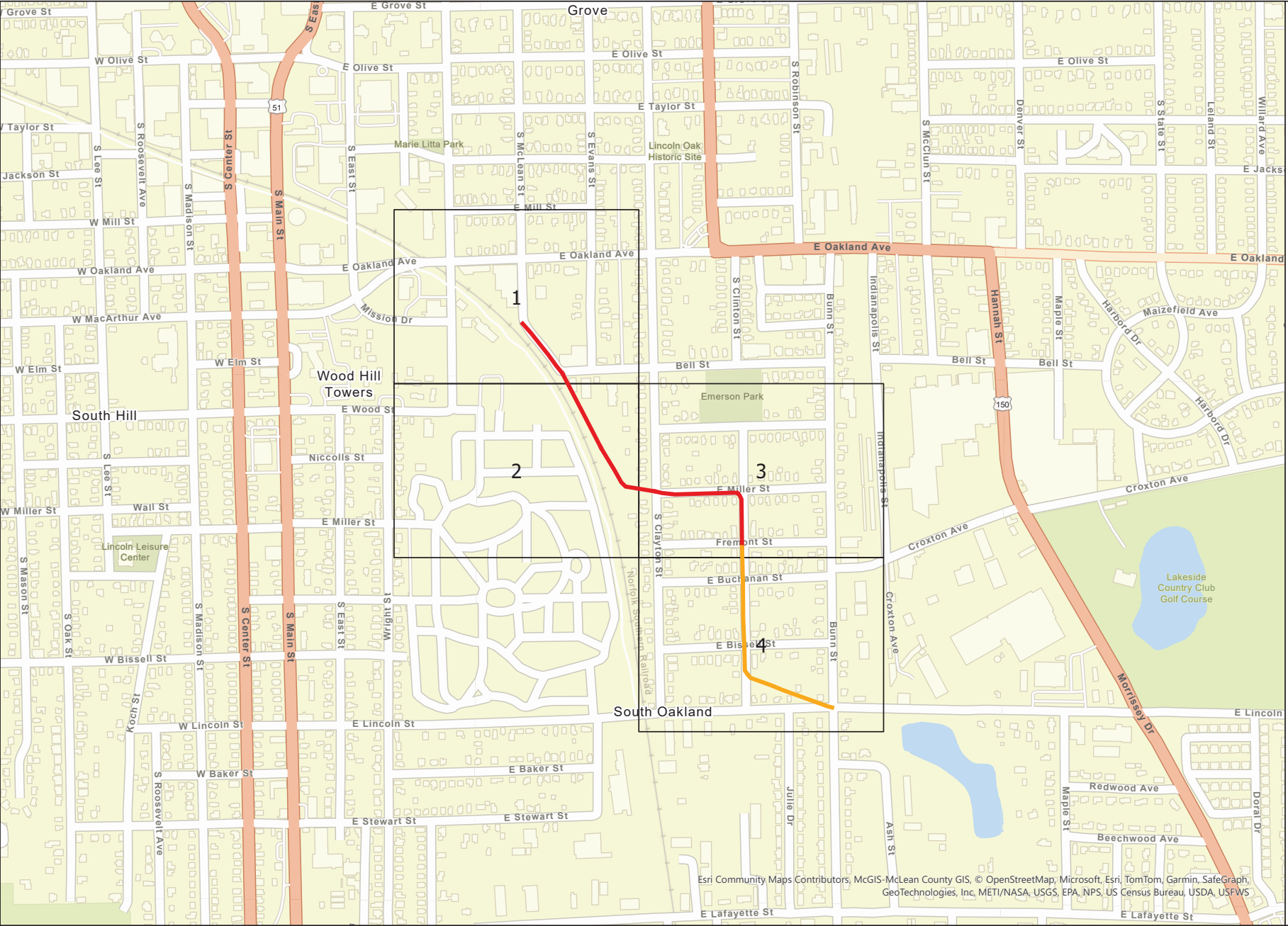
Lining (Alt 1)

Map Page



McGIS-McLean County GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Date: 6/4/2025



FY2028
Lining


Department of Engineering

Legend

Lining

Lining (Base Bid)

Lining (Alt 1)

Map Page



Esri Community Maps Contributors, McGIS-McLean County GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Date: 6/4/2025

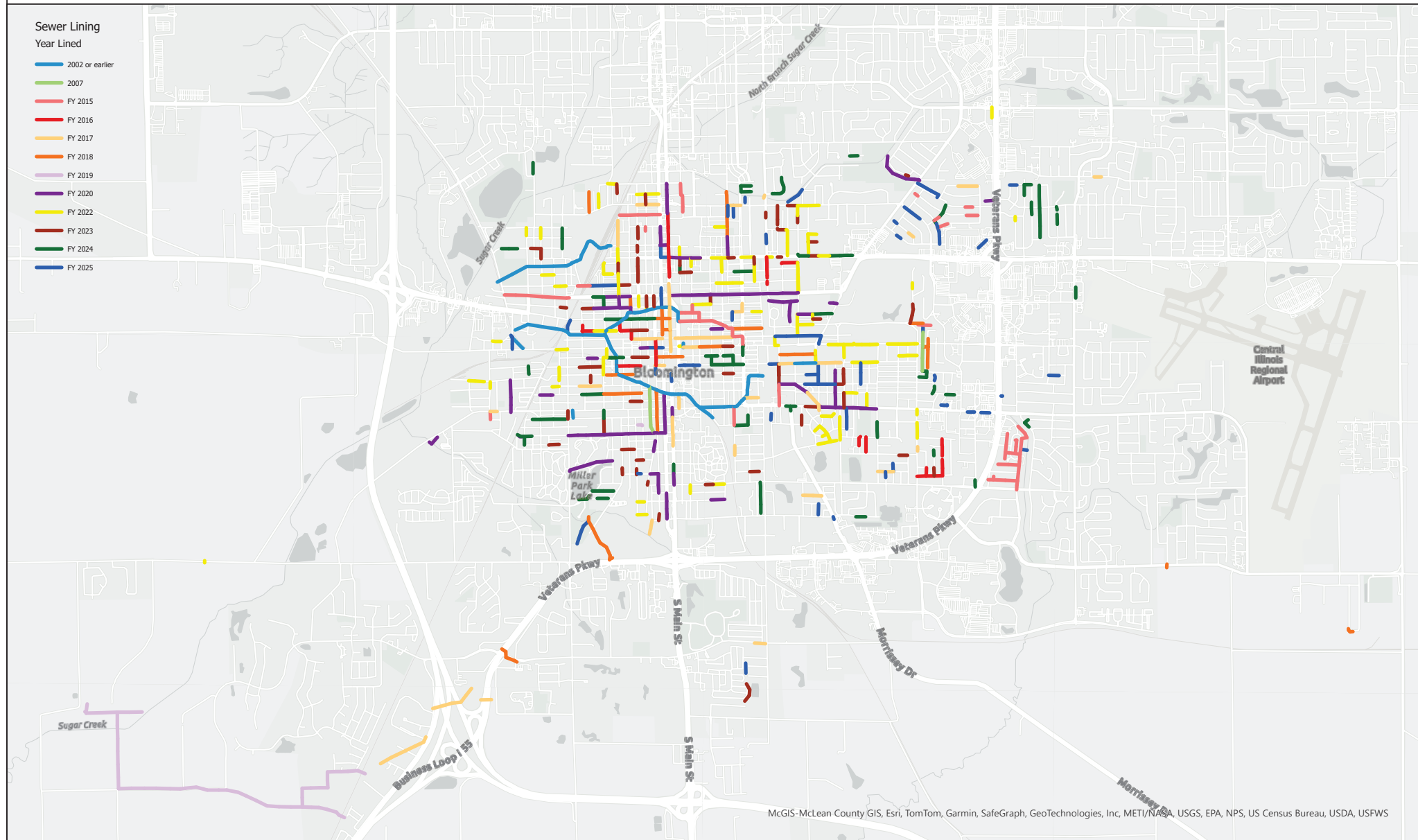
Completed Sewer Lining



0 0.5 1
Miles
Date: 7/28/2025

Sewer Lining Year Lined

- 2002 or earlier
- 2007
- FY 2015
- FY 2016
- FY 2017
- FY 2018
- FY 2019
- FY 2020
- FY 2022
- FY 2023
- FY 2024
- FY 2025



McGIS-McLean County GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Consent Agenda Item No. 8.J.

For City Council: August 25, 2025

Ward Impacted: Ward 1

Ward 2

Ward 8

Subject: Consideration and Action on (1) a Resolution Approving a Construction Engineering Services Agreement for Hamilton Road Phase 2 for Motor Fuel Tax ("MFT") Funds, with Hutchison Engineering Inc. ("Hutchison"), in the Amount Not to Exceed \$1,596,181, and (2) an Illinois Department of Transportation ("IDOT") Resolution for Improvement Under the Illinois Highway Code, as requested by the Engineering Department.

Recommended Motion: The proposed Resolutions be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

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

Background: If approved, the City will use state Motor Fuel Tax ("MFT") funds to enter into an Engineering Services Agreement with Hutchison for Construction Engineering Services for Phase 2 of Hamilton Road, from Bunn Street to Commerce Parkway. A similar Construction Services Agreement was approved by Council on February 10, 2025, for Phase 1 of the Hamilton Road project, covering the section from Commerce Parkway to Morrissey Drive. The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway.

Through the approved agreement, not to exceed \$1,596,181, Hutchison will manage Construction Engineering Services by providing a Resident Technician and a certified staff member will oversee construction quality, adherence to Illinois Department of Transportation ("IDOT") and Norfolk Southern Railroad standards, and contract compliance. Key responsibilities include acting as the City's Liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining records in IDOT's Construction and Materials Management System, preparing project documentation, and coordinating schedules, inspections, and utility relocations. The

consultant will also enforce traffic control and stormwater compliance, perform quality assurance field and material testing, and finalize project completion through inspections, punch lists, and as-built documentation delivery. Additional details on the scope and fee can be found in the attached documents.

In November 2024, the Department initiated the drafting of a Request for Statement of Qualifications ("RFQ") in compliance with IDOT Local Roads guidelines. The RFQ was published in *The Pantagraph* and posted on the City's Procurement Portal, OpenGov, on November 20, 2024, inviting prospective firms to participate. The submission window closed on December 16, 2024, followed by an evaluation of firms and the Department informed the selected firm of its intent to proceed with an agreement, contingent on City Council approval. City staff are confident that entering into this agreement is in the community's best interest to ensure the successful completion of the Hamilton Road project.

A general rule of thumb for the cost of construction services is 10-12% of the construction costs, while, historically, staff have used 10% for budgetary purposes. The amount depends upon the project's size, complexity, and scope. The proposed agreement is 9.91% of construction costs (\$16,110,130.47) and includes the necessary resources to ensure the consultant can respond to any construction schedule presented by the contractor and is able to complete as-built plans and finalize all documentation needed to close out the contract with IDOT. Any unused funds will be returned to the City.

The Hamilton Road project, spanning approximately 1.6 miles, is being bid and constructed in two phases. Please refer to the attached Split Plan map for detailed information on the phases. Phase 1 of the Hamilton Road project, from Commerce Parkway to Morrissey Drive (shown by green lines on the referenced map), will include widening, adding turn lanes, resurfacing, and upgrading traffic signals at Morrissey Drive. Phase 2 (shown by red lines in the referenced map) will include HMA pavement, curb and gutter, storm sewer system, sidewalk, multi-use path, water main, fencing, and all incidental items shown in the plans and as described in the Special Provisions. This agenda item covers Construction Engineering Services for Phase 2 of the Hamilton Road project.

Community Groups/Interested Persons Contacted: On November 20, 2024, a legal notice was published in *The Pantagraph* newspaper and on the City's Procurement Portal, *OpenGov*, requesting a statement of qualifications.

Financial Impact: If approved, the City will enter into a Construction Engineering Services Agreement for Motor Fuel Tax (MFT) Funds, with Hutchison, in an amount not to exceed \$1,596,181. The Engineering Division included \$1,605,050 in the FY 2026 State Motor Fuel Tax Budget. This will be paid from the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 237, and 238.

Attachments:

1. IDOT Resolution
2. City Resolution
3. City Resolution - Exhibit A - Agreement
4. Hamilton Road Project - Split Phases 1 and 2 Map
5. Hamilton Road Project Map



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00360-01-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Bloomington

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	1.22	FAU 6371	Bunn Street	Commerce Parkway

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

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

2. That there is hereby appropriated the sum of One million five hundred ninety six thousand one hundred eighty one and 00/100 Dollars (\$1,596,181.00) for the improvement of

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

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

I, Leslie Yocum

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 aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Bloomington

Name of Local Public Agency

at a meeting held on August 25, 2025

Date

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

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR HAMILTON ROAD PHASE 2 FOR MOTOR FUEL TAX (“MFT”) FUNDS, WITH HUTCHISON ENGINEERING, INC., IN THE AMOUNT NOT TO EXCEED \$1,596,181

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Construction Engineering Services Agreement for MFT Funds (“AGREEMENT”)(Exhibit A) between the City of Bloomington and Hutchison Engineering, Inc. for the Hamilton Road Project from Bunn Street to Commerce Parkway (“PROJECT”); and

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

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

WHEREAS, the PROJECT contributes to the Strategic Plan objectives to have better quality roads and sidewalks and a well-planned City with necessary services and infrastructure; and

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

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

WHEREAS, the AGREEMENT also includes enforcing traffic control and stormwater compliance, performing quality assurance testing, and finalizing project completion through inspections, punch lists, and as-built documentation; 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 (Exhibit A), and any other necessary documents.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency City of Bloomington	County McLean	Section Number 24-00360-01-PV	Job Number C-95-033-25
Project Number SSG2(394)	Contact Name Chad Langan	Phone Number (309) 434-2425	Email clangan@cityblm.org

SECTION PROVISIONS

Local Street/Road Name Hamilton Road	Key Route FAU 6371	Length 3,286'	Structure Number N/A
Location Termini Railroad tracks to west of Bunn St.			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Rhodes Lane	Key Route	Length 860'	Structure Number N/A
Location Termini Hamilton Road to Morrissey Drive (US 150)			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Bunn St.	Key Route	Length 931'	Structure Number N/A
Location Termini North of Hamilton Road to south of Hamilton Road			Add Location Remove Location

Project Description
Project consists of new street and street reconstruction including earth excavation, aggregate subgrade improvement, HMA pavement, PCC driveway pavement, PCC sidewalk, HMA path, pipe culverts, curb and gutter, storm sewer system, HMA path, water system, sanitary sewer system, pavement markings, traffic signals, and other collateral work.

Engineering Funding	☒ MFT/TBP ☐ State ☐ Other	MFT
Anticipated Construction Funding	☒ Federal ☒ MFT/TBP ☐ State ☒ Other	STU, Fed community project, Water Dept.

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

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

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

used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

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

verify compliance with contract specifications.

10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

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

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

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

services; fire; strikes; and floods.

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

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

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

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

(a) Publishing a statement:

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

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

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

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

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

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

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

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

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

11. For Construction Engineering Contracts:

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$1,454,681.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Clark Dietz, Inc.		\$141,500.00
Subconsultant Total		\$141,500.00
Prime Consultant Total		\$1,454,681.00
Total for all work		\$1,596,181.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

City of Bloomington

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

City of Bloomington

City

Clerk

City Manager

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hutchison Engineering, Inc.

By (Signature & Date)

Tyson Bunde 8/12/25

Title

Director of Operations - Peoria

By (Signature & Date)

W. S. L. 8/12/25

Title

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	24-00360-01-PV

**EXHIBIT A
SCOPE OF SERVICES**

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

The scope of services will be as follows:

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

HEI will be responsible for all construction inspection. Clark Dietz will assist HEI with documentation. MTE will provide nuclear density for subgrade, aggregate subbase, and HMA including all required reporting. MTE will provide all field and lab concrete testing including all required reporting.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	24-00360-01-PV

**EXHIBIT B
PROJECT SCHEDULE**

Project is anticipated to start on September 15, 2025 so HEI will begin preparation on September 1, There is 200 working days. Construction is anticipated to be completed by early July 2027 and project closeout completed by December 31, 2027.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	24-00360-01-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes Due date of submittal **12/16/24**

Method(s) used for advertisement and dates of advertisement

Newspaper - Pantagraph - 11/20/24

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

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

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

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

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

Top three consultants ranked for this project in order

1 Hutchison Engineering, Inc.

2

3

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

Local Public Agency		Prime Consultant (Firm) Name		County	Section Number
City of Bloomington		Hutchison Engineering, Inc.		McLean	24-00360-01-PV

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐



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

Local Public Agency	County	Section Number
CITY OF BLOOMINGTON	MCLEAN	24-00360-01-PV
Prime Consultant (Firm) Name	Prepared By	Date
HUTCHISN ENGINEERING, INC.	W. SHANE LARSON	8/11/2025
Consultant / Subconsultant Name	Job Number	
	C-95-033-25	

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

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	28	MONTHS	OVERHEAD RATE	176.33%
START DATE	9/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026		% OF RAISE	3.00%
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2025	1/1/2026	4	14.29%
1	1/2/2026	1/1/2027	12	44.14%
2	1/2/2027	1/1/2028	12	45.47%

CITY OF BLOOMINGTON

MCLEAN

24-00360-01-PV

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C-95-033-25

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

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	3.90%

[illegible]

Local Public Agency

CITY OF BLOOMINGTON

Consultant / Subconsultant Name

County

MCLEAN

Section Number

24-00360-01-PV

Job Number

C-95-033-25

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	10	\$110.00	\$1,100.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	65000	\$0.70	\$45,500.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	20	\$65.00	\$1,300.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$100.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	\$100.00	\$100.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
OT Premium	Eng Tech 5 = \$56.21/2 = \$28.11	500	\$28.11	\$14,055.00
OT Premium	Eng Tech 2 = \$37.17/2 = \$18.59	500	\$18.59	\$9,295.00
OT Premium	Eng Tech 1 = \$30.30/2 = \$15.15	200	\$15.15	\$3,030.00
Total from attached page.		1	\$41,930.00	\$41,930.00

TOTAL DIRECT COSTS: \$116,410.00

CITY OF BLOOMINGTON

MCLEAN

24-00360-01-PV

C-95-033-25

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

1,191,409

BLR 05514 (Rev. 02/06/25)
COST EST

CITY OF BLOOMINGTON

MCLEAN

24-00360-01-PV

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C-95-033-25

Additional Direct Costs:

Item	Quantity	Unit	Contract Rate	Total
Per Diem	10	Days	\$68.00	\$680.00
GPS Survey Equipment	10	Days	\$200.00	\$2,000.00
Nuclear Density Gauge (MTE)	25	Days	\$60.00	\$1,500.00
Nuclear Density Testing (MTE)	200	Hours	\$75.00	\$15,000.00
Concrete Testing (MTE)	250	Hours	\$75.00	\$18,750.00
Concrete Cylinder Breaking (MTE)	200	Each	\$20.00	\$4,000.00
SUB-TOTAL DIRECT COSTS				\$41,930.00



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

Local Public Agency	County	Section Number
City of Bloomington	McLean	24-00360-01-PV
Prime Consultant (Firm) Name	Prepared By	Date
Hutchison Engineering	Keary Roberts	8/6/2025
Consultant / Subconsultant Name	Job Number	
Clark Dietz Engineering	C-95-033-25	

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

Remarks

--

PAYROLL ESCALATION TABLE

CONTRACT TERM	28	MONTHS	OVERHEAD RATE	174.58%
START DATE	9/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026		% OF RAISE	2.00%
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2025	1/1/2026	4	14.29%
1	1/2/2026	1/1/2027	12	43.71%
2	1/2/2027	1/1/2028	12	44.59%

City of Bloomington

McLean

24-00360-01-PV

Clark Dietz Engineering

C-95-033-25

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

Local Public Agency

City of Bloomington

County

McLean

Section Number

24-00360-01-PV

Consultant / Subconsultant Name

Clark Dietz Engineering

Job Number

C-95-033-25

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	9	\$65.00	\$585.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS: \$585.00

City of Bloomington

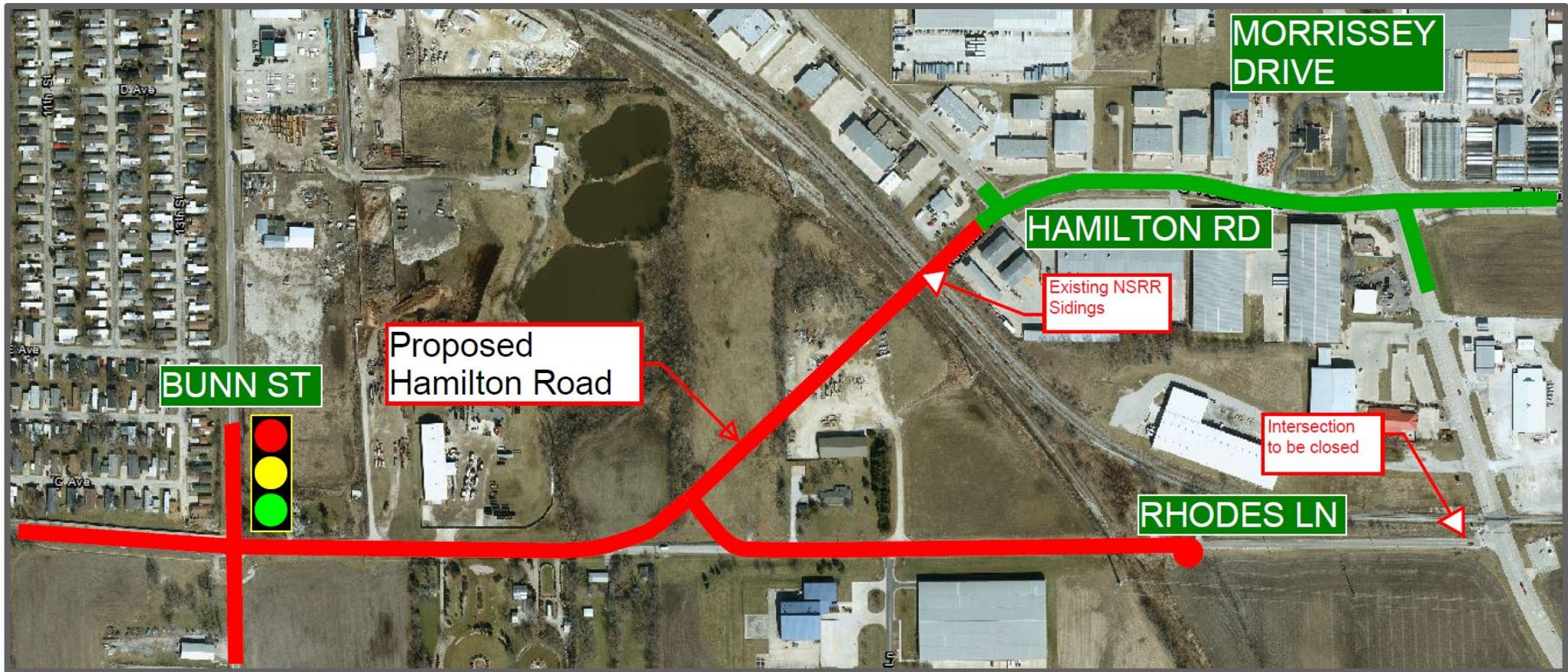
McLean

24-00360-01-PV

Clark Dietz Engineering

C-95-033-25

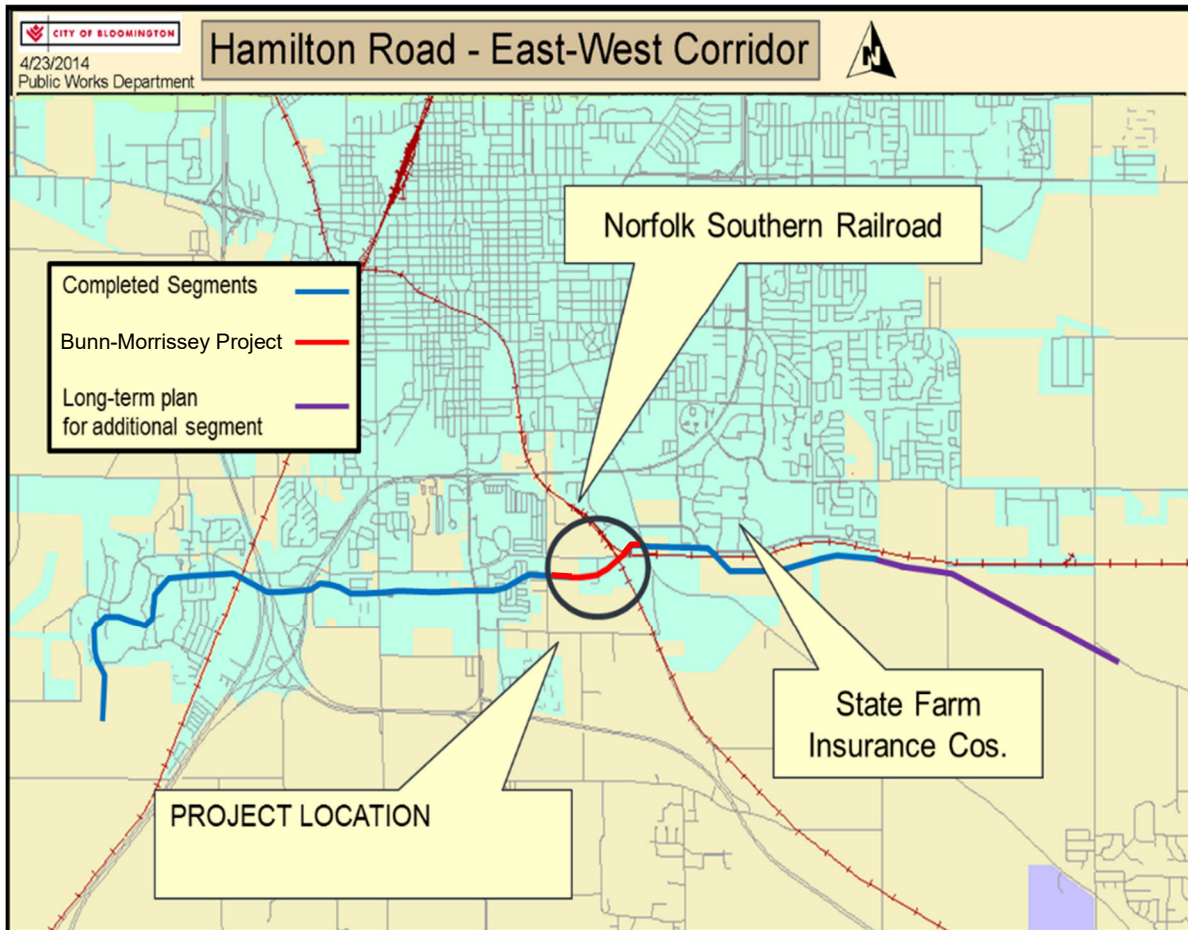
Hamilton Rd, Bunn St to Morrissey Dr Split Phases 1 & 2



Construction Limits

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

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





Consent Agenda Item No. 8.K.

For City Council: August 25, 2025

Ward Impacted: Ward 1

Ward 2

Ward 8

Subject: Consideration and Action on an Ordinance Providing for the Closing of Norfolk Southern Railway Crossings at Western Avenue and Roosevelt Avenue, as requested by the Engineering Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 5. Prosperous Downtown Bloomington

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

Background: If approved, the City will work with Norfolk Southern Railway to permanently close two at-grade crossings located at Western Avenue and Roosevelt Avenue (see attached map) as a conditional requirement of adding a new, signalized, at-grade railroad crossing as a part of the Hamilton Road project. The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway.

On December 6, 2023, the City filed a petition with the Illinois Commerce Commission ("ICC") requesting approval to extend Hamilton Road across a Norfolk Southern Railway track. The City is committed to improving public safety, enhancing traffic flow, and reducing the number of at-grade railroad crossings within city limits. Therefore, part of this petition provided that, if the City were to add a new at-grade crossing, two existing at-grade crossings would be required to be closed. On December 19, 2024, by Order of the ICC (T23-0110), the City was granted permission to extend Hamilton Road across Norfolk Southern Railway track and subsequently close two existing railroad road crossings. Additional details on these closures are provided below.

Western Avenue

The City requested ICC approval to permanently close the Western Avenue at-grade railroad crossing, citing public safety and alternative routes. The crossing, located

between West Washington Street and West Front Street, did not meet the strict closure criteria, based on traffic volume and train speed, but was evaluated under broader public safety considerations. An alternative route via Morris Avenue was within the acceptable adverse distance of 0.75 miles and met the required safety standards. Local officials, including the fire and police chiefs, did not anticipate significant negative impacts on public safety or emergency response times. The City argued that the closure met regulatory criteria and requested an official order for its permanent closure.

Roosevelt Avenue

The City also requested ICC approval to permanently close the Roosevelt Avenue at-grade railroad crossing, located between West Olive Street and Water Street. The request was evaluated based on state regulations, which consider factors like traffic volume, train speed, alternate routes, and public safety. While the traffic volume at Roosevelt Avenue met closure criteria, the train velocity safety index was below the required threshold for mandatory closure. However, overall safety and convenience were also assessed. An alternate route via Madison Street was deemed adequate, as it met regulatory requirements, had sufficient capacity, and would not significantly impact emergency response times. Statements from the fire and police chiefs supported the closure, indicating no major public safety concerns. Based on the totality of the evidence, the closure was considered justified.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: There will be costs to the City to close the two railway crossings as summarized in the Background Section of the memo. The final cost will not be known until the end of Phase 2 of the Hamilton Road Project awarded by IDOT and managed by the City. The engineer's estimate is approximately \$45,000. This will be paid from the previously awarded Council Contract for the FY 2026 Multi-Year Street, Alley, & Sidewalk Repairs. This contract was awarded by City Council on May 27, 2025, Item 7E.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Map

ORDINANCE NO. 2025 - ____

**AN ORDINANCE PROVIDING FOR THE CLOSING OF NORFOLK SOUTHERN RAILWAY
CROSSINGS AT WESTERN AVENUE AND ROOSEVELT AVENUE**

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

WHEREAS, the CITY sought an Order from the Illinois Commerce Commission ("ICC") authorizing the extension of Hamilton Road across a single Norfolk Southern Railway ("NSR") track; and

WHEREAS, on December 6, 2023, a petition was filed with the ICC requesting approval to extend Hamilton Road across the NSR track and to close said railroad crossings; and

WHEREAS, said petition complies in all respects with the ordinances of said CITY and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, by Order of the ICC, on December 19, 2024, the CITY was granted permission to cross and subsequently close two existing railroad road crossings at Western Avenue and Roosevelt Avenue; and

WHEREAS, the City Council of said CITY has the power to pass this Ordinance and grant said closings as shown in Exhibit A; and

WHEREAS, it is reasonable and proper to close said railroad crossings as requested in this case.

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

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

SECTION 2. That NSR Crossings at Western Avenue and Roosevelt Avenue are hereby closed.

SECTION 3. The aforesaid closings notwithstanding, the CITY reserves to itself and to all utilities an easement the full width of the closed crossings for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.

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

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

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

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Consent Agenda Item No. 8.L.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving an Illinois Department of Transportation Land Acquisition Offer, in the Amount of \$9,500 (PIN 21-04-382-018), as requested by the Engineering Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Background: If approved, the City will move forward with accepting the Illinois Department of Transportation's ("IDOT") offer to purchase City-owned property.

IDOT plans to improve US 51 Business (FAP 730) from Olive Street in Bloomington to Gregory/Bowles Street in Normal, with construction scheduled for a November 2025 letting. The project will improve vehicle, pedestrian, and bicycle safety, while increasing roadway and intersection capacity and efficiency in order to meet future growth and development. As part of the project, IDOT requires 0.118 acres (5,142 square feet) of City-owned property at 109 East Olive Street (Parcel 50123001, PIN 21-04-382-018) for right of way. Of this, 4,200 square feet of the City-owned property is within the existing roadway, resulting in a net new acquisition of 942 square feet.

Per state law, IDOT must pay fair market value for the property. An appraisal, completed by a State Certified General Real Estate Appraiser and approved by IDOT on February 24, 2025, valued the acquisition at \$9,500. City staff reviewed the proposal and determined the sale serves the best interest of the City and the public. The terms in IDOT's April 10, 2025, offer are considered fair and reasonable.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will move forward with accepting an Illinois Department of Transportation Land Acquisition Offer in the amount of \$9,500 (PIN 21-04-382-018). This revenue will be recorded in the Engineering-Other Miscellaneous Revenue account (10016210-57990).

Attachments:

1. IDOT Resolution
2. City Ordinance
3. City Ordinance - Exhibit A - Right of Way Plat and Legal
4. City Ordinance - Exhibit B - Appraisal Report
5. City Ordinance - Exhibit C - Appraisal Review Certification
6. City Ordinance - Exhibit D - Offer to Purchase
7. Project Location Map

Owner City of Bloomington, a
municipal corporation
Address 109 East Olive Street
Bloomington, IL 61701
Route FAP 730 (US 51 BUS)
County McLean
Job No. R-95-001-23
Parcel No. 50123001
P.I.N. No. 21-04-382-018
Section (61Z-1,62Z)RS-4&(62Z-R)BR
Project No.
Station 119+29.09 to 121+61.47
Station
Contract No. 70C08
Catalog No.

CERTIFIED RESOLUTION
(Governmental Entity)

I, _____, _____ of City of Bloomington, a municipal corporation, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, 2025, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that _____, the _____ and _____, the _____ of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in McLean County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$9,500.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to 50 ILCS 605/4 voted for the adoption of this resolution as follows: AYE ; NAY ; ABSENT

Dated this _____ day of _____, 2025.

Signature

Print Name and Title

State of

)

) ss

County of

)

This instrument was acknowledged before me on _____, 2025, by

_____, as _____

of City of Bloomington, a municipal corporation .

(SEAL)

Notary Public

My Commission Expires: _____

NAME: City of Bloomington, a municipal corporation
ROUTE: FAP 730 (US 51 BUS)
SECTION: (61Z-1,62Z)RS-4&(62Z-R)BR
COUNTY: MCLEAN
JOB NO.: R-95-001-23
PARCEL: 50123001
PIN NO.: 21-04-382-018
STATION: Rt 119+29.09 to Rt 121+61.47
CONTRACT NO.: 70C08

RIGHT OF WAY
(Government Entity) (Non-Freeway)

Part of Lot 9 of Bloomington Town Survey and part of Lots 1, 2, 3, 4, 5, 6 and 7 and part of the vacated alley in Wilkins, Scott and Stevenson's Addition to the City of Bloomington, Mclean County, Illinois being more particularly described as follows:

Beginning at the northwest corner of Lot 1, thence North 88 degrees 52 minutes 02 seconds East on the north line of said lot, 111.47 feet; thence South 00 degrees 40 minutes 24 seconds East, 11.99 feet; thence South 89 degrees 19 minutes 36 seconds West, 52.21 feet; thence southerly on a curve to the left having a radius of 442.46 feet an arc length of 175.14 feet whose chord bears South 18 degrees 23 minutes 24 seconds West, 174.00 feet to the west line of Lot 9 of Bloomington Town Survey; thence North 01 degrees 27 minutes 58 seconds West on said west line and the west line of Lots 6 through 1 of Wilkins, Scott and Stevenson's Addition, 175.57 feet to the Point of Beginning containing 5142 square feet, more or less of which 4200 square feet, more or less is within existing roadway.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING AN ILLINOIS DEPARTMENT OF TRANSPORTATION LAND ACQUISITION OFFER, IN THE AMOUNT OF \$9,500 (PIN 21-04-382-018)

WHEREAS, the Illinois Department of Transportation ("IDOT"), Office of Program Development, proposes to improve US 51B (FAP 730) from Olive Street in Bloomington to Gregory/Bowles Street in Normal, with construction scheduled for a November 2025 letting; and

WHEREAS, the proposed project will improve vehicle, pedestrian, and bicycle safety, while increasing roadway and intersection capacity and efficiency in order to meet future growth and development; and

WHEREAS, in connection with this project, IDOT requires the acquisition of 0.118 acres (5,142 square feet) of City-owned property located at 109 East Olive Street, for right-of-way purposes as shown in Exhibit A; and

WHEREAS, 4,200 square feet of the proposed acquisition is currently located within the existing roadway, resulting in a net new right of way acquisition of 942 square feet; and

WHEREAS, in accordance with state law, IDOT obtained a certified appraisal of the property, which was performed by a State Certified General Real Estate Appraiser and approved by IDOT on February 24, 2025, concluding a fair market value of \$9,500 (Exhibits B and C) for the portion to be acquired; and

WHEREAS, City staff have reviewed the proposed acquisition, and the terms and conditions set forth in IDOT's Offer to Purchase, Exhibit D, dated April 10, 2025, and determined that the sale is in the best interest of the City and the public.

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

SECTION 1. That the City hereby approves the sale of 0.118 acres of property located at 109 East Olive Street (PIN 21-04-382-018) to the Illinois Department of Transportation for the amount of \$9,500, as set forth in the Offer Package dated April 10, 2025.

SECTION 2. That the City Manager, or designee, is hereby authorized and directed to execute any and all documents necessary to complete the sale and conveyance of said property to IDOT.

SECTION 3. This Ordinance shall take effect immediately after passage.

SECTION 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6 of the Illinois Constitution, 1970.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

COURSE and DISTANCE TAGS
L1 = N 88°52'02" E - 111.47'
L2 = S 00°40'24" E - 11.99'
L3 = S 89°19'36" W - 52.21'
L4 = L-175.14'; R-442.46'; CB-S 18°23'24" W, C-174.00'
L5 = N 01°27'58" W - 175.57'

PR CURVE
PI STA = 120+51.54
Δ = 44°18'49" (RT)
D = 12°00'00"
R = 477.46'
T = 194.43'
L = 369.28
E = 38.07'
PC STA = 118+57.11
PT STA = 122+26.39

NOTES:
BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011 ADJ.) - EAST ZONE

- IRON PIN SET
- IRON PIN/PIPE FOUND
- ⊗ ROW MARKER FOUND
- (X) RECORD DIMENSION

SCALE IN FEET
SCALE: 1" = 20'

SURVEYOR'S STATEMENT
I, JEFFREY W. DAY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3544, DO HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT OF SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD WORK TO BE COMPLETED UPON EXECUTION OF CONVEYANCE OF PROPOSED RIGHT OF WAY ACQUISITION.

DATED 12-13-2024
Jeffrey W. Day
JEFFREY W. DAY, PLS NO. 3544
LICENSE EXPIRATION DATE: 11/30/2026

PROFESSIONAL LAND SURVEYOR
JEFFREY W. DAY
035-003544
SPRINGFIELD ILLINOIS
STATE OF ILLINOIS

50123001
CITY OF BLOOMINGTON, A MUNICIPAL CORPORATION
PIN 21-04-382-018

TOTAL ROW REQUIRED = 5,142 SQ FT±
AREA WITHIN EXISTING ROADWAY = 4,200 SQ FT±
NET AREA REQUIRED = 942 SQ FT±

PART OF LOT 9 OF BLOOMINGTON TOWN SURVEY AND PART OF LOTS 1, 2, 3, 4, 5, 6 AND 7 AND PART OF A VACATED ALLEY IN WILKINS, SCOTT AND STEVENSON'S ADDITION TO THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS.

REF.: SUPPORTING DOCUMENTS NOT PROVIDED

RIGHT OF WAY PLAT

ROUTE FAP 730 (US 51 BUS) SECTION (61Z-1,62Z)RS-4&(62Z-R)BR
COUNTY McLEAN CONTRACT NO. 70C08 JOB NO. R-95-001-23

NAME: City of Bloomington, a municipal corporation

ROUTE: FAP 730 (US 51 BUS)

SECTION: (61Z-1,62Z)RS-4&(62Z-R)BR

COUNTY: MCLEAN

JOB NO.: R-95-001-23

PARCEL: 50123001

PIN NO.: 21-04-382-018

STATION: Rt 119+29.09 to Rt 121+61.47

CONTRACT NO.: 70C08

RIGHT OF WAY

(Government Entity) (Non-Freeway)

Part of Lot 9 of Bloomington Town Survey and part of Lots 1, 2, 3, 4, 5, 6 and 7 and part of the vacated alley in Wilkins, Scott and Stevenson's Addition to the City of Bloomington, Mclean County, Illinois being more particularly described as follows:

Beginning at the northwest corner of Lot 1, thence North 88 degrees 52 minutes 02 seconds East on the north line of said lot, 111.47 feet; thence South 00 degrees 40 minutes 24 seconds East, 11.99 feet; thence South 89 degrees 19 minutes 36 seconds West, 52.21 feet; thence southerly on a curve to the left having a radius of 442.46 feet an arc length of 175.14 feet whose chord bears South 18 degrees 23 minutes 24 seconds West, 174.00 feet to the west line of Lot 9 of Bloomington Town Survey; thence North 01 degrees 27 minutes 58 seconds West on said west line and the west line of Lots 6 through 1 of Wilkins, Scott and Stevenson's Addition, 175.57 feet to the Point of Beginning containing 5142 square feet, more or less of which 4200 square feet, more or less is within existing roadway.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

EXHIBIT B



Illinois Department of Transportation

Appraisal Report

Route FAP 730 (US 51 BUS)
Section (61Z-1, 62Z)RS-4 & (62Z-R)BR
County McLean

Project
Job No. R-95-001-23
Parcel 50123001 Unit

Take: ☐ Whole ☒ Partial ☐ Other:

Appraisal Sequence: ☒ Original ☐ Supplemental

1. Attached is a ☐ complex ☒ non-complex appraisal, per IDOT's Land Acquisition Policies and Procedures Manual.

2. Location and Address: The subject consists of an irregularly shaped parcel of land located at the southwest intersection of South East Street and East Olive Street within the municipal limits of Bloomington, Illinois. The site also has frontage along South Main Street (US Business 51). According to McLean County records, the site has a common street address of 109 East Olive, Bloomington, Illinois.

3. Identification: The subject is identified by McLean County as part of tax parcel number 21-04-382-018. A complete legal description for the subject is included in the attached title work for the property. However, this parcel includes 6.66 acres in total improved with several municipal buildings. I have defined the larger parcel as the northern 1.69 acres of this parcel.

4. Present Owner's Name, Address and Telephone No: City of Bloomington, 115 E Washington, Bloomington, Illinois c/o Phil Allyn, Traffic Engineer pallyn@cityblm.org (309)434-2427.

5. Tenant's or Lessee's Name, Address and Telephone No. N/A

6. Person Interviewed: Phil Allyn (e-mailed)

7. Interviewed by: Donna Howard

8. Farmland Preservation Act (pertains to fee takings and permanent easements): N/A

CL OC HL PL FL FS RL OL

9. Present Use: Municipal Office Building Highest and Best Use Before Office Use
Taking:
Zoning: "P-2" Public Lands and Institutions Highest and Best Use After Taking: Office Use

	Acres	Sq. Ft.
10. Area of Whole Property (Defined as Larger Parcel)	<u>1.6944</u>	<u>73,809</u>
Total Area to be Acquired in Fee Simple Title:	<u>0.1180</u>	<u>5,142</u>
Area to be Acquired by New Dedication	<u>0</u>	<u>0</u>
Area Acquired by Previous Dedication	<u>0.0964</u>	<u>4,200</u>
Area to be Acquired for Additional ROW	<u>0.0216</u>	<u>942</u>
Area to be Acquired by Permanent Easement	<u>0</u>	<u>0</u>
Area to be Acquired by Temporary Easement	<u>0</u>	<u>0</u>
Area of Remainder	<u>1.5764</u>	<u>68,667</u>

11. Final Conclusion of Value	Effective Date of Appraisal:	<u>January 29, 2025</u>
Fair Market Value of Whole Property (Land Only, plus Improvements in the Acquisition, if any)		<u>\$740,000</u>
For Partial Taking include the following:		
Fair Market Value of property taken (including improvements) as part of the whole		<u>\$9,500</u>
Fair Market Value of remainder as part of the whole before taking		<u>\$730,500</u>
Fair Market Value of remainder after taking as will be affected by contemplated improvements		<u>\$730,500</u>
Damage to Remainder		<u>\$0</u>
Compensation for Permanent Easement(s)		<u>N/A</u>
Compensation for Temporary Easement(s)		<u>N/A</u>
Total Compensation		<u>\$9,500</u>

Date of the Report: 02/24/2025

Appraiser Name: Donna J Howard

License Type: Certified General Real Estate Appraiser

Appraiser Signature

IL License # 553001267

Expires: 9/30/2025

General Data

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy, and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

Property History: Has subject sold in the last five (5) years or is it currently listed for sale? Yes ☐ No ☒

If yes, an analysis of the recent sale(s) and/or current listing is summarized as follows:

Property Interest to be Appraised: ☒ Fee Simple Estate ☐ Leased Fee Estate

Property Interest to be Acquired (check all that apply):

- ☒ Fee Acquisition ☐ Permanent Easement ☐ Dedication/Perpetual Easement
☐ Temporary Easement ☐ Other: _____
☐ None of the Above: This appraisal is for the disposal of excess land and/or the release of other rights.
If applicable, the disposition/release of rights is described as follows: N/A

USPAP Reporting Option (as defined by USPAP SR 2-2): ☒ Appraisal Report ☐ Restricted Appraisal Report

Type of Appraisal (per IDOT's Land Acquisition Policies and Procedures Manual):

- ☒ *Non-Complex:* Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation.
- ☐ *Complex:* Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation.

Client: Crawford, Murphy & Tilly (CMT), The Illinois Department of Transportation, District 5 and their Federal-funding partners

Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report.

Intended Use: The intended use of this appraisal report is for ☒ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use.

Authorization: The intended users are Crawford, Murphy & Tilly (CMT), the Illinois Department of Transportation and its federal funding partners. The appraiser will be held harmless should any other authorized/unauthorized reader use this report for any other than its intended use. Ambra Knox of CMT, the acting agent for the Illinois Department of Transportation, District 5 contacted the appraiser to provide this appraisal service.

Purpose of Valuation:

- ☒ The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking.
- ☐ The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or other rights to be disposed by the Client.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to this appraisal assignment are summarized below.

The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- the Uniform Standards of Professional Appraisal Practice (USPAP), and
- the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

According to Section 3.6.21 Not Valuing the Whole of IDOT LAPP, "when the taking is minor and a valuation of the whole would involve more time and expense than the appraisal problem warrants, a determination not to include the valuation of the whole property in the appraisal assignment is made. Examples of this include:

- Valuation of a fee taking/permanent easement/temporary easement from an active railroad line which involves hundreds of miles of track, switching equipment, switching yard, etc:
- Minor fee taking/permanent easement/temporary easement from a property where the major improvements contributing to value to the property are located such that the taking does not impact their function, or where there is little or no unity of use between the major improvements and the area of the taking with the exception of cost to cure damage considerations such as fencing, signs, landscaping and other similar items; and
- The taking does not impact the improvements either negatively or positively."

The tax parcel of which the subject is a part is improved with several municipal buildings. I have defined the larger parcel to be the northern 1.6944 acres of this site which supports one of the municipal office buildings. The proposed acquisition of the property consists of a 5,142 square foot fee acquisition—of which 4,200 square feet is within the existing roadway. Therefore, the net new acquisition is 942 square feet that does not impact the building improvements. Therefore, I have not considered these improvements in the valuation of the whole per Section 3.6.21 and therefore, have only valued the land

and improvements within the area of the acquisition. I have based my estimate of market value on the hypothetical condition that the subject property is vacant land with no building improvements.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CFR Part 24, and the Uniform Standards of Professional Appraisal Practice (USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of the neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 5) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

This appraisal is prepared in compliance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.

The subject property was inspected by Donna Howard on January 29, 2025. I phoned Ellen Robertson, the Economic Development Manager for the City of Bloomington. She referred me to Phil Allyn, the Traffic Engineer for the City of Bloomington. We were unable to connect via telephone, but I sent an email with the right-of-way plat and legal description. He did not feel it was necessary to accompany me on my property inspection. Therefore, the property was inspected independently without a property owner available. In addition, I have reviewed aerial photos, McLean County Plat Maps and Flood Plain Maps for a visual representation of the subject property.

As part of this appraisal, I have made a number of independent investigations and analyses. Basic property data has been gathered from a variety of sources including City and County governmental agencies. In addition, I have relied upon data contained in my files, which are updated regularly. The major sources of comparable sales data for this appraisal include McLean County records, Loopnet, and Co-Star Commercial databases as well as real estate brokers familiar with the subject market area. The sales were confirmed by County records, as well as personal interviews with parties directly involved with the transactions.

The subject property is currently improved with a municipal office building. As noted, the proposed acquisition of the property does not impact the building improvements. Therefore, I have not valued the whole property as per Section 3.6.21 but rather have based my estimate of market value on the hypothetical condition that the subject property is vacant land with no improvements.

I have considered each of the three approaches to value. However, as noted, I have based my estimate of market value of the subject property on the hypothetical condition that the subject is vacant land available for development. Therefore, the Cost Approach and Income Capitalization Approaches were not considered applicable. I have relied solely upon the Sales Comparison Approach since it is the only applicable indicator of market value for the subject property. The assignment involves several steps which include defining the problem, collection of and selection of pertinent data, the analyses thereof, an estimate of highest and best use, and the application of the Sales Comparison Approach to value the subject property before and after the partial acquisition. The analysis has been reported in a summary format which is consistent with the appraisal problem.

General Assumptions and Limiting Conditions: Summarize any general assumptions and limiting conditions utilized in this report.

It should be noted that my appraisal report is subject to the following assumptions and limiting conditions:

1. this analysis should be considered an appraisal report utilizing the Sales Comparison Approach to value in order to estimate the market value of the fee simple interest in the subject property. My findings have been presented in a summarized format.
2. that the fee simple estate is marketable and that the property is free and clear of all liens, encumbrances, easements, and restrictions which might affect value, unless otherwise noted.

3. that the appraiser assumes no liability for matters legal in nature.
4. that the property will not operate in violation of any applicable government regulations, codes, ordinances, or statutes.
5. that, in the absence of any available soil boring data, there are no concealed or dubious conditions of the subsoil or subsurface waters including water table and flood plain. I further assume there are no regulations of any government entity to control or restrict the use of the property except as may be specifically referred to in this report.
6. that there is no significant change in the supply and demand patterns as revealed in my current research and as indicated in this report. This report is an analysis of the property under market conditions observed as of January 29, 2025, and does not constitute a market feasibility study. Market conditions have been investigated and analyzed, and the conclusions resulting therefore are believed to be correct; however, the appraiser assumes no liability should future market conditions materially change because of unusual or unforeseen circumstances.

This appraisal report is subject to the following contingent or limiting conditions.

1. All of the facts, conclusions and observations contained herein are consistent with information available as of the date of valuation. The value of real estate is affected by many related and unrelated economic conditions, local and national. I assume no liability for unforeseen changes in the future economy or for the inability of the property owner to find a purchaser at the value reported herein.
2. The valuation applies only to the property described herein. Allocations of total value between land and the improvements as shown herein may be invalidated if used separately or in conjunction with any other letter.
3. All maps, sketches and site plans prepared by others are assumed to be correct but, in the absence of surveys prepared or authorized for this letter, I assume no responsibility for their accuracy.
4. Information furnished by others is presumed to be reliable, and where so specified in this report, has been verified; but no responsibility, whether legal or otherwise, is assumed for its accuracy. No single item of information was completely relied upon to the exclusion of other information.
5. The signatories herein shall not be required to give testimony or attend court or any governmental hearing with reference to the subject property unless prior arrangements have been made with the client and with the appraiser.
6. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither this report nor any portions thereof (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute) shall be disseminated to the public through public relations, news media, advertising media, sales media or any other public means of communication without the prior written consent and approval of the appraiser.
7. This appraisal report reflects the opinion of the appraisers and the conclusions expressed herein are in no way contingent upon any restrictions, limitations or influences.
8. The date to which the value estimate conclusions apply is set forth in the letter of transmittal and within the body of the report. The value is based on the purchasing power of the United States dollar as of the effective date of letter.
9. The legal description shown herein has been included for the sole purpose of identifying the subject property. The figures have not been verified by a licensed surveyor or legal counsel and should not be used in any conveyance or any other legal document.
10. I was not aware of, and this appraisal report does not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks containing hazardous material. The report does not consider the cost of encapsulation, treatment, or removal of such material. If the client/property owner has a concern over the existence of such conditions in the subject property, the appraisers consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of hazardous material.

Property Owner Contact/Interview: Summarize the appraiser's contact/interview with property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser:

City of Bloomington

The method used to contact the property owner included
(check all that apply):

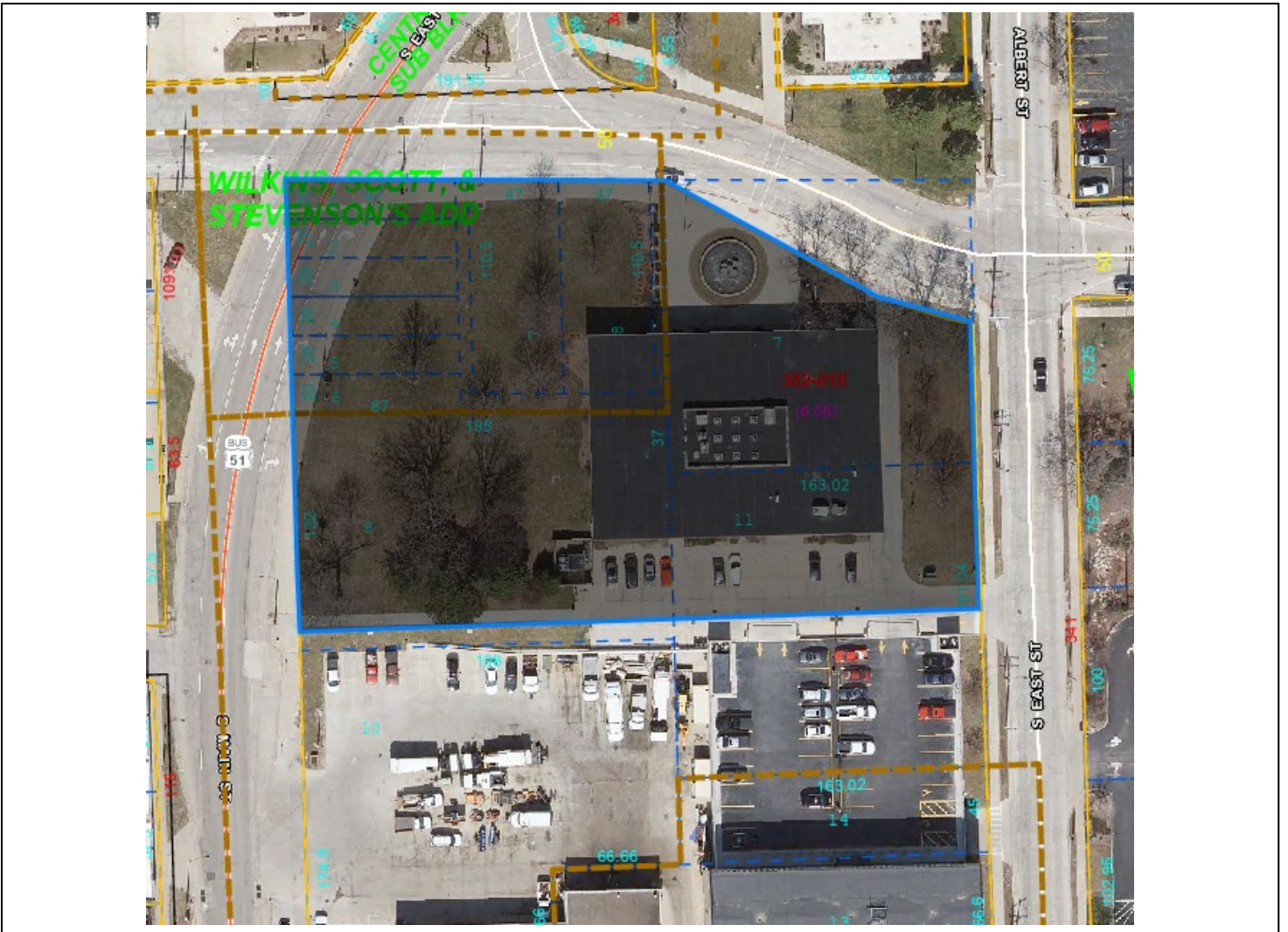
- ☐ Personal contact
- ☒ Telephone
- ☐ Letter
- ☒ Other (explain): Email

The invitation to the property owner:

- ☐ was accepted
- ☐ was declined
- ☐ did not receive a response
- ☒ Other (explain):

The appraiser personally inspected the subject property on the following date(s): January 29, 2025. I phoned Ellen Robertson, the Economic Development Manager for the City of Bloomington. She referred me to Phil Allyn, the Traffic Engineer for the City of Bloomington. I left messages with his office and he attempted to return my phone call while I was out of the office. Finally, I emailed the plat and legal description. He did not feel it was necessary to accompany me on my property inspection. Therefore, the property was inspected independently without a property owner representative present.

Subject Property
Parcel Plat or Building Plan



View of Subject Larger Parcel which is a portion of McLean County Tax Parcel 21-04-382-018



North

**Photographs
Subject Property**

Photographs are required on all properties being appraised. Photographs of all principal above-ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	Southwest

Description: View of area of partial acquisition.



Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	East

Description: View of area of partial acquisition.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above-ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	Southeast

Description: View of subject building improvements not impacted by acquisition.



Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	Northeast

Description: View of area of of partial acquisition—the signs in the photos are outside the area of the acquisition.

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above-ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	North

Description: View of area of partial acquisition.



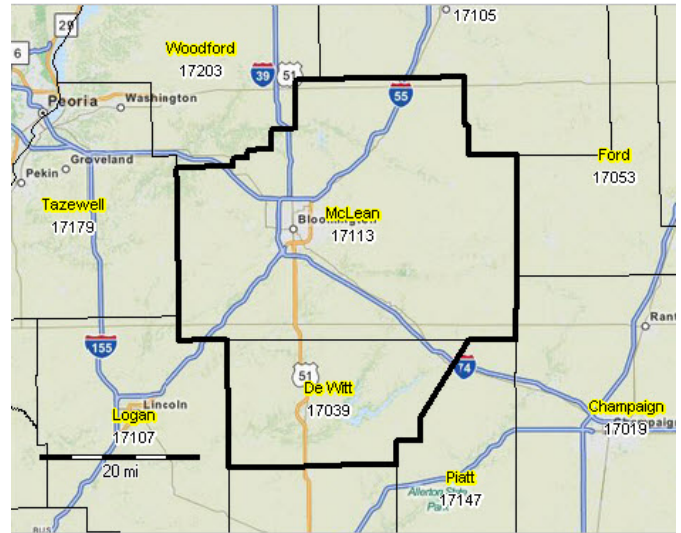
Date of Photograph:	January 29, 2025
Photograph By:	Donna Howard
Camera Facing:	South

Description: View of partial acquisition. The signs are outside the area of the acquisition.

Descriptive Analysis of Whole Property: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

Location and Environment

The subject property is located at the southwest intersection of South East Street and East Olive Street in downtown Bloomington, McLean County, Illinois. The subject is part of the Bloomington, IL Metropolitan Statistical Area (MSA). The Bloomington MSA is defined by the US Census Bureau as an area consisting of two counties in Central Illinois anchored by the Cities of Bloomington and Normal. The two counties are McLean and DeWitt. This area is located at the intersections of Interstates 55, 74 and 39 between Peoria (to the northwest) and Champaign (to the southeast). In addition, US Route 51 runs through the Metropolitan Statistical Area.



Bloomington Metropolitan Statistical Area

As noted, the subject is part of the Bloomington Metropolitan Statistical Area that is comprised of McLean and DeWitt Counties with the primary city being Bloomington, Illinois. The population of the SMA as of 2020 was 186,470 which represented a 0.18 percent increase from the 2010 level of 186,133. The projection for 2029 is for a total population of 184,798, which represents a 0.61 percent decline. By comparison sake, the State of Illinois saw a decline of just 0.14 percent from 2010 to 2020 and is projected to decline by 1.87 percent by 2029. The United States as a whole saw a 7.35 percent increase in population from 2010 to 2020 and is anticipated to increase by 1.9 percent by 2029. This data is summarized in the chart below.

Population Trends

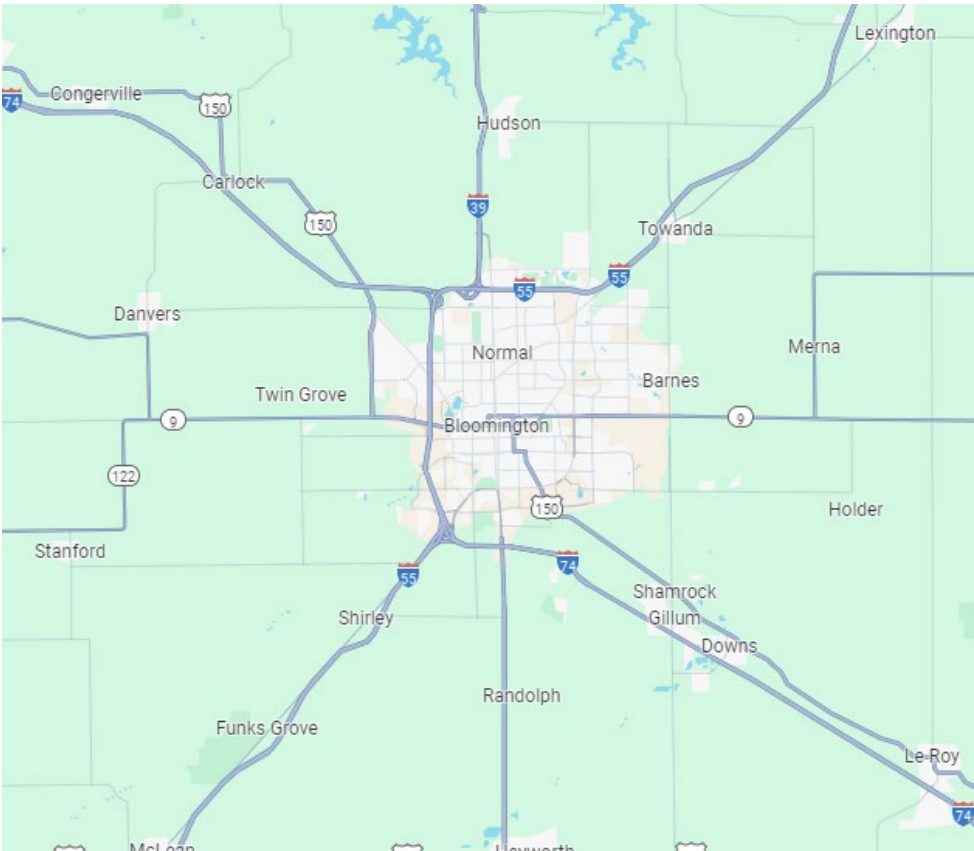
	2010	2020	% Change	2024	% Change	2029	% Change
Bloomington MSA	186,133	186,470	0.18%	185,929	-0.29%	184,798	-0.61%
McLean County	169,572	170,954	0.81%	170,899	-0.03%	170,165	-0.43%
DeWitt County	16,561	15,516	-6.31%	15,030	-3.13%	14,633	-2.64%
State of Illinois	12,830,632	12,812,508	-0.14%	12,544,951	-2.09%	12,310,566	-1.87%
United States	308,745,538	331,449,281	7.35%	338,440,954	2.11%	344,873,411	1.90%

The median household income and median home values as of 2024 for McLean and DeWitt Counties, as well as the City of Bloomington is shown in the charts below. The state of Illinois and United States figures were provided for comparison purposes.

Median Household Income	2024	Median Home Value	2024
McLean County	\$74,602	McLean County	\$212,900
DeWitt County	\$60,472	DeWitt County	\$157,351
City of Bloomington	\$73,490	City of Bloomington	\$206,654
State of Illinois	\$81,015	State of Illinois	\$274,127
United States	\$79,068	United States	\$308,943

Transportation

The Bloomington-Normal area is situated at the intersection of Interstate 55 and Interstate 74. In addition, Interstate 39 terminates at the northern part of the metropolitan area. Interstate 55 is a north-south interstate which provides access from the area to St. Louis, Missouri to the south and Chicago to the north. Interstate 74 connects the area to Peoria, Illinois and onto the Quad Cities to the west and Champaign and Indianapolis to the east. Interstate 39 runs north from the Bloomington-Normal area to Rockford, Illinois. Other state highways that are considered major transportation corridors in the area include US Routes 51 in a north-south direction and US Route 150 which runs southeast from the area. Illinois Highway 9 runs east-west through the area and intersects with Interstate 55/74.



Connect Transit provides public transportation on 15 daytime fixed routes throughout the Bloomington-Normal Illinois area. Amtrak provides passenger rail through the subject neighborhood. The Central Illinois Regional Airport (CIRA) is identified by the International Air Transport Association as BMI. This airport provides four major airlines serving eight destinations with connections world wide. It also provides services for private aircraft and air cargo. FedEx air cargo began operations at the airport in 2015.

Employment Data

The Bloomington MSA has a current (December 24) unemployment rate of 3.7 percent which is lower than the long-term average of 4.34 percent. The State of Illinois has a current (December 2024) unemployment rate of 5.2 percent and the United States has a current (December 2024) unemployment rate of 4.0 percent. The major employers in the area are listed in the chart below.

Major Employers – Bloomington-Normal Illinois

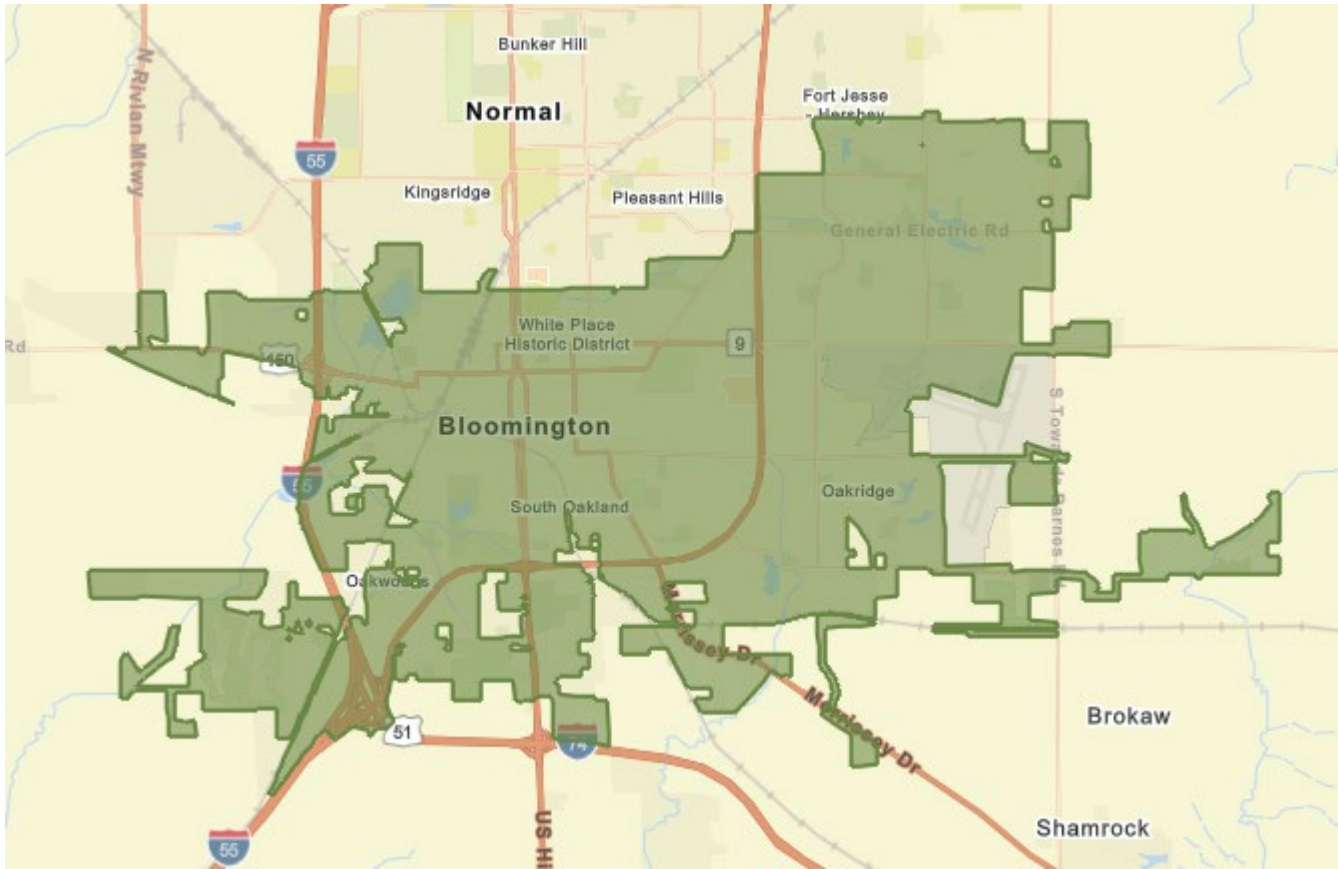
Company	Number of Employers
State Farm Insurance Co.	14,436
Illinois State University	3,940
Rivian	3,700
Country Financial	2,020
Unit 5 Schools	1,874
OSF HealthCare	1,286
Carle BroMenn Healthcare	1,337
McLean County Government	817
Afni Inc	815
District 87 Schools	687
City of Bloomington	667
Bridgestone/Firestone Co.	502

Education

The Bloomington MSA includes 10 school districts with a total enrollment of 27,980 students per information provided in proximityone.com. The McLean County School District in Normal Illinois is the largest district with a total enrollment of 12,304 students in the 2022-2023 school year. Bloomington School District 87 is the next largest with an enrollment of 5,066 students. The area is home to three higher educational institutions; Illinois State University, Illinois Wesleyan University and Heartland Community College.

Subject Neighborhood Description

As noted, the subject is located within downtown Bloomington, Illinois. Basic demographic data has been gathered for the City of Bloomington from a variety of sources, including the U.S. Census Bureau, Site to Do Business and from the City of Bloomington.



Demographic Profile

Population

I have utilized recent demographics available from Site To Do Business Online (www.stdb.com). The subject neighborhood is defined as the municipal limits of the City of Bloomington. The subject market area has a current (2024) population of 78,804, which is a nominal increase over the 2020 population estimate of 78,680 persons. The 2010 population was 76,637 and the current population represents an increase of 2.83 percent over this level. The 2029 projection for the subject neighborhood is for a population of 77,986 persons, or an average annual decrease of 0.24 percent from the current levels. It should be noted that the population shifts in the subject market are modest in nature and the overall outlook for the area is stable.

Number of Households

The household count in this area has changed from 33,545 in 2020 to 34,001 in the current year, a change of 0.32 percent annually. The five-year projection of households is 34,440, a change of 0.26 percent annually from the current year total. Average household size is currently 2.26, compared to 2.29 in the year 2020. The number of families in the current year is 19,107 in the specified area.

Housing Stock

Currently, 57.2 percent of the 37,116 housing units in the area are owner-occupied; 34.4 percent renter occupied; and 8.4 percent are vacant. By comparison, in the US, 58.2 percent of the housing units are owner-occupied; 31.7 percent are renter occupied and 9.8 percent are vacant. In 2020, there were 36,289 housing units in the area with 7.6 percent vacant. Median home value in the area is \$206,654 compared to a median home value of \$308,943 in the U.S. In five years, median value is projected to change by 2.57 percent annually to \$234,601.

Household Income Distribution

The median household income for the subject neighborhood as of 2024 was \$73,490 area as compared to \$72,603 for all U. S. households. The median household income is projected to be \$81,905 in five years. The median household income for a one-mile radius of the subject property is currently \$65,798 per year.

Bloomington Illinois Office Market

The Bloomington office market has a vacancy rate of 1.4 percent. This vacancy rate is 0.5 percent lower than it was this time last year. This decrease in vacancy was the result on positive office space absorption of 36,000 square feet and no new construction of office space during the same time period. Rents have increased 1.0 percent in the past 12 months and are currently around \$16.50 per square foot according to Co-Star Market Reports. As noted there is no office space under construction in the market. Co-Star reports that there have been approximately 20 sales with a total sales volume of \$4.2 million and included 140,000 square feet of office space. Co-Star's estimated cap rate for Bloomington has averaged 11.2 percent over the past three years which is lower than the current estimated cap rate of 12.1 percent. The Bloomington office market comprises 7.7 million square feet of inventory.

Bloomington Office Real Estate Market Data

INVENTORY	MARKET	NATIONAL INDEX
Existing Buildings	355 ↓	350,846 ↓
Inventory SF	7.7M ↓	8.5B ↓
Average Building SF	21.8K ↓	24.1K ↓
Under Construction SF	0 ↓	89M ↓
12 Mo Delivered SF	0 ↓	50.1M ↓

DEMAND	MARKET	NATIONAL INDEX
12 Mo Net Absorption SF	36.3K ↓	(48.7M) ↓
12 Mo Leased SF	164K ↓	294M ↓
6 Mo Leasing Probability	38.4%	34.9%

AVAILABILITY	MARKET	NATIONAL INDEX
Market Asking Rent/SF	\$16.55 ↓	\$35.43 ↓
Vacancy Rate	1.4% ↓	13.9% ↓
Vacant SF	110K ↓	1.2B ↓
Availability Rate	4.7% ↓	16.6% ↓
Available SF Direct	360K ↓	1.2B ↓
Available SF Sublet	4.4K ↓	199M ↓
Available SF Total	365K ↓	1.4B ↓
Months on Market	11.8	13.8

SALES	MARKET	NATIONAL INDEX
12 Mo Transactions	20 ↓	13,274 ↓
Market Sale Price/SF	\$111 ↓	\$277 ↓
Average Market Sale Price	\$2.4M ↓	\$6.8M ↓
12 Mo Sales Volume	\$4.2M ↓	\$30.1B ↓
Market Cap Rate	12.1% ↓	8.6% ↓

SOURCE: Co-Star Market Report

The Bloomington retail market has a vacancy rate of 6.1 percent. This vacancy rate is 1.0 percent lower than it was this time last year. There has been 99,000 square feet of positive net absorption and net deliveries were flat. Rents have increased 2.2 percent in the past 12 months and are currently around \$15.40 per square foot. Vacancy is 2.4 percent in general retail buildings and 66,000 square feet has been absorbed in this asset class over the past year. Vacancy is 33.1 percent in malls and 1,500 square feet has been absorbed in this asset class. Strip retail centers currently have 4.6 percent vacancy with 9,000 square feet of absorption. Neighborhood Retail centers have vacancy rates of 3.1 percent with 39,000 square feet absorbed in the past year.

Current vacancy is lower than its trailing three-year average of 7.0 percent and higher than the national trailing three-year average of 4.2 percent. Rents have increased 8.6 percent over the past three years. Meanwhile average rents increased 11.1 percent nationwide.

Bloomington Retail Real Estate Market Data

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	1,085,998	33.1%	\$17.93	3.0%	0	0	0
Power Center	0	-	-	-	0	0	0
Neighborhood Center	1,999,201	3.1%	\$14.50	6.3%	0	0	0
Strip Center	277,360	4.7%	\$15.39	10.3%	(1,408)	0	0
General Retail	6,229,952	2.4%	\$15.31	3.8%	0	0	0
Other	246,237	6.4%	\$13.53	6.4%	0	0	0
Market	9,838,748	6.1%	\$15.39	4.5%	(1,408)	0	0
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.0%	5.3%	6.6%	8.0%	2022 Q4	2.7%	2007 Q4
Net Absorption SF	99.5K	18,671	(16,306)	245,759	2019 Q3	(319,531)	2020 Q3
Deliveries SF	0	41,369	972	158,397	2014 Q3	0	2024 Q2
Market Asking Rent Growth	2.2%	0.8%	1.1%	3.5%	2024 Q1	-2.9%	2009 Q3
Sales Volume	\$23M	\$30.7M	N/A	\$70.6M	2017 Q3	\$0	2009 Q3

SOURCE: Co-Star Market Report

Vacancy in the Bloomington industrial market is 5.1 percent and has increased by 0.2 percent over the past 12 months. Meanwhile the national average increased by 2.0 percent. During this period, 70,000 square feet has been delivered and 38,000 square feet has been absorbed. Total availability, which includes sublease space is 5.9 percent of all inventory. Rents are \$7.30 per square foot which is a 3.5 percent increase from where they were a year ago. In the past three years, rents have increased a cumulative 18.1 percent.

Bloomington Industrial Real Estate Market Data

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	6,855,359	6.6%	\$7.03	8.1%	0	0	0
Specialized Industrial	6,319,883	4.0%	\$7.25	4.0%	0	0	0
Flex	1,017,093	1.0%	\$9.79	3.2%	0	0	0
Market	14,192,335	5.1%	\$7.33	5.9%	0	0	0
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.2%	4.1%	6.3%	9.0%	2020 Q3	1.6%	2007 Q4
Net Absorption SF	37.8K	61,783	(18,974)	831,216	2011 Q4	(942,677)	2020 Q4
Deliveries SF	70K	88,338	69,420	516,754	2011 Q3	0	2024 Q1
Market Asking Rent Growth	3.5%	2.7%	2.8%	7.5%	2022 Q2	-2.2%	2010 Q3
Sales Volume	\$8.2M	\$8.6M	N/A	\$32.8M	2021 Q3	\$0	2011 Q2

SOURCE: Co-Star Market Report

Summary

In summary, the subject property is located within the municipal limits of Bloomington, Illinois. The area has seen modest shifts in population over the past twenty years with minor declines anticipated in the near term. The commercial real estate markets are stable with demand and supply in balance. Rental rates are on the rise and vacancy rates are declining in the office, retail and industrial sectors of the commercial real estate market. The subject market area can be summarized as stable.

Land Type and Usage

Description of Subject Site

The subject site consists of an irregularly shaped parcel of land that is located at the southeast intersection of South Main Street (northbound US 51) and East Olive Street within the municipal limits of Bloomington. It is a double-cornered lot and also sits at the southwest intersection of East Olive Street and South East Street. The subject is part of a larger tax parcel that includes 6.66 acres and several municipal buildings. For the purpose of this analysis, I have defined the subject to be the northern portion of the site which supports one municipal office building. This site has a total land area of 1.6944 acres, or 73,809 square feet. According to McLean County GIS maps, the site has approximately 315 feet along the south side of East Olive Street, approximately 150 linear feet of frontage along the west line of South East Street and 229 linear feet of frontage along the east side of South Main Street. Ingress to the subject site is currently via one curb cut along East Olive Street and one via South East Street. According to the most recent traffic maps prepared by the Illinois Department of Transportation the subject has an estimated average daily traffic count of 8,700 vehicles along Main Street, 1,150 along East Olive Street, and 400 along South East Street. However, the site has no direct access from Main Street (US 51). The overall access/visibility of the subject site is considered to be average.



Zoning

The subject property is located within the municipal limits of Bloomington which places the subject within the “P-2”, Public Lands and Institutions District. The intent of the “P-2” Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through property site selection and planning, such uses are compatible with the surrounding area. Allowable uses include Agricultural and Urban Gardens, Single Family Dwellings, Multi-Family Dwellings, Group Homes, Convents, schools, government services and facilities, courthouses, police stations and fire stations. Recreational uses such as golf courses, community centers and parks are also allowable uses under this zoning district. There are no minimum lot width, minimum lot area or minimum front yard requirements under this zoning district. The subject consists of a government office building which is an allowable use under the present zoning.

Flood Plain

According to the most recent FEMA Flood Plain Map, (Community Parcel 17113C0501E dated July 16, 2008) the subject property is located within a Zone X, area of minimal flooding. This flood designation has no detrimental impact on the value of the subject property. I have included the appropriate section of the flood plain map for your review.

Description of Improvements

The subject site is improved with a one-story municipal office building occupied by the City of Bloomington. Since the subject is owned by a tax exempt entity, there is no information available regarding the building in the McLean County Assessor's office. However, based upon GIS Map measurements, the gross building area of the subject building is estimated to be 15,800 square feet. In addition, there are concrete sidewalks and landscaping. I have not made an interior inspection of the building improvements. The building improvements will not be impacted by the acquisition and therefore, these improvements have not been included in the analysis.

Special Features that Detract or Enhance

The subject property is located along a major traffic artery in the downtown area of Bloomington, Illinois.

Highest and Best Use Analysis: Summarize the **support and rationale** for the appraiser's determination of the highest and best use of the subject property. If the property is improved, address both the highest and best use **as vacant**, and of the property **as improved**. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in highest and best use requires more in-depth analysis of the subject property before the acquisition and the remainder.

The application of the highest and best use of a subject property as though vacant considers the following four tests: Physically possible, legally permissible, financially feasible and maximally productive. As noted throughout this appraisal, the subject site consists of a total land area of approximately 1.6944 acres. The subject is zoned "P-2" Public Lands and Institutional District which allows for governmental and institutional uses. The subject is located at the intersection of North Main Street (northbound US Business 51) and East Olive Street in a downtown area of Bloomington. The subject is currently zoned "P-2" since it is owned by the City; however, surrounding land uses include office and commercial properties. Based upon the zoning and physical characteristics of the site, it is my opinion that the highest and best use of the subject site is for office use.

As noted, this appraisal is based on the hypothetical condition that the subject property is vacant land with no site improvements. Therefore, it is not necessary to discuss in depth the highest and best use as improved. However, the subject's current use as a public office building represents a legal conforming use, is physically possible and appears to be the maximally productive use of the site in its current condition.

The acquisition consists of 5,142 square feet of right-of-way of which 4,200 square feet is located within the existing roadway for a net new acquisition of 942 square feet of right-of-way. It is my opinion that the acquisition does not impact the building improvements. The access/visibility of the site will be unchanged and therefore, the highest and best use after the acquisition is unchanged. It is my opinion that after the partial acquisition, the highest and best use remains as improved, as an office building.

Valuation Analysis of Whole Property:

I have based my appraisal based upon the hypothetical condition that the subject is a vacant site available for development. The site is located in a densely developed commercial area of downtown Bloomington. I have considered sales of commercial sites in and around the subject neighborhood. The sales considered most applicable have been presented in greater detail in the Comparable Data Sheets included within this appraisal report and are summarized in the chart below.

Summary of Comparable Land Sales

Comparable Land Sales				
	Subject	Sale No. 1	Sale No. 2	Sale No. 3
Location	109 E Olive Bloomington	3011 Galena Road Bloomington	1901 W Market Street Blomington	1106 S Veterans Parkway Bloomington
Size (SF)	73,809	33,712	71,003	73,181
Date of Sale		4/26/23	3/28/2022	11/23/2021
Sale Price		\$400,000	\$850,000	\$855,000
Sale Price Per SF		\$11.87	\$11.97	\$11.68

Each of the sales were arms' length transfers of the fee simple interest with no special financing or conditions of sale. An upward adjustment was made to each of the comparable sales for market conditions. Adjustments were made for the physical differences between the subject property and these sales as follows:

Location: The subject property is located in downtown Bloomington in a densely developed area. Each of the sales were located in areas of Bloomington with similar market appeal. Therefore, no adjustments were made for location.

Size: The subject property contains a total land area of 73,809 square feet and is similar in size to Comparable Sale Numbers Two and Three. With all other factors equal, larger properties tend to sell for less per unit than smaller properties. A downward adjustment was made to the unit sale price of Comparable Sale Number One for its smaller size relative to the subject.

Access/Visibility: The subject property is located along Main Street (US Route 51) at its intersection with East Olive Street. The overall access/visibility of each of the comparable sales is superior to the subject and downward adjustments were made to the unit sale price of each of the comparable sales.

Zoning: The subject is zoned "P-2" Public Lands and Institutional District and is inferior to each of the comparable sales. Downward adjustments were made to each of the comparable sales for their superior zoning.

The adjusted sale prices ranged from \$9.10 per square foot to \$10.86 per square foot with an average adjusted sale price of \$10.01 and a median sale price of \$10.07 per square foot. After considering the attributes of the subject property, it is my opinion that the market value of the whole property (land only) is best represented by the rounded amount of \$10.00 per square foot of land area, or \$740,000 (rounded).

Narrative Analysis of Taking

Describe the taking in detail including such items as: 1) a description of the land to be taken in relation to its location on the property; 2) its use; 3) its type and classification; 4) its topography; and 5) any other special features, improvements or unusual characteristics.

The partial acquisition is located at the northwest corner of the site at the intersection of the frontage roadways. The total land area in the acquisition is 5,142 square feet; however, the vast majority of the fee acquisition is located within the existing roadway. The net new right-of-way required is 942 square feet. This area consists of a narrow strip of land varying slightly in width located along existing Main Street along the western property boundary. The area of acquisition is also located along the south line of East Olive Street and consists of a strip of land with an approximate width of 11.99 feet +/- according to the Right of Way Plat provided within this report. Details regarding the acquisition—including that located within and outside the area of the existing roadway can be viewed in the Right of Way plat. The land included in the acquisition is vacant land with no significant site or building improvements. The estimated value of the required right-of-way is estimated to be site improvements located within the areas of the right-of-way, is estimated to be \$9,500 (rounded).

Narrative Analysis of Remainder And After Value Opinion

Explain the effect of the taking on the remainder including such items as division of property, landlocking, change in highest and best use, proximity damage, access after taking, economic size, over-improvements, effect of construction features such as cuts and fills, change in drainage or effect on existing drainage, effect of taking on lease agreements, special benefits, and other items that will explain the appraiser's opinion of the after value.

Support the value of the remainder rather than estimating damages. The appraiser should use the applicable sales comparison approach to value the remainder. See Section 3.5.2 before using the cost or income approaches. When cost to cure is considered in valuing the remainder, the appraiser should discuss the source of the cost to cure in the appraisal report.

The value of the part taken as part of the whole was estimated to be \$9,500. The value of the remainder as part of the whole, prior to the partial taking, is estimated to be \$730,500.

The shape of the site was rectangular prior to the acquisition and will have a slightly irregular shape after the acquisition. However, much of the rectangular site was located within the existing roadway which resulted in an irregular usable site area. The acquisition has not changed significantly the shape of the subject property's usable area. The net new acquisition consists of 942 square feet and the remainder is 68,667 square feet, which is approximately 99 percent the size of the usable area of the whole prior to the partial acquisition. The size after the partial taking remains sufficient to support the building improvements. After the partial taking, the remainder has similar functionality and the same highest and best use as prior to the partial taking.

In summary, it is my opinion that the remainder after the partial acquisition is not damages as a result of the acquisition.

Fair Market Value of Remainder as Part of the Whole Before Taking	\$ 730,500
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated Improvements	\$ 730,500
Damage to Remainder	\$ 0

APPRAISER CERTIFICATION

In accordance with USPAP, I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

As required by the Client, I further certify that:

- I have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of the original inspection. I have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- I understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- I have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- I have not revealed the findings of this appraisal to anyone other than the Client, and that I will not do so until authorized by the Client or until I am required to do so by law, or until I am released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 Ill. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.
- My opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this appraisal is \$9,500 based upon my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.



Appraiser Name: Donna J Howard, MAI

Appraiser Signature

License Type: Certified General Real Estate Appraiser

IL License # 553001267

Expires: 9/30/2025

CERTIFICATION ADDENDUM

I certify that, to the best of my knowledge and belief;

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Members of the Appraisal Institute.
- As of the date of this report, Donna J Howard, MAI, has completed the continuing education program for designated members of the Appraisal Institute.

A handwritten signature in blue ink that reads "Donna J Howard". The signature is written in a cursive, flowing style.

Donna J Howard, MAI

February 24, 2025

Comparable Sale Data		Comparable Sale No.: LS-1 Seller: Blue Storm III, LLC Purchaser: Triple Zero Properties, LLC Sale Date: April 26, 2023 County: McLean Deed Type: Warranty Deed Document Number: 2023-00005406 Verified Sale Price: \$450,000 Unit Price (if applicable): \$13.35 per SF of Land Area Zoning: B-1, General Commercial Highest and Best Use: Retail/ restaurant Property Rights Conveyed: Fee Simple Financing: Market Financing (or Cash) Conditions of Sale: Market / Arm's-Length	
		Name of party to the transaction with whom this sale was verified: John Carter (buyer) Name of appraiser(s) who verified this sale (date sale was verified): Joseph Webster (02/21/2024) Name of appraiser(s) who inspected this sale (date of inspection): Donna Howard (6/17/24) Secondary data sources used to verify this sale: Transfer declaration Additional comments on verification process (if applicable): The buyer confirmed that there were no unusual characteristics associated with this transfer, and that the price paid was market-oriented.	
Address: 3011 Galena Road, Bloomington, Illinois PIN(s): 15-31-355-009 (New #) Location Description: Eastern Bloomington Legal Description: Lot 14, except the South 42-feet thereof, in Empire Business Park 9 th Addition to the City of Bloomington, Illinois, according to the plat thereof recorded 7/3/2018 as Document 2018-10643, in McLean County, Illinois			
Description of the Land Area (Acres): 0.774 Area (SF): 33,712 Describe relevant site details below: This site is located on the eastern side of Galena Road. It has exposure from Airport Road and Empire Street, which have average daily traffic counts of 9,650 and 14,400-vehicles, respectively. . The following utilities and services are available to this site: Electricity ☒ Water ☒ Gas ☒ Sanitary Sewer ☒ Comments: <u>Allocation of Value (if applicable):</u> Value Allocated to Land \$400,000 Unit Value of Land \$11.87 per SF of Land Area		Description of the Improvements (if applicable) Describe relevant building improvement details below: This site lacks building improvements. Describe relevant site improvement details below: There were approximately 12,500-square feet of concrete driveways/ parking areas at the time of sale. <u>Allocation of Value (if applicable):</u> Value Allocated to Improvements \$50,000	
Use the space below to provide additional explanation of relevant details (use an additional page if necessary): There have not been any significant changes made to the property after this sale.			



	Comparable Sale No.: LS-2	
	Seller: Combined Real Estate, LLC	
	Purchaser: EC Developments I, LLC	
	Sale Date: March 28, 2022	
	County: McLean	
	Deed Type: Deed	Special Warranty Document Number: 2022-00006057
	Verified Sale Price: \$850,000	
	Unit Price (if applicable): \$11.97 per SF of Land Area	
	Zoning: B-1, General Commercial District	
	Highest and Best Use: Retail/ restaurant	
Property Rights Conveyed: Fee Simple		
Financing: Market Financing (or Cash)		
Conditions of Sale: Market / Arm's-Length		
Name of party to the transaction with whom this sale was verified: Greg Yount (party familiar with transaction) Name of appraiser(s) who verified this sale (date sale was verified): Joseph Webster (02/21/2024) Name of appraiser(s) who inspected this sale (date of inspection): Donna Howard (06/17/2024) Secondary data sources used to verify this sale: Transfer declaration Additional comments on verification process (if applicable): The appraiser spoke with a broker familiar with the transaction, who confirmed the history of the site.		
Address: 1901 W. Market Street, Bloomington, Illinois PIN(s): 21-06-226-005 Location Description: Western Bloomington Legal Description: Part of the Northeast ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian		
Description of the Land Area (Acres): 1.63 Area (SF): 71,003 Describe relevant site details below: This site is located at the northeastern corner of Market Street and Truckers Lane. There is a traffic signal at this intersection and access from both streets. The average daily traffic count near the site on Market and Truckers is 16,000 and 1,900-vehicles, respectively. The following utilities and services are available to this site: Electricity ☒ Water ☒ Gas ☒ Sanitary Sewer ☒ Comments: Allocation of Value (if applicable): Value Allocated to Land \$850,000 Unit Value of Land \$11.97 per SF of Land Area	Description of the Improvements (if applicable) Describe relevant building improvement details below: There was previously a gas station on the site, although it was demolished prior to this sale. Describe relevant site improvement details below: There were no site improvements at the time of sale. Allocation of Value (if applicable): Value Allocated to Improvements \$0	
Use the space below to provide additional explanation of relevant details (use an additional page if necessary): A Panda Express restaurant has been constructed on this site after this sale.		



Comparable Sale Data

Comparable Sale No.: LS-3

Seller: AJH Management, LLC – Parkway One Series,
JRC, LLC – Parkway One Series,
and PWH, LLC – Parkway One Series

Purchaser: Bloomington South Veterans, LLC

Sale Date: November 23,
2021

County: McLean

Deed Special Warranty Document
Type: Deed Number: 2021-00028684

Verified Sale Price: \$855,000

Unit Price
(if applicable): \$11.68 per SF of Land Area

Zoning: B-1, General Commercial

Highest and Best Use: Retail/ restaurant

Property Rights Conveyed: Fee Simple

Financing: Market Financing (or Cash)

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: Meghan O'Neal-Rogozinski (broker)

Name of appraiser(s) who verified this sale (date sale was verified): Joseph Webster (02/21/2024)

Name of appraiser(s) who inspected this sale (date of inspection): Donna Howard (03/1/2024)

Secondary data sources used to verify this sale: Transfer declaration

Additional comments on verification process (if applicable): The broker reported that there were no unusual characteristics associated with this sale.

Address: 1106 S. Veterans Parkway, Bloomington, Illinois

PIN(s): 21-11-351-024 and 21-11-351-025

Location Description: Southeastern Bloomington

Legal Description: Lot 402 of Parkway Village – Phase 4, according to the plat thereof recorded July 2, 2015 as Document 2015-11645, in McLean County, Illinois

Description of the Land

Area (Acres): 1.68 Area (SF): 73,181

Describe relevant site details below:

This site is located south of Veterans Parkway, and is accessible by an access road. The average daily traffic count near the site on Veterans Parkway is 25,000-vehicles.

The following utilities and services are available to this site:

Electricity ☒ Water ☒Gas ☒ Sanitary Sewer ☒

Comments:

Allocation of Value (if applicable):

Value Allocated to Land \$855,000

Unit Value of Land \$11.68 per SF of Land Area

Description of the Improvements (if applicable)

Describe relevant building improvement details below:

This site lacked building improvements at the time of sale.

Describe relevant site improvement details below:

There were no site improvements at the time of sale.

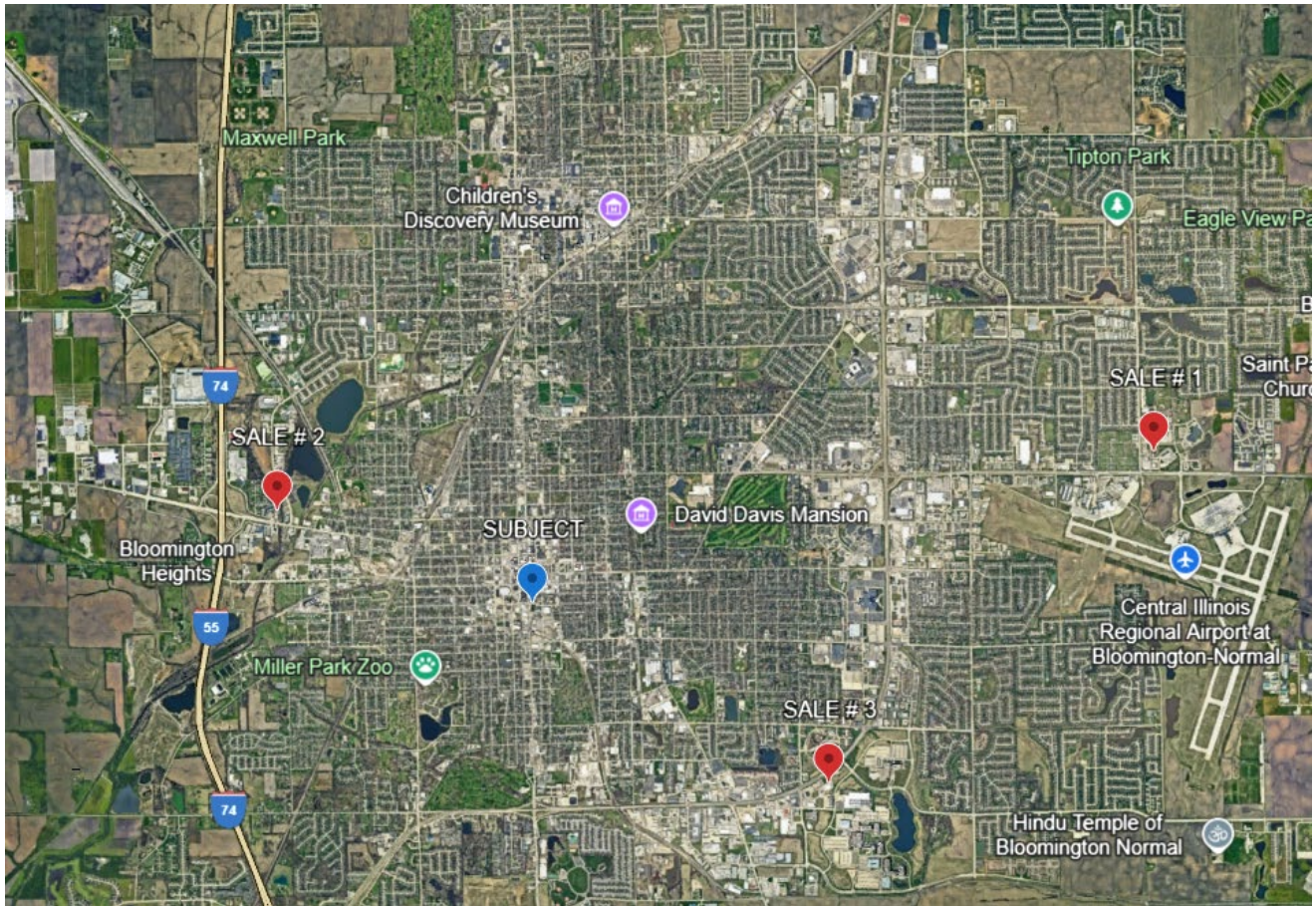
Allocation of Value (if applicable):

Value Allocated to Improvements \$0

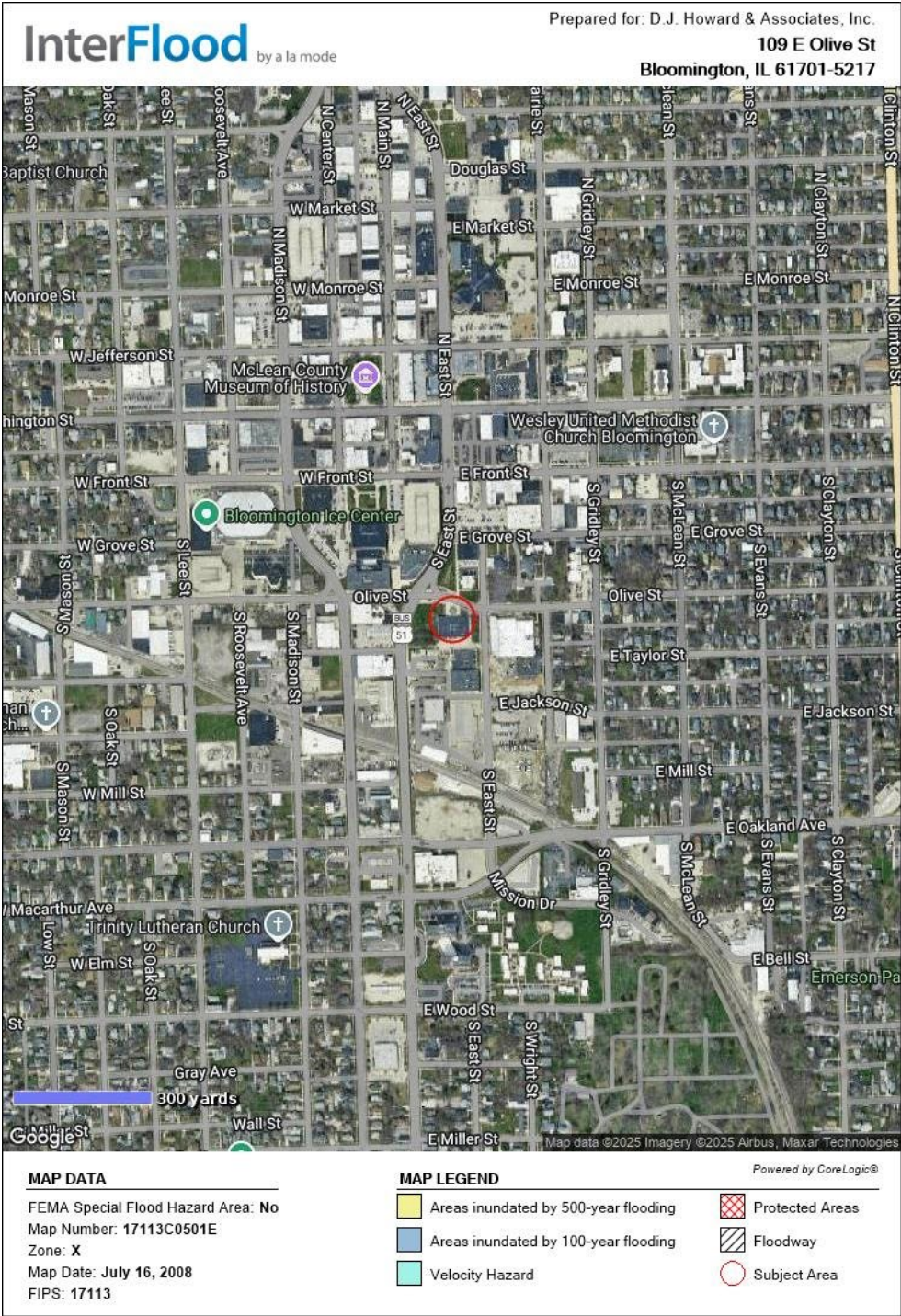
Use the space below to provide additional explanation of relevant details (use an additional page if necessary):
A Caliber Collision automotive repair facility has been constructed on this site after this sale.

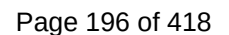


Comparable Sales Map



FLOOD PLAIN MAP





NAME: City of Bloomington, a municipal corporation

ROUTE: FAP 730 (US 51 BUS)

SECTION: (61Z-1,62Z)RS-4&(62Z-R)BR

COUNTY: MCLEAN

JOB NO.: R-95-001-23

PARCEL: 50123001

PIN NO.: 21-04-382-018

STATION: Rt 119+29.09 to Rt 121+61.47

CONTRACT NO.: 70C08

RIGHT OF WAY
(Government Entity) (Non-Freeway)

Part of Lot 9 of Bloomington Town Survey and part of Lots 1, 2, 3, 4, 5, 6 and 7 and part of the vacated alley in Wilkins, Scott and Stevenson's Addition to the City of Bloomington, Mclean County, Illinois being more particularly described as follows:

Beginning at the northwest corner of Lot 1, thence North 88 degrees 52 minutes 02 seconds East on the north line of said lot, 111.47 feet; thence South 00 degrees 40 minutes 24 seconds East, 11.99 feet; thence South 89 degrees 19 minutes 36 seconds West, 52.21 feet; thence southerly on a curve to the left having a radius of 442.46 feet an arc length of 175.14 feet whose chord bears South 18 degrees 23 minutes 24 seconds West, 174.00 feet to the west line of Lot 9 of Bloomington Town Survey; thence North 01 degrees 27 minutes 58 seconds West on said west line and the west line of Lots 6 through 1 of Wilkins, Scott and Stevenson's Addition, 175.57 feet to the Point of Beginning containing 5142 square feet, more or less of which 4200 square feet, more or less is within existing roadway.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Fidelity National Title Insurance Company

A.L.T.A. Commitment

Issuing Agent

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, IL 60560

Prepared for

Illinois Department of Transportation 5
13473 IL. Highway 133, P.O. Box 610
Paris, IL 61944-0610

Customer Reference:

IDOT Parcel Number:

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Illinois Department of Transportation 5
13473 IL. Highway 133, P.O. Box 610
Paris, IL 61944-0610

Effective Date of Commitment: September 30, 2024

Job	R-95-001-23	WTC#	I5-2024MK-1110.0
FAP	730 (US 51B)	Effective Date	September 30, 2024
County	McLean	Section	4
Section	(61Z-1,62Z)RS-4&(62Z-R)BR	Township	23N
Parcel		Range	2E

Tax Parcel Number(s):
21-04-382-018(pt)

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 10/09/2024

Job R-95-001-23
FAP 730 (US 51B)
County McLean
Section (61Z-1,62Z)RS-4&(62Z-R)BR
Parcel

A.L.T.A. COMMITMENT FORM
Schedule A

WTC Number: I5-2024MK-1110.0
Effective Date: September 30, 2024

1. Policy or Policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: \$1,000.00
Proposed Insured: The People of the State of Illinois
Department of Transportation
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

City of Bloomington, a municipal corporation
3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

Date: 10/09/2024

Job R-95-001-23
FAP 730 (US 51B)
County McLean
Section (61Z-1,62Z)RS-4&(62Z-R)BR
Parcel

WTC Number: 15-2024MK-1110.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

LOTS 1 THROUGH 8 IN WILKINS, SCOTT AND STEVENSON'S ADDITION
TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

ALSO THE VACATED NORTHERLY/SOUTHERLY AND
EASTERLY/WESTERLY ALLEY IN SAID WILKINS, SCOTT AND
STEVENSON'S ADDITION

PERMANENT TAX NUMBER(S): 21-04-382-018(pt)

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2024 and thereafter.

Taxes for the property in question are EXEMPT.

Note: This tax parcel number covers more than the property in question.

PERMANENT TAX NUMBER: 21-04-382-018(pt)

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 21-04-382-018(pt)

City of Bloomington

109 E. Olive

Bloomington, IL 61701

8. Conveyances within the past five years: None.
9. Contiguous property owned by record title holder: 1

PERMANENT TAX NUMBER: 21-04-382-018(pt)

NOTE: WE HAVE PROVIDED ONLY THOSE CONTIGUOUS PARCELS IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY. IF

ISSUED BY:

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:

Fidelity National Title Insurance Company

ADDITIONAL CONTIGUOUS PARCELS ARE REQUIRED, PLEASE CONTACT OUR OFFICE AS THE SUBJECT PROPERTY IS OWNED BY A MUNICIPAL ENTITY.

ALL THAT PART OF THE FOLLOWING DESCRIBED LAND LYING NORTHERLY OF THE RAILROAD RIGHT OF WAY:

LOTS 7, 9, 10 AND 11 (EXCEPT THAT PART OF SAID LOT 11 PLATTED FOR WALLACE'S ADDITION THE PLAT OF WHICH WAS RECORDED IN BOOK 51 PAGE 323 AND 324) OF THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS

LOTS 1 THROUGH 14 OF WALLACE'S ADDITION THE PLAT OF WHICH WAS RECORDED IN BOOK 51 PAGE 323 AND 324, MCLEAN COUNTY, ILLINOIS

ALSO THE VACATED ALLEYS IN SAID WALLACE'S ADDITION

LOTS 1 THROUGH 5 OF FLAGGS 1ST ADDITION TO BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

ALSO THE VACATED NORTH/SOUTH ALLEY IN SAID FLAGGS 1ST ADDITION

10. Easement dated March 27, 2012 and recorded April 16, 2012 as Document No. 2012-9529 made by City of Bloomington to The Board of Trustees of Illinois State University recorded in the McLean County Recorder's Office.
11. Possible unrecorded easements for utilities and/or actual utilities lying within the vacated alleys described herein, and the rights of the public or quasi-public utility companies to improve, repair or maintain said poles, conduits, pipes, sewers, etc.
12. Note: we are unable to find recorded sources of title for most of the subject property.
13. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

- End Schedule B -

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTC File No: I5-2024MK-1110.0

Date: 10/09/2024

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.
 - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

A. The Plaintiff is:

The People of the State of Illinois, Department of Transportation

B. The Defendants are:

1. City of Bloomington, a municipal corporation

C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

EXHIBIT C



Illinois Department of Transportation

Appraisal Review Certification

Route FAP 730 (US 51 Bus)
Section (61Z-1, 62Z)RS-4 & (62Z-R)BR
County McLean

Project Main & Center Streets, Bloomington
Job No. R-95-001-23
Parcel 50123001 Unit City of Bloomington

☒ Original ☐ Supplemental

☐ Complex ☒ Non-Complex

☐ Value Finding

Is the remainder property an uneconomic remnant?

☐ Yes

☒ No

The attached ☒ Appraisal Report ☐ Restricted Appraisal Report submitted by
Donna Howard has been reviewed by the undersigned. In accordance with
49 CFR 24.104, the attached appraisal meets one of the following categories:

- ☐ Not Accepted – Provide reasoning for non-acceptance.
☐ Accepted – Meets all requirements, but is not selected.
☒ Recommended – Meets all requirements and is selected as basis for acquisition purposes.

The conclusions of value for the subject property as of January 29, 2025 are as follows:

Fair Market Value of Whole Property (Land Only, plus Improvements in the Acquisition, if any)	\$ <u>740,000</u>
Fair Market Value of Property Taken (including improvements) as Part of the Whole	\$ <u>9,500</u>
Fair Market Value of Remainder as Part of the Whole Property Before Taking	\$ <u>730,500</u>
Fair Market Value of Remainder After Taking as will be Affected by Contemplated Improvement	\$ <u>730,500</u>
Damage to Remainder	\$ <u>0</u>
Compensation for Permanent Easement(s)	\$ <u>N/A</u>
Compensation for Temporary Easement(s)	\$ <u>N/A</u>
Excess Land to be Released	\$ <u>N/A</u>
Total Compensation	\$ <u>9,500</u>

Cynthia A. Dubois
Review Appraiser

March 5, 2025
Date

Certified General Real Estate Appraiser
Type of License

553.001446
License Number

09/30/2025
Expiration Date

Approved:

Kensil A. Murcutt
Regional Engineer

03/10/25
Date

REVIEW APPRAISER CERTIFICATION

The undersigned hereby certifies:

1. That on July 22, 2024 February 24, 2025, I completed a visual inspection of the property and comparable sales selected. On Value Finding reports only with no permanent damages, a desk review of the attached appraisal is acceptable and is based upon information contained in the appraisal. I have analyzed the information and documented my conclusion in the attached appraisal review. ☐ I am / ☒ I am not aware of any additional sales data or additional information that may impact the value of the subject property.
2. That I have no direct or indirect present or contemplated future interest in the property described therein or in any benefit from the acquisition, and I have no personal interest or bias with respect to the parties involved.
3. That the facts and data reported by the review appraiser and used in the review process are based on that information provided by the author of the attached appraisal report and any specialty reports, and that this information is considered true and correct. No one has provided significant professional assistance to the person signing this review report. (If there are exceptions, the name of the individual(s) providing appraisal review assistance must be stated.)
4. That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions. I have no bias with respect to the property that is the subject of this review or the parties involved.
5. That my determination has been reached independently based on the appraisal without any collusion or direction, and my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report. This review report is based on the data and information provided in the actual appraisal report and any specialty reports used therein.
6. That my analyses, opinions, and conclusions were developed and this review report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, the Uniform Act, and 49 CFR 24.104 and are based on the scope of work described herein.
7. That I have given consideration in this review to the value of the part taken, and damages and/or benefits to the remainder, if any, to the extent allowed under Illinois statutes; and that as near as can be determined non-compensable items of damage under Illinois law have not been included in the appraisal.
8. In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for this appraisal report.
9. I have performed no (or the specified) other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment: None.
10. My engagement in this assignment and my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
11. Statement supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Appraiser Name: Cynthia A. DuBois
License Type: Certified General Real Estate Appraiser


Appraiser Signature
IL License # 553.001446 Expires: 09/30/25

APPRAISAL REVIEW REPORT: In accordance with 49 CFR 24.104 and USPAP Standards Rule 3, a review appraiser will prepare an appraisal review report to support the approved value selected for the use as the basis for acquisition purposes. This report shall contain the following information, either in a simple format or a more complex format as required for the review assignment: 1) scope of work being reviewed and the scope of work of the review assignment; 2) examination of the presentation and analysis of the appraisal report and the development of an opinion as to completeness, adequacy, appropriateness of appraisal methods and techniques used; 3) identification of client, intended use and intended user(s); 4) identification of any damages or benefits to any remaining property identified in the appraisal; and 5) a signed certification (Page 2 of this Appraisal Review Certification).

Subject of the review assignment: Parcel No. 50123001 / Job No. R-95-001-23 / US 51 Bus

Date of the review: March 5, 2025

Property interest to be acquired: ☒ Fee Taking ☐ Dedication/Perpetual Easement
☐ Permanent Easement ☐ Temporary Easement
☐ Other (If Other, explain. If for disposal of excess land and/or other rights, please indicate fee simple, dedication/perpetual easement, and/or release of access rights.)

Date of work under review: February 24, 2025

Effective date of the opinion or conclusion of the work under review: January 29, 2025

Appraiser(s) who completed work being reviewed: Donna Howard

Describe the scope of work performed in this appraisal review report as required in 49 CFR 24.104 and USPAP Scope of Work Rule.

The appraisal report has been reviewed to determine if the appraiser has complied with the required Illinois Department of Transportation's Land Acquisition Policy and Procedures Manual, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24 and the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal review is intended to comply with the requirements of Standards 3 and 4 and is prepared on this form as developed and required by IDOT. This appraisal review also complies with the required Illinois Department of Transportation's Land Acquisition Policy and Procedures Manual, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24 and the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for the appraisal report.

If I have disagreed with any of the appraiser's conclusions, the basis for opinion are explained and supported as part of this review report. The appraiser's report that has been reviewed is attached and considered part of this review report. Unless noted otherwise, I have accepted the factual data reported by the appraiser.

The Client for this assignment mirrors that of the appraisal report. Crawford, Murphy and Tilly along with the Illinois Department of Transportation as well as its Federally funded partners are the only intended users. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report. Ambra Knox and Stan Hanson of Crawford, Murphy and Tilly, my employer, contacted me for this assignment.

The purpose of the attached appraisal report is to estimate the fair market value of the subject property, estimate the contributory value of the area to be acquired for right of way and estimate damages, if any, to the remainder for the Illinois Department of Transportation.

The purpose of the appraisal review is to ascertain the quality of the appraisal report and to consider if the estimate of market value is credible and reasonably supported. An independent opinion of value has not been determined by the reviewer.

This appraisal report has been prepared to assist the Illinois Department of Transportation in acquiring 942 square feet of land for additional right of way along with 4,200 square feet of land in existing right of way for a total of 5,142 square feet of land for right of way from the City of Bloomington, a Municipal Corporation identified as parcel number 50123001, having a common street address of 109 E. Olive Street, Bloomington, IL for the improvement of US 51 Business Route in Bloomington in McLean County, IL. Courthouse records were utilized to determine the total holding

The same definition of market value used in the appraisal report is being utilized for the appraisal review:

The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions.)

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining the value of the property before the taking, the appraiser shall disregard any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration with the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal report.

In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after the taking.

The Definitions section of USPAP 2024 defines an extraordinary assumption as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". The appraisal report was developed using the extraordinary assumption that the parcel being valued is assumed free of any environmental hazards, underground storage tanks, etc. The appraiser was not aware of any environmental screening of the property as of the effective date of the appraisal. The use of this extraordinary assumption might affect the assignment results and the appraiser reserves the right to change the value.

The Definitions section of USPAP 2024 defines a hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis". A Hypothetical Condition exists that the appraisal report and appraisal review are based on the information provided by the Illinois Department of Transportation at the time the appraisal assignment/review assignment was completed. This appraisal assignment/appraisal review was based on the plans/plats provided at the time the assignment was complete. Changes to the design may cause this report to be invalid, and therefore, may require this report to be updated to reflect changes. The subject property was appraised as hypothetically vacant land.

The subject property has been appraised as land only due to the nature and size of the acquisition. The proposed improvement is not anticipated to adversely impact the subject property. Not valuing the whole is defined in the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual Section 3.6.21.

The appraisal report and appraisal review were based on the information provided by the Illinois Department of Transportation as well as independent research conducted at the time the appraisal report and appraisal review were completed.

The scope of the review included an observation of the subject property and the surrounding area along with the comparable sales. The subject property was viewed on February 24, 2025 (exterior only) from the right of way/public areas along with aerial mapping, plats and plans. The comparable sales were viewed from the roadway right of way/public areas on July 22, 2024. The subject property is located in the southeast quadrant of US 51 (Main Street) and E. Olive Street in Bloomington in McLean County, IL.

The subject property consists of approximately 6.66 acres of land, but for the purpose of this appraisal assignment, a larger parcel of 1.6944 acres has been determined which includes the northern portion of the site and includes one municipal office building. The subject property is located in the southeast quadrant of US 51 (Main Street) and E. Olive Street in Bloomington in McLean County, IL. The subject property is improved with municipal buildings. The subject property is zoned P-2, Public Lands and Institutions. The subject property is a legal conforming use under the present zoning ordinance. The highest and best use of the subject property both as improved and as vacant has been determined to be for continued use for office buildings. The subject property contains access points from both E. Olive Street and S. East Street. As previously noted, the appraisal report has been completed as a land only appraisal report as defined in the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual Section 3.6.21.

The acquisition consists of an irregular shaped area located in the northwest quadrant of the subject property beginning just south of the intersection along US 51 (Main Street) and continuing along Olive Street for 52.21 linear feet. The proposed acquisition area contains 942 square feet of land for additional right way along with 4,200 square feet of land that is currently existing right of way for a total of 5,142 square of land. (See plat for details.) The area to be acquired includes a portion of the existing sidewalk and on-street parking along with roadway. The on-street parking is anticipated to remain. Access will remain the same. No damages as a result of the proposed improvement have been identified.

The scope of this review is limited to forming an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreements; form an opinion as to whether the analyses, opinions, and conclusions in the report under the review are appropriate and reasonable, and develop the reasons for any disagreement.

This appraisal was completed utilizing appropriate appraisal techniques. The presentation and analysis are adequate. The development of the opinion of value is based on the data contained in the report and is deemed to be reasonable. This appraisal report has been prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24 as well as IDOT's Land Acquisition Policies and Procedures Manual and USPAP.

The report being reviewed is an appraisal report.

SCOPE OF REVIEW

The scope of this review is limited to forming an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreement; form an opinion as to whether the analyses, opinions, and conclusions in the report under the review are appropriate and reasonable, and develop the reasons for any disagreement.

COMPETENCY

I have appraisal experience in excess of twenty-five years. I have successfully completed the courses required to achieve a certified general license as well as those required by the Illinois Department of Transportation for becoming a staff reviewing appraiser. I have completed the continuing education requirements of the State of Illinois which are necessary to renew my license. I have taken numerous additional courses and seminars. I feel that I am adequately trained in appraisal procedures.

I have appraisals experience in numerous counties in Illinois. I have a wide range of experience including commercial, industrial, residential, agricultural and special use properties. I believe my research and data collection provides adequate knowledge necessary to complete appraisal assignments.

I have been approved to review appraisals for the Illinois Department of Transportation since January, 1998. My appraisal experience combined with my past review experience, classes I have taken, and research of market data at both the local and county levels enables me to satisfactorily review appraisals.

I, Cynthia A. DuBois, am currently certified as a State Certified General Real Estate Appraiser (License No. 553.001446), expiration date September 30, 2025.

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining the value of the property before the taking, the appraiser shall disregard any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration with the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal.

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after the taking.**

**Definition provided by the Illinois Department of Transportation

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

1. This appraisal covers the property as described in this report. and the areas and dimensions as shown herein are assumed to be correct.
2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the property appraised or the title thereto, nor does the appraiser render any opinion as to the title which is assumed to be good and marketable. The property is appraised as though under responsible ownership and competent management.
3. Any sketch or map in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.

4. The appraiser is not required to give testimony or to appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.
5. The appraiser assumes that there are no hidden or apparent conditions of the property, subsoil or structures which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for the engineering which might be required to discover such factors.
6. The subject property is assumed to have a potable water supply.
7. The actual location of utilities located underground and/or not readily visible have not been investigated by the appraiser to determine the actual location of the said utilities. No investigation has been done to determine whether or not utilities actually exist either by permit or by easement.
8. Information, estimates and opinions furnished to the appraiser and contained in the report were obtained from sources considered to be reliable and are believed to be true and correct. However, no responsibility for the accuracy of such items furnished the appraiser can be assumed by the appraiser.
9. Neither all nor any part of the content of this report, nor a copy thereof, shall be used by anyone but the client for whom the report has been prepared without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public, through advertising or other means, without the written consent and approval of the appraiser.**

**The client for this report is Crawford, Murphy and Tilly along with the Illinois Department of Transportation and any of its Federally funded partners.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. In the event a PESA report is available for the subject property, the information available has been considered in the valuation of the subject property.
11. It is assumed that the construction and use of the appraised property improved, complies with all public authorities having jurisdiction, including but not limited to applicable federal, state, municipal and local environmental impact or energy laws or regulations.
12. Separate allocation between land and improvements, if applicable, represents the judgment of the appraiser only under the existing utilization of the property. A re-evaluation should be made if the improvements are moved or substantially altered, and the land utilized for another purpose.
13. Mechanical equipment, if applicable, is assumed to be in working condition. The appraiser has conducted no test of the mechanical equipment and hence makes no warranty of said equipment.
14. The value of the property is expressed in U.S. currency as of the date of valuation, and is subject to any future changes which may occur in the value of the U.S. dollar.
15. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser shall have no responsibility for any such unauthorized change.
16. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
17. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
18. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimate the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
19. Unless otherwise stated, only an exterior inspection was made of the property.

QUALIFICATIONS OF APPRAISER

Cynthia A. DuBois

State Certified General Real Estate Appraiser

License Number 553.001446

EDUCATION

Appraisal Institute

Course 110: Appraisal Principles (March, 1995)
Course 120: Appraisal Procedures (May, 1995)
Course 310: Basic Income Capitalization (Sept-Oct, 1995)
Course 320: General Applications (April, 2002)
Course 710: Condemnation Appraising:
 Basic Principals and Applications (Oct, 2000 & March 2004)
Course 720: Condemnation Appraising:
 Advanced Topics and Applications (July, 2001)
Course IL-VII: General Report Writing (February, 2002)
Evaluating Residential Construction (March, 2006)
USPAP Update (August, 2006; May 2008; Jan 2014; Jan 2016; Jan 2018; Jan 2020; Mar 2022, Mar 2024)
Exploring Appraiser Liability (March 2017)
Midwest Easement Seminar (April 2021)

American Society of Farm Managers and Rural Appraisers

Course A-10: Fundamentals of Rural Appraisal (Oct, 1995)
Course A-12: The Uniform Standards of Professional Appraisal Practice
 (March, 1995)
Course A-20: Principles of Rural Appraisal (May, 1996)
Agency Appraisal Seminar (July, 2005)
Yellow Book – Uniform Appraisal Standards for Federal Land
 Acquisition (Oct, 2006)

National Highway Institute

Course 14136: Eminent Domain Training for Attorneys and Appraisers:
 Team Building for Effective Results (March, 1999)
Course 14130: Advanced Relocation Workshop (June, 2001)
Course 14131: Business Relocation (October, 1999)
Course 14139: Real Estate Acquisition for Local Public Agencies
 (August, 2000)
Course 141043: Appraisal for Federal-Aid Highway Programs (6/2013, 6/2018, 3/2022)
Course 141044: Appraisal Review for Federal-Aid Highway Programs (6/2013)
Course 141050: Intro to Federal-Aid ROW Requirements for LPA (April 30-May 1, 2014 & May 24-25, 2017)
Course 141052: Successful Acquisition Under the Uniform Act (May, 2018)

Real Estate Education Company

Course APP III: Single Family Residential Appraisal (May, 1996)

Office of Banks and Real Estate

A Day with the Committee (Continuing Education Course) (Oct., 1996)

ICAP: Illinois Appraisal Law and Administrative Code Update (April, 2011)

ICAP Appraisers Update Seminar (July 2012, July 2016)

ICAP Annual CE Seminar (April 2021, Sept 2022)

International Right Of Way Association

Course 101: Principles of Real Estate Acquisition
 Engineering & Law (Sept, 1993)
Course 101: Principles of Real Estate Acquisition
 Appraisal & Negotiations (Sept, 1993)
Course 401: The Appraisal of Partial Acquisitions (Jan, 2002 & Jan 2009 & Aug 2014)
Course 403: Easement Valuation (Oct, 1997, July 2017)
Course 409: Integrating Appraisal Standards (June, 2011)
Course 410: Reviewing Appraisals in Eminent Domain (June, 2011, July 2017)
Course 421: The Valuation of Partial Acquisitions (March, 2019)
Course 431: Problems in the Valuation of Partial Acquisitions (July 2017)
Course 802: Legal Aspects of Easements (August, 2001)
Course 803: Eminent Domain Law Basics for Right of Way
 Professionals (May, 2006)
Summer Meeting – 50 Ways to Lose Your Money/Career Paths (August, 2010)

Illinois Institute for Continuing Legal Education

Environmental Issues in Real Estate Transactions (April, 1999)
Real Estate Transactional Law Update (April, 1999)
Eminent Domain Practice (Feb, 2004)
Eminent Domain Update (Nov, 2006, 2009)

National Business Institute

Legal Descriptions, Title Insurance and Surveys in Real Estate Transactions (June 2016)
Curing Title Defects: What you need to know (October 2017)

Office of Executive Inspector General

Ethics Training for State Employees (April, 2011, June, 2012, June, 2013, June 2014)

McKissock, Inc.

National USPAP Update (April 2003, March 2005, Dec 2010, Feb 2012)
Appraiser Liability (April, 2003)
Scope of Work (June, 2007)
Even Odder: More Oddball Appraisals (Dec, 2008)
Introduction to Expert Witness Testimony (Dec, 2010)
ERC: Techniques for Relocation Appraisals (Dec, 2010)
Risky Business: Ways to Minimize Liability (Dec, 2010)
Introduction to Complex Appraisal Assignments (Dec, 2012)
Analysis in Action (March, 2013)
Strange but True: Appraising Complex Residential Properties (March 2017)
Sexual Harassment Prevention Training (March 2021, March 2023)
Residential Property Inspection for Appraisers (March 2021)
Residential Property Measurement & ANSI Z765 (March 2023)

Hinds Environmental, Inc.

Asbestos Building Inspector Initial Training Course (Feb, 2001)
Asbestos Building Inspector Refresher Course (Feb, 2002)

Illinois Valley Community College

Real Estate 120

Lorman Education Services

Zoning and Land Use Seminar (Oct, 2005)

Capital Area Association of Realtors

Mobile Homes vs Modular Homes (April, 2011)

Illinois Department of Transportation

Local Public Agency Real Estate Acquisition (Train-the-trainer) (Sept, 2005)
Local Public Agency Real Estate Acq. Workshop (Feb, 2008)
Design-Build Workshop (Nov, 2016)

HalfMoon Education Inc.

Land Laws for Civil Engineers and Land Surveyors (Feb, 2015)

Federal Highway Administration

Appraisal Principles and Procedures Under the Uniform Act Workshop (April 15-16, 2015; Nov 14-15, 2016)
23 CFR Update Workshop (July 2017)
Relocation the Right Way (October 2017)

PROFESSIONAL MEMBERSHIP

Illinois Association of Highway Engineers
Teamsters Local 916

This appraisal review was prepared for the sole purpose of acquiring highway right of way and/or the disposal of highway right of way for the Illinois Department of Transportation.

This appraisal review is not intended for, nor should this appraisal review be utilized for, any purpose other than the above stated use.

Neither all nor any part of the content of this report, nor a copy thereof, shall be used by anyone but the client, Crawford, Murphy and Tilly along with the Illinois Department of Transportation and any of its Federal funded partners, for whom the report has been prepared, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public, through advertising or other means, without the written consent and approval of the appraiser.

Appraisal Review Certification

Route	<u>FAP 730 (US 51 Bus)</u>	Project	<u>Main & Center Streets, Bloomington</u>	
Section	<u>(61Z-1, 62Z)RS-4 & (62Z-R)BR</u>	Job No.	<u>R-95-001-23</u>	
County	<u>McLean</u>	Parcel	<u>50123001</u>	Unit <u>City of Bloomington</u>

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

The development of the opinion of value is based on the data contained in the report and is deemed to be reasonable. This appraisal report has been prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual. The analysis, opinions, and conclusions in this review report were prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the subject of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

The scope of work has been identified in the body of the report, in accordance with 49 CFR 24 and USPAP. The intended use and the intended user(s) have been appropriately identified in the body of the report.

Appraiser Name: Cynthia A. DuBois
License Type: Certified General Real Estate Appraiser


Appraiser Signature
IL License # 553.001446 Expires: 09/30/25

EXHIBIT D



**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Route: FAP 730 (US 51B)
Section (61Z-1,62Z)RS-4&(62Z-R)BR
County: McLean

Project: Contract 70C08 - US 51-B
Job No. R-95-001-23
Parcel 50123001

Owner(s) of Real Property: City of Bloomington
109 East Olive Street, Bloomington, IL 61701

Location of Property: County PIN: 21-04-382-018
109 East Olive Street
Bloomington, IL 61701

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of US Route 51-B (FAP 730). The legal description of the parcel to be acquired is found on the attached instrument of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 1.6944 acres, more or less

Highest and best use: Office Use

2. Land to be Acquired in Fee Simple:

New right of way 0.1180 acres

Existing right of way (when applicable) N/A acres

Total right of way 0.1180 acres

3. Improvements and/or Fixtures to be Acquired:

N/A

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the 0.1180 acres to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. \$9,500.00

Damage to the remaining property as a result of the acquisition (if any). \$0.00
N/A

Total compensation for permanent right of way acquired in fee simple. \$9,500.00

Less cost of construction to be offset against total compensation. \$0.00

Net compensation \$9,500.00

Benefits in the amount of \$0.00 have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements- 0.0 for N/A \$0.00
acres (state purpose)

Temporary Easements- 0.0 for N/A \$0.00
acres (state purpose)

Total compensation for easements (when applicable) \$0.00

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5) \$9,500.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

N/A

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
<u>N/A</u>	<u>\$0.00</u>
	<u>\$</u>

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. Holtrop will be happy to furnish information for your use in applying for a permit if one is needed.

Kenneth A. Burnett
Regional Engineer

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$9,500.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the Illinois Department of Transportation adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.

Patrick M. Holtrop
Realty Specialist

4/10/25
Date



Approximate Right of Way
to be acquired by IDOT



Consent Agenda Item No. 8.M.

For City Council: August 25, 2025

Ward Impacted: Ward 3

Subject: Consideration and Action on an Ordinance Approving the Vacation and Dedication of Public Utility Easements on Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Great Place - Livable, Sustainable City

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Background: The Petitioner, Farnsworth Group, on behalf of the property owner, Jason Stephens, is requesting approval of a dedication and a vacation of a public utility easement. The dedicated easement and vacated easement both lie within Lot 286 of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, particularly located at the west end of Stone Mill Court. The existing Parcel Identification Number (PIN) for the subject property is 15-32-355-028. A duplex home will be built on the referenced lot and the easement vacation is necessary for the new building configuration. Two utilities (Comcast and Corn Belt Energy) were present in the portion of the easement not planned for vacation. Signoffs from the two utilities are attached and the easement dedication will maintain the full width of the easement. The Easement Dedication and Vacation Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

Community Groups/Interested Persons Contacted: Jason Stephens

Financial Impact: Jason Stephens paid all survey and plat costs.

Attachments:

1. Ordinance
2. Ordinance Exhibit A - Legal Description
3. Ordinance Exhibit B - Dedication and Vacation Plat
4. Owners Petition

5. Owners Certificate
6. Utility Signoffs

ORDINANCE NO. 2025 -

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF PUBLIC UTILITY EASEMENTS ON LOT 286 IN THE RESUBDIVISION OF LOTS 263-272 SECOND ADDITION TO HARVEST POINTE SUBDIVISION

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, by Farnsworth Group on behalf of Jason Stephens, a Petition requesting the vacation of a portion of an existing Public Utility Easement ("VACATION"), in exchange for dedication of an alternate Public Utility Easement ("DEDICATION"), located on Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included an Easement Dedication and Vacation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, dated June 4, 2025, depicted in Exhibit B ("PLAT"); and

WHEREAS, said Petition included approval for the VACATION from the public and private utilities serving the PROPERTY; and

WHEREAS, City staff have reviewed the request and submitted documentation for the VACATION and determined that the easement does not host any existing public or private utility infrastructure; and

WHEREAS, said PLAT includes DEDICATION of an easement in an alternate location that provides equivalent public value and benefit as the easement that is the subject of the VACATION; and

WHEREAS, the City Council has the power to pass this Ordinance and grant said DEDICATION and VACATION.

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. That the VACATION and DEDICATION on the PROPERTY, legally described in Exhibit A and depicted on the PLAT, are hereby approved and accepted.

SECTION 3. City staff are hereby directed to record the PLAT, with this Ordinance of approval, with the Office of the McLean County Recorder.

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Descriptions

Utility Easement to be Dedicated:

The South 6.5 feet of the North 48 feet of Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the City of Bloomington, McLean County, Illinois.

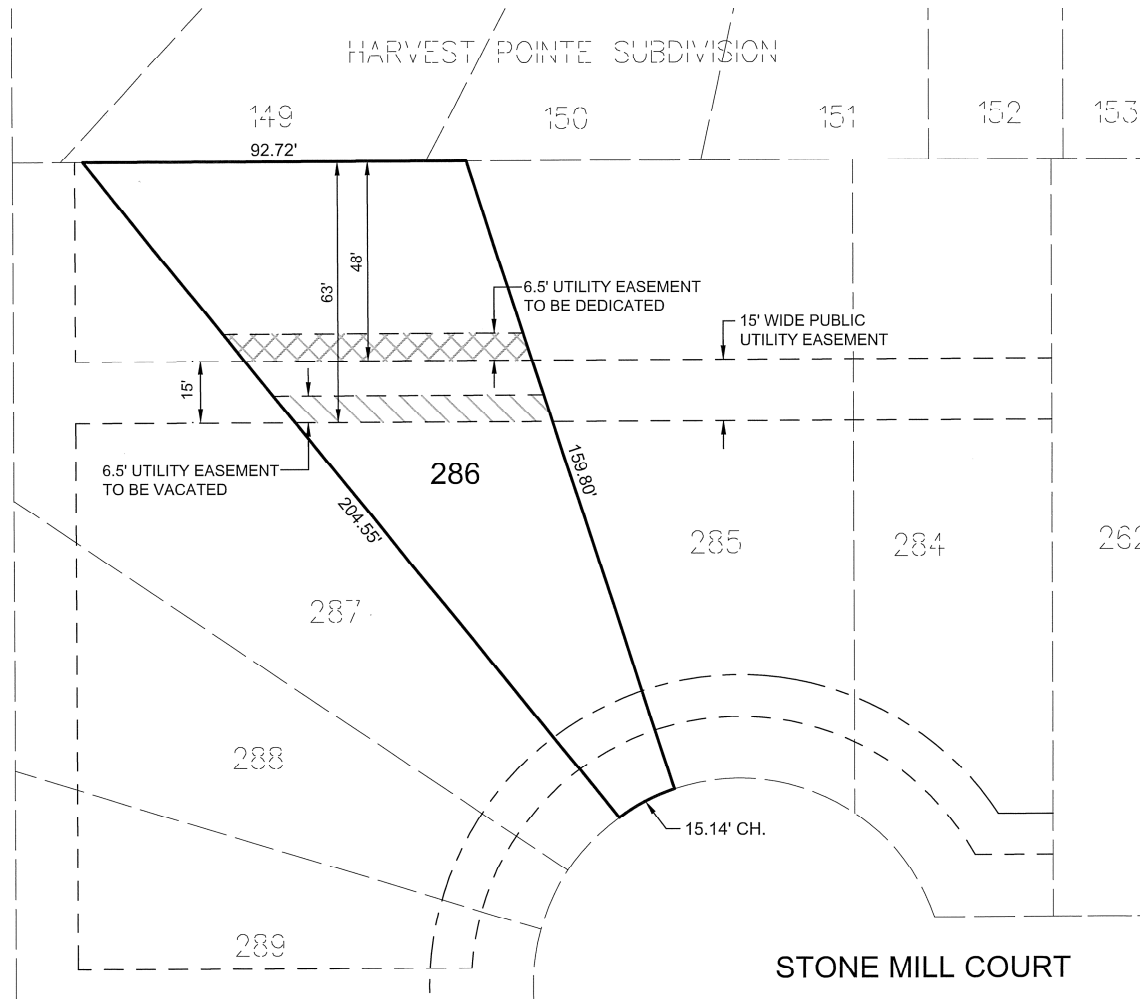
Utility Easement to be Vacated:

The South 6.5 feet of the North 63 feet of Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the City of Bloomington, McLean County, Illinois.

J:\2020\0201281.00 - Harvest Pointe 2nd Addition\Survey\07_Drawings\0201281.00 - Resub. Lots 263 - 272 Of Harvest Pointe 2nd Addition Easement Dedication Vacation Plat.dwg | 6/3/2025 2:45 PM

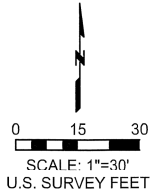
EASEMENT DEDICATION & VACATION PLAT

PART OF SW 1/4 SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

- UTILITY EASEMENT LIMITS LINE
- EASEMENT TO BE DEDICATED
- EASEMENT TO BE VACATED



I hereby certify that this is a true plat of a portion of an existing 15 foot wide utility easement to be vacated and a 6.50 foot wide utility easement to be dedicated on Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois, per plat recorded in the McLean County Recorder's Office as Document No. 2025-2162. Portion of said easement to be vacated and easement to be dedicated are more particularly described as follows:

Utility Easement to be Vacated:

The South 6.5 feet of the North 63 feet of Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the City of Bloomington, McLean County, Illinois.

Utility Easement to be Dedicated:

The South 6.5 feet of the North 48 feet of Lot 286 in the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision in the City of Bloomington, McLean County, Illinois.

Witness my hand and seal this 4th day of June, 2025.

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

By:
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 6-4-25
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION
NO. 184-001856

S.W. 1/4 SEC. 32, T24N., R3E., 3RD P.M.



2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

RESUBDIVISION OF LOTS 263-272 SECOND ADDITION TO HARVEST POINTE SUBDIVISION
BLOOMINGTON, ILLINOIS

EASEMENT DEDICATION & VACATION PLAT

PROJECT NO.: 0201281.00
DRAWN: DJM
REVIEWED:
DATE: 6-4-25

1

8-S-3130



Subdivision Approval Request

Development Services Department

Submitted On:

Jun 6, 2025, 11:49AM EDT

Is Applicant also the Property Owner?	No
Applicant Full Name	First Name: Greg Last Name: Troemel
Company (Optional)	FARNSWORTH GROUP
Applicant Contact Information	gtroemel@f-w.com 3096638435
Full Address	Street Address: 2709 Mc Graw City: Bloomington State: IL Zip: 61704
If Applicant is NOT the Property Owner, the Applicant is:	Engineer or Surveyor
Property Owner Full Name	First Name: Jason Last Name: Stephens
Property Owner Full Address	Street Address: 17 Kilborn Court City: Bloomington State: IL Zip: 61704
Proposed Subdivision Name	Harvest Pointe Subdivision 2nd Addition (existing subdivision)
PIN(S)	15-32-355-028
Legal Description (Paste or attach TEXT document)	Lot #286, Harvest Pointe Subdivision 2nd Addition
Name of Preliminary Plan and Approving Ordinance and/or Case Number (if this is Final Sub)	Existing Harvest Pointe Sub 2nd Addition, request to process amended easement plat
Upload Copy of Existing Approved Preliminary Plan, if relevant	Resub. Lots 263 - 272 of Harvest Pointe 2nd Add. Easement Dedication Vacation Plat.pdf
Petition for Approval	Resub. Lots 263 - 272 of Harvest Pointe 2nd Add. Easement Dedication Vacation Plat.pdf
Preliminary or Final Plan or Plat	Comcast and Cornbelt Sign Offs.pdf
Signature Data	First Name: Greg Last Name: Troemel Email Address: gtroemel@f-w.com

Greg Troemel

Signed at: June 6, 2025 11:45am America/New_York

Prepared By:

Gree Troemel
2709 McGraw Dr
Bloomington, IL 61704

Return To:

Same

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby certify that they are the owners of the premises embodied in the attached plat of the Property Survey dated June 4, 2025, for (Owners Name) Jason Stephens for property located in the City/Town of Bloomington, Illinois, County of McLean, State of Illinois and have caused said survey to be made and that it is a true and correct plat of the survey of the Tract of Land by (Surveyor Name) Brent Bazan of (Surveying Firm) Farnsworth Group. Registered Land Surveyor Number 3715.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14 day of August, 2025.

X [Signature]
Owners Signature

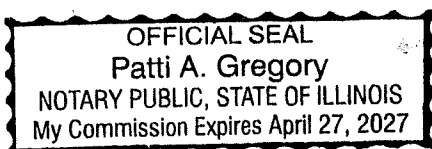
Jason Stephens
Owners Printed Name

PIN 15-32-355-028

STATE OF ILLINOIS)
)SS
McLEAN COUNTY)

I, a Notary Public in and for said County, in State aforesaid, do hereby certify that Jason Stephens of the City/Town of Bloomington, Illinois, who are personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of August, 2025.



Patti A. Gregory
Notary Public

July 18, 2025

Corn Belt Energy
c/o Michael O'Grady & Jason Cotner
#1 Energy Way
Bloomington, IL 61705

RE: Consideration of an Amended Easement - Lot 286, Harvest Pointe Subdivision 2nd Addition

Hello Mr. O'Grady,

Farnsworth Group is seeking your consideration and assistance regarding a request to amend an existing platted utility easement which you occupy. We have been on site to assess the general location of the existing infrastructure and it appears Corn Belt occupies the northern third of the 15'-0" easement. Obviously this would require confirmation and we have requested a JULIE in support of this request. As proposed, the amendment would vacate the southern 6.51' of the existing easement and then expand the easement 6.51' to the north thus maintaining the 15'-0". Please reference the attached illustration of what is being requested for your consideration.

Should the Corn Belt be agreeable to this proposal we would respectfully request acknowledgement by signature below. Farnsworth Group would immediately commence with the process to formally amend the easement by ordinary and required channels and correspond with you accordingly.

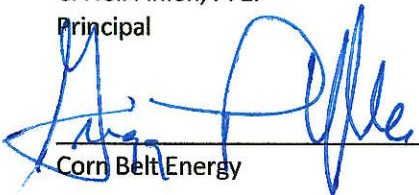
*** ANY WORK OR EXPENSE INCURRED BY CORN BELT ENERGY TO RELOCATE THE ACTUAL PRIMARY LOCATION WILL BE THAT OF THE GENERAL CONTRACTOR OR OWNER.**

Thank you for consideration of this request, and for the assistance provided by your staff to date. Should you have any questions or suggested modifications regarding this request, we would be pleased to discuss.

Sincerely,

FARNSWORTH GROUP, INC.

C. Neil Finlen, P. E.
Principal



Corn Belt Energy

8/1/25

Date

March 13, 2025

Mr. Ted Wyman
Comcast Cable, Right-of-Way Engineer
688 Industrial Drive
Elmhurst, IL 60126

RE: Consideration of an Amended Easement - Lot 286, Harvest Pointe Subdivision 2nd Addition

Hello Mr. Wyman,

Farnsworth Group is seeking your consideration and assistance regarding a request to amend an existing platted utility easement which have affirmed you occupy. The limits of the existing platted easement are at 120' on the south and 135' on the north. With the formal JULIE markings complete, we have been on site to affirm the Comcast line was installed at a distance of 128 to 129 feet. As proposed, the amended easement would leave the Comcast line a minimum of 2 to 3 feet inside the easement line. Please reference the attached site photos to better illustrate. Again, we acknowledge that in the unlikely event of the need to relocate the Comcast line any expense would be the responsibility of the building contractor.

Should the Comcast be agreeable to this proposal we would respectfully request acknowledgement by signature below. Farnsworth Group would immediately commence with the process to formally amend the easement by ordinary and required channels and correspond with you accordingly.

Thank you for consideration of this request, and for the assistance provided by your staff to date. Should you have any questions or suggested modifications regarding this request, we would be pleased to discuss.

Sincerely,

FARNSWORTH GROUP, INC.

C. Neil Finlen, P. E.
Principal



Mr. Ted Wyman
Comcast Cable

MARCH 18, 2025

Date

From: Wyman, Ted <ted_wyman@comcast.com>
Sent: Wednesday, July 9, 2025 11:20 AM
To: Troemel, Greg <gtroemel@F-W.com>
Subject: RE: Harvest Pointe Easement Amendment

Greg,

As per our discussion, with the Comcast cable found 18" south of the northern (revised) easement line, it falls within the area of the easement that is not being vacated or affected by the proposed building. Therefore, Comcast is re-confirming we have no objection to the 6.5' partial vacation of the easement.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman

Comcast Cable

Right-of-Way Engineer

688 Industrial Drive

Elmhurst, IL 60126

Phone: (224) 229-5850 office (847) 652-6074 cell

Fax: (630) 359-5482

Ted_Wyman@comcast.com

Steve Law

From: Jim Karch
Sent: Thursday, August 7, 2025 2:09 PM
To: Steve Law
Cc: Dominic Kallas
Subject: Re: Easement Dedication and Vacation in Harvest Pointe 2nd
Attachments: Resub. Lots 263 - 272 of Harvest Pointe 2nd Add. Easement Dedication Vacation Plat.pdf

Engineering does not object.



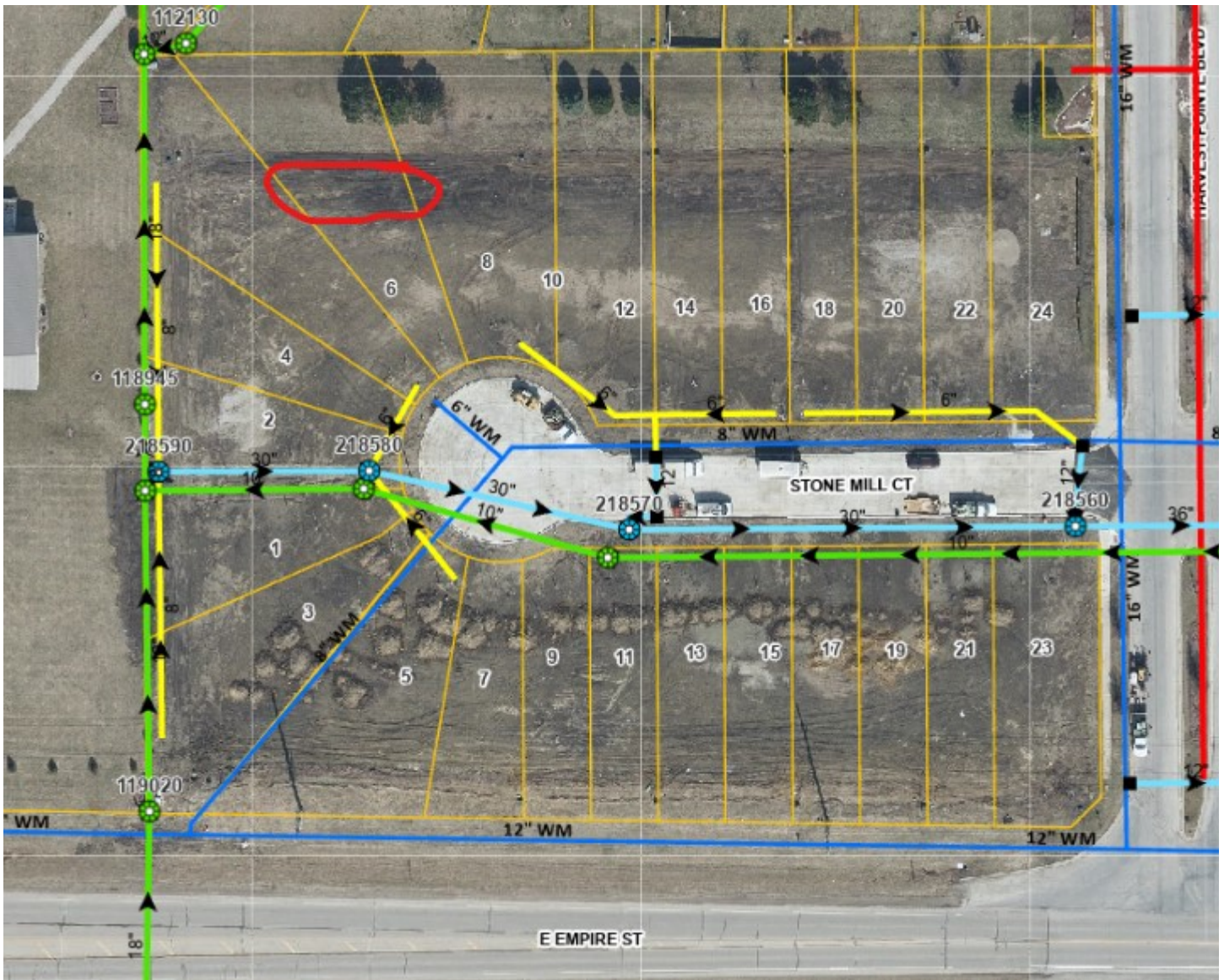
Jim Karch, PE MPA
Engineering Director
Engineering Department
Phone: 309-434-2385
jkarch@cityblm.org
PO Box 3157
Bloomington, IL 61702-3157



From: Steve Law <slaw@cityblm.org>
Sent: Thursday, August 7, 2025 9:33 AM
To: Jim Karch <jkarch@CityBlm.org>
Subject: Easement Dedication and Vacation in Harvest Pointe 2nd

Jim,

Please confirm that you do not object to the easement dedication and vacation as shown on the attached plat and referenced in the aerial below.



Steven J. Law, P.E.
 Senior Civil Engineer
 City of Bloomington
 115 E Washington St
 Bloomington, Illinois 61701
 (309)434-2225, Fax (309)434-2201
slaw@cityblm.org

RE: Easement Vacation

From Gangloff, Adam <adam.r.gangloff@ftr.com>
Date Thu 7/3/2025 12:12 PM
To Troemel, Greg <gtroemel@F-W.com>

Yeah that picture has no sign of a Frontier being in that area? It looks like Frontier is on the north side of that hill closer to the houses off Pump House Ln. With that being said Frontier has not objection to the vacating of the easement.
The proposed work would be "Fiber To The Home" for this subdivision but the date for this to be started is not determined which mean probably not for a few years.



Adam Gangloff
SPCLST, NETWORK ENG
adam.r.gangloff@ftr.com | 309-557-1378 | BLOOMINGTON, IL



From: Troemel, Greg <gtroemel@F-W.com>
Sent: Thursday, July 3, 2025 11:35 AM

Subject: Re: Easement Vacation

Hey Adam,

Hmmm... We didn't see Frontier markings back in March. Fortunately, it does not appear that the lines were exposed or hit during the house excavation earlier in June so it would seem the lines are in the northern portion of the existing easement. What is being requested is to vacate the southern 6' and add it back to the north. Comcast and Cornbelt signed off on this back in March.

Will what is being proposed work for Frontier? Sorry for the confusion on this.

o / 309.663.8435 c / 309.824.3026

FARNSWORTH GROUP

2709 McGraw Dr. / Bloomington, IL 61704

www.f-w.com



Proud to be A Great Place to Work® Certified Company!

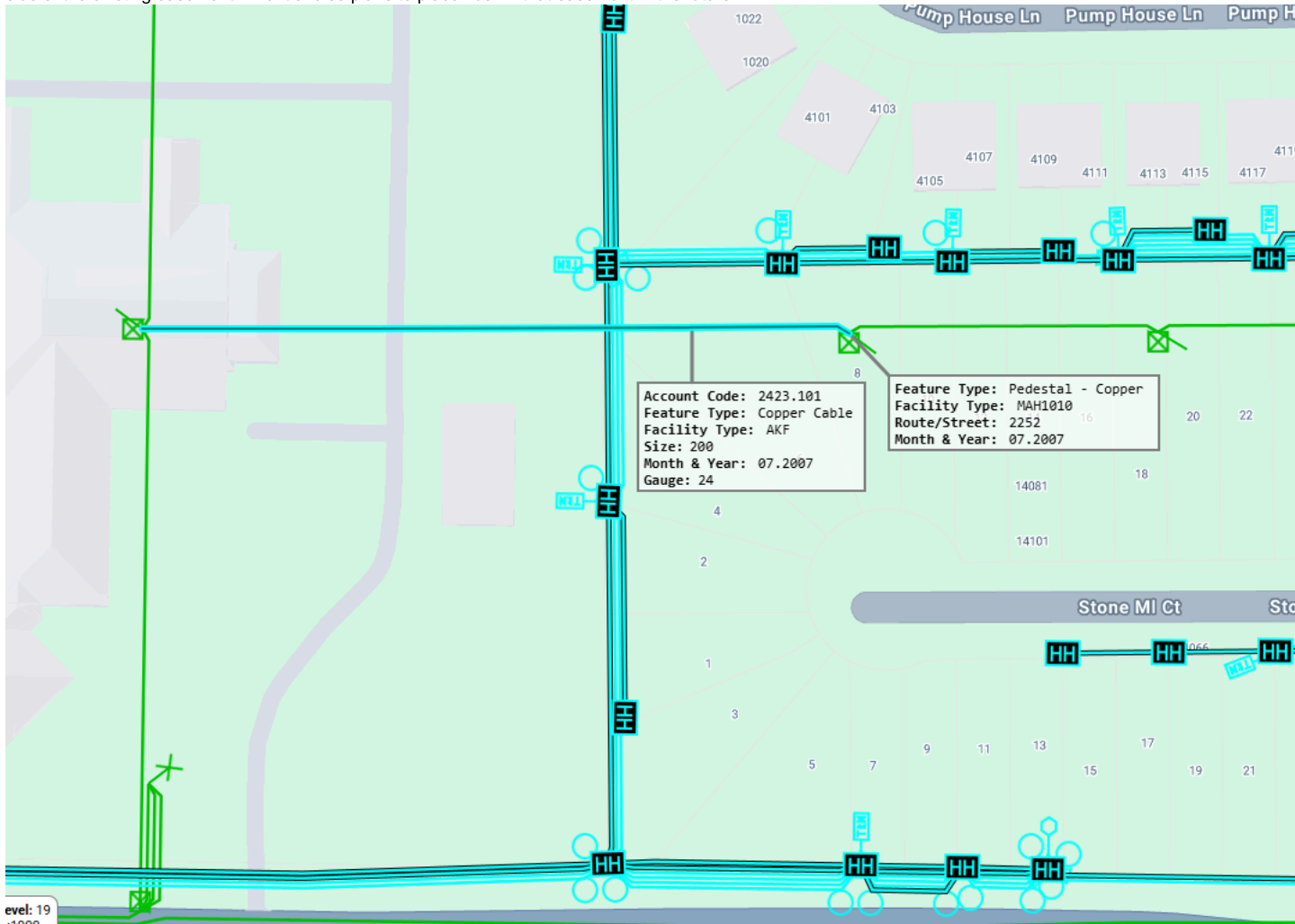
From: Gangloff, Adam <adam.r.gangloff@ftr.com>

Sent: Thursday, July 3, 2025 10:16 AM

To: Troemel, Greg <gtroemel@F-W.com>

Subject: RE: Easement Vacation

Greg – I show that Frontier does have a 200pr copper line that goes through that easement. Are you saying that it has already been determined to be in the north side of the existing easement? Frontier also plans to place fiber in that easement in the future.



Adam Gangloff

SPCLST, NETWORK ENG

adam.r.gangloff@ftr.com | 309-557-1378 | BLOOMINGTON, IL



RE: Easement Vacation

From Jeff Taylor <Jeff.Taylor@metronet.com>

Date Mon 8/11/2025 7:46 AM

To Troemel, Greg <gtroemel@F-W.com>

Metronet is good with vacating/moving this easement.

Thanks,

Jeff Taylor

Metronet | Construction Manager IL

From: Troemel, Greg <gtroemel@F-W.com>

Sent: Friday, August 8, 2025 8:45 AM

To: Jeff Taylor <Jeff.Taylor@metronet.com>

Subject: Re: Easement Vacation

WARNING: This mail is from an external source

WARNING: This mail is from an external source

Hey Jeff,

Hope you are well. Following up on this from a few months ago. The home constructed proceeded on this lot last month and the foundation is in. As we expected, we encountered a Comcast line in the over dig and about 2' from the foundation corner. We did not encounter any other utilities in the over dig area. We know Cornbelt is a few more feet to the north, and suspect any other utilities are north as well. Long story short, the revised easement line will be re-platted keeping the existing utilities within the easement, and then 6.5' will be added to the north and obviously maintain the 15' overall. The attached exhibit should illustrate what we're trying to accomplish.

With this as background, could you give me an acknowledgement that MetroNet is agreeable to with the amended easement plat? We are down to a MetroNet sign off to have this recorded. Thanks!

Greg Troemel / Senior Land Development Manager

o / 309.663.8435 c / 309.824.3026

FARNSWORTH GROUP

2709 McGraw Dr. / Bloomington, IL 61704

www.f-w.com

RE: Easement Vacation

From Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>

Date Thu 7/3/2025 3:01 PM

To Troemel, Greg <gtroemel@F-W.com>

 1 attachment (252 KB)

Resub. Lots 263 - 272 of Harvest Pointe 2nd Add. Easement Dedication Vacation Plat.pdf;

I have reviewed and approve of your Plat of Vacation.

I did not see any language for the new easement. I would like to read it if possible, but either way the vacation is approved.

Please schedule a date and time to either come into our office to have the originals executed or you can overnight to the below address, including a return slip and we will send back appropriately.

Attn: 6th Floor Land Dept,
1844 Ferry Rd., Naperville IL

NOTE: A scheduled appointment is necessary if you want to avoid delays in signature.

Rebecca Luginbill
Land Management
Nicor Gas Company
x2rlugin@southernco.com
PH: 331-231-6030

From: Troemel, Greg <gtroemel@F-W.com>

Sent: Thursday, July 3, 2025 2:31 PM

To: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>

Subject: Re: Easement Vacation

Hi Rebecca,

The address is #8 Stone Mill Court in Bloomington, IL. This was a part of a re-subdivision and I'm not positive the County has caught up with assigning the new PIN's but the one showing is 15-32-355-027.

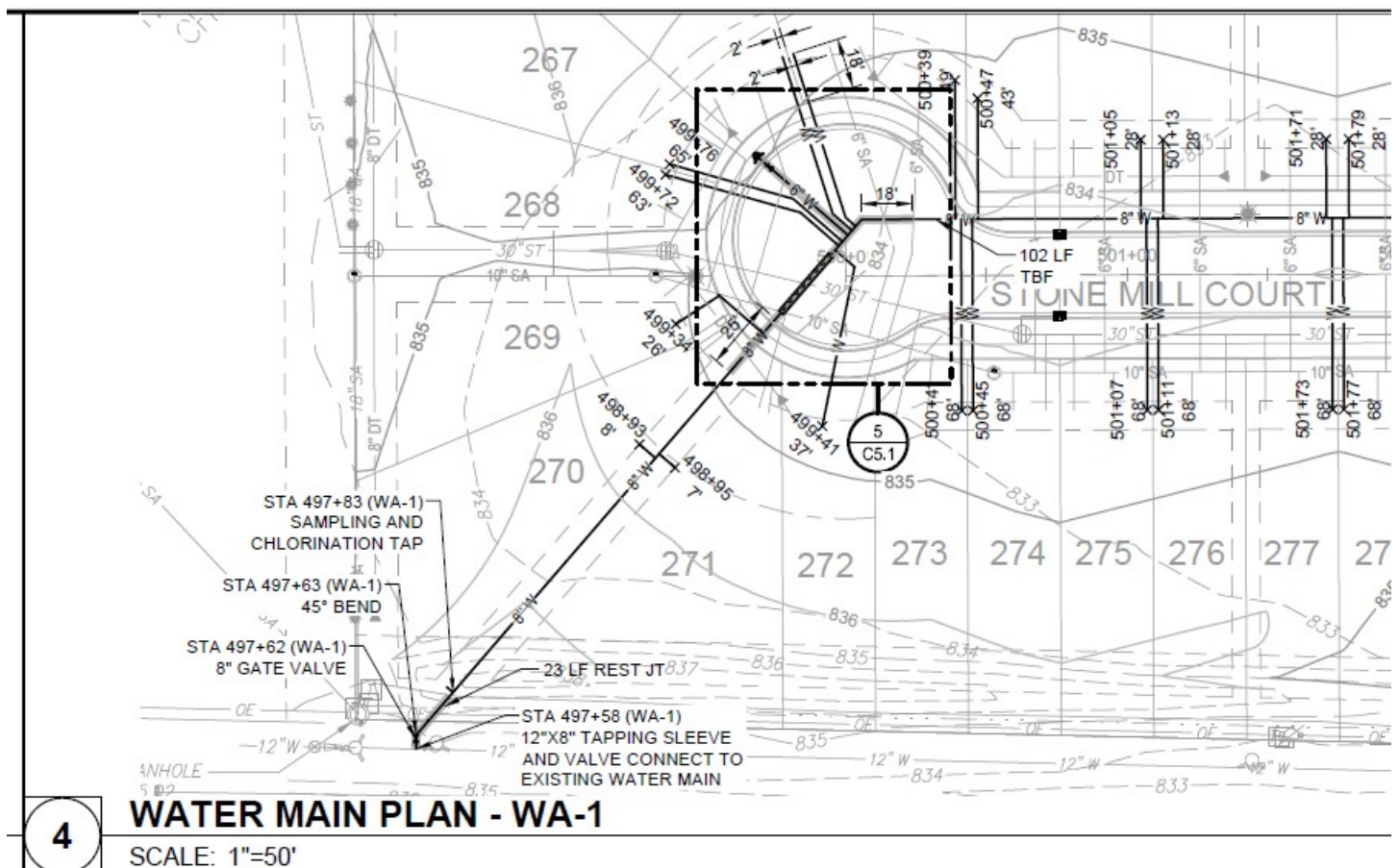
Thanks for the help!

Steve Law

From: Ed Andrews
Sent: Tuesday, August 12, 2025 10:02 AM
To: Steve Law
Cc: Richard Bernard; Matthew Genard; Brett Lueschen
Subject: RE: Easement Dedication and Vacation in Harvest Pointe 2nd

Steve,

Water does not have an objection to the vacation of the reserved easement for Lot 6 (aka Lot 266?) in Harvest Pointe Phase 2. In reviewing the construction plans, I do not see a need in a future phase for either the developer or CoB Water to use this mid-lot easement for WM development.



Thanks,
Ed



Ed Andrews, PE
Water Department Director
Phone: 309-434-2551
Cell: 309-229-7214
Email: eandrews@cityblm.org
603 W. Division St
Bloomington, IL 61701



Consent Agenda Item No. 8.N.

For City Council: August 25, 2025

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Approving the Preliminary Planned Unit Development Plan for Stoneridge Square PUD, for the Property Commonly Known as 2701 Fox Creek Road (PIN: 21-18-153-009), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Great Place - Livable, Sustainable City

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

Background: The Applicant seeks approval of the Preliminary Planned Unit Development Plan (Plat) for Stoneridge Square. An Annexation Agreement and Petition were approved in January of this year (Res. No. 2025-13 and Ord. No. 2025-007). A Special Use Permit to allow Single-Family Attached (Townhomes) Dwellings was approved as part of this Agreement. The approved Concept Plan (Agreement Exhibit B) implements the development as a Planned Unit Development ("PUD"), including private streets, stormwater management, plowing, and refuse collection. The project is proposed for **construction in two (2) phases**; phasing has been designed to ensure that all requirements can be met within the initial phase (access, utility provision, etc.) to reduce the practical impacts of any delays between the completion of the phases. **Off-site improvements for the benefit of the public have mostly been included in Phase 1.**

Variances from § 44-403 of the Zoning Code (R-2 District) were granted via case V-10-24 1) to allow a reduced minimum lot area per dwelling unit, from 3,300 square feet to 2,700 square feet, and 2) to allow a reduced corner-side front yard on the north side of Concept Plan units 50 and 29, and the south side of Concept Plan units 39 and 40, from a 25-foot setback to a 10-foot setback. Also granted were Variances from § 44-1503 (PUDs) to allow a reduction or removal of the maximum floor area, minimum open space, and minimum common recreation space requirements in a PUD. A waiver of any provision of the City Subdivision Code (related to PUDs) was granted for any provision that conflicts with the provisions of the City Zoning Code (Ch. 44) as part of the Annexation Agreement.

Following the approval of a Preliminary PUD Plan (Plat), infrastructure Construction

Plans must be approved, public and private infrastructure must be installed, water and sewer mains are accepted by the City for public ownership (assuming they meet standards), and a Final Plan/Plat is created and finalized.

On August 6, 2025, the **Planning Commission** held a public hearing on the proposed Preliminary Plan. The Commission **voted 9-1 in favor** of adopting findings of fact that the Preliminary PUD Plan conforms with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan and to recommend approval of the request.

Community Groups/Interested Persons Contacted: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on July 16, 2025. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property.

Financial Impact: The proposed development facilitated by the Preliminary PUD Plan (Plat) will add to the City's tax base. Tap-on fees, substandard road fees, and Parkland Dedication fees will help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. The Applicant will be responsible for the construction and cost of infrastructure for development on the subject property.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Stoneridge Square PUD Preliminary Plan
3. Planning Commission Findings of Fact

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT
PLAN FOR STONERIDGE SQUARE PUD, FOR THE PROPERTY COMMONLY KNOWN AS
2701 FOX CREEK ROAD (PIN: 21-18-153-009)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Preliminary Planned Unit Development Plan of the *Stoneridge Square PUD*, for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included a Preliminary Plan prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of the Farnsworth Group, Inc., dated July 28, 2025, and depicted in Exhibit B ("PRELIMINARY PLAN"); and

WHEREAS, the PRELIMINARY PLAN is consistent with the Concept Plan previously approved by City Council ("COUNCIL") as part of an Annexation Agreement for the subject PROPERTY (Res. No. 2025-13); and

WHEREAS, the COUNCIL has previously approved Ord. No. 2025-007 allowing Single-Family Attached (Townhome) Dwellings in the R-2 (Mixed Residence) District for the subject PROPERTY, and Variances have been granted to allow the platting of such (V-10-24); and

WHEREAS, the Planning Commission ("COMMISSION"), after proper notice was given, on August 6, 2025, conducted a public hearing on the request for said PRELIMINARY PLAN; and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed PRELIMINARY PLAN conforms with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan, and voted to recommend that the COUNCIL pass this Ordinance; and

WHEREAS, the COUNCIL has the power to adopt this Ordinance, and to approve said PRELIMINARY PLAN.

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

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

SECTION 2. The COUNCIL hereby adopts the findings of fact of the COMMISSION and the PRELIMINARY PLAN of the of the *Stoneridge Square PUD*, dated July 28, 2025, for the subject PROPERTY, is hereby approved, subject to minor technical corrections and modifications.

SECTION 3. Said PRELIMINARY PLAN shall be effective for seven (7) years from the date of this approval, unless a Final Plat is filed and approved for a portion of the PLAN which shall extend the life of any remaining portion of the valid PLAN for an additional seven (7) years.

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

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

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

STONERIDGE SQUARE PLANNED UNIT DEVELOPMENT (PUD)

A part of Lots 10 and 11 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat recorded in Book 2A of Plats at page 92, McLean County, Illinois more particularly described as follows: Beginning at the Southwest Corner of said lot 11. From said Point of Beginning, thence north 733.95 feet along the West Line of said Lot 11 to the Southwest Corner of Lot 27 in Westwood Subdivision in said Northwest Quarter; thence east 300 feet along the South Lines of Lots 27 and 26 in said Westwood Subdivision which form an angle to the left of $90^{\circ}-02'$ with the last described course to the Southeast Corner of said Lot 26; thence southeast 84.98 feet along the Southwest Line of Lot 25 in said Westwood Subdivision which forms an angle to the left of $134^{\circ}-56'$ with the last described course; thence Northeast 71.25 feet along a line which forms an angle to the left of $230^{\circ}-51'$ with the last described course to the East Line of said Lot 10; thence South 675.58 feet along said East Line which forms an angle to the left of $83^{\circ}-43'-30''$ with the last described course to the Southeast Corner of said Lot 10; thence West 425.35 feet along the South Lines of said Lots 10 and 11 which form an angle to the left of $91^{\circ}-10'$ with the last described course to the Point of Beginning, in McLean County, Illinois, except the south 43.00 feet thereof.

Said Property Contains 6.63 acres, more or less.

Address: 2701 Fox Creek Road
PIN: 21-18-153-009

EXHIBIT B

PRELIMINARY PLAN PLANNED UNIT DEVELOPMENT STONERIDGE SQUARE BLOOMINGTON, ILLINOIS NW 1/4 Sec. 18, T.23 N., R.2 E. McLean County

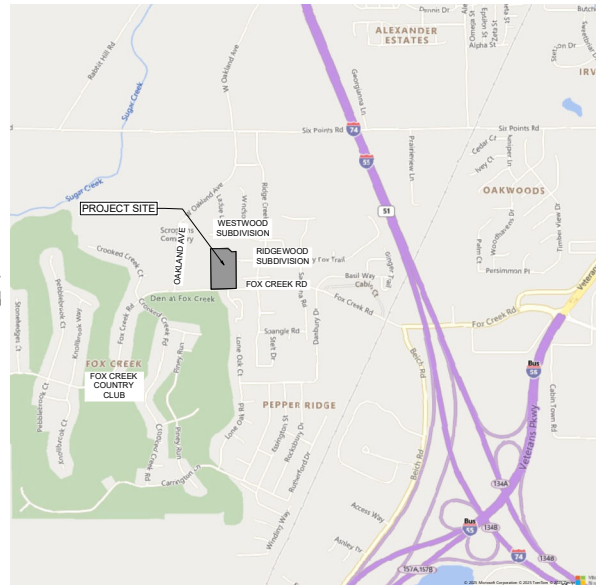
LEGAL DESCRIPTION

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PIN 21-18-153-009



B. A. Bazan
REGISTERED
DATE 07/28/2025
EXPIRATION DATE 11/30/26



LOCATION MAP

SURVEY BENCHMARKS / CONTROL POINTS:

1. BM200: TOP OF FIRE HYDRANT EAST OF ST. IVAN'S CIRCLE, SOUTH OF FOX CREEK ROAD, WEST OF MONICA LANE
ELEV. = 774.71
2. BM201: TOP OF FIRE HYDRANT WEST OF ST. IVAN'S CIRCLE, SOUTH OF FOX CREEK ROAD
ELEV. = 781.97
3. CP202: IRON ROD IN GROUND NORTH OF FOX CREEK ROAD, DIRECTLY SOUTH OF DEVELOPMENT PROPERTY
ELEV. = 775.95

RECOMMENDATION OF PRELIMINARY PLANNED UNIT DEVELOPMENT APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan for the Planned Unit Development of Stoneridge Square shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____

Case #: _____

By: _____

Planning Commission Staff Liaison

NOTICE OF APPROVAL OF PRELIMINARY PLANNED UNIT DEVELOPMENT BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"This Preliminary Plan for the Planned Unit Development of Stoneridge Square shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto, and minor technical corrections."

The City Council of Bloomington, Illinois

Date: _____

By: _____

Mayor

Attest:

City Clerk

INDEX TO SHEETS

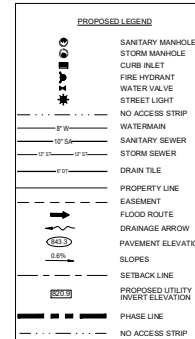
- 1.0 COVER SHEET
- 2.0 PRELIMINARY PLAN
- 2.1 PRELIMINARY PLAN - NORTH
- 2.2 PRELIMINARY PLAN - SOUTH
- 2.3 EAST DRAINAGE

OWNER/DEVELOPER:
ARUTHRA BNIG PROPERTY DEVELOPERS, LLC
1301 SHAUNESSEY DR.
BLOOMINGTON, IL 61704
309-653-8435

ENGINEER:
CHARLES NEIL FINLEN, P.E.
FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704
309-653-8435

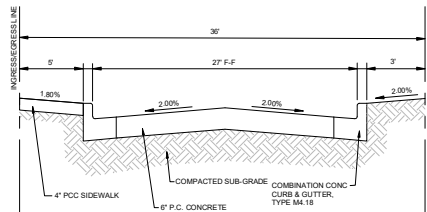
SURVEYOR:
BRENT BAZAN, P.L.S.
FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704
309-653-8435

ATTORNEY:
DAVID G. ARMSTRONG
207 W. JEFFERSON ST. STE. 400
BLOOMINGTON, IL 61701
309-827-0044



GENERAL NOTES

1. TOPOGRAPHICAL SURVEY INFORMATION IS BASED ON FIELD SURVEY PREPARED BY FARNSWORTH GROUP, INC. IN JUNE 2024.
2. DIRECT ACCESS TO TANGLE OAKS COURT WILL NOT BE ALLOWED.
3. STORMWATER DETENTION FACILITIES SHALL BE PROVIDED ON-SITE TO SERVE STONERIDGE SQUARE PLD AND WILL BE PRIVATE.
4. ALL SANITARY SEWER AND WATER MAIN SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON FOR MAINTENANCE AND OWNERSHIP.
5. ALL STORM SEWER SHOWN SHALL BE PRIVATE EXCEPT FOR THE 48" STORM SEWER EXTENSION OFF OF FOX CREEK ROAD AND THE 36" STORM SEWER UNDER THE TANGLE OAKS ROAD PAVEMENT EXTENSION.
6. ACCESSIBILITY RAMP SHALL BE CONSTRUCTED WITHIN THE PUBLIC R.O.W. AT DRIVEWAY ENTRANCE FROM FOX CREEK ROAD.
7. WAIVERS BEING REQUESTED:
A. A WAIVER OF ANY PROVISION OF THE CITY SUBDIVISION CODE (CH. 36) SPECIFICALLY RELATED TO PLANNED UNIT DEVELOPMENTS (PLDs) IN INSTANCES WHERE SUCH PROVISION CONFLICTS WITH THE PROVISIONS OF THE CITY ZONING CODE (CH. 44).
B. VARIANCES THAT HAVE BEEN APPROVED VIA Z-10-24:
A. REDUCTION OR REMOVAL OF MAXIMUM FLOOR AREA, MINIMUM OPEN SPACE, AND MINIMUM COMMON RECREATION SPACE REQUIREMENTS OF § 44-1903.
C. REDUCTION OR REMOVAL OF MINIMUM LOT AREA PER DWELLING UNIT SITE STANDARD OF 3,300 SF FROM TABLE 403B OF § 44-403.
D. REDUCTION OR REMOVAL OF FRONT YARD MINIMUM SETBACK OF 25' FROM TABLE 403B OF § 44-403. THIS IS REQUESTED SPECIFICALLY FOR INTERIOR CORNER LOTS 25, 35, 44, AND 54, WHERE BUILDING SIDE FACING FRONT YARD IS LESS THAN 25'.
9. SPECIAL USE PERMIT APPROVED VIA CASE SP-03-24 TO ALLOW SINGLE-FAMILY ATTACHED DWELLINGS IN THE R-2 (MIXED RESIDENCE) DISTRICT.
10. THIS SUBDIVISION LIES WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR MCLEAN COUNTY, ILLINOIS, COMMUNITY NO. 170690, MAP NO. 171130403E, DATED JULY 16, 2008.
11. THE SITE LIGHTING PLAN FOR THE ENTIRE DEVELOPMENT SHALL BE PROVIDED BY THE ARCHITECT WITH USE OF WALLPACK FIXTURES OR YARD LIGHTS YET TO BE SELECTED.
12. PARKING IS NOT PERMITTED ON ANY STREET OR COMMON DRIVEWAY.
13. THE TOTAL SITE AREA IS 6.63 A.C.A.
14. THIS PRELIMINARY PLAN ADHERES TO THE ANNEXATION AGREEMENT APPROVED BY THE BLOOMINGTON CITY COUNCIL ON JANUARY 13, 2025 FOR PIN 21-18-153-009.
15. CONSTRUCTION SEQUENCING SHALL BE ACCORDING TO THE PHASING SHOWN, WITH THE EXCEPTION OF THE PROPOSED WATER MAIN CONSTRUCTION AND ABANDONMENT WHICH SHALL OCCUR DURING PHASE 1.



TYPICAL INGRESS / EGRESS & UTILITY EASEMENT STREET SECTION



Charles Neil Finlen
REGISTERED
DATE 07/28/25
EXPIRATION DATE 11/30/26



JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS.
CONTRACTORS SHALL CALL THE TOLL-FREE JULIE TELEPHONE NUMBER, 1-800-892-0123, OR VISIT WEBSITE <http://www.illinoisjuli.com> AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.



2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

#	DATE	DESCRIPTION
1	07/18/2025	CITY OF BLOOMINGTON REVIEW COMMENTS
2	07/28/2025	CITY OF BLOOMINGTON REVIEW COMMENTS

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT
ARUTHRA BNIG Property
Developers, LLC

Stoneridge Square
Preliminary Plan

Fox Creek Road, Bloomington,
Illinois 61705

DATE: 05/28/2025

DESIGNED: CME

DRAWN: AEO

REVIEWED: CME

FIELD BOOK NO.: BM1 3427

SHEET TITLE:

PRELIMINARY PLAN -
COVER SHEET

SHEET NUMBER:

C1.0

PROJECT NO.: 02500497.001



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Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:
1	07/18/2025	CITY OF BLOOMINGTON REVIEW COMMENTS
2	07/28/2025	CITY OF BLOOMINGTON REVIEW COMMENTS

PROJECT

Stoneridge Square
Preliminary Plan

DATE: 05/28/2025

DATE: 05/28/2025

DATE: 05/28/2025

DESIGNED: CME

DRAWN: AEO

RECEIVED: _____ ONE

REVIEWED: _____ CME _____

FIELD BOOK NO.: BMI 3427

SHEET TITLE:

PRELIMINARY PLAN -

OVERALL

OVERALL

SHEET NUMBER: _____

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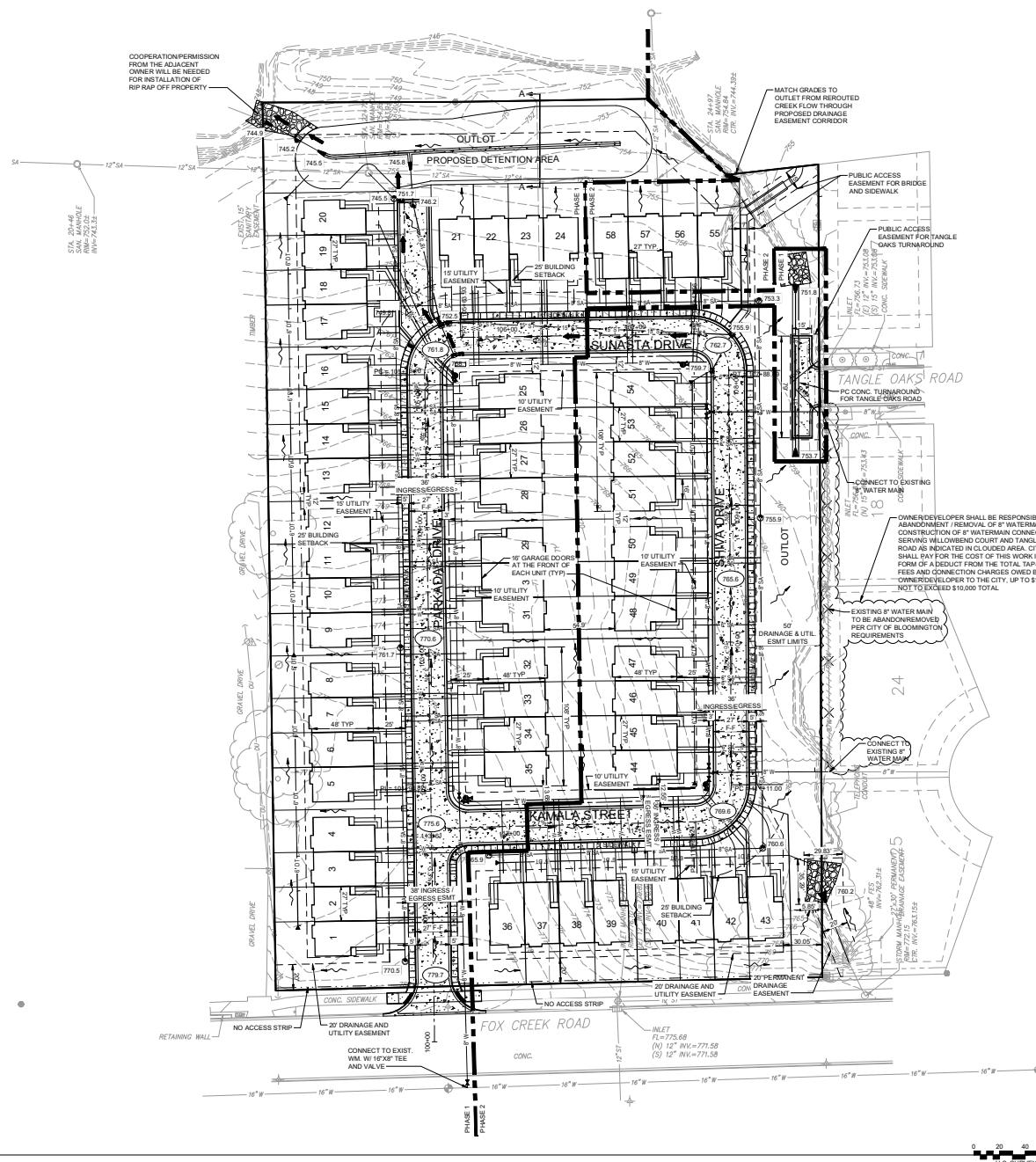
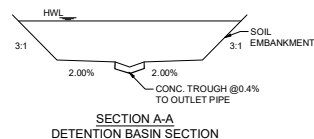
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02.0

PROJECT NO.: 02500497.001

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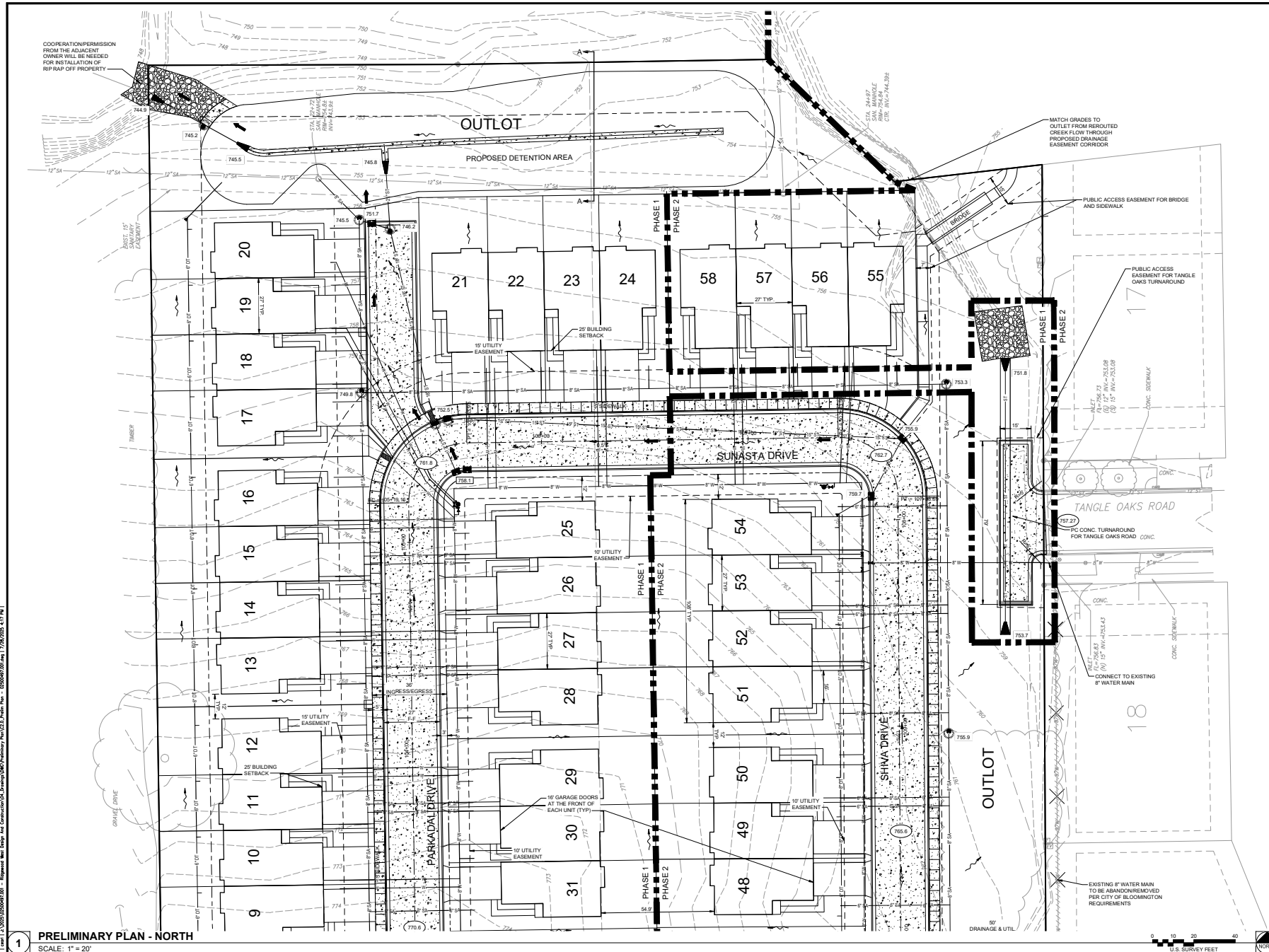
Page 252 of 410



cent | J:\2025\02500497.001 - Rippedwood West Design And Construction\04_Drawings\040\Preliminary Plan\C2.0_Prelim Plan - 02500497.001.dwg | 7/28/2025 4:17 PM |

1 PRELIMINARY PLAN - OVERALL
SCALE: 1" = 40'

PRELIMIN.
SCALE: 1" = 40'



Farnsworth GROUP

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BLOOMINGTON, ILLINOIS 61704
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DATE: 05/28/2025
DESCRIPTION: CITY OF BLOOMINGTON REVIEW COMMENTS

DATE: 07/18/2025
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DATE: 07/28/2025
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Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT: ARUTHRA BNIG Property Developers, LLC

Stoneridge Square
Preliminary Plan

Fox Creek Road, Bloomington, Illinois 61705

DATE: 05/28/2025

DESIGNED: CME

DRAWN: AEO

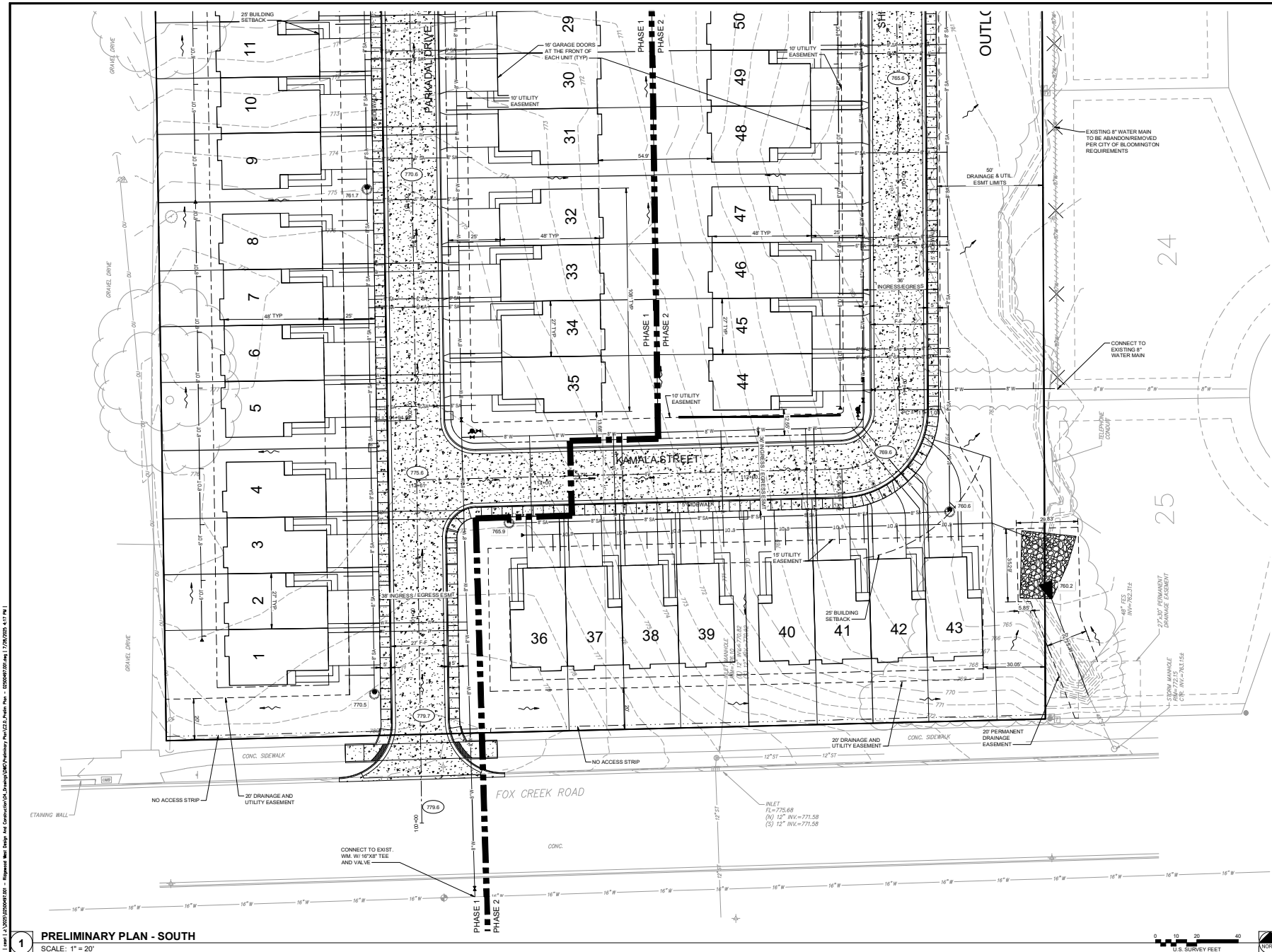
REVIEWED: CME

FIELD BOOK NO.: BM 3427

SHEET TITLE: PRELIMINARY PLAN - NORTH

PROJECT NUMBER: 02500497.001

C2.1



1 PRELIMINARY PLAN - SOUTH
SCALE: 1" = 20'



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DATE:	DESCRIPTION:
07/18/2025	CITY OF BLOOMINGTON REVIEW COMMENTS
07/28/2025	CITY OF BLOOMINGTON REVIEW COMMENTS

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT
ARUTHRA BNIG Property Developers, LLC

Stoneridge Square Preliminary Plan

Fox Creek Road, Bloomington, Illinois 61705

DATE:	05/28/2025
DESIGNED:	CME
DRAWN:	AEO
REVIEWED:	CME
FIELD BOOK NO.:	BM 3427

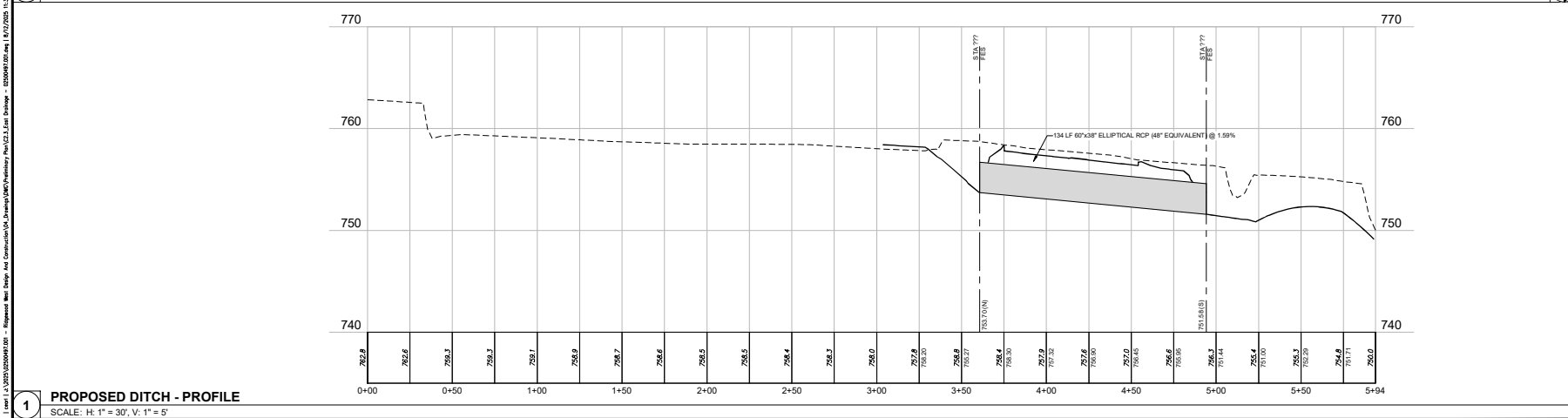
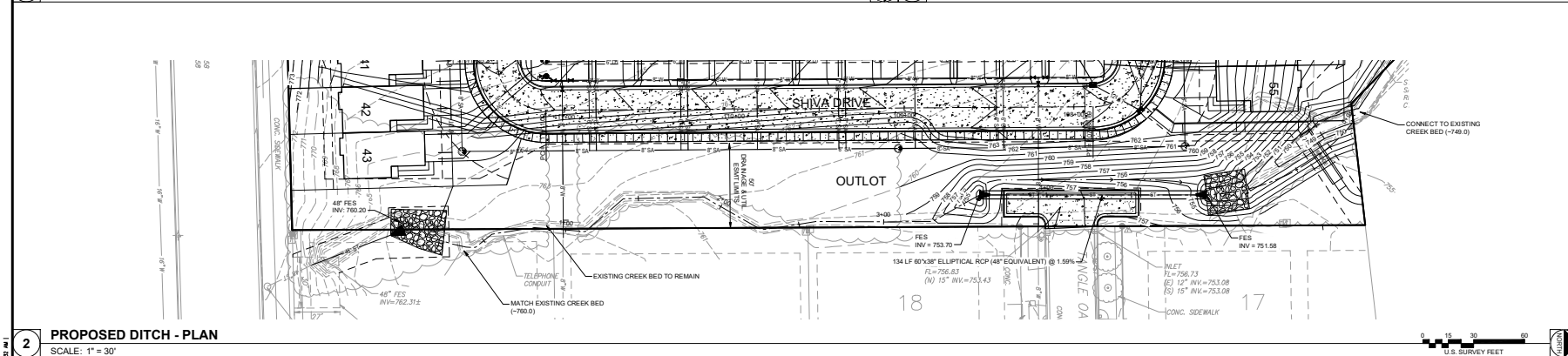
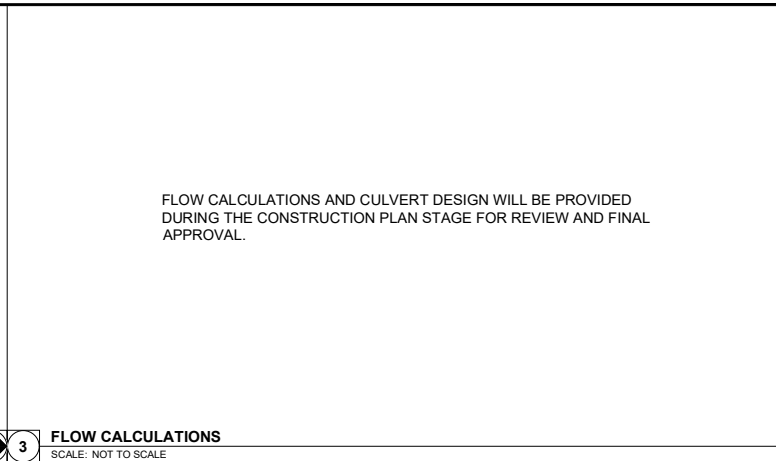
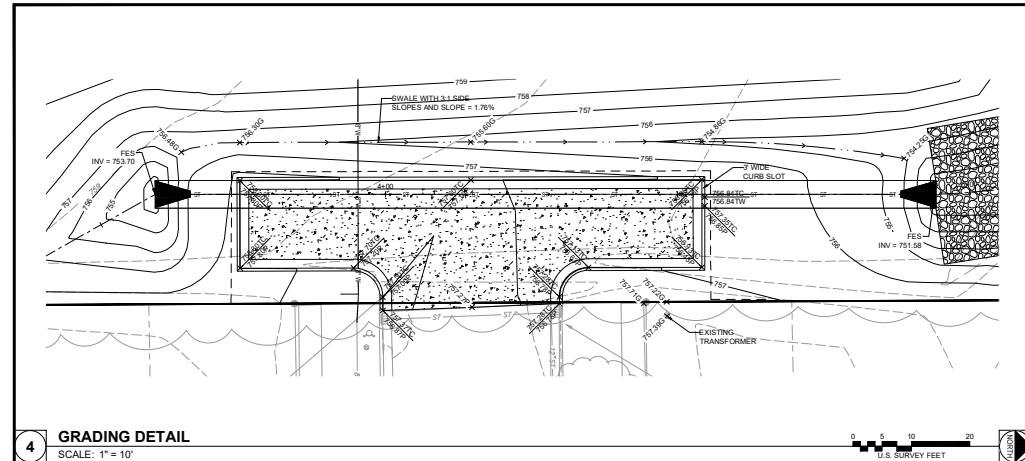
SHEET TITLE

PRELIMINARY PLAN - SOUTH

SHEET NUMBER

C2.2

PROJECT NO.: 02500497.001



Farnsworth GROUP

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www.f-w.com
Engineers | Architects | Surveyors | Scientists

DATE: 07/18/2025
DESCRIPTION: CITY OF BLOOMINGTON REVIEW COMMENTS

DATE: 07/28/2025
DESCRIPTION: CITY OF BLOOMINGTON REVIEW COMMENTS

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT: ARUTHRA BNIG Property Developers, LLC

Stoneridge Square Preliminary Plan

Fox Creek Road, Bloomington, Illinois 61705

DATE: 05/28/2025
DESIGNED: CME
DRAWN: AEO
REVIEWED: CME
FIELD BOOK NO.: BM# 3427

EAST DRAINAGE

C2.3

PROJECT NO.: 02500497.001



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **Aruthra Bnig Property Developers, LLC**, (APPLICANT), in **case PS-01-25**, related to approval of a **Preliminary Planned Unit Development Plan (Plat) for Stoneridge Square**, for the property commonly known as 2701 Fox Creek Road, PIN 21-18-153-009 (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **August 6, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR REVIEW FOR PRELIMINARY PLANS, PER CH. 24 (MANUAL OF PRACTICE)

Subdivision Principles of Planning

A. Adequate vehicular and pedestrian access should be provided to all parcels.

Direct access to a local public road exists for the overall site, and direct access to a private local road has been provided for all lots created by the Plan. A 5-foot sidewalk has been provided along one side of the interior roads, located to create an unbroken pathway around the perimeter of the loop; parcels on the “outside” of the loop have direct access, parcels on the “inside” of the loop need to cross the local road once to access the path.

B. Local street systems should be designed to minimize through-traffic movements.

Through-traffic is not a concern/consideration for this subdivision that is designed as a closed loop, beginning and ending at the curb cut on Fox Creek Road.

C. Street patterns should minimize out-of-the-way vehicular traffic.

The proposed street pattern creates traffic pathways that are as direct as possible, allowing for topography.

D. Local street systems should be logical and comprehensible, and street names should be simple, consistent, understandable and not duplicative.

The local street system of this development consists of a single two-directional loop road, with a small public access spur to provide frontage to three lots that would otherwise not have public frontage. The proposed street names have been given preliminary approval by Engineering; final approval will be given (or changes required) upon Final Platting.

E. Local circulation systems and land development patterns should not detract from the efficiency of arterial and collector streets.

Access for the area of this Plan will be by a single curb cut off Fox Creek Road which should not detract from, or disrupt, the efficiency of the larger network.

F. Elements in the local circulation system should not have to rely on extensive traffic regulation in order to function efficiently and safely.

The intersection with Fox Creek Road can be appropriately managed with a single “Stop” sign, with the side street (into the development) deferring to traffic on Fox Creek Road, just like the access from any neighborhood onto a larger street. Internal streets are structured in a squared loop—with a different name on each side of the loop—but with little opportunity for conflict between vehicles except at driveway entrances. One small northern spur of the main entrance road serves as public access for a few lots that extend beyond the “loop” but the hierarchy of traffic movement is clear. There is plenty of room for queuing behind the entrance onto Fox Creek Road.

G. Traffic generators within residential areas should be considered in the local circulation pattern.

Residential is the only use proposed in the Plan; no alternate traffic generators are present.

H. Planning and construction of local streets should clearly indicate their function.

The local roads in the proposed Plan are private and meet Private Street requirements in the Manual of Practice, with direct driveway access to the dwelling units and a sidewalk to provide for the daily movement of residents.

I. The local street system should be designed for a relatively uniform low volume of street traffic.

At the approved “Private” standard width the proposed local roads have been designed to safely permit two-way traffic without on-street parking, but they are not wide enough to encourage excessive speeds through overdesign. Covenants restricting on-street parking will be included in both the HOA documents and recorded with the Final Plat to codify this restriction.

J. Local streets should be designed to discourage excessive speeds.

Refer to standard “I”.

K. Pedestrian-vehicular conflict points should be minimized.

The limited access and expected speed of the internal road network should minimize conflict between pedestrian and vehicular traffic. Retaining the sidewalk on the outside of the loop road, despite the adjacency to the Outlot on the eastern side (as opposed to jumping the walk across the street) will also reduce the requirement to cross the street to remain on the walk, once there.

L. An optimum amount of space should be devoted to street uses.

A 27-foot street pavement width has been provided to accommodate a private local street (no parking permitted) but to also accommodate the slightly larger passenger vehicle characteristics that have become the norm since the adoption of the Manual of Practice in 2005. A sidewalk at the required 5-foot minimum width has been provided adjacent to the road (no parkway area) and the installation of public utilities will occur in an easement along the front of each lot. This allows the minimum amount of hardened surface without sacrificing the ability to appropriately maintain public utilities.

M. The arrangement of local streets should permit economical and practical patterns, shapes and sizes of development parcels.

A reasonable layout has been provided to meet the needs of the development proposed for the

property. Multiple alternative arrangements were considered that were ultimately found to not be feasible due to the physical restriction of this property and the practical decision to not continue Tangle Oaks Court into this development.

N. Local streets should be related to topography from the standpoint of both economics, drainage and amenities.

The design for the proposed streets, buried utilities, and grading/drainage allows the use of gravity storm and sanitary sewers, without requiring the construction of a lift station. No topography significant enough to disrupt line of sight during travel is present on the portion of the site to be developed for active use.

O. Open space areas should be provided, commensurate with the projected population density of the development.

A Fee in Lieu of Parkland Dedication will be provided to the City, as required by § 24-7 of the City Code. According to the Annexation Agreement, the proportionate fee-in-lieu for any lot shall be paid prior to the issuance of associated building permits, or the transfer of such by developer to a third party, whichever occurs first. The Plan also includes a pedestrian access to Westwood Park, which will be constructed and maintained by the Developer.

P. Major elements of the street system may be used to help define and buffer different land use areas enhancing their identity and cohesiveness.

N/A. This development consists of a single street loop of residential land use, with consistent characteristics.

Q. The street and pedestrian circulation pattern in a new residential subdivision shall be compatible with the Comprehensive Plan of the City of Bloomington.

The proposed street and pedestrian circulation pattern supports the following Comprehensive Plan Goals, Objectives, and Strategies: TAQ-1.1h (Continue implementation of design standards for local street alignment and configuration that sustain neighborhood character, improve safety, and incorporate passive disincentives for diversion from collector and arterial streets), TAQ-1.1l (Incorporate sidewalks and other infrastructure into the classified system), and TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

R. Subdivision layout should optimize the overall length of streets.

Refer to Standard "M".

S. Residential areas should be conveniently accessible from arterial and collector streets.

This development is accessed directly from a Collector Street, and no lot is more than a 700-ft drive from the entry access.

T. Access points to arterial and collector street facilities should be limited in number, given special design consideration, and, whenever possible, located where other features are not competing for driver attention.

No arterial streets are within or adjacent to the Plan area; Fox Creek Road is classified as a 4-lane collector. A no-access strip has been provided at the rear of the property lines where the lots back onto Fox Creek, ensuring that driveways will be constructed with local road access only. A single point of access for the community will be provided to Fox Creek Road.

- U. Driveway entrances should be minimized on arterial streets and, whenever possible, on collector streets in residentially zoned areas.**

The driveways in this subdivision will be accessible only via local roads.

- V. Through-traffic on local residential streets should be avoided where practical.**

Refer to Standard “B”.

- W. Lot layout in residential subdivisions should be designed to reduce the incidence of housing on arterial streets.**

No arterial streets are within or adjacent to the Plan area.

- X. Public utilities, including water, storm sewer, and sanitary sewer facilities, should be existing or proposed by the developer or the City of Bloomington of a size adequate to serve the proposed subdivision and any other future development they may be required to service.**

Public water and sewer mains will be installed throughout the development, connecting to existing public services just outside of the Plan boundary. Engineering will review and approve the final sizing and layout requirements as part of the Construction Plan approval process.

- Y. The general land use principles and planning standards should be applied to the subdivision as contained in the Comprehensive Plan of the City of Bloomington.**

The following principles from the “Future Growth & Land Use Plan” from the City’s 2035 Comprehensive Plan are illustrated in the proposed plan:

- **Excellence in Design:** “...Design should balance competing priorities and meet multiple needs without compromising quality.”
- **Context:** “Respect and respond to an area’s immediate context. Responsive, place-based design helps create distinctive places that are compatible with surroundings...”
- **Choice:** “Offer a range of housing choices with varying sizes, densities, style and age. Housing types, though different, should be designed to relate to each other to create vibrant and cohesive streetscapes.”

- Z. Cul-de-sac streets shall be limited in number to encourage more equal utilization of local streets.**

The proposed Plan does not include the use of cul-de-sac streets.

- AA. More than one entrance to a subdivision shall be required where feasible.**

Topographic challenges combined with the historic dead-end character of Tangle Oaks Road make permanent termination on the eastern side of the drainage way preferable to continuation. Tangle Oaks Court will be permanently ended near its current western terminus, and internal circulation will be created for the new development to prevent short-circuiting of the Fox Creek Road/Ridge Creek Drive intersection, along with maintenance of the dead-end condition that residents on Tangle Oaks have grown accustomed to.

- BB. Interconnection of adjoining residential subdivisions shall be required where feasible.**

Refer to Standard “F”.

Layout and Design Requirements

- A. Subdivisions shall consist solely and exclusively of lots of record, outlots, easements, public right-of-way and public improvements.**

The proposed Plan consists of 58 Lots of Record and two Outlots, including utility and drainage easements, ingress/egress easements, private streets, and private improvements including sidewalks and stormwater management features. PUD circulation may be private.

- B. All proposed lots of record shall front on and have access to a public street or roadway. Flag lots are not permitted in R1 and R2 Zoning Districts.**

Direct access to a local road has been provided for all Lots of Record created by the Plan. As a PUD, lots may front onto a private street.

- C. All proposed lots of record shall meet or exceed the lot size, dimension and area requirements of any applicable zoning regulations of the City of Bloomington and, when applicable, the County of McLean.**

All lots meet the minimum requirements as approved by V-10-24. Corner lots are appropriately oversized, except where Variances were granted.

- D. Outlots may not be used for buildings or parking lots.**

Both Outlots in the proposed Plan are proposed for uses related to stormwater management. A portion of the eastern Outlot will be used to construct a turn-around for Tangle Oaks Road.

- E. Rear, side, and front yard easements shall be dedicated to the City for use by the City and private utility companies (for gas, electricity, Cable TV, water, storm sewer, sanitary sewer, etc.) as provided herein.**

The property reserved for easements is sufficient. Ten- (10-) or 15-foot utility easements run along the front of each property, within which the public utilities will lie. Half of the lots are zero-lot and do not have exterior sides where easements could be provided. A 20-foot drainage and utility easement is located along the public right-of-way. The current level of detail is sufficient to identify the need and approximate location of drainage easements to be added during Final Platting.

- F. Where residential lots are platted abutting an arterial major street, the “back-up” treatment should be used and a “no-access” strip depicted on those lots adjacent to the arterial street.**

All properties front onto a local road; a No-Access Strip has been provided at the rear of the properties where the lots back onto Fox Creek Road.

- G. Boundaries of the subdivision shall be drawn to meet or exceed the required standards.**

The boundaries of the proposed Preliminary PUD Plan include “all contiguous property in common ownership or unified control,” as required per § 24-402B of the City Code. The Plan includes sufficient information on the adjacent properties to place the Plan in the context of other development and infrastructure improvements in the area, and to meet the requirements of the Manual of Practice 1.05A(2)(b)(iv).

- H. In general, lots shall be as nearly rectangular in shape as practicable.**

Lots of Record are rectangular in general. Lots at the corners where the streets meet are as rectangular in shape as practicable but include some curvature adjacent to the street.

STANDARDS FOR REVIEW FOR PLANNED UNIT DEVELOPMENTS (PUDs), PER § 44-1506A

1. **The planned unit development conforms with the general planning policies of the City of Bloomington as set forth in the Comprehensive Plan.**

Refer to Standard “F” under the review of the Subdivision Principles of Planning.

2. **The planned unit development will not be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the district and does not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district. Further, the planned unit development is compatible with the character of the neighborhood and does not alter the essential character of the neighborhood.**

The development of this project as a PUD would not be injurious to other properties or impede the normal and orderly development of other properties. Adjacent properties will not be prevented from reasonable use of their lands, nor will public welfare be placed at risk. The PUD is being sought with the goal of allowing the Single-Family Attached (townhouse) Dwelling Units that *can be built by right* to be subdivided and sold with the underlying property to reduce barriers to owner occupancy, rather than requiring them to be rented or sold as condominiums.

3. **The planned unit development conforms to the provisions of the City’s major street plans, trunk sewer extension plans, water distribution system plans, and storm drainage plans.**

This Plan makes good use of the existing public infrastructure, extends public mains where required, improves public water main conditions by replacing an undesirable length of main with a newly-approved loop, and includes off-site drainage improvements not required for the facilitation of the development itself. Stormwater management, street maintenance, and refuse pickup will all be privately provided which will reduce the City’s obligation for supplying services as compared to a conventional subdivision, and advanced funding and management mechanisms have been created to reduce the potential for default on the HOA’s responsibilities.

4. **The Planned Unit Development does not substantially adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel proposed for development.**

The EcoCAT completed during prior steps of development for this property did not identify any historic properties, known archaeological sites, or high probability of archaeological resources.

5. **The design of the planned unit development incorporates high-quality building, site, and landscaping features, and presents an innovative and creative approach to the development of land and living environments.**

This PUD proposal was first envisioned as part of an Annexation Agreement and is subject to the conditions attached to that executed Agreement. A major drainage way runs along the entire eastern border, approximately 50-feet wide, and the site drops in elevation about 30 feet from south-to-north, and 15 feet west-to-east. The site is restrictive from a development standpoint, as compared to other sites of similar size, and appropriate design and engineering practically necessitate the use of Planned Unit Development or other flexible development approaches. The location adjacent to an existing City park and near an existing City golf course and walking paths makes this property ideal for moderate-density residential uses that can take advantage of the shared open space; a pedestrian bridge linking the PUD to the City Park to the northeast is included in the plan. Off-site improvements that will address existing drainage issues and enhance the long-term visual appeal of the drainage path are included in the plan as well. In

addition, the type of development planned—platted townhomes—are rare in this community and are desirable in the current market. This development that is appropriately intense for the District will result in the beneficial use of existing public water, sewer, and road capacity, as well as an increase in the residential density needed to support public transit and other property-tax-based improvements.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST does conform with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan.

Therefore, this COMMISSION recommends that the REQUEST for Preliminary Planned Unit Development (PUD) Plan described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-1-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Peradotti, Mosley, Boyd, Sochotsky

NAYS: Krieger

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

8/13/2025 | 12:02 PM CDT

Date



Consent Agenda Item No. 8.O.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 5, Parcel Deletions/Additions, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The Bloomington-Normal Enterprise Zone was certified in 2017 through an intergovernmental agreement between the City of Bloomington, Town of Normal, City of Gibson City, McLean County, and Ford County. Periodically, the Zone's boundaries are modified to delete properties no longer eligible or developed, and to add new parcels that could benefit from Enterprise Zone incentives.

This 5th amendment proposes a series of boundary changes across all participating entities. While the Town of Normal and other jurisdictions also have adjustments, this memo highlights those affecting the **City of Bloomington**. Properties added are primarily commercial development sites within Bloomington that could use the Zone's benefits (such as sales tax exemptions on building materials and other incentives) to support reinvestment, redevelopment, and potential new projects. The changes maintain compliance with state acreage limits.

Proposed Deletions in Bloomington

- Approximately **115.65 acres** associated with the Bloomington-Normal Water Reclamation District (BNWRD).
- Parcels generally located near the I-55 corridor and old railroad rights-of-way, which are either fully developed or unable to utilize Enterprise Zone benefits.

Proposed Additions in Bloomington

- Approximately **77.1 acres** of new parcels to be added into the Zone, specifically:

- **East Empire/Eastland Mall area (62.13 acres):**
 - Lot 1 of the Verizon Empire Street Subdivision (minus land conveyed to IDOT). This is to facilitate the Holladay Properties housing development.
 - Eastland Mall parcels (Lots 1–3, related medical/office parcels, and adjacent tracts). This provides added benefit to entities wanting to develop the mall.
 - Northwest Quarter tract adjacent to the Mall.
 - Two connecting strips linking these parcels.
- **1202 Eastport Drive (0.54 acres):** Lot 1 of Eastport Development subdivision.
- **Terra/Hawthorne Commercial Subdivision area (14.43 acres):** Several lots and partial tracts along Towanda Barnes Road, Pamela Drive, Leslie Drive, and Woodbine Road, plus two connecting strips.

Community Groups/Interested Persons Contacted: A public hearing regarding the amendments was held as provided by law on August 11, 2025.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit A
3. Ordinance - Exhibit B

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN
AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE AMENDMENT 5
- PARCEL DELETIONS/ADDITIONS-**

WHEREAS, the City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City, and the County of Ford, entered into an agreement on November 9, 2015, and adopted ordinances and resolutions establishing an Enterprise Zone including incorporated portions of the City of Bloomington, the Town of Normal, and the City of Gibson City and unincorporated portions of the County of McLean and the County of Ford; and

WHEREAS, the Bloomington-Normal Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity effective January 1, 2017; and

WHEREAS, there is a need to modify the boundary of the Bloomington-Normal Enterprise Zone to include the area as described in Exhibits A; and

WHEREAS, the area to be deleted is fully developed or currently unable to utilize Enterprise Zone benefits; and

WHEREAS, the proposed area to be added is directly adjacent or contiguous via defined connecting strips to the existing Bloomington Normal Enterprise Zone boundaries; and

WHEREAS, there is adequate available acreage in the Bloomington-Normal Enterprise Zone to accommodate the additional acreage; and

WHEREAS, a public hearing regarding such amendments was held as provided by law on August 11, 2025; and

WHEREAS, this Ordinance and the related Amendment to the Bloomington-Normal Enterprise Zone Intergovernmental Agreement found in Exhibit B shall be in effect from and after their passage, approval, and recording according to law.

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

SECTION 1. The City of Bloomington hereby approves and concurs with the boundary modifications of the Bloomington-Normal Enterprise Zone to include those areas as described in Exhibits A, also referred to as Amendment 5 to the Zone.

SECTION 2. That the Mayor of the City of Bloomington is authorized to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford (the "Enterprise Zone Intergovernmental Agreement") attached as Exhibit B.

SECTION 3. That this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION 4. That the City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward one original and two certified copies of this Ordinance to the Bloomington Normal Enterprise Zone Administrator for inclusion in the Illinois Department of Commerce and Economic Opportunity's Application to Add/Delete Territory-Option 2 for its approval and to file a certified copy of this Ordinance.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

BLOOMINGTON-NORMAL ENTERPRISE ZONE 2025 PARCEL DELETIONS/ADDITIONS

The following parcels are requested to be deleted and added to the Bloomington-Normal Enterprise Zone as the 5th Amendment 5 to the Zone boundaries since its inception in 2017:

DELETIONS

Bloomington (-115.65)

BNWRD (-115.65)



21-07-226-012

Tract No. 1:

A part of the Northeast 1/4 of section 7, and a part of Lot 16 in the Subdivision of Section 6 as shown in Book 37 of Deeds on page 5 in the McLean County Recorder of Deeds office, all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing at the northeast corner of Lot 16; thence south 01 degrees 51 minutes 00 seconds east, 546.92 feet on the east line of said Lot 16 to the Point of Beginning; thence continuing south 01 degrees 51 minutes 00 seconds east, 760.44 feet on the east line of said Lot 16 to the north right of way line of the former G. M. & O railroad; thence south 61 degrees 00 minutes 31 seconds west, 1240.91 feet on the north right of way line of said former G. M. & O. Railroad to the east right of way line of FAI Route 55, Section 57-6; thence north 10 degrees 27 minutes 52 seconds east, 2101.51 feet on the east right of way line of said FAI Route 55, Section 57-6, to the south right of way line of the P. & E. Railroad as shown in plat book 6 on page 37 and recorded in book 78 of deeds on page 287 in the McLean County Recorder of Deeds office; thence north 88 degrees 33 minutes 14 seconds east 319.50 feet on the south right of way line of said P. & E. Railroad; thence south 01 degrees 51 minutes 00 seconds east, 722.00 feet parallel with the east line of said lot 16; thence north 88 degrees 33 minutes 14 seconds east, 336.57 feet parallel with the south right of way line of said P. & E. Railroad to the Point of Beginning, in McLean County, Illinois.

Tract 2:

Lots 1, 2 and 3 in the Subdivision of the East Half of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, except Beginning at the Northeast Corner of said Half Section, thence due west 539.0 feet, thence south 26°-30' east 681 feet to center of Public Road, thence north 62°-30' east along center of said road 240 feet to the east line of said section, thence north along the east line of said section 501 feet to the Point of Beginning.

Tract 3:

All that portion of the Southwest Quarter of the Southeast Quarter of said Section 6, lying south of the right of way of the Chicago, Jacksonville and St. Louis Railroad, all in Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 4:

That part of Lots 14 and 15 in Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, lying south of the Right-of-Way of the Jacksonville branch of the Chicago and Alton Railroad, except: A part of lot 14 in Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, lying south of the Right-of-Way of the Jacksonville Branch of the Chicago and Alton Railroad, more particularly described as follows: Beginning at the Southeast Corner of said Lot 14. From said Point of Beginning, thence west 319.85 feet along the South Line of said Lot 14; thence northwest 497.67 feet along a line which forms an angle to the left of 107°-37'-17" with the last described course to a Point of Curvature; thence northwest 209.33 feet along the arc of a curve concave to the east with a radius of 618.00 feet and the 208.34 foot chord of said arc forms an angle to the left of 170°-17'-46" with the last described course to a Point of Tangency; thence north 199.04 feet along a line

which forms an angle to the left of $170^{\circ}-17'-46''$ with the last described chord to the Southeasterly Right-of-Way Line of said Jacksonville Branch of the Chicago and Alton Railroad; thence northeast 492.40 feet along said South Right-of-Way Line which forms an angle to the left of $118^{\circ}-47'-07''$ with the last described course to the North Line of said Lot 14, said North Line also the South Line of Olive Street; thence east 28.25 feet along said North Line which forms an angle to the left of $148^{\circ}-37'-33''$ with the last described course to the Northwest Corner of Lot 25 in Block 2 in Sunnyside Subdivision in the City of Bloomington, McLean County, Illinois, said northwest corner also being the East Line of said Lot 14; thence south 1101.30 feet along said east line and along the West Line of said Sunnyside Subdivision to the Point of Beginning.

Tract 5:

All of that part of the Northwest Quarter of the Northeast Quarter of Section 7, lying south of the Right-of-Way of the Chicago, Jacksonville, and St. Louis Railroad; Except from the above all that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings, by Warranty Deed recorded April 25, 1962 as Document No. 24226, in McLean County, Illinois.

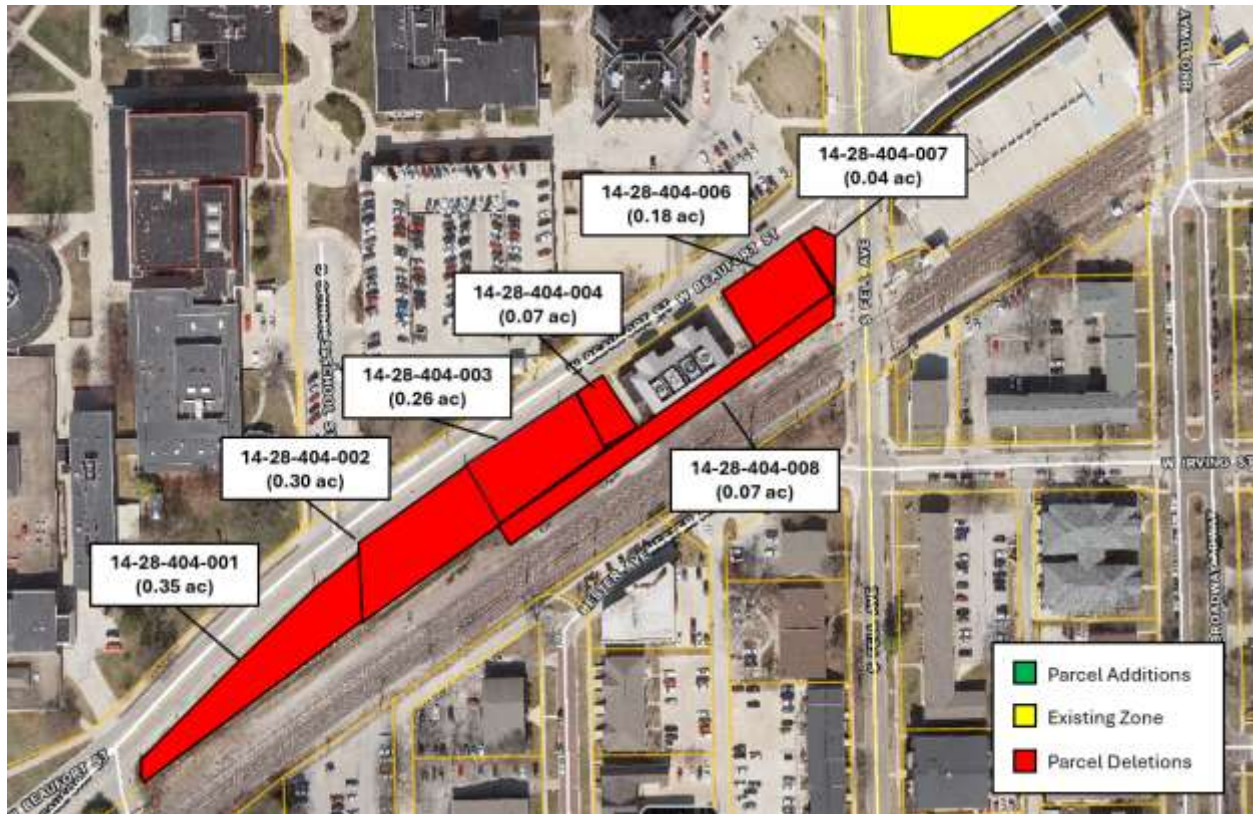
Tract 6:

The Southwest Quarter of the Northeast Quarter of Section 7, lying north of the county road and known as Lot 8 of said Southwest Quarter of the Northeast Quarter of said Section 7, all in Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois,

Except that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings by Warranty Deed recorded April 26, 1962 as Document No. 24226.

Normal (-95.95)

ISU Campus (-1.46)



14-28-404-001

Lot 51 in Normal Town Survey of 1898 of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book 6 of Plats, page 23, lying South of West Beaufort Street, North of the North right of way line of the Union Pacific Railroad and West of Lot 36 of the Subdivision of part of Block 3 in the 5th Addition to Normal, McLean County, Illinois.

PIN: 14-28-404-001

14-28-404-002

Lots 36, 37, 38, 39, 40, 41, 42, and the West 18 ½ feet of Lot 43 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof, recorded February 12, 1869 in Book 1 of plats, page 69;

And,

All that part of the vacated alley lying between Lots 39 and 40 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof, recorded February 12, 1869 in Book 1 of Plats, page 69.

PIN 14-28-404-002

14-28-404-003

Tract No. 1:

Lot 43, except the West 18-1/2 feet thereof, all of the Lots 44, 45, 46, 47, 48 and 49 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

Tract No. 2:

All that part of the vacated alley lying between Lots 43 and W in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

Tract No. 3:

All that part of the vacated alley lying between Lots 47 and 48 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN: 14-28-404-003

14-28-404-004

Lots 50 and 51 in the Subdivision of part of Block 3 in Fifth Addition to the Town of Normal. according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN: 14-28-404-004

14-28-404-006

18.1 feet of even width off the entire East side of Lot 59, together with 10 feet of vacated alley between Lots 59 and 60, an all of Lots 60, 61 and 62 and all of Lot 63, EXCEPT 5 feet off the entire East side of Lot 63, all lying in Worden's Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the Plat recorded in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN 14-28-404-006

14-28-404-007

Lot 64 and the east 5 feet of Lot 63 in Worden's Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded in Book 1 of Plats, page 69, in McLean County, Illinois,

Less and except the following strip of land: Beginning at the northeast corner of Lot 64. From said Point of Beginning, thence southwest 24.16 feet along the north line of said Lot 64; thence southeast 23.13 feet along a line which forms an angle to the right of 61°15'00" with the last described course to a point on the east line of said Lot 64; thence north 24.11 feet along said east line which forms an angle to the right of 61°29'53" with the last described course the Point of Beginning.

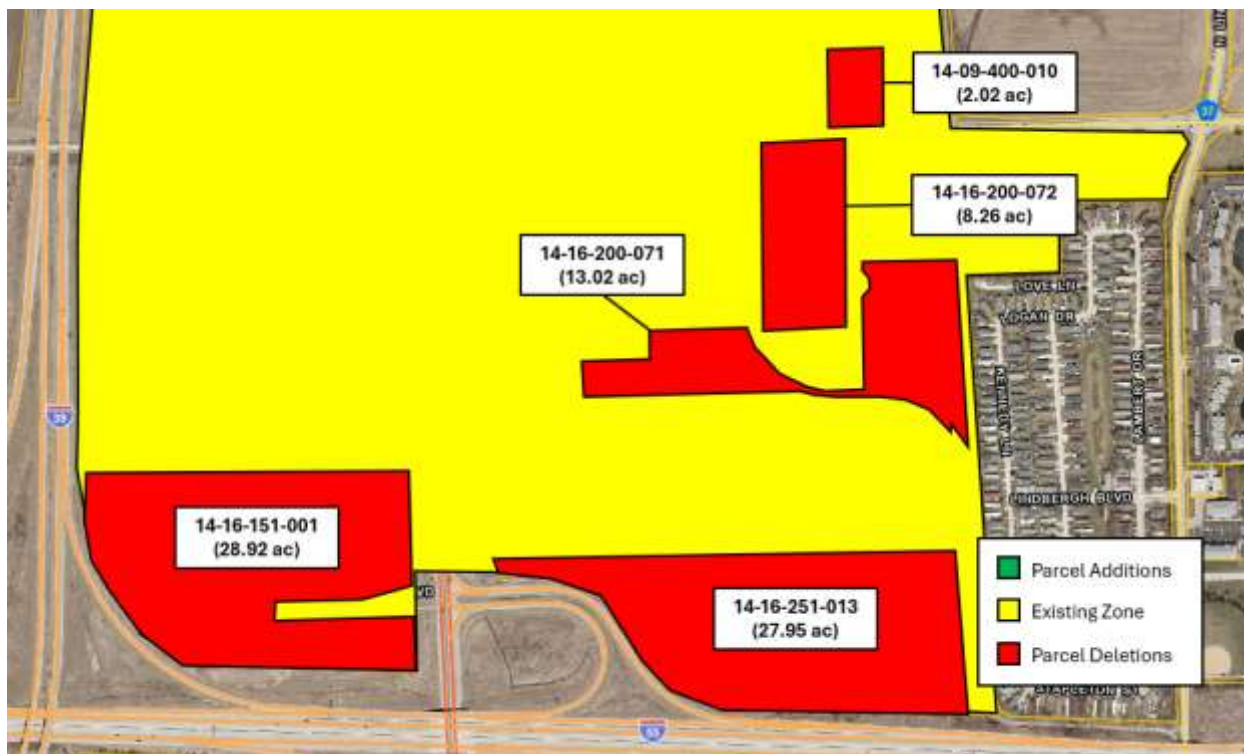
PIN: 14-28-404-007

14-28-404-008

A parcel of land located in the North Half of the Southeast Quarter of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian at Normal, McLean County, Illinois, said parcel of land being more particularly described as follows: From the Southwest corner of Lot 36 in the Resubdivision of Block 2 of the Fifth Addition to the Town of Normal, said point being on the Northwest line of the former Chicago and Mississippi Railroad Company's now Illinois Central Gulf Railroad Company's original 100 foot wide right of way, run Northeasterly along the Southeast line of said Block 2, being along the Northwest Line of said original 100 foot wide right of way, 195.80 feet to the Point of Beginning for the description of the premises to be herein conveyed; thence Southeasterly at a right angle to the last described course, 25 feet to a line that lies parallel with and 25 feet normally distant Northwesterly from the centerline of the Illinois Central Gulf Railroad's Normal District southbound main track; thence Northeasterly along said parallel line, 463.36 feet to the West right of way line of Fell Avenue; thence North along said West right of way line, said West line forming an angle of 57 degrees 20 minutes to the left with an extension of the last described course, 29.70 feet to the aforesaid Northwest line of said original 100 foot wide right of way; thence Southwesterly along said a northwest right of way line, being along a line forming an angle of 122 degrees 40 minutes to the left with an extension of said West Line of Fell Street, 479.39 feet to said Point of Beginning, all as shown on plat of survey dated July 1979, said plat having been prepared by David A. Schmelig, Illinois Registered Land Surveyor No 35-2321.

PIN: 14-28-404-008

Warehouse Rd (-80.17)



14-09-400-010

The West 250 feet of the south 350 feet of the following-described property: A part of the South Half of the South Half of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as: Beginning at a point on the West right-of-way line of the Illinois Central Railroad, which point is 40 feet North of the South line of said Section 9 and which point is also on the North right-of-way line of Northtown Road. From said Point of Beginning, thence West 458.37 feet along said North right-of-way line (said North right-of-way line being 40 feet North of and parallel with the South line of said Section 9), thence North 773.2 feet to a point which is 525 feet South of the North line of the South Half of said South Half and which point is also 426.6 feet West of the West right-of-way line of the Illinois Central Railroad, thence East 426.6 feet to a point on the West right-of-way line of the Illinois Central Railroad, said point being 528 feet South of the North line of the South Half of said South Half (as measured along said West right-of-way line), thence South 771.12 feet along said West right-of-way line to the Point of Beginning.

PIN: 14-09-400-010

14-16-151-001

Lot 1 in Travel Center Subdivision according to the plat recorded December 23, 2021 as Document No. 2021-30211 in the Town of Normal, McLean County, Illinois,

PIN: 14-16-151-001

14-16-200-071

Tract No. 1:

Lot 12 in the Sixth Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded December 20, 1977 as Document No. 77-19828, in Mclean County, Illinois,

Also, the west 75 feet of that part of the Illinois Central Gulf Railroad right of way lying east of and adjacent to Lot 12 in the Sixth Addition to Northtown Subdivision to the Town of Normal, according to the plat thereof recorded December 12, 1977 as Document No. 77-19828, being a part of Lot 26 in the County Clerk's Subdivision of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Tract No. 2:

Lot 13 in the Seventh Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded June 20, 1978 as Document No. 78-9165, in McLean County, Illinois,

Also, a part of the Northeast 1/4 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois, being the west 75 feet of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad) bounded on the north by the easterly extension of the north line of Lot 13 in the Sixth Addition to Northtown Subdivision, Normal, Illinois, and bounded on the south by the easterly extension of the northerly right of way line of a railroad spur constituting a part of Lot 21 in Northtown Subdivision, Fourteenth Addition.

Tract No. 3:

A part of Lot 21 in the Fourteenth Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded January 9, 1989 as Document No. 89-394, described as follows: Beginning at the northwest corner of Lot 14 in the Eighth Addition to Northtown Subdivision, Normal, Illinois; thence south 00 degrees 09 minutes west, 901 feet along the east line of said Lot 14; thence north 90 degrees 00 minutes west 86.5 feet to a point on curve, said point being the Point of Beginning; thence southeasterly, along a curve to the left, concave to the northeast, with an initial tangent bearing south 16 degrees 40 minutes east and a radius of 427.13 feet, a distance of 546.53 feet to a point of tangency; thence south 90 degrees 00 minutes east 141.92 feet to the southeast corner of Outlot 15 in said Eighth Addition to Northtown Subdivision; thence south 00 degrees 00 minutes east 10.00 feet to the southwest corner of Lot 13 in the Seventh Addition to Northtown Subdivision; thence north 90 degrees 00 minutes east 72.52 feet to a point of curvature; thence southeasterly along a curve to the right, concave to the southwest, with a radius of 446.68 feet, a distance of 386.99 feet to the southeast corner of said Lot 13, said corner being on the westerly right of way line of the Illinois Central Gulf Railroad; thence west 02 degrees 25 minutes east 52.35 feet, along said westerly right of line, to a point on curve; thence northwesterly along a curve to the left, concave to the southwest, with an initial tangent bearing north 06 degrees 46 minutes west, and a radius of 416.68 feet, a distance of 402.45 feet to a point on curve; thence north 00 degrees 00 minutes east 10.00 feet; thence north 90 degrees 00 minutes west 214.44 feet to a point of curvature; thence northwesterly, along a curve to the right, concave to the northeast with a radius of 457.13 feet, a distance of 593.99 feet, thence east to the Point of Beginning, in Mclean County, Illinois.

Tract No. 4:

Lot 22 in the Fifteenth Addition to Northtown Subdivision according to the plat recorded December 10, 1993 as Document No. 98-38091 in the Town of Normal, Mclean County, Illinois.

14-16-200-072

A part of Lot 14 in the Eighth Addition to Northtown Subdivision, Normal, Illinois, according to the plat thereof recorded August 21, 1979 as Document no. 1979-10771, in Mclean County, Illinois, Recorder of Deeds Office, in the west 1/2 of the northeast 1/4 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of said Lot 14; thence south 90 degrees 00 minutes 00 seconds west 81.92 feet on the south line of said

Lot 14; thence northwesterly 546.53 feet along the southerly line of said Lot 14 on a non-tangential curve concave to the northeast having a central angle of 73 degrees 18 minutes 42 seconds, a radius of 427.13 feet and a chord of 510.00 feet bearing north 53 degrees 21 minutes 57 seconds west from the last described course to a point on the westerly line of said Lot 14, said point lying on the south line of parcel 21-8, according to the plat thereof recorded as document no. 2014-10908 in said recorder of deeds office; thence north 90 degrees 00 minutes 00 seconds east 86.57 feet on said south line to the west line of said Lot 14; thence south 89 degrees 59 minutes 01 second east 304.60 feet to the easterly line of said Lot 14, said point also being the northwest corner of Lot 4 in Second Addition to Northtown Subdivision, according to the plat thereof recorded as document no. 75-8082 in said Recorder of Deeds Office; thence south 00 degrees 00 minutes 00 seconds west 100.00 feet on the easterly line of said lot 14 to the southwest corner of said Lot 4; thence north 90 degrees 00 minutes 00 seconds east 100.00 feet to the southeast corner of said Lot 4 on the east line of said Lot 14; thence south 00 degrees 00 minutes 00 seconds west 204.23 feet on the east line of said Lot 14 to the Point of Beginning,

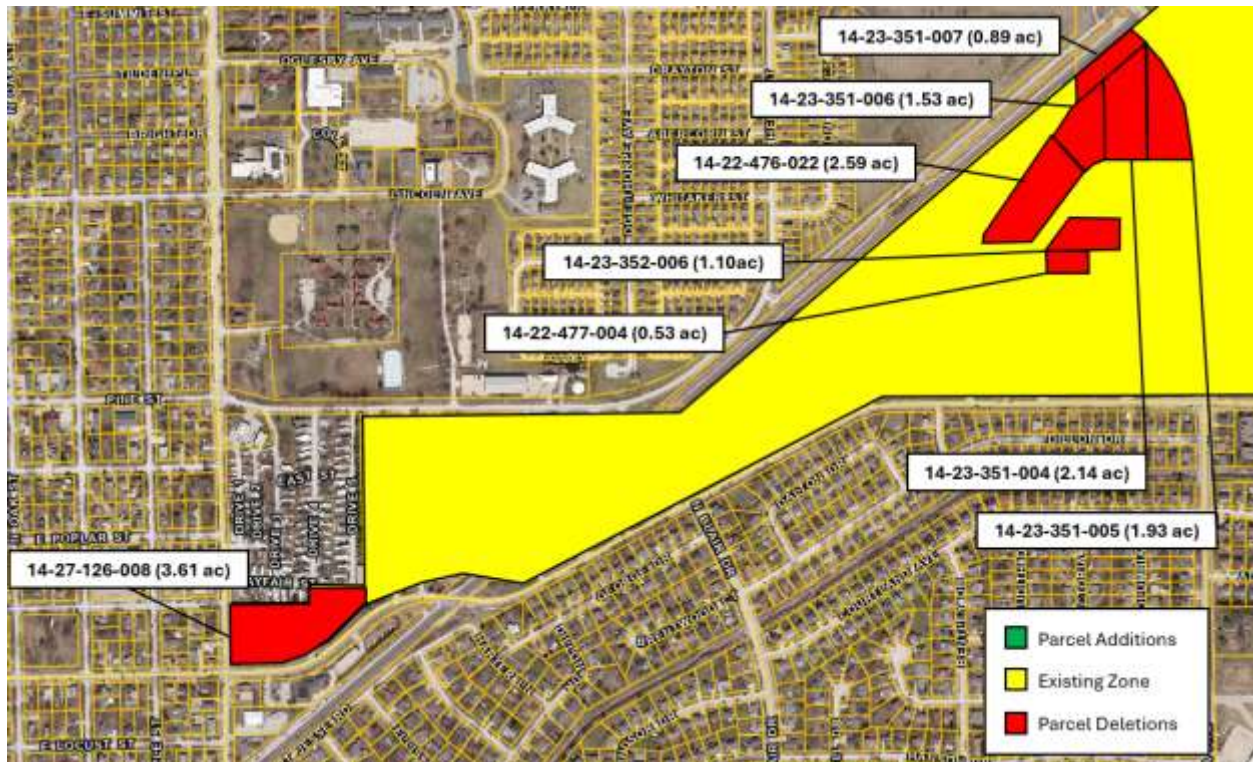
PIN: 14-16-200-026

14-16-251-013

Lot 1 in Unit 5 Vehicle Maintenance Facility Subdivision in the Town of Normal, McLean County, Illinois according to the plat recorded April 28, 2000, as Document No. 2000-10262 in the McLean County Recorder's Office.

PIN 14-16-251-013

Sudds (-14.32)



14-22-476-022

Lots 15, 16, 17 and 18 in the Sixth Addition to Sud's Business Park Subdivision, in the Town of Normal, according to the Plat thereof recorded October 12, 1993 as Document No. 93-30517, in McLean County, Illinois, EXCEPT the following tract:

A part of Lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the Northernmost corner of said Lot 18. Front said Point of Beginning, thence Southeasterly 255.40 feet along the Northeasterly line of said Lot 18 to the Easternmost corner thereof; thence Southwesterly

24.12 feet along the Southeasterly line of said Lot 18, said Southeasterly line being the arc of a curve concave to the Southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the Left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence Northeasterly 221.51 feet along a line which forms an angle to the Left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the Northwesternly line of said Lot 18 lying 100.00 feet Southwesterly from the Point of Beginning; thence Northeasterly 100.00 feet along said Northeasterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

PIN 14-22-476-022

14-23-351-004

Lot 20 in the Sixth Addition to Sud's Business Park Subdivision, in the Town of Normal, according to the Plat thereof recorded October 12, 1993 as Document No. 93-30517, in McLean County, Illinois.

PIN 14-23-351-004

14-23-351-005

Lot 21 in the Sixth Addition to Sud's Business Park in the Town of Normal, McLean County, Illinois.

PIN: 14-23-351-005

14-23-351-006

Tract 1:

Lot 19 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois.

Tract 2:

A part of lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois, described as follows: Beginning at the northernmost corner of said Lot 18. From said point of beginning, thence southeasterly 255.40 feet along the northeasterly line of said Lot 18 to the easternmost corner thereof; thence southwesterly 24.12 feet along the southeasterly line of said Lot 18, said southeasterly line being the arc of a curve concave to the southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence northwesterly 221.51 feet along a line which forms an angle to the left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the northwesterly line of said lot 18 lying 100.00 feet southwesterly from the Point of Beginning; thence northeasterly 100.00 feet along said northwesterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in Mclean County, Illinois.

PIN: 14-23-351-006

14-23-351-007

A part of the Southern Pacific Railroad right of way in the Southeast 1/4 of Section 22 and in the Southwest 1/4 of Section 23, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 100 feet of even width more particularly described as follows: Beginning at the point of intersection of the Southeast right of way line of the Southern Pacific Railroad with the East line of the Southeast 1/4 of Section 22, said point also being on the Northerly line of Lot 19 in Sixth Addition to Sud's Business Park; thence North 39 degrees 36 minutes 57 seconds West, 100.00 feet; thence North 50 degrees 23 minutes 03 seconds East, 438.36 feet parallel with said Southeast railroad right of way line; thence South 39 degrees 36 minutes 57 seconds East, 100.00 feet to the Northeast corner of Lot 20 in Sixth Addition to Sud's Business Park on said Southeast railroad right of way line; thence South 50 degrees 23 minutes 03 seconds West, 438.36 feet on said railroad right of way line and North line of Lot 20 and Lot 19 in said Sixth Addition to Sud's Business Park to the point of beginning, in McLean County, Illinois.

PIN 14-23-351-007

14-23-352-006

Tract 1:

Lot 19 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois.

Tract 2:

A part of lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois, described as follows: Beginning at the northernmost corner of said Lot 18. From said point of beginning, thence southeasterly 255.40 feet along the northeasterly line of said Lot 18 to the easternmost corner thereof; thence southwesterly 24.12 feet along the southeasterly line of said Lot 18, said southeasterly line being the arc of a curve concave to the southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence northwesterly 221.51 feet along a line which forms an angle to the left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the northwesterly line of said lot 18 lying 100.00 feet southwesterly from the Point of Beginning; thence northeasterly 100.00 feet along said northwesterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in Mclean County, Illinois.

PIN: 14-23-351-006

14-22-477-004

Lot 12 in the Fourth Addition to Sud's Business Park in the Town of Normal according to the Plat thereof recorded October 21, 1992 as Document No. 92-30113 in McLean County, Illinois.

PIN: 14-22-477-006

14-27-126-008

Lots 1 in Skatium Subdivision in the Town of Normal, according to the plat thereof recorded October 22, 1982 as Document No. 82-9787 in McLean County, Illinois.

PIN: 14-27-126-008

ADDITIONS

Bloomington (77.1)

E Empire (62.13)



14-34-480-030

Description of Property

Lot 1 in Verizon Empire Street Subdivision, according to plat recorded August 28, 2007 as Document No. 2007-24008, in McLean County, Illinois,

Except that portion of Lot 1 conveyed to the People of the State of Illinois, Department of Transportation described in Warranty Deed recorded January 21, 2025 as Document No. 2025-635 in the McLean County Recorder's Office, McLean County, Illinois.

PIN 14-34-480-030

21-02-126-013

Description of Property

Tract 1:

Lots 1, 2 and 3 in the Eastland Mall Subdivision in Bloomington, Illinois, according to the plat thereof recorded January 7, 1999 as Document Number 99-490 and as amended by Document Number 2000-24331 recorded September 29, 2000, in McLean County, Illinois.

Tract 2:

A part of Lots 10 in Second Addition Medical Hills Subdivision, situated in the City of Bloomington, in the County of McLean, and State of Illinois, more particularly bounded and described as follows: Commencing at the Southeast Corner of Lot 1 Medical Hills Subdivision thence south 89°-48' east 154.5 feet along the North Line of Eastland Drive in the City of Bloomington to the Southwest Corner of Lot 14 in the Fourth Addition to Medical Hills Subdivision in the City of Bloomington, thence north 01°-09' west along the West Line of said Lot 14, said line being parallel with the East Line of Fairway Drive, 282 feet to the Northwest Corner of said Lot 14 being a point on the North Line of said Lot 10; thence north 89°-48' minutes west along said North line, 154.5 feet to the Northeast Corner of said Lot 1; thence south 01°-09' east along the East line of said Lot 1, 282 feet to the Southeast Corner of said Lot 1; together with a strip of land contiguous to the West property line of the above described property legally described as the East 67 feet of Lot 1, Medical Hill Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded April 15, 1971 as Document Number 71-2767, in McLean County, Illinois.

Tract 3:

A part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of the Northwest Quarter of said Northwest Quarter; thence north 01°-32' west 525.04 feet along the East Line of the Northwest Quarter of said Northwest Quarter to a point which is 872.21 feet south of the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence north 89°-48' west 776 feet parallel with the South Line of the Northwest Quarter of said Northwest Quarter; thence southeast 64.83 feet along an arc of a curve of radius 339.70 feet, said curve being concave to the west and the 64.73 feet chord of said arc bears south 06°-37' east to a Point of Tangency; thence south 01°-09' east 460.78 feet to a point on the South Line of the Northwest Quarter of said Northwest Quarter, said point being 773.63 feet west of the Point of Beginning; thence south 89°-48' east 773.63 feet along the south Line of the Northwest Quarter of said Northwest Quarter to the Point of Beginning, in McLean County, Illinois.

PIN 21-02-126-013

Connect A

Description of Property

A 3-foot connecting strip from the Southeast corner of parcel 14-34-480-030 extending 0.32 miles to the Northwest corner of parcel 21-02-126-013.

Connect B

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 21-02-126-013 extending 0.61 miles to the Northwest corner of parcel 21-01-126-012.

1202 Eastport Dr (0.54)



14-36-351-009

Description of Property

Lots 1 in Eastport Development, a Subdivision in the City of Bloomington, according to the plat thereof recorded November 15, 1984 as Document Number 84-14224, in McLean County, Illinois,

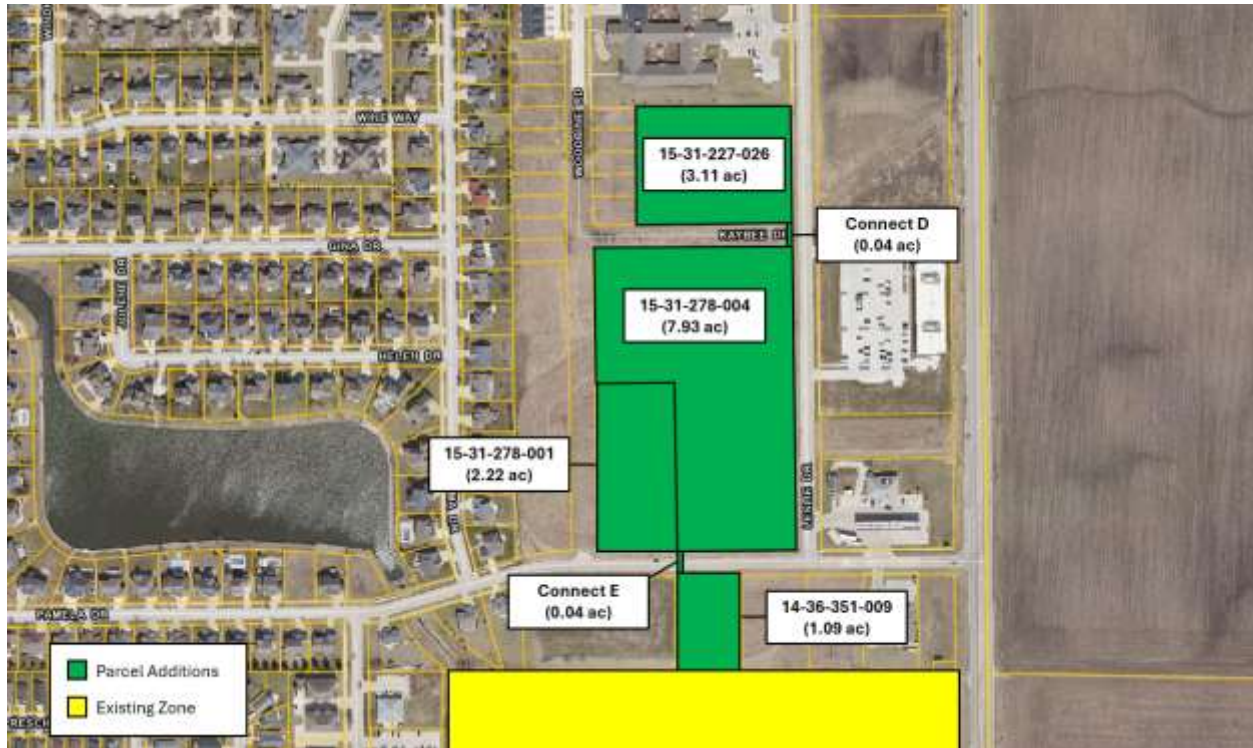
PIN 14-36-351-009

Connect C

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 14-36-351-009 extending 0.01 miles to parcel 21-01-126-012.

Terra (14.43)



15-31-227-026

Description of Property

HAWTHORNE COMMERCIAL SUB 16TH ADD LOT 187

PIN 15-31-227-026

15-31-277-009

Description of Property

HAWTHORNE COMMERCIAL SUB 14TH ADDN LOT 23

PIN 15-31-277-009

15-31-278-001

Description of Property

SEC 31-24-3E PT E1/2 NE - BEG 763.77' W INT W LN TOWANDA BARNES RD & S LN E1/2 NE, N785.43' , W416.71' , S780.24' E TO POB (EX THAT PT LYG W OF WOODBINE RD & S OF PAMELA DR)

PIN 15-31-278-001

15-31-278-004

Description of Property

PIN 15-31-278-004

Description of Property

Connect E

A 3-foot connecting strip from the Southwest corner of parcel 15-31-278-004 extending 0.01 miles to Northwest corner of parcel 15-31-277-009.

Normal (342.28)

Heather Ridge (88.47)



14-11-200-013

Description of Property

The Northeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois;

Except North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded June 13, 2001 as Document No. 2001-19002, in the Town of Normal, McLean County, Illinois;

Except the First Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded October 25, 2002 as Document No. 2002-38617, in the Town of Normal, McLean County, Illinois;

Except the Second Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded July 3, 2003 as Document No. 2003-32943, in the Town of Normal, McLean County, Illinois;

Except the Third Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded June 23, 2004 as Document No. 2004-21382, in the Town of Normal, McLean County, Illinois;

Except the Fourth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2007 as Document No. 2007-23081, in the Town of Normal, McLean County, Illinois;

Except the Fifth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 2006 as Document No. 2006-30158, in the Town of Normal, McLean County, Illinois;

Except the Sixth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 19, 2007 as Document No. 2007-31422, in the Town of Normal, McLean County, Illinois;

Except the Seventh Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded April 18, 2022 as Document No. 2022-9494, in the Town of Normal, McLean County, Illinois;

Except First American Baptist Church Subdivision in the Town of Normal, according to the plat thereof recorded October 4, 2000 as Document No. 2000-24763, in the Town of Normal, McLean County, Illinois.

PIN 14-11-200-013

14-11-401-006

Description of Property

All that portion of the Southeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois lying North of the Fifth Addition to Heather Ridge Subdivision, according to the plat thereof recorded November 10, 2016 as Document No. 2016-21575, and lying west of the Sixth Addition to Heather Ridge Subdivision, according to the plat thereof recorded October 10, 2023 as Document No. 2023-13982, in McLean County, Illinois.

PIN 14-11-401-006

14-11-477-001

Description of Property

The Southeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois;

Except North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded May 16, 2001 as Document No. 2001-15215, Normal, in McLean County, Illinois;

Except the First Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 15, 2001 as Document No. 2001-38364, Normal, in McLean County, Illinois;

Except the Second Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded May 17, 2002 as Document No. 2002-17873, Normal, in McLean County, Illinois;

Except the Third Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded September 9, 2003 as Document No. 2003-46323, in McLean County, Illinois;

Except the Fourth Addition to North Fields Subdivision, according to the plat thereof recorded July 16, 2004 as Document No. 2004-23960, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, to the Town of Normal, in McLean County, Illinois;

Except the Fifth Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 east of the Third Principal Meridian, according to the plat thereof recorded September 17 2004 as Document No. 2004-31805, in Mclean County, Illinois;

Except Heather Ridge-Verizon Subdivision according to the plat thereof recorded March 27, 2001 as Document No. 2001-8729, in McLean County, Illinois;

Except Heather Ridge Subdivision of a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the third Principal Meridian, according to the plat thereof recorded July 25, 2001 as Document No. 2001-24316, in McLean County, Illinois;

Except the First Addition to Heather Ridge Subdivision in the Town of Normal, according to the plat thereof recorded November 8, 2002 as Document No. 2002-42946, in McLean County, Illinois;

Except the Second Addition to Heather Ridge Subdivision being a part of the Northeast 1/4 and part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded August 12, 2003 as Document No. 2003-40784, in McLean County, Illinois;

Except the Third Addition to Heather Ridge Subdivision being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded July 2, 2004 as Document No. 2004-2385, in McLean County, Illinois;

Except the Fourth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded May 11, 2007 as Document No. 2007-11852, in McLean County, Illinois;

Except the Fifth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded November 10, 2016 as Document No. 2016-21575, in McLean County, Illinois;

Except the Sixth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded October 10, 2023 as Document No. 2023-13982, in McLean County, Illinois.

PIN 14-11-477-001

Connect F

Description of Property

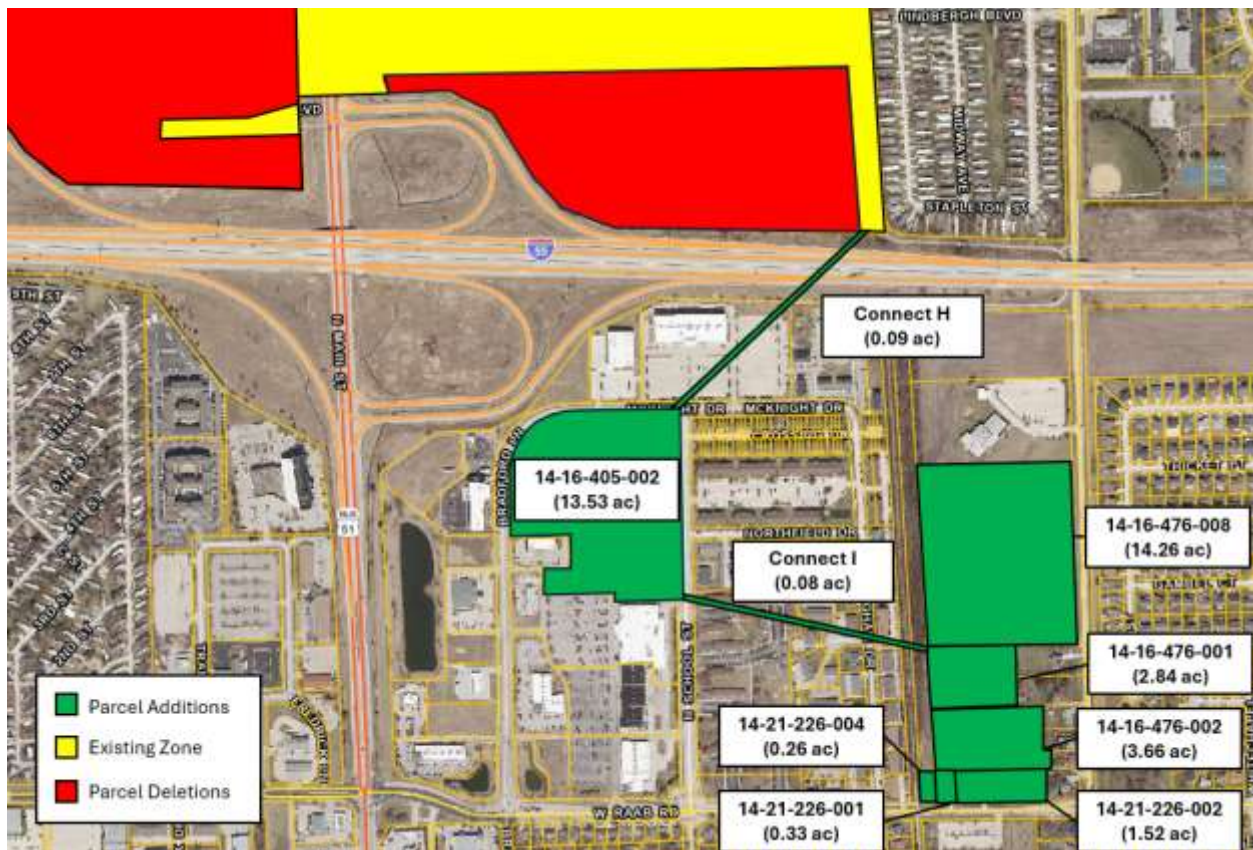
A 3-foot connecting strip from the Northeast corner of parcel 14-16-226-002 extending 1.86 miles to the Southwest corner of parcel 14-11-477-001.

Connect G

Description of Property

A 3-foot connecting strip from the Northwest corner of parcel 14-11-477-001 extending 0.24 miles to the Southeast corner of parcel 14-11-401-006.

Raab Road (36.57)



14-16-405-002

Outlot 509 in the Third Addition to Constitution Trail Centre a Planned Unit Development in the Town of Normal, according to the plat thereof recorded June 5, 2008 as Document Number 2008- 00015764, in McLean County, Illinois.

PIN 14-16-405-002

14-16-476-001

Lot 7 in the Subdivision of Lots 7 and 12 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, except the East 330 feet thereof, in McLean County, Illinois.

PIN 14-16-476-001

14-16-476-002

Lot 8 in the Subdivision of part of Lots 7 and 12 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, except the West 150 feet of the East 179 feet of the South 80 feet of Lot 8 in said Subdivision of part of Lots 7 and 12, in McLean County, Illinois.

PIN 14-16-476-002

14-16-476-008

All of Lots 38, 39, 40 and part of Lot 31 and Lot 37 which lie South of the South right-of-way line of FAI Route 55, all being in County Clerk's Subdivision of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book 2 of Plats at page 54.

PIN 14-16-476-008

14-21-226-001

The South 150 feet of the West 95 feet of Lot 3 in the Subdivision of the Northeast Quarter of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois.

PIN 14-21-226-001

14-21-226-002

Lot 3 in the Subdivision of the Northeast Quarter of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, except the South 150 feet of the West 95 feet of said Lot 3, all in McLean County, Illinois.

PIN 14-21-226-002

14-21-226-004

That portion of the former Illinois Central Railroad Company's now Illinois Central Gulf Railroad Company's original 200 foot wide right of way in the North East $\frac{1}{4}$ of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, that lies Easterly of and adjacent to a line that lies parallel to and 25 feet Easterly from the centerline of the Illinois Central Gulf's Amboy District main track and extends Southerly from the North line of said Section 21, and North of the North right of way line of Raab Road, in McLean County, Illinois.

PIN 14-21-226-004

Connect H

A 3-foot connecting strip from the Northeast corner of parcel 14-16-405-002 extending 0.25 miles to the Southwest corner of parcel 14-16-200-068.

Connect I

A 3-foot connecting strip from the Northwest corner of parcel 14-16-4766-001 extending 0.23 miles to the Southeast corner of parcel 14-16-405-002.

Collie Ridge (28.21)



14-22-154-004

Outlot 4 in Shelbourne PUD in the Town of Normal, McLean County, Illinois according to the plat thereof recorded December 16, 2022 as Document No. 2022-21907 in the McLean County Recorder's Office.

PIN 14-22-154-004

14-22-176-006

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 22, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 6 in Carriage Hills Subdivision in the Town of Normal, Illinois. From said Point of Beginning, thence east 1623.54 feet along the South Line of said Carriage Hills Subdivision and along the South Line of the Fifth Addition to Carriage Hills Subdivision in the Town of Normal, Illinois, to the Southeast Corner of Lot 184 in said Fifth Addition; thence south 1163.63 feet along the East Line of the Northwest Quarter of said Section 22, said East Line also being the West Lines of Pinehurst Subdivision Sixth and Seventh Additions in the Town of Normal, Illinois, which forms an angle to the left of 89°-30'-56' with the last described course to a point lying 5.00 feet north of the Southwest Corner of Lot 186 in said Sixth Addition; thence west 904.84 feet along a line lying 5 feet normally distant north of and parallel with the North Right-of-Way Line of Shelbourne Drive as shown on the Right-of-Way Dedication Plat recorded as Document No. 96-12756, McLean County, Illinois, to a Point of Curvature; thence southwesterly 199.14 feet along a line lying 5 feet radially distant northwest of and concentric with said North Right-of-Way Line being the arc of a curve concave to the southeast

with a radius of 405.66 feet and the 197.14 foot chord of said arc forms an angle to the left of $194^{\circ}-03'-47''$ with the last described course to a Point of Tangency; thence southwest 151.39 feet along a line lying 11 feet normally distant northwest of and parallel with the North Right-of-Way Line of Shelbourne Drive as shown on the Right-of-Way Dedication Plat recorded as Document No. 85-9708, McLean County, Illinois, and which forms an angle to the left of $194^{\circ}-03'-47''$ with the last described chord to a Point of Curvature; thence southwesterly 200.54 feet along a line lying 11 feet radially distant northwest of and concentric with said North Right-of-Way Line being the arc of a curve concave to the northwest with a radius of 455.00 feet and the 198.92 foot chord of said arc forms an angle to the left of $167^{\circ}-22'-24''$ with the last described course; thence northwest 13.94 feet along a line which forms an angle to the left of $120^{\circ}-55'-47''$ with the last described chord to a point on the West Line of Lot 9 in the Twelfth Addition to the Town of Normal, Illinois, lying 84.82 feet south of the Northwest Corner of said Lot 9; thence north 252.98 feet along the West Line of said Lot 9, said West Line also being the East Right-of-Way Line of Beech Street in said Twelfth Addition, and along the East Right-of-Way Line of Beech Street as shown on the Shelbourne Drive Vacation Plat recorded as Document No. 85-9707, McLean County, Illinois and as dedicated per Document No. 93-6988, McLean County, Illinois, which forms an angle to the left of $133^{\circ}-53'-49''$ with the last described course to a Point of Curvature; thence northwesterly 347.67 feet along the East Right-of-Way Line of said Beech Street recorded as Document No. 93-6988, being the arc of a curve concave to the southwest with a radius of 580.00 feet and the 342.49 foot chord of said arc forms an angle to the left of $197^{\circ}-11'-19''$ with the last described course to a Point of Reverse Curvature; thence northwesterly 294.91 feet along said East Right-of-Way Line being the arc of a curve concave to the northeast with a radius of 500.00 feet and the 290.66 foot chord of said arc forms an angle to the left of $180^{\circ}-16'-30''$ with the last described chord to a Point of Tangency, thence north 444.84 feet along said East Right-of-Way Line which forms an angle to the left of $163^{\circ}-06'-10''$ with the last described chord to the Point of Beginning, containing 42.13 acres, more or less,

Excepting therefrom Collie Ridge Subdivision according to the Plat recorded April 20, 2001 as Document No. 2001-11608, and Collie Ridge Subdivision First Addition according to the Plat recorded August 12, 2003 as Document No. 2003-40783.

PIN 14-22-176-006

Connect J

A 3-foot connecting strip from the Southeast corner of parcel 14-22-154-004 extending 0.02 miles to the Southwest corner of parcel 14-22-176-006.

Connect K

A 3-foot connecting strip from the Southwest corner of parcel 14-22-176-006 extending 0.5 miles to the Northwest corner of parcel 14-27-126-019.

Country Acres (65.1)



14-23-200-016

Tract 1:

All that portion of Lot 2 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying north of Lot 8 in the Sixth Addition to North-Land Commercial Subdivision recorded April 8, 2004 as Document No. 2004-11033, east of Veterans Parkway (Route F.A.P. 704), and west of Greenbriar Drive in the Town of Normal, McLean County, Illinois.

Tract 2:

All that portion of Lots 2 and 3 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying north and east of the Ninth Addition to North-Land Commercial Subdivision recorded May 18, 2016 as Document No. 2016-8494, east of Outlot 3 in the First Addition to North-Land Commercial Subdivision recorded August 29, 2000 as Document No. 2000-21595, north of Shepard Road, and west of Hershey Road in the Town of Normal, McLean County, Illinois.

PIN: 14-23-200-016

14-23-200-017

All that portion of Lot 2 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying south of Lot 12 in the Ninth Addition to North-Land Commercial Subdivision recorded May 18, 2016 as Document No. 2016-8494, west of Outlot 3 in the First Addition to North-Land Commercial Subdivision recorded August 29, 2000 as Document No. 2000-21595, north of Lot 1 of Resubdivision of Lot 2 in the First Addition to North-Land Commercial Subdivision and Lot 7 in the Fifth Addition to North-

Land Commercial Subdivision according to the plat recorded December 2, 2019 as Document No. 2019-19897, and east of Greenbriar Drive in the Town of Normal, McLean County, Illinois.

PIN: 14-23-200-017

14-23-200-021

A part of Lots 2 and 3 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 8 in Sixth Addition to North-Land Commercial Subdivision according to the Plat thereof recorded as Document No. 2004-11033 in the McLean County Recorder of Deeds Office; thence S85°-34'-09"E 425.15 feet on the southerly line of said Lot 8; thence N04°-25'-51"E 14.00 feet on said southerly line; thence S.85°-34'-09"E 24.00 feet on said southerly line; thence N04°-25'-51"E 17.77 feet on said southerly line; thence S85°-34'-09"E 90.22 feet on said southerly line to the westerly right of way line of Greenbriar Drive; thence southerly on said westerly right of way line 260.78 feet on a non-tangential curve concave to the southeast having as central angle of 24°-05'-58", a radius of 620.00 feet and a chord of 258.86 feet bearing S16°-28'-49"W from the last described course; thence S040 25'-50"W 616.71 feet on said westerly right of way line to the northerly right of way line of Shepard Road; thence S67°-51'-56"W 67.08 feet on the northerly right of way line of said Shepard Road; thence N85° 34'-10"W 405.00 feet on said northerly right of way line; thence N40°-34'-10"W 34.73 feet on said northerly right of way line; thence N29°-50'-38"E 56.02 feet; thence N11°-40'-09"E 107.55 feet; thence N09°-02'-29"E 92.72 feet; thence N22°-00'-49"E 152.97 feet; thence N37°-01'-08"E 118.32 feet; thence N42°-55'-56"E 115.78 feet; thence N64°-32'-22"E 66.11 feet; thence N68°-13'-18"E 145.69 feet; thence N32°-57'-16"W 90.48 feet; thence S47°-10'-36"W 63.98 feet; thence S56°-54'-47"W 175.51 feet; thence S45°-02'-44"W 182.94 feet; thence N64°-27'-31"W 59.51 feet; thence N09°-16'-21"E 67.40 feet; thence N05°-58'-41"E 147.75 feet; thence N00°-36'-48"W 95.10 feet to the east right of way line of Veterans Parkway (F.A.P. 704)(1-55 Business Loop) according to Warranty Deeds recorded as Document No. 2001-41726 and 2002-265; thence N04°-25'-50"E 50.23 feet on the east right of way line of said Veterans Parkway to the Point of Beginning, containing 8.70 acres, more or less, with assumed bearings given for description purposes only.

PIN 14-23-200-021

14-23-426-009

All that portion of Lot 3 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying south of Shepard Road as dedicated in the Fifth Addition to North-Land Commercial Subdivision recorded October 8, 2003 as Document No. 2003-51973, east of Lot 5 in the Third Addition to North-Land Commercial Subdivision recorded October 28, 2002 as Document No. 2002-39304, west of Hershey Road as dedicated in Document No. 2002-24542 and North of Outlot 11 in the Eighth Addition to North-Land Commercial Subdivision according to the plat recorded August 17, 2017 as Document No. 2017-14956, except the Second Addition to Northland Commercial Subdivision in the Town of Normal, McLean County, Illinois.

PIN: 14-23-426-009

Connect L

A 3-foot connecting strip from the Southeast corner of parcel 14-23-200-016 extending 0.02 miles to the Southwest corner of parcel 14-23-200-017.

Connect M

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-021 extending 0.02 miles to the Southwest corner of parcel 14-23-200-017.

Connect N

A 3-foot connecting strip from the Southeast corner of parcel 14-23-200-017 extending 0.07 miles to the Northeast corner of parcel 14-23-426-009.

SE Shelbourne & Towanda (9.61)



14-23-302-003

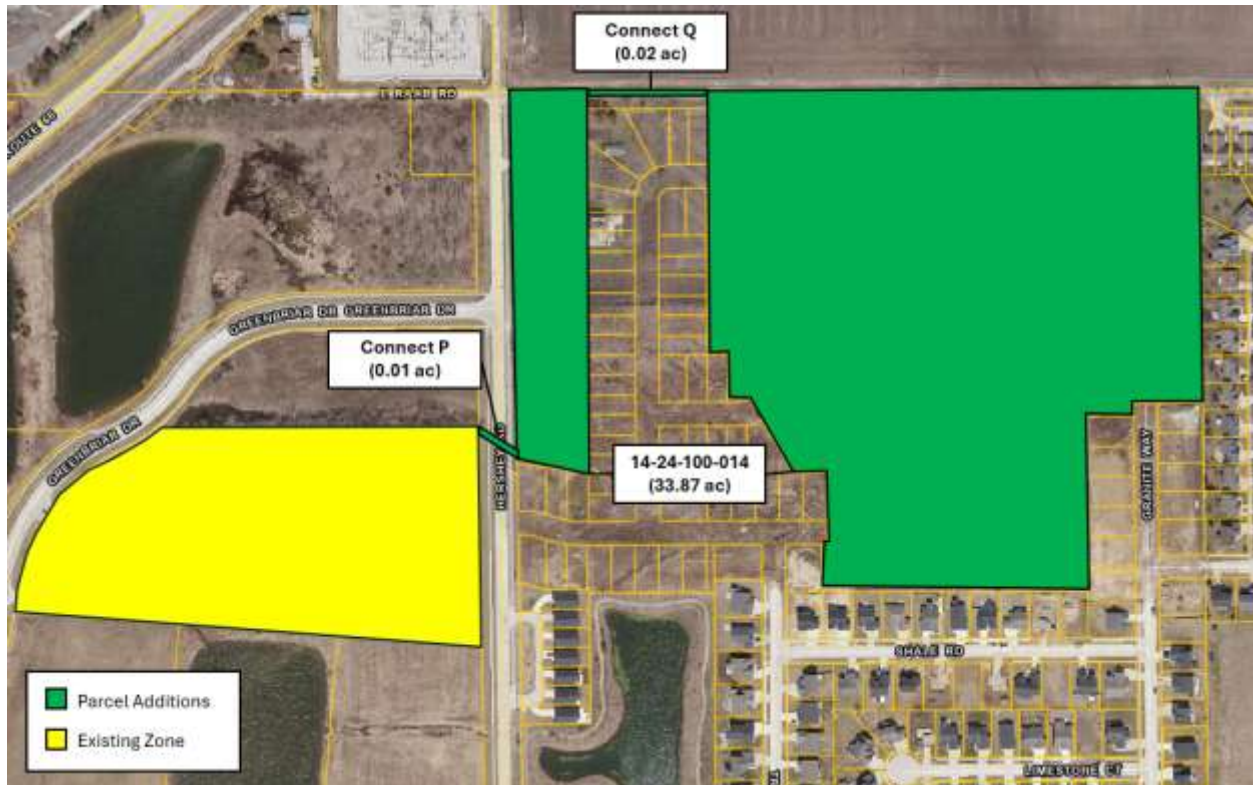
All that part of the Southwest Quarter of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, lying North of the North right of way line of the Chicago and Alton Railroad Company, now the Gulf, Mobile and Ohio Railroad, in McLean County, Illinois. EXCEPTING THEREFROM that portion conveyed in Warranty Deed recorded May 25, 2007 as Document No. 2007-13171.

PIN 14-23-302-003

Connect O

A 3-foot connecting strip from the Southwest corner of parcel 14-23-302-003 extending 0.02 miles to the Northwest corner of parcel 14-23-506-010.

Blackstone Neighborhood (33.9)



14-24-100-014

A part of the West 1/3 of the North 1/2 of Section 24, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of the Northwest 1/4 of Section 24; thence South 89° 15 minutes 52 seconds East 1775.78 feet to the northeast corner of the West 1/2 of the North 1/2 of said Section 24; thence South 00° 04 minutes 27 seconds West 2616.03 feet on the east line of the West 1/3 of the North 1/2 of said Section 24 to the north right of way line of Shepard Road as established by an Agreed Order of Judgment filed October 3, 2005 in Eminent Domain Case No. 04-ED-1, in the Office of the Clerk of the Circuit Court of McLean County, Illinois, thence North 89° 24 minutes 34 seconds West 1709.18 feet on the north right of way line of Shepard Road, thence North 38° 51 minutes 37 seconds West 24.61 feet on the northeasterly right of way line of said Shepard Road to the east right of way line of Hershey Road as established by said Eminent Domain Case No. 04-ED-1; thence North 00° 00 minutes 22 seconds East 118.37 feet on the east right of way line of said Hershey Road, thence North 89° 59 minutes 38 seconds West 48.00 feet on the north right of way line of said Hershey Road to the west line of the Northwest 1/4 of said Section

24; thence North 00° 00 minutes 22 seconds East 2483.68 feet to the Point of Beginning, with assumed bearings given for description purposes only, in McLean County, Illinois;

Except Blackstone Trails Subdivision, according to the plat thereof recorded October 6, 2010 as Document No. 2010-24299, in the Town of Normal, McLean County, Illinois;

Except the First Addition to Blackstone Trails Subdivision, according to the plat thereof recorded June 6, 2013 as Document No. 2013-14184, in the Town of Normal, McLean County, Illinois;

Except the Second Addition to Blackstone Trails Subdivision, according to the plat thereof recorded March 26, 2020 as Document No. 2020-5337, in the Town of Normal, McLean County, Illinois;

Except the Third Addition to Blackstone Trails Subdivision, according to the plat thereof recorded August 10, 2022 as Document No. 2022-14178, in the Town of Normal, McLean County, Illinois;

Except the Fourth Addition to Blackstone Trails Subdivision, according to the plat thereof recorded July 26, 2023 as Document No. 2023-9795, in the Town of Normal, McLean County, Illinois;

Except the Fifth Addition to Blackstone Trails Subdivision, according to the plat thereof recorded July 26, 2023 as Document No. 2020-9796, in the Town of Normal, McLean County, Illinois;

Parcel No. 14-24-100-014

Connect P

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-016 extending 0.01 miles to the Southwest corner of parcel 14-24-100-014.

Connect Q

A 3-foot connecting strip from the Northeast corner of parcel of the Western portion of 14-24-100-014 extending 0.06 miles to the Northwest corner of the Eastern portion of parcel 14-24-100-014.

Cell Tower Site (0.47)



14-28-283-010

Lot 11 in Petersen's Addition to the Town of Normal, according to the plat thereof recorded August 9, 1978 as Document No. 78-11738, McLean County, Illinois.

PIN 14-28-283-010

14-28-283-011

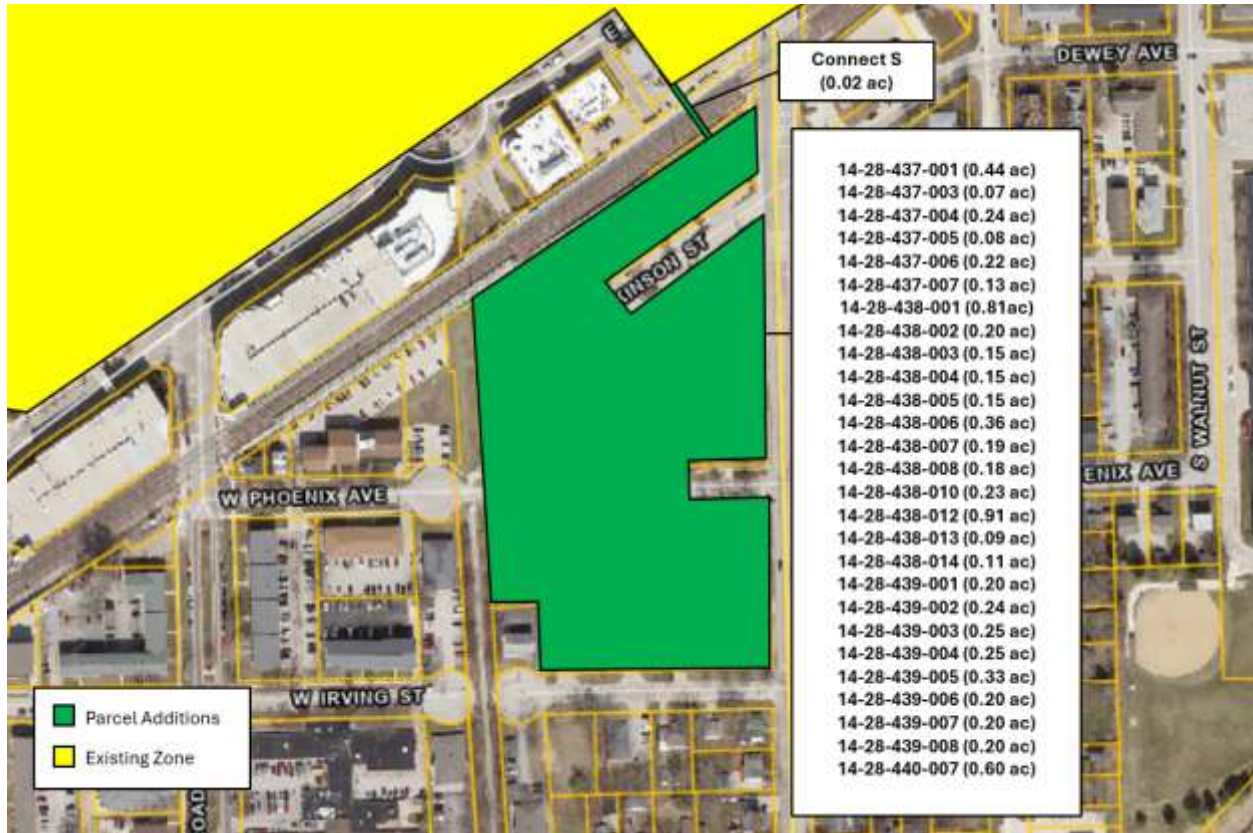
Lot 10 in Petersen's Addition to the Town of Normal, according to the plat thereof recorded August 9, 1978 as Document No. 78-11738, McLean County, Illinois.

PIN 14-28-283-011

Connect R

A 3-foot connecting strip from the Northeast corner of parcel 14-28-279-020 extending 0.01 miles to the Northwest corner of parcel 14-28-283-010.

Uptown South (7.20)



14-28-437-001

All of Lot 13 in Block 12 in the Original Town of Normal, McLean County, Illinois, and part of Lots 11 and 12 in said Block 12 described as follows: Beginning at the southwest corner of said Lot 12, thence east 16.08 feet along the southeast line of said Lot 12 to the southeasterly extension of the east exterior edge of an existing brick building, thence north 57.33 feet along said extension and along the southeast edge of said building to a point which is 13.58 feet southwest of the northeast line of said Lot 12, thence northeasterly 18 feet along a line parallel with the northwesterly line of said Lot 12, thence northwesterly to a point on the northwesterly line of said Lot 11, said point being 4 feet northeast of the northwest corner of said Lot 11, thence southwesterly along the northwest line of said Lots 11 and 12 to the northwest corner of Lot 12, thence southeasterly along the southwest line of said Lot 12 to the Point of Beginning.

PIN: 14-28-437-001

14-28-437-003

All of Lot 6 and 2 feet off the West side of Lot 5 in Block 12 in the Original Town of Normal, in McLean County, Illinois.

PIN 14-28-437-003

14-28-437-004

Lots 1, 2, 3, 4 and 5 in Block 12 in the Original Town of Normal, except the following: Commencing at the Northeast corner of said Lot 1 and running thence Southwest 84 feet along the North line of said Block 12; thence in a Southeasterly direction 50 feet along the East line of said Lot 3; thence in a Northeasterly direction parallel to the North line of said Block 12 to the East line of said Lot 1; thence in a Northerly direction along the East line of said Lot 1 to the Northeast corner of said Lot 1; being the place of beginning, in McLean County, Illinois.

PIN 14-28-437-004

14-28-437-005

A part of Lots 1 and 2 in Block 12 in the Original Town of Normal, described as follows; Commencing at the Northeast corner of said Block, thence Southwesterly 84 feet along the North line of said Block to the Northwest corner of said Lot 2, thence Southeasterly 50 feet along the West line of said Lot 2, thence Northeasterly parallel to the North line of said Block to the east line of said Lot 1, thence north along the East line of said Lot 1 to the place of beginning, Except for the East 3.5 feet thereof, in McLean County, Illinois.

PIN: 14-28-437-005

14-28-437-006

Lots 9, 10, 11, 12 and 13, EXCEPT that tract described as follows: All of Lot 13 in Block 12 in the Original Town of Normal, McLean County, Illinois, and part of Lots 11 and 12 in said Block 12 described as follows: Beginning at the Southwest corner of said Lot 12; thence East 16.08 feet along the Southwest line of said Lot 12 to the Southeasterly extension of the East exterior edge of an existing brick building; thence North 57.33 feet along said extension and along said Southeast edge of said building to a point which is 13.58 feet Southwest of the Northeast line of said Lot 12; thence Northeasterly 18 feet along a line

parallel with the Northwesterly line of said Lot 12; thence Northwesterly to a point on the Northwesterly line of said Lot 11, said point being 4 feet Northeast of the Northwest corner of said Lot 11; thence Southwesterly along the Northwest line of said Lots 11 and 12 to the Northwest corner of Lot 12; thence Southeasterly along the Southwest line of said Lot 12 to the Point of Beginning, in MCLEAN COUNTY, ILLINOIS.

PIN: 14-28-437-006

14-28-437-007

Lots 7 and 8 in Block 12 in the Original Town of Normal.

PIN:14-28-437-007

14-28-438-001

Lots 8, 9, and 10 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN: 14-28-438-001

14-28-438-002

Lots 6 and 7 in block 13 in the Original Town of Normal except the south 100 feet thereof.

PIN 14-28-438-002

14-28-438-003

Lot 11 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-003

14-28-438-004

Lot 12 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-004

14-28-438-005

Lot 13 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-005

14-28-438-006

Lot 14 and the south 100 feet of Lots 6 and 7 in Block 13 in the Original Town of Normal.

PIN: 14-28-438-006

14-28-438-007

Lot 1 and the North 30 feet of Lot 2 in Block 13 in the Original Town of Normal, in McLean County, Illinois, and beginning at the Northeast corner of Lot 1 in Block 13 of the Original Town of Normal, Illinois, thence North 10 feet along the northerly extension of the East line of said Block 13, thence Southwest 40 feet parallel to the Northwest line of said Block 13, thence South 10 feet parallel to said East line of the Northwest line of said Block 13, thence Northeast 40 feet along the Northwest line of said Block 13 to the point of beginning, in McLean County, Illinois.

PIN: 14-28-438-007

14-28-438-008

The South 20 feet of Lot 2, all of Lots 3 and 4 in Block 13 in the Original Town of Normal, in McLean County, Illinois.

PIN: 14-28-438-008

14-28-438-010

Lots 15 and 16 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-010

14-28-438-012

Outlot 25 in Petersen's Addition to the Town of Normal.

PIN 14-28-438-012

14-28-438-013

The South 20 feet of Lot 2, all of Lots 3 and 4 in Block 13 in the Original Town of Normal, in McLean County, Illinois.

PIN: 14-28-438-013

14-28-438-014

Lot 5 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-014

14-28-439-001

Lot 6 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-002

14-28-439-002

Lot 5 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-002

14-28-439-003

Lot 4 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-003

14-28-439-004

Lot 3 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-004

14-28-439-005

Lots 7 and 8 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-439-005

14-28-439-006

Lot 9 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-439-006

PIN 14-28-439-007

PIN: 14-28-439-008

PIN 14-28-440-007

A 3-foot connecting strip from the Southwest corner of parcel 14-28-436-031 extending 0.01 miles to the Northeast corner of parcel 14-28-437-005.

Infiniti Pointe (72.75)



14-30-476-010

A part of the West 1/2 of the Southeast 1/4 and a part of the Southeast 1/4 of the Southeast 1/4 all in Section 30, Township 24 North, Range 2 East of the Third Principal Meridian, being more particularly described as follows:

Commencing at the northeast corner of the West 1/2 of the Southeast 1/4 of said Section 30; thence South 00°42'10" East along the East line of the West 1/2 of said Southeast 1/4, 40.00 feet to the Point of Beginning at the northwest corner of Lot 116 in the Second Addition to Parkside South Subdivision according to the plat thereof recorded as document number 1977-9792 in the Office of the McLean County Recorder; thence South 00°42'10" East along the East line of the West 1/2 of said Southeast 1/4, 1,295.63 feet to the southwest corner of Lot 128 in said Second Addition to Parkside South Subdivision, said point being also the northwest corner of the Southeast 1/4 of said Southeast 1/4; thence North 89°02'31" East along the North line of the Southeast 1/4 of said Southeast 1/4, 1,349.64 feet to the southeast corner of Lot 14 in Parkside South Subdivision according to the plat thereof recorded as Document Number 1975-9618 in the Office of the McLean County Recorder, said point being also the northwest corner of the right-of-way of Parkside Road according to the Warranty Deed recorded as document number 1976-8088 in the Office of the McLean County Recorder; thence South 00°40'18" East along said West right-of-way line, 1,293.07 feet to a point on the North right-of-way line of Hovey Avenue according to Resolution No. 846 recorded as Document Number 1985-7432 in the Office of the McLean County Recorder; thence South 88°54'04" West along said North right-of-way line, 420.86 feet to a point 14.00 feet east of the southeast corner of Animal Haven Clinic Subdivision according to the plat thereof recorded as document number 1999-12264 in the Office of the McLean County Recorder; thence North 00°41'56" West along a line parallel to the East line of Lot 1 in the Resubdivision of Lot 1 Animal Haven Clinic Subdivision according to the plat thereof recorded as document number 2012-427 in the Office of the McLean County Recorder, 248.00 feet; thence South 88°54'04" West along a line parallel to the North line of said Lot 1, 28.00 feet; thence South 26°13'52" West, 57.41 feet to a point on the North line of said Lot 1; thence South 88°54'04" West along the North line of said Lot 1 and the North line of Lot 3 in DK Subdivision according to the plat thereof recorded as document number 2012-22443 in the Office of the McLean County Recorder, 468.39 feet to the northwest corner of said Lot 3; thence South 00°41'56" East along the West line of said Lot 3, 197.00 feet to the southwest corner of said DK Subdivision, said point being also a point on the North right-of-way line of Hovey Avenue according to Resolution No. 846 recorded as Document Number 1985-7432 in the Office of the McLean County Recorder; thence South 88°54'04" West along said North right-of-way line, 405.71 feet to a point on the East line of the West 1/2 of said Southeast 1/4; thence South 88°54'04" West along the North right-of-way line of Hovey Avenue according to Resolution No. 848 recorded as Document Number 1985-7434 in the Office of the McLean County Recorder, 160.69 feet to a point on the northeast right-of-way line of U.S. Route 150; thence North 56°30'17" West along said northeast right-of-way line, 100.94 feet; thence South 89°18'43" West along said northeast right-of-way line, 82.30 feet; thence North 36°43'26" West along said northeast right-of-way line, 524.31 feet to a point on the East right-of-way line of FAI Route 3 (I-55) as described in Warranty Deed document number 13652 recorded in Deed Book 634, page 509 in the Office of the McLean County Recorder; thence North 00°00'42" East along said East right-of-way line, 2,106.86 feet; thence North 00°15'24" West, 2.91 feet to a point on the South right-of-way line of College Avenue according to Resolution No. 1120 recorded as Document Number 1987-20538 in the Office of the McLean County Recorder; thence North 89°02'36" East along said South right-of-way line,

608.53 feet, to the Point of Beginning, containing 72.760 acres, more or less, and being situated in McLean County, Illinois.

PIN: 14-30-476-009

McLean County (1,097.24)

Placek (10.25)



14-15-300-006

Those portions of Lots 13 and 14 in County Clerk's Subdivision of Sections 15, 16, 21 and 22, Township 24 North, Range 2 East of the Third Principal meridian, according to plat recorded in Book 2 of Plats at page 545, which lies South of and adjacent to the South right-of-way line of FAI Route 55, in McLean County, Illinois,

And

A tract of land which is a part of Lots 5, 11 and 12 in County Clerk's Subdivision of Lands in Sections 15, 16, 21, and 22 all in Township 24 North, Range 2 East of the Third Principal Meridian, as said Subdivision is shown by a plat recorded in Book 2 of P1ats at Page 545, McLean County, Illinois, said Tract being more particularly described as follows: Beginning at the Southeast Corner of Lot 13 in said County Clerk's Subdivision; thence south 120 feet along the Southerly extension of the East Line of said Lot 13; thence west 1381.95 feet parallel with the South Line of said Lot 13 and parallel with the South Line of Lot 14 in said Subdivision, said Lines forming an angle to the left of 90°-23' with the last described course to a point on the West Line of said Lot 11 which is 120 feet south of the Southwest Corner of said Lot 14; thence North 120 feet along the West Line of said Lot 11 which forms an angle to the left of 90°-03' with the last described course to the Southwest Corner of said Lot 14, thence east 1382.85 feet along the South Lines of said Lots 14 and 13 which form an angle to the left of 89°-57' with the last described course to the Point of Beginning, containing 3.808 acres.

PIN 14-15-300-006

Connect T

A 3-foot connecting strip from the Southeast corner of parcel 14-16-200-068 extending 0.2 miles to the Northwest corner of parcel 14-15-300-006.

Sears Butler (174.67)



14-19-200-009

Part of the Northeast One Quarter of Section 19, Township 24 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Southeast Corner of the Northeast One Quarter of Section 19, Township 24 North, Range 2 East of the 3rd Principal Meridian; thence North 00°00'00" East 1,511.35 feet along the East Line of the said Northeast One Quarter of Section 19 (for purposes of this description, the East Line of the Northeast One Quarter of Section 19 is assumed to bear North 00°00'00" East); thence North 89°38'18" West 40.00 feet to the Westerly Right-of-Way Line of Parkside Road and the Point of Beginning; thence North 89°38'18" West 1,504.06 feet to the Easterly Right-of-Way Line of Interstate 55/74; thence North 04°43'32" East 174.23 feet along the said Easterly Right-of-Way Line of Interstate 55/74; thence North 21°18'38" East 207.89 feet along the said Easterly Right-of-Way Line of Interstate 55/74; thence North 18°55'28" East 471.83 feet along the said Easterly Right-of-Way Line of Interstate 55/74 to the Southerly Right-of-Way Line of Yuton Road; thence North 85°23'45" East 502.85 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 88°48'11" East 400.01 feet along the said Southerly Right-of-Way Line of Yuton Road; thence North 78° 34' 11" East 51.26 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 88°48'11" East 309.77 feet along the

said Southerly Right-of-Way Line of Yuton Road to the said Westerly Right-of-Way Line of Parkside Road; thence South 00°00'00" East 858.83 feet along the said Westerly Right-of-Way Line of Parkside Road to the Point of Beginning.

PIN 14-19-200-009

14-20-100-003

Part of the Northwest One Quarter of Section 20, Township 24 North, Range 2 East of the 3rd Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest Corner of the Northwest One Quarter of said Section 20; thence South 00°00'00" East 314.79 feet along the West Line of the said Northwest One Quarter of Section 20 to the Center Line of Parkside Road (for purposes of this description, the West Line of the Northwest One Quarter of Section 20 is assumed to bear South 00°00'00" East); thence North 90°00'00" East 40.00 feet to the Easterly Right-of-Way Line of Parkside Road and the Southerly Right-of-Way Line of Yuton Road; thence 355.67 feet along the arc of a 807.82 foot radius curve concave Northwesterly (the chord of said curve bears North 76°31'18" East 355.73 feet) along the Southeasterly Right-of-Way Line of said Yuton Road; thence North 63°48'05" East 237.56 feet along the said Southeasterly Right-of-Way Line of Yuton Road; thence 340.36 feet along the arc of a 722.51 foot radius curve concave Southeasterly (the chord of said curve bears North 77°17'49" East 337.23 feet) along the said Southeasterly Right-of-Way Line of Yuton Road; thence South 89°12'26" East 277.57 feet along the Southerly Right-of-Way Line of said Yuton Road to the Point of Beginning; thence South 89°12'26" East 1,418.80 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 00°07'57" East 2,332.60 feet to the North Line of the South 370.5 acres of Section 20; thence North 89°04'03" West 1,418.86 feet along a line parallel to the South Line of said Section 20 and also being along the North Line of the South 370.5 acres of said Section 20; thence North 00°07'57" West 2,329.14 feet to the Point of Beginning.

PIN 14-20-100-003

14-20-200-002

Part of the Northwest 1/4 of Section 20, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point of reference at the Northwest Corner of the Northwest 1/4 of said Section 20; thence South 00°00'00" East 314.79 feet along the West Line of the said Northwest 1/4 of Section 20 to the Center Line of Parkside Road (for the purposes of this description, the West Line of the Northwest 1/4 of Section 20 is assumed to bear South 00°00'00" East); thence North 90°00'00" East 40.00 feet to the Easterly Right of Way Line of Parkside Road and the Southerly Right of Way Line of Yuton Road; thence 358.67 feet along the arc of a 807.82 foot radius curve concave Northwesterly (the chord of said curve bears North 76°31'18" East 355.73 feet) along the Southeasterly Right of Way Line of said Yuton Road; thence North 63°48'05" East 237.56 feet along the said Southeasterly Right of Way Line of Yuton Road; thence 340.36 feet along the arc of a 722.51 foot radius curve concave Southeasterly (the chord of said curve bears North 77°17'49" East 337.23 feet) along the said Southeasterly Right of Way Line of Yuton Road; thence South 89°12'26" East 1,696.37 feet along the Southerly Right of Way Line of Yuton Road to the Point of Beginning; thence South 89°12'26" East 1,322.34 feet along the said Southerly Right of Way of Yuton Road to the West Line of the East 80 acres lying North of the South 370.5 acres of Section 20; thence South 00°07'57" East

2,335.83 feet along the said West Line of the East 80 acres to the North Line of said South 370.5 acres; thence North 89°04'03" West 1,322.39 feet along a line parallel to the South Line of said Section 20 also being along the North Line of the said South 370.5 acres; thence North 00°07'57" West 2,332.60 feet to the Point of Beginning, all in McLean County, Illinois.

PIN 14-20-200-002

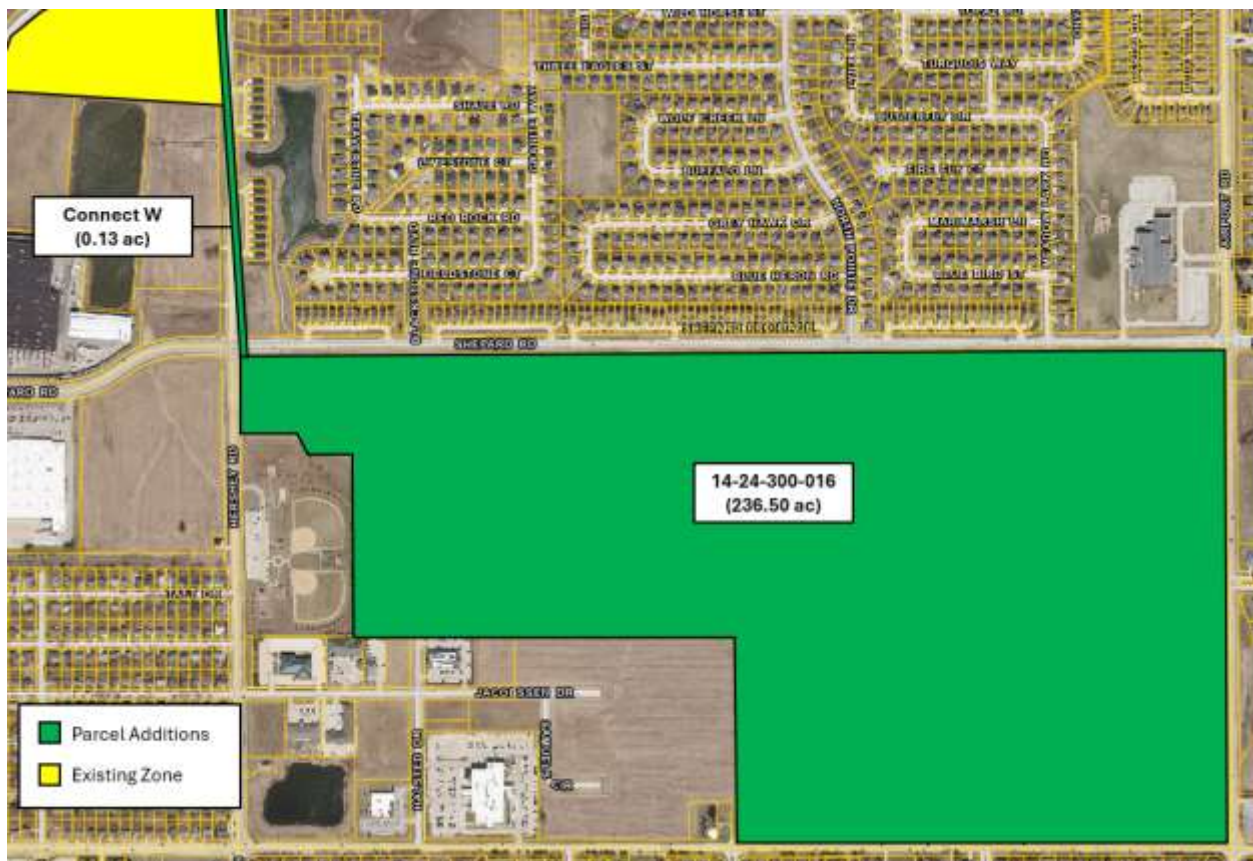
Connect U

A 3-foot connecting strip from the Northeast corner of parcel 14-19-100-019 extending 0.09 miles to the Northwest corner of parcel 14-19-200-009.

Connect V

A 3-foot connecting strip from the Northeast corner of parcel 14-19-200-009 extending 0.24 miles to the Northwest corner of parcel 14-20-100-003.

Country Acres (236.63)



14-24-300-016

Tract No. 1

The Southeast 1/4 of Section 24, Township 24 North, Range 2 East of the Third Principal Meridian, EXCEPT that part taken by the City of Bloomington by Decree entered in the Circuit Court of McLean County, Illinois in Case No. 94-ED-4 and recorded as Document No. 96-30586,

ALSO EXCEPTING THEREFROM that part deeded to Country Acres Land Corporation on November 8, 2000 as Document No. 2000R27935.

ALSO EXCEPTING THEREFROM the Second Addition to Fort Jesse Office Complex Subdivision according to the Plat thereof recorded December 21, 2000 as Document No. 2000R31220.

ALSO EXCEPTING THEREFROM that part deeded to the Town of Normal on July 12, 2002 as Document No. 2002R24541, all in McLean County, Illinois.

Tract No. 2

The Southwest 1/4 of Section 24, Township 24 North, Range 2 East of the- Third Principal Meridian, except that part taken by the City of Bloomington by decree of condemnation entered in the Circuit Court of McLean County, Illinois in Case No. 94-ED-4 and recorded as Document No. 96-30686, in McLEAN COUNTY, ILLINOIS;

EXCEPTING THEREFROM:

Fort Jesse Road Office Complex Subdivision, according to the plat thereof recorded June 30, 2000 as Document Number 2000R16125;

ALSO EXCEPTING THEREFROM:

The First Addition to Fort Jesse Road Office Complex Subdivision, according to the plat thereof recorded December 20, 2000 as Document Number 2000R23413;

ALSO EXCEPTING THEREFROM:

The Second Addition to Fort Jesse Office Complex Subdivision, according to the plat thereof recorded December 21, 2000 as Document Number 2000R31220, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Third Addition to Fort Jesse Road Office Complex in the Town of

Normal, according to the Plat thereof recorded June 8, 2001 as Document No. 2001R18359, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Fourth Addition to Fort Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded July 16, 2001 as Document No. 2001R22832, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Fifth Addition to Ft. Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded June 20, 2002 as Document No. 2002R21769, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Seventh Addition to Ft. Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded October 28, 2002 as Document No. 2002-39303, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

That part conveyed to Country Acres Land Corporation in Quit Claim Deed recorded November 8, 2000 as document Number 2000R27935 and in Warranty Deed recorded June 30, 2000 as Document Number 2000R16123, in McLean County, Illinois;

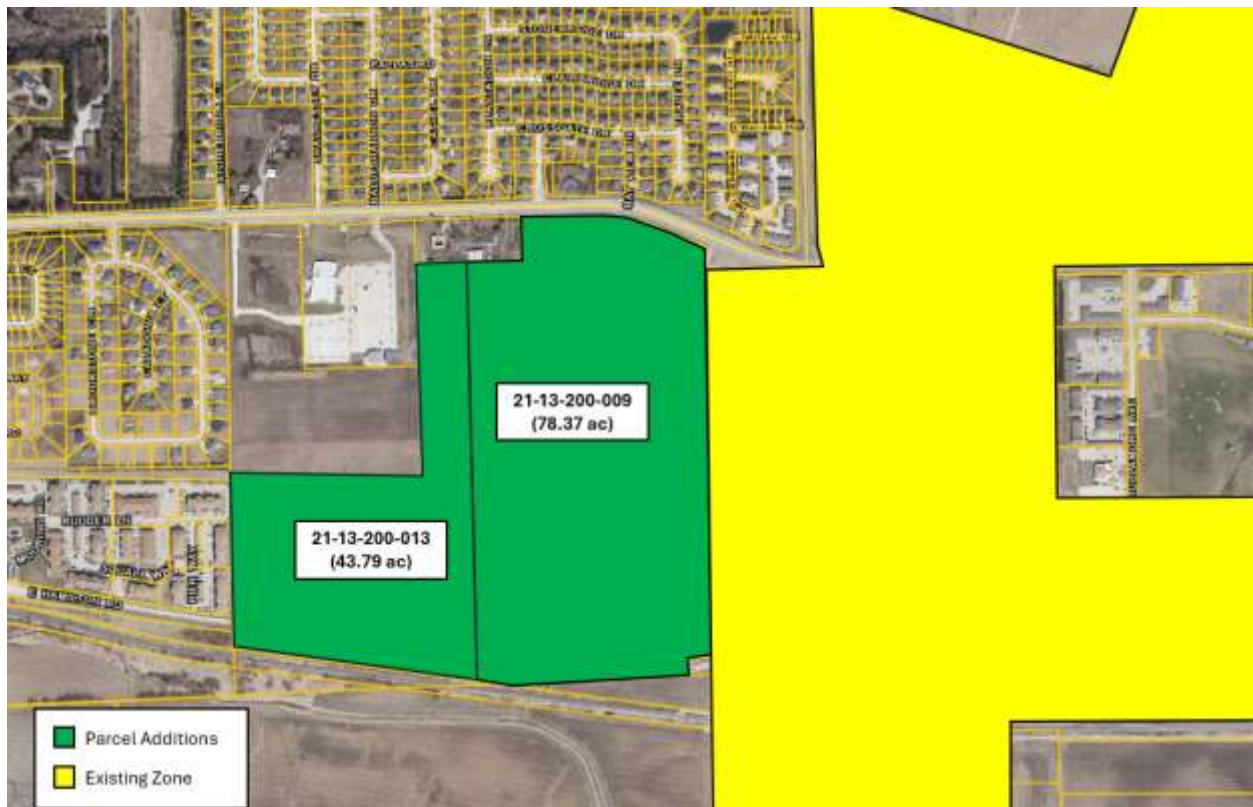
ALSO EXCEPTING THEREFROM approximately 13.96 acres deeded to the Town of Normal by Document No. 2007R00034819 for parkland dedication.

PIN 14-24-300-016

Connect W

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-016 extending 0.36 miles to the Northwest corner of parcel 14-24-300-016.

Snyder (122.16)



21-13-200-009

Description of Property

SEC 13-23-2E BEG NE COR NE: W1374.33', S2687.45', SE50.75', E1288.11', N2678.3' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD)

PIN 12-13-200-009

21-13-200-013

Description of Property

SEC 13-23-2E BEG NW COR NE: E1343.59', S2696.15', W1385.02', N2715.2' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD) & (EX RR ROW) & (EX BEG NE COR BROOKRIDGE ESTATES SUB: S1387.19', SE1088.41', N1454.35', W79.66', SW100.5', W225.06', NW75.66', NW100.13', W350', SW137.07' TO POB)

PIN 12-13-200-013

Ireland Grove (553.53)



22-16-100-006

The West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, excepting therefrom the following described tracts of land:

Tract 1:

All that part of the Right of Way of the Norfolk and Western Railroad (formerly Lake Erie and Western Railroad) as shown in Plat Book 7 on Page 181 lying in the West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 2:

A part of the West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois more particularly described as follows: Beginning at the Northeast Corner of the West Half of the Northwest Quarter of Section 16; thence North 89°-20' West 1004.80 feet; thence South 00°-31' East 1567.64 feet; thence South 88°-22'-48" East 1002.84 feet; thence North 00°-25'21" West 1584.28 feet to the Point of Beginning.

PIN: 22-16-100-006

22-16-300-002

The SW 1/4 of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois;

And

That part of the SE 1/4 of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at the southwest corner of said SE 1/4 of Section 16; thence North 58 rods (957 feet); thence East 108 rods (1782 feet); thence South 58 rods (957 feet) to the south line of said SE 1/4 of Section 16; thence West 108 rods (1782 feet) to the Point of Beginning;

PIN 22-16-300-002

22-17-200-005

Tract 1:

The North 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

Tract 2:

The South 948.53 feet of the North 1,248.53 feet of the West 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

PIN:22-17-200-005

22-17-200-006

The E ½ of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying north of the Right-of-Way of the Norfolk and Western Railroad (formerly Lake Erie and Western)

Except:

Tract 1:

The North 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

Tract 2:

The South 948.53 feet of the North 1,248.53 feet of the West 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

PIN:22-17-200-006

22-17-400-004

The E 1/2 of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, EXCEPT the right of way of the Norfolk & Western Railroad (formerly Lake Erie & Western) as shown by Plat recorded in Plat Book 7, on Page 181; AND ALSO EXCEPTING THEREFROM all that part thereof conveyed to the Freda Thomas Trust per the Warranty Deed recorded as Document No. 2003-25449 in the McLean County Recorder of Deeds Office, more particularly described as follows: That part of the NE 1/4 together with that part of the SE 1/4, all in Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: Beginning at the northwest corner of said SE 1/4, and running thence S00°-34'-30"W along the west line of said SE 1/4, 2658.63 feet to the southwest corner of said SE 1/4; thence S88°-28'-34"E along the south line of said SE 1/4, 200.08 feet; thence N00°-34'-30"E parallel with said west line, 2662.89 feet to a point on the south right of way line of the N&W Railroad; thence N89°-15'-58"W along said south line, 200.09 feet to the west line of said NE 1/4 of Section 17; and thence S00°-34'-30"W along said south line, 1.50 feet to the Point of Beginning containing 12.22 acres, more or less;

That part of the NE 1/4 of Section 20, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: Beginning at a point on the north line of said NE 1/4, which point is 200.08 feet East from the northwest corner of said NE 1/4 and running thence S88°-28'-34"E along said north line, 174 feet; thence S00°-15'-16"W along an existing fence line and an extension thereof, 1550.84 feet to the center of Cheney's Grove Road; thence N73°-24'-19"W along said center, 181.28 feet; and thence N00°-15'-16"E 1503.70 feet to the Point of Beginning, containing 6.10 acres, more or less, said tract of land conveyed to the Searls family per the Trustee's Deed, recorded as Document No. 2003-25365, in the McLean County Recorder of Deeds Office.

PIN 22-17-400-004

Connect X

A 3-foot connecting strip from the Southeast corner of parcel 22-07-400-007 extending 0.56 miles to the Northwest corner of parcel 22-17-200-005.

Connect Y

A 3-foot connecting strip from the Southeast corner of parcel 22-17-200-006 extending 0.01 miles to the Northeast corner of parcel 22-17-400-004.

Gibson City (77.75)

Railside Farms (24.54)



09-11-02-253-012

Lot 312 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-012

09-11-02-253-013

Lot 313 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-013

09-11-02-253-014

Lot 314 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-014

09-11-02-253-015

Lot 315 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-015

09-11-02-253-016

Lot 316 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-016

09-11-02-253-017

Lot 317 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-017

09-11-02-253-018

Lot 318 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-018

09-11-02-253-019

Lot 319 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-019

09-11-02-253-020

Lot 320 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-020

09-11-02-253-021

Lot 321 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-021

09-11-02-253-022

Lot 322 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-022

09-11-02-253-023

Lot 323 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-023

09-11-02-277-007

Tract 1:

A tract of land being a part of Section Two (2), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, being more particularly described as follows: Beginning at the Southwest Corner of the Northeast Quarter (NE¼) of said Section Two (2); proceed South 89 degrees 54 minutes 52 seconds (89° 54' 52") East 1327.02 feet along the South line of the Northeast Quarter (NE¼) of said Section Two (2) to the Southeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section Two (2); thence North 00° 05' 47" East 803.00 feet along the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section Two (2); thence South 89° 54' 52" East 1329.20 feet to the East line of the Northeast Quarter (NE¼) of said Section two (2); thence North 00° 15' 07" East 518.72 feet along the East line of the Northeast Quarter (NE¼) of said Section Two (2) to the Northeast Corner of the South Half (S½) of the Northeast Quarter (NE¼) of Section Two (2); thence North 89° 42' 39" West 2661.22 feet along the North line of the South Half (S½) of the Northeast Quarter (NE¼) of said Section Two (2); thence South 00° 03' 29" East 1331.17 feet to the true point of beginning;

EXCEPTING THEREFROM:

Beginning at the Southwest Corner of the Northeast Quarter (NE¼) of Fractional Section Two (2) proceed South 89° 54' 52" East 360.00 feet along the South line of said Northeast Quarter (NE¼) to the true point of beginning; continue thence South 89° 54' 52" East 967.02 feet along said South line to the Southeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 00° 05' 47" East 628.00 feet along the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 89° 54' 52" West 60.00 feet; thence North 00° 05' 47" East 338.44 feet along a line 60.00 feet West of and parallel to said East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Fractional Section Two (2) to a point 360.00 feet South of the North line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 89° 54' 52" West 907.02 feet parallel with the South line of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence South 00° 05' 47" West 966.44 feet parallel with the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2) to the true point of beginning;

ALSO EXCEPTING: Railside Estates Subdivision No.1, according to the Plat thereof recorded August 24, 2007 as Document No. 239740; all situated in the County of Ford and State of Illinois.

Tract 2:

Lots One (1), Thirty-six (36), Outlot 1 and Outlot 2 in Railside Estates Subdivision No.1, situated in the City of Gibson, County of Ford and State of Illinois, according to the Plat recorded August 24, 2007 as Document No. 239740 in the Recorder's Office of Ford County, Illinois.

PIN 09-11-02-251-004 (Tract 1) and 09-11-02-252-001 (Tract 2)

09-11-02-280-008

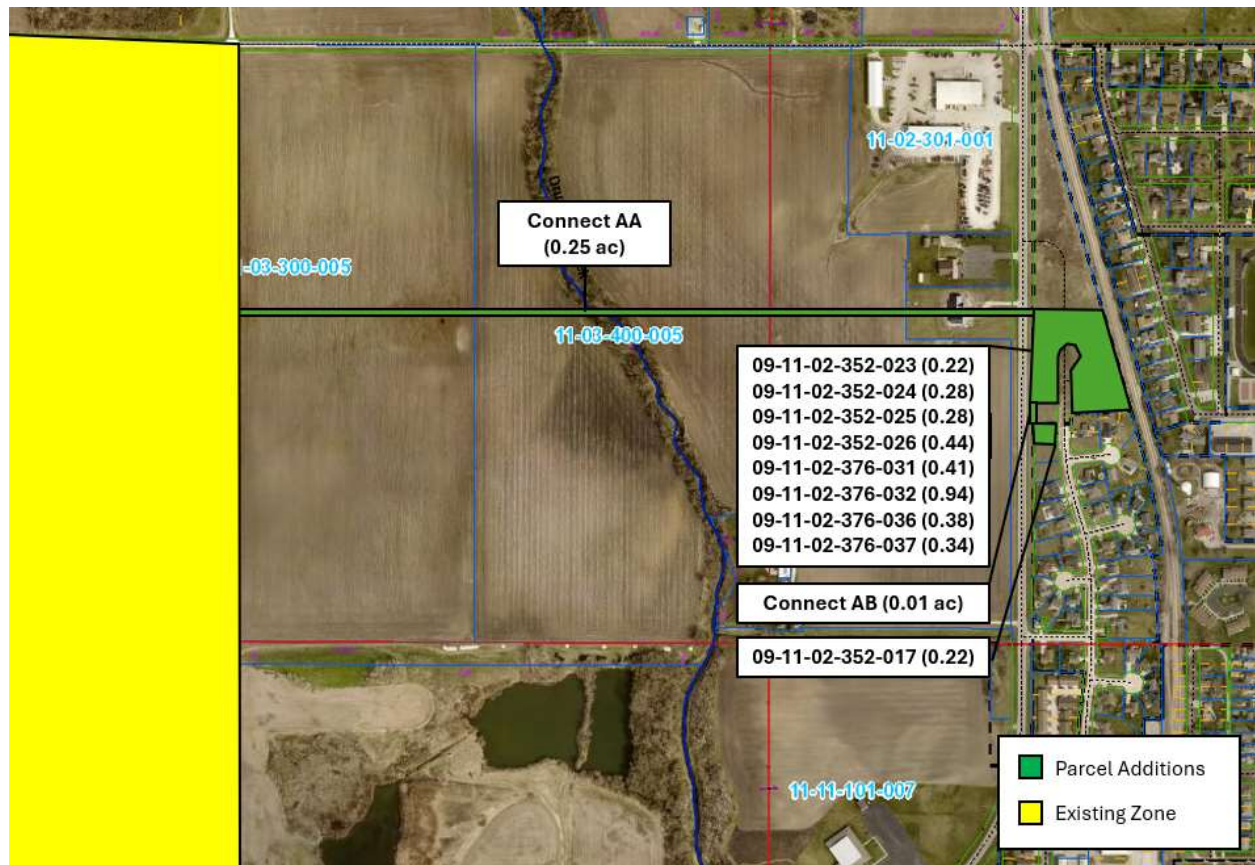
Lot 324 in Railside Estates Subdivision No. 3, as per Plat recorded August 28, 2013 as Document Number 257927, situated in Ford County, Illinois.

PIN: 09-11-02-251-004

Connect Z

A 3-foot connecting strip from the Northwest corner of parcel 09-11-03-300-005 extending 1.2 miles to the Northwest corner of parcel 09-11-02-253-012.

Falcon Pointe (3.79)



09-11-02-352-017

Lots 1 thru 68 inclusive in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-11-126-001; 09-11-11-126-002; 09-11-02-376-002

09-11-02-352-023

Lot 2 in Falcon Pointe Resubdivision as per plat recorded October 10, 2023 as Document No. 282127 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-023

09-11-02-352-024

Lot 20 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-024

09-11-02-352-025

Lot 4 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-025

09-11-02-352-026

Lot 5 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-026

09-11-02-376-031

Lot 8 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-031

09-11-02-376-032

Lot 9 in Falcon Pointe Resubdivision as per plat recorded October 10, 2023 as Document No. 282127 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-032

09-11-02-376-036

Lot 6 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-036

09-11-02-376-037

Lot 7 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-037

Connect AA

A 3-foot connecting strip from the Northeast corner of parcel 09-11-10-100-056 extending 0.67 miles to the Northwest corner of parcel 09-11-02-352-026.

Connect AB

A 3-foot connecting strip from the Southwest corner of parcel 09-11-02-352-023 extending 0.01 miles to the Northwest corner of parcel 09-11-02-352-017.

Downtown (3.14)



09-11-11-178-010

Tract I: The West one hundred and forty-five (145) feet of Lots One (1), Two (2), Three (3), Four (4) And Five (5) in block Seven (7) in the original Town Of Gibson, situated in the City Of Gibson, County of Ford And State of Illinois, and the West Half (W 1/2) of the vacated alley lying East of and adjoining said Lots, 1, 2, 3, 4, and 5 in Block 7 in the original Town Of Gibson, situated in the City Of Gibson, County of Ford And State of Illinois.

Tract II: That portion of Lot Six (6) lying West of a line parallel with and one hundred forty-five (145) feet East of the West line of said Lot Six (6), all in block Seven (7), in the original Town Of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois, and the West Half (W 1/2) of the vacated alley lying East of and adjoining said portion of said Lot 6 in Block 7 in the original Town Of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois.

Tract III: Lots Seven (7) and Eight (8) in Block Seven (7) in the original Town of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois.

Tract IV: Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Seven (7) in the original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

Tract V: Commencing at the Northwest Corner of Lot Fourteen (14) in Block Seven (7) in the original Town of Gibson, thence West fifteen

(15) feet thence South to the Right-of-Way of the Illinois Central Railroad, thence in a Northeasterly direction along the North line of said Right-Of-Way to the West line of said Lot Fourteen (14), thence North along the West line of said Lot Fourteen (14) to the place of beginning, all in the original Town of Gibson, situated in The City of Gibson, Ford County, Illinois and the East Half (E 1/2) of the vacated alley lying West of and adjoining said above described real estate, in Block Seven (7) in the original Town of Gibson, situated in The City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-178-010

09-11-11-183-017

Lot Seven (7) in Block Eight (8) in the Original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-183-017

09-11-11-254-001

The North Half (N½) of Lot One (1), Block Eleven (11) in the Original Town of Gibson, in the County of Ford and State of Illinois, ALSO part of the South Half (S½) of said Lot One (1), described as follows: Beginning at the Northeast Corner of the South Half (S½) of said Lot One (1) in Block Eleven (11) and running thence South Twelve and one-half (12½) feet, thence West Eighty (80) feet, thence North Nine and one-half (9½) feet, thence West Fifteen (15) feet to the East wall of the bank building, thence North Three (3) feet, thence East to the place of beginning, AND ALSO, Beginning at the Northwest Corner of the South Half (S½) of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, and running thence East 65.07 feet, thence South 1.74 feet, thence in a Westerly direction to a point on the West line of the South Half(S½) of said Lot One (1) which is 0.90 feet South of the place of beginning, and thence North along the West line of South Half(S½) of said Lot One (1), 0.90 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois, EXCEPTING THEREFROM the following described tract of land: Beginning at point which is located 65.07 feet East of the West line of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, and 3 feet South of the North line of the South Half (S½) of said Lot One (1), running thence East 14.93 feet, thence South 9.5 feet, thence East 9.32 feet, thence North 3.96 feet, thence West 9.10 feet, thence North 6.6 feet, thence West 15.15 feet, thence South 1.26 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-254-001

09-11-11-254-002

All of the South Half (S½) of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, save and except that portion thereof described as follows: Beginning at the Northeast Corner of the South Half (S½) of Lot One (1) and running thence South Twelve and one-half (12 1/2) feet, thence West Seventy and sixty-eight one-hundredths (70.68) feet; thence North Three and ninety-six one hundredths (3.96) feet, thence West Nine and ten one-hundredths (9.10) feet, thence North Six and six one-hundredths (6.06) feet, thence West Fifteen and fifteen one-hundredths (15.15) feet, thence in a Westerly direction to a point on the West line of the South Half (S½) of said Lot One (1) which is Ninety one-hundredths (0.90) feet South of the Northwest Corner of the South Half (S½) of said Lot One (1), thence North on the West line of the South Half (S½) of said Lot One (1), Ninety one-hundredths (0.90) feet to the Northwest Corner of the South Half (S½) of said Lot One (1), and thence East along the North line of the South Half (S½) of said Lot One (1) to the place of beginning, situated in the City of Gibson, in the County of Ford, and State of Illinois.

PIN: 09-11-11-254-002

09-11-11-254-003

The North Half (N 1/2) of Lot Two (2) in Block Eleven (11) of the Original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-254-003

09-11-11-329-005

Commencing at a point, fifty (50) feet South of the Northeast (NE) corner of Block Twelve (12) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford, and State of Illinois, and running thence West parallel with the North line of said Block Twelve (12), 150 feet to the West line of Lot Three (3) in said Block Twelve (12), thence South on the West line of said Lot Three (3) to the South line of said Block Twelve (12), thence East on line of said Block Twelve (12) 150 feet to the East line of said Block Twelve (12), thence North to the place of beginning, situated in City of Gibson, County of Ford, and State of Illinois.

PIN: 09-11-11-329-005

Connect AC

A 3-foot connecting strip from the Northeast corner of parcel 09-11-10-100-047 extending 0.874 miles to the Southwest corner of parcel 09-11-11-178-010.

Connect AD

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-178-010 extending 0.078 miles to the Northwest corner of parcel 09-11-11-254-001.

Connect AE

A 3-foot connecting strip from the Southwest corner of parcel 09-11-11-254-003 extending 0.039 miles to the Northeast corner of parcel 09-11-11-183-017.

Connect AF

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-183-017 extending 0.083 miles to the Northeast corner of parcel 09-11-11-329-005.

N Route 9 (46.28)



09-11-11-378-012

Lots Three (3), Four (4) and Five (5) in Block Thirty-nine (39) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois

PIN: 09-11-11-378-012

09-11-11-378-013

Lots Ten (10), Eleven (11) and Twelve (12) in Block Thirty-nine (39) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-378-013

09-11-11-378-020

All of Lots 4 and 5 and part of Lot 3 in Block 34 in Guthrie's Addition to Gibson, described as follows: Beginning at the Southwest Corner of Block 34 in Guthrie's Addition to Gibson, thence east on the South Line of said Block, 160 feet to the West Line of the alley running north and south through said block, thence north 117 feet, thence west 160 feet to the West Line of said Block 34, thence south on the West Line of said Block 34 a distance of 117 feet to the Place of Beginning, situated in the city of Gibson, County of Ford and State of Illinois.

PIN 09-11-11-378-020

09-11-11-378-039

Tract 1:

Lots 1 and 2 in Block 39 of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the South half of vacated 2nd Street lying North of and adjoining said Lot 1; and the West half of the vacated alley lying East of and adjoining said Lot 1 and said Lot 2;

Tract 2:

Lots 6 and 7 in Block 38 in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the North half of vacated 2nd Street lying South of and adjoining said Lot 7; and the West half of the vacated alley lying East of and adjoining said Lot 6 and said Lot 7; and the East half of the vacated alley lying West of and adjoining Lot 9 in said Block 38.

PIN 09-11-11-378-039

09-11-11-378-040

TRACT 1:

Lots One (1), Two (2), Thirteen (13) and Fourteen (14) in Block Thirty-nine (39) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the South half of vacated 2nd Street lying North of and adjoining said Lot 1; and the West half of the vacated alley lying East of and adjoining said Lot 1 and said Lot 2; and the East half of the vacated alley lying West of and adjoining said Lot 13 and said Lot 14; and the South half of vacated 2nd Street lying North of and adjoining said Lot 14; and the West half of vacated State Street lying East of and adjoining said Lot 13 and said Lot 14.

TRACT 2:

Lots Six (6), Seven (7), Eight (8) and Nine (9) in Block Thirty-eight (38) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the North half of vacated 2nd Street lying South of and adjoining said Lot 7 and said Lot 8; and the West half of the vacated alley lying East of and adjoining said Lot 6 and said Lot 7; and the East half of the vacated alley lying West of and adjoining said Lot 8 and said Lot 9; and the West half of vacated State Street that lies East of and adjoining said Lot 8 and said Lot 9.

TRACT 3:

Lot Seven (7) and the West Ten (10) feet of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the East half of vacated State Street lying West of and adjoining said Lot 7; and the North half of vacated 2nd Street lying South of and adjoining said Lot 7 and said West 10 feet of said Lot 8; and the West half of the vacated alley lying East of and adjoining said Lot 7; and the West half of the vacated alley lying West of and adjoining said West 10 feet of said Lot 8.

TRACT 4:

Lot Six (6) in Block Thirty-five (35) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the East half of vacated State Street lying West of and adjoining said Lot 6; and the West half of the vacated alley lying East of and adjoining said Lot 6.

TRACT 5:

The East One Hundred Fifty (150) feet of Lot Nine (9) in Block Thirty-five (35) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

TRACT 6:

Block Thirty-four (34) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, EXCEPT the following described real estate to wit: Beginning at the Southwest Corner of Block Thirty-four (34) in Guthrie's Addition to Gibson, thence East on the South line of said Block One Hundred Sixty (160) feet to the West line of the alley running North and South through said Block, as shown on the Original Plat of said Block, thence North One Hundred Seventeen (117) feet, thence West One Hundred Sixty (160) feet to the West line of said Block Thirty-four (34), thence South on the West line of said Block Thirty-four (34) a distance of One Hundred Seventeen (117) feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois; and the South half of vacated 2nd Street lying North of and adjoining Lot 1 and Lot 14 in said Block 34; and the East half of vacated State Street that lies West of and adjoining Lot 1, Lot 2 and that part of Lot 3 described above in said Block 34; and the East half of the vacated alley that lies West of and adjoining Lots 10, 11, 12, 13 and 14 in said Block 34; and the West half of the vacated alley lying East of and adjoining Lot 1 and Lot 2 and that part of Lot 3 described above in said Block 34.

TRACT 7:

Parcel A:

Beginning at the Southeast Corner of Block Thirty-five (35) of Guthrie's Addition to Gibson, running thence North 50 feet, thence West 150 feet, thence South 50 feet, thence East 150 feet to the place of beginning, all in Block Thirty-five (35) of Guthrie's Addition to Gibson, the same being the East 150 feet of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

Parcel B:

Commencing at the Southeast Corner of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, thence South 40 feet on the East line of said Lot Eight (8) extended, thence West 150 feet on a line parallel to the South line of said Lot Eight (8), thence North 40 feet, thence East on the South line of said Lot Eight (8) to the point of beginning, all in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-378-040 & 09-11-11-378-039

[09-11-14-201-006](#)

Beginning on the West Line of the Northeast Quarter of Section 14, Township 23 North of the Base Line, Range 7 East of the Third Principal Meridian, a distance of 386.89 Feet South of the Northwest Corner of said Northeast Quarter; thence South 00°06'40" West, 300.00 Feet on said West Line; thence South 89°42'38" East, 229.74 Feet; thence North 00°07'43" East, 300.00 Feet; and thence North 89°42'38" West, 229.83 Feet to the place of beginning, encompassing 1.582 Acres, situated in Ford County, Illinois,

PIN: 09-11-14-201-006

09-11-14-201-007

The North 1574.4 feet of even width of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Fourteen (14), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, situated in the County of Ford and State of Illinois, EXCEPTING THE FOLLOWING DESCRIBED TRACTS:

Tract 1:

Commencing at the Northeast corner of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M., and running thence South along the East edge of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$, 600 feet, thence West parallel with the North Section line, 400 feet, thence North parallel with said East side of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ 400 feet, thence East 200 feet parallel with the North line of said Section, thence North 200 feet, to the Section line, thence East to the point of beginning, all situated in the County of Ford and State of Illinois;

Tract 2:

A part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M., in Ford County, Illinois, being further described as follows: Beginning at a point which is on the East boundary line of State Highway Route 47 and 390 feet South of the center line of State Highway Route 9; thence East parallel to the center line of Route 9 for a distance of 285 feet; thence North parallel to the center line of Route 47 to the South boundary line of Route 9; and thence Westerly, Southwesterly and Southerly along the South and East boundary lines of Routes 9 and 47, respectively, to the place of beginning;

Tract 3:

Beginning on the North Section line of Section 14-23-7 East of the 3rd P.M. on the West line of Lott Blvd. extended and running thence South 753.6 feet on the West line of said Lott Blvd. extended, thence East 80 feet to the East line of said Lott Blvd. extended, thence North 753.6 feet, more or less, to the North Section line of said Section 14, thence West to the place of beginning, situated in the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M. in the City of Gibson, County of Ford and State of Illinois;

Tract 4:

Commencing at a brass plate which is on the North line of Section 14-23-7 East of the 3rd P.M., in the center of said Section (the same being the Quarter Section corner) and running thence East on said Section line a distance of 830 feet, thence South a distance of 703.6 feet on the West line of Lott Blvd. extended, for a place of beginning, and running thence West 40 feet parallel with the North Section line of said Section 14, thence South 50 feet parallel with the West line of Lott Blvd. extended, thence East 40 feet parallel with the North Section line of said Section 14, and thence North to the place of beginning, in the City of Gibson, County of Ford and State of Illinois;

Tract 5:

The West 100 feet of the following described tract: Commencing at the Northeast corner of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M. and running thence West along the North edge of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$, 200 feet to a place of beginning, and running thence South parallel with the East edge of the said $W\frac{1}{2}$ of the $NE\frac{1}{4}$, 200 feet, thence West parallel with the North Section line, 200 feet, thence North parallel with said East line of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$, 200 feet, thence East 200 feet along said North line of said Section to the point of beginning, situated in the County of Ford in the State of Illinois;

Tract 6:

The East 100 feet of the following described tract: Commencing at the Northeast corner of the W½ of the NE¼ of Section 14-23-7 East of the 3rd P.M. and running thence West along the North edge of said W½ of the NE¼, 200 feet to a place of beginning, and running thence South parallel with the said East edge of the said W½ of the NE¼, 200 feet, thence West parallel with the North Section line, 200 feet, thence North parallel with said East line of said W½ of the NE¼, 200 feet, thence East 200 feet along said North line of said Section to the point of beginning, situated in the County of Ford in the State of Illinois;

Tract 7:

Commencing at a point on the East line of the right-of-way of Illinois State Highway Route 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 325 feet along said highway right-of-way line, thence East 650 feet parallel with the South line of said NE¼ of said Section 14 to the point of beginning, thence South parallel with said highway right-of-way 325 feet to said South line of the NE¼ of said Section 14; thence East along said South line 150 feet, thence North parallel with said highway right-of-way 325 feet, thence West to the place of beginning, all in said NE¼ of said Section 14, in Ford County, Illinois;

Tract 8:

Beginning at a point on the East line of the right-of-way of Illinois State Highway Route 47 which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 325 feet along said highway right-of-way line, thence East 400 feet parallel with the South line of said NE¼ of Section 14, thence South parallel with said highway 325 feet to said South line of the NE¼ of Section 14, and thence West 400 feet along said South line to the point of beginning, in said NE¼ of Section 14, situated in Ford County, Illinois;

Tract 9:

Commencing at a point on the East line of the right of way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 385 feet along said highway right of way line, to the point of beginning, thence North 162.50 feet along said highway right of way line; thence East 100 feet parallel with the South line of said NE¼ of said Section 14, thence South parallel with said highway right of way 162.50 feet, thence West to the point of beginning, all in said NE¼ of said Section 14 in Ford County, Illinois;

Tract 10:

Beginning at a point on the East line of the right of way of Illinois State Highway Route 47 which is 39.75 feet East of the West line of the NE¼ of Section 14-23-7 East of the 3rd P.M. and 547.5 feet North of the South line of said NE¼, thence North 162.5 feet along said highway right of way line, thence East 200 feet parallel with said South line, thence South 162.5 feet parallel with said highway right of way line, and thence West 200 feet to the point of beginning, in said NE¼ of Section 14, situated in the County of Ford and State of Illinois;

Tract 11:

Beginning at a point on the East Line of the right-of-way of Illinois State Highway Route 47 which is 39.79 feet East of the West Line of the NE¼ of Section 14-23-7 East of the 3rd P.M. and 770 feet North of the South line of said NE¼, thence North 150 feet along said highway right-of-way line, thence East 200 feet parallel with said South line, thence South 150 feet parallel with said highway right-of-way line, and

thence West 200 feet to the point of beginning, in said NE¼ of Section 14, situated in Ford County, Illinois;

Tract 12:

A tract of land described as follows: Commencing at a point on the East line of the right-of-way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence East 400 feet on the South line of said NE¼ of said Section 14 to a point of beginning, thence North 325 feet parallel with Illinois State Highway 47 right-of-way line, thence East 100 feet parallel with the South line of the NE¼ of said Section 14, thence South 325 feet parallel with said highway right-of-way line, thence West 100 feet on the South line of the NE¼ of said Section 14 to the point of beginning, all in said NE¼ of said Section 14, in the County of Ford and State of Illinois;

Tract 13:

Commencing at a point on the East line of the right-of-way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 385 feet along said highway right-of-way line, to the point of beginning, thence East 800 feet parallel with South line of said NE¼ of said Section 14, thence South parallel with said highway right-of-way 60 feet, thence West 800 feet parallel with the South line of said NE¼ of said Section 14 to the highway right-of-way line, thence North to the point of beginning, all in said NE¼ of said Section 14 in Ford County, Illinois;

Tract 14:

The portion of the NE¼ of Section 14-23-7 East of the 3rd P.M., situated in the County of Ford and State of Illinois, that lies South of the centerline of the drainage ditch that runs in an Easterly and Westerly direction through said tract, which drainage ditch is under the jurisdiction of the Sangamon and Drummer Drainage District, EXCEPTING THEREFROM TRACTS 7 THROUGH 13 INCLUSIVE, DESCRIBED ABOVE;

Tract 15:

Beginning at the Southwest Corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence South 90 degrees 00.0 minutes East a distance of 540.1 feet on the South Line of said NE¼, thence North 00 degrees 00.7 minutes East 8.2 feet to a true point of beginning, thence North 00 degrees 00.7 minutes East 325.6 feet to the South Line of Lynn Street, thence South 89 degrees 37.3 minutes East 150.2 feet along the South Line of Lynn Street, thence South 00 degrees 15.7 minutes West 324.7 feet, and thence North 89 degrees 44.2 minutes West 148.8 feet to the true point of beginning; in said NE¼, situated in the County of Ford and State of Illinois;

Tract 16:

A tract of land described as follows: Beginning on the West Line of the NE¼ of Section 14-23-7 East of the 3rd P.M. a distance of 386.89 feet South of the Northwest Corner of said NE¼; thence South 00 degrees 06 minutes 40 seconds West 300.00 feet on said West line; thence South 89 degrees 42 minutes 38 seconds East 229.74 feet; thence North 00 degrees 07 minutes 43 seconds East 300.00 feet; and thence North 89 degrees 42 minutes 38 seconds West 229.83 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois.

09-11-14-226-009

Beginning on the North line of the Northeast Quarter of Section 14, Township 23 North, Range 7 East of the Third Principal Meridian, 316.26 feet West of the Northeast corner of said Northeast Quarter; thence West 554.96 feet on said North line; thence 89 degrees, 57 minutes, 13 seconds to the left 730.76 feet on the East line of Wood Street; thence 89 degrees, 53 minutes, 30 seconds to the left 555.87 feet; and thence 90 degrees, 10 minutes, 47 seconds to the left 732.26 feet to the place of beginning, situated in Ford County, Illinois.

Except the following:

Beginning at the Northeast corner of the Northeast Quarter of Section 14, Township 23 North of the Base Line, Range 7 East of the Third Principal Meridian; thence South 90 degrees, 00 minutes, 00 seconds West a distance of 316.68 feet on the North line of said Northeast Quarter; thence South 00 degrees, 07 minutes, 30 seconds East 28.63 feet to a true point of beginning; thence continuing South 00 degrees, 07 minutes, 30 seconds East 360.00 feet; thence North 89 degrees, 57 minutes, 25 seconds West 200.00 feet; thence North 00 degrees, 07 minutes, 30 seconds West 360.00 feet; and thence South 89 degrees, 57 minutes, 25 seconds East 200 feet on the South line of the Right of Way of Illinois Highway Route 9 to the true point of beginning, together with that part of said Northeast Quarter lying adjacent to an North of the above- described tract of land, being 200 feet from East to West, subject to the Right of Way of Illinois Highway Route 9 as it now exists, and excepting that part of said tract conveyed to the State of Illinois as set out in a Deed recorded in Book 91 of Deeds, Page 14, situated in Ford County, Illinois.

PIN: 09-11-14-226-009

Connect AG

A 3-foot connecting strip from the Southeast corner of parcel 09-11-10-100-047 extending 0.913 miles to the Northwest corner of parcel 09-11-11-378-039.

Connect AH

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-378-040 extending 0.073 miles to the Northwest corner of parcel 09-11-14-201-007.

Connect AI

A 3-foot connecting strip from the Northeast corner of parcel 09-11-14-201-007 extending 0.086 miles to the Southwest corner of parcel 09-11-14-226-009.

Key to Maps Above:



Existing Enterprise Zone



Enterprise Zone Deletions



Proposed Enterprise Zone and Connectors

NOTE: Total Existing Zone Area = **14.729** Square Miles
Proposed Deletions will remove **0.331** Square Miles
to the proposed Enterprise Zone and will add **2.491** Square Miles
Total Area with Expansion = **16.889** Square Miles (3.111 Remaining)

EXHIBIT "B"

AN AMENDMENT TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015.

That said Agreement shall be amended to reflect deletions and additions to the Legal Description of the Bloomington-Normal Enterprise Zone, as defined in Amendment 5 found below:

DELETIONS

Bloomington (-115.65)

BNWRD (-115.65)

21-07-226-012

Tract No. 1:

A part of the Northeast 1/4 of section 7, and a part of Lot 16 in the Subdivision of Section 6 as shown in Book 37 of Deeds on page 5 in the McLean County Recorder of Deeds office, all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing at the northeast corner of Lot 16; thence south 01 degrees 51 minutes 00 seconds east, 546.92 feet on the east line of said Lot 16 to the Point of Beginning; thence continuing south 01 degrees 51 minutes 00 seconds east, 760.44 feet on the east line of said Lot 16 to the north right of way line of the former G. M. & O railroad; thence south 61 degrees 00 minutes 31 seconds west, 1240.91 feet on the north right of way line of said former G. M. & O. Railroad to the east right of way line of FAI Route 55, Section 57-6; thence north 10 degrees 27 minutes 52 seconds east, 2101.51 feet on the east right of way line of said FAI Route 55, Section 57-6, to the south right of way line of the P.& E. Railroad as shown in plat book 6 on page 37 and recorded in book 78 of deeds on page 287 in the McLean County Recorder of Deeds office; thence north 88 degrees 33 minutes 14 seconds east 319.50 feet on the south right of way line of said P.& E. Railroad; thence south 01 degrees 51 minutes 00 seconds east, 722.00 feet parallel with the east line of said lot 16; thence north 88 degrees 33 minutes 14 seconds east, 336.57 feet parallel with the south right of way line of said P.& E. Railroad to the Point of Beginning, in McLean County, Illinois.

Tract 2:

Lots 1, 2 and 3 in the Subdivision of the East Half of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, except Beginning at the Northeast Corner of said Half Section, thence due west 539.0 feet, thence south 26°-30' east 681 feet to center of Public Road, thence north 62°-30' east along center of said road 240 feet to the east line of said section, thence north along the east line of said section 501 feet to the Point of Beginning.

Tract 3:

All that portion of the Southwest Quarter of the Southeast Quarter of said Section 6, lying south of the right of way of the Chicago, Jacksonville and St. Louis Railroad, all in Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 4:

That part of Lots 14 and 15 in Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, lying south of the Right-of-Way of the Jacksonville branch of the Chicago and Alton Railroad, except: A part of lot 14 in Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, lying south of the Right-of-Way of the Jacksonville Branch of the Chicago and Alton Railroad, more particularly described as follows: Beginning at the Southeast Corner of said Lot 14. From said Point of Beginning, thence west 319.85 feet along the South Line of said Lot 14; thence northwest 497.67 feet along a line which forms an angle to the left of 107°-37'-17" with the last described course to a Point of Curvature; thence northwest 209.33 feet along the arc of a curve concave to the east with a radius of 618.00 feet and the 208.34 foot chord of said arc forms an angle to the left of 170°-17'-46" with the last described course to a Point of Tangency; thence north 199.04 feet along a line which forms an angle to the left of 170°-17'-46" with the last described chord to the Southeasterly Right-of-Way Line of said Jacksonville Branch of the Chicago and Alton Railroad; thence northeast 492.40 feet along said South Right-of-Way Line which forms an angle to the left of 118°-47'-07" with the last described course to the North Line of said Lot 14, said North Line also the South Line of Olive Street; thence east 28.25 feet along said North Line which forms an angle to the left of 148°-37'-33" with the last described course to the Northwest Corner of Lot 25 in Block 2 in Sunnyside Subdivision in the City of Bloomington, McLean County, Illinois, said northwest corner also being the East Line of said Lot 14; thence south 1101.30 feet along said east line and along the West Line of said Sunnyside Subdivision to the Point of Beginning.

Tract 5:

All of that part of the Northwest Quarter of the Northeast Quarter of Section 7, lying south of the Right-of-Way of the Chicago, Jacksonville, and St. Louis Railroad; Except from the above all that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings, by Warranty Deed recorded April 25, 1962 as Document No. 24226, in McLean County, Illinois.

Tract 6:

The Southwest Quarter of the Northeast Quarter of Section 7, lying north of the county road and known as Lot 8 of said Southwest Quarter of the Northeast Quarter of said Section 7, all in Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois,

Except that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings by Warranty Deed recorded April 26, 1962 as Document No. 24226.

Normal (-95.95)

ISU Campus (-1.46)

14-28-404-001

Lot 51 in Normal Town Survey of 1898 of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book 6 of Plats, page 23, lying South of West Beaufort Street, North of the North right of way line of the Union Pacific Railroad and West of Lot 36 of the Subdivision of part of Block 3 in the 5th Addition to Normal, McLean County, Illinois.

PIN: 14-28-404-001

14-28-404-002

Lots 36, 37, 38, 39, 40, 41, 42, and the West 18 ½ feet of Lot 43 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof, recorded February 12, 1869 in Book 1 of plats, page 69;

And,

All that part of the vacated alley lying between Lots 39 and 40 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof, recorded February 12, 1869 in Book 1 of Plats, page 69.

PIN 14-28-404-002

14-28-404-003

Tract No. 1:

Lot 43, except the West 18-1/2 feet thereof, all of the Lots 44, 45, 46, 47, 48 and 49 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

Tract No. 2:

All that part of the vacated alley lying between Lots 43 and W in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

Tract No. 3:

All that part of the vacated alley lying between Lots 47 and 48 in the Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN: 14-28-404-003

14-28-404-004

Lots 50 and 51 in the Subdivision of part of Block 3 in Fifth Addition to the Town of Normal. according to the plat thereof recorded February 6, 1869 in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN: 14-28-404-004

14-28-404-006

18.1 feet of even width off the entire East side of Lot 59, together with 10 feet of vacated alley between Lots 59 and 60, an all of Lots 60, 61 and 62 and all of Lot 63, EXCEPT 5 feet off the entire East side of Lot 63, all lying in Worden's Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the Plat recorded in Book 1 of Plats, page 69, in McLean County, Illinois.

PIN 14-28-404-006

14-28-404-007

Lot 64 and the east 5 feet of Lot 63 in Worden's Subdivision of part of Block 3 in the Fifth Addition to the Town of Normal, according to the plat thereof recorded in Book 1 of Plats, page 69, in McLean County, Illinois,

Less and except the following strip of land: Beginning at the northeast corner of Lot 64. From said Point of Beginning, thence southwest 24.16 feet along the north line of said Lot 64; thence southeast 23.13 feet along a line which forms an angle to the right of 61°15'00" with the last described course to a point on the east line of said Lot 64; thence north 24.11 feet along said east line which forms an angle to the right of 61°29'53" with the last described course the Point of Beginning.

PIN: 14-28-404-007

14-28-404-008

A parcel of land located in the North Half of the Southeast Quarter of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian at Normal, McLean County, Illinois, said parcel of land being more particularly described as follows: From the Southwest corner of Lot 36 in the Resubdivision of Block 2 of the Fifth Addition to the Town of Normal, said point being on the Northwest line of the former Chicago and Mississippi Railroad Company's now Illinois Central Gulf Railroad Company's original 100 foot wide right of way, run Northeasterly along the Southeast line of said Block 2, being along the Northwest Line of said original 100 foot wide right of way, 195.80 feet to the Point of Beginning for the description of the premises to be herein conveyed; thence Southeasterly at a right angle to the last described course, 25 feet to a line that lies parallel with and 25 feet normally distant Northwesterly from the centerline of the Illinois Central Gulf Railroad's Normal District southbound main track; thence Northeasterly along said parallel line, 463.36 feet to the West right of way line of Fell Avenue; thence North along said West right of way line, said West line forming an angle of 57 degrees 20 minutes to the left with an extension of the last described course, 29.70 feet to the aforesaid Northwest line of said original 100 foot wide right of way; thence Southwesterly along said a northwest right of way line, being along a line forming an angle of 122 degrees 40 minutes to the left with an extension of said West Line of Fell Street, 479.39 feet to said Point of Beginning, all as shown on plat of survey dated July 1979, said plat having been prepared by David A. Schmelig, Illinois Registered Land Surveyor No 35-2321.

PIN: 14-28-404-008

Warehouse Rd (-80.17)

14-09-400-010

The West 250 feet of the south 350 feet of the following-described property: A part of the South Half of the South Half of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as: Beginning at a point on the West right-of-way line of the Illinois Central Railroad, which point is 40 feet North of the South line of said Section 9 and which point is also on the North right-of-way line of Northtown Road. From said Point of Beginning, thence West 458.37 feet along said North right-of-way line (said North right-of-way line being 40 feet North of and parallel with the South line of said Section 9), thence North 773.2 feet to a point which is 525 feet South of the North line of the South Half of said South Half and which point is also 426.6 feet West of the West right-of-way line of the Illinois Central Railroad, thence East 426.6 feet to a point on the West right-of-way line of the Illinois Central Railroad, said point being 528 feet South of the North line of the South Half of said South Half (as measured along said West right-of-way line), thence South 771.12 feet along said West right-of-way line to the Point of Beginning.

PIN: 14-09-400-010

14-16-151-001

Lot 1 in Travel Center Subdivision according to the plat recorded December 23, 2021 as Document No. 2021-30211 in the Town of Normal, McLean County, Illinois,

PIN: 14-16-151-001

14-16-200-071

Tract No. 1:

Lot 12 in the Sixth Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded December 20, 1977 as Document No. 77-19828, in McLean County, Illinois,

Also, the west 75 feet of that part of the Illinois Central Gulf Railroad right of way lying east of and adjacent to Lot 12 in the Sixth Addition to Northtown Subdivision to the Town of Normal, according to the plat thereof recorded December 12, 1977 as Document No. 77-19828, being a part of Lot 26 in the County Clerk's Subdivision of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Tract No. 2:

Lot 13 in the Seventh Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded June 20, 1978 as Document No. 78-9165, in McLean County, Illinois,

Also, a part of the Northeast 1/4 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being the west 75 feet of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad) bounded on the north by the easterly extension of the north line of Lot 13 in

the Sixth Addition to Northtown Subdivision, Normal, Illinois, and bounded on the south by the easterly extension of the northerly right of way line of a railroad spur constituting a part of Lot 21 in Northtown Subdivision, Fourteenth Addition.

Tract No. 3:

A part of Lot 21 in the Fourteenth Addition to Northtown Subdivision in the Town of Normal, according to the plat thereof recorded January 9, 1989 as Document No. 89-394, described as follows: Beginning at the northwest corner of Lot 14 in the Eighth Addition to Northtown Subdivision, Normal, Illinois; thence south 00 degrees 09 minutes west, 901 feet along the east line of said Lot 14; thence north 90 degrees 00 minutes west 86.5 feet to a point on curve, said point being the Point of Beginning; thence southeasterly, along a curve to the left, concave to the northeast, with an initial tangent bearing south 16 degrees 40 minutes east and a radius of 427.13 feet, a distance of 546.53 feet to a point of tangency; thence south 90 degrees 00 minutes east 141.92 feet to the southeast corner of Outlot 15 in said Eighth Addition to Northtown Subdivision; thence south 00 degrees 00 minutes east 10.00 feet to the southwest corner of Lot 13 in the Seventh Addition to Northtown Subdivision; thence north 90 degrees 00 minutes east 72.52 feet to a point of curvature; thence southeasterly along a curve to the right, concave to the southwest, with a radius of 446.68 feet, a distance of 386.99 feet to the southeast corner of said Lot 13, said corner being on the westerly right of way line of the Illinois Central Gulf Railroad; thence west 02 degrees 25 minutes east 52.35 feet, along said westerly right of line, to a point on curve; thence northwesterly along a curve to the left, concave to the southwest, with an initial tangent bearing north 06 degrees 46 minutes west, and a radius of 416.68 feet, a distance of 402.45 feet to a point on curve; thence north 00 degrees 00 minutes east 10.00 feet; thence north 90 degrees 00 minutes west 214.44 feet to a point of curvature; thence northwesterly, along a curve to the right, concave to the northeast with a radius of 457.13 feet, a distance of 593.99 feet, thence east to the Point of Beginning, in Mclean County, Illinois.

Tract No. 4:

Lot 22 in the Fifteenth Addition to Northtown Subdivision according to the plat recorded December 10, 1993 as Document No. 98-38091 in the Town of Normal, Mclean County, Illinois.

14-16-200-072

A part of Lot 14 in the Eighth Addition to Northtown Subdivision, Normal, Illinois, according to the plat thereof recorded August 21, 1979 as Document no. 1979-10771, in Mclean County, Illinois, Recorder of Deeds Office, in the west 1/2 of the northeast 1/4 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of said Lot 14; thence south 90 degrees 00 minutes 00 seconds west 81.92 feet on the south line of said

Lot 14; thence northwesterly 546.53 feet along the southerly line of said Lot 14 on a non-tangential curve concave to the northeast having a central angle of 73 degrees 18 minutes 42 seconds, a radius of 427.13 feet and a chord of 510.00 feet bearing north 53 degrees 21 minutes 57 seconds west from the last described course to a point on the westerly line of said Lot 14, said point lying on the south line of parcel 21-8, according to the plat thereof recorded as document no. 2014-10908 in said recorder of deeds office; thence north 90 degrees 00 minutes 00 seconds east 86.57 feet on said south line to the west line of said Lot 14; thence south 89 degrees 59 minutes 01 second east 304.60 feet to the easterly

line of said Lot 14, said point also being the northwest corner of Lot 4 in Second Addition to Northtown Subdivision, according to the plat thereof recorded as document no. 75-8082 in said Recorder of Deeds Office; thence south 00 degrees 00 minutes 00 seconds west 100.00 feet on the easterly line of said lot 14 to the southwest corner of said Lot 4; thence north 90 degrees 00 minutes 00 seconds east 100.00 feet to the southeast corner of said Lot 4 on the east line of said Lot 14; thence south 00 degrees 00 minutes 00 seconds west 204.23 feet on the east line of said Lot 14 to the Point of Beginning,

PIN: 14-16-200-026

14-16-251-013

Lot 1 in Unit 5 Vehicle Maintenance Facility Subdivision in the Town of Normal, McLean County, Illinois according to the plat recorded April 28, 2000, as Document No. 2000-10262 in the McLean County Recorder's Office.

PIN 14-16-251-013

Sudds (-14.32)

14-22-476-022

Lots 15, 16, 17 and 18 in the Sixth Addition to Sud's Business Park Subdivision, in the Town of Normal, according to the Plat thereof recorded October 12, 1993 as Document No. 93-30517, in McLean County, Illinois, EXCEPT the following tract:

A part of Lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the Northernmost corner of said Lot 18. Front said Point of Beginning, thence Southeasterly 255.40 feet along the Northeasterly line of said Lot 18 to the Easternmost corner thereof; thence Southwesterly

24.12 feet along the Southeasterly line of said Lot 18, said Southeasterly line being the arc of a curve concave to the Southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the Left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence Northeasterly 221.51 feet along a line which forms an angle to the Left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the Northwesterly line of said Lot 18 lying 100.00 feet Southwesterly from the Point of Beginning; thence Northeasterly 100.00 feet along said Northeasterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

PIN 14-22-476-022

14-23-351-004

Lot 20 in the Sixth Addition to Sud's Business Park Subdivision, in the Town of Normal, according to the Plat thereof recorded October 12, 1993 as Document No. 93-30517, in McLean County, Illinois.

PIN 14-23-351-004

14-23-351-005

Lot 21 in the Sixth Addition to Sud's Business Park in the Town of Normal, McLean County, Illinois.

PIN: 14-23-351-005

14-23-351-006

Tract 1:

Lot 19 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois.

Tract 2:

A part of lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois, described as follows: Beginning at the northernmost corner of said Lot 18. From said point of beginning, thence southeasterly 255.40 feet along the northeasterly line of said Lot 18 to the easternmost corner thereof; thence southwesterly 24.12 feet along the southeasterly line of said Lot 18, said southeasterly line being the arc of a curve concave to the southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence northwesterly 221.51 feet along a line which forms an angle to the left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the northwesterly line of said lot 18 lying 100.00 feet southwesterly from the Point of Beginning; thence northeasterly 100.00 feet along said northwesterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in Mclean County, Illinois.

PIN: 14-23-351-006

14-23-351-007

A part of the Southern Pacific Railroad right of way in the Southeast 1/4 of Section 22 and in the Southwest 1/4 of Section 23, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 100 feet of even width more particularly described as follows: Beginning at the point of intersection of the Southeast right of way line of the Southern Pacific Railroad with the East line of the Southeast 1/4 of Section 22, said point also being on the Northerly line of Lot 19 in Sixth Addition to Sud's Business Park; thence North 39 degrees 36 minutes 57 seconds West, 100.00 feet; thence North 50 degrees 23 minutes 03 seconds East, 438.36 feet parallel with said Southeast railroad right of way line; thence South 39 degrees 36 minutes 57 seconds East, 100.00 feet to the Northeast corner of Lot 20 in Sixth Addition to Sud's Business Park on said Southeast railroad right of way line; thence South 50 degrees 23 minutes 03 seconds West, 438.36 feet on said railroad right of way line and North line of Lot 20 and Lot 19 in said Sixth Addition to Sud's Business Park to the point of beginning, in McLean County, Illinois.

PIN 14-23-351-007

14-23-352-006

Tract 1:

Lot 19 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois.

Tract 2:

A part of lot 18 in the Sixth Addition to Sud's Business Park in the Town of Normal, Mclean County, Illinois, described as follows: Beginning at the northernmost corner of said Lot 18. From said point of beginning, thence southeasterly 255.40 feet along the northeasterly line of said Lot 18 to the easternmost corner thereof; thence southwesterly 24.12 feet along the southeasterly line of said Lot 18, said southeasterly line being the arc of a curve concave to the southeast with a radius of 135.00 feet and the 24.09 foot chord of said arc forms an angle to the left of 117 degrees 40 minutes 00 seconds with the last described course to a point of tangency; thence northwesterly 221.51 feet along a line which forms an angle to the left of 78 degrees 47 minutes 09 seconds with the last described chord to a point on the northwesterly line of said lot 18 lying 100.00 feet southwesterly from the Point of Beginning; thence northeasterly 100.00 feet along said northwesterly line which forms an angle to the left of 106 degrees 19 minutes 55 seconds with the last described course to the Point of Beginning, in Mclean County, Illinois.

PIN: 14-23-351-006

[14-22-477-004](#)

Lot 12 in the Fourth Addition to Sud's Business Park in the Town of Normal according to the Plat thereof recorded October 21, 1992 as Document No. 92-30113 in McLean County, Illinois.

PIN: 14-22-477-006

[14-27-126-008](#)

Lots 1 in Skatium Subdivision in the Town of Normal, according to the plat thereof recorded October 22, 1982 as Document No. 82-9787 in McLean County, Illinois.

PIN: 14-27-126-008

ADDITIONS

Bloomington (77.1)

E Empire (62.13)

14-34-480-030

Description of Property

Lot 1 in Verizon Empire Street Subdivision, according to plat recorded August 28, 2007 as Document No. 2007-24008, in McLean County, Illinois,

Except that portion of Lot 1 conveyed to the People of the State of Illinois, Department of Transportation described in Warranty Deed recorded January 21, 2025 as Document No. 2025-635 in the McLean County Recorder's Office, McLean County, Illinois.

PIN 14-34-480-030

21-02-126-013

Description of Property

Tract 1:

Lots 1, 2 and 3 in the Eastland Mall Subdivision in Bloomington, Illinois, according to the plat thereof recorded January 7, 1999 as Document Number 99-490 and as amended by Document Number 2000-24331 recorded September 29, 2000, in McLean County, Illinois.

Tract 2:

A part of Lots 10 in Second Addition Medical Hills Subdivision, situated in the City of Bloomington, in the County of McLean, and State of Illinois, more particularly bounded and described as follows:

Commencing at the Southeast Corner of Lot 1 Medical Hills Subdivision thence south 89°-48' east 154.5 feet along the North Line of Eastland Drive in the City of Bloomington to the Southwest Corner of Lot 14 in the Fourth Addition to Medical Hills Subdivision in the City of Bloomington, thence north 01°-09' west along the West Line of said Lot 14, said line being parallel with the East Line of Fairway Drive, 282 feet to the Northwest Corner of said Lot 14 being a point on the North Line of said Lot 10; thence north 89°-48' minutes west along said North line, 154.5 feet to the Northeast Corner of said Lot 1; thence south 01°-09' east along the East line of said Lot 1, 282 feet to the Southeast Corner of said Lot 1; together with a strip of land contiguous to the West property line of the above described property legally described as the East 67 feet of Lot 1, Medical Hill Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded April 15, 1971 as Document Number 71-2767, in McLean County, Illinois.

Tract 3:

A part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of the Northwest Quarter of said Northwest

Quarter; thence north 01°-32' west 525.04 feet along the East Line of the Northwest Quarter of said Northwest Quarter to a point which is 872.21 feet south of the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence north 89°-48' west 776 feet parallel with the South Line of the Northwest Quarter of said Northwest Quarter; thence southeast 64.83 feet along an arc of a curve of radius 339.70 feet, said curve being concave to the west and the 64.73 feet chord of said arc bears south 06°-37' east to a Point of Tangency; thence south 01°-09' east 460.78 feet to a point on the South Line of the Northwest Quarter of said Northwest Quarter, said point being 773.63 feet west of the Point of Beginning; thence south 89°-48' east 773.63 feet along the south Line of the Northwest Quarter of said Northwest Quarter to the Point of Beginning, in McLean County, Illinois.

PIN 21-02-126-013

Connect A

Description of Property

A 3-foot connecting strip from the Southeast corner of parcel 14-34-480-030 extending 0.32 miles to the Northwest corner of parcel 21-02-126-013.

Connect B

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 21-02-126-013 extending 0.61 miles to the Northwest corner of parcel 21-01-126-012.

1202 Eastport Dr (0.54)

14-36-351-009

Description of Property

Lots 1 in Eastport Development, a Subdivision in the City of Bloomington, according to the plat thereof recorded November 15, 1984 as Document Number 84-14224, in McLean County, Illinois,

PIN 14-36-351-009

Connect C

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 14-36-351-009 extending 0.01 miles to parcel 21-01-126-012.

Terra (14.43)

15-31-227-026

Description of Property

HAWTHORNE COMMERCIAL SUB 16TH ADD LOT 187

PIN 15-31-227-026

15-31-277-009

Description of Property

HAWTHORNE COMMERCIAL SUB 14TH ADDN LOT 23

PIN 15-31-277-009

15-31-278-001

Description of Property

SEC 31-24-3E PT E1/2 NE - BEG 763.77' W INT W LN TOWANDA BARNES RD & S LN E1/2 NE, N785.43' , W416.71' , S780.24' E TO POB (EX THAT PT LYG W OF WOODBINE RD & S OF PAMELA DR)

PIN 15-31-278-001

15-31-278-004

Description of Property

SEC 31-24N-3E BEG INT N/L PAMELA DR & W/L LESLIE DR, W332.01', N453.02', W TO E/L WOODBINE RD, N TO S/L RESUB LOT 20 12TH ADD HAWTHORNE COMMERCIAL SUB, E545.12', S ALG LESLIE DR TO POB (EX HAWTHORNE COMMERCIAL SUB 16TH ADD)

PIN 15-31-278-004

Connect D

Description of Property

A 3-foot connecting strip from the Southeast corner of parcel 15-31-227-026 extending 0.01 miles to the Northeast corner of parcel 15-31-278-004.

Connect E

Description of Property

A 3-foot connecting strip from the Southwest corner of parcel 15-31-278-004 extending 0.01 miles to Northwest corner of parcel 15-31-277-009.

Normal (342.28)

Heather Ridge (88.47)

14-11-200-013

Description of Property

The Northeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois;

Except North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded June 13, 2001 as Document No. 2001-19002, in the Town of Normal, McLean County, Illinois;

Except the First Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded October 25, 2002 as Document No. 2002-38617, in the Town of Normal, McLean County, Illinois;

Except the Second Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded July 3, 2003 as Document No. 2003-32943, in the Town of Normal, McLean County, Illinois;

Except the Third Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded June 23, 2004 as Document No. 2004-21382, in the Town of Normal, McLean County, Illinois;

Except the Fourth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2007 as Document No. 2007-23081, in the Town of Normal, McLean County, Illinois;

Except the Fifth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 2006 as Document No. 2006-30158, in the Town of Normal, McLean County, Illinois;

Except the Sixth Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 19, 2007 as Document No. 2007-31422, in the Town of Normal, McLean County, Illinois;

Except the Seventh Addition to North Bridge Subdivision, being a part of the Northeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded April 18, 2022 as Document No. 2022-9494, in the Town of Normal, McLean County, Illinois;

Except First American Baptist Church Subdivision in the Town of Normal, according to the plat thereof recorded October 4, 2000 as Document No. 2000-24763, in the Town of Normal, McLean County, Illinois.

PIN 14-11-200-013

14-11-401-006

Description of Property

All that portion of the Southeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois lying North of the Fifth Addition to Heather Ridge Subdivision, according to the plat thereof recorded November 10, 2016 as Document No. 2016-21575, and lying west of the Sixth Addition to Heather Ridge Subdivision, according to the plat thereof recorded October 10, 2023 as Document No. 2023-13982, in McLean County, Illinois.

PIN 14-11-401-006

14-11-477-001

Description of Property

The Southeast Quarter of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County Illinois;

Except North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded May 16, 2001 as Document No. 2001-15215, Normal, in McLean County, Illinois;

Except the First Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 15, 2001 as Document No. 2001-38364, Normal, in McLean County, Illinois;

Except the Second Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded May 17, 2002 as Document No. 2002-17873, Normal, in McLean County, Illinois;

Except the Third Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded September 9, 2003 as Document No. 2003-46323, in McLean County, Illinois;

Except the Fourth Addition to North Fields Subdivision, according to the plat thereof recorded July 16, 2004 as Document No. 2004-23960, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, to the Town of Normal, in McLean County, Illinois;

Except the Fifth Addition to North Fields Subdivision, being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 east of the Third Principal Meridian, according to the plat thereof recorded September 17 2004 as Document No. 2004-31805, in Mclean County, Illinois;

Except Heather Ridge-Verizon Subdivision according to the plat thereof recorded March 27, 2001 as Document No. 2001-8729, in McLean County, Illinois;

Except Heather Ridge Subdivision of a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the third Principal Meridian, according to the plat thereof recorded July 25, 2001 as Document No. 2001-24316, in McLean County, Illinois;

Except the First Addition to Heather Ridge Subdivision in the Town of Normal, according to the plat thereof recorded November 8, 2002 as Document No. 2002-42946, in McLean County, Illinois;

Except the Second Addition to Heather Ridge Subdivision being a part of the Northeast 1/4 and part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian,

according to the plat thereof recorded August 12, 2003 as Document No. 2003-40784, in McLean County, Illinois;

Except the Third Addition to Heather Ridge Subdivision being a part of the Southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded July 2, 2004 as Document No. 2004-2385, in McLean County, Illinois;

Except the Fourth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded May 11, 2007 as Document No. 2007-11852, in McLean County, Illinois;

Except the Fifth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded November 10, 2016 as Document No. 2016-21575, in McLean County, Illinois;

Except the Sixth Addition to Heather Ridge Subdivision, being a part of the southeast 1/4 of Section 11, Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, according to the plat thereof recorded October 10, 2023 as Document No. 2023-13982, in McLean County, Illinois.

PIN 14-11-477-001

Connect F

Description of Property

A 3-foot connecting strip from the Northeast corner of parcel 14-16-226-002 extending 1.86 miles to the Southwest corner of parcel 14-11-477-001.

Connect G

Description of Property

A 3-foot connecting strip from the Northwest corner of parcel 14-11-477-001 extending 0.24 miles to the Southeast corner of parcel 14-11-401-006.

Raab Road (36.57)

14-16-405-002

Outlot 509 in the Third Addition to Constitution Trail Centre a Planned Unit Development in the Town of Normal, according to the plat thereof recorded June 5, 2008 as Document Number 2008- 00015764, in McLean County, Illinois.

PIN 14-16-405-002

14-16-476-001

Lot 7 in the Subdivision of Lots 7 and 12 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, except the East 330 feet thereof, in McLean County, Illinois.

PIN 14-16-476-001

14-16-476-002

Lot 8 in the Subdivision of part of Lots 7 and 12 of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, except the West 150 feet of the East 179 feet of the South 80 feet of Lot 8 in said Subdivision of part of Lots 7 and 12, in McLean County, Illinois.

PIN 14-16-476-002

14-16-476-008

All of Lots 38, 39, 40 and part of Lot 31 and Lot 37 which lie South of the South right-of-way line of FAI Route 55, all being in County Clerk's Subdivision of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book 2 of Plats at page 54.

PIN 14-16-476-008

14-21-226-001

The South 150 feet of the West 95 feet of Lot 3 in the Subdivision of the Northeast Quarter of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois.

PIN 14-21-226-001

14-21-226-002

Lot 3 in the Subdivision of the Northeast Quarter of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, except the South 150 feet of the West 95 feet of said Lot 3, all in McLean County, Illinois.

PIN 14-21-226-002

14-21-226-004

That portion of the former Illinois Central Railroad Company's now Illinois Central Gulf Railroad Company's original 200 foot wide right of way in the North East $\frac{1}{4}$ of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, that lies Easterly of and adjacent to a line that lies parallel to and 25 feet Easterly from the centerline of the Illinois Central Gulf's Amboy District main track and extends Southerly from the North line of said Section 21, and North of the North right of way line of Raab Road, in McLean County, Illinois.

PIN 14-21-226-004

Connect H

A 3-foot connecting strip from the Northeast corner of parcel 14-16-405-002 extending 0.25 miles to the Southwest corner of parcel 14-16-200-068.

Connect I

A 3-foot connecting strip from the Northwest corner of parcel 14-16-476-001 extending 0.23 miles to the Southeast corner of parcel 14-16-405-002.

Collie Ridge (28.21)

14-22-154-004

Outlot 4 in Shelbourne PUD in the Town of Normal, McLean County, Illinois according to the plat thereof recorded December 16, 2022 as Document No. 2022-21907 in the McLean County Recorder's Office.

PIN 14-22-154-004

14-22-176-006

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 22, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 6 in Carriage Hills Subdivision in the Town of Normal, Illinois. From said Point of Beginning, thence east 1623.54 feet along the South Line of said Carriage Hills Subdivision and along the South Line of the Fifth Addition to Carriage Hills Subdivision in the Town of Normal, Illinois, to the Southeast Corner of Lot 184 in said Fifth Addition; thence south 1163.63 feet along the East Line of the Northwest Quarter of said Section 22, said East Line also being the West Lines of Pinehurst Subdivision Sixth and Seventh Additions in the Town of Normal, Illinois, which forms an angle to the left of 89°-30'-56" with the last described course to a point lying 5.00 feet north of the Southwest Corner of Lot 186 in said Sixth Addition; thence west 904.84 feet along a line lying 5 feet normally distant north of and parallel with the North Right-of-Way Line of Shelbourne Drive as shown on the Right-of-Way Dedication Plat recorded as Document No. 96-12756, McLean County, Illinois, to a Point of Curvature; thence southwesterly 199.14 feet along a line lying 5 feet radially distant northwest of and concentric with said North Right-of-Way Line being the arc of a curve concave to the southeast with a radius of 405.66 feet and the 197.14 foot chord of said arc forms an angle to the left of 194°-03'-47" with the last described course to a Point of Tangency; thence southwest 151.39 feet along a line lying 11 feet normally distant northwest of and parallel with the North Right-of-Way Line of Shelbourne Drive as shown on the Right-of-Way Dedication Plat recorded as Document No. 85-9708, McLean County, Illinois, and which forms an angle to the left of 194°-03'-47" with the last described chord to a Point of Curvature; thence southwesterly 200.54 feet along a line lying 11 feet radially distant northwest of and concentric with said North Right-of-Way Line being the arc of a curve concave to the northwest with a radius of 455.00 feet and the 198.92 foot chord of said arc forms an angle to the left of 167°-22'-24" with the last described course; thence northwest 13.94 feet along a line which forms an angle to the left of 120°-55'-47" with the last described chord to a point on the West Line of Lot 9 in the Twelfth Addition to the Town of Normal, Illinois, lying 84.82 feet south of the Northwest Corner of said Lot 9; thence north 252.98 feet along the West Line of said Lot 9, said West Line also being the East Right-of-Way Line of Beech Street in said Twelfth Addition, and along the East Right-of-Way Line of Beech Street as shown on the Shelbourne Drive Vacation Plat recorded as Document No. 85-9707, McLean County, Illinois and as dedicated per Document No. 93-6988, McLean County, Illinois, which forms an angle to the left of 133°-53'-49" with the last described course to a Point of Curvature; thence northwesterly 347.67 feet along the East Right-of-Way Line of said Beech Street recorded as Document No. 93-6988, being the arc of a curve concave to the southwest with a radius of 580.00 feet and the 342.49 foot chord of said arc forms an angle to the left of 197°-11'-19" with the last described course to a Point of Reverse Curvature; thence northwesterly 294.91 feet along said East Right-of-Way Line being the arc of a curve concave to

the northeast with a radius of 500.00 feet and the 290.66 foot chord of said arc forms an angle to the left of 180°-16'-30" with the last described chord to a Point of Tangency, thence north 444.84 feet along said East Right-of-Way Line which forms an angle to the left of 163°-06'-10" with the last described chord to the Point of Beginning, containing 42.13 acres, more or less,

Excepting therefrom Collie Ridge Subdivision according to the Plat recorded April 20, 2001 as Document No. 2001-11608, and Collie Ridge Subdivision First Addition according to the Plat recorded August 12, 2003 as Document No. 2003-40783.

PIN 14-22-176-006

Connect J

A 3-foot connecting strip from the Southeast corner of parcel 14-22-154-004 extending 0.02 miles to the Southwest corner of parcel 14-22-176-006.

Connect K

A 3-foot connecting strip from the Southwest corner of parcel 14-22-176-006 extending 0.5 miles to the Northwest corner of parcel 14-27-126-019.

Country Acres (65.1)

14-23-200-016

Tract 1:

All that portion of Lot 2 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying north of Lot 8 in the Sixth Addition to North-Land Commercial Subdivision recorded April 8, 2004 as Document No. 2004-11033, east of Veterans Parkway (Route F.A.P. 704), and west of Greenbriar Drive in the Town of Normal, McLean County, Illinois.

Tract 2:

All that portion of Lots 2 and 3 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying north and east of the Ninth Addition to North-Land Commercial Subdivision recorded May 18, 2016 as Document No. 2016-8494, east of Outlot 3 in the First Addition to North-Land Commercial Subdivision recorded August 29, 2000 as Document No. 2000-21595, north of Shepard Road, and west of Hershey Road in the Town of Normal, McLean County, Illinois.

PIN: 14-23-200-016

14-23-200-017

All that portion of Lot 2 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying south of Lot 12 in the Ninth Addition to North-Land Commercial Subdivision recorded May 18, 2016 as Document No. 2016-8494, west of Outlot 3 in the First Addition to North-Land Commercial Subdivision recorded August 29, 2000 as Document No. 2000-21595, north of Lot 1 of Resubdivision of Lot 2 in the First Addition to North-Land Commercial Subdivision and Lot 7 in the Fifth Addition to North-

Land Commercial Subdivision according to the plat recorded December 2, 2019 as Document No. 2019-19897, and east of Greenbriar Drive in the Town of Normal, McLean County, Illinois.

PIN: 14-23-200-017

14-23-200-021

A part of Lots 2 and 3 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 8 in Sixth Addition to North-Land Commercial Subdivision according to the Plat thereof recorded as Document No. 2004-11033 in the McLean County Recorder of Deeds Office; thence S85°-34'-09"E 425.15 feet on the southerly line of said Lot 8; thence N04°-25'-51"E 14.00 feet on said southerly line; thence S.85°-34'-09"E 24.00 feet on said southerly line; thence N04°-25'-51"E 17.77 feet on said southerly line; thence S85°-34'-09"E 90.22 feet on said southerly line to the westerly right of way line of Greenbriar Drive; thence southerly on said westerly right of way line 260.78 feet on a non-tangential curve concave to the southeast having as central angle of 24°-05'-58", a radius of 620.00 feet and a chord of 258.86 feet bearing S16°-28'-49"W from the last described course; thence S040 25'-50"W 616.71 feet on said westerly right of way line to the northerly right of way line of Shepard Road; thence S67°-51'-56"W 67.08 feet on the northerly right of way line of said Shepard Road; thence N85° 34'-10"W 405.00 feet on said northerly right of way line; thence N40°-34'-10"W 34.73 feet on said northerly right of way line; thence N29°-50'-38"E 56.02 feet; thence N11°-40'-09"E 107.55 feet; thence N09°-02'-29"E 92.72 feet; thence N22°-00'-49"E 152.97 feet; thence N37°-01'-08"E 118.32 feet; thence N42°-55'-56"E 115.78 feet; thence N64°-32'-22"E 66.11 feet; thence N68°-13'-18"E 145.69 feet; thence N32°-57'-16"W 90.48 feet; thence S47°-10'-36"W 63.98 feet; thence S56°-54'-47"W 175.51 feet; thence S45°-02'-44"W 182.94 feet; thence N64°-27'-31"W 59.51 feet; thence N09°-16'-21"E 67.40 feet; thence N05°-58'-41"E 147.75 feet; thence N00°-36'-48"W 95.10 feet to the east right of way line of Veterans Parkway (F.A.P. 704)(1-55 Business Loop) according to Warranty Deeds recorded as Document No. 2001-41726 and 2002-265; thence N04°-25'-50"E 50.23 feet on the east right of way line of said Veterans Parkway to the Point of Beginning, containing 8.70 acres, more or less, with assumed bearings given for description purposes only.

PIN 14-23-200-021

14-23-426-009

All that portion of Lot 3 in Gregory's Subdivision according to the Plat recorded in Book 2 of Plats, Page 558 lying south of Shepard Road as dedicated in the Fifth Addition to North-Land Commercial Subdivision recorded October 8, 2003 as Document No. 2003-51973, east of Lot 5 in the Third Addition to North-Land Commercial Subdivision recorded October 28, 2002 as Document No. 2002-39304, west of Hershey Road as dedicated in Document No. 2002-24542 and North of Outlot 11 in the Eighth Addition to North-Land Commercial Subdivision according to the plat recorded August 17, 2017 as Document No. 2017-14956, except the Second Addition to Northland Commercial Subdivision in the Town of Normal, McLean County, Illinois.

PIN: 14-23-426-009

Connect L

A 3-foot connecting strip from the Southeast corner of parcel 14-23-200-016 extending 0.02 miles to the Southwest corner of parcel 14-23-200-017.

Connect M

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-021 extending 0.02 miles to the Southwest corner of parcel 14-23-200-017.

Connect N

A 3-foot connecting strip from the Southeast corner of parcel 14-23-200-017 extending 0.07 miles to the Northeast corner of parcel 14-23-426-009.

SE Shelbourne & Towanda (9.61)

14-23-302-003

All that part of the Southwest Quarter of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, lying North of the North right of way line of the Chicago and Alton Railroad Company, now the Gulf, Mobile and Ohio Railroad, in McLean County, Illinois. EXCEPTING THEREFROM that portion conveyed in Warranty Deed recorded May 25, 2007 as Document No. 2007-13171.

PIN 14-23-302-003

Connect O

A 3-foot connecting strip from the Southwest corner of parcel 14-23-302-003 extending 0.02 miles to the Northwest corner of parcel 14-23-506-010.

Blackstone Neighborhood (33.9)

14-24-100-014

A part of the West 1/3 of the North 1/2 of Section 24, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of the Northwest 1/4 of Section 24; thence South 89° 15 minutes 52 seconds East 1775.78 feet to the northeast corner of the West 1/2 of the North 1/2 of said Section 24; thence South 00° 04 minutes 27 seconds West 2616.03 feet on the east line of the West 1/3 of the North 1/2 of said Section 24 to the north right of way line of Shepard Road as established by an Agreed Order of Judgment filed October 3, 2005 in Eminent Domain Case No. 04-ED-1, in the Office of the Clerk of the Circuit Court of McLean County, Illinois, thence North 89° 24 minutes 34 seconds West 1709.18 feet on the north right of way line of Shepard Road, thence North 38° 51 minutes 37 seconds West 24.61 feet on the northeasterly right of way line of said Shepard Road to the east right of way line of Hershey Road as established by said Eminent Domain Case No. 04-ED-1; thence North 00° 00 minutes 22 seconds East

118.37 feet on the east right of way line of said Hershey Road, thence North 89° 59 minutes 38 seconds West 48.00 feet on the north right of way line of said Hershey Road to the west line of the Northwest 1/4 of said Section

24; thence North 00° 00 minutes 22 seconds East 2483.68 feet to the Point of Beginning, with assumed bearings given for description purposes only, in McLean County, Illinois;

Except Blackstone Trails Subdivision, according to the plat thereof recorded October 6, 2010 as Document No. 2010-24299, in the Town of Normal, McLean County, Illinois;

Except the First Addition to Blackstone Trails Subdivision, according to the plat thereof recorded June 6, 2013 as Document No. 2013-14184, in the Town of Normal, McLean County, Illinois;

Except the Second Addition to Blackstone Trails Subdivision, according to the plat thereof recorded March 26, 2020 as Document No. 2020-5337, in the Town of Normal, McLean County, Illinois;

Except the Third Addition to Blackstone Trails Subdivision, according to the plat thereof recorded August 10, 2022 as Document No. 2022-14178, in the Town of Normal, McLean County, Illinois;

Except the Fourth Addition to Blackstone Trails Subdivision, according to the plat thereof recorded July 26, 2023 as Document No. 2023-9795, in the Town of Normal, McLean County, Illinois;

Except the Fifth Addition to Blackstone Trails Subdivision, according to the plat thereof recorded July 26, 2023 as Document No. 2020-9796, in the Town of Normal, McLean County, Illinois;

Parcel No. 14-24-100-014

Connect P

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-016 extending 0.01 miles to the Southwest corner of parcel 14-24-100-014.

Connect Q

A 3-foot connecting strip from the Northeast corner of parcel of the Western portion of 14-24-100-014 extending 0.06 miles to the Northwest corner of the Eastern portion of parcel 14-24-100-014.

Cell Tower Site (0.47)

14-28-283-010

Lot 11 in Petersen's Addition to the Town of Normal, according to the plat thereof recorded August 9, 1978 as Document No. 78-11738, McLean County, Illinois.

PIN 14-28-283-010

14-28-283-011

Lot 10 in Petersen's Addition to the Town of Normal, according to the plat thereof recorded August 9, 1978 as Document No. 78-11738, McLean County, Illinois.

PIN 14-28-283-011

Connect R

A 3-foot connecting strip from the Northeast corner of parcel 14-28-279-020 extending 0.01 miles to the Northwest corner of parcel 14-28-283-010.

Uptown South (7.20)

14-28-437-001

All of Lot 13 in Block 12 in the Original Town of Normal, McLean County, Illinois, and part of Lots 11 and 12 in said Block 12 described as follows: Beginning at the southwest corner of said Lot 12, thence east 16.08 feet along the southeast line of said Lot 12 to the southeasterly extension of the east exterior edge of an existing brick building, thence north 57.33 feet along said extension and along the southeast edge of said building to a point which is 13.58 feet southwest of the northeast line of said Lot 12, thence northeasterly 18 feet along a line parallel with the northwesterly line of said Lot 12, thence northwesterly to a point on the northwesterly line of said Lot 11, said point being 4 feet northeast of the northwest corner of said Lot 11, thence southwesterly along the northwest line of said Lots 11 and 12 to the northwest corner of Lot 12, thence southeasterly along the southwest line of said Lot 12 to the Point of Beginning.

PIN: 14-28-437-001

14-28-437-003

All of Lot 6 and 2 feet off the West side of Lot 5 in Block 12 in the Original Town of Normal, in McLean County, Illinois.

PIN 14-28-437-003

14-28-437-004

Lots 1, 2, 3, 4 and 5 in Block 12 in the Original Town of Normal, except the following: Commencing at the Northeast corner of said Lot 1 and running thence Southwest 84 feet along the North line of said Block 12; thence in a Southeasterly direction 50 feet along the East line of said Lot 3; thence in a Northeasterly direction parallel to the North line of said Block 12 to the East line of said Lot 1; thence in a Northerly direction along the East line of said Lot 1 to the Northeast corner of said Lot 1; being the place of beginning, in McLean County, Illinois.

PIN 14-28-437-004

14-28-437-005

A part of Lots 1 and 2 in Block 12 in the Original Town of Normal, described as follows; Commencing at the Northeast corner of said Block, thence Southwesterly 84 feet along the North line of said Block to the Northwest corner of said Lot 2, thence Southeasterly 50 feet along the West line of said Lot 2, thence Northeasterly parallel to the North line of said Block to the east line of said Lot 1, thence north along the East line of said Lot 1 to the place of beginning, Except for the East 3.5 feet thereof, in McLean County, Illinois.

PIN: 14-28-437-005

14-28-437-006

Lots 9, 10, 11, 12 and 13, EXCEPT that tract described as follows: All of Lot 13 in Block 12 in the Original Town of Normal, McLean County, Illinois, and part of Lots 11 and 12 in said Block 12 described as follows:

Beginning at the Southwest corner of said Lot 12; thence East 16.08 feet along the Southwest line of said Lot 12 to the Southeasterly extension of the East exterior edge of an existing brick building; thence North 57.33 feet along said extension and along said Southeast edge of said building to a point which is 13.58 feet Southwest of the Northeast line of said Lot 12; thence Northeasterly 18 feet along a line

parallel with the Northwesterly line of said Lot 12; thence Northwesterly to a point on the Northwesterly line of said Lot 11, said point being 4 feet Northeast of the Northwest corner of said Lot 11; thence Southwesterly along the Northwest line of said Lots 11 and 12 to the Northwest corner of Lot 12; thence Southeasterly along the Southwest line of said Lot 12 to the Point of Beginning, in MCLEAN COUNTY, ILLINOIS.

PIN: 14-28-437-006

14-28-437-007

Lots 7 and 8 in Block 12 in the Original Town of Normal.

PIN:14-28-437-007

14-28-438-001

Lots 8, 9, and 10 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN: 14-28-438-001

14-28-438-002

Lots 6 and 7 in block 13 in the Original Town of Normal except the south 100 feet thereof.

PIN 14-28-438-002

14-28-438-003

Lot 11 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-003

14-28-438-004

Lot 12 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-004

14-28-438-005

Lot 13 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-005

14-28-438-006

Lot 14 and the south 100 feet of Lots 6 and 7 in Block 13 in the Original Town of Normal.

PIN: 14-28-438-006

[14-28-438-007](#)

Lot 1 and the North 30 feet of Lot 2 in Block 13 in the Original Town of Normal, in McLean County, Illinois, and beginning at the Northeast corner of Lot 1 in Block 13 of the Original Town of Normal, Illinois, thence North 10 feet along the northerly extension of the East line of said Block 13, thence Southwest 40 feet parallel to the Northwest line of said Block 13, thence South 10 feet parallel to said East line of the Northwest line of said Block 13, thence Northeast 40 feet along the Northwest line of said Block 13 to the point of beginning, in McLean County, Illinois.

PIN: 14-28-438-007

[14-28-438-008](#)

The South 20 feet of Lot 2, all of Lots 3 and 4 in Block 13 in the Original Town of Normal, in McLean County, Illinois.

PIN: 14-28-438-008

[14-28-438-010](#)

Lots 15 and 16 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-010

[14-28-438-012](#)

Outlot 25 in Petersen's Addition to the Town of Normal.

PIN 14-28-438-012

[14-28-438-013](#)

The South 20 feet of Lot 2, all of Lots 3 and 4 in Block 13 in the Original Town of Normal, in McLean County, Illinois.

PIN: 14-28-438-013

[14-28-438-014](#)

Lot 5 in Block 13 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-438-014

[14-28-439-001](#)

Lot 6 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-002

[14-28-439-002](#)

Lot 5 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-002

14-28-439-003

Lot 4 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-003

14-28-439-004

Lot 3 in Block 14 in the Original Town of Normal.

PIN: 14-28-439-004

14-28-439-005

Lots 7 and 8 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-439-005

14-28-439-006

Lot 9 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-439-006

14-28-439-007

Lot 1 in Block 14 in the Original Town of Normal, McLean county, Illinois.

PIN 14-28-439-007

14-28-439-008

Lot 2 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN: 14-28-439-008

14-28-440-007

Lots 10, 11 and 12 in Block 14 in the Original Town of Normal, McLean County, Illinois.

PIN 14-28-440-007

Connect S

A 3-foot connecting strip from the Southwest corner of parcel 14-28-436-031 extending 0.01 miles to the Northeast corner of parcel 14-28-437-005.

Infiniti Pointe (72.75)

14-30-476-010

A part of the West 1/2 of the Southeast 1/4 and a part of the Southeast 1/4 of the Southeast 1/4 all in Section 30, Township 24 North, Range 2 East of the Third Principal Meridian, being more particularly described as follows:

Commencing at the northeast corner of the West 1/2 of the Southeast 1/4 of said Section 30; thence South 00°42'10" East along the East line of the West 1/2 of said Southeast 1/4, 40.00 feet to the Point of Beginning at the northwest corner of Lot 116 in the Second Addition to Parkside South Subdivision according to the plat thereof recorded as document number 1977-9792 in the Office of the McLean County Recorder; thence South 00°42'10" East along the East line of the West 1/2 of said Southeast 1/4, 1,295.63 feet to the southwest corner of Lot 128 in said Second Addition to Parkside South Subdivision, said point being also the northwest corner of the Southeast 1/4 of said Southeast 1/4; thence North 89°02'31" East along the North line of the Southeast 1/4 of said Southeast 1/4, 1,349.64 feet to the southeast corner of Lot 14 in Parkside South Subdivision according to the plat thereof recorded as Document Number 1975-9618 in the Office of the McLean County Recorder, said point being also the northwest corner of the right-of-way of Parkside Road according to the Warranty Deed recorded as document number 1976-8088 in the Office of the McLean County Recorder; thence South 00°40'18" East along said West right-of-way line, 1,293.07 feet to a point on the North right-of-way line of Hovey Avenue according to Resolution No. 846 recorded as Document Number 1985-7432 in the Office of the McLean County Recorder; thence South 88°54'04" West along said North right-of-way line, 420.86 feet to a point 14.00 feet east of the southeast corner of Animal Haven Clinic Subdivision according to the plat thereof recorded as document number 1999-12264 in the Office of the McLean County Recorder; thence North 00°41'56" West along a line parallel to the East line of Lot 1 in the Resubdivision of Lot 1 Animal Haven Clinic Subdivision according to the plat thereof recorded as document number 2012-427 in the Office of the McLean County Recorder, 248.00 feet; thence South 88°54'04" West along a line parallel to the North line of said Lot 1, 28.00 feet; thence South 26°13'52" West, 57.41 feet to a point on the North line of said Lot 1; thence South 88°54'04" West along the North line of said Lot 1 and the North line of Lot 3 in DK Subdivision according to the plat thereof recorded as document number 2012-22443 in the Office of the McLean County Recorder, 468.39 feet to the northwest corner of said Lot 3; thence South 00°41'56" East along the West line of said Lot 3, 197.00 feet to the southwest corner of said DK Subdivision, said point being also a point on the North right-of-way line of Hovey Avenue according to Resolution No. 846 recorded as Document Number 1985-7432 in the Office of the McLean County Recorder; thence South 88°54'04" West along said North right-of-way line, 405.71 feet to a point on the East line of the West 1/2 of said Southeast 1/4; thence South 88°54'04" West along the North right-of-way line of Hovey Avenue according to Resolution No. 848 recorded as Document Number 1985-7434 in the Office of the McLean County Recorder, 160.69 feet to a point on the northeast right-of-way line of U.S. Route 150; thence North 56°30'17" West along said northeast right-of-way line, 100.94 feet; thence South 89°18'43" West along said northeast right-of-way line, 82.30 feet; thence North 36°43'26" West along said northeast right-of-way line, 524.31 feet to a point on the East right-of-way line of FAI Route 3 (I-55) as described in Warranty Deed document number 13652 recorded in Deed Book 634, page 509 in the Office of the McLean County Recorder; thence North 00°00'42" East along said East right-of-way line, 2,106.86 feet; thence North 00°15'24" West, 2.91 feet to a point on the South right-of-way line of College Avenue according to Resolution No. 1120 recorded as Document Number 1987-20538 in the

Office of the McLean County Recorder; thence North $89^{\circ}02'36''$ East along said South right-of-way line, 608.53 feet, to the Point of Beginning, containing 72.760 acres, more or less, and being situated in McLean County, Illinois.

PIN: 14-30-476-009

McLean County (1,097.24)

Placek (10.25)

14-15-300-006

Those portions of Lots 13 and 14 in County Clerk's Subdivision of Sections 15, 16, 21 and 22, Township 24 North, Range 2 East of the Third Principal meridian, according to plat recorded in Book 2 of Plats at page 545, which lies South of and adjacent to the South right-of-way line of FAI Route 55, in McLean County, Illinois,

And

A tract of land which is a part of Lots 5, 11 and 12 in County Clerk's Subdivision of Lands in Sections 15, 16, 21, and 22 all in Township 24 North, Range 2 East of the Third Principal Meridian, as said Subdivision is shown by a plat recorded in Book 2 of Plats at Page 545, McLean County, Illinois, said Tract being more particularly described as follows: Beginning at the Southeast Corner of Lot 13 in said County Clerk's Subdivision; thence south 120 feet along the Southerly extension of the East Line of said Lot 13; thence west 1381.95 feet parallel with the South Line of said Lot 13 and parallel with the South Line of Lot 14 in said Subdivision, said Lines forming an angle to the left of 90°-23' with the last described course to a point on the West Line of said Lot 11 which is 120 feet south of the Southwest Corner of said Lot 14; thence North 120 feet along the West Line of said Lot 11 which forms an angle to the left of 90°-03' with the last described course to the Southwest Corner of said Lot 14, thence east 1382.85 feet along the South Lines of said Lots 14 and 13 which form an angle to the left of 89°-57' with the last described course to the Point of Beginning, containing 3.808 acres.

PIN 14-15-300-006

Connect T

A 3-foot connecting strip from the Southeast corner of parcel 14-16-200-068 extending 0.2 miles to the Northwest corner of parcel 14-15-300-006.

Sears Butler (174.67)

14-19-200-009

Part of the Northeast One Quarter of Section 19, Township 24 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Southeast Corner of the Northeast One Quarter of Section 19, Township 24 North, Range 2 East of the 3rd Principal Meridian; thence North 00°00'00" East 1,511.35 feet along the East Line of the said Northeast One Quarter of Section 19 (for purposes of this description, the East Line of the Northeast One Quarter of Section 19 is assumed to bear North 00°00'00" East); thence North 89°38'18" West 40.00 feet to the Westerly Right-of-Way Line of Parkside Road and the Point of Beginning; thence North 89°38'18" West 1,504.06 feet to the Easterly Right-of-Way Line of Interstate 55/74; thence North 04°43'32" East 174.23 feet along the said Easterly Right-of-Way Line of

Interstate 55/74; thence North 21°18'38" East 207.89 feet along the said Easterly Right-of-Way Line of Interstate 55/74; thence North 18°55'28" East 471.83 feet along the said Easterly Right-of-Way Line of Interstate 55/74 to the Southerly Right-of-Way Line of Yuton Road; thence North 85°23'45" East 502.85 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 88°48'11" East 400.01 feet along the said Southerly Right-of-Way Line of Yuton Road; thence North 78° 34' 11" East 51.26 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 88°48'11" East 309.77 feet along the said Southerly Right-of-Way Line of Yuton Road to the said Westerly Right-of-Way Line of Parkside Road; thence South 00°00'00" East 858.83 feet along the said Westerly Right-of-Way Line of Parkside Road to the Point of Beginning.

PIN 14-19-200-009

14-20-100-003

Part of the Northwest One Quarter of Section 20, Township 24 North, Range 2 East of the 3rd Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest Corner of the Northwest One Quarter of said Section 20; thence South 00°00'00" East 314.79 feet along the West Line of the said Northwest One Quarter of Section 20 to the Center Line of Parkside Road (for purposes of this description, the West Line of the Northwest One Quarter of Section 20 is assumed to bear South 00°00'00" East); thence North 90°00'00" East 40.00 feet to the Easterly Right-of-Way Line of Parkside Road and the Southerly Right-of-Way Line of Yuton Road; thence 355.67 feet along the arc of a 807.82 foot radius curve concave Northwesterly (the chord of said curve bears North 76°31'18" East 355.73 feet) along the Southeasterly Right-of-Way Line of said Yuton Road; thence North 63°48'05" East 237.56 feet along the said Southeasterly Right-of-Way Line of Yuton Road; thence 340.36 feet along the arc of a 722.51 foot radius curve concave Southeasterly (the chord of said curve bears North 77°17'49" East 337.23 feet) along the said Southeasterly Right-of-Way Line of Yuton Road; thence South 89°12'26" East 277.57 feet along the Southerly Right-of-Way Line of said Yuton Road to the Point of Beginning; thence South 89°12'26" East 1,418.80 feet along the said Southerly Right-of-Way Line of Yuton Road; thence South 00°07'57" East 2,332.60 feet to the North Line of the South 370.5 acres of Section 20; thence North 89°04'03" West 1,418.86 feet along a line parallel to the South Line of said Section 20 and also being along the North Line of the South 370.5 acres of said Section 20; thence North 00°07'57" West 2,329.14 feet to the Point of Beginning.

PIN 14-20-100-003

14-20-200-002

Part of the Northwest 1/4 of Section 20, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point of reference at the Northwest Corner of the Northwest 1/4 of said Section 20; thence South 00°00'00" East 314.79 feet along the West Line of the said Northwest 1/4 of Section 20 to the Center Line of Parkside Road (for the purposes of this description, the West Line of the Northwest 1/4 of Section 20 is assumed to bear South 00°00'00" East); thence North 90°00'00" East 40.00 feet to the Easterly Right of Way Line of Parkside Road and the Southerly Right of Way Line of Yuton Road; thence 358.67 feet along the arc of a 807.82 foot radius curve concave Northwesterly (the chord of said curve bears North 76°31'18" East 355.73 feet) along the Southeasterly Right of Way Line of said Yuton Road; thence North 63°48'05" East

237.56 feet along the said Southeasterly Right of Way Line of Yuton Road; thence 340.36 feet along the arc of a 722.51 foot radius curve concave Southeasterly (the chord of said curve bears North 77°17'49" East 337.23 feet) along the said Southeasterly Right of Way Line of Yuton Road; thence South 89°12'26" East 1,696.37 feet along the Southerly Right of Way Line of Yuton Road to the Point of Beginning; thence South 89°12'26" East 1,322.34 feet along the said Southerly Right of Way of Yuton Road to the West Line of the East 80 acres lying North of the South 370.5 acres of Section 20; thence South 00°07'57" East 2,335.83 feet along the said West Line of the East 80 acres to the North Line of said South 370.5 acres; thence North 89°04'03" West 1,322.39 feet along a line parallel to the South Line of said Section 20 also being along the North Line of the said South 370.5 acres; thence North 00°07'57" West 2,332.60 feet to the Point of Beginning, all in McLean County, Illinois.

PIN 14-20-200-002

Connect U

A 3-foot connecting strip from the Northeast corner of parcel 14-19-100-019 extending 0.09 miles to the Northwest corner of parcel 14-19-200-009.

Connect V

A 3-foot connecting strip from the Northeast corner of parcel 14-19-200-009 extending 0.24 miles to the Northwest corner of parcel 14-20-100-003.

Country Acres (236.63)

14-24-300-016

Tract No. 1

The Southeast 1/4 of Section 24, Township 24 North, Range 2 East of the Third Principal Meridian, EXCEPT that part taken by the City of Bloomington by Decree entered in the Circuit Court of McLean County, Illinois in Case No. 94-ED-4 and recorded as Document No. 96-30586,

ALSO EXCEPTING THEREFROM that part deeded to Country Acres Land Corporation on November 8, 2000 as Document No. 2000R27935.

ALSO EXCEPTING THEREFROM the Second Addition to Fort Jesse Office Complex Subdivision according to the Plat thereof recorded December 21, 2000 as Document No. 2000R31220.

ALSO EXCEPTING THEREFROM that part deeded to the Town of Normal on July 12, 2002 as Document No. 2002R24541, all in McLean County, Illinois.

Tract No. 2

The Southwest 1/4 of Section 24, Township 24 North, Range 2 East of the- Third Principal Meridian, except that part taken by the City of Bloomington by decree of condemnation entered in the Circuit Court of McLean County, Illinois in Case No. 94-ED-4 and recorded as Document No. 96-30686, in McLEAN COUNTY, ILLINOIS;

EXCEPTING THEREFROM:

Fort Jesse Road Office Complex Subdivision, according to the plat thereof recorded June 30, 2000 as Document Number 2000R16125;

ALSO EXCEPTING THEREFROM:

The First Addition to Fort Jesse Road Office Complex Subdivision, according to the plat thereof recorded December 20, 2000 as Document Number 2000R23413;

ALSO EXCEPTING THEREFROM:

The Second Addition to Fort Jesse Office Complex Subdivision, according to the plat thereof recorded December 21, 2000 as Document Number 2000R31220, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Third Addition to Fort Jesse Road Office Complex in the Town of

Normal, according to the Plat thereof recorded June 8, 2001 as Document No. 2001R18359, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Fourth Addition to Fort Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded July 16, 2001 as Document No. 2001R22832, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Fifth Addition to Ft. Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded June 20, 2002 as Document No. 2002R21769, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

The Seventh Addition to Ft. Jesse Road Office Complex in the Town of Normal, according to the Plat thereof recorded October 28, 2002 as Document No. 2002-39303, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM:

That part conveyed to Country Acres Land Corporation in Quit Claim Deed recorded November 8, 2000 as document Number 2000R27935 and in Warranty Deed recorded June 30, 2000 as Document Number 2000R16123, in McLean County, Illinois;

ALSO EXCEPTING THEREFROM approximately 13.96 acres deeded to the Town of Normal by Document No. 2007R00034819 for parkland dedication.

PIN 14-24-300-016

Connect W

A 3-foot connecting strip from the Northeast corner of parcel 14-23-200-016 extending 0.36 miles to the Northwest corner of parcel 14-24-300-016.

Snyder (122.16)

21-13-200-009

Description of Property

SEC 13-23-2E BEG NE COR NE: W1374.33', S2687.45', SE50.75', E1288.11', N2678.3' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD)

PIN 12-13-200-009

21-13-200-013

Description of Property

SEC 13-23-2E BEG NW COR NE: E1343.59', S2696.15', W1385.02', N2715.2' TO POB (EX COM NE COR NE, W1653', S50' TO POB: S250', E600.1', N240.76', NW29.76', W570.67' TO POB) & (EX IRELAND GROVE RD) & (EX RR ROW) & (EX BEG NE COR BROOKRIDGE ESTATES SUB: S1387.19', SE1088.41', N1454.35', W79.66', SW100.5', W225.06', NW75.66', NW100.13', W350', SW137.07' TO POB)

PIN 12-13-200-013

Ireland Grove (553.53)

22-16-100-006

The West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, excepting therefrom the following described tracts of land:

Tract 1:

All that part of the Right of Way of the Norfolk and Western Railroad (formerly Lake Erie and Western Railroad) as shown in Plat Book 7 on Page 181 lying in the West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 2:

A part of the West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois more particularly described as follows: Beginning at the Northeast Corner of the West Half of the Northwest Quarter of Section 16; thence North 89°-20' West 1004.80 feet; thence South 00°-31' East 1567.64 feet; thence South 88°-22'-48" East 1002.84 feet; thence North 00°-25'21" West 1584.28 feet to the Point of Beginning.

PIN: 22-16-100-006

22-16-300-002

The SW 1/4 of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois;

And

That part of the SE 1/4 of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at the southwest corner of said SE 1/4 of Section 16; thence North 58 rods (957 feet); thence East 108 rods (1782 feet); thence South 58 rods (957 feet) to the south line of said SE 1/4 of Section 16; thence West 108 rods (1782 feet) to the Point of Beginning;

PIN 22-16-300-002

22-17-200-005

Tract 1:

The North 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

Tract 2:

The South 948.53 feet of the North 1,248.53 feet of the West 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

PIN:22-17-200-005

22-17-200-006

The E ½ of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying north of the Right-of-Way of the Norfolk and Western Railroad (formerly Lake Erie and Western)

Except:

Tract 1:

The North 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

Tract 2:

The South 948.53 feet of the North 1,248.53 feet of the West 300 feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

PIN:22-17-200-006

22-17-400-004

The E 1/2 of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, EXCEPT the right of way of the Norfolk & Western Railroad (formerly Lake Erie & Western) as shown by Plat recorded in Plat Book 7, on Page 181; AND ALSO EXCEPTING THEREFROM all that part thereof conveyed to the Freda Thomas Trust per the Warranty Deed recorded as Document No. 2003-25449 in the McLean County Recorder of Deeds Office, more particularly described as follows: That part of the NE 1/4 together with that part of the SE 1/4, all in Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: Beginning at the northwest corner of said SE 1/4, and running thence S00°-34'-30"W along the west line

of said SE 1/4, 2658.63 feet to the southwest corner of said SE 1/4; thence S88°-28'-34"E along the south line of said SE 1/4, 200.08 feet; thence N00°-34'-30"E parallel with said west line, 2662.89 feet to a point on the south right of way line of the N&W Railroad; thence N89°-15'-58"W along said south line, 200.09 feet to the west line of said NE 1/4 of Section 17; and thence S00°-34'-30"W along said south line, 1.50 feet to the Point of Beginning containing 12.22 acres, more or less;

That part of the NE 1/4 of Section 20, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: Beginning at a point on the north line of said NE 1/4, which point is 200.08 feet East from the northwest corner of said NE 1/4 and running thence S88°-28'-34"E along said north line, 174 feet; thence S00°-15'-16"W along an existing fence line and an extension thereof, 1550.84 feet to the center of Cheney's Grove Road; thence N73°-24'-19"W along said center, 181.28 feet; and thence N00°-15'-16"E 1503.70 feet to the Point of Beginning, containing 6.10 acres, more or less, said tract of land conveyed to the Searls family per the Trustee's Deed, recorded as Document No. 2003-25365, in the McLean County Recorder of Deeds Office.

PIN 22-17-400-004

Connect X

A 3-foot connecting strip from the Southeast corner of parcel 22-07-400-007 extending 0.56 miles to the Northwest corner of parcel 22-17-200-005.

Connect Y

A 3-foot connecting strip from the Southeast corner of parcel 22-17-200-006 extending 0.01 miles to the Northeast corner of parcel 22-17-400-004.

Gibson City (77.75)

Railside Farms (24.54)

09-11-02-253-012

Lot 312 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-012

09-11-02-253-013

Lot 313 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-013

09-11-02-253-014

Lot 314 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-014

09-11-02-253-015

Lot 315 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-015

09-11-02-253-016

Lot 316 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-016

09-11-02-253-017

Lot 317 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-017

09-11-02-253-018

Lot 318 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-018

09-11-02-253-019

Lot 319 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-019

09-11-02-253-020

Lot 320 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-020

09-11-02-253-021

Lot 321 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-021

09-11-02-253-022

Lot 322 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-022

09-11-02-253-023

Lot 323 in Railside Estates Subdivision No. 3 as per plat recorded August 27, 2013 as Document No. 257927 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-253-023

09-11-02-277-007

Tract 1:

A tract of land being a part of Section Two (2), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, being more particularly described as follows: Beginning at the Southwest Corner of the Northeast Quarter (NE¼) of said Section Two (2); proceed South 89 degrees 54 minutes 52 seconds (89° 54' 52") East 1327.02 feet along the South line of the Northeast Quarter (NE¼) of said Section Two (2) to the Southeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section Two (2); thence North 00° 05' 47" East 803.00 feet along the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section Two (2); thence South 89° 54' 52" East 1329.20 feet to the East line of the Northeast Quarter (NE¼) of said Section two (2); thence North 00° 15' 07" East 518.72 feet along the East line of the Northeast Quarter (NE¼) of said Section Two (2) to the Northeast Corner of the South Half (S½) of the Northeast Quarter (NE¼) of Section Two (2); thence North 89° 42' 39" West 2661.22 feet along the North line of the South Half (S½) of the Northeast Quarter (NE¼) of said Section Two (2); thence South 00° 03' 29" East 1331.17 feet to the true point of beginning;

EXCEPTING THEREFROM:

Beginning at the Southwest Corner of the Northeast Quarter (NE¼) of Fractional Section Two (2) proceed South 89° 54' 52" East 360.00 feet along the South line of said Northeast Quarter (NE¼) to the true point of beginning; continue thence South 89° 54' 52" East 967.02 feet along said South line to the Southeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 00° 05' 47" East 628.00 feet along the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 89° 54' 52" West 60.00 feet; thence North 00° 05' 47" East 338.44 feet along a line 60.00 feet West of and parallel to said East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Fractional Section Two (2) to a point 360.00 feet South of the North line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence North 89° 54' 52" West 907.02 feet parallel with the South line of the Northeast Quarter (NE¼) of said Fractional Section Two (2); thence South 00° 05' 47" West 966.44 feet parallel with the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Fractional Section Two (2) to the true point of beginning;

ALSO EXCEPTING: Railside Estates Subdivision No.1, according to the Plat thereof recorded August 24, 2007 as Document No. 239740; all situated in the County of Ford and State of Illinois.

Tract 2:

Lots One (1), Thirty-six (36), Outlot 1 and Outlot 2 in Railside Estates Subdivision No.1, situated in the City of Gibson, County of Ford and State of Illinois, according to the Plat recorded August 24, 2007 as Document No. 239740 in the Recorder's Office of Ford County, Illinois.

PIN 09-11-02-251-004 (Tract 1) and 09-11-02-252-001 (Tract 2)

09-11-02-280-008

Lot 324 in Railside Estates Subdivision No. 3, as per Plat recorded August 28, 2013 as Document Number 257927, situated in Ford County, Illinois.

PIN: 09-11-02-251-004

Connect Z

A 3-foot connecting strip from the Northwest corner of parcel 09-11-03-300-005 extending 1.2 miles to the Northwest corner of parcel 09-11-02-253-012.

Falcon Pointe (3.79)

09-11-02-352-017

Lots 1 thru 68 inclusive in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-11-126-001; 09-11-11-126-002; 09-11-02-376-002

09-11-02-352-023

Lot 2 in Falcon Pointe Resubdivision as per plat recorded October 10, 2023 as Document No. 282127 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-023

09-11-02-352-024

Lot 20 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-024

09-11-02-352-025

Lot 4 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-025

09-11-02-352-026

Lot 5 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-352-026

09-11-02-376-031

Lot 8 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-031

09-11-02-376-032

Lot 9 in Falcon Pointe Resubdivision as per plat recorded October 10, 2023 as Document No. 282127 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-032

09-11-02-376-036

Lot 6 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-036

09-11-02-376-037

Lot 7 in Falcon Point Subdivision as per plat recorded July 11, 1996, as Document No. 203275 in the Office of the Recorder of Deeds, Ford County, Illinois.

PIN: 09-11-02-376-037

Connect AA

A 3-foot connecting strip from the Northeast corner of parcel 09-11-10-100-056 extending 0.67 miles to the Northwest corner of parcel 09-11-02-352-026.

Connect AB

A 3-foot connecting strip from the Southwest corner of parcel 09-11-02-352-023 extending 0.01 miles to the Northwest corner of parcel 09-11-02-352-017.

Downtown (3.14)

09-11-11-178-010

Tract I: The West one hundred and forty-five (145) feet of Lots One (1), Two (2), Three (3), Four (4) And Five (5) in block Seven (7) in the original Town Of Gibson, situated in the City Of Gibson, County of Ford And State of Illinois, and the West Half (W 1/2) of the vacated alley lying East of and adjoining said Lots, 1, 2, 3, 4, and 5 in Block 7 in the original Town Of Gibson, situated in the City Of Gibson, County of Ford And State of Illinois.

Tract II: That portion of Lot Six (6) lying West of a line parallel with and one hundred forty-five (145) feet East of the West line of said Lot Six (6), all in block Seven (7), in the original Town Of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois, and the West Half (W 1/2) of the vacated alley lying East of and adjoining said portion of said Lot 6 in Block 7 in the original Town Of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois.

Tract III: Lots Seven (7) and Eight (8) in Block Seven (7) in the original Town of Gibson, situated in The City Of Gibson, County of Ford and State of Illinois.

Tract IV: Lots Twelve (12), Thirteen (13) and Fourteen (14) in Block Seven (7) in the original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

Tract V: Commencing at the Northwest Corner of Lot Fourteen (14) in Block Seven (7) in the original Town of Gibson, thence West fifteen

(15) feet thence South to the Right-of-Way of the Illinois Central Railroad, thence in a Northeasterly direction along the North line of said Right-Of-Way to the West line of said Lot Fourteen (14), thence North along the West line of said Lot Fourteen (14) to the place of beginning, all in the original Town of Gibson, situated in The City of Gibson, Ford County, Illinois and the East Half (E 1/2) of the vacated alley lying West of and adjoining said above described real estate, in Block Seven (7) in the original Town of Gibson, situated in The City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-178-010

09-11-11-183-017

Lot Seven (7) in Block Eight (8) in the Original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-183-017

09-11-11-254-001

The North Half (N½) of Lot One (1), Block Eleven (11) in the Original Town of Gibson, in the County of Ford and State of Illinois, ALSO part of the South Half (S½) of said Lot One (1), described as follows: Beginning at the Northeast Corner of the South Half (S½) of said Lot One (1) in Block Eleven (11) and running thence South Twelve and one-half (12½) feet, thence West Eighty (80) feet, thence North Nine and one-half (9½) feet, thence West Fifteen (15) feet to the East wall of the bank building, thence North Three (3) feet, thence East to the place of beginning, AND ALSO, Beginning at the Northwest Corner of the South Half (S½) of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, and running thence East 65.07 feet, thence South 1.74 feet, thence in a Westerly direction to a point on the West line of the South Half (S½) of said Lot One (1) which is 0.90 feet South of the place of beginning, and thence North along the West line of South Half (S½) of said Lot One (1), 0.90 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois, EXCEPTING THEREFROM the following described tract of land: Beginning at point which is located 65.07 feet East of the West line of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, and 3 feet South of the North line of the South Half (S½) of said Lot One (1), running thence East 14.93 feet, thence South 9.5 feet, thence East 9.32 feet, thence North 3.96 feet, thence West 9.10 feet, thence North 6.6 feet, thence West 15.15 feet, thence South 1.26 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-254-001

09-11-11-254-002

All of the South Half (S½) of Lot One (1) in Block Eleven (11) of the Original Town of Gibson, save and except that portion thereof described as follows: Beginning at the Northeast Corner of the South Half (S½) of Lot One (1) and running thence South Twelve and one-half (12 1/2) feet, thence West Seventy and sixty-eight one-hundredths (70.68) feet; thence North Three and ninety-six one hundredths (3.96) feet, thence West Nine and ten one-hundredths (9.10) feet, thence North Six and six one-hundredths (6.06) feet, thence West Fifteen and fifteen one-hundredths (15.15) feet, thence in a Westerly direction to a point on the West line of the South Half (S½) of said Lot One (1) which is Ninety one-hundredths (0.90) feet South of the Northwest Corner of the South Half (S½) of said Lot One (1), thence North on the West line of the South Half (S½) of said Lot One (1), Ninety one-hundredths (0.90) feet to the Northwest Corner of the South Half (S½) of said Lot One (1), and thence East along the North line of the South Half (S½) of said Lot One (1) to the place of beginning, situated in the City of Gibson, in the County of Ford, and State of Illinois.

PIN: 09-11-11-254-002

09-11-11-254-003

The North Half (N 1/2) of Lot Two (2) in Block Eleven (11) of the Original Town of Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-254-003

09-11-11-329-005

Commencing at a point, fifty (50) feet South of the Northeast (NE) corner of Block Twelve (12) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford, and State of Illinois, and running thence West parallel with the North line of said Block Twelve (12), 150 feet to the West line of Lot Three (3) in said Block Twelve (12), thence South on the West line of said Lot Three (3) to the South line of said Block Twelve (12), thence East on line of said Block Twelve (12) 150 feet to the East line of said Block Twelve (12), thence North to the place of beginning, situated in City of Gibson, County of Ford, and State of Illinois.

PIN: 09-11-11-329-005

Connect AC

A 3-foot connecting strip from the Northeast corner of parcel 09-11-10-100-047 extending 0.874 miles to the Southwest corner of parcel 09-11-11-178-010.

Connect AD

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-178-010 extending 0.078 miles to the Northwest corner of parcel 09-11-11-254-001.

Connect AE

A 3-foot connecting strip from the Southwest corner of parcel 09-11-11-254-003 extending 0.039 miles to the Northeast corner of parcel 09-11-11-183-017.

Connect AF

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-183-017 extending 0.083 miles to the Northeast corner of parcel 09-11-11-329-005.

N Route 9 (46.28)

09-11-11-378-012

Lots Three (3), Four (4) and Five (5) in Block Thirty-nine (39) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois

PIN: 09-11-11-378-012

09-11-11-378-013

Lots Ten (10), Eleven (11) and Twelve (12) in Block Thirty-nine (39) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-378-013

09-11-11-378-020

All of Lots 4 and 5 and part of Lot 3 in Block 34 in Guthrie's Addition to Gibson, described as follows: Beginning at the Southwest Corner of Block 34 in Guthrie's Addition to Gibson, thence east on the South Line of said Block, 160 feet to the West Line of the alley running north and south through said block, thence north 117 feet, thence west 160 feet to the West Line of said Block 34, thence south on the West Line of said Block 34 a distance of 117 feet to the Place of Beginning, situated in the city of Gibson, County of Ford and State of Illinois.

PIN 09-11-11-378-020

09-11-11-378-039

Tract 1:

Lots 1 and 2 in Block 39 of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the South half of vacated 2nd Street lying North of and adjoining said Lot 1; and the West half of the vacated alley lying East of and adjoining said Lot 1 and said Lot 2;

Tract 2:

Lots 6 and 7 in Block 38 in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the North half of vacated 2nd Street lying South of and adjoining said Lot 7; and the West half of the vacated alley lying East of and adjoining said Lot 6 and said Lot 7; and the East half of the vacated alley lying West of and adjoining Lot 9 in said Block 38.

PIN 09-11-11-378-039

09-11-11-378-040

TRACT 1:

Lots One (1), Two (2), Thirteen (13) and Fourteen (14) in Block Thirty-nine (39) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the South half of vacated 2nd Street lying North of and adjoining said Lot 1; and the West half of the vacated alley lying East of and

adjoining said Lot 1 and said Lot 2; and the East half of the vacated alley lying West of and adjoining said Lot 13 and said Lot 14; and the South half of vacated 2nd Street lying North of and adjoining said Lot 14; and the West half of vacated State Street lying East of and adjoining said Lot 13 and said Lot 14.

TRACT 2:

Lots Six (6), Seven (7), Eight (8) and Nine (9) in Block Thirty-eight (38) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the North half of vacated 2nd Street lying South of and adjoining said Lot 7 and said Lot 8; and the West half of the vacated alley lying East of and adjoining said Lot 6 and said Lot 7; and the East half of the vacated alley lying West of and adjoining said Lot 8 and said Lot 9; and the West half of vacated State Street that lies East of and adjoining said Lot 8 and said Lot 9.

TRACT 3:

Lot Seven (7) and the West Ten (10) feet of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the East half of vacated State Street lying West of and adjoining said Lot 7; and the North half of vacated 2nd Street lying South of and adjoining said Lot 7 and said West 10 feet of said Lot 8; and the West half of the vacated alley lying East of and adjoining said Lot 7; and the West half of the vacated alley lying West of and adjoining said West 10 feet of said Lot 8.

TRACT 4:

Lot Six (6) in Block Thirty-five (35) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, and the East half of vacated State Street lying West of and adjoining said Lot 6; and the West half of the vacated alley lying East of and adjoining said Lot 6.

TRACT 5:

The East One Hundred Fifty (150) feet of Lot Nine (9) in Block Thirty-five (35) in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

TRACT 6:

Block Thirty-four (34) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois, EXCEPT the following described real estate to wit: Beginning at the Southwest Corner of Block Thirty-four (34) in Guthrie's Addition to Gibson, thence East on the South line of said Block One Hundred Sixty (160) feet to the West line of the alley running North and South through said Block, as shown on the Original Plat of said Block, thence North One Hundred Seventeen (117) feet, thence West One Hundred Sixty (160) feet to the West line of said Block Thirty-four (34), thence South on the West line of said Block Thirty-four (34) a distance of One Hundred Seventeen (117) feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois; and the South half of vacated 2nd Street lying North of and adjoining Lot 1 and Lot 14 in said Block 34; and the East half of vacated State Street that lies West of and adjoining Lot 1, Lot 2 and that part of Lot 3 described above in said Block 34; and the East half of the vacated alley that lies West of and adjoining Lots 10, 11, 12, 13 and 14 in said Block 34; and the West half of the vacated alley lying East of and adjoining Lot 1 and Lot 2 and that part of Lot 3 described above in said Block 34.

TRACT 7:

Parcel A:

Beginning at the Southeast Corner of Block Thirty-five (35) of Guthrie's Addition to Gibson, running thence North 50 feet, thence West 150 feet, thence South 50 feet, thence East 150 feet to the place of beginning, all in Block Thirty-five (35) of Guthrie's Addition to Gibson, the same being the East 150 feet of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

Parcel B:

Commencing at the Southeast Corner of Lot Eight (8) in Block Thirty-five (35) of Guthrie's Addition to Gibson, thence South 40 feet on the East line of said Lot Eight (8) extended, thence West 150 feet on a line parallel to the South line of said Lot Eight (8), thence North 40 feet, thence East on the South line of said Lot Eight (8) to the point of beginning, all in Guthrie's Addition to Gibson, situated in the City of Gibson, County of Ford and State of Illinois.

PIN: 09-11-11-378-040 & 09-11-11-378-039

09-11-14-201-006

Beginning on the West Line of the Northeast Quarter of Section 14, Township 23 North of the Base Line, Range 7 East of the Third Principal Meridian, a distance of 386.89 Feet South of the Northwest Corner of said Northeast Quarter; thence South 00°06'40" West, 300.00 Feet on said West Line; thence South 89°42'38" East, 229.74 Feet; thence North 00°07'43" East, 300.00 Feet; and thence North 89°42'38" West, 229.83 Feet to the place of beginning, encompassing 1.582 Acres, situated in Ford County, Illinois,

PIN: 09-11-14-201-006

09-11-14-201-007

The North 1574.4 feet of even width of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Fourteen (14), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, situated in the County of Ford and State of Illinois, EXCEPTING THE FOLLOWING DESCRIBED TRACTS:

Tract 1:

Commencing at the Northeast corner of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M., and running thence South along the East edge of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$, 600 feet, thence West parallel with the North Section line, 400 feet, thence North parallel with said East side of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ 400 feet, thence East 200 feet parallel with the North line of said Section, thence North 200 feet, to the Section line, thence East to the point of beginning, all situated in the County of Ford and State of Illinois;

Tract 2:

A part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14-23-7 East of the 3rd P.M., in Ford County, Illinois, being further described as follows: Beginning at a point which is on the East boundary line of State Highway Route 47 and 390 feet South of the center line of State Highway Route 9; thence East parallel to the center line of Route 9 for a distance of 285 feet; thence North parallel to the center line of Route 47 to the South boundary line of Route 9; and thence Westerly, Southwesterly and Southerly along the South and East boundary lines of Routes 9 and 47, respectively, to the place of beginning;

Tract 3:

Beginning on the North Section line of Section 14-23-7 East of the 3rd P.M. on the West line of Lott Blvd. extended and running thence South 753.6 feet on the West line of said Lott Blvd. extended, thence East 80 feet to the East line of said Lott Blvd. extended, thence North 753.6 feet, more or less, to the North Section line of said Section 14, thence West to the place of beginning, situated in the W½ of the NE¼ of Section 14-23-7 East of the 3rd P.M. in the City of Gibson, County of Ford and State of Illinois;

Tract 4:

Commencing at a brass plate which is on the North line of Section 14-23-7 East of the 3rd P.M., in the center of said Section (the same being the Quarter Section corner) and running thence East on said Section line a distance of 830 feet, thence South a distance of 703.6 feet on the West line of Lott Blvd. extended, for a place of beginning, and running thence West 40 feet parallel with the North Section line of said Section 14, thence South 50 feet parallel with the West line of Lott Blvd. extended, thence East 40 feet parallel with the North Section line of said Section 14, and thence North to the place of beginning, in the City of Gibson, County of Ford and State of Illinois;

Tract 5:

The West 100 feet of the following described tract: Commencing at the Northeast corner of the W½ of the NE¼ of Section 14-23-7 East of the 3rd P.M. and running thence West along the North edge of said W½ of the NE¼, 200 feet to a place of beginning, and running thence South parallel with the East edge of the said W½ of the NE¼, 200 feet, thence West parallel with the North Section line, 200 feet, thence North parallel with said East line of said W½ of the NE¼, 200 feet, thence East 200 feet along said North line of said Section to the point of beginning, situated in the County of Ford in the State of Illinois;

Tract 6:

The East 100 feet of the following described tract: Commencing at the Northeast corner of the W½ of the NE¼ of Section 14-23-7 East of the 3rd P.M. and running thence West along the North edge of said W½ of the NE¼, 200 feet to a place of beginning, and running thence South parallel with the said East edge of the said W½ of the NE¼, 200 feet, thence West parallel with the North Section line, 200 feet, thence North parallel with said East line of said W½ of the NE¼, 200 feet, thence East 200 feet along said North line of said Section to the point of beginning, situated in the County of Ford in the State of Illinois;

Tract 7:

Commencing at a point on the East line of the right-of-way of Illinois State Highway Route 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 325 feet along said highway right-of-way line, thence East 650 feet parallel with the South line of said NE¼ of said Section 14 to the point of beginning, thence South parallel with said highway right-of-way 325 feet to said South line of the NE¼ of said Section 14; thence East along said South line 150 feet, thence North parallel with said highway right-of-way 325 feet, thence West to the place of beginning, all in said NE¼ of said Section 14, in Ford County, Illinois;

Tract 8:

Beginning at a point on the East line of the right-of-way of Illinois State Highway Route 47 which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 325

feet along said highway right-of-way line, thence East 400 feet parallel with the South line of said NE¼ of Section 14, thence South parallel with said highway 325 feet to said South line of the NE¼ of Section 14, and thence West 400 feet along said South line to the point of beginning, in said NE¼ of Section 14, situated in Ford County, Illinois;

Tract 9:

Commencing at a point on the East line of the right of way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 385 feet along said highway right of way line, to the point of beginning, thence North 162.50 feet along said highway right of way line; thence East 100 feet parallel with the South line of said NE¼ of said Section 14, thence South parallel with said highway right of way 162.50 feet, thence West to the point of beginning, all in said NE¼ of said Section 14 in Ford County, Illinois;

Tract 10:

Beginning at a point on the East line of the right of way of Illinois State Highway Route 47 which is 39.75 feet East of the West line of the NE¼ of Section 14-23-7 East of the 3rd P.M. and 547.5 feet North of the South line of said NE¼, thence North 162.5 feet along said highway right of way line, thence East 200 feet parallel with said South line, thence South 162.5 feet parallel with said highway right of way line, and thence West 200 feet to the point of beginning, in said NE¼ of Section 14, situated in the County of Ford and State of Illinois;

Tract 11:

Beginning at a point on the East Line of the right-of-way of Illinois State Highway Route 47 which is 39.79 feet East of the West Line of the NE¼ of Section 14-23-7 East of the 3rd P.M. and 770 feet North of the South line of said NE¼, thence North 150 feet along said highway right-of-way line, thence East 200 feet parallel with said South line, thence South 150 feet parallel with said highway right-of-way line, and thence West 200 feet to the point of beginning, in said NE¼ of Section 14, situated in Ford County, Illinois;

Tract 12:

A tract of land described as follows: Commencing at a point on the East line of the right-of-way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence East 400 feet on the South line of said NE¼ of said Section 14 to a point of beginning, thence North 325 feet parallel with Illinois State Highway 47 right-of-way line, thence East 100 feet parallel with the South line of the NE¼ of said Section 14, thence South 325 feet parallel with said highway right-of-way line, thence West 100 feet on the South line of the NE¼ of said Section 14 to the point of beginning, all in said NE¼ of said Section 14, in the County of Ford and State of Illinois;

Tract 13:

Commencing at a point on the East line of the right-of-way of Illinois State Highway 47, which is 39.65 feet East of the Southwest corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence North 385 feet along said highway right-of-way line, to the point of beginning, thence East 800 feet parallel with South line of said NE¼ of said Section 14, thence South parallel with said highway right-of-way 60 feet, thence West 800 feet parallel with the South line of said NE¼ of said Section 14 to the highway right-of-

way line, thence North to the point of beginning, all in said NE¼ of said Section 14 in Ford County, Illinois;

Tract 14:

The portion of the NE¼ of Section 14-23-7 East of the 3rd P.M., situated in the County of Ford and State of Illinois, that lies South of the centerline of the drainage ditch that runs in an Easterly and Westerly direction through said tract, which drainage ditch is under the jurisdiction of the Sangamon and Drummer Drainage District, EXCEPTING THEREFROM TRACTS 7 THROUGH 13 INCLUSIVE, DESCRIBED ABOVE;

Tract 15:

Beginning at the Southwest Corner of the NE¼ of Section 14-23-7 East of the 3rd P.M., thence South 90 degrees 00.0 minutes East a distance of 540.1 feet on the South Line of said NE¼, thence North 00 degrees 00.7 minutes East 8.2 feet to a true point of beginning, thence North 00 degrees 00.7 minutes East 325.6 feet to the South Line of Lynn Street, thence South 89 degrees 37.3 minutes East 150.2 feet along the South Line of Lynn Street, thence South 00 degrees 15.7 minutes West 324.7 feet, and thence North 89 degrees 44.2 minutes West 148.8 feet to the true point of beginning; in said NE¼, situated in the County of Ford and State of Illinois;

Tract 16:

A tract of land described as follows: Beginning on the West Line of the NE¼ of Section 14-23-7 East of the 3rd P.M. a distance of 386.89 feet South of the Northwest Corner of said NE¼; thence South 00 degrees 06 minutes 40 seconds West 300.00 feet on said West line; thence South 89 degrees 42 minutes 38 seconds East 229.74 feet; thence North 00 degrees 07 minutes 43 seconds East 300.00 feet; and thence North 89 degrees 42 minutes 38 seconds West 229.83 feet to the place of beginning, situated in the City of Gibson, County of Ford and State of Illinois.

09-11-14-226-009

Beginning on the North line of the Northeast Quarter of Section 14, Township 23 North, Range 7 East of the Third Principal Meridian, 316.26 feet West of the Northeast corner of said Northeast Quarter; thence West 554.96 feet on said North line; thence 89 degrees, 57 minutes, 13 seconds to the left 730.76 feet on the East line of Wood Street; thence 89 degrees, 53 minutes, 30 seconds to the left 555.87 feet; and thence 90 degrees, 10 minutes, 47 seconds to the left 732.26 feet to the place of beginning, situated in Ford County, Illinois.

Except the following:

Beginning at the Northeast corner of the Northeast Quarter of Section 14, Township 23 North of the Base Line, Range 7 East of the Third Principal Meridian; thence South 90 degrees, 00 minutes, 00 seconds West a distance of 316.68 feet on the North line of said Northeast Quarter; thence South 00 degrees, 07 minutes, 30 seconds East 28.63 feet to a true point of beginning; thence continuing South 00 degrees, 07 minutes, 30 seconds East 360.00 feet; thence North 89 degrees, 57 minutes, 25 seconds West 200.00 feet; thence North 00 degrees, 07 minutes, 30 seconds West 360.00 feet; and thence South 89 degrees, 57 minutes, 25 seconds East 200 feet on the South line of the Right of Way of Illinois Highway Route 9 to the true point of beginning, together with that part of said Northeast Quarter lying adjacent to an North of the above- described tract of land, being 200 feet from East to West, subject to

the Right of Way of Illinois Highway Route 9 as it now exists, and excepting that part of said tract conveyed to the State of Illinois as set out in a Deed recorded in Book 91 of Deeds, Page 14, situated in Ford County, Illinois.

PIN: 09-11-14-226-009

Connect AG

A 3-foot connecting strip from the Southeast corner of parcel 09-11-10-100-047 extending 0.913 miles to the Northwest corner of parcel 09-11-11-378-039.

Connect AH

A 3-foot connecting strip from the Southeast corner of parcel 09-11-11-378-040 extending 0.073 miles to the Northwest corner of parcel 09-11-14-201-007.

Connect AI

A 3-foot connecting strip from the Northeast corner of parcel 09-11-14-201-007 extending 0.086 miles to the Southwest corner of parcel 09-11-14-226-009.

(Signature page follows)

Amended the _____ of _____ 2025

County of McLean

By: _____

County Board Chairman

County of Ford

By: _____

County Board Chairman

City of Bloomington

By: _____

Mayor

City of Gibson City

By: _____

Mayor

Town of Normal

By: _____

Chief Elected Official



Regular Agenda Item No. 9.A.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Presentation and Discussion on Water Quality Updates, as requested by the Water Department.

Recommended Motion: None; Presentation Only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2b. Quality water for the long term

Background: Water Director, Ed Andrews, will provide an update on the City's water quality and any future needs.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

None



Regular Agenda Item No. 9.B.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department.

Recommended Motion: The Item be postponed until the September 8, 2025 Council meeting to allow staff additional time to provide information to Council.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

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

Objective 5b. City decisions consistent with plans and policies

Background: Per § 44-1706B, text amendments may be proposed by City Staff. The following are recommendations for improvements or additions to the existing Zoning Code of the City of Bloomington (Chapter 44).

Summary of Topics Addressed:

- *Removing duplication/conflict with lot size governance between the Subdivision Code (Ch. 24) and Zoning Code (Ch. 44) to allow platting and owner-occupancy of multiple-family structures that can already be built.* Clarifying the difference between a "Zoning Lot" (buildable area) and "Lot of Record" (legally transferable area) will not change which uses and structures can go where, but it will allow those structures to be platted in a way that allows fee-simple ownership. The way our Zoning Code and Subdivision Code interact has resulted in most attached structures (duplex, townhome, etc.) being divisible only as Condominiums. Condos are difficult to finance and insure, so most of these structures end up remaining rentals. Community interest in owner occupancy, combined with the market interest in these structure types, indicates the need to rectify this conflict in the Code. Owner-occupancy is linked to lower financing costs, generational wealth building, reduced property management costs, increased property values, and neighborhood stabilization.
- *Rectifying duplicative or impractical Residential Bulk and Site Standards.* Most of the Residential Zoning Districts apply a combination of at least five, if not all of the Bulk and Site Standards used in the Code. Bulk and Site Standards all

restrict how large a building can be compared to the lot it sits on, and when too many are implemented, they can come into conflict when trying to apply the Code to real world development. "Floor Area Ratio" is proposed for removal, in favor of the more familiar combination of buildable area and maximum building height. Physical height restrictions (feet) are poorly aligned with descriptive building height restrictions (stories). Height restrictions are poorly aligned with the practical application of triggers in the Building Code, as well as with the existing structures in the community. Minor changes to Lot Characteristics and Site Design have been made to the R-3A District to make the transition from the commonly-adjacent R-1C/R-2 Districts more visually seamless. A full discussion of the conflicts and opportunities for improvement may be found in the original Staff Report to the Planning Commission.

- *Clarifying notes added in the R-2 and R-3 "Bulk and Site Standards" tables that use different terms than the "Permitted and Special Uses" tables.* The R-2 District Permitted and Special Use table aggregates uses differently than the Bulk & Site Standards table, causing confusion over which uses fit under which classification. Notes "1" and "2" have been added for clarification, and the R-3 table classifications have been aligned with the R-2 for streamlined use and understanding.

On June 4, 2025, the Planning Commission held a public hearing on a package of text amendments, including the subset of amendments in the proposed Ordinance. Public testimony was accepted; no testimony in opposition to the proposal was received. The Commission voted 9-0-0 in favor of adopting findings of fact that the request was in the public interest and recommending approval of the request to City Council.

On July 28, 2025, the City Council postponed this item until the August 25, 2025, Regular Meeting, to permit discussion on a related topic at the August 18 Committee of the Whole meeting, prior to final decision on this Ordinance.

Staff are recommending that the Item be postponed until the September 8, 2025, Council meeting to allow staff additional time to provide information to Council.

Community Groups/Interested Persons Contacted: Notice of the Planning Commission public hearing was published in *The Pantagraph* on May 8, 2025.

Financial Impact: Reducing hurdles to resident ownership of the dwelling units that can already be built may increase the property tax base; owner-occupancy supports increased property values due to the valuation methods used to assess homesteads versus rental properties. A potential increase in development value may be realized due to greater returns on investment from more clear and consistent standards.

Attachments:

1. Ordinance

2. Ordinance Exhibit A
3. Planning Commission Findings of Fact

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO PRACTICAL BUILDABILITY IN MIXED- AND MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

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

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Planning Commission ("COMMISSION"), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the City Code Chapter 44, including a subset related to Practical Buildability in Mixed- and Multiple-Family Residential Districts, set forth in Exhibit A ("AMENDMENTS"); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council ("COUNCIL") pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

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

SECTION 2. The COUNCIL hereby adopts the findings of fact of the COMMISSION, and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. 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.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 44 Zoning

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

Refer to Article XVI, Definitions, for clarity on the uses listed.

- A. Land uses. Uses are allowed in the Residential Districts in accordance with Table 402A. The following key is to be used in conjunction with the Use Table.

(1) Permitted uses. A "P" indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Ordinance.

(2) ...

(6) Minimum Lot Width. Minimum lot width, as used in the tables below, refers to a "Zoning Lot" or the size of an area that can accommodate structures and associated setbacks, not an ownership construct. Upon subdivision, multiple "Lots of Record" may be included in the zoning lot that governs the use and buildability of property.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts District must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

NOTES

* May include multiple Lots of Record, according to a subdivision

Table 403B: Bulk and Site Standards R-2 District

	Lot Characteristics		Site Design			Development Intensity		
District	Min. <u>Buildable</u> Lot Width (W) *	Min. <u>Buildable</u> Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential ¹	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	<u>2.5</u> <u>3</u>
Attached and Multi-Residential ²	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	<u>2.5</u> <u>3</u>
Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	<u>25</u> <u>45</u> feet	<u>4</u> <u>2</u>

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

Table 403B: Bulk and Site Standards R-2 District									
	Lot Characteristics		Site Design			Development Intensity			
District	Min. <u>Buildable</u> Lot Width (W) *	Min. <u>Buildable</u> Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single and Two-Family Residential Detached Residential ¹	<u>50</u> <u>70</u> feet	6,600	<u>30</u> <u>25</u> feet	<u>6</u> <u>10</u> feet	<u>30</u> <u>25</u> feet	6,600	—	<u>40</u> <u>35</u>	<u>2.5</u> <u>3</u>
Attached and Multi-Residential ²	70 feet	7,000	<u>30</u> <u>25</u> feet	10 feet	<u>30</u> <u>25</u> feet	1,500	0.5	<u>48</u> <u>35</u>	<u>2.5</u> <u>4</u>
Other Uses	70 feet	7,000	<u>30</u> <u>25</u> feet	10 feet	<u>30</u> <u>25</u> feet	7,000	—	<u>48</u> <u>35</u>	<u>2.5</u> <u>4</u>
R-3B									

Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
Single and Two-Family Residential Detached Residential ¹	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	45 35	2.5 3.5
Attached and Multi-Residential ²	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ⁴ <u>80</u> ³	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	7,000	—	65 ⁴ <u>80</u> ³	6

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

4 3. Adjacent to any parcel improved with a single family or two-family dwelling unit, the maximum permitted height is reduced to ~~65~~ 55 feet or four stories, whichever is lower.

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in “red tape” while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



Regular Agenda Item No. 9.C.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department.

Recommended Motion: The Item be postponed until the September 8, 2025 Council meeting to allow staff additional time to provide information to Council.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Objective 5b. City decisions consistent with plans and policies

Background: Per § 44-1706B, text amendments may be proposed by City Staff. The following are recommendations for improvements or additions to the existing Zoning Code of the City of Bloomington (Chapter 44).

Summary of Topics Addressed:

- *Removing a Development Intensity standard preventing the development of ADUs on common Residential properties.* “Minimum Lot Area per Dwelling Unit” is proposed for removal from all tables, since this provision prevents the installation of an ADU on every single-family lot in the City that does not meet at least double the minimum required lot size. The standards restricting bulk (lot width, size, and setback) still exist, supported by the pre-existing maximum residential density ascribed for each Zoning District. Per § 44-905A, the R-1 and R-2 Districts may still have only one principle building per lot.
- *Allowing for Select Commercial Uses in the Most “Urban” Residential Districts.* The R-3B (Multiple-Family) District is intended (and was originally located) on the fringes of the Bloomington Central Business District, or “other areas in the City where comparable physical arrangements of land uses are present” (§ 44-401G). This high-intensity Residential District is designed to be integrated with low intensity Commercial uses to support the daily needs of the residents, but few of the daily needs of a community can be located in this District, making true mixed use practically impossible outside of Downtown. To facilitate connected mixed

use communities, where they are appropriate, a limited number of small-scale commercial uses are proposed for addition to the R-3B District, when developed as part of a Mixed-Use project (intentionally integrated with a Residential component); these uses would be available only by Special Use. Due to the proximity and integration of R-D with Downtown, resulting in a “mixed use” character by nature, these additional uses are also proposed for addition in R-D as Special Uses.

- *Allowing Single-Family Residential above the ground floor in the D-2 (Downtown Transitional) District.* Two-Family and Multiple-Family (3+ units) dwellings are allowed in D-2 by right but Single-Family is not allowed at all. It is important to continue to "complement and support the uses located in the D-1 Central Business District," as stated in the intent statement for the District, but preventing the use in a District with 25-foot wide buildings that could house one dwelling unit on an upper floor is not consistent with the treatment or intent of the other Downtown District permissions. The proposed amendment mimics the D-1 (Central Business) District where Single-Family is allowed on the upper floors.

On June 4, 2025, the Planning Commission held a public hearing on a package of text amendments including the subset of amendments in the proposed Ordinance. Public testimony was accepted; no testimony in opposition to the proposal was received. The Commission voted 9-0-0 in favor of adopting findings of fact that the request was in the public interest and recommending approval of the request to City Council.

On July 28, 2025, the City Council postponed this item until the August 25, 2025, Regular Meeting, to permit discussion on a related topic at the August 18 Committee of the Whole meeting, prior to final decision on this Ordinance.

Staff are recommending that the Item be postponed until the September 8, 2025, Council meeting to allow staff additional time to provide information to Council.

Community Groups/Interested Persons Contacted: Notice of the public hearing at the Planning Commission was published in *The Pantagraph* on May 8, 2025.

Financial Impact: Reducing hurdles to the development of dwelling units and local commercial that can easily integrate with the existing urban fabric supports increased property values and sales tax income through nominal increases in residential density that encourages multi-generation housing, aging in place, and long-term occupancy via additional income to help support the principal residence.

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Planning Commission Findings of Fact

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO DEVELOPMENT INTENSITY AND COMMERCIAL USES IN RESIDENTIAL DISTRICTS, AND SINGLE-FAMILY RESIDENTIAL IN THE D-2 (DOWNTOWN TRANSITIONAL) DISTRICT

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

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the Bloomington City Code Chapter 44, including the subset related to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, set forth in Exhibit A (“AMENDMENTS”); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council (“COUNCIL”) pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

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

SECTION 2. The COUNCIL hereby adopts the findings of fact of the COMMISSION, and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. 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.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Bray, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 44 Zoning

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

...

A. Allowed Uses Table. [Amended 2-8-2021 by Ord. No. 2021-5; 10-24-2022 by Ord. No. 2022-99; 3-25-2024 by Ord. No. 2024-015; 9-23-2024 by Ord. No. 2024-076]

Table 402A: Residential Districts – Permitted and Special Uses										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
...										
COMMERCIAL										
Entertainment and Hospitality										
Sports and Fitness Establishments						S	<u>§ P²</u>	S	<u>§ P²</u>	§ 44-1013
...										
Offices										
Office Conversion									S	§ 44-1041
Medical or Dental Office or Clinic							<u>§ P²</u>		S	§ 44-1024
...										
Personal Services										
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.							<u>§ P²</u>	S		
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.							<u>§ P²</u>	S	<u>§ P²</u>	
Day-care centers	S	S	S	S	S	S	<u>§ P</u>	S	<u>§ P²</u>	
Retail and Service										
Drug Stores and Pharmacies							<u>§ P²</u>	S ²	S ²	
Grocery Stores, Supermarkets							S ²	S ²	S ²	
<u>Retail Sales, General</u>							<u>P²</u>		<u>S</u>	
<u>Restaurants</u>							<u>P²</u>		<u>S</u>	
<u>Specialty Food Shops</u>							<u>P²</u>		<u>S</u>	
...										

Notes:

1. Maximum permitted height is 45 feet or three stories, whichever is lower.
2. ~~The use shall be located within a building containing multiple family or office uses in the R-~~

~~3B District and shall not be permitted within a Mobile Home or Dwelling Unit in the R-4 District. The maximum permitted floor area is 1,600 square feet for Clothing Care; 1,000 square feet for Personal Care or 5,000 square feet for Drug Stores, Pharmacies, and Grocery Stores. Must be as part of Mixed-Use development, or becomes Special Use.~~

3. Premises must be an owner/operator-occupied residential building of historic architectural significance located on a lot in an S-4 Historic Preservation District and suitable to be used as a "place of assembly" defined herein.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts

District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	2.5
Attached and Multi-Residential	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	2.5

Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	15 feet	1
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Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single- and Two-Family Residential	70 feet	6,600	30 feet	10 feet	30 feet	6,600	—	35	2.5
Attached and Multi-Residential ²	70 feet	7,000	30 feet	10 feet	30 feet	1,500	0.5	35	2.5
Other Uses	70 feet	7,000	30 feet	10 feet	30 feet	7,000	—	35	2.5
R-3B									
Single- and Two-Family Residential	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	35	2.5
Attached and Multi-Residential	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ¹	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for	25 feet	7,000	—	65 ¹	6

Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
				buildings > 3 stories					

...

Table 502A: Business Districts - Permitted and Special Uses

	B-1	B-2	C-1	D-1	D-2	D-3	Reference
...							
RESIDENTIAL							
Household Living							
Dwelling, Single-Family				P ²	<u>P²</u>	P ¹	
Dwelling, Single-Family Attached	S	P	S		P	P ¹	§ <u>44-1046</u>
Dwelling, Two-Family		P	S	P ²	P	P ¹	§ <u>44-1046</u>
...							
COMMERCIAL							
Personal Services							
...							
Veterinary Office or Clinic	P	P	S		P	P	§ <u>44-1035</u>
Day-care centers	P	P	P	<u>S²</u>	S <u>P</u>		
...							

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in “red tape” while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



Regular Agenda Item No. 9.D.

For City Council: August 25, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$154,740 for the Capital Improvement Fund, to utilize reserves; and (2) a Resolution Authorizing the Approval of the Agreement with Kluber, Inc., DBA Kluber Architects & Engineers, for the Public Works Morrissey Facility Conceptual Plan (RFQ #2025-36), in an Amount Not to Exceed \$154,740, as requested by the Public Works Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

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

Background: On June 10, 2024, Council approved the purchase of the Owens Nursery property for \$5.425M, for the purpose of relocating the Public Works Campus. Potential upgrades needed for the Campus include the addition of a Fleet Building and various remodels of the existing buildings. These improvements were estimated to cost approximately \$15M, but significant planning, site layout, and infrastructure design are necessary before accurate costs can be determined.

The initial step in this process is the development of conceptual plans for the facility. The Request for Qualifications ("RFQ") asked that interested firms assist the City in maximizing the function and flexibility of the existing site to meet current and future needs and stay within the budget once it is established. The architectural and engineering firm ranked most experienced and qualified will develop a concept plan for a new Public Works campus, which will house the Public Works Department, Solid Waste Division, and Fleet Maintenance operations. The firm will work closely with City staff to develop a comprehensive concept plan that meets the operational and facility needs of these divisions. The concept plan should aim to optimize operational efficiency, reduce environmental impact, and integrate sustainable building practices in line with the City's goals. The plan will provide the City with a vision for the facility, including some preliminary engineering, conceptual layouts, space planning, preliminary opinion of probable construction cost for the development of the facility, and sustainable design recommendations.

Through RFQ #2025-36, ten firms submitted statements of qualifications specific to the project as described above. Based on these submittals and subsequent firm interviews, utilizing the established evaluation criteria, staff determined Kluber, Inc., DBA Kluber Architects & Engineers ("Kluber"), to be the most qualified firm to do the work that best meets the City's needs. Based on Kluber's selection under RFQ #2025-36, they were asked to submit a proposal for the development of conceptual plans for the facility. 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: The RFQ was advertised in *The Pantagraph* and *OpenGov* on February 25, 2025.

Financial Impact: If approved, the City will enter into an agreement with Kluber, Inc., DBA Kluber Architects & Engineers, in an amount not to exceed \$154,740. If the budget amendment is approved, this will be paid from the Capital Improvement Fund-Architectural & Engineering Service for the Capital account (40100100-70051). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 83. Details regarding the account codes for the budget amendment are located in Ordinance Exhibit A.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A
3. Resolution
4. Resolution - Exhibit A

ORDINANCE NO. 2025 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, IN THE AMOUNT OF \$154,740 FOR THE CAPITAL
IMPROVEMENT FUND, TO UTILIZE RESERVES**

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, which was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget for the Capital Improvement Fund, to utilize reserves for the Public Works Morrissey Facility Conceptual Plan, in the Amount of \$154,740, as requested by the Public Works 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 shall take effect immediately after its approval and publication as required by law.

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

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (154,740.00)
40100100-70051	Capital Improvement	Architectural & Engineering Services for Capital	\$ 154,740.00
Net Transaction:			\$ -

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH KLUBER, INC., DBA KLUBER ARCHITECTS & ENGINEERS, FOR THE PUBLIC WORKS MORRISSEY FACILITY CONCEPTUAL PLAN (RFQ #2025-36), IN AN AMOUNT NOT TO EXCEED \$154,740

WHEREAS, subject to the provisions of the City Code, staff are recommending the approval of an agreement with Kluber, Inc. ("Kluber") (Exhibit A), for the Public Works Morrissey Facility Conceptual Plan ("Project"), in an amount not to exceed \$154,740; and

WHEREAS, the Project consists of work necessary to develop conceptual plans and cost estimates for the new Public Works Facility; and

WHEREAS, the new facility will be located at the former Owens Nursery property that the City purchased in 2024; and

WHEREAS, the conceptual site planning is necessary for budgeting, designing, and the eventual development of the site in phases; and

WHEREAS, Kluber was selected through Request for Qualifications, RFQ #2025-36, as the most qualified firm to do the work that best meets the City's needs; 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 (Exhibit A), and any other documents consistent with this authority.

PASSED this 25th day of August 2025.

APPROVED this ____ day of August 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

July 10, 2025 (Revised July 23, 2025)

Carla A. Murillo
Procurement Manager
City of Bloomington
115 East Washington Street, Suite 403
Bloomington, IL 61701

Re: Public Works Campus – ‘Project’
Kluber, Inc. Proposal No. 250402.01R1

Dear Ms. Murillo:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the City of Bloomington (‘City’) desires to engage Kluber, Inc. (‘Contractor’) to provide usual and customary architectural and engineering Services for the proposed Public Works Campus located at 1706 Morrissey Drive, Bloomington, IL (herein referred to as ‘Project’).

OVERVIEW OF PROJECT SCOPE

The Project consists of the design of a functional, efficient, and sustainable Public Works Facility that will include but may not be limited to the following:

- Administrative offices for the Public Works Department
- Solid Waste, Streets, and Sewer Division operations, including storage, equipment staging, and processing areas for numerous large vehicles such as garbage/recycle trucks, Vector trucks, paving machines, backhoes, etc.
- Fleet maintenance bays, operational and vehicle storage areas
- Citizen Convenience Center – processing area for the collection of bulk waste from City operations and the residents
- Equipment and materials storage yards
- Employee and public amenities (e.g., break rooms, locker rooms)
- Site development, access roads, utilities, parking, and landscaping
- Storm water detention
- Site security, fencing, automatic gates, cameras, etc.

The concept design shall optimize operational efficiency, reduce environmental impact, and integrate sustainable building practices in line with the City’s goals. It will provide the City with a vision for the facility, including conceptual layouts, space planning, preliminary opinion of probable construction cost for the development of the facility, and sustainable design recommendations (not LEED certification).

INITIAL INFORMATION

- The program for the Project is completed as part of the Space Needs Analysis Phase.
- The Owner’s budget for the Cost of the Work (CoW) has not been provided. Kluber will assist the Owner in establishing the CoW as part of the Schematic Design Phase deliverable. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees,

land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.

- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is undetermined at this time; proposed compensation is based on a single contract for general construction; single bid package.
- The Owner's representative for the Project will be Russel Waller or as appointed.
- Kluber, Inc.'s representative for the Project will be Clayton Haldeman.

The foregoing is based on Request for Statement of Qualifications (RFQ #2025-36) dated February 25, 2025, Addendum #1 dated March 27, 2025 and our communications over the past few weeks.

SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Services for the Project as set forth in the standardized *City of Bloomington Agreement between City and Vendor for Professional Services*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Evaluation Phase:

- Refer to the attached Exhibit A.

Space Needs Analysis Phase:

- Refer to the attached Exhibit A.

Schematic Design Phase (Limited):

- Refer to the attached Exhibit A.

Subsequent Services Phases:

Design Development Phase:

Future Proposal

Construction Document Phase:

Future Proposal

Procurement Phase:

Future Proposal

Construction Administration Phase:

Future Proposal

SUPPLEMENTAL AND ADDITIONAL SERVICES

Supplemental Services are not included in the Services described above, but may be required for the Project or specifically requested by the Owner. The list below indicates Supplemental Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services are not included in the Services described above, but may be required for the Project. The list below indicates Additional Services that may arise at no fault of the Architect and approved by the Owner are as follows.

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service.



3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.
4. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients.
5. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
6. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
7. Evaluation of the qualifications of entities providing bids or proposals.
8. Consultation concerning replacement of Work resulting from fire or other cause during construction.
9. Assistance to the Initial Decision Maker (third party consultant, such as Owner's Representative), if other than the Architect.

COMPENSATION

Kluber, Inc. proposes to provide the Services described above for the Stipulated Sum noted below.

Kluber, Inc. proposes to provide the Supplementary and Additional Services described above for the fees scheduled below.

Compensation for Services, Supplementary and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services. Engagement of such will occur upon mutual agreement with the City.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Services:

Concept Development Phase – Evaluation	\$11,650.00
Concept Development Phase – Space Needs	\$30,650.00
Concept Development Phase – Civil Engineering	\$15,640.00
Schematic Design Phase (Basic Services).....	\$89,065.00
Schematic Design Phase (Civil Engineering)	<u>\$ 6,785.00</u>

Total Services Fee:..... \$153,790.00

Estimated Reimbursable Expenses:..... \$950.00

Total Services + Estimated Reimbursable Expenses:..... \$154,740.00

Supplemental and Additional Services:

As requested	At Hourly Rates listed below
Responding to Permit Comments from AHJ.....	At Hourly Rates listed below
Supplemental Services.....	Fee Basis or Amount
Additional Services	At Hourly Rates listed below

Reimbursable Expenses (not included in fees noted above) incurred in connection with our Services and Supplementary Services, and our consultants, will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$950.00.



Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2025):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$239.00
Project Manager.....	\$187.00
Project Mechanical Engineer III.....	\$177.00
Project Mechanical Engineer II.....	\$149.00
Project Mechanical Engineer I.....	\$122.00
Project Electrical Engineer III.....	\$177.00
Project Electrical Engineer II.....	\$149.00
Project Electrical Engineer I.....	\$122.00
Project Structural Engineer III.....	\$177.00
Project Structural Engineer II.....	\$149.00
Project Structural Engineer I.....	\$122.00
Project Technologist.....	\$177.00
Project Architect III.....	\$144.00
Project Architect II.....	\$122.00
Project Architect I.....	\$101.00
Interior Designer III.....	\$122.00
Interior Designer II.....	\$101.00
Interior Designer I.....	\$84.00
Construction Observer.....	\$101.00
Senior Project Coordinator.....	\$84.00
Project Coordinator.....	\$63.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%
Hourly rates for dispute resolution or legal proceedings are 2.0 times the rates noted above.	

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

INSURANCE

Kluber, Inc. will maintain its standard insurance as noted below until termination of this Agreement. If the Owner requirements are above the types and limits the Architect normally maintains, the Owner shall pay the Architect as a reimbursable expense.

- Commercial General Liability: \$2,000,000.00 for each occurrence, \$4,000,000.00 in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect: \$1,000,000.00 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation: At statutory limits.
- Employers' Liability: \$1,000,000.00 for each employee, and \$1,000,000.00 policy limit.
- Professional Liability: \$2,000,000.00 per claim, \$5,000,000.00 in the aggregate covering negligent acts, errors and omissions in the performance of professional services.



COPYRIGHTS AND LICENSES

1. As set forth in the Owner's Standardized Agreement.

CLAIMS AND DISPUTES

- A. As set forth in the Owner's Standardized Agreement.

TIMING

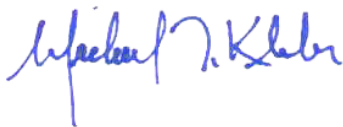
All services contemplated within this proposal shall be completed within 4 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature)

Date

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than the Owner.



Exhibit A

July 8, 2025 (Revised July 23, 2025)

Re: City of Bloomington Public Works Campus - "Project"

CONCEPT DEVELOPMENT PHASE**Evaluation Phase:**

- Review of available information furnished by the Owner. This includes extracting applicable information from the previously prepared BKV report.
- Wetland Delineation & Report – ERA will review publicly available aerial photography, water resource maps, soil survey, and topographic maps prior to conducting fieldwork. ERA will conduct a wetland investigation of the site and any offsite areas to determine if any wetlands and/or buffers are present in accordance with current Federal wetland methodology and the County Countywide Stormwater and Floodplain Ordinance wetland standards. If wetlands are found, ERA will stake wetlands with pin flags and/or marking tape labeled "wetland" and will locate the wetland flags with a handheld GPS data collector with submeter accuracy. ERA prepared a written wetland delineation report containing the following:
 - United States Army Corps of Engineers (USACE) data forms.
 - Threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR). Please note that IDNR requires a small fee for this consultation. ERA will bill this fee as a direct cost without markup. ERA will provide documentation that meets the Section 7 United States Fish and Wildlife Service (USFWS) requirements.
 - Aerial map exhibit of site showing approximate locations of data sampling points and wetland delineation boundary.
 - Floristic Quality Assessment per USACE requirements.
 - Wildlife habitat evaluation per County requirements.
 - Identification of approximate off-site wetland boundary for wetlands within one hundred (100') feet of the project.
 - Copy of County wetland map.
 - Copy of County soil map.
 - Site photos as necessary to describe wetland; and
 - Narrative of applicable wetland regulations.
- GIS LiDAR Topographic Plan of Existing Conditions – ERA will prepare a topographic plan of existing conditions utilizing available GIS LiDAR data, publicly available information, and previously completed survey information provided by others by owner (i.e. plat of survey and/or ALTA survey by others). The plan will include locations of existing improvements, contour data, and existing known infrastructure. This task includes one day of survey crew fieldwork for verification of items without publicly available information (e.g. sewer inverts, etc.). GIS LiDAR topography elevations will be tied to the North American Vertical Datum (NAVD) 88.
- Preliminary Stormwater Calculations – This task includes preparation of preliminary stormwater calculations including impervious cover calculations/analysis to assist with preliminary planning for stormwater.
- Obtain and review the Owner's vehicle and equipment asset list for the Public Works department prepared by Owner. The Owner shall include vehicle and equipment sizes and projected replacement dates plus anticipated future vehicle and apparatus purchases. The list shall also identify if the vehicle or equipment shall be located indoors or outdoors or in another location.

- Conduct a non-invasive site review to become familiar with the existing conditions.
 - Intent to prepare a high-level assessment of the various architectural and engineering systems for the purposes of establishing ability for adaptive re-use.
 - Identify obvious code violations based on current codes.
- Obtain and review Owner's current and projected staffing lists for each department relating to this analysis.
- Participate in a selected Public Works facility tour as selected by the City of Bloomington representatives of an existing facility that has been determined by the City as a good example of what is desired. After the completion of the tour, a re-cap meeting will be scheduled to review and gather feedback on the toured facility.
- Traffic planning/study has not been included in this phase. If desired, we would recommend following the Schematic Design Phase when the site characteristics are better defined.

Kluber Deliverables:

- Wetland delineation report.
- Topographic plan.
- Summary of facilities tour feedback.
- Existing building assessment report.

Space Needs Analysis Phase:

- Conduct a kick-off meeting with Owner to discuss the Project in detail.
- Identify and document the goals and objectives for the project.
- Conduct interviews/meetings with end users, departmental staff, City Administration and City Council (where applicable) to confirm the current and future space needs for each department. Interviews/meetings attendance and locations will be determined by the Owner.
- Programming: Prepare a tabular spreadsheet that identifies the current, 10- and 20-year space needs for the Project.
- Prepare a site concept plan (following an iterative process) with staff that includes: structure placement, facility development diagrams, development phasing (where applicable), access and circulation of vehicles and pedestrians, parking facilities and utility systems to service the site.
- Prepare preliminary space floor plan/s indicating spatial adjacencies and including vehicle and equipment placement locations based on information received from meetings and interviews.
- Conduct meetings with Owner as required to present findings. Meetings will generally occur as conference calls with in-person meetings as determined required.

Kluber Deliverables:

- Space Needs spreadsheet.
- Site development plan.
- Preliminary space floor plan



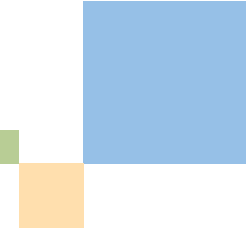
SCHEMATIC DESIGN PHASE (LIMITED)

- Develop preliminary options for Owner Review
 - Concept Architectural (blocking) floor plans indicating colored Program areas. Layouts of rooms, equipment and furniture will not be indicated.
- Prepare narrative of the architectural systems (exterior façade, roof, ceiling, finishes)
- Prepare narratives of the engineered systems (structural, mechanical, electrical, plumbing and fire protection)
- Provide Consultant Civil Engineering Services (limited):
 - Drawing of the proposed public works facility using available GIS/LIDAR and publicly available information (e.g., parcel boundary, ROW, setbacks, easements, utilities, etc.).
 - Narrative summary of the proposed site work
 - Engineer's opinion of probable cost of the site work
 - DOT Preliminary Coordination – This task includes preliminary coordination with the department of transportation (DOT) having jurisdiction of the adjacent roadways to identify any design restrictions and permitting requirements.
- Prepare an estimate of Cost of the Work, Total Project Cost & Schedule
 - Prepare preliminary estimates of probable construction cost on a cost per square foot basis for each use type.
 - Prepare a development schedule for the proposed improvements.
- Administer virtual meetings with Design Team & Owner to review project
- Review meetings with Owner
- Landscape Analysis and Design Services are not included as part of the Services for these initial Phases.
- Solicitation of soil borings for preparation of the geotechnical report will not be required at this time. If required based on the results of the Schematic Design Phase, Owner will contract directly with a geotechnical company. Kluber will assist in the solicitation of the required services. Recommendation is to have borings, and report completed once the layout of the buildings and site structures are reasonably determined.

Kluber Deliverables:

- Schematic Design Booklet containing the following:
 - Building Program
 - Architectural Concept Floor Plans (see attached sample representation)
 - Exterior Design Images (see attached sample representation)
 - Site Plan Concept (see attached sample representation)
 - Basis of Design Narratives
 - Building Code References
 - Site Development Descriptions
 - Architectural System Descriptions
 - Structural System Descriptions
 - Specialty Equipment Descriptions
 - HVAC System Descriptions
 - Plumbing System Descriptions
 - Fire Protection System Descriptions
 - Electrical System Descriptions
 - Preliminary Opinion of Probable Costs and Schedule
- Final Presentation of findings to Board for approval.

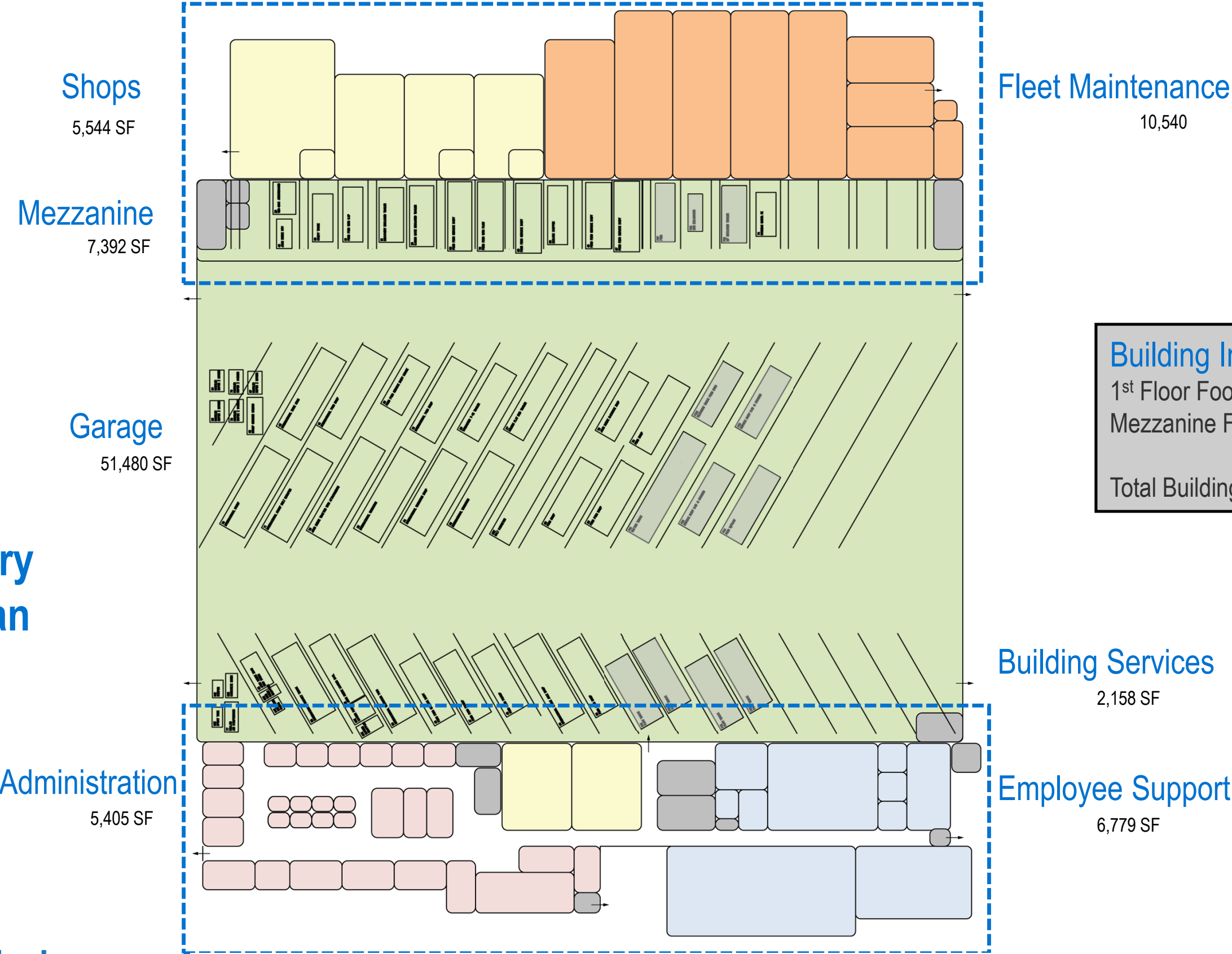






**SAMPLE SITE PLAN DESIGN IMAGES
FOR REFERENCE ONLY.**

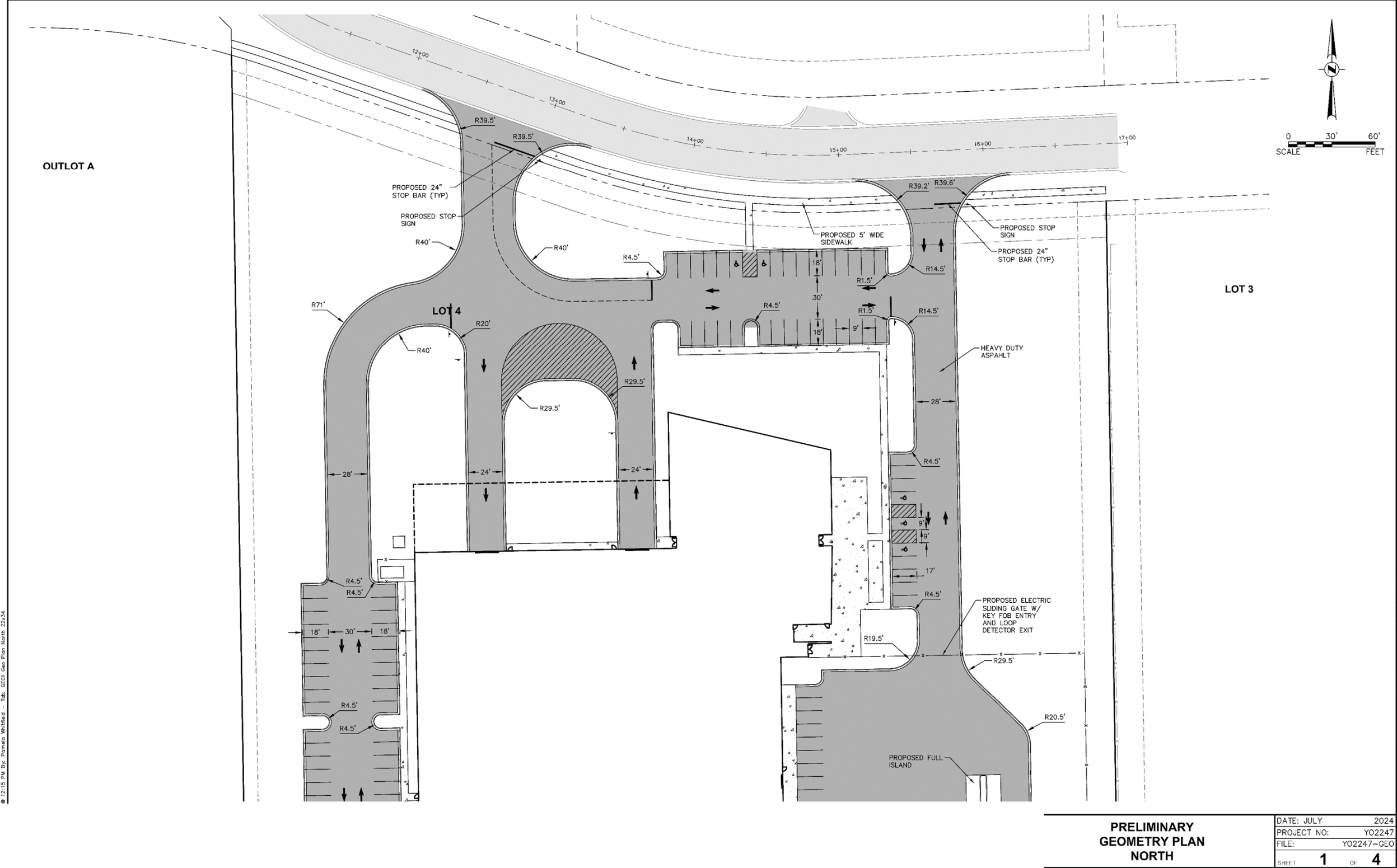
Preliminary
Space Plan



Building Information:
1st Floor Footprint: 81,906 SF
Mezzanine Floor Footprint: 7,392 SF
Total Building SF: 89,298 SF



SAMPLE FLOOR (BLOCKING) PLAN DESIGN IMAGES
FOR REFERENCE ONLY.

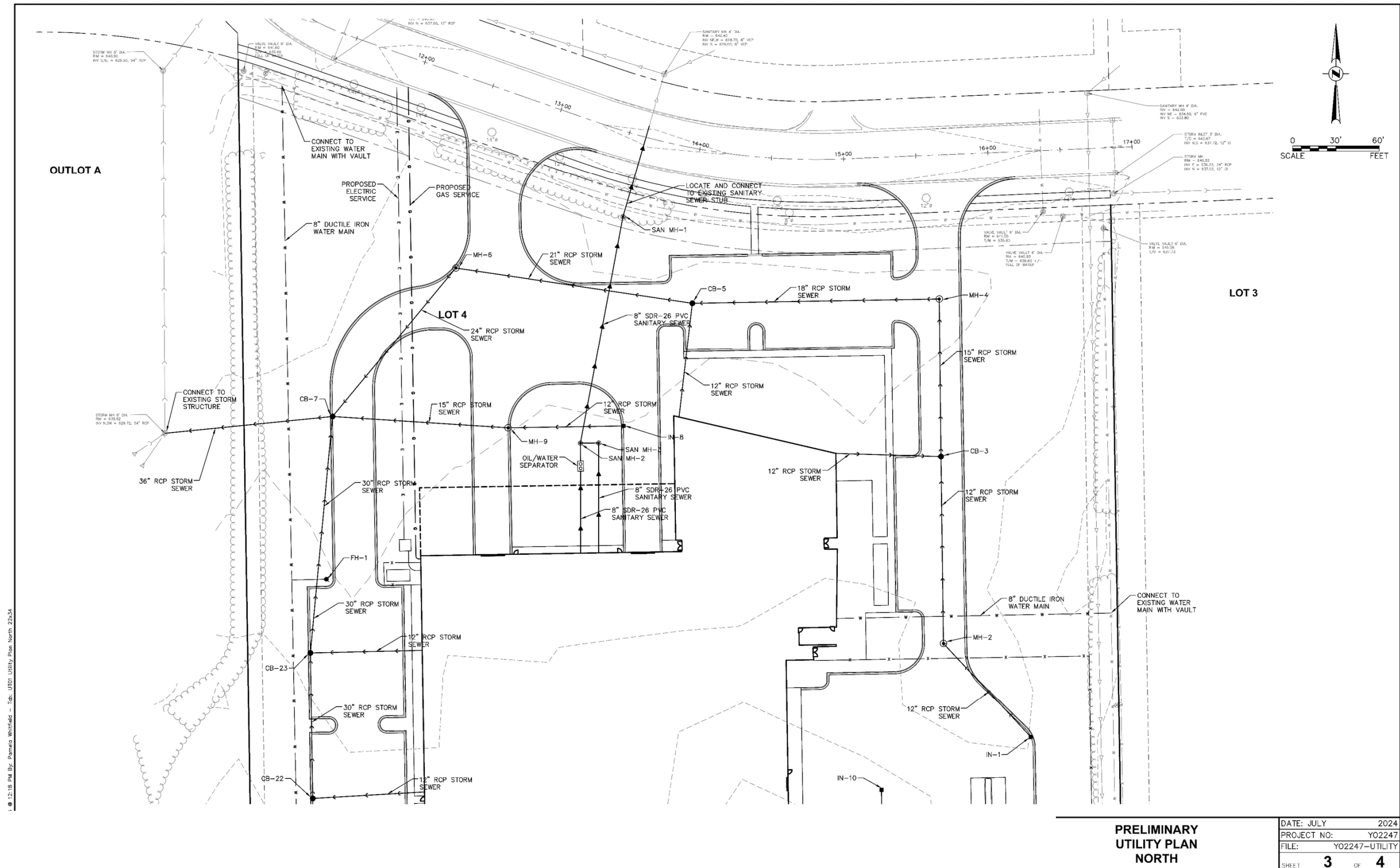


Engineering Geometry Plan North



SAMPLE PRELIMINARY SITE PLAN
FOR GEOMETRY.

www.kluberinc.com



Engineering Utility Plan North

SAMPLE PRELIMINARY SITE PLAN FOR UTILITY.

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