



**City of Bloomington
City Council
Regular Session Meeting
September 22, 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.

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 - Dan Brady

City Council Members

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

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

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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



**City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, September 22, 2025 - 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Mayoral Proclamation for the Designation of September 23, 2025, as Illinois Wesleyan University Day, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - B. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Comment**

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

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

 - A. Consideration and Action to Approve the Minutes of the August 25, 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 \$12,153,540.06, as requested by the Finance Department.** (Recommended Motion: The proposed Bills & Payroll be approved.)
 - C. Consideration and Action on a Resolution to Approve an Agreement with RJN Group, Inc., for Professional Engineering Services Associated with Water Main Condition Assessment in Census Tract 59, in an Amount Not to Exceed \$975,096.05, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
 - D. Consideration and Action on a Resolution Approving an Agreement with KP Fencing, for the Water Treatment Plant Removal and Replacement of Fencing**

Project (Bid #2026-13), in an Amount of \$193,666.61, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

- E. Consideration and Action on a Resolution Approving an Agreement With PIPCO Companies, Ltd., for Fire Station #3 HVAC Replacement (BID #2026-08), in the Amount of \$440,000, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)**
- F. Consideration and Action on a Resolution Approving a Contract with Western Specialty Contractors, for the Katthoefer Animal Building Roof Replacement (Bid #2026-10), in an Amount of \$54,875, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)**
- G. Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with District 87 for the Development of an Inclusive Playground on District 87 Property at Stevenson Elementary School, in an Amount Not to Exceed \$250,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Parkland Dedication Fund, to Utilize Reserves, in the Amount of \$250,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)**
- H. Consideration and Action on a Resolution Approving an Easement Agreement with the Illinois Department of Military Affairs for Stormwater Collection & Conveyance, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)**
- I. Consideration and Action on an Ordinance (1) Waiving the Technical Bidding Requirements; (2) Approving the Purchase of Life Insurance Through Reliance Matrix, for the Remainder of Fiscal Year 2026, in the Amount of \$57,000; and (3) Authorizing the City Manager to Approve One Calendar Year Renewal, as requested by the Human Resources Department. (Recommended Motion: The proposed Ordinance be approved.)**
- J. Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 2425 E. Lincoln Street, from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District (PIN: 21-11-327-001), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)**
- K. Consideration and Action on an Ordinance Amending the City Code Updating Chapter 6 (Alcoholic Beverages) to No Longer Require City-Owned Facilities Holding Liquor Licenses to Provide Bonds to the City, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)**
- L. Consideration and Action on an Ordinance Amending City Code Chapters 1 (General Provisions), 16 (Department of Finance), and 39 (Taxation) Related to Returned Payments, Applicable Service Fees/Charges, Severability and Privacy Clauses, and the Schedule of Fees, as requested by the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)**
- M. Consideration and Action on an Ordinance Amending City Code Chapter 2**

(Administration), Article II. (City Council), Section 17 Updating the Order of Business on Council Agendas, as requested by the Mayor. (Recommended Motion: The proposed Ordinance be approved.)

- N. **Consideration and Action on an Application from Nitelife Elements, LLC., d/b/a Wild Oak Social, to be located at 612 N. Main St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

8. Regular Agenda

- A. **Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 39 Pertaining to the Implementation of a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the City of Bloomington, Illinois, as requested by the Legal Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 10 minutes; and Council Discussion, 15 minutes.)
- B. **Consideration and Action on an Ordinance Amending Section 7-307 to Expand the Number of Video Gaming Licenses Available to Establishments in Bloomington , as requested by the Legal Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)
- C. **Consideration and Action on an Ordinance Authorizing the City Manager to Enter Into and Execute Short-Term Sales Tax Sharing Agreements with Downtown Businesses Impacted During Phase 1 of the Downtown Streetscape Project, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Sr. Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



Recognition/Appointments Item No. 5.A.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Mayoral Proclamation for the Designation of September 23, 2025, as Illinois Wesleyan University Day, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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. ADM 1B Illinois Wesleyan University Day



Mayoral Proclamation
***Designation of September 23, 2025 as Illinois Wesleyan
University Day***

WHEREAS, Illinois Wesleyan University, founded in 1850, celebrates its 175th anniversary in 2025, marking nearly two centuries of unwavering dedication to the pursuit of academic excellence and the advancement of the liberal arts and sciences; and

WHEREAS, Illinois Wesleyan University has served as a vital educational, cultural, and economic cornerstone of the City of Bloomington, shaping generations of scholars through a rigorous, student-centered curriculum and a steadfast commitment to civic engagement; and

WHEREAS, Illinois Wesleyan University has welcomed a diverse student body from across Illinois, the United States, and the world, building a vibrant, inclusive, and intellectually rich campus community that reflects the values of both the institution and our city; and

WHEREAS, Illinois Wesleyan University is becoming the nation's leader in entrepreneurial liberal arts education, building on its rich traditions while pioneering innovative programs that prepare students to join the workforce in a rapidly changing world; and

WHEREAS, the University's alumni — known as Titans — have made substantial contributions to society across a wide array of fields, embodying the University's mission to foster creativity, critical thinking, effective communication, strength of character and a spirit of inquiry; and

WHEREAS, the City of Bloomington recognizes and celebrates Illinois Wesleyan University's long-standing role in enhancing the quality of life for its residents through cultural programs, educational outreach, public service, and mutually beneficial partnerships; and

WHEREAS, in celebration of its 175th anniversary, Illinois Wesleyan University continues to inspire excellence, foster innovation, and shape the future of higher education in our city and beyond.

NOW THEREFORE, I, Mayor Dan Brady do hereby proclaim Tuesday, September 23, 2025 as Illinois Wesleyan University Day in the City of Bloomington, Illinois, and urge all citizens to join in recognizing the remarkable legacy, contributions, and continuing impact of Illinois Wesleyan University on our community, our state, and our nation.

A handwritten signature in black ink, appearing to read 'Dan Brady'.

Dan Brady
Mayor



A handwritten signature in black ink, appearing to read 'Leslie Yocum'.

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.B.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

Objective 5b. City decisions consistent with plans and policies

Background: The included appointments and reappointments are representative of the Council's approval from the September 8, 2025, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. ADM 1C Recognition of Appointments and Reappointments from 090825 Council



Appointments

Board of Fire and Police Commissioners:

- **Dean Fletcher**

Citizens' Beautification Committee:

- **Maureen Clancy**
- **Ronald Van Donk**

Appointments

Japanese Sister City:

▪ **Joseph Hale**

Library Board of Trustees:

▪ **Melissa Libert**

Appointments

McLean County Criminal Justice Coordinating Council:

- **Micheal Mosley**

Planning Commission:

- **Morgan Riley**

Appointments

Public Safety & Community Relations Board:

- **Nitin Aurora**

Technology Commission:

- **Ben Zimmerman**



Appointments

Transportation Committee:
• **Charles Brim**

Appointments

Zoning Board of Appeals:

- **Rebecca Welch**
- **Melissa Woods**

Reappointments

Connect Transit Board:

- **Judy Buchanan**

McLean County Public Building Commission:

- **Rob Fazzini**



Consent Agenda Item No. 7.A.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the August 25, 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 08-25-2025 Council Regular Session Minutes



Minutes
City Council - Regular Session
Monday, August 25, 2025 - 6:00 PM

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

Roll Call

Present: Mayor Dan Brady
Council Member Jenna Kearns
Council Member Micheal Mosley
Council Member Sheila Montney
Council Member John Danenberger
Council Member Michael Straza
Council Member Cody Hendricks
Council Member Mollie Ward
Council Member Kent Lee
Council Member Abby Scott

Recognition/Appointments

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

Justin Boyd, a former Planning Commission Member of nine years, accepted the Proclamation.

Public Hearings

No public hearings were held.

Public Comment

Mayor Brady read a public comment statement of procedure.

The following emailed public comment: (1) Eloise King; (2) Tara Von Lusk; (3) Adam Moore; (4) Remy Babin; (5) Mark P.; (6) Karen Rennels; (7) Greg Koos; (8) Cheryl Bresney; (9) Meg Backas; (10) Mary Evenson; (11) Katherine Ballard; (12) Becky Reed; (13) Terri Hoss; (14) Natalie Moore; (15) Robyn Walter; (16) Tory Moore; (17) Barb Haab; (19) Jodie Slothower; (20) Sean Larkin; (21) Sheri Stohl; (22) Bonnie Crutchley; (23) Susan Namboodiri (two); (24) Dava Zschau; (25) Bonnie and Gary Fern; (26) John Solberg; (27) Ann Eckert; and (27) Deb Oberg.

The following spoke in-person: (1) Michael Matejka; (2) Zoe Przybylski; (3) Steve Bute; (4) Julia Sutherland; (5) Reverand Elexis Wilson Thomas; (6) Rebecca Dobowe; (7) Jill Blair; (8) Noah Tang; (9) Bethany Barnett; (10) Sheri Strohl; (11) William Gustavson; and (12) Beverly Bell.

Council Member Ward made a motion, seconded by Council Member Danenberger, to extend Public Comment by ten minutes.

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

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.

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

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.)

RESOLUTION NO. 2025 - 149

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

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.)

RESOLUTION NO. 2025 - 150

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

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.)

RESOLUTION NO. 2025 - 151

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

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.)

RESOLUTION NO. 2025 - 152

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

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.)

RESOLUTION NO. 2025 - 153

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

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.)

RESOLUTION NO. 2025 - 154

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%

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.)

RESOLUTION NO. 2025 - 155

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

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.)

RESOLUTION NO. 2025 - 157

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

RESOLUTION NO. 2025 - 156

AN ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE

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.)

ORDINANCE NO. 2025 - 056

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

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.)

ORDINANCE NO. 2025 - 057

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

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.)

ORDINANCE NO. 2025 - 058

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

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.)

ORDINANCE NO. 2025 - 059

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)

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.)

ORDINANCE NO. 2025 - 060

AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE AMENDMENT 5

- PARCEL DELETIONS/ADDITIONS -

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

Regular Agenda

A. Presentation and Discussion on Water Quality Updates, as requested by the Water Department.

City Manager Jeff Jurgens stressed how serious City staff take water quality.

Ed Andrews, Water Director, provided an update on the City's water quality and lake levels. He reported that lake levels, especially at Lake Bloomington, had largely rebounded from last year's deficit, with only slight deficits remaining. He shared that the City had pumped from the Mackinaw River and was working with State agencies to potentially waive certain requirements to better manage lake levels in the future. Director Andrews also discussed water quality metrics, noting that taste and odor issues (measured by MIB) were currently well below problematic levels, and that harmful algae bloom indicators (microcystin) were being closely monitored with both in-house and outsourced testing. He noted that the City was preparing for potential future events by conducting regular monitoring and testing different water blends to ensure continued water quality.

Council Member Mosley asked Director Andrews about high MIB (taste and odor compound) levels in Lake Evergreen. Director Andrews explained that while raw water from the lake could have high MIB levels, the City's treatment process, especially with the addition of powdered activated carbon (PAC), had up to 98% removal efficiency. He noted that this also allowed the City to reduce even high raw MIB concentrations to safe levels (below 10 nanograms per liter) in the finished water supplied to residents.

Council Member Lee commended Director Andrews and his staff for successfully keeping their project on time and within budget, highlighting their effective planning and implementation. The two then discussed lake temperatures and how they affected algae blooms and treatment.

Mayor Brady asked about the last comprehensive water plan. Director Andrews stated that the 2018 Water Master Plan was the most recent and that a current review was underway.

The following Items were presented together:

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.

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.

City Manager Jurgens introduced two agenda items (9.B. and 9.C.) related to housing that had been continued from the previous meeting. He explained that staff recommended discussing the items at the next meeting so they could be considered together. He stated that staff were prepared to present on them or answer questions if the Council preferred that as well.

Council Member Montney asked if the two housing items should be consolidated or just discussed together. Manager Jurgens clarified they should be discussed together at the next meeting, not consolidated.

Council Member Mosley asked if postponing the discussion of the housing items would delay or negatively impact any contractors or projects that were waiting for Council approval. Manager Jurgens said that postponing the items to the next meeting would not harm any waiting projects and that they would simply have to wait for Council's decision.

Council Member Montney made a motion, seconded by Council Member Hendricks, to postpone Items 9.B and 9.C. to the September 8, 2025 Council meeting.

Mayor Brady directed the Clerk to call roll:

Ayes: Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Nayes: Kearns

Motion carried.

The following Item was presented:

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.

Deputy City Manager Sue McLaughlin explained that the City had selected a firm to create a concept development plan for the former Owens Nursery property. The plan would assess whether to keep or remove existing buildings; analyze site circulation and access; review environmental factors such as wetlands and wildlife; and project future space needs for City operations. It would also provide preliminary floor plans, cost estimates, and a project timeline. She noted that the planning process would involve input from staff and stakeholders, and that a budget amendment of about \$155,000 from the Capital Project Fund was necessary, if approved.

Council Member Lee and Manager McLaughlin discussed potential for an additional entrance off Mercer street.

Mayor Brady asked for clarification on where the \$154,740 for the Owens Nursery project would come from. Manager McLaughlin explained it would come from the General Fund, transferred through Capital Projects, as part of the City's Capital Project funding process. They then discussed the removal of the greenhouses, and that any additional remodeling would be

based on the resulting Conceptual Plan.

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

ORDINANCE NO. 2025 - 061

**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**

RESOLUTION NO. 2025 - 158

**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**

Finance Director's Report

Finance Director Scott Rathbun gave a financial update showing that the City's finances were in good shape so far the year. He reported that sales tax revenues were higher than expected, and noted that some revenues had changed due to new State laws. He shared that overall; the City was on track with its spending and income. He also explained how money was moved between funds to support projects, and that staff continued to monitor trends to ensure the City's financial health.

City Manager's Discussion

City Manager Jurgens shared that the City had switched to a new system for managing meeting agendas, and asked for patience as kinks with the new system were worked out. He then celebrated that the City was a finalist for a grant that could fund Downtown concerts, and noted that the Market Street Parking Garage was closed while staff helped tenants find new parking. He also mentioned ongoing Downtown construction and encouraged people to keep supporting local businesses. Finally, he reassured everyone that the Police Department's Community Engagement Unit remained active and continued working to build trust in the community, while also clarifying their approach to immigration-related events.

Mayor's Discussion

Mayor Brady thanked the public for their input, emphasized the importance of constructive criticism and leadership, and strongly denounced hate. He affirmed his commitment to fairness, and shared that he had signed the Not In Our Town pledge. He reiterated that there was no room for hate in the community.

Council Member's Discussion

Council Member Hendricks voiced strong support for the Not In Our Town initiative and efforts to fight hate and bigotry in the community. He thanked the City Manager for clarifying policies on immigration events and stressed the importance of continuing to educate and support

all residents, regardless of immigration status.

Council Member Ward thanked community members for speaking out against hate and urged City leaders to take a clear stand by publicly denouncing hatred and signing the Not In Our Town pledge, emphasizing that silence in the face of hate is unacceptable.

Council Member Scott expressed strong support for the Police Department's Community Engagement Unit, highlighted positive partnerships between law enforcement and local schools, and emphasized the importance of having trusted officers and resources available to the community, especially during times of concern.

Council Member Lee thanked the Information Technology Department staff for their work and support during Council meetings.

Council Member Kearns supported the anti-hate statements made by others and praised the Police Department's Community Engagement Unit's efforts. She shared a positive experience participating in a neighborhood walk with Police and other City staff, emphasizing how these activities helped connect City officials with residents and make them more accessible to the community.

Council Member Mosley echoed support for anti-hate efforts. He shared mixed feelings about signing pledges and touched on how sometimes they too can feel like pressure. He noted the good intent of the Not In Our Town pledge, and emphasized the need for sensitivity in how messages are delivered. He stressed the importance of encouraging open dialogue to unite the community.

City Manager Jurgens praised the entire Police Department for their excellent work in solving crimes and serving the community, and also acknowledged the great work done by all City Departments.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried (viva voce).

The meeting was adjourned at 7:47 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$12,153,540.06, as requested by the Finance Department.

Recommended Motion: The proposed Bills & 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 \$12,153,540.06 (Payroll total \$3,406,137.52, Accounts Payable total \$8,597,950.99, and Bank Transfers total \$149,451.55).

Attachments:

1. FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/5/2025	\$ 2,691,566.35	\$ 633,769.17	\$ 3,325,335.52

Off Cycle Adjustments	\$ 80,802.00	\$ -	\$ 80,802.00
PAYROLL TOTAL			\$ 3,406,137.52

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/22/2025	AP General	\$ 8,423,757.94
9/22/2025	AP JMScott	\$ -
9/22/2025	AP Comm Devel	\$ 57,654.10
9/22/2025	AP IHDA	\$ -
9/22/2025	AP Library	\$ 28,317.52
9/22/2025	AP MFT	\$ 61,403.45
9/04/2025-9/11/2025	Out of Cycle AP	\$ 26,817.98
8/11/2025-9/15/2025	AP Bank Transfers	\$ 149,451.55
AP TOTAL		\$ 8,747,402.54

PCARDS

PCARD TOTAL	\$ -
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GRAND TOTAL	\$ 12,153,540.06
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 7.C.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution to Approve an Agreement with RJN Group, Inc., for Professional Engineering Services Associated with Water Main Condition Assessment in Census Tract 59, in an Amount Not to Exceed \$975,096.05, 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: The Water Department is recommending the approval of an Agreement with RJN Group, Inc. for a comprehensive water main condition assessment service on approximately 101,271 feet of water main in Census Tract 59 to estimate the remaining useful life and detect defects and leaks. The project's goal is to assess the structural integrity of the selected water mains and estimate their remaining useful life.

The goal of non-invasive pipeline assessment that can be achieved is called Pipeline Integrity Inspection ("PII"). PII analyzes the evolution of controlled acoustic signals as they pass through a water main pipe. While acoustic assessment of water pipes is not new, the advantage of PII is the resolution with which the condition of the pipe can be determined. PII relates the dynamic sound fields generated by a sound source to changes in pipe wall conditions such as thickness, strength, and tuberculation down to the stick, an individual piece of water pipe, usually about 16-18 feet long. The information generated by the PII includes the following:

- Pressure and temperature of the water at the testing point.
- Presence and location of obstructions in the pipeline, including tuberculation.
- Presence and location of leaks.
- Presence and location of air pockets.
- Wall thickness and structural condition of each pipe stick.

Through Request for Qualifications ("RFQ") #2025-32, the City Council approved a list of pre-qualified vendors for Architectural and Engineering Services. RFQ #2025-32 established ten categories of professional services and identified qualified vendors to provide services in each

category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the six selected firms under the Utility (small) category, which is the key service for the project as described above, and determined RJN Group, Inc. to be the most qualified firm to do the work that best meets the City's needs. Based on RJN Group, Inc.'s selection under RFQ #2025-32 and their experience with the design, they were asked to submit a proposal for the scope and fees associated with the water main condition assessment. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. RJN Group, Inc. proposed that the Scope of Services and Agreement fees are not to exceed \$975,096.05. For this specific project, as outlined above, RJN Group, Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with RJN Group, Inc., in an amount not to exceed \$975,096.05. The Professional Engineering Services will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). A total of \$200,000 is included for design, with another \$4,500,000 budgeted for construction. If approved, \$775,096.05 will be transferred from the Water Transmission & Distribution-Water Main Construction Loan account (50100120-72545) to the Water Transmission & Distribution - Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 135, 229, 287, 295, and 296.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. 2025 AVA Assessment Proposal Census Tract 59

RESOLUTION NO. 2025 - ____

A RESOLUTION TO APPROVE AN AGREEMENT WITH RJN GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH WATER MAIN CONDITION ASSESSMENT IN CENSUS TRACT 59, IN AN AMOUNT NOT TO EXCEED \$975,096.05

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with RJN Group, Inc., for the Professional Engineering Services associated with the 2025 AVA Water Main Condition Assessments – Census Tract 59 (“Exhibit A”), in an amount not to exceed \$975,096.05 (“PROJECT”); and

WHEREAS, the PROJECT consists of an Advanced Vibroacoustic Analysis (“AVA”) process powered by Dynamic Response Imaging (“DRI”) on approximately 101,271 feet of water main ranging from 4-inch to 16-inch cast iron pipe in the Census Tract 59 area, as well as estimating the remaining useful life of said watermain; and

WHEREAS, the City will be able to fully understand the condition of these watermain, enabling proper coordination and planning with roadway improvement and lead service line replacement programs; and

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

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

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

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
RJN GROUP, INC.**

**FOR
AVA WATER MAIN CONDITION ASSESSMENT PROPOSAL CENSUS TRACT 59**

THIS AGREEMENT, dated this ____ day of ____ September ____, 202**5**, is between the City of Bloomington, IL (hereinafter "CITY") and ____ RJN Group, 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:
Through Request for Qualifications (RFQ) 2025-32 ____ (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:

RJN Group, Inc.
Attn: Francisco Sobral
2655 Warrenville Rd.
Downers Grove, IL 60515
franciso.sobral@

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: Michael M. Young
Its Senior VP

By: Ally A. Mthay
Its VP of Client Services

July 28, 2025

Ed Andrews, PE
Water Department Director
City of Bloomington
603 W. Division St
Bloomington, IL 61701

**Subject: Proposal for Professional Engineering Services
 2025 AVA Water Main Condition Assessments – Census Tract 59**

Dear Mr. Andrews:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Bloomington (City), offering comprehensive water main condition assessment services for the City to assess the condition of the remaining essential pipelines in Census Tract 59.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With over 90% of our work focused on underground infrastructure, we are uniquely qualified for this project.

Key Project Goals and Objectives

RJN actively embraces innovative technologies and carefully selects the most suitable technology for each project. We fully understand the City's keen interest in assessing the condition of water mains. Moreover, we recognize the critical importance of ensuring that the chosen pipes remain operational while minimizing any disruptions along the pipeline routes.

In November 2024, the City contracted with RJN to conduct a pilot water main condition assessment program using RJN's Advanced Vibroacoustic Analysis (AVA) process powered by Dynamic Response Imaging (DRI), a technology developed by RJN's partner, KenWave. The City chose approximately 5,100 linear feet of predominantly 6-inch cast iron pipe in the Census Tract 59 area.

This project's goal is to assess the structural integrity of the watermains in the remainder of Census Tract 59, totaling approximately 101,271 LF of watermain ranging from 4-inch to 16-inch. By inspecting all of Census Tract 59, the City will be able to fully understand the condition of these watermains, enabling proper coordination and planning with roadway improvement and lead service line replacement programs.

A map of the entire study area can be found in Exhibit D, while the following table summarizes the watermain to be assessed in the remainder of Census Tract 59:

Material	Diameter (in)	Length (ft)
Cast Iron	4	8,147
Ductile Iron	4	500
Cast Iron	6	66,739
Ductile Iron	6	2,595
Ductile Iron	8	8,727
Cast Iron	12	2,772
Ductile Iron	12	7,554
Ductile Iron	16	4,237
TOTAL:		101,271

Advanced Vibroacoustic Analysis (AVA) Powered by Dynamic Response Imaging™ (DRI)

AVA powered by DRI™ uses nonlinear vibroacoustic technology to assess pipeline condition using external access points such as hydrants, control valves or temporary potholes (installed via hydro excavation).

A wave generator introduces microscopic vibroacoustic signals into the water column, tuned to specific frequencies based on the pipe type and size, to excite the entire pipeline segment. The pipe vibrates at multiple resonance frequencies, which reflect localized wall stiffness. These frequencies are recorded and localized using a cross-correlation function between two sensors.

Post-inspection analysis in the time-frequency domain identifies and locates leaks and pipe wall distress and reports residual wall thickness for most iron pipes with a resolution as finite as 5 to 10 feet (Figure 1), depending on the spacing of access points. This capability will ensure that sub pipe stick level defects are both detected and located, not lost in an average result over a longer resolution length.

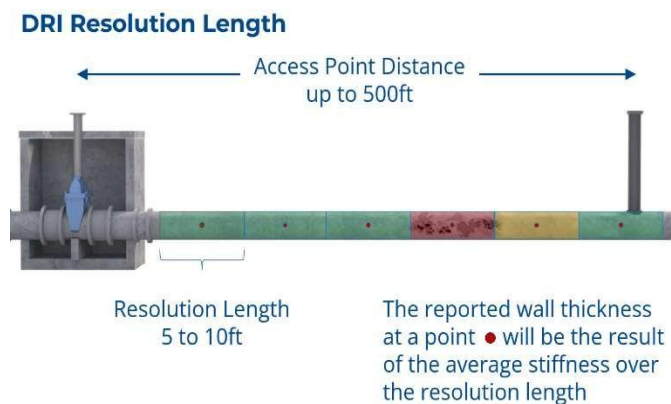


FIGURE 1
Resolution Diagram, based on < 600ft access points

The DRI technology requires three access points per pipe segment, as shown in Figure 2.

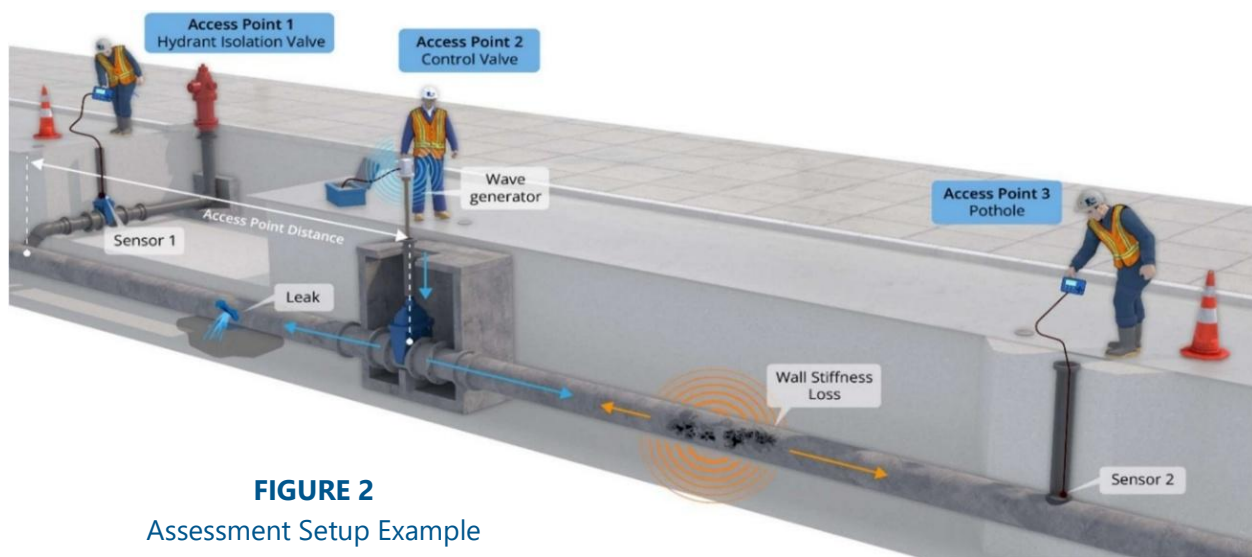


FIGURE 2
Assessment Setup Example

Access points can be spaced up to 600 feet apart, depending on site conditions and pipe characteristics, while still achieving pipe wall distress measurements with a resolution of 5 to 10 feet. While access points further apart can be acceptable in areas with limited accessibility to the pipeline, it will result in less refined distress resolution.

For the field inspection procedure, a field team operates lightweight, mobile field kits consisting of two data acquisition units and the wave generator, each contacting the pipe at predetermined access points. The pipeline is excited with specific vibroacoustic test signals, and data is recorded via sensors connected to the acquisition units. After uploading the data, the team moves to the next section to repeat the process until the entire pipeline is inspected. The inspection uses five main tools:

1. Data acquisition unit (data recorder)
2. External acoustic sensor (data sensing)
3. Wave Generator (excite the pipeline)
4. Tablet/laptop (user interface)
5. Personal protective, traffic, and safety equipment



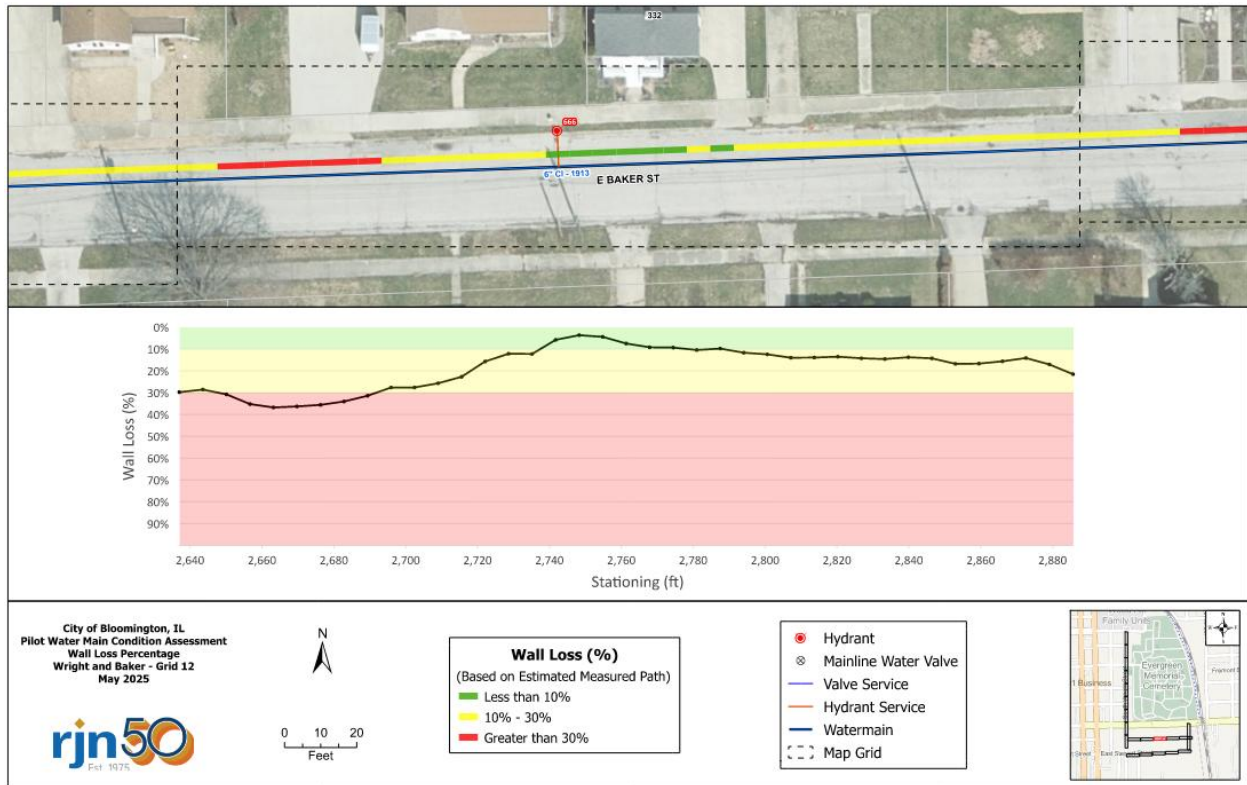
FIGURE 3
Example Field Equipment

The basic inspection deliverable includes a condition assessment report with residual wall thickness, identified leaks, location of both leaks and pipe wall distress along the inspected watermain, and structural integrating grading 1-3 based on percent wall loss with supporting excel tables and color-coded GIS shapefile. An example of the excel table can be seen in Figure 4 and a sample the wall thickness profile with a 6 ft resolution length color-coded GIS plan can be seen in Figure 5.

FIGURE 4
Sample Excel and Profile Deliverables

Street	Valve	Stationing / Distance	Year Installed	Material	Diameter (in)	Nominal Thickness (in)	Apparent Structural Thickness (in)	Wall Loss (in)	Wall Loss (%)
E Baker		2650.1	1913	CI	6	0.38	0.263	0.117	30.74%
E Baker		2656.7	1913	CI	6	0.38	0.246	0.134	35.17%
E Baker		2663.2	1913	CI	6	0.38	0.240	0.140	36.72%
E Baker		2669.8	1913	CI	6	0.38	0.242	0.138	36.24%
E Baker		2676.3	1913	CI	6	0.38	0.245	0.135	35.52%
E Baker		2682.8	1913	CI	6	0.38	0.251	0.129	34.01%
E Baker		2689.4	1913	CI	6	0.38	0.261	0.119	31.38%
E Baker		2695.9	1913	CI	6	0.38	0.275	0.105	27.61%
E Baker		2702.5	1913	CI	6	0.38	0.275	0.105	27.56%
E Baker		2709.0	1913	CI	6	0.38	0.282	0.098	25.67%
E Baker		2715.6	1913	CI	6	0.38	0.294	0.086	22.66%
E Baker		2722.1	1913	CI	6	0.38	0.321	0.059	15.65%
E Baker		2728.6	1913	CI	6	0.38	0.334	0.046	12.11%
E Baker		2735.2	1913	CI	6	0.38	0.334	0.046	12.22%
E Baker		2741.7	1913	CI	6	0.38	0.358	0.022	5.76%
E Baker		2748.3	1913	CI	6	0.38	0.366	0.014	3.62%
E Baker		2754.8	1913	CI	6	0.38	0.363	0.017	4.37%
E Baker		2761.4	1913	CI	6	0.38	0.352	0.028	7.43%

FIGURE 5
Sample color-coded GIS based on structural integrity grading



Project Approach

RJN will begin by collaborating closely with the City to identify and finalize the specific water segments that will undergo AVA powered by DRI™. This initial phase will involve detailed discussions to ensure that the most critical and representative segments are selected. Once the segments are confirmed, RJN will plan the setups and logistics, leveraging the City's GIS data to optimize the inspection process.

Following the planning phase, RJN will finalize the comprehensive plan, in consultation with the City and a site visit, ensuring all logistical and operational details are addressed in preparation for the testing phase. During the testing period, City crews will work in tandem with RJN crews to deploy and operate the pipeline assessment tools. This collaborative effort will ensure that the inspection is conducted efficiently and effectively, with minimal disruption to the community.

Upon completion of the fieldwork, the RJN team will undertake a thorough post-processing of the gathered data. This will involve advanced analysis techniques to interpret the acoustic signals and other data collected during the inspection. RJN will then compile a detailed report that outlines the findings and provides actionable recommendations. This report will include comprehensive GIS exhibits that visually represent the condition of the assessed pipelines, offering clear insights into their structural integrity and remaining useful life.

Assuring Quality and Safety

Quality Assurance

RJN is committed to providing **quality** deliverables. The completion of these inspections is critical in providing actionable results for the City. RJN's internal Quality Control tools as well as our corporate training and Quality Assurance processes in place will ensure that the program will provide value for Bloomington.

Safety

As an employee-owned firm, RJN's commitment to the **safety** of our employees, the City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any fieldwork.

Price and Schedule Summary

This project will be invoiced on a unit price and lump sum, percent complete basis for a total not-to-exceed fee of \$975,096.05. RJN will complete the study within seven months of an Agreement. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D - Maps

We are looking forward to the opportunity to work with the City on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Francisco (217-714-1209) if you would like to discuss this proposal or have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Francisco Sobral".

Francisco Sobral, PE
Client Manager

A handwritten signature in black ink, appearing to read "Thomas Romza".

Tom Romza, PE
Regional Manager

EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services for the 2025 AVA Assessment – Census Tract 59 project in the City of Bloomington:

1. Preparatory Work & Data Review

- a. Conduct a kickoff meeting with the City to discuss the project scope, objectives, roles, and establish lines of communication for the duration of the work.
- b. Discuss watermain histories, operations, and maintenance.
- c. Gather and review all available data from the City regarding the watermains, including
 - i. GIS maps and databases,
 - ii. Design and/or record drawings,
 - iii. Maintenance, modification/rehabilitation, and repair records,
 - iv. Past inspection data, operational data, and any other related data.
- d. Discuss project approach, schedule of work, and set expectations for the project.
- e. Share follow-up questions with the City for discussion.
- f. Visit the project area and preliminarily investigate the access points.
- g. Prepare a confirmation list for the City to check fire hydrants, valves, and vaults to meet project objectives.
- h. Ensure selected sites are acceptable and provide suitable locations concerning safety and equipment performance, adjust segment plans accordingly based on access availability and site conditions.

2. AVA powered by DRI™ Inspections

- a. Provide all necessary AVA inspection equipment and a three-to-four-person crew to complete field work.
- b. Use external vibroacoustic sensors and data acquisition units at predefined access points (e.g., hydrants, valves, or temporary potholes) along each pipeline segment to enable AVA testing.
- c. Introduce Vibroacoustic signals into the water column using a centrally positioned wave generator between the sensors to excite the pipeline and capture its dynamic response.
- d. Measure the distance between access points to ensure appropriate resolution and segment coverage.
- e. Perform on-site and remote QA/QC of field data before demobilization to confirm data integrity.

3. Data Analysis, Report and Recommendations

- a. Determine if any leaks are present on the testing segments and inform the City of the location within 3 working days

- b. Post-process the inspection data to assess localized pipe wall stiffness and identify structural anomalies using both time and frequency domain analyses. Correlate wall stiffness to wall loss averaged over the available resolution length.
 - c. Include a summary of the work completed and results of the AVA inspections delivered in a draft report including:
 - i. A GIS map of the water main system, including findings from the AVA inspections.
 - ii. Engineering recommendations for further inspections, rehabilitation/repair, and/or maintenance based on the inspection data.
 - iii. Budgetary pricing and recommended timing (urgency) for implementation of recommendations.
 - d. Meet with City Staff to discuss findings and recommendations, revise draft accordingly.
 - e. Submit a digital and two hard copies (if desired) of the final report.
 - f. Provide digital copies of all inspection data, analysis results, and photographs from inspections, including GIS databases and shapefiles
 - g. Upload final report and supporting documents to Clarity®.
4. Project Management
- a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
 - b. Provide monthly updates to City staff throughout the duration of the project (summary of completed work, upcoming activities, and any schedule or budget considerations).
 - c. Coordinate and attend meetings with City staff as necessary to discuss the progress of the project, address technical questions, and ensure alignment with client expectations and project objectives.

Items Requested from the City

1. Updated GIS geodatabases, shape files, or CAD atlases for the water distribution system for the study area. Any design and/or record drawings, break history, maintenance, and repair records, past inspection data, and any other related data.
2. Access to distribution system for inspection. Assistance locating or opening seized/buried appurtenances as required.
3. **Cleaning of valve boxes and vaults, as necessary, to gain access to the pipe and appurtenances.**
4. Install or provide temporary access to the pipeline (potholes), where necessary.
5. **Assistance with traffic control in high traffic areas, as necessary. It is expected that an arrow board will be necessary for up to 5 working days.**
6. **Any permitting involved with traffic control is not included in this proposal. Any required communication with Permitting Agencies is expected to be completed by the City.**
7. Provide communication with residents within the vicinity of our work.



EXHIBIT B PRICING

Pricing for the 2025 AVA Inspections – Census Tract 59 project is as follows:

Pricing Terms for Invoicing: Unit Price/Lump Sum, Percent Complete

Not-To-Exceed Total Cost: **\$975,096.05**

Cost Schedule

Task	Unit Price	Units	Fee
Site Investigation and Planning	Lump Sum		\$99,500.00
AVA Inspection	\$7.55/ft	101,271 ft	\$764,596.05
Analysis and Reporting	Lump Sum		\$76,000.00
Project Management	Lump Sum		\$35,000.00
TOTAL			\$975,096.05

Proposal Option

This Proposal can be amended to include additional work upon joint approval by the City and RJN.

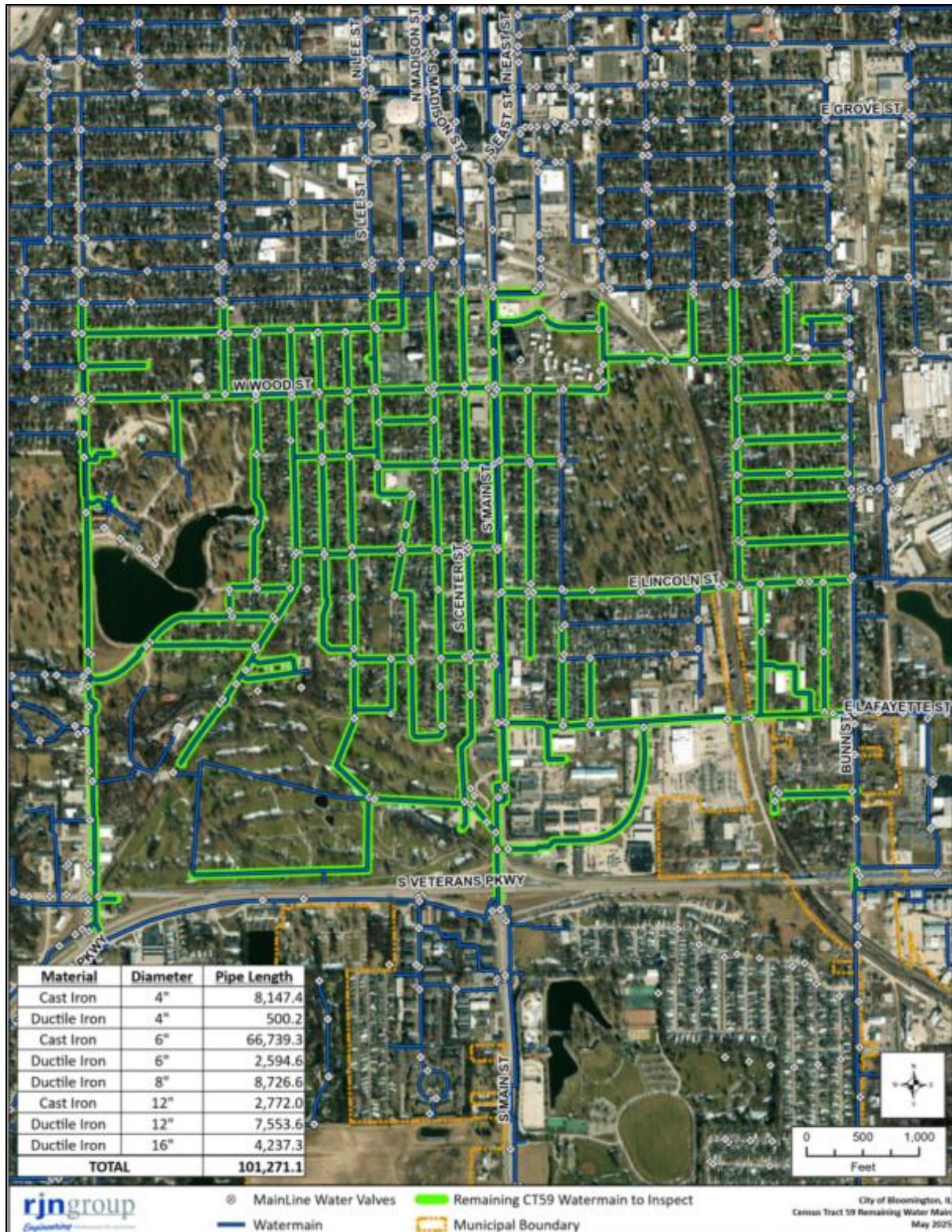


EXHIBIT C

PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement. All timelines are estimated based on project approval, data availability, and coordination with the City. Based on receiving a notice to proceed no later than August 29, 2025, we propose the following schedule:

Task	Timeline
Site Investigation and Planning	To be completed by October 10, 2025
AVA Inspections	To be completed by December 19, 2025, weather permitting
Preliminary Analysis Results	To be submitted by January 30, 2026
Draft Report	To be submitted by March 27, 2026





Consent Agenda Item No. 7.D.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with KP Fencing, for the Water Treatment Plant Removal and Replacement of Fencing Project (Bid #2026-13), in an Amount of \$193,666.61, 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 an agreement with KP Fencing, for the Water Treatment Plant Removal & Replacement of Fencing Project. The fencing project is located at 25515 Waterside Way, Hudson, IL 61748. This project will fence the adjacent City of Bloomington property to the south of the Water Treatment Plant ("WTP"), at Lake Bloomington, and remove the current fencing. This project is in conjunction with several other future projects at this site. The project will also replace the current gate openers, assisting with site security.

The Water Department prepared the Water Treatment Plant Removal & Replacement of Fencing Project proposal package and advertised this project for competitive bids. Bids were received until 10:00 A.M. on Wednesday, September 03, 2025, electronically. Staff received two bids and opened them at 10:02 A.M. on Wednesday, September 03, 2025, via live stream on the City YouTube Website. Bid total included the base bid plus contingency: (1) KP Fencing, in the amount of \$193,666.61; and (2) SK Service Corp., in the amount of \$240,491.20. 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.

Both of the bidders for this contract were not local, so the local preference policy does not apply. KP Fencing is the lowest responsible bidder of the two bids. A summary of the submitted bids follows, and the full bid tabulation is attached. Staff recommend awarding the contract to KP Fencing.

Community Groups/Interested Persons Contacted: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on August 20, 2025.

Financial Impact: If approved, the City will enter into an agreement with KP Fencing in an amount of \$193,666.61. This will be paid out of the Water Mechanical Maintenance-

Repair/Maintenance Infrastructure account (50100160-70550). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 147.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid #2026-13 Tabulation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH KP FENCING, FOR THE WATER TREATMENT PLANT REMOVAL AND REPLACEMENT OF FENCING PROJECT (BID #2026-13), IN AN AMOUNT OF \$193,666.61

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with KP Fencing be approved for the Water Treatment Plant Removal and Replacement of Fencing Project (Exhibit A), in an amount of \$193,666.61 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary for the removal and installation of new fencing and gate openers to improve site security, assist with storage and space for future projects; and

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

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

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

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady , Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

KP FENCING

FOR

THE WATER TREATMENT PLANT REMOVAL & REPLACEMENT OF FENCING

THIS AGREEMENT, dated this 04 day of September, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and KP Fencing (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 2026-13 The Water Treatment Plant Removal & Replacement of F (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its owner

By: Amanda Sue Thompson
Its Universal Banker



EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The work of this project is the removal and replacement of both fencing and gate openers. The project consists of supplying the labor, equipment, and material necessary to remove the existing fencing and installing new as specified in the Procurement Documents.

EXHIBIT B
COSTS/FEES

The City agrees to a total project cost of \$176,060.61 and will provide a contingency amount of 10% of the total cost of the project in the amount of \$17,606.00.

The total project cost is inclusive of all labor, materials and any other incidentals required to meet the scope, specifications and drawing/layout. The contingency included shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.



City of Bloomington

Water

Ed Andrews, Director

115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB - PLA No. Bid 2026-13

Water Treatment Plant Removal & Replacement of Fencing

RESPONSE DEADLINE: September 3, 2025 at 10:00 am

Report Generated: Thursday, September 4, 2025

SELECTED VENDOR TOTALS

Vendor	Total
KP Fencing	\$193,666.61
SK Service Corp	\$240,891.20

BID #2026-13 WATER TREATMENT PLANT REMOVAL & REPLACEMENT OF FENCING

Base bid is inclusive of all labor, materials and any other incidentals required to meet the scope, specifications and drawing/layout. The Contingency line item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

Bid #2026-13 Water Treatment Plant Removal & Replacement of Fencing					KP Fencing		SK Service Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid - Total, all inclusive price for the project.	1	LS	\$176,060.61	\$176,060.61	\$218,992.00	\$218,992.00
X	2	Contingency - 10% of Base Bid	1	LS	\$17,606.00	\$17,606.00	\$21,899.20	\$21,899.20
Total						\$193,666.61		\$240,891.20



Consent Agenda Item No. 7.E.

For City Council: September 22, 2025

Ward Impacted: Ward 3

Subject: Consideration and Action on a Resolution Approving an Agreement With PIPCO Companies, Ltd., for Fire Station #3 HVAC Replacement (BID #2026-08), in the Amount of \$440,000, as requested by the Fire 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: If approved, the City will enter into an agreement with PIPCO Companies Ltd. for the HVAC replacement at Fire Station #3. Fire Station #3 was originally constructed in 1975. The Station is located at 2301 E. Empire St. and houses 5 personnel who respond to emergency calls with one fire apparatus and one ambulance. This Station is staffed 24 hours a day, 7 days a week. The HVAC system is original to the building, outside of repairs that have been completed over the years. This system has reached its end-of-life cycle, and replacement is needed. The Architectural and Engineering design for this project was completed by Dewberry Architects, Inc. for the complete replacement of the HVAC system. The complete replacement of the HVAC system will allow the Fire Department to continue to utilize and operate out of this Fire Station into the future without having to worry about recurring heating and cooling issues.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Tuesday, August 12, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Two bids were opened on August 12th. The PIPCO Companies Ltd. was the lowest bid. Neither company was local. A full bid tabulation is attached for Bid #2026-08. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

Community Groups/Interested Persons Contacted: The request for bids was released on Monday, July 28, 2025, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City would enter into an agreement with The PIPCO Companies Ltd. to complete the HVAC replacement at #3 Fire Station in the amount of \$400,000 plus \$40,000 (10% contingency) for a total of \$440,000. This would be paid from the

Capital Improvement Fund – Buildings account (40100100-72520). The project was budgeted at \$280,000. Sufficient budgeted funds are included in the FY 2026 Capital Improvement Fund to move forward with this necessary HVAC replacement. If needed, at year's end, Finance would bring back a budget amendment for City Council consideration. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 242, 250 and 251.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid #2026-08 Evaluation Tabulation - Fire Station 3 HVAC

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH PIPCO COMPANIES, LTD., FOR FIRE STATION #3 HVAC REPLACEMENT (BID #2026-08), IN THE AMOUNT OF \$440,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with PIPCO Companies, Ltd., be approved for the Fire Station #3 HVAC Replacement (Exhibit A), in the amount of \$440,000 ("PROJECT"); and

WHEREAS, the PROJECT consists of the complete replacement of the HVAC as outlined in the design documents prepared by Dewberry Architects, Inc.; and

WHEREAS, Fire Station #3, located at 2301 E. Empire St., was originally constructed in 1975 and is currently staffed by five personnel 24 hours a day, 7 days a week; and

WHEREAS, the HVAC system is original to the building, outside of repairs that have been completed over the years. This system has reached its end-of-life cycle, and replacement is needed; and

WHEREAS, a complete replacement of the HVAC system will allow the Fire Department to continue to utilize and operate out of this Fire Station into the future without having to worry about recurring heating and cooling issues; and

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

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

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

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
The PIPCO Companies, Ltd.

FOR
Fire Station #3 HVAC Replacmnet

THIS AGREEMENT, dated this ____ day of September, 2024 is between the City of Bloomington, IL (hereinafter "CITY") and The PIPCO Companies, Ltd. (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 #2026-08 Fire Station #3 HVAC Replacement (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

The PIPCO Companies L
1409 W. Altorfer Dr
Peoria, IL 61615

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 Secretary/Treasurer

By:  _____
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Bid #2026-08 Fire Station #3 HVAC Replacement.

This contract is for the HVAC replacement at Fire Station #3 located at 2301 E. Empire Street Bloomington IL. The scope of work is outlined in the bid documents prepared by Dewberry Architects, Inc. The General Project Specifications, Specifications, Drawings, Asbestos Inspection, bid documents, and all addenda are incorporated into this contract.

EXHIBIT B
COSTS/FEES

The PIPCO Companies Ltd. \$400,000.00 (\$40,000.00 - 10% contingency) = \$440,000.00

Bid #2026-08 Fire Station #3 HVAC Replacement.

Base bid will be inclusive of all work and requirements listed in the specifications. Bid proposal will be valid for 60 days following the bid opening. Prevailing wages are required.



EVALUATION TABULATION

ITB - PLA No. 2026-08

Fire Station #3 HVAC Replacement

RESPONSE DEADLINE: August 12, 2025 at 10:00 am

SELECTED VENDOR TOTALS

Vendor	Total
The PIPCO Companies, Ltd.	\$440,000.00

BID #2026-08 - FIRE STATION #3 HVAC REPLACEMENT

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

Bid #2026-08 - Fire Station #3 HVAC Replacement					Mechanical Service of Galesburg Inc		The PIPCO Companies, Ltd.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	HVAC Removal & Replacement per Plans & Specifications	1	LS	\$414,988.00	\$414,988.00	\$400,000.00	\$400,000.00
X	2	Contingency (10% of Item #1)	1	LS	\$41,500.00	\$41,500.00	\$40,000.00	\$40,000.00
Total						\$456,488.00		\$440,000.00



Consent Agenda Item No. 7.F.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Contract with Western Specialty Contractors, for the Katthoefer Animal Building Roof Replacement (Bid #2026-10), in an Amount of \$54,875, as requested by the Parks & Recreation 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: Miller Park Zoo, located at 1020 South Morris Avenue in Bloomington, is both a local and regional destination. Miller Park Zoo received its Association of Zoos and Aquariums ("AZA") accreditation in September of 2024. During the inspection, significant attention was placed on the Katthoefer Animal Building ("KAB"). Many upgrades to the building have been completed or are in process, including electrical, HVAC, caging, and masonry. In addition, the roof over the KAB kitchen has exceeded its useful life. The roof is original to the kitchen and was installed in 2004. Through the Architectural and Engineering Professional Services RFQ #2025-32, Dewberry Engineers was selected to provide plans, bid documents, specifications, and construction oversight for the project. Dewberry provided said plans, bid documents, and specifications to the City's satisfaction, and Bid #2026-10 was released on August 6, 2025, on the eProcurement platform, *OpenGov*, and in *The Pantagraph*.

Three Vendors submitted bids: (1) Western Specialty Contractors, in the amount of \$54,875; (2) Kreiling Roofing Company, in the amount of \$62,873; and (3) Henson Robinson Company, in the amount of \$81,600. City Staff are recommending Western Specialty Contractors as the lowest responsive and responsible bidder. Local preference was not a consideration as all bidders were from outside of the area.

Community Groups/Interested Persons Contacted: The request for bids was released on Wednesday, August 11, 2025 through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, the City will enter into a contract with Western Specialty Contractors in an amount of \$54,875. These funds totaling \$200,000 are included in the FY 2026 Budget under Capital Improvement-Buildings account (40100100-72520). Stakeholders can locate this information in the FY 2026 Budget Book titled "Other Funds and Capital Improvement" on pages 83, 86, 228, 244, and 269.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Contract
3. Bid #2025-10 Tabulation

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH WESTERN SPECIALTY CONTRACTORS, FOR THE KATTHOEFER ANIMAL BUILDING ROOF REPLACEMENT (Bid #2026-10), IN AN AMOUNT OF \$54,875

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Western Specialty Contractors, for the Katthoefer Animal Building Roof Replacement (“Exhibit A”), in an amount of \$54,875; and

WHEREAS, the current Katthoefer Animal Building Kitchen Roof was installed in 2004 and has exceeded its useful life; and

WHEREAS, Western Specialty Contractors was the lowest responsible and responsive bidder; and

WHEREAS, the Miller Park Zoo is a nationally recognized Association of Zoos and Aquariums (“AZA”) Zoo and is a local and regional destination; and

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

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

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

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Western Speciality Contractors

FOR

Katthoefer Animal Building Roof Replacement

THIS AGREEMENT, dated this 3rd day of September, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (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 #2026-10

(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:

Western Speciality 
Attn: Devon Reed
309 NE Rock Island Ave
Peoria IL, 61603
devonr@westerngroup.c 

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.

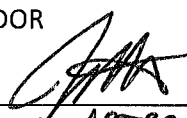
CITY OF BLOOMINGTON

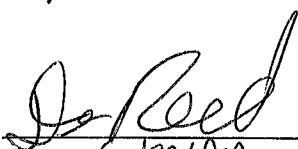
By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its ASTOR MGR

By: 
Its Sales/PM



City of Bloomington
Parks & Recreation

Eric Veal, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
ITB - PLA No. Bid #2026-10
Katthoefer Animal Building Roof Replacement
RESPONSE DEADLINE: August 27, 2025 at 11:00 am
Report Generated: Monday, September 8, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Western Specialty Contractors	\$54,875.00
Kreiling Roofing Company	\$62,873.00
Henson Robinson Company	\$81,600.00

TABLE 1

					Henson Robinson Company		Kreiling Roofing Company		Western Specialty Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Katthoefer Animal Building Roof Replacement	1	LS	\$81,600.00	\$81,600.00	\$62,873.00	\$62,873.00	\$54,875.00	\$54,875.00
Total						\$81,600.00		\$62,873.00		\$54,875.00



Consent Agenda Item No. 7.G.

For City Council: September 22, 2025

Ward Impacted: Ward 5

Subject: Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with District 87 for the Development of an Inclusive Playground on District 87 Property at Stevenson Elementary School, in an Amount Not to Exceed \$250,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Parkland Dedication Fund, to Utilize Reserves, in the Amount of \$250,000, as requested by the Parks & Recreation Department.

Recommended Motion: The proposed Resolution and Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: District 87 and the City of Bloomington intend to develop an inclusive playground on District 87 property at Stevenson School, 2106 Arrowhead Drive, Bloomington. District 87 may restrict the use of the playground while school is in session. When school is not in session, the playground will be available for public use. The playground will be designed to be accessible and welcoming for children of all abilities, including those with physical, sensory, and developmental disabilities. The playground will be designed to allow all children to play together, fostering physical activity and social interaction.

District 87 will have complete control of the final design, construction, and maintenance of the playground. The City will not be involved in planning, inspections, pre-construction, or the construction process. Currently, mowing and ground maintenance of the property is shared between the City and District 87. After project completion, District 87 will take over all mowing and related maintenance activities on the property. The City will continue to maintain the tennis courts in a reasonable manner as financially able.

The City agrees to match District 87's costs for development and construction of the project in an amount not to exceed \$250,000, payable to District 87 upon project completion.

Community Groups/Interested Persons Contacted: District 87

Financial Impact: If approved, the City will provide up to \$250,000 to District 87 for the Inclusive Playground at Stevenson Elementary School. This will be paid from the Parkland Dedication Fund-Capital Outlay Equipment Other than Office account (24104100-72140). This

is not included in the FY 2026 Budget; thus the request for the budget amendment. The accounts in the budget amendment can be located in the Ordinance Exhibit A. Stakeholders can locate the Parkland Dedication Budget in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 45.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Ordinance
4. Ordinance - Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH DISTRICT 87 FOR THE DEVELOPMENT OF AN INCLUSIVE PLAYGROUND AT STEVENSON ELEMENTARY SCHOOL, IN AN AMOUNT NOT TO EXCEED \$250,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an intergovernmental agreement (Exhibit A) with District 87 for the development of an inclusive playground at Stevenson Elementary School, in an amount not to exceed \$250,000; and

WHEREAS, Stevenson Elementary School is located at 2106 Arrowhead Drive in Bloomington; and

WHEREAS, the playground will be inclusive to children of all abilities and foster physical activity and social interaction; and

WHEREAS, District 87 may restrict use of the playground when school is in session; otherwise, the playground will be open to the public at all other times; and

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

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

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

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND DISTRICT 87**

THIS AGREEMENT made this ____ day of August 2025, by and between BLOOMINGTON PUBLIC SCHOOL DISTRICT 87 (hereinafter referred to as “District”) and the CITY OF BLOOMINGTON, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as “City”). The District and City shall jointly be referred to as “Parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the District is an Illinois public school district organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, et seq.; and

WHEREAS, the District owns and operates Stevenson Elementary School and the surrounding land on Parcel 14-35-428-021 (the “Property”); and

WHEREAS, the Parties would like to develop an inclusive playground on the Property that will be utilized by the students of Stevenson Elementary School during school hours and open to the public during non-school hours (the “Project”); and

WHEREAS, the Parties believe it is in their best interest to enter into Agreement and desire to set forth the specific terms and conditions of the services to be performed.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and District hereby agree, and covenant as follows:

AGREEMENT

The recitals set forth above are incorporated and made a part of this Agreement as though set forth separately herein.

STATEMENT OF PURPOSE

The Parties intend to develop an inclusive playground (“Playground”) on the property to be used by students of Stevenson Elementary, and available to the public when school is not in session.

DEVELOPMENT

A. Design

- i. The Parties intend for the Playground to be an area designed to be accessible and welcoming for children of all abilities, including those with physical, sensory, and developmental disabilities.
- ii. The Design will feature equipment and design elements that allow all children to play together, fostering social interaction and physical activity in an environment where everyone can participate regardless of their individual needs.
- iii. The District shall have exclusive control over the final design of the Playground, and the City will not be involved in the planning, inspections, or other pre-construction activities.

B. Construction

- i. The District will be solely responsible, and will comply with all applicable State, local, or District requirements, for bidding and letting of the Project.
- ii. The District shall have exclusive control over the selection of a contractor and the final construction of the Project.
- iii. The District will ensure that payment for work performed is in a manner consistent with Illinois prevailing wage requirements.

ACCESSIBILITY AND USE

The District may restrict use of the Playground while school is in session, but will ensure that when school is not in session that the Playground is open and accessible to the public and that adequate parking is available. The District shall maintain a sign visible to the public on the property indicating the location of the Playground and when it is open for public use.

COST SHARING/PAYMENT FOR DEVELOPMENT

The City agrees to match the District's costs for development and construction of the Playground at the Property in an amount up to \$250,000.00, payable to the District upon completion of the Playground.

MAINTENANCE

Although the District owns the Property, the City and District currently split mowing maintenance of the Property. Upon completion of the Playground and payment of the City contribution outlined herein, the School District shall become solely responsible for all mowing maintenance and related upkeep of the Property. The baseball facilities are currently maintained by the Bloomington Baseball Association which shall continue. The tennis courts shall be maintained by the City in a reasonable manner and as financially able.

LIABILITIES

District shall be solely responsible for all liabilities, employee benefits, wage and disability payments, pension and workers' compensation claims, and any damages to or destruction of equipment arising from or in connection with the design, construction, use, or maintenance of the Playground. District agrees to indemnify and hold the City harmless from any claims arising out of the design, use, maintenance, or any other aspect of this agreement, including, but not limited to, claims for bodily injury, property damage, loss, attorney's fees, costs, interest, or any other damages or claims.

DISPUTE RESOLUTION

The City and District agree to collaborate in good faith to resolve any disagreements or issues that may arise during the term of this Agreement. If a dispute cannot be resolved by the administrative staff of both parties, the City Manager will meet with the School Administrator to attempt to resolve the matter. If this approach does not lead to a resolution, the parties agree to submit the dispute to mediation with a recognized third-party mediator. Should mediation fail to resolve the dispute, the parties agree that any further action will be resolved through binding arbitration.

NOTICES

All notices or communications provided for herein shall be in writing and shall be delivered to City or District either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:
City of Bloomington
Attn: Administration
115 E. Washington Street
Suite 401
Bloomington, Illinois 61701

District:
Bloomington Public School District 87
300 E. Monroe St.
Bloomington, Illinois 61701

ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other party.

TERM

This Agreement shall remain in full force and effect for a period of twenty-five (25) years from the date of completion of the Project. If the District does not complete the construction of the Project within five (5) years of this Agreement, all terms herein shall be deemed null and void and the Agreement terminated.

AMENDMENTS

This agreement sets forth the complete understanding between the City and District, and any amendments hereto to be effective must be in writing.

WITNESSETH WHEREOF, the City of Bloomington, an Illinois home rule municipal corporation and the Bloomington Public School District 87 an Illinois public school district, have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date set forth above.

City of Bloomington, an Illinois
home-rule municipal corporation

Bloomington Public School District 87

By: _____
Dan Brady, Mayor

By: _____

Attest: _____
Leslie Yocum, City Clerk

Attest: _____

Date: _____

Date: _____

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, IN THE AMOUNT OF UP TO \$250,000 FOR THE PARKLAND
DEDICATION 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 Ordinance was approved by Mayor Mboka Mwilambwe on April 14, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget in the Amount of up to \$250,000 for the Parkland Dedication Fund, to utilize reserves for the City's share of the Stevenson Elementary School Inclusive Playground, as requested by the Parks & Recreation 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. 2025-024 (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. 2025-0XX shall remain in full force and effect.

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

SECTION 5. This Ordinance shall take effect immediately after approval.

SECTION 6. 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 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
24104100-40000	Parkland Dedication	Use of Fund Balance	\$ (250,000.00)
24104100-72140	Parkland Dedication	Capital Outlay Equipment Other than Office	\$ 250,000.00
Net Transaction:			\$ -



Consent Agenda Item No. 7.H.

For City Council: September 22, 2025

Ward Impacted: Ward 1

Subject: Consideration and Action on a Resolution Approving an Easement Agreement with the Illinois Department of Military Affairs for Stormwater Collection & Conveyance, as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The Illinois Department of Military Affairs (Grantor) is constructing a new building, along with site improvements, at the current Armory site, 1616 S. Main Street. In order to properly convey stormwater runoff from this development, they will be constructing a new public storm sewer that will be conveyed to the City (Grantee) upon completion and acceptance. The storm sewer will be located in an existing public utility easement with a portion extending into the Grantor's property, thus necessitating the need for another public utility easement. Therefore, the Development Services Department is recommending a Resolution to approve an easement agreement with the Illinois Department of Military Affairs for Stormwater Collection and Conveyance in the sum of Ten Dollars (\$10.00).

Community Groups/Interested Persons Contacted: Illinois Department of Military Affairs

Financial Impact: If approved, the City will enter into an Easement Agreement with the Illinois Department of Military Affairs for \$10. This will be paid from the Planning-Other Miscellaneous Expense account (10015420-79990). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 262.

Attachments:

1. Resolution and Exhibit A - Legal Description
2. Resolution - Exhibit B - Easement Agreement
3. Proposed Utility Drawing

RESOLUTION NO. 2025 - _____

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF MILITARY AFFAIRS FOR STORMWATER COLLECTION & CONVEYANCE**

WHEREAS, City staff recommends approval of an Easement Agreement with the Illinois Department of Military Affairs ("GRANTOR") for a Permanent Utility Easement ("EASEMENT") to facilitate the appropriate collection and conveyance of stormwater, in the sum of ten dollars (\$10.00); and

WHEREAS, said EASEMENT is located in Section 9, Township 23 North, Range 2 East, within property belonging to the GRANTOR, commonly known as 1616 South Main Street, Bloomington, Illinois, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, the granting of such Non-Exclusive Perpetual EASEMENT, and the conditions of such, are provided in detail in the Easement Agreement, attached as Exhibit B (AGREEMENT); and

WHEREAS, the EASEMENT is needed for the purpose of repairing and maintaining a storm sewer and storm sewer manhole ("Public Utilities" in the AGREEMENT), upon and over a portion of the PROPERTY belonging to the GRANTOR; and

WHEREAS, the City Council finds it in the best interest of the City to approve the AGREEMENT for said EASEMENT.

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

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

SECTION 2. The Mayor and City Manager, or designated representatives, are hereby authorized to execute the AGREEMENT and any other documents necessary to facilitate the subject EASEMENT.

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

Property description

A PART OF LOT 5, IN THE SUBDIVISION OF PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, ACCORDING TO PLAT RECORDED IN BOOK 2 OF PLATS AT PAGE 125 IN THE OFFICE OF THE RECORDER OF DEEDS FOR MCLEAN COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 6 IN VETERANS PLAZA 4TH ADDITION; THENCE SOUTH 88°10'55" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 12.00 FEET; THENCE NORTH 00°00'42" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 88°10'55" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°00'42" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 300 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

Address: 1616 S Main St, Bloomington, IL 61701

Part of PIN: 21-09-378-021

EXHIBIT B

**EASEMENT AGREEMENT FOR
STORMWATER COLLECTION & CONVEYANCE**

THIS EASEMENT AGREEMENT FOR STORMWATER COLLECTION AND CONVEYANCE ("Agreement") is made and entered into on April 10th, 2025, by and between the Illinois Department of Military Affairs, a State of Illinois Agency under the purview of the Governor that oversees that Illinois National Guard (hereinafter "Grantor"), and the CITY OF BLOOMINGTON, Illinois, a Municipal Corporation and body politic ("City" or "Grantee"). Grantor and Grantee are sometimes hereinafter referred to as the "Parties."

WHEREAS, Grantee, an Illinois unit of local government, located in the County of McLean and the State of Illinois, has authorized construction of a certain **stormwater collection and conveyance system** ("stormwater system") within the City of Bloomington; and

WHEREAS, Grantors are the owners in fee simple of the real estate located at **1616 S Main St, Bloomington, IL 61701** and further legally described in Exhibit A, attached hereto and made a part hereof (hereinafter, the "Property"), a portion of which is strategically located to provide routes for **stormwater system** to be constructed and maintained by Grantee under a portion of the Property ("Public Utilities"); and

WHEREAS, for Grantee to construct and operate the Public Utilities within or upon a portion of the Property, Grantee requires from Grantors a permanent non-exclusive easement to construct, repair, maintain, own and operate the Public Utilities to be constructed upon, under, and through the easement area, as hereinafter more fully described and as depicted in Exhibit B; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive permanent easement for the operation, maintenance, repair, replacement and existence of the Public Utilities.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the premises and the mutual promises contained herein, and other good and valuable consideration., the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein by reference as though fully set forth.
2. **Grant of Non-Exclusive Perpetual Easement.** Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors,

subcontractors, material suppliers, successors and assigns, a non-exclusive perpetual easement (the "Perpetual Easement Parcel") over, on, within, under, through and across that portion of Grantors' Property, which is legally described and depicted on Exhibit A hereto, and designated as the for the existence of, and the right, privilege and authority to enter upon the Permanent Easement Parcel, from time to time, as Grantee, in its reasonable discretion deems necessary, in order to inspect, repair, maintain, operate, and replace the Public Utilities.

3. **Easement Conditions.** The Perpetual Easement Parcel, together with any ancillary rights given to Grantee under this Agreement (the "Easement Premises"), shall be subject to the following conditions:

- (a) **Permitted Use:** The easement area shall be used solely for the purpose of maintaining and installing stormwater conveyance systems, which shall be constructed and remain underground. No aboveground structures, trees, or permanent fixtures shall be placed or constructed within the easement area unless approved in advance by the City engineer.
- (b) **Surface Maintenance:** The ground surface within the easement shall be kept clear of any structures or vegetation that could obstruct or interfere with the stormwater conveyance system. The surface shall remain covered by grass or other low-maintenance ground cover as approved by the easement holder.
- (c) **Prohibited Uses:** No construction or placement of buildings, permanent structures, trees, fences, or other obstructions shall occur within the easement area that would interfere with the use of the **Public Utilities** or pose a hazard to its operation.
- (d) **Access and Maintenance Rights:** Grantee shall have the right to access the easement area at reasonable times for the purpose of inspecting, maintaining, repairing, or replacing the underground stormwater conveyance system.
- (e) **Grantor's Access:** Grantor reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement.
- (f) Grantee shall be responsible for the payment of all costs associated with any work or activity performed by Grantee on its stormwater collection system on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2.
- (g) Grantee shall restore the surface of the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grant of easement set

forth in Paragraph 2 above ("Restorative Work"). Within a reasonable time after Grantee's notice to Grantors of completion of the Restorative Work, the Parties shall together inspect the Restorative Work, and Grantors shall deliver to Grantee, written approval of the Restorative Work, such approval not to be unreasonably withheld.

4. **Maintenance and Repair.** Grantee, or its successor or assignee, shall maintain its stormwater collection system in such a manner to ensure that its portion of the Public Utilities always remains in good working order and repair, and will further ensure that its portion of the Public Utilities complies at all times with applicable federal, state and local law.

5. **Indemnification.**

- a. Indemnification by Grantee. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Grantor and its officers, directors, employees, agents, successors, and assigns from and against all claims, liabilities, damages, losses, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with:
 - i.) Damage to Property or Injury to Persons: Any damage to property or injury to persons, including the Grantor, that occurs as a result of the Grantee's use of the easement area, except to the extent caused by the negligence or willful misconduct of the Grantor.
 - ii.) Breach of Agreement: Any breach or default by the Grantee of any term or condition of this Agreement.
- b. Survival of Indemnity: The indemnity obligations of the parties under this Section shall survive the termination or expiration of this Agreement.

6. **Insurance.** Prior to the commencement of construction on the Easement Premises by Grantee or its agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, Grantee will, or will cause its contractor to, maintain during construction and deliver to Grantors a Certificate of Insurance that evidences Grantee's and its contractors, subcontractors, material suppliers, successors and assigns general liability insurance coverage in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and that names Grantors as an additional insured. All general liability coverages shall be provided on an occurrence policy form. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the member. The insurance coverage shall be primary as respects Grantors, its officials, agents, employees and volunteers for any liability arising out of Grantee's construct. Any insurance or self-

insurance maintained by Grantors, its officials, agents, employees and volunteers shall be excess insurance and shall not contribute with it.

7. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantors or the Easement Premises, resulting from Grantee's construction, repair, maintenance, replacement and operation of the Public Utilities. Grantee shall indemnify, defend and hold harmless Grantors and the Easement Premises from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee and, if any such lien shall arise or accrue against Grantors or the Easement Premises, Grantee shall promptly take action to remove and clear any lien upon notice thereof.

8. **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

9. **Severability.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

10. **Law Governing and Venue.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. The appropriate venue for any dispute arising out of this agreement shall be the Circuit Court of McLean County, Illinois.

11. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

12. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

14. **Binding Effect.** This Agreement shall be recorded in the public records of McLean County, Illinois to evidence the agreements made hereunder, which agreements shall be perpetual and shall run with and bind land and shall inure to the benefit of Grantor and Grantee, and their respective Grantees, successors and assigns.

15. **Construction.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer commercially usable right of enjoyment on the beneficiaries hereof is carried out.

16. **Authority.** Each of the Parties hereto hereby represents and warrants to the other that the execution and delivery of this Agreement by the representing and warranting party has been duly authorized, that this Agreement has been validly executed and delivered by such party, and that this Agreement is binding upon such party in accordance with its terms. The Adjutant General grants this easement pursuant to his statutory authority found at 20 ILCS 1805/22-4.

17. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be given to the following addresses or to such other addresses as Grantor, Grantee and the City may hereafter designate by like notice similarly sent. Such notice is deemed to be given when personally delivered or three (3) days after being sent registered or certified mail, return receipt requested.

If to Grantor:

Illinois Department of Military Affairs
C/O Facilities
1301 N. MacArthur BLVD
Springfield, IL 62702

If to Grantee:

City of Bloomington
Development Services Department
115 E. Washington St., Suite 201
P.O. Box 3157
Bloomington, IL 61702-3157

[Signature page follows)

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

GRANTOR:

GRANTEE:

ILLINOIS DEPARTMENT OF
MILITARY AFFAIRS

CITY OF BLOOMINGTON, ILLINOIS

By: Rodney C. Boyd
RODNEY C. BOYD
Major General, ILARNG
The Adjutant General

By: _____
Mayor

Date: 22 July, 2025

Date: _____, 2025

STATE OF ILLINOIS
COUNTY OF MCLEAN

This instrument was acknowledged before me on this 22nd day of July, 2025, by MG Boyd, who is personally known to me.

Signature of Notary Public: Jeanine M. Schlecht

Printed Name of Notary Public: Jeanine M. Schlecht

My Commission Expires: 11-8-2026

Notary Public, State of Illinois



STATE OF ILLINOIS
COUNTY OF MCLEAN

This instrument was acknowledged before me on this ____ day of _____, 2025, by [Name(s) of Grantee(s)], who is/are personally known to me or who has/have produced [Type of Identification, e.g., Driver's License, Passport] as identification.

Signature of Notary Public: _____

Printed Name of Notary Public: _____

My Commission Expires: _____

Notary Public, State of Illinois

(Sea

EXHIBIT A

Legal Description of Easement Property

A PART OF LOT 5, IN THE SUBDIVISION OF PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, ACCORDING TO PLAT RECORDED IN BOOK 2 OF PLATS AT PAGE 125 IN THE OFFICE OF THE RECORDER OF DEEDS FOR MCLEAN COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

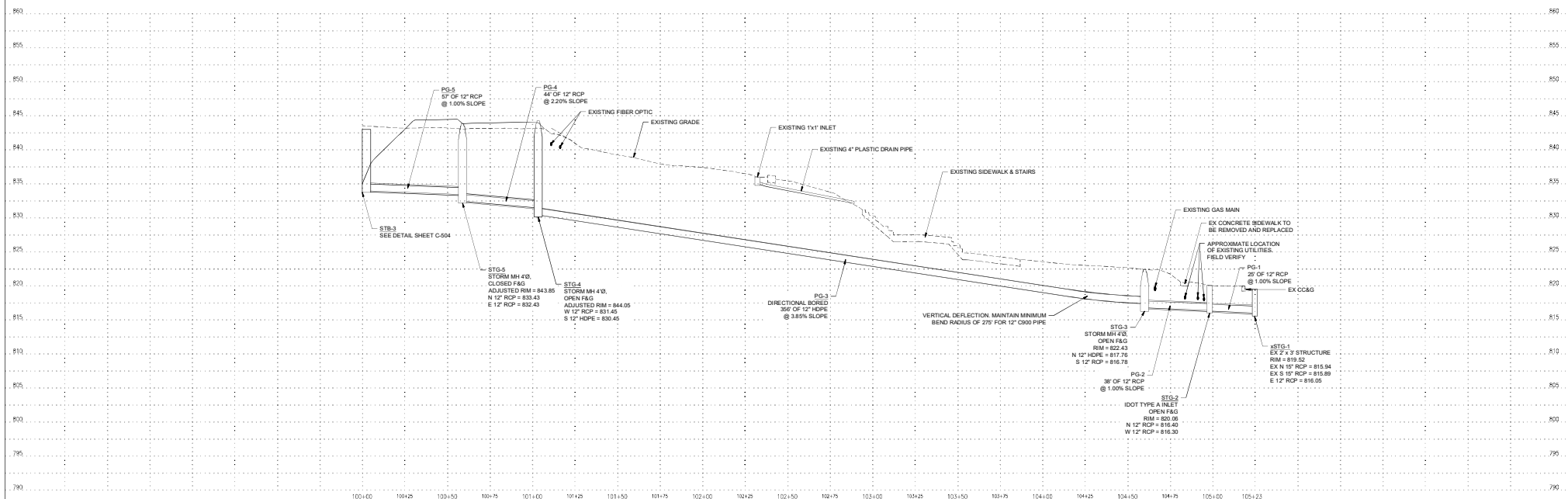
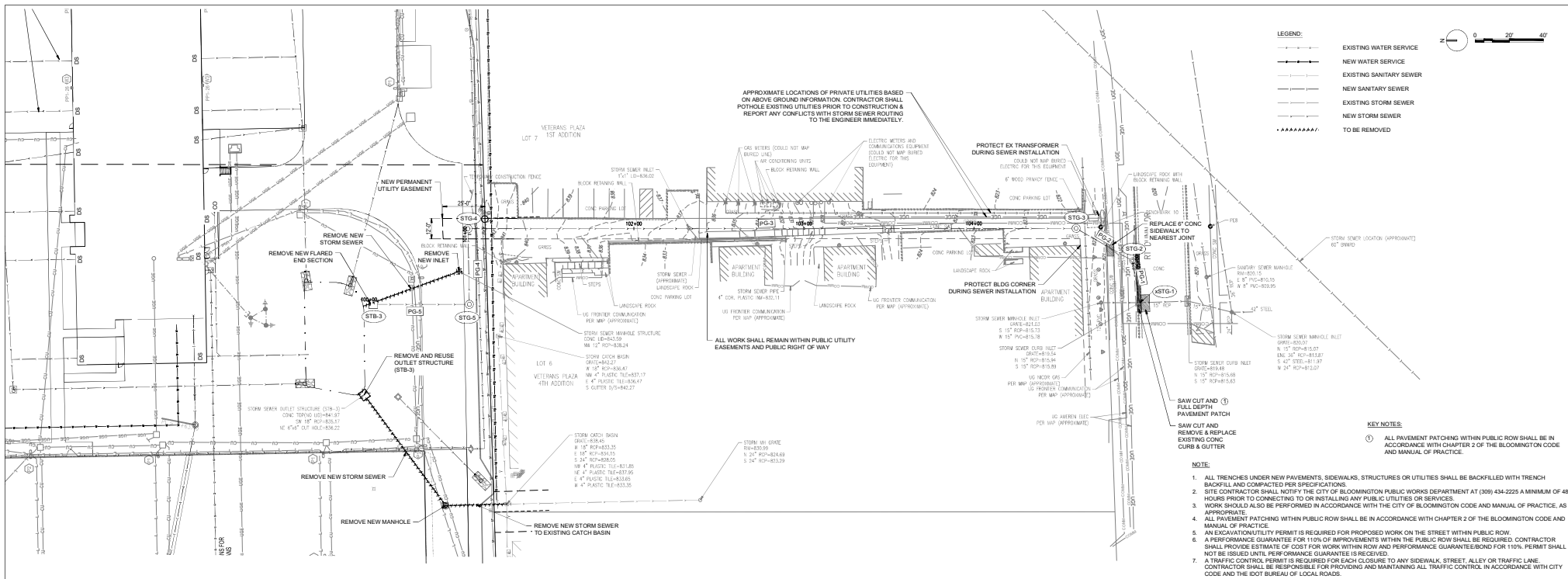
BEGINNING AT THE NORTHEAST CORNER OF LOT 6 IN VETERANS PLAZA 4TH ADDITION; THENCE SOUTH 88°10'55" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 12.00 FEET; THENCE NORTH 00°00'42" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 88°10'55" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°00'42" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 300 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

Common Address: Located at **1616 S Main St, Bloomington, IL 61701**

PIN: Contained within **21-09-378-021**

EXHIBIT B

Drawing of Storm Sewer Line See attached



NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS			DATE	REMARKS
1	9/25/2024	ADD SHEET		
APPROVED				
APPROVED				
APPROVED				
APPROVED				
APPROVED				
APPROVED				
APPROVED				
APPROVED				



Dewberry
DEWBERRY ARCHITECT, INC.
401 SPRING STREET, SUITE 701
BLOOMINGTON, IL 61701
309.292.8000 Phone
309.292.8000 Fax

Prairie Engineers
ENGINEERS - SURVEYORS - SCIENTISTS
(217) 605-0403
www.prairieengineers.com
professional design firm no. 184-05585



State of Illinois
JB PRITZKER, GOVERNOR
Illinois Capital Development Board

SITE UTILITY PLAN

CONSTRUCT VEHICLE MAINTENANCE SHOP BLOOMINGTON
READINESS CENTER - MCLEAN COUNTY
DEPARTMENT OF MILITARY AFFAIRS
1616 SOUTH MAIN STREET - BLOOMINGTON, ILLINOIS 61701-6798

PROJECT NO.
546-015-023

DATE
03/11/2022

SHEET NO.
C-105



Consent Agenda Item No. 7.I.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance (1) Waiving the Technical Bidding Requirements; (2) Approving the Purchase of Life Insurance Through Reliance Matrix, for the Remainder of Fiscal Year 2026, in the Amount of \$57,000; and (3) Authorizing the City Manager to Approve One Calendar Year Renewal, as requested by the Human Resources Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: At the July 10, 2023, Council Meeting, Council approved Ordinance #2023 - 075, which authorized the City Manager to approve life insurance renewals with Standard Life on an annual basis for a period of three (3) calendar years through July 1, 2026. Standard Life proposed a 21.64% rate increase effective July 1, 2025. As a result, the City's insurance broker, Holmes Murphy, conducted a Request for Proposal (RFP) on the City's behalf.

Reliance Matrix responded to the Request for Proposal issued by Holmes, Murphy & Associates LLC, the City's Insurance Broker, with rates 4.48% lower than what the City has previously been charged and is also providing the City with a \$1,500 implementation credit.

The proposed Ordinance will waive the technical bidding requirements, approve the purchase of life insurance through the new vendor, and grant the City Manager authority to sign contracts with Reliance Matrix and for the renewal effective July 1, 2026.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement to Purchase Life Insurance through Reliance Matrix, for the remainder of Fiscal Year 2026, in the Amount of \$57,000, and authorize the City Manager to approve a one-calendar-year renewal. The \$57,000 will be paid as follows: \$51,300 from the Employee Miscellaneous Health Insurance-Group Life Insurance account (60200290-62110) and \$5,700 from the Retiree Miscellaneous Health Insurance-Group Life Insurance account (60280290-62110). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 209 and 215.

In addition to not realizing a 21.64% rate increase (\$12,000 annual cost), an approximate

\$2,500 annual decrease will occur as a result of this change. Additionally, a \$1,500 implementation credit will be provided to the City.

The Human Resources Department is responsible for budgeting for both Employee and Retiree Plans on an annual basis.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A
3. Ordinance - Exhibit B

ORDINANCE NO. 2025 - ____

AN ORDINANCE (1) WAIVING THE TECHNICAL BIDDING REQUIREMENTS; (2) APPROVING THE PURCHASE OF LIFE INSURANCE THROUGH RELIANCE MATRIX, FOR THE REMAINDER OF FISCAL YEAR 2026, IN THE AMOUNT OF \$57,000; AND (3) AUTHORIZING THE CITY MANAGER TO APPROVE ONE CALENDAR YEAR RENEWAL

WHEREAS, the City of Bloomington, McLean County, Illinois ("CITY") is an Illinois home-rule municipality; and

WHEREAS, on July 10, 2023, City Council Approved Ordinance #2023-075, which authorized the City Manager to approve life insurance renewals with Standard Life on an annual basis for a period of three (3) calendar years; and

WHEREAS, Standard Life proposed a 21.64% rate increase effective July 1, 2025. As a result, the City's insurance broker conducted a Request for Proposal ("RFP") on the City's behalf; and

WHEREAS, Reliance Matrix responded to the RFP with rates 4.48% lower than what the City was previously charged, which equates to \$57,000 for the remainder of Fiscal Year 2026; and

WHEREAS, the Life Insurance – Loss of Life Policy (Exhibit A) and Life Insurance - Accidental Loss Policy (Exhibit B) are attached; and

WHEREAS, the City Council finds it in the best interest of the City to approve this Ordinance to (1) waive the technical bidding requirements; (2) approving the purchase of life insurance through Reliance Matrix, for the remainder of Fiscal Year 2026, in the amount of \$57,000; and (3) authorizing the City Manager to approve one calendar year renewal, effective July 1, 2026.

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

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

SECTION 2. That (1) the technical bidding requirements are waived; (2) approving the purchase of life insurance through Reliance Matrix, for the remainder of Fiscal Year 2026, in the amount of \$57,000 through Exhibit A and Exhibit B; and (3) the City Manager is authorized to approve life insurance contracts with Reliance Matrix and for one (1) calendar year renewal effective July 1, 2026, described in Exhibit A and Exhibit B are hereby approved.

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

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

SECTION 5. This Ordinance shall take effect immediately after approval and publication as required by law.

SECTION 6. 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 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A



reliancestandard

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: City of Bloomington

POLICY NUMBER: GL 1500002575

EFFECTIVE DATE: July 1, 2025

ANNIVERSARY DATES: July 1, 2026 and each July 1st thereafter.

PREMIUM DUE DATES: The first premium is due on the Effective Date. Further premiums are due monthly, in advance, on the first day of each month.

The Policy is delivered in Illinois and is governed by its laws and/or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, where applicable.

We agree to provide insurance to you in exchange for the payment of premium and a signed Application. The Policy provides benefits for loss of life from injury or sickness. It insures the eligible persons for the amount of insurance shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of the Policy.

The effective date of the Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. It stays in effect as long as premium is paid when due. The "TERMINATION OF THE POLICY" section of the GENERAL PROVISIONS explains when the insurance can be ended.

The Policy is signed by the President and Secretary.


Secretary


President

**GROUP LIFE INSURANCE
NON-PARTICIPATING**

If you have any questions about your insurance, or need assistance, please call (800) 922-0509.

RELIANCE STANDARD LIFE INSURANCE COMPANY
Philadelphia, Pennsylvania

GROUP POLICY NUMBER: GL 1500002575

POLICY EFFECTIVE DATE: July 1, 2025

POLICY DELIVERED IN: Illinois

ANNIVERSARY DATE: July 1st in each year

Application is made to us by: City of Bloomington

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at _____ this _____ day of _____

Policyholder: _____

By: _____
(Signature)

(Title)

Please sign and return.





*BC1COAPGL 150000257507/01/2025*RSL
*BC2COAPCity of Bloomington

RELIANCE STANDARD LIFE INSURANCE COMPANY
Philadelphia, Pennsylvania

GROUP POLICY NUMBER: GL 1500002575

POLICY EFFECTIVE DATE: July 1, 2025

POLICY DELIVERED IN: Illinois

ANNIVERSARY DATE: July 1st in each year

Application is made to us by: City of Bloomington

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at _____ this _____ day of _____

Policyholder: _____

By: _____
(Signature)

(Title)

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: None

ELIGIBLE CLASSES: Each person, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: active, Full-time Police Officer

CLASS 2: active, Full-time employee, except an employee included in any other class

CLASS 3: Retiree, who retired prior to July 1, 2025, whose name is on file with us

INDIVIDUAL EFFECTIVE DATE:

CLASS 1 & 3: The day the person becomes eligible.

CLASS 2: The first of the month following the day the person becomes eligible.

INDIVIDUAL REINSTATEMENT:

CLASS 1 & 2: 6 months

CLASS 3: Not Applicable

MINIMUM PARTICIPATION REQUIREMENTS:

Number of Insureds: 10
Percentage: Basic: 100%
Supplemental: 25%

AMOUNT OF INSURANCE:

Basic Life:

CLASS 1 & 2: \$50,000.

Supplemental Life (Applicable only to those Insureds who elect Supplemental coverage and are paying the applicable premium):

CLASS 3: \$5,000.

CLASS 3: For Insureds age 70 and over, the Amount of Supplemental Life Insurance is subject to automatic reduction. Upon the Insured's attainment of the specified age below, the Amount of Supplemental Life Insurance will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 70 or over on their Individual Effective Date.

Age
70+

Percentage of available or in force amount at age 69
50%

The Life amount will be reduced by any benefit paid under the Accelerated Benefit Rider.

CHANGES IN AMOUNT OF INSURANCE:

CLASS 3: Increases and decreases in the Amount of Insurance because of changes in age are effective on the July 1st coinciding with or next following the date of the change.

Premium changes due to an Insured's age will occur on the July 1st coinciding with or next following the birthday that causes the Insured to enter the next age bracket.

CLASS 1 & 2: Increases and decreases in the Amount of Insurance because of changes in age are effective on the July 1st coinciding with or next following the date of the change. Increases and decreases in the Amount of Insurance because of changes in class or earnings (if applicable) are effective on the date of the change.

With respect to increases in the Amount of Insurance, the Insured must be Actively At Work on the date of the change. If an Insured is not Actively At Work when the change should take effect, the change will take effect on the day after the Insured has been Actively At Work in an Eligible Class for one full day.

CONTRIBUTIONS:

CLASS 1 & 2:	Persons:	Basic Insurance: 0%
CLASS 3:	Persons:	Supplemental Insurance (Applicable only to those Insureds who elect Supplemental coverage and are paying the applicable premium): 100%

DEFINITIONS

"We," "us" and "our" means Reliance Standard Life Insurance Company.

"You," "your" and "yours" means the employer, union or other entity to which the Policy is issued and which is deemed the Policyholder.

"Eligible Person" means a person who meets the eligibility requirements of the Policy.

"Insured" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

CLASS 1 & 2: "Actively at Work" and "Active Work" means the person actually performing on a Full-time basis each and every duty pertaining to his/her job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or illness.

CLASS 1 & 2: "Full-time" means working for you for a minimum of 40 hours during a person's regularly scheduled work week.

"The date he/she retires" or "retirement" means the effective date of an Insured's:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with you;
- (2) retirement pension benefits under any plan which you sponsor, or make or have made contributions; or
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

CLASS 1 & 2: "Total Disability", as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section, means an Insured's complete inability to engage in any type of work for wage or profit for which he/she is suited by education, training or experience.

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire contract between you and us is this Policy, your application (a copy of which is attached at issue), and any endorsements and amendments.

CHANGES

No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing. It must also be signed by one of our executive officers and attached to this Policy.

INCONTESTABILITY

We cannot contest the validity of this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium. All other Policy terms will remain applicable.

This provision limits our use of any statements made by you, any Insured, or on behalf of any Insured in contesting the amount of insurance for which an Insured is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in a written form signed by the Insured, or on behalf of the Insured; and
 - (b) a copy of such written instrument is or has been furnished to the Insured, the Insured's beneficiary or legal representative.
- (2) If the statement relates to an Insured's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured.

REPRESENTATIONS

Any statement made in your application will be deemed a representation, not a warranty. Any statements made by you, any Insured, or on behalf of any Insured to persuade us to provide coverage, will be deemed a representation, not a warranty.

RECORDS MAINTAINED

You must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR

Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical errors include (but are not limited to) the payment of premium for coverage not provided by this Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from you that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

MISSTATEMENT OF AGE

If an Insured's age is misstated, the premium will be adjusted. If the Insured's insurance is affected by the misstated age, it will also be adjusted. The insurance will be changed to the amount the Insured is entitled to at his/her correct age.

ASSIGNMENT

Ownership of any benefit provided under this Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

CONFORMITY WITH STATE LAWS

Any section of this Policy, which on its effective date, conflicts with the laws of the state in which this Policy is issued, that is not otherwise pre-empted, is amended by this provision. This Policy is amended to meet the minimum requirements of those laws.

CERTIFICATE OF INSURANCE

We will send to you a certificate for distribution to each Insured and you agree to distribute a certificate to each Insured. The certificate will outline the insurance coverage and to whom benefits are payable.

POLICY TERMINATION

You may cancel this Policy at any time by providing us with written notice. This Policy will be cancelled on the date we receive your letter or, if later, the date requested in your letter.

We may cancel this Policy if:

- (1) the premium is not paid at the end of the grace period; or
- (2) the number of Insureds is less than the Minimum Participation Number on the Schedule of Benefits; or
- (3) the percentage of eligible persons insured is less than the Minimum Participation Percentage on the Schedule of Benefits.

If we cancel because of (1) above, the Policy will be cancelled at the end of the grace period. If we cancel because of (2) or (3) above, we will give you thirty-one (31) days written notice prior to the date of cancellation.

You will still owe us any premium that is not paid up to the date the Policy is cancelled. We will return, pro-rata, any part of the premium paid beyond the date the Policy is cancelled.

LIMITATIONS

Applicable to Class 3:

If the Insured dies by suicide, while sane or insane, within two (2) years of his/her effective date for Supplemental Life insurance coverage, our payment will be limited to a refund of all life insurance premiums paid prior to the date of death.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

GENERAL GROUP: The general group will be your employees and employees of any subsidiaries, divisions or affiliates named on the Schedule of Benefits.

ELIGIBILITY REQUIREMENTS: A person is eligible for insurance under this Policy if he/she is a member of an Eligible Class, as shown on the Schedule of Benefits page.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If you pay the entire premium, the insurance for an Eligible Person will go into effect on the date stated on the Schedule of Benefits.

If an Eligible Person pays a part of the premium, he/she must apply in writing for the insurance to go into effect. He/she will become insured on the later of:

CLASS 1 & 3:

- (1) the Individual Effective Date stated on the Schedule of Benefits, if he/she applies on or before that date; or
- (2) the date he/she applies, if he/she applies within thirty-one (31) days from the date he/she first met the eligibility requirements; or
- (3) the date we approve any required proof of good health. We require proof of good health if a person applies:
 - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
 - (b) after he/she terminated this insurance but he/she remained in a class eligible for this insurance; or
 - (c) for an Amount of Insurance greater than the guaranteed issue Amount of Insurance shown on the Schedule of Benefits, if applicable; or
 - (d) for an Amount of Insurance greater than he/she was insured for under the prior group life insurance plan carrier, if applicable; or
 - (e) after being eligible for coverage under a prior group life insurance plan for more than thirty-one (31) days but did not elect to be covered under that prior plan; or
- (4) the date premium is remitted.

CLASS 2:

- (1) the Individual Effective Date stated on the Schedule of Benefits, if he/she applies on or before that date; or
- (2) the first of the month following the date he/she applies, if he/she applies within thirty-one (31) days from the date he/she first met the eligibility requirements; or
- (3) the first of the month following the date we approve any required proof of good health. We require proof of good health if a person applies:
 - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
 - (b) after he/she terminated this insurance but he/she remained in a class eligible for this insurance; or
 - (c) for an Amount of Insurance greater than the guaranteed issue Amount of Insurance shown on the Schedule of Benefits, if applicable; or
 - (d) for an Amount of Insurance greater than he/she was insured for under the prior group life insurance plan carrier, if applicable; or
 - (e) after being eligible for coverage under a prior group life insurance plan for more than thirty-one (31) days but did not elect to be covered under that prior plan; or
- (4) the date premium is remitted.

Proof of good health forms are available from us upon request. It is your responsibility to provide proof of good health forms to your employees when required.

If an Eligible Person has been previously declined for coverage by us, had an application withdrawn or marked incomplete for any reason, or voluntarily terminated his/her insurance coverage with us, all future requests for coverage are subject to submission and our approval of proof of good health. However, proof of good health will not be required if an Eligible Person who voluntarily terminated his/her insurance coverage with us makes a future request due to a life event change or during any approved enrollment period.

Changes in an Insured's Amount of Insurance are effective as shown on the Schedule of Benefits.

If the Eligible Person is not Actively at Work on the day his/her insurance is to go into effect, the insurance will go into effect on the day he/she returns to Active Work in an Eligible Class for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the last day of the Policy month in which the Insured ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured; or
- (4) the date the Insured enters military service on active duty (not including Reserve or National Guard).

CONTINUATION OF INDIVIDUAL INSURANCE:

CLASS 1 & 2: The insurance of an Insured may be continued, by payment of premium, beyond the date the Insured ceases to be eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

INDIVIDUAL REINSTATEMENT:

CLASS 1 & 2: Insurance may be reinstated if a former Insured is:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off.

The former Insured must return to Active Work with you within the period of time shown on the Schedule of Benefits. He/she must also be a member of a class eligible for this insurance.

The insurance will go into effect on the day he/she returns to Active Work for one full day. If a former Insured returns after having resigned or having been discharged, he/she will be required to fulfill the Eligibility Requirements of this Policy again.

If an Eligible Person requests insurance after previously terminating insurance at his/her request or for failure to pay premium when due, proof of good health must be approved by us before his/her insurance coverage may be reinstated.

CONVERSION PRIVILEGE

An Insured can use this privilege when his/her insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of this Policy's classes, an individual Life Insurance Policy may be issued. The Insured is entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by the Insured within thirty-one (31) days after he/she terminates. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
 - (1) The policy will, at the option of the Insured, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
 - (2) The policy issued will be for an amount not over what the Insured had before he/she terminated;
 - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and the Insured's age at date of policy issue; and
 - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of this Policy, an individual Life Insurance Policy can be issued. An Insured must have been insured for at least five (5) years under this Policy and/or the prior carrier. The same rules as in A above will be used, except that the face amount will be the lesser of:
 - (1) The amount of the Insured's Group Life benefit under this Policy. This amount will be less any amount he/she is entitled to under any group life policy issued by us or another insurance company; or
 - (2) \$10,000.
- C. If the insurance reduces, as may be provided in this Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.
- D. If an Insured dies during the time provided in A above in which he/she is entitled to apply for an individual policy, we will pay the benefit under the Group Policy that he/she was entitled to convert. This will be done whether or not the Insured applied for the individual policy or the first premium was paid.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the thirty-one (31) day period in which application must be made.
- F. If an Insured is entitled to have an individual policy issued to him/her without proof of health, then he/she must be given notice of this right at least fifteen (15) days before the end of the period specified above. Such notice must be:
 - (1) in writing; and
 - (2) presented or mailed to the Insured by you. If not, the Insured will have an additional period in order to do so. This additional period will end fifteen (15) days after the Insured is given notice. This period will not extend beyond sixty (60) days after the expiration date of the period provided above. This insurance will not be continued beyond the period provided in A above.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the Policy face page.

PREMIUM RATE: The premium due will be the rate per \$1,000 of benefit multiplied by the entire amount of benefit volume then in force. We will furnish to you the premium rate on the Policy effective date and when it is changed. We have the right to change the premium rate:

- (1) on any premium due date after the Policy is in force for 36 months;
- (2) when the extent of coverage is changed by amendment; or
- (3) on any premium due date on or after the Policy is in force for 12 months if the entire amount of the benefit volume changes by 15% or more from the entire amount of benefit volume on the Policy effective date.

We will not change the premium rate due to (1) or (3) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (1) or (3) above.

GRACE PERIOD: You may pay the premium up to 60 days after the date it is due. The Policy stays in force during this time. If the premium is not paid during the grace period, the Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date the Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: The beneficiary will be as named in writing by the Insured to receive benefits at the Insured's death. This beneficiary designation must be on file with us or the Plan Administrator and will be effective on the date the Insured signs it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

If the Insured names more than one beneficiary to share the benefit, he/she must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally.

The beneficiary's consent is not needed if the Insured wishes to change the designation. His/her consent is also not needed to make any changes in this Policy.

If the beneficiary dies at the same time as the Insured, or within fifteen (15) days after his/her death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse, legally recognized civil union/domestic partner;
- (2) the Insured's surviving child(ren) (including legally adopted child(ren)), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

We will not be liable for any payment we have made in good faith.

FACILITY OF PAYMENT: If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, we may pay up to \$2,000 of the benefit to the person(s) who, in our opinion, have incurred expenses in connection with the Insured's last illness, death or burial.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us.

We will not be liable for any payment we have made in good faith.

SETTLEMENT OPTIONS

The Insured may elect a different way in which payment of the Amount of Insurance can be made. He/she must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20.00 each are not eligible.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

OPTION A – FIXED TIME PAYMENT OPTION

Equal monthly payments will be made for any period chosen, up to thirty (30) years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change it. This change will apply only to requests for settlement elected after this change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment
1	\$83.71	7	\$12.32	13	\$6.83	19	\$4.81	25	\$3.76
2	42.07	8	10.83	14	6.37	20	4.59	26	3.64
3	28.18	9	9.68	15	5.98	21	4.40	27	3.52
4	21.24	10	8.75	16	5.63	22	4.22	28	3.41
5	17.08	11	7.99	17	5.33	23	4.05	29	3.31
6	14.30	12	7.36	18	5.05	24	3.90	30	3.21

OPTION B – FIXED AMOUNT PAYMENT OPTION

Each payment will be for an agreed fixed amount. The amount of each payment may not be less than \$10.00 for each \$1,000 applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at a rate set by us, but not less than the equivalent of 1% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C – INTEREST PAYMENT OPTION

We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 1% per year.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the proper representative of the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the three (3) set out above may be made. A mutual agreement must be reached between the individual entitled to elect and us.

WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY

Applicable to Class 1 & 2:

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if:

- (1) the Insured becomes totally disabled prior to age 60;
- (2) the Total Disability begins while he/she is insured;
- (3) the Total Disability begins while this Policy is in force;
- (4) the Total Disability lasts for at least 9 months;
- (5) the premium continues to be paid; and
- (6) we receive proof of Total Disability within one (1) year from the date it began.

After proof of Total Disability is approved by us, neither you or the Insured is required to pay premiums. Also, any premiums paid from the start of the Total Disability will be returned.

We will ask the Insured to submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one (1) year periods. The Insured may be required to be examined by a Physician approved by us as part of the proof. We will not require the Insured to be examined more than once a year after the insurance has been extended two (2) full years.

The Amount of Insurance extended will be limited to the amount of basic group life coverage on the life of the Insured that was in force at the time that Total Disability began excluding any additional benefits. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if the Insured had not been totally disabled. If the Insured dies, we will be liable under this extension only if written proof of death is received by us.

The Amount of Insurance extended for an Insured will cease on the earliest of:

- (1) the date he/she no longer meets the definition of Total Disability; or
- (2) the date he/she refuses to be examined; or
- (3) the date he/she fails to furnish the required proof of Total Disability; or
- (4) the date he/she becomes age 65; or
- (5) the date he/she retires.

The Insured may use the conversion privilege when this extension ceases. Please refer to the Conversion Privilege section for rules. An Insured is not entitled to conversion if he/she returns to work and is again eligible for the insurance under this Policy. If the Insured uses the conversion privilege, benefits will not be payable under the Waiver of Premium in Event of Total Disability provision unless the converted policy is surrendered to us.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name, the Policy Number and your name.

CLAIM FORMS: When we receive written notice of a claim, we will send claim forms to the claimant within fifteen (15) days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS: For any covered Loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: Payment will be made as soon as proper proof is received. All benefits will be paid to the Insured if living. Any benefits unpaid at the time of death, or due to death, will be paid to the beneficiary.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have an Insured examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTION: No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina and Michigan, six (6) years) from the time written proof of loss is required to be submitted.

EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Family and Medical Leave of Absence:

CLASS 1 & 2: We will continue the Insured's coverage and that of any Insured Dependent, if applicable, in accordance with your policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for such Insured and his/her Insured Dependents, if applicable, continues to be paid during the leave; and
- (2) you have approved the Insured's leave in writing and provide a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

Military Services Leave of Absence:

CLASS 1, 2, & 3: We will continue the Insured's coverage and that of any Insured Dependents, if applicable, in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured and his or her Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured is on a Family and Medical Leave of Absence for any reason other than his or her own illness, injury or disability or Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured who is not considered Actively at Work until the Insured has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured's coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured; or
- (3) the date such leave should end in accordance with your policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Should you choose not to continue the Insured's coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, the Insured's coverage as well as any dependent coverage, if applicable, will be reinstated.

PORTABILITY

Applicable to Class 1 & 2:

An Insured may continue insurance coverage under this Policy if coverage would otherwise terminate because he/she ceases to be an Eligible Person, for reasons other than the termination of this Policy, or the Insured's retirement, provided he/she:

- (1) notifies us in writing within thirty-one (31) days from the date he/she ceases to be eligible; and
- (2) remits the necessary premiums when due; and
- (3) is not approved for extension of coverage under the Waiver of Premium in Event of Total Disability provision, if applicable; and
- (4) has not been terminated under the Waiver of Premium in Event of Total Disability provision, if applicable, and
- (5) has been covered for twelve (12) months under this Policy and/or the prior group life insurance policy.

The amount of coverage available under the Portability provision will be the current amount of coverage the Insured is insured for under this Policy on the last day he/she was Actively at Work. However, the amount of coverage will never be more than:

- (1) the highest amount of life insurance available to Eligible Persons; or
- (2) a total of \$500,000 from all RSL group life and accidental death and dismemberment insurance combined, whichever is less.

The premium charged to continue coverage will be based on the prevailing rate charged to Insureds who choose to continue coverage under the Portability provision. Such premium will be billed directly to the Insured on a quarterly, semi-annual or annual basis.

If an Insured's coverage under this Policy includes Accidental Death and Dismemberment, then such benefits may be continued under this Policy.

Insurance coverage continued under this provision for an Insured will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid; or
- (3) the date the Insured is covered under another group term life insurance policy; or
- (4) the date the Insured reaches age 65; or
- (5) at any time coverage would normally terminate according to the terms of this Policy had the Insured continued to be an Eligible Person.

In addition, coverage will reduce at any time it would normally reduce according to the terms of this Policy had the Insured continued to be an Eligible Person.

If insurance coverage terminates due to (1) or (4) above, it may be converted to an individual life insurance policy. The conversion will be subject to the terms and conditions set forth under the Conversion Privilege.

GROUP TERM LIFE INSURANCE ACCELERATED BENEFIT RIDER

THIS RIDER ADDS AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. IN ADDITION, RECEIPT OF THIS BENEFIT MAY AFFECT THE INSURED'S ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. INSUREDS SHOULD SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.

Attached to Group Policy Number: GL 1500002575

Issued to Group Policyholder: City of Bloomington

This Rider is attached to and made a part of the Policy indicated above. The Policy is hereby amended, in consideration of the application for this coverage, by the addition of the following benefit. In this Rider, Reliance Standard Life Insurance Company will be referred to as "we", "us", "our".

DEFINITIONS: This section gives the meaning of terms used in this Rider. The Definitions of the Policy and Certificate also apply unless they conflict with Definitions given here.

"Certified" or "Certification" refers to a written statement, made by a Physician on a form provided by us, as to the Insured's Terminal Illness.

"Certificate" means the document, issued to each Insured, which explains the terms of his coverage under the Group Life Insurance Policy.

"Death Benefit" means the insurance amount payable under the Policy at the death of the Insured. It does not include any amount that is only payable in the event of Accidental Death.

"Insured" means the primary Insured and his/her insured Dependents, if any.

"Physician" means a duly licensed practitioner, acting within the scope of his license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be the Insured or a member of his immediate family.

"Policy" means the Group Life Insurance Policy issued to the Group Policyholder under which the Insured is covered.

"Terminally Ill" or "Terminal Illness" refers to an Insured's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 24 months.

"Written Request" means a request made, in writing, by the Insured to us.

All pronouns include either gender unless the context indicates otherwise.

DESCRIPTION OF COVERAGE: This benefit is payable to the Insured if the Insured's coverage is in force and the Insured is Certified as Terminally Ill: at any time for loss resulting from accidental injury; or after having been insured under this Rider for at least 30 days prior to a loss resulting from sickness. In order for this benefit to be paid:

- (1) the Insured must make a Written Request; and
- (2) we must receive from any assignee or irrevocable beneficiary their signed acknowledgment and agreement to payment of this benefit.

We may, at our option, confirm the terminal diagnosis with a second medical exam performed at our own expense.

AMOUNT OF THE ACCELERATED BENEFIT: The Accelerated Benefit will be an amount equal to 75% of the Death Benefit applicable to the Insured under the Policy on the date of the Certification of Terminal Illness, subject to a maximum benefit of \$500,000. This benefit may be paid as a single lump sum or in installment payments mutually agreed to by us and the Insured. The Accelerated Benefit is payable one time only for any Insured under this Rider.

EFFECT OF BENEFIT: If an Insured becomes eligible for, and elects to receive this benefit, it will have the following effects:

- (1) The Death Benefit payable for such Insured will be reduced by the amount equal to the Accelerated Benefit paid such Insured. Such reduced amount of insurance will be subject to all Policy provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. The amount of the Accelerated Benefit plus the corresponding Death Benefit will not exceed the amount that would have been paid as the Death Benefit in the absence of this Rider.
- (2) Any amount of insurance that would otherwise be continued under a Waiver of Premium provision will be reduced proportionately, as will the maximum Face Amount available under the Conversion Privilege.

MISSTATEMENT OF AGE OR SEX: The Accelerated Benefit will be adjusted to reflect the amount of benefit that would have been purchased by the actual premium paid at the correct age and sex.

TERMINATION OF AN INDIVIDUAL'S COVERAGE UNDER THIS RIDER: The coverage of any Insured under this Rider will terminate on the first of the following:

- (1) the date his coverage under the Policy terminates;
- (2) the date of payment of the Accelerated Benefit for his Terminal Illness; or
- (3) the date he attains age 75.

ADDITIONAL PROVISIONS: This Rider takes effect on the Effective Date shown. It will terminate on the date the Group Policy terminates. It is subject to all the terms of the Group Policy not inconsistent herewith.

In witness whereof, we have caused this Rider to be signed by our Secretary.


Secretary

**NOTICE OF
PROTECTION PROVIDED BY
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 in hospital, medical and surgical insurance benefits*
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

*Illinois Life and Health
Insurance Guaranty Association
8420 West Bryn Mawr Avenue, Suite 550
Chicago, Illinois 60631-3404
(773) 714-8050*

*Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515*

Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

EXHIBIT B



reliancestandard

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: City of Bloomington

GROUP POLICY NUMBER: VAR 1610001325

POLICY EFFECTIVE DATE: July 1, 2025

PREMIUM DUE DATES: The first premium is due on the Policy Effective Date. After that premiums are due monthly, in advance, on the first day of each month.

This Policy is delivered in Illinois and is governed by its laws.

This insurance Policy is a contract between you, the Policyholder named above, and us, Reliance Standard Life Insurance Company. We agree to provide insurance to you in exchange for the payment of premium and the signed Application. This Policy insures against certain accidental losses as described herein. It will cover the Eligible Persons for whom the proper premium has been paid for the amount of insurance shown on the Schedule of Benefits. Coverage is subject to the terms and conditions of this Policy.

The Policy Effective Date is shown above. Insurance starts and ends at 12:01 A.M. local time, at your address. It stays in force in accordance with the provisions set forth in this Policy. The POLICY TERMINATION section of the GENERAL PROVISIONS explains when this Policy can be ended.

This Policy is signed by our President and Secretary.


Secretary


President

GROUP ACCIDENT POLICY

NON-PARTICIPATING

APPLICATION FOR GROUP ACCIDENT POLICY

**RELIANCE STANDARD LIFE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA**

GROUP POLICY NUMBER: VAR 1610001325

POLICY EFFECTIVE DATE: July 1, 2025

POLICY DELIVERED IN: Illinois

ANNIVERSARY DATE: July 1st in each year

APPLICATION IS MADE TO US BY: City of Bloomington

MONTHLY PREMIUM RATE:

Insured Person: \$0.02 Per \$1,000 of Principal Sum

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at: _____ This: _____ Day of: _____

Policyholder: _____

Federal Employer Identification Number: 37-6001563

By: _____
(Signature)

(Title)

Please sign and return.





*BC1COAPVAR 161000132507/01/2025*RSL
*BC2COAPCity of Bloomington

APPLICATION FOR GROUP ACCIDENT POLICY

**RELIANCE STANDARD LIFE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA**

GROUP POLICY NUMBER: VAR 1610001325

POLICY EFFECTIVE DATE: July 1, 2025

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Signed at: _____ This: _____ Day of: _____

Policyholder: _____

Federal Employer Identification Number: 37-6001563

By: _____
(Signature)

(Title)

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: NONE

ELIGIBILITY: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Police Officer

CLASS 2: Employee , except an employee included in any other class

INDIVIDUAL EFFECTIVE DATE:

CLASS 1: The day the person becomes eligible.

CLASS 2: The first of the month following the day the person becomes eligible.

INDIVIDUAL REINSTATEMENT: 6 months

CONTRIBUTIONS: Each Eligible Person: 0%

AMOUNT OF INSURANCE/PRINCIPAL SUM:

INSURED PERSONS:

CLASS 1: \$50,000.

CLASS 2: \$50,000.

CHANGES IN AMOUNT OF INSURANCE: Increases and decreases in the Amount of Insurance because of changes in class and earnings are effective on the date of the change. Increases and decreases in the Amount of Insurance because of changes in age are effective on the July 1st coinciding with or next following the date of the change.

With respect to increases in the Amount of Insurance, the Insured Person must be Actively at Work on the date of the change. If the Insured Person is not Actively at Work when the change should take effect, the change will take effect on the day after the Insured Person has been Actively at Work for one full day.

DEFINITIONS

"Actively at Work" and "Active Work" means the Insured Person is actually performing on a Full-time basis each and every duty pertaining to his job in the place where and the manner in which the job is normally performed. This includes approved time off for vacation, jury duty and funeral leave, but does not include time off as a result of Injury or illness.

"Dependent" means:

- (1) an Insured Person's legal spouse; and
- (2) an Insured Person's unmarried child(ren), who are financially dependent upon the Insured Person for support. Adoptive, foster and step-children are considered Dependents if they are in the custody of the Insured Person.

"Eligible Person" means a person who meets the Eligibility requirements of this Policy.

"Full-time" means working for you for a minimum of 40 hours during a person's regularly scheduled work week.

"Insured Person" means a person who meets the Eligibility requirements of this Policy and is enrolled for this insurance, and whose insurance under this Policy is in effect.

"Insured" means an Insured Person unless the context indicates otherwise.

"Injury" means accidental bodily injury to an Insured which is caused directly by accidental means and which occurs while the Insured's coverage under this Policy is in force.

"We", "us", and "our" means Reliance Standard Life Insurance Company.

"You", "your", and "yours" means the Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT: The entire contract between you and us is this Policy, your signed Application for this Policy (a copy of which is attached at issue), and any endorsements or amendments.

CHANGES: No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, signed by a President, Vice President or Secretary and attached to this Policy.

INCONTESTABILITY: Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, any Insured Person, or on behalf of any Insured to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured Person is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in a written form signed by the Insured Person, or on behalf of the Insured Person; and
 - (b) a copy of such written instrument is or has been furnished to the Insured Person, the Insured Person's beneficiary or legal representative.
- (2) If the statement relates to an Insured Person's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured Person.

ASSIGNMENT: Ownership of any benefit provided under this Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

RECORDS MAINTAINED: You or an authorized Plan Administrator must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR: Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical Errors include (but are not limited to) the payment of premium for coverage not provided by this Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from you that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

MISSTATEMENT OF AGE: If an Insured's age has been misstated, benefits will be those that apply to his correct age.

NOT IN LIEU OF WORKER'S COMPENSATION: This Policy is not a Worker's Compensation Policy. It does not provide Worker's Compensation benefits.

CONFORMITY WITH STATE LAWS: Any provision in this Policy which, on its Effective Date, is in conflict with the laws in the state where it is issued or in a state that otherwise has jurisdiction over such provision, is amended to conform with the minimum requirements of such laws of that state.

CERTIFICATE OF INSURANCE: We will provide a certificate of insurance for each Insured Person. The certificate will set forth the terms of coverage and to whom benefits are payable.

POLICY TERMINATION: This Policy may be terminated by you or us on any premium due date, after this Policy has been in force 12 months. Written notice of termination must be mailed to the other party at least 31 days prior to the effective date of such termination. We will mail the notice to your last address shown on our records.

PRONOUNS: All pronouns include either gender unless the context indicates otherwise.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: The insurance of an Eligible Person will go into effect on the Individual Effective Date as shown on the Schedule of Benefits.

If an Eligible Person is not Actively At Work on the day his insurance is to go into effect, his insurance will take effect on the day he returns to Active Work for one full day.

Changes in an Insured Person's amount of insurance are effective as shown on the Schedule of Benefits.

TERMINATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the last day of the Policy month in which the Insured Person ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured Person's coverage.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

CONTINUATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage may be continued, by payment of premium, beyond the date the Insured Person ceases to be eligible for this insurance, but not longer than:

- (1) 12 months, if he ceases to be eligible due to illness or Injury; or
- (2) 1 month, if he ceases to be eligible due to temporary lay-off or approved leave of absence.

INDIVIDUAL REINSTATEMENT: If an Insured Person's coverage is terminated, it may be reinstated if he is:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (INDIVIDUAL REINSTATEMENT). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this Policy again. The insurance will go into effect on the date he returns to Active Work.

CONVERSION PRIVILEGE

An Insured Person can use this privilege when his Accidental Death and Dismemberment insurance coverage is no longer in force for any reason, except termination of this Policy. The Insured must make written application for the converted policy within 31 days after coverage ends. The first premium must also be paid within that time. The issuance of the converted policy is subject to the following conditions:

- (1) the converted policy will take effect on the date of the termination of this insurance, or on the date of the application for the converted policy, whichever is later;
- (2) proof of health will not be required; and
- (3) the premium will be applicable to the class of risk to which the Insured belongs, at his attained age, and to the form and amount of insurance provided.

The converted policy's Principal Sum will be the lower of:

- (1) the Amount of Principal Sum applicable to the Insured under this Policy; or
- (2) \$250,000.

The converted policy may provide that it will be renewable on any anniversary with our consent, subject to a maximum age limit.

The converted policy may exclude any condition or hazard which applied to the Insured at the time this coverage terminated. Benefits will not be paid under the converted policy for a claim originating under this Policy.

The Insured may convert to any individual Accidental Death and Dismemberment policy we offer in the state where he lives.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the face page of this Policy.

PREMIUM RATE: The premium rate is shown on the application for this Policy.

The premium for this insurance is based on the coverage requested. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force for 36 months; or
- (2) if the coverage is changed by amendment.

We will not change the premium rate more than once in any 12 month period unless the coverage is changed. We will notify you in writing at least 31 days before a premium change is made due to (1) above.

GRACE PERIOD: You may pay the premium up to 60 days after the date it is due. This Policy stays in force during this time. If the premium is not paid during the grace period, this Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date this Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: If the Insured Person dies, any death benefit payable and any other accrued benefits will be paid to the beneficiary named in records maintained by you, or if none, to the beneficiary named to receive the proceeds of the basic Group Life policy issued to you. Benefits will not be paid to you or an officer of your firm. A beneficiary designation will be effective as of the date the Insured Person signed it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

The Insured Person can change the beneficiary by telling us in writing on our form. The consent of a revocable beneficiary is not needed. The change will take effect only when it is received and approved by us or an authorized Plan Administrator. We cannot attest to the validity of such a change.

If an Insured's beneficiary dies at the same time as the Insured, or within 15 days after his death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise in another provision of this Policy.

If the Insured Person has not named a beneficiary, or an Insured's named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse or legally recognized civil union/domestic partner;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

FACILITY OF PAYMENT: If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary or the beneficiary is not surviving at the Insured's death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, has incurred expenses in connection with the Insured's last illness, death or burial. Payment may also be made to the executor or administrator of the Insured's estate, or to any relative of the Insured by blood or marriage.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

We will not be liable for any payment we have made in good faith.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within 31 days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name and the Policy Number.

CLAIM FORMS: When we receive written notice of a claim, we will send claim forms to the claimant within 15 days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS: For any covered Loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

TIME PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid accordingly.

PAYMENT OF CLAIMS: If an Insured Person dies, we will pay any death benefit and any other accrued benefits in accordance with the Beneficiary and Facility of Payment provisions. All other benefits will be paid to the Insured Person.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right to have a doctor of our choice examine the Insured as often as we think necessary. This section applies while a claim is pending or while we are paying benefits. We also have the right to make an autopsy in case of death, unless the law forbids it. We will pay for the cost of both the examination and the autopsy.

LEGAL ACTION: No lawsuit or action in equity can be brought to recover on this Policy:

- (1) before 60 days following the date written proof of loss was furnished to us; or
- (2) after 3 years following the date written proof of loss is required (6 years in South Carolina and 5 years in Kansas).

SETTLEMENT OPTIONS

The Insured Person may elect a single sum payment or a different way in which the beneficiary will receive payment of the Principal Sum. If other than a single sum payment is desired, he must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20 each are not allowed.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the 3 set out below may be made. A mutual agreement must be reached between the individual entitled to elect and us.

OPTION A - FIXED TIME PAYMENT OPTION: Equal monthly payments will be made for any period chosen, up to 30 years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change the minimum monthly payment. These changes will apply only to requests for settlement elected after the change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

OPTION B - FIXED AMOUNT PAYMENT OPTION: Each payment will be for an agreed fixed amount. The amount of each payment will not be less than \$20 for each \$2000 applied. Interest will be credited and added each month on the unpaid balance. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C - INTEREST PAYMENT OPTION: We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

DESCRIPTION OF COVERAGE

LOSS OF LIFE, LIMB, SIGHT, SPEECH OR HEARING: If, due to Injury, an Insured suffers any one of the following specific Losses within 365 days from the date of the accident we will pay the Benefit Amount listed below. However, if more than one listed loss results from any one accident, we will only pay the one largest applicable benefit as listed below.

LOSS

BENEFIT AMOUNT:

Loss of Life	the Insured's Principal Sum
Loss of Two or More Members	the Insured's Principal Sum
Loss of Speech and Hearing	the Insured's Principal Sum
Loss of One Member	1/2 of the Insured's Principal Sum
Loss of Speech or Hearing	1/2 of the Insured's Principal Sum
Loss of Thumb and Index Finger of the Same Hand	1/4 of the Insured's Principal Sum

DEFINITIONS:

"Member(s)" means: hand, foot or eye.

"Loss(es)" must result directly and independently from Injury, with no other contributing cause. As used in this benefit with respect to:

- (1) a hand or foot, Loss means the complete severance through or above the wrist or ankle joints;
- (2) an eye, Loss means the total and irrecoverable loss of sight;
- (3) speech, Loss means the total and irrecoverable loss of the function;
- (4) hearing, Loss means the total and irrecoverable loss of the hearing in both ears;
- (5) a thumb and index finger, Loss means the complete severance through or above the metacarpophalangeal joint.

COVERAGE FOR MEMBERS OF RESERVE-NATIONAL GUARD

DESCRIPTION OF COVERAGE: We will pay plan benefits for a loss due to Injury of any Insured which is sustained while such Insured is a member of an organized Reserve Corps or National Guard Unit and is:

- (1) attending any regularly scheduled or routine training of less than 60 days, or is enroute to or from such training;
- (2) attending a Service School no matter how long it is, or is enroute to or from that school;
- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty.

DEFINITION:

"Service School" means one operated by or on behalf of the United States of America or Canada.

COVERAGE OF EXPOSURE AND DISAPPEARANCE

DESCRIPTION OF COVERAGE

EXPOSURE: Any loss that is due to exposure will be covered as if it were due to Injury, provided such loss results directly and independently of all other causes from accidental exposure to the elements which occurs while the Insured's coverage under this Policy is in force.

DISAPPEARANCE: We will presume an Insured suffered loss of life due to an Injury, if:

- (1) while covered under this Policy, such Insured is riding in a conveyance that is involved in an accident, not excluded from coverage;
- (2) the conveyance is wrecked, sinks or disappears as a result of such accident; and
- (3) the Insured's body is not found within 1 year of the accident.

EDUCATION BENEFIT

DESCRIPTION OF COVERAGE:

We will pay the additional benefit stated below if:

- (1) at an Insured Person's death due to Injury, Loss of Life benefits are payable hereunder; and
- (2) coverage for his Dependents is in force on the date of the Injury.

BENEFITS:

Benefits will be paid as follows:

- (1) We will pay 5% of the Insured Person's Principal Sum, subject to a minimum of \$1,000.00 and a maximum of \$5,000.00, annually for each of his Dependent children who is:
 - (a) enrolled as a full-time student in any Institute of Higher Learning beyond the 12th grade level on the date of the Insured Person's accident; or
 - (b) in the 12th grade on the date of the Insured Person's accident and subsequently enrolls as a full-time student in an Institute of Higher Learning within 1 year of the date of the Insured Person's death;provided the child remains so enrolled for the school year. Benefits will be paid for up to 4 consecutive years of enrollment.
- (2) We will pay the actual tuition expense incurred by the Dependent spouse, up to \$3,000.00 annually, if:
 - (a) such spouse attends an Institute of Higher Learning for the purpose of obtaining a source of support and maintenance; and
 - (b) the tuition expense is incurred within 30 months after the date of the Insured Person's death.

DEFINITION:

"Institute of Higher Learning" includes but is not limited to: any university; college; trade school; or professional school.

DAY CARE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the additional benefit shown below if:

- (1) at an Insured Person's death due to Injury, Loss of Life benefits are payable hereunder;
- (2) the Insured Person has at least one Dependent child, born or unborn and in any event under 14 years of age on the date of the Injury; and
- (3) such child is in day care within 12 months from the date of death.

BENEFITS: Benefits will be paid as follows:

- (1) We will pay an additional monthly benefit equal to actual Day Care charges incurred up to 2% of the Insured Person's Principal Sum, not to exceed \$2,400 in any one calendar year for each Dependent child who is under 14 years of age.
- (2) The benefit with respect to each child will terminate on the earlier of:
 - (a) the date he turns 14 years of age; or
 - (b) the end of a period of 4 consecutive years from the death of the Insured Person.

A prorated benefit will be payable for partial months.

SEAT BELT AND AIR BAG BENEFIT

DESCRIPTION OF COVERAGE: We will pay a sum equal to 10% of the Insured Person's Principal Sum if:

- (1) the Insured Person dies as the result of a bodily Injury sustained while riding in or operating a Four-Wheel Vehicle;
- (2) a police report establishes that the Insured Person was properly strapped in a Seat Belt at the time;
- (3) Loss of Life benefits are payable for the Insured Person's death hereunder.

We will pay an additional 5% if the Insured Person is driving in or riding in a Four-Wheel Vehicle which is equipped with a factory-installed Supplemental Restraint System. The Insured Person must be positioned in a seat which is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. In addition to the above requirements, the police report must establish that the air bag inflated properly upon impact.

The total maximum benefit payable is \$25,000.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any Four-Wheel Vehicle used: in a race; in a speed or endurance test; or for acrobatic or stunt driving; or
- (2) if the Insured Person is not wearing a Seat Belt for any reason; or
- (3) while the Insured Person is sharing a Seat Belt; or
- (4) due to a defect in the Supplemental Restraint System's diagnostic system.

If the police report does not clearly establish that the Insured Person was or was not wearing a seat belt at the time of the accident causing the Insured Person's death, we will pay a sum equal to \$1,000.00 in lieu of the benefit described above.

DEFINITIONS

"Seat Belt" means an unaltered Seat Belt or lap and shoulder restraint.

An air bag is not considered a Seat Belt.

"Supplemental Restraint System" means an air bag which inflates for added protection to the head and chest areas.

"Four-Wheel Vehicle" means a vehicle listed below provided it is: duly licensed for passenger use; and designated primarily for use on public streets and highways:

- (1) a private passenger automobile; or
- (2) a station wagon; or
- (3) a van, jeep, or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
- (4) a self-propelled motor home.

COMA BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, as the result of an Injury, an Insured Person lapses into a Coma which lasts for more than 30 days. In order for this benefit to be payable the Coma does not need to be continuous, as long as recurrences are not due to an unrelated cause.

DEFINITION:

"Coma" means a state of profound unconsciousness, from which one cannot be aroused, which results from Injury. The Insured Person must be:

- (1) confined in a hospital or other medical facility; and
- (2) diagnosed as being in a Coma by a licensed physician.

BENEFIT: We will pay a monthly benefit equal to 1% of the Insured Person's Principal Sum. The monthly benefits will start on the 31st day of the Coma. Benefits will continue until:

- (1) the Coma ends;
- (2) the Insured Person dies; or
- (3) the end of a period of 100 consecutive months;

whichever is the first to occur.

A prorated benefit will be payable for partial months.

The Insured Person is only eligible for one Coma benefit for each eligible accident.

TOTAL LOSS OF USE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, due to Injury, an Insured Person suffers a Total Loss of Use that is listed below, provided:

- (1) the Insured Person suffers such Total Loss of Use within 1 year of the Injury;
- (2) the Total Loss of Use continues for a period of 12 consecutive months after the onset;
- (3) it is shown by proper medical authority at the end of these 12 months that the Total Loss of Use has been continuous and will be permanent; and
- (4) no benefit is payable for such loss under the Accidental Death and Dismemberment Benefit of this Policy.

BENEFITS: Only one benefit (the larger) will be paid for more than one Total Loss of Use resulting from any one accident.

For Total Loss of Use of:

Benefit Amount:

Both Arms and Both Legs	the Insured Person's Principal Sum
Both Arms	2/3 of the Insured Person's Principal Sum
Both Legs	2/3 of the Insured Person's Principal Sum
One Arm and One Leg	2/3 of the Insured Person's Principal Sum
Both Arms and One Leg or Both Legs and One Arm	3/4 of the Insured Person's Principal Sum
One Arm or One Leg	1/2 of the Insured Person's Principal Sum

In no event will the total of all benefits paid for any one Insured Person for any one accident, under this benefit, the Accidental Death and Dismemberment Benefit and the Coma Benefit, exceed that Insured Person's Principal Sum.

DEFINITION:

"Total Loss of Use" means loss of the ability to function because of:

- (1) incurable paralysis; or
- (2) stiffening.

In addition, "Total Loss of Use" must affect the entire arm or leg from the shoulder or hip, including the hand or foot attached to it.

EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Family and Medical Leave of Absence:

We will continue the Insured Person's coverage and that of any Insured Dependent, if applicable, in accordance with your policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for such Insured Person and his/her Insured Dependents, if applicable, continues to be paid during the leave; and
- (2) you have approved the Insured Person's leave in writing and provide a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

Military Services Leave of Absence:

We will continue the Insured Person's coverage and that of any Insured Dependents, if applicable, in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured Person and his or her Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured Person is on a Family and Medical Leave of Absence for any reason other than his or her own illness, injury or disability or Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured Person who is not considered Actively at Work until the Insured Person has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured Person's coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured Person; or
- (3) the date such leave should end in accordance with your policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Should you choose not to continue the Insured Person's coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, the Insured Person's coverage as well as any dependent coverage, if applicable, will be reinstated.

EXCLUSIONS

This Policy does not cover any loss:

- (1) to which sickness, disease, or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (2) caused by suicide, or intentionally self-inflicted injuries; or
- (3) caused by or resulting from war or any act of war, declared or undeclared; or
- (4) caused by an accident that occurs while in the armed forces of any country, except as shown under the Reserve-National Guard Benefit (any premium paid to us for any period not covered by this Policy while the Insured is in such service will be returned pro rata); or
- (5) caused by or resulting from riding in, getting into or out of any aircraft, unless:
 - (a) the Insured Person is a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation; and
 - (b) the aircraft is not owned, leased or operated by or on behalf of you, the Insured Person or any other employer of the Insured Person, unless a specific written agreement has been obtained from us; or
- (6) sustained during the Insured Person's commission or attempted commission of an assault or felony; or
- (7) to which the Insured Person's acute or chronic alcoholic intoxication is a contributing factor; or
- (8) to which the Insured Person's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug is a contributing factor.

**NOTICE OF
PROTECTION PROVIDED BY
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 in hospital, medical and surgical insurance benefits*
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

*Illinois Life and Health
Insurance Guaranty Association
8420 West Bryn Mawr Avenue, Suite 550
Chicago, Illinois 60631-3404
(773) 714-8050*

*Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515*

Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.



Consent Agenda Item No. 7.J.

For City Council: September 22, 2025

Ward Impacted: Ward 1

Subject: Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 2425 E. Lincoln Street, from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District (PIN: 21-11-327-001), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Background: The Applicant is requesting approval of a Zoning Map Amendment for the subject property from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District. The subject property currently holds a vacant one-story structure and surface parking. The site has been occupied by a variety of office uses since the late 1970s. It was most recently occupied as an office for an extended time, before being vacated in 2024. The Applicant is seeking to rezone the property for residential use to redevelop the site as senior housing.

On September 3, 2025, the Planning Commission held a public hearing on the request. The Commission voted 7-0-0 in favor of adopting findings of fact that the request was in the public interest and not solely for the benefit of the applicant, recommended approval of the request to the City Council.

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 Monday, August 18, 2025. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property.

Financial Impact: N/A

Attachments:

1. Ordinance Z-07-25
2. Ordinance - Exhibit B - Findings of Fact - Z-07-25

ORDINANCE NO. 2025 - _____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY
COMMONLY KNOWN AS 2425 E. LINCOLN STREET, FROM THE B-1 (GENERAL
COMMERCIAL) DISTRICT TO THE R-3B (MULTIPLE-FAMILY RESIDENCE) DISTRICT
(PIN: 21-11-327-001)**

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, an application requesting a Zoning Map Amendment from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District for the property commonly known as 2425 E. Lincoln St., legally described in Exhibit A ("PROPERTY"); and

WHEREAS, the Bloomington Planning Commission ("COMMISSION"), after proper notice was given, conducted a public hearing on said Zoning Map Amendment; and

WHEREAS, the COMMISSION, following said public hearing, made Findings of Fact, attached as Exhibit B ("FINDINGS") that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the COMMISSION voted (7-0-0) to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the requested Zoning Map Amendment.

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 the COMMISSION and the Zoning Map Amendment, from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District, for the PROPERTY commonly known as 2425 E. Lincoln St. is hereby approved.

SECTION 3. 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 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, WHICH LIES NORTHWEST OF THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 66 (F.A.

ROUTE 5 AS MONUMENTED AND OCCUPIED, DESCRIBED AS FOLLOWS: COMMENCING AT A MARKER ON THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 11 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE 66 (F.A. ROUTE 5), THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 11, 380 FEET, THENCE SOUTH 225 FEET, THENCE SOUTHEASTERLY 200 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE 66 (F.A. ROUTE 5), THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 450 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART AS SHOWN ON RIGHT OF WAY DEDICATION RECORDED DECEMBER 29, 1978, AS DOCUMENT NO. 78-18624 DESCRIBED AS FOLLOWS:

EXCEPTION NO. 1: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, SOUTH 25 FEET ALONG THE WEST LINE OF SECTION 11; THENCE EASTERLY 197 FEET PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING BEING A POINT ON THE EAST LINE OF LOT 1 OF GARLING SUBDIVISION EXTENDED; THENCE EASTERLY 1852.61 FEET TO THE WEST RIGHT OF WAY LINE OF ROUTE F.A. 5 (FORMERLY U.S. ROUTE 66); THENCE SOUTHWESTERLY 48 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTHWESTERLY 40 FEET TO A POINT 56 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY PARALLEL TO AND 56 FEET SOUTH OF SAID SECTION LINE A DISTANCE OF 335 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 13 FEET; THENCE WESTERLY PARALLEL TO AND 43 SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE EAST PROPERTY LINE OF GARLING SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE 18 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THE FOLLOWING:

EXCEPTION NO. 2: BEGINNING AT THE NORTHWEST CORNER OF TRACT 1 (TRACT 1 BEING DESCRIBED AS EXCEPTION NO. 1 AS NOTED ABOVE); THENCE NORTH 25 FEET ALONG THE EAST LINE OF LOT 1 OF GARLING SUBDIVISION EXTENDED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 11; THENCE EAST TO THE WEST RIGHT OF WAY LINE OF ROUTE F.A. 5 (FORMERLY U.S. ROUTE 66); THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF TRACT 1; THENCE WESTERLY TO THE POINT OF BEGINNING;

EXCEPTION NO. 3: THAT PART CONVEYED TO THE CITY OF BLOOMINGTON BY WARRANTY DEED RECORDED APRIL 30, 1980, AS DOCUMENT NO. 80-4442 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE

THIRD PRINCIPAL MERIDIAN IN MCLEAN COUNTY; THENCE SOUTH 56 FEET ALONG THE WEST LINE OF SAID SECTION 11; THENCE EASTERLY 1942.94 FEET PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 SECTION TO THE POINT OF BEGINNING; THENCE EASTERLY 13.02 FEET PARALLEL TO SAID NORTH LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE SOUTHEASTERLY TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROUTE F.A. 5, WHICH IS 65.76 FEET SOUTHERLY FROM AND AT RIGHT ANGLES TO SAID NORTH LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF ROUTE F.A. 5 A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING;

EXCEPTION NO. 4: PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS AND BEARINGS USED HEREIN ARE BASED ON ASSUMED DATA; COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 30 MINUTES 49 SECONDS WEST 43.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF LINCOLN STREET; THENCE SOUTH 85 DEGREES 49 MINUTES 01 SECONDS EAST 1,605.16 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 04 DEGREES 10 MINUTES 59 SECONDS WEST 13.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 85 DEGREES 49 MINUTES 01 SECONDS EAST 50.43 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85 DEGREES 49 MINUTES 01 SECONDS EAST 284.57 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 64 DEGREES 28 MINUTES 32 SECONDS EAST 48.34 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF VETERANS PARKWAY; THENCE SOUTH 35 DEGREES 51 MINUTES 14 SECONDS WEST 75.17 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 08 DEGREES 22 MINUTES 07 SECONDS EAST 43.84 FEET; THENCE NORTH 47 DEGREES 06 MINUTES 10 SECONDS WEST 44.50 FEET; THENCE NORTH 85 DEGREES 48 MINUTES 12 SECONDS WEST 165.00 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 14 SECONDS WEST 95.15 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

Address: 2425 E. Lincoln St.
PIN: 21-11-327-001

EXHIBIT B



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **WV Corner Holdings, LLC** (APPLICANT), in **case Z-07-25**, related to **Zoning Map Amendment** from the B-1 (General Commercial) District to the R-3B (Multiple-Family Residence) District (REQUEST).

The request is related to the property: 2425 E. Lincoln St., PIN: 21-11-327-001 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing on the REQUEST, on **September 3, 2025**, and hereby reports 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 ZONING MAP AMENDMENTS:

1. **The suitability of the subject PROPERTY for uses authorized by the existing zoning.** This standard is met. The existing commercial zoning of the property presents limited opportunities. While many commercial uses are permitted by right in B-1, there are also several potentially appropriate uses that become Special Use when adjacent to a Residential District which limits the potential for commercial uses on this property because it is adjacent to an existing R-3B zoned property. Since no access will be provided directly to Veterans Parkway and the frontage along Lincoln Street allows for only one point of access, the property is also restrictive for more robust commercial uses that generally require flexibility in access and circulation.
2. **The length of time the PROPERTY has remained vacant as zoned considered in the context of land development in the area.** This standard is met. The property has been vacant as a commercial office building for over one year. Other commercially-zoned properties to the north hold office space which has remained partially occupied, and single-family homes that are occupied as residential uses. To the east, a corporate office complex has been decreasing in occupancy for some time, and to the northeast there are additional office and retail spaces with multiple vacancies. The limited number of existing successful commercial uses indicates that this area is not currently attractive to commercial users.
3. **The suitability of the subject PROPERTY for uses authorized by the proposed zoning.** This standard is met. The subject property would be appropriate for most uses permitted in the R-3B District. Public water and sewer are already present, no flood zones or natural resources have been identified, and no extreme topographic shifts exist.

4. **The existing land uses and zoning of nearby property.** This standard is met. The property is generally surrounded by multi-family residential property, with limited office space and single-family residential to the north. The character of the surrounding zoning and uses as lower intensity than those generally found in the B-1 District supports reducing the intensity of this parcel. Downzoning (zoning to a District that only permits lower intensity uses than are permitted in the current District) would improve the cohesiveness of the area and differentiate it from the more intense commercial area on the east side of Veterans Pkwy.
5. **Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.** This standard is met. The relative gain for both the Owner and the community from the Zoning Map Amendment would be positive, as the surrounding properties would have a more consistent expectation of the intensity of uses that could be developed adjacent to the existing residential uses. Potential traffic at the intersection of Veterans and Lincoln is also reduced by downzoning. No negative effects for the public were identified.
6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The existing street network adequately serves the subject property. Vehicle access is provided via an existing curb cut along E. Lincoln Street and would continue to function this way for any updated use.
7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. Any changes to the site that are contemplated in the future would be required to comply with stormwater management according to the City's Manual of Practice. Drainage patterns would not be expected to change significantly since no major topographic changes or drainageways are present.
8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. Adequate services are already available to the property, including a public water main of sufficient size to support a fire suppression system, if required. Any future use will need to ensure that on-site water and sewer items meet current code requirements.
9. **The extent to which property values are diminished by the restrictions of the proposed zoning.** This standard is met. Surrounding property values are unlikely to be diminished by the Zoning Map Amendment, as the downzoning can be expected to reduce the potential intensity of impact to surrounding properties. The applicant acknowledges and is willing to accept any potential reduction in property value related to the subject property itself.

10. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The long-range plan identifies this area as a potential retirement community and assisted living facility, which would be compatible with the adjacent property and use.
11. **Whether the City needs more of the types of uses allowed in the proposed district.** This standard is met. Multiple studies have identified the need for additional housing options in the City. The proposed multiple-family zoning would support this need and permit the further development of such housing.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this COMMISSION recommends that the REQUEST for a Zoning Map Amendment to the R-3B (Multiple-Family Residence) District, for the PROPERTY described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Beyer, Cullen, Lewis, Galpalli, Peradotti, Krieger, Mosley

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

9/9/2025 | 2:16 PM CDT

Date



Consent Agenda Item No. 7.K.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the City Code Updating Chapter 6 (Alcoholic Beverages) to No Longer Require City-Owned Facilities Holding Liquor Licenses to Provide Bonds to the City, as requested by the City Clerk Department.

Recommended Motion: The proposed Ordinance 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: The City Code requires each liquor license holder to obtain and provide a penal bond to the City in the sum of \$2,000. The purpose of a penal bond is to act as a security in the event a license holder doesn't fulfill its obligations to the City. In a standard licensee's situation, if the licensee is not fulfilling its obligations to the City, the City can stake a claim with the bond issuer to force payment of up to \$2,000 and further influence the licensee to become compliant. Under the current Code, when a City-owned facility holds a liquor license, it is also required to post a penal bond to the City (itself). In this situation, the City is acting as both the provider of the bond and the receiver of the bond. This puts the City in a unique position. Its position is not only unique because it acts as both provider and receiver of the bond, but with or without a bond, the City already has full influence and control over the license. In addition, staff time and City funds are used to meet the requirement. While minor in cost (\$50-\$120 per year, per license) and not significant in staff time (likely 30-90min per year, per license), the time and funds could be better utilized. The request to remove this requirement for City-owned facilities holding liquor licenses is made solely in an effort to save time, money, and eliminate unnecessary efforts. It should, too, be addressed that removing the requirement will in no way limit the City's strict responsibility to operate within the same applicable laws as all licensees.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. CLK 2B Ordinance

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING THE CITY CODE UPDATING CHAPTER 6 (ALCOHOLIC BEVERAGES) TO NO LONGER REQUIRE CITY-OWNED FACILITIES HOLDING LIQUOR LICENSES TO PROVIDE BONDS TO THE CITY

WHEREAS, the City of Bloomington, McLean County, Illinois (“City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Code requires all liquor license holders to provide and keep on file a valid bond with the City Clerk including City-owned facilities holding liquor licenses issued by the City; and

WHEREAS, the purpose of said bonds is to act as a security in the event a license holder doesn’t fulfill its obligations to the City; and

WHEREAS, in the instance of the City holding liquor licenses issued by the City, the City already maintains full control and influence over said licenses to ensure obligations are met; and

WHEREAS, in an effort to save staff time, City funds, and eliminate unnecessary efforts, the City Clerk and Legal Departments recommend removing the requirement of City-owned properties holding liquor licenses from having to provide bonds to itself as the City; and

WHEREAS, the City Council finds it in the best interest of the City to adopt the proposed Code changes outlined in the attached Exhibit A.

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

SECTION 1. That Chapter 6 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. 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 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after passage.

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

Chapter 6: Alcoholic Beverages

§ 6-132. [Ch. 6, Sec. 25] Bond and insurance requirements; termination of licenses.

- A. With the exception of City-owned facilities holding liquor licenses, Each person or entity having a liquor license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of \$2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before liquor licenses to which the bond applies are distributed by the City Clerk and shall be conditioned upon the faithful observance by the licensee of all of the provisions of this chapter and of any other provisions of the Bloomington City Code and of the laws of the State of Illinois and of the United States of America applying to the sale and possession of intoxicating liquor.
- B. Each person or entity that has a liquor license shall at all times have and maintain in effect dram shop liability insurance for not less than the maximum liability amount provided by law for each injury to the person (including death) or the property of any person and each such policy shall contain reasonable total maximum limits.
- C. Each liquor licensee is required at all times to have on file with the City Clerk proof from the surety company, the insurance company, or their authorized agents that the required bond and insurance are in effect at all times as required by this section.
- D. The failure of any person or entity to at all times maintain in effect the bond and insurance required by this section shall automatically terminate the license(s) issued pursuant to this chapter to such person or entity. Automatically terminated licenses may be reinstated by the Liquor Commissioner at their discretion upon a showing of evidence by the licensee that the required bond and insurance have been obtained and are in effect. The responsibility to maintain in effect the bond and insurance referred to herein shall be solely that of the licensee(s) and neither the City Clerk, the Liquor Commissioner, nor any other person associated with the Liquor Commission or with the City of Bloomington shall be responsible for notifying the licensee(s) of the expiration date of any bond or insurance policy or have any other responsibility with respect to maintaining in effect at all times such bond and insurance policy or assuring compliance with any aspect of this section or any related provision thereof.
- E. The failure of a licensee to comply with any aspect of this section is a violation of this chapter for which the licensee may be penalized pursuant to the provisions of this chapter.



Consent Agenda Item No. 7.L.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending City Code Chapters 1 (General Provisions), 16 (Department of Finance), and 39 (Taxation) Related to Returned Payments, Applicable Service Fees/Charges, Severability and Privacy Clauses, and the Schedule of Fees, as requested by the Finance 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: As required by City code, local businesses collect and remit various forms of taxes to the City. These taxes are utilized to fund the operations of the City. The City appreciates that it is difficult to run a business and that collecting, filing and paying these taxes detracts from the core responsibilities of running that business. To help alleviate a portion of the burden, the City is working diligently to provide online filing and payment functionality to this process. This has been a service requested by tax filers. A software solution has been identified and staff are working through implementation. In order to finalize that setup, staff are proposing the following amendments to the City Code.

One Percent Filing Discount (Service Fee)

- Currently, the City allows a 1% service fee to be retained by certain businesses, from the taxes they remit. This is to provide compensation for the efforts of collecting and filing taxes.
- This fee has been applied regardless of the timeliness of the filing to the City.
- The online software functionality is going to limit the application of this discount to only returns that are filed by the due date.
- While this is a software restriction, this change will also bring the City process more in line with standards such as those applied by the State of Illinois for sales tax filing.

In addition, the following business tax-related code amendments are being proposed:

Privacy Clause

- Adds language limiting disclosure of tax information to only what is permitted by law.
- Provides additional reassurance to businesses that sensitive financial/taxpayer information will be protected.
- Aligns with best practices and other municipal tax codes.

Severability Clause

- Standard legal provision that ensures the remainder of the code stays in effect if one portion is struck down or invalidated by a court.
- Helps preserve stability and enforceability of the broader code.

Returned Payments Fee Update

- Current fee for returned payments is \$25.
- Proposed amendment introduces an escalating, one-year rolling system for tax payments, to compensate for the costs to process these returns - and deter repeat offenders:
 - 1st violation = \$35
 - 2nd violation = \$75
 - 3rd violation = \$150
 - 4th and subsequent violations = \$300
 - A taxpayer must go 11 months without a violation to return to the “first violation” tier.

Community Groups/Interested Persons Contacted: Staff notified the majority of the businesses impacted by the 1% service fee amendment via email on September 8th. Feedback related to the online functionality that this change will allow was overwhelmingly positive.

Financial Impact: Eliminating the need to manually complete, mail and pay business tax returns will be a significant process improvement for the business community; saving labor, and mailing / postage costs. Eliminating the need to manually input the related tax information into the City's accounting system will be a significant process improvement for staff; saving labor that can then be reallocated to other needed areas.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING CITY CODE CHAPTERS 1 (GENERAL PROVISIONS), 16 (DEPARTMENT OF FINANCE), AND 39 (TAXATION) RELATED TO RETURNED PAYMENTS, APPLICABLE SERVICE FEES/CHARGES, SEVERABILITY AND PRIVACY CLAUSES, AND THE SCHEDULE OF FEES

WHEREAS, the City of Bloomington requires taxes to be collected and remitted on certain business revenues; and

WHEREAS, the City has charged a fee for various returned payments to the City; and

WHEREAS, the City wishes to amend the fees charged for returned tax payments due to the cost associated with processing those returned payments; and

WHEREAS, the City Code has allowed businesses to retain 1% of certain taxes due to the City as a service fee for tax collection and payment services, regardless of when taxes were filed or paid; and

WHEREAS, the City has certain tax filing and payment deadlines; and

WHEREAS, the City wishes to only apply the 1% service fee savings to those filings made timely by the Code-imposed deadlines; and

WHEREAS, the City wishes to add to the Code to protect the interests of both the City and businesses collecting and remitting certain taxes to the City; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said Amendments (Exhibit A).

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 Chapters 1, 16, and 39 of the Municipal Code of the City of Bloomington, Illinois, 1960, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

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

SECTION 4. The City Clerk is hereby 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 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CHAPTER 16 DEPARTMENT OF FINANCE

§ 16-219 [Ch. 16, Sec. 36] Charge for returned checks payments.

The ~~Director of Finance~~ Director shall have the authority to impose a fee as set forth in the Schedule of Fees against any person who presents a ~~check made payable~~ payment to the City of Bloomington to satisfy any obligation due from such person to the City, when such ~~check is not honored by such person's financial institution after having been duly presented for payment.~~ payment is returned unpayable for any reason. The Finance Director may promulgate rules and regulations not inconsistent with the enforcement and application of this subsection. The term "rules and regulations" includes, but is not limited to, a case-by-case determination of whether or not the fee imposed by this subsection applies.

CHAPTER 39 TAXATION

ARTICLE VIII

Tax Upon the Use and Privilege of Renting a Hotel or Motel Room [Adopted by Ord. No. 2002-93; amended by Ord. No. 2014-21; Ord. No. 2017-28; 11-28-2022 by Ord. No. 2022-118]

§ 39-804. [Ch. 39, Sec. 28] Transmittal of tax revenue. [Amended 9-9-2024 by Ord. No. 2024-069]

- A. The owner, operator, or facilitator of each hotel or motel room shall file tax returns showing tax receipts received with respect to each hotel and motel room during each calendar month. The returns shall be due on or before the 25th day of the calendar month succeeding the end of the reporting period I.E., The return for January tax receipts due on or before the 25th day of February.
- B. Any owner, operator, or facilitator filing a tax returns will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and timely remitted to the City.

ARTICLE XII City of Bloomington Use Tax

§ 39-1206. [Ch. 39, Sec. 145] Tax returns; payments; collection fees; deposit of collection.

- A. Except as provided in this section, every retailer required or authorized to collect the tax imposed by this article shall, on or before the last day of each calendar month, file a return for the preceding calendar month with the Department, stating:

- (1) The name and tax identification number of the retailer; ~~His~~their residence address and the address of ~~his~~their principal place of business and the address of the principal place of business (if that is a different address) from which he engages in the business of selling tangible personal property in the City;
 - (2) Total amount of receipts received by ~~him~~their during the preceding calendar month from sales of tangible personal property in the City by ~~him~~them during such preceding calendar month;
 - (3) Total amount received by ~~him~~them during the preceding calendar month on charge and time sales of tangible personal property in the City by ~~him~~them prior to the month for which the return is filed;
 - (4) Deductions allowed by law;
 - (5) Gross receipts which were received by ~~him~~them during the preceding calendar month and upon the basis of which the tax upon purchasers from ~~him~~them is imposed;
 - (6) The amount of tax due;
 - (7) The amount of penalty due, if any; and
 - (8) Such other reasonable information as the Department may require.
- B. Notwithstanding any other provision in this article concerning the time within which a retailer may file ~~his~~their return, in the case of any retailer who ceases to engage in a kind of business which make ~~him~~them responsible for filing returns under this article, such retailer shall file a final return under this article with the Department not more than one month after discontinuing such business.
- C. Where the same person has more than one business registered with the Department under separate registrations under this article, such person may not file each return that is due as a single return covering all such registered businesses, but shall file separate returns for each such registered business.
- D. Refunds to purchasers made by the retailer during the preceding return period shall be allowed as a deduction under Subsection E of this section, in case the retailer had theretofore included the receipts from such sale in a return filed by ~~him~~them and has remitted the tax imposed by this article with respect to such receipts.
- E. Where the retailer is a corporation, the return filed on behalf of such corporation shall be signed by the President, vice President, secretary or treasurer or by the properly accredited agent of such corporation or by the chief executive officer or highest ranking manager.
- F. ~~Except as provided in this subsection and as provided in exceptions elsewhere in this section,~~ the retailer filing the return under this section shall, at the time of filing such return, pay to the Department the amount of tax imposed by this article less a discount of 1.75% which is allowed to reimburse the seller for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, timely remitting the tax and supplying data to the Department on request.
- G. All such deposits shall be credited against the Tax Collector's liabilities under this article.
- H. If the Tax Collector's average monthly liability to the Department under this article was

\$25,000 or more during the preceding four complete calendar quarters, he shall file a return with the Department each month by the end of the month next following the month during which such liability is incurred and shall make payments to the Department on or before the 7th, 15th, 22nd and last day of the month during which such liability is incurred in an amount equal to 1/4 of the Tax Collector's actual liability for the month or an amount set by the Department not to exceed 1/4 of the average monthly liability of the Tax Collector to the Department for the preceding four complete calendar quarters (excluding the month of highest liability and the month of lowest liability in such four quarter period). The amount of such quarter monthly payments shall be credited against the final tax liability on the Tax Collector's return for that month. Once applicable, the requirement of the making of quarter monthly payments to the Department shall continue until such Tax Collector's average monthly liability to the Department during the preceding four complete calendar quarters (excluding the month of highest liability and the month of lowest liability) is less than \$9,000 or until such Tax Collector's average monthly liability to the Department as computed for each calendar quarter of the four preceding complete calendar quarter period is less than \$10,000. If any such quarter monthly payment is not paid at the time or in the amount required by this section, then the 1.75% Tax Collector's discount shall be reduced by 1.75% of the difference between the minimum amount due as a payment and the amount of such quarter monthly payment actually and timely paid, except insofar as the Tax Collector has previously made payments for that month to the Department in excess of the minimum payments previously due as provided in this section. The Department shall make reasonable rules and regulations to govern the quarter monthly payment amount and quarter monthly payment dates for Tax Collectors who file on other than a calendar monthly basis.

- I. Notwithstanding the foregoing provisions of this section, for the first twelve-month period this tax is in effect, the Department may estimate what the amount of liability from any Tax Collector would have been for prior periods if the tax hereunder had been in effect for such periods and direct the frequency of remittance of the tax and filing of returns in accordance with the provisions of this section on the basis of such estimates.
- J. If any such payment or deposit provided for in this section exceed the Tax Collector's present and probable future liabilities under this article, the Department shall issue to the taxpayer no later than 60 days after the date of payment a credit memorandum, which may be submitted by the Tax Collector to the Department in payment of liability subsequently to be remitted by the Tax Collector to the Department or be assigned by the Tax Collector to a similar Tax Collector under this article, in accordance with reasonable rules and regulations to be prescribed by the Department.
- K. Any deposit previously made by a Tax Collector who is required to make quarter monthly payments under this article shall be applied against the Tax Collector's liability to the Department under this article for the month preceding the first month in which the Tax Collector is required to make such quarter monthly payments. If the deposit exceeds that liability, the Department may issue the Tax Collector a credit memorandum for the excess.
- L. The money received by the Department under the provisions of this article shall be deposited in the General Funds of the City as directed by the City Council.
- M. The Department may require the Tax Collector to prepare and file with the Department on a form prescribed by the Department within 15 days after filing the State income tax return for ~~his~~their fiscal year an annual information return for such fiscal year. Such annual return

to the Department shall include a statement of receipts as shown by the retailer's last State income tax return. If the total receipts of the business as reported in the State income tax return do not agree with the receipts" reported to the Department for the same period. The retailer shall attach to ~~his~~their annual return a schedule showing a reconciliation of the two amounts and the reasons for the difference. The retailer's annual return to the Department shall also disclose any additional reasonable information" which the Department deems would be helpful in determining the accuracy of the quarter-monthly, or monthly returns filed by such seller as provided for in this section. The provisions of this section concerning the filing of an annual information return do not apply to a retailer who is not required to file an income tax return with the United States Government.

- N. If the annual information return by this section is not filed with and as required, the Tax Collector shall be liable for a penalty equal to 1/6 of 1% of" the amount due from such Tax Collector under this article during the period to be covered by the annual return for each month or fraction of a month until such return is filed as required, the penalty to be assessed and collected in the same manner as any other penalty provided for this article.
- O. The President, vice President, secretary or treasurer, chief executive officer, proprietor, owner or highest ranking manager shall sign any return required to be filed under this section to certify the accuracy of the information contained therein. Any person who willfully signs any such return containing false or inaccurate information shall be guilty of a violation of this article and punished accordingly. The return forms prescribed by the Department shall include a warning that the person signing such return may be liable for a penalty as provided by this article.
- P. Any person engaged in the business of selling tangible personal property at retail as a concessionaire or other type of seller at art shows, flea markets and similar exhibitions or events may be required to make a daily report of the amount of such sales to the Department and to make a daily payment of the full amount of tax due. The Department shall impose this requirement when it finds that there is a significant risk of loss of revenue to the City at such an exhibition or event. Such a finding shall be based on evidence that a substantial number of concessionaires or other sellers who are not residents of the City will be engaging in the business of selling tangible personal property at retail at the exhibition or event, or other evidence of a significant risk of loss of revenue to the City. The Department shall notify concessionaires and other sellers affected by the imposition of this requirement. In the absence of notification by the Department, the concessionaires and other sellers shall file their returns as otherwise required in this section.
- Q. With respect to motor vehicles and aircraft, every retailer selling this kind of tangible personal property shall file, with the Department, upon a form to be prescribed and supplied by the Department" a separate return for each such item of tangible personal property which the retailer sells, except that where, in the same transaction, a retailer of motor vehicles transfers more than one motor vehicle to another motor vehicle retailer for the purpose of resale, such seller for resale may report the transfer of all the motor vehicles involved in that transaction to the Department on the same uniform invoice transaction reporting return form. Each transaction reporting return in the case of motor vehicles shall be the same document as the Uniform Invoice referred to in Section 5-402 of the Illinois Vehicle Code and must show the name and address of the seller, the name and address of the purchaser, the amount of the selling price, including the amount allowed by the retailer for traded-in property, if any; the amount allowed by the retailer for the traded-in tangible personal

property, if to the extent to which § 39-1201 of this article allows an exemption for the value of traded-in property; the balance payable after deducting such trade-in allowance from the total selling price; the amount of tax due from the retailer with respect to such transaction; the amount of tax collected from the purchaser by the retailer on such transaction (or satisfactory evidence that such tax is not due in that particular instance, if that is claimed to be the fact); the place and date of the sale; a sufficient identification of the property sold; such other information as is required in Section 5-402 of the Illinois Vehicle Code, and such other information as the Department may reasonably require.

- R. Such transaction reporting return in the case of aircraft must show the name and address of the retailer; the name and address of the purchaser; the amount of the selling price including the amount allowed by the retailer for traded-in property, if any; the amount allowed by the retailer for the traded-in tangible, personal property, if any, to the extent to which § 39-1203 of this Ordinance allowed an exemption for the traded-in property; the balance payable after deducting such trade-in allowance from the total selling price; the amount of tax due from the retailer with respect to such transaction (or satisfactory evidence that such tax is not due in that particular instance, if that is claimed to be the fact); the place and date of the sale, a sufficient identification of the property sold, and such other information as the Department may reasonably require.
 - S. Such transaction reporting return shall be filed not later than 30 days after the date of delivery of the item that is being sold, but may be filed by the retailer at any time sooner than that if he chooses to do so. With each such transaction reporting return, the retailer shall remit the proper amount of tax due (or shall submit satisfactory evidence that the sale is not taxable if that is the case), to the Department or its agents, whereupon the Department shall issue) in the purchaser's name, a tax receipt (or a certificate of exemption if the Department is satisfied that the particular sales is tax exempt).
 - T. If the purchaser or user who would otherwise pay tax to the retailer wants the transaction reporting return filed and the payment of tax or proof of exemption made to the Department before the retailer is willing to take these actions and such purchaser or user may certify to the fact of such delay by the retailer, and may (upon the Department being, satisfied of the truth of such certification) transmit the information required by the transaction reporting return and the remittance for tax or proof of exemption directly to the Department and obtain ~~his~~their tax receipt or exemption determination, in which event the transaction reporting return and tax remittance (if a tax payment was required) shall be credited by the Department to the proper retailer's account with the Department, but without the 1.75% discount provided for in this section being allowed When the purchaser or user pays the tax directly to the Department, he shall pay the tax in the same amount and in the same form in which it would be remitted if the tax had been remitted to the Department by the retailer.
 - U. Any retailer filing a return under this section shall also include (for the purpose of paying tax thereon) the total tax, if any, imposed upon ~~him~~them hereunder for the purpose or use of tangible personal property purchased by ~~him~~them at retail from a retailer, but as to which the tax imposed by this chapter was not collected from the retailer filing such return, and such retailer shall remit the amount of such tax to the Department when filing such return.
- [Ord. No. 1990-34]**

ARTICLE XVI
Food and Beverage Tax

§ 39-1608. [Ch. 39, Sec. 332] Compensation for collection services. [Ord. No. 2014-21]

~~As compensation for services rendered in the collection and payment of this tax, retailers filing a tax return may retain an amount of money equal to 1% of the tax due. Any person filing a tax return will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and timely remitted to the City.~~

§ 39-1612. [Ch. 39, Sec. 336] Severability.

If any provision of this article, or the application thereof to any person or circumstances, is held invalid, the remainder of this article and the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE XVII
Package Liquor Tax

§ 39-1714. [Ch. 39, Sec. 363] Severability.

If any provision of this article, or the application thereof to any person or circumstances, is held invalid, the remainder of this article and the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE XVIII
Local Motor Fuel Tax

§ 39-1803. [Ch. 39, Sec. 372] Collection by retail gasoline dealers.

- A. Each retail gasoline dealer in the City shall have the duty to collect the local motor fuel tax from each purchaser of motor fuel at the time the consideration for such purchase is paid and to remit said collection to the City in the time required by § 39-1804A. ~~Any person filing a return may retain 1% of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. Any person filing a tax return will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and timely remitted to the City.~~
- B. Each retail gasoline dealer shall be the trustee for the City in the collection and remittance of such local motor fuel taxes.
- C. If any retail gasoline dealer fails to collect the local motor fuel tax, such retail gasoline dealer shall remain liable for the local motor fuel tax not collected and shall pay the amount of the local motor fuel tax due to the City in accordance with this article.
- D. Each retail gasoline dealer shall have the duty to maintain complete and accurate books, records and accounts showing the gross receipts for the sale of motor fuel and the taxes collected from the purchaser thereof, which shall be available in the City for examination and for audit by the City upon reasonable notice during customary business hours. **[Ord. No. 2017-28]**

§ 39-1805. [Ch. 39, Sec. 374] Revenue to be used for transportation infrastructure projects. [Ord. No. 2014-34] Books and records.

~~The revenue produced by the tax imposed in § 39-1802 shall be used for transportation infrastructure projects.~~

- A. The Finance Director, or their authorized representative, may enter the premises of any establishment covered by this article for inspection and examination of books and records in order to effectuate the proper administration of this article, and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the Finance Director or their authorized deputy or representative in the discharge of their duties in the performance and enforcement of this article. It shall be the duty of every owner, operator, or facilitator to keep at all times accurate and complete books and records to which the Finance Director or his authorized representative shall have full access upon reasonable notice and during customary business hours.
- B. The financial records of any establishment covered by this article submitted pursuant to this article or any rule and regulation promulgated thereunder shall be considered confidential proprietary information and shall not be disclosed except as permitted by law.

§ 39-1806. [Ch. 39, Sec. 375] Rules and regulations. [Ord. No. 2017-28] Revenue to be used for transportation infrastructure projects

~~The Finance Director shall cause the provisions of this article to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict with this article which he/she may deem necessary to administer and enforce the provisions of this article.~~

The revenue produced by the tax imposed in § 39-1802 shall be used for transportation infrastructure projects.

§ 39-1807. [Ch. 39, Sec. 376] Penalty. [Ord. No. 2014-34] Rules and regulations.

~~Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.~~

The Finance Director shall cause the provisions of this article to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict with this article which he/she may deem necessary to administer and enforce the provisions of this article.

§ 39-1808. [Ch. 39, Sec. 377] Penalty. [Ord. No. 2014-34]

Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.

§ 39-1809. [Ch. 39, Sec. 378] Severability.

If any provision of this article, or the application thereof to any person or circumstances, is held invalid, the remainder of this article and the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE XIX

Amusement Tax

§ 39-1904. [Ch. 39, Sec. 404] Transmittal of tax revenue by owner. [Amended by Ord. No. 2017-28; 2-14-2022 by Ord. No. 2022-5]

- A. Each owner that provides amusements must file tax returns showing the gross receipts received during each calendar month period upon forms provided by the City Finance Director. Returns for each calendar month will be due on or before the 25th day of the next calendar month, (e.g. the return for January shall be due on or before the 25th day of February; the return for February shall be due on or before the 25th day of March; etc.). Notwithstanding the foregoing, in the event that the owner of the place which provides amusements is allowed to file Illinois Retailers' Occupation Tax and Illinois Service Occupation Tax returns with the Illinois Department of Revenue at intervals which are greater than monthly, that owner will be allowed to file tax returns relative to the tax imposed by this Article XIX with the City at the same intervals. At the time of the filing of said tax returns, the owner will pay to the City Treasurer all taxes due for the period to which the tax return applies.
- B. If, for any reason, any tax due pursuant to this § 39-1904 is not paid when due, penalties and interest will be imposed in accordance with the provisions of Article XV, § 39-1511, of this Chapter 39.
- C. Any person filing a return may retain 1% of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. Any person filing a tax return will be entitled to withhold from tax collections a service fee equal to 1% of the amounts collected and timely remitted to the City.
- D. For purposes of this article, it shall be presumed that the amount of the amusement tax imposed on each person, unless the taxpayer or tax collector provides otherwise with books, records or other documentary evidence, has been collected from the person by the owner. The ultimate incidence of the streaming tax shall remain on the person and shall never be shifted to the owner.

§ 39-1912. [Ch. 39, Sec. 412] Severability.

If any provision of this article, or the application thereof to any person or circumstances, is held invalid, the remainder of this article and the application of such provisions to other persons or circumstances shall not be affected thereby.

SCHEDULE OF FEES – EFFECTIVE ~~JUNE 23, 2025~~ SEPTEMBER 23, 2025

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to the related Chapter-Section of the City Code is listed with the Fee)

DEPARTMENT OF FINANCE (CHAPTER 16)

A. Fees for Certain Services

1. Charge for Returned Non-Tax Payments Check: \$25.00(16-219)

TAXATION (CHAPTER 39)

A. Fees for Certain Services

1. Charge for Returned Tax Payments: (Articles VIII, XII, XVI, XVII, XVIII, XIX)

For any rolling 12-month period, the following fee structure will apply to an individual taxpayer:

[a] 1st Violation = \$35.00

[b] 2nd Violation = \$75.00

[c] 3rd Violation = \$150.00

[d] 4th and subsequent Violations = \$300.00

Note: Taxpayer would be eligible to return to the “1st Violation” Tier if 11-months have elapsed without a violation.



Consent Agenda Item No. 7.M.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending City Code Chapter 2 (Administration), Article II. (City Council), Section 17 Updating the Order of Business on Council Agendas, as requested by the Mayor Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: The proposed City Code edits, if approved, would apply to Chapter 2 Administration, Article II. City Council, Section 17 and would amend the order of business in which sections appear on Council agendas. The edits would move the "Mayor's Discussion" section after the section for "Council Member's Discussion." Thereafter, allowing the Mayor to provide his updates after the Council's updates.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE II. (CITY COUNCIL), SECTION 17 UPDATING THE ORDER OF BUSINESS ON COUNCIL AGENDAS

WHEREAS, the City of Bloomington, McLean County, Illinois (“City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Code mandates how Council is comprised, the order of business on agendas, etc.; and

WHEREAS, the Mayor wishes to reorder business appearing on Council agendas so that the Mayor’s Discussion appears after Council Member’s Discussion; and

WHEREAS, the City Council approves the proposed Code changes outlined in the attached Exhibit A to reflect such a change.

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

SECTION 1. That Chapter 2 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 2. 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 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after passage.

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

Chapter 2: Administration

ARTICLE II. CITY COUNCIL

§ 2-207. [Ch. 2, Sec. 17] Regular meetings; seating; order of business.

- A. All regular meetings of the Council shall convene promptly at the hour set by § 2-203 of this chapter. On the day of each regular meeting, the Mayor, the members of the Council, the City Manager, the Corporation Counsel, and the City Clerk shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration in the following order:
- (1) Call to order. Whenever possible, the City Clerk or the Chairperson shall announce the call to order both five and two minutes in advance to assure that all attendees are seated and ready to conduct the meeting.
 - (2) Pledge of allegiance.
 - (3) Silent prayer.
 - (4) Roll call of attendance.
 - (5) Appointment recognition. Under this agenda item the Mayor may recognize those persons being appointed to offices and positions in the City of Bloomington, whether such appointments are subject to confirmation or not. During this period after brief introductions, the City Council may ask questions of the appointee.
 - (6) Public comment. Public comment shall be allowed as provided for in § 2-501 of this chapter.
 - (7) Consent agenda.
 - (a) Items shown on the consent agenda are considered routine and, unless removed from the consent agenda as herein provided, will be disposed of in one motion and second to approve the consent agenda. There shall be no discussion after a motion and second to approve the consent agenda. The effect of approval of said motion is to dispose of each matter contained therein according to the recommendation furnished to the Council by the City Manager. The Clerk shall record each Council member's yes or no vote on the roll-call for approval of the consent agenda as his or her vote on each item contained therein.
 - (b) Before a motion and second, the Chairperson shall inquire if any items should be removed from the consent agenda for further discussion and separate vote as part of the regular agenda. Any item shall be removed from the consent agenda at the request of a Council member, City Manager or Corporation Counsel. Items removed from the consent agenda will be placed on the regular agenda and be taken up at that time.
 - (8) Regular agenda. This item includes all other business of the City, except as provided herein.
 - (9) City Manager's reports and discussion. Under this item, the City Manager may bring

to the Council's attention any matter not on the regular or consent agenda which, in his or her opinion, require official Council consideration; it may include announcements and other matters.

(10) ~~Mayor's discussion. Under this item, the Mayor may bring to the Council's attention any matter not on the regular or consent agenda which, in his or her opinion, require official Council consideration; it may include announcements, veto messages, and other matters.~~

(14) Council member discussion. Under this item, a Council member may bring to the Council's attention any matter not on the regular or consent agenda which, in his opinion, require official Council consideration; it may include announcements and other matters.

(11) Mayor's discussion. Under this item, the Mayor may bring to the Council's attention any matter not on the regular or consent agenda which, in his or her opinion, require official Council consideration; it may include announcements, veto messages, and other matters.

(12) Adjournment.



Consent Agenda Item No. 7.N.

For City Council: September 22, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Application from Nitelife Elements, LLC., d/b/a Wild Oak Social, to be located at 612 N. Main St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

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

Background: Nitelife Elements, LLC (Applicant), to be located at 612 N. Main St., is Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

The Applicant appeared before the Liquor Commission on August 12, 2025 (draft minutes attached), where the Commission (by Commissioner Poondru) continued the Item to the next Liquor Commission meeting to allow staff time to review additional documentation provided.

After a Public Hearing on September 9, 2025, the Liquor Commission positively recommended the application to Council contingent on all owners successfully passing background checks. As of Thursday, September 11, 2025, both persons listed under ownership have passed the required background checks. Draft minutes of the hearings are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on August 3, 2025, in *The Pantagraph*. 150 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Wild Oak Social
2. Draft Minutes 09/09/25_Wild Oak Social
3. Draft Minutes 08/12/25_Wild Oak Social

City Clerk Requirement Verification Memo

To: City Council Review

Re: Nitelife Elements, LLC d/b/a Wild Oak Social

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

- Completed Application
- Ownership List
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Information
- Articles of Organization
- B/N Food & Beverage Tax Registration Form
- B/N Amusement Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA is registered with the State of IL/McLean County

Items Due Before License Issuance

- Development Services and Health Dept. Inspections
- Certificate of Liability Insurance
- \$2,000 Bond
- List of BASSET Certified Individuals

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	NiteLife Elements, LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Wild Oak Social
Legal Entity Address (including City, State, and Zip)	[REDACTED]
Legal Entity Phone Number	309-205-0508/309-706-6275
Legal Entity Email Address	nitelifeelements@outlook.com
Establishment Address including Zip	612 N. Main St., Bloomington, IL 61701
Establishment Phone Number	309-205-0508/309-706-6275
Establishment Email Address	nitelifeelements@outlook.com
*Email Address for <u>ALL</u> City Communications:	nitelifeelements@outlook.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Eric Dix	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
Richard Marvel	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED] EMAIL FOR APP PROGRESS		

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

Name (First & Last)	City	State	Zip
Eric Dix	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

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

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

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

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ N/A

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

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

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



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

Nature of License:

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

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	4pm	1am
Tuesday:	4pm	1am
Wednesday:	4pm	1am
Thursday:	4pm	2am 1 am
Friday:	4pm	2am
Saturday:	4pm	2am
Sunday:	4pm	1am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
~~Commercial~~ **MIXED**
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
10am to 11pm
 - 2B. Is the area predominately residential, are they single or multi-family homes?
No
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Main St. runs in front of the building and is a one-way and N. East St. also runs in front of the building and it is a 3-lane, one-way with additional turn lane
4. How much additional traffic is expected to be generated with a liquor license? _____
Moderate
5. Describe any and all on- and off-street parking: _____
30 parking spaces lining the street in front, with additional parking south on Main St.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~6~~ **9**

**Responsibility:**

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Eric Dix

Member

Name (Please Print)

Title

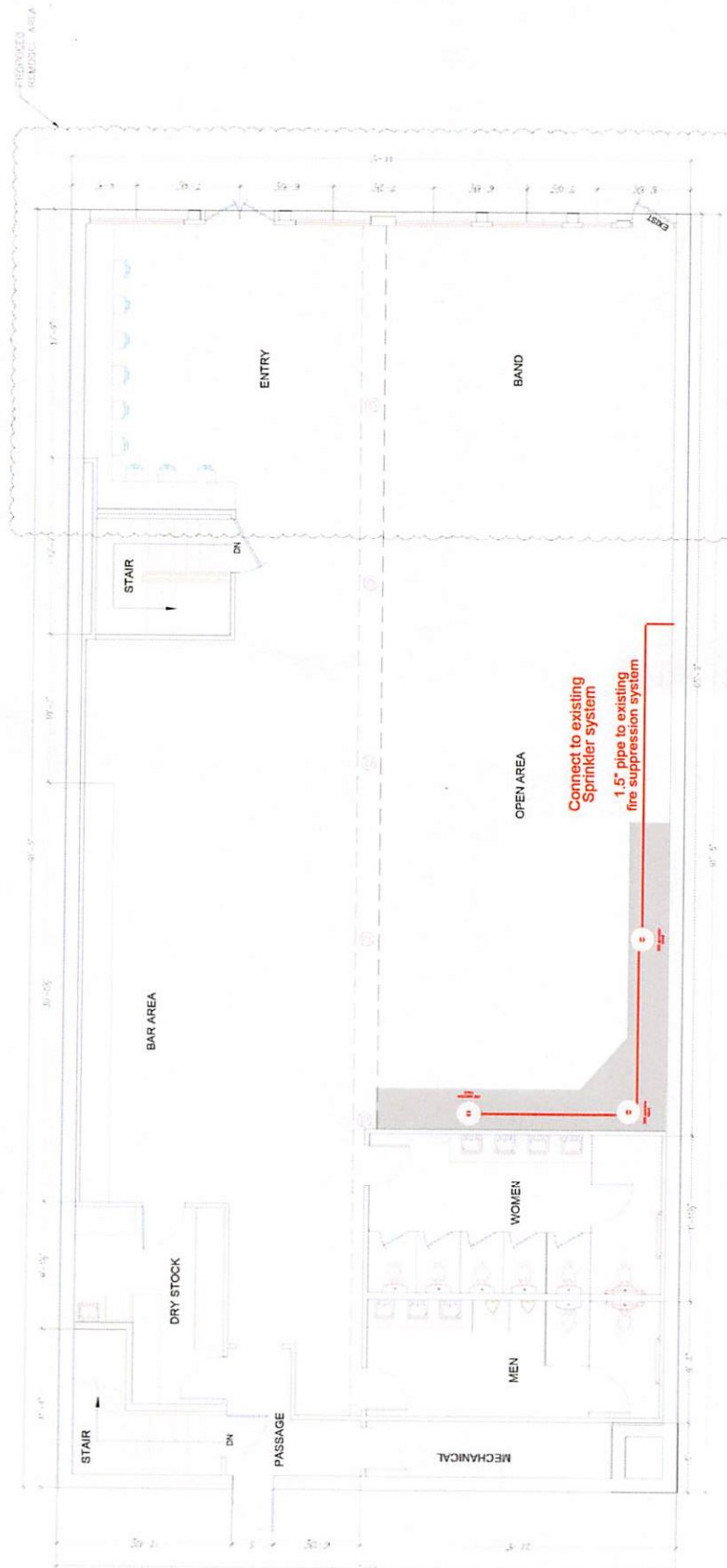
July 1, 2025

Signature

Date



FIRE ALARM SERVICE AND INSTALL
WORK PERFORMED BY FE MORAN
FIRE PROTECTION



EXISTING FIRST FLOOR PLAN
1/8" = 1'-0"
SCALE

OWNER SIGNATURE

REVISION STATUS		DATE	DESCRIPTION	DESIGNED BY
1	1	10/10/2022	DESIGNED FOR APPROVAL	M.M.

CLIENT/CONSULTANT APPROVAL STATUS		APPROVED	APPROVED WITH NOTES	RECEIVED	DECLINED	RECEIVED
(A)	(B)	(C)	(D)	(E)	(F)	(G)

DESIGN DRAWING

ARCHITECTURAL

PROPOSED REMODEL FOR
EUPHORIA NIGHTCLUB

EXISTING FIRST FLOOR PLAN

PROJECT NO.	10222000000	DATE	01 DEC 2022
CLIENT	S.A.	PROJECT	10222000000
DESIGNED BY	M.M.	DATE	10/10/2022

1/8" = 1'-0"



FE MORAN FIRE PROTECTION
3001 RESEARCH RD
SUITE A
CHAMPAIGN, IL 61822
(217) 356-0700

**FIRE ALARM SERVICE AND INSTALL
WORK PERFORMED BY FE MORAN
FIRE PROTECTION**



LEGENDS

EXISTING WALL
2X4 WALL
2X6 WALL

OWNER SIGNATURE

REV	DATE	DESCRIPTION	DESIGNED BY
01	04/13/2023	ISSUED FOR APPROVAL	AM
02			
03			
04			

CLIENT/CONSULTANT APPROVAL STATUS	
APPROVED	(A)
APPROVED WITH NOTES	(N)
RECEIVED	(C)
DISAPPROVED	(D)

DESIGNED BY

DESIGNED BY

DESIGNED BY

DESIGNED BY

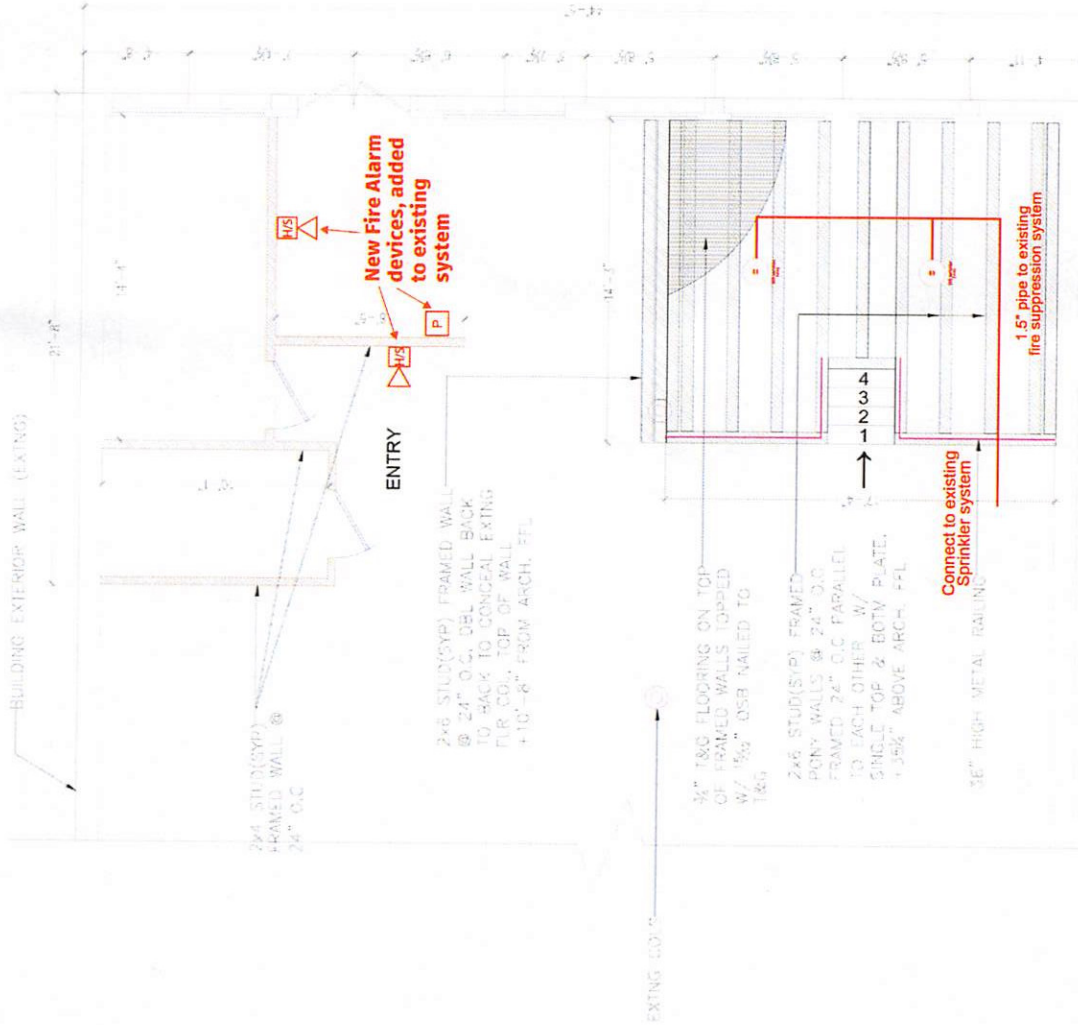
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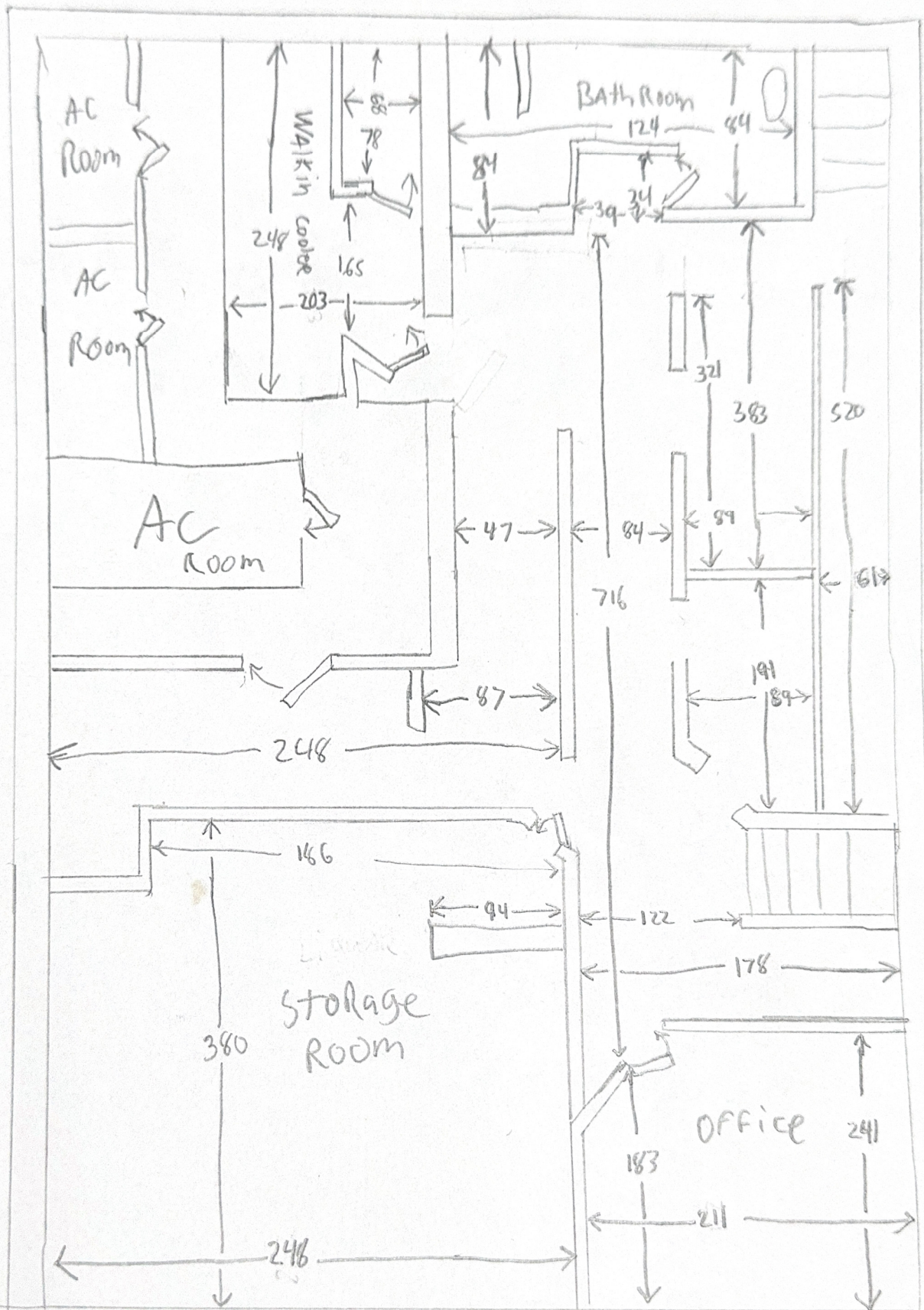
PROPOSED FIRST FLOOR PLAN

PROPOSED FIRST FLOOR PLAN

PROPOSED FIRST FLOOR PLAN



LAYOUT OF REMODELED AREA WITHIN PROPOSED FIRST FLOOR PLAN



The following item was presented:

Item 5. B. Continued Public Hearing and Action on an Application from Nitelife Elements, LLC., d/b/a Wild Oak Social, to be located at 612 N. Main St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:14 p.m.

Richard Marvel, Attorney of Nitelife Elements, LLC (Applicant), after being sworn, addressed the Commission. Mr. Marvel explained that the liquor license application was continued from a previous hearing due to incomplete financial information, which had since been updated. He described the business location's history of several unsuccessful ownerships, and detailed the experience of Eric Dix, the proposed partial owner, who had an extensive background in nightclub management and consulting. He emphasized the owners' commitment to active on-site management and outlined their plans for the new tavern, which included hiring staff and using third-party security, with the goal of running a safe and well-managed establishment. He explained that Mr. Dix worked with Nick Hurley for around 12 years, when the location was called Drifters, and noted that he handled operations and employee management, among other tasks, during that time. He explained that the business hours would be Sunday to Thursday, 4 p.m. to 1 a.m., and Friday and Saturday, 4 p.m. to 2 a.m. He mentioned that the owners worked with the Health and Development Services Departments on inspections. He stated that the business planned to hire 15 to 20 employees and would use a third-party security company to ensure the safety of patrons and proper identification checks. He stressed that the owners would be actively involved in managing the venue on-site, rather than delegating to outside managers, and all staff serving alcohol would be Bassett trained. He expressed confidence in the owners' abilities and noted that based on his experience, they were the most capable group to manage this location safely and effectively in recent years.

Commissioner Meister asked if the numbers of employees mentioned would include the outside security. Mr. Marvel answered yes and mentioned that the security company would be in charge of hiring. Commissioner Meister asked if the security company was based out of Bloomington and if the company had any part in the previous ownership. Mr. Marvel answered yes and explained that there was no commonality of ownership or security between any of the prior three owners up until Mr. Hurley at Drifter's and noted that Mr. Dix was not an owner at that point and only an employee of Nick Hurley.

Mr. Dix and Elizabeth Overholt, owners of Nitelife Elements, LLC., were sworn in by Leslie Yocum, City Clerk.

Commissioner Meister asked what the capacity of the space was. Mr. Dix explained that they had an inspection but were not set up, so the capacity was not determined yet.

Commissioner Meister addressed potential concerns of other downtown bar owners and asked if there would be bottle service or any other business practices that should be considered. Mr. Dix answered that there would be no bottle service.

Chris McAllister, Building Official, noted that in reference to the occupancy, it would be determined once the layout was confirmed and confirmed that it was a work in progress. Assistant Corporation Counsel George Boyle asked if there was a range of occupancy that

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, SEPTEMBER 9, 2025, 4:00 PM

Page 2 of 4

could be provided. Mr. McAllister stated that the estimate would be less than 300.

Mr. Boyle asked if any type of entertainment would be provided and if so, what kind. Mr. Dix noted that they would look at DJs, live bands, karaoke, and other similar types of entertainment.

Mr. Boyle asked if there would be cameras set up in the establishment. Mr. Dix answered yes.

Mr. Boyle asked Ms. Overholt if she had any experience in the alcohol or bar business. Ms. Overholt answered no and noted that she had worked in operations.

Asst. Police Chief Paul Williams asked about the type of security cameras the new owners planned to install and referenced past problems where previous owners removed cameras and were reluctant to share footage with the police. He noted that the concern was whether the new cameras would be compatible with police systems. Mr. Marvel acknowledged concerns about previous difficulties with security cameras and explained that the new owners intended to work closely with the police to ensure the new camera system would be compatible and accessible.

Asst. Chief Williams asked if the back door of the premises would be used for exits and entry or if they planned to use it as an emergency entrance. Mr. Dix stated that it would be used for emergencies only.

Asst. Chief Williams asked if cameras would be installed at the front of the building to monitor lines and prevent altercations outside. Mr. Dix confirmed they would have cameras there.

Asst. Chief Williams asked about how the security staff would be vetted and whether the business would screen them directly or rely on the third-party security company to handle all hiring and training responsibilities. Mr. Dix explained that the company had their own licensing and training that would be done. Asst. Chief Williams asked what the specific roles of the security staff would be. Mr. Dix explained that their approach to security was based on respect and communication and that they aimed to de-escalate situations rather than create conflict.

He noted that security staff were encouraged to talk with patrons, clearly explain the rules, and resolve issues calmly, rather than resorting to force or simply removing people from the premises. Asst. Police Chief Williams asked how many security people would be hired. Mr. Dix stated that currently, there were about four security staff and they planned to hire and train additional team members to assist them. He explained that he intended to train the new staff personally to ensure they followed his approach to handling situations, while they also worked alongside the methods used by the third-party security company.

Asst. Police Chief Williams asked when they planned to open. Mr. Marvel stated that they hoped to be considered for approval by the City Council in the second meeting of September. He explained that they hope to be open in time for upcoming college events, despite ongoing construction. He emphasized their willingness to collaborate with the police department on security procedures and that they would work closely with law enforcement to address any concerns efficiently. Asst. Chief Williams asked the applicants to be in contact with him so they could ensure they provided any updated emergency contact information.

Mr. Boyle asked if camera equipment had been purchased already. Mr. Dix noted that they had some cameras, but they were discussing the purchase of more.

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, SEPTEMBER 9, 2025, 4:00 PM

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Mr. Boyle asked for the name of the security company. Mr. Dix noted that the company was Brett Sams (*City staff later determined that Mr. Sams runs a company called Sentinel Protective Services*).

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

Commissioner Brady closed the Public Hearing at 4:35 p.m.

Commissioner Meister made a motion, seconded by Commissioner Brady, to positively recommend the Item to Council contingent on all owners successfully passing background checks.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister

Motion carried.

Bloomington, with backgrounds in construction, talent management, and bar management. He stated that Mr. Taylor did not plan to reopen if closed, so the transfer would help prevent a vacant storefront in a key redevelopment area. He mentioned that the new owners had completed their required Bassett certification, and only the building safety and health inspection reports remained outstanding, with minor electrical issues to be addressed. He noted that Joe Whitaker, an experienced manager who had worked at Maguires in town, had been hired to run the establishment.

Commissioner Poondru asked if the owners were present at the meeting. Mr. Armstrong stated that two of the three were in attendance.

Asst. Corporation Counsel George Boyle asked if the manager was in attendance. Mr. Armstrong answered no because he was just recently hired but noted that the manager was a McLean County Resident.

Commissioner Poondru asked for details of the manager's experience. Mr. Armstrong stated that Mr. Whitaker worked at Maguires for about 20 years. He also explained that Mr. Sheets, one of the proposed owners, was a former manager at Flinger's Pizza Pub as well.

Commissioner Poondru asked if any business operations would change if approved, including event management or live music. Mr. Armstrong answered no but noted that the new ownership would likely rebrand the establishment.

Mr. Boyle asked if one of the proposed owners could provide details on what potential changes would be.

Bill Montes de Oca, Proposed Owner, after being sworn, addressed the Commission.

Mr. Boyle asked Mr. Montes de Oca to provide details about any potential changes. Mr. Montes de Oca explained that they planned to keep everything the same as it had been.

Mr. Boyle asked Chris McAllister, Building Official, if he was aware of the occupancy for the establishment. Mr. McAllister explained that another inspection would be done to verify.

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

Asst. Police Chief Paul Williams asked that the applicants provide an updated list of contact information, including cell phone numbers, for the new owners of the business to ensure that, in the event of an emergency or serious incident, they could reach the appropriate people. Mr. Armstrong indicated that they would send the information.

Commissioner Meister closed the Public Hearing at 4:17 p.m.

Commissioner Poondru positively recommended the Item to Council as presented, contingent on all owners successfully passing background checks.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Nitelife Elements, LLC., d/b/a Wild Oak Social, to be located at 612 N. Main St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Poondru asked Asst. Corporation Counsel George Boyle to provide an update on the proposed item. Mr. Boyle explained that Staff is recommending the item be continued to the September 9, 2025, Liquor Commission Meeting to allow additional time to review financial documents that were submitted recently and unable to be routed through staff review. Rich Marvel, the Applicant's Attorney, had no objection to the continuation.

MINUTES

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Commissioner Poondru continued the Item to the September 9, 2025, Liquor Commission meeting.

The following item was presented:

Item 5. C. Continued Public Hearing and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Redefinition of Premises for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) Liquor License.

Commissioner Poondru asked Asst. Corporation Counsel George Boyle to provide an update on the proposed item.

Mr. Boyle explained that the agenda item was withdrawn by the applicant because the additional information and agreements that were needed were not completed in time.

The following item was presented:

Item 5.D. Continued Appearance on a Citation Issued to TVEO Corporation, d/b/a Eric's Too, Located at 921 Maple Hill Rd., for Violating Chapter 6, Section 26(a) of the Bloomington City Code Relating to Selling Alcohol to a Minor.

Asst. Corporation Counsel Boyle explained that the matter had been settled and noted that the establishment paid a \$2,000 fine and served a six-day weekend suspension on July 18th, 19th, 25th, and 26th, and on August 1st and 2nd. He stated that the penalties had been fulfilled, and the matter was closed.

New Business

No New Business was discussed.

Adjournment

Commissioner Poondru adjourned the meeting at 4:22 p.m.

CITY OF BLOOMINGTON

Sreenivas Poondru, Commissioner

Leslie Smith-Yocum, City Clerk



Regular Agenda Item No. 8.A.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 39 Pertaining to the Implementation of a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the City of Bloomington, Illinois, as requested by the Legal Department.

Recommended Motion: The proposed Ordinance 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: In 2024, the Illinois General Assembly passed House Bill 3144, signed into law as Public Act 103-0781. This legislation repeals the State's 1% sales tax on groceries beginning January 1, 2026. Recognizing that this repeal could significantly reduce local revenues, the Act authorizes municipalities to adopt their own 1% Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax to take effect the same day. To maintain continuity of funding, municipalities must adopt an ordinance by October 1, 2025, and submit it to the Illinois Department of Revenue.

For Bloomington, the stakes are high. Without continuation of the 1% grocery tax, the City faces an ongoing structural deficit that would likely require additional cuts on top of those already implemented. It also prevents the Council from addressing any of the City's major capital needs.

Staff understands the burden that taxes place on residents and does not make the recommendation to maintain this revenue source lightly. However, it is important to note that this tax is also paid by shoppers from outside the City, meaning the responsibility for sustaining services and funding critical projects is shared more broadly and not carried solely by Bloomington residents. Without this shared contribution and maintaining the tax, we face deeper service reductions and the inability to invest in the projects that protect and improve quality of life in our community.

If the grocery tax is continued, staff projects it will help eliminate the structural deficit and give the Council the capacity to invest in critical capital projects. This includes long-delayed priorities such as relocating the Public Works campus, which then allows construction of the

East Street Basin. That project is essential for reducing flooding in one of the City's core neighborhoods. Retaining the tax also provides flexibility to meet future needs in public safety, facilities, and infrastructure.

Although the grocery tax is technically regressive, a 1% rate is considered modest for this type of tax. In addition, purchases made with SNAP and WIC benefits remain exempt, ensuring that those with the greatest need are not directly affected. Staff submits that the modest cost is also far outweighed by the benefits of stable revenue that sustains essential services and funds neighborhood improvements that strengthen the entire community.

More than 600 communities across Illinois, including the Town of Normal, have already taken action to keep the tax in place. Preserving the modest 1% grocery tax helps ensure that both residents and visitors contribute to sustaining the services and infrastructure our community relies on every day. By maintaining this revenue, the City can help close its structural deficit, protect essential services from deeper cuts, and put the Council in a position to move forward with carefully planned investments in projects like the East Street Basin. This approach balances fiscal responsibility with the need to invest in Bloomington's future.

The proposed ordinance updates City Code Chapter 39 by creating Article XX to implement a Municipal Grocery Retailers' and Occupation Tax and a Municipal Grocery Service Occupation Tax.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The City receives approximately \$3,000,000 annually in grocery tax revenue. These revenues are recorded in the City's General Fund in the Non-Departmental-State Sales Tax account (10010010-50010). Loss of these revenues may affect the funding of key operations. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 39
PERTAINING TO THE IMPLEMENTATION OF A MUNICIPAL GROCERY RETAILERS'
OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR
THE CITY OF BLOOMINGTON, ILLINOIS**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality pursuant to the Constitution of the State of Illinois of 1970, as amended and as such has the authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue; and

WHEREAS, the City Council finds that it is appropriate, necessary, and in the best interests of the City and its residents, that the City levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) and to levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

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

SECTION 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3. Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2 above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4. Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5. Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before or October 1, 2025.

SECTION 6. Effective Date. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

SECTION 7. Chapter 39 of the Bloomington City Code, 1960, as amended, is hereby further amended by adding a new Article XX, entitled '*Municipal Grocery Retailers' and Service Occupation Taxes*,' to read as set forth on Exhibit A.

SECTION 8. Repeal of Conflicting Provisions. All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 9. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 10. Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

SECTION 11. Publication. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form.

SECTION 12. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CHAPTER 39 – TAXATION

ARTICLE XX – MUNICIPAL GROCERY RETAILERS' AND SERVICE OCCUPATION TAXES

Sec. 39-2001 – Imposition of Tax.

A Municipal Grocery Retailers' Occupation Tax is imposed upon all persons engaged in the business of selling groceries at retail in the City of Bloomington at the rate of one percent (1%) of the gross receipts from such sales, as authorized by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Sec. 39-2002 – Municipal Grocery Service Occupation Tax.

A Municipal Grocery Service Occupation Tax is imposed upon all persons engaged in the City of Bloomington in the business of making sales of service, who, as an incident to such sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be one percent (1%) of the gross receipts, as authorized by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Sec. 39-2003 – Administration.

The Municipal Grocery Retailers' Occupation Tax and the Municipal Grocery Service Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue in accordance with Section 8-11-24 of the Illinois Municipal Code.

Sec. 39-2004 – Effective Date.

The Municipal Grocery Retailers' Occupation Tax and the Municipal Grocery Service Occupation Tax imposed by this Article shall be effective beginning January 1, 2026, and shall remain in effect until repealed by the City Council.



Regular Agenda Item No. 8.B.

For City Council: September 22, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending Section 7-307 to Expand the Number of Video Gaming Licenses Available to Establishments in Bloomington , as requested by the Legal Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Background: The City Code currently limits the total number of video gaming licenses available to establishments located in the City to a total of sixty (60) establishments. There are currently twelve (12) additional establishments on the Video Gaming Waitlist seeking to obtain a City Video Gaming license. Expanding the City's cap on video gaming licenses by 15 additional licenses to a total of seventy-five (75) establishments will accommodate all businesses currently on the Waitlist and allow for a few additional licenses. These establishments will still be required to meet all eligibility requirements and will be required to operate in compliance with all other City regulations.

Expanding the license limit will support local economic development by increasing tax revenue, potentially creating additional jobs, and helping additional local businesses remain competitive. It will also promote fairness by providing equal opportunity to those who have followed proper licensing processes.

The City's regulatory framework is well-equipped to maintain oversight of a modest increase in licensees, and there is no evidence suggesting that this expansion will negatively impact public safety or neighborhood character. Overall, the proposed increase will strengthen the local economy, support local business vitality, and uphold the integrity of the City's licensing process.

Community Groups/Interested Persons Contacted: The Video Gaming Waitlist is available on the City's website under the City Clerk's licensing page.

Financial Impact: Video Gaming Tax is recorded in the Non-Departmental-Video Gaming Tax Account (10010010-50070). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - _____

AN ORDINANCE AMENDING SECTION 7-307 TO EXPAND THE NUMBER OF VIDEO GAMING LICENSES AVAILABLE TO ESTABLISHMENTS LOCATED IN BLOOMINGTON

WHEREAS, the City of Bloomington, McLean County, Illinois ("City") is an Illinois home-rule municipality; and

WHEREAS, the City Code currently provides for and limits the total number of video gaming licenses available to establishments located in the City to a total of sixty (60) establishments; and

WHEREAS, there are currently twelve (12) additional establishments on the Video Gaming Waitlist looking to obtain a City Video Gaming license; and

WHEREAS, staff recommend that, based on feedback from the community and to further support the local businesses currently on the waiting list, the City Code be updated to expand the number of Video Gaming licenses available to establishments located in the City to seventy-five (75); and

WHEREAS, the City Council finds it in the best interest of the City to adopt the proposed Code changes outlined in the attached Exhibit A.

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

SECTION 1. That Chapter 7 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 2. Except as expressly modified herein, all other provisions of the Code shall remain in full force and effect.

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

SECTION 4. This Ordinance shall take effect immediately after passage.

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

PASSED this 22nd day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

§ 7-307. [Ch. 7, Sec. 126] Limitation on number of video gaming licenses in City; license waitlist. [Amended 12-14-2020 by Ord. No. 2020-85]

- A. There shall be no more than ~~60~~ seventy-five (75) establishments licensed to operate video gaming terminals in the City at any given time. Contracted establishment licenses shall run separate from/parallel to the number of licenses contained herein and are not subject to the provisions of this section. [Amended 10-25-2021 by Ord. No. 2021-82]



Regular Agenda Item No. 8.C.

For City Council: September 22, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Authorizing the City Manager to Enter Into and Execute Short-Term Sales Tax Sharing Agreements with Downtown Businesses Impacted During Phase 1 of the Downtown Streetscape Project, as requested by the Administration 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

Objective 2b. Quality water for the long term

Objective 2c. Functional, well maintained sewer collection system

Goal 3. Grow the Local Economy

Objective 3a. Retention and growth of current local businesses

Goal 6. Prosperous Downtown Bloomington

Objective 6c. Downtown becoming a community and regional destination

Background: The first phase of the Downtown For Everyone Streetscape Project commenced in August 2025 and is scheduled for completion in Spring 2027. While the project will yield significant long-term benefits, construction activities will create disruption for businesses located adjacent to active work zones. In response, staff recommends a temporary sales tax sharing program to mitigate the financial impacts on eligible businesses. This program will provide a rebate of 50% of the City's share of sales tax revenue to eligible businesses generated during the construction period.

The following framework is recommended:

Eligibility:

- Business must be within the defined project area
- Must collect/remit City sales tax
- No outstanding debts to the City (utilities, fees, etc.)
- Food and beverage or other special taxes are excluded

Rebate Details:

- 50% of the City's share of sales tax during the impacted construction period
- Limited to the duration that the frontage of the business is directly impacted by construction

(maximum of 12 months)

- Businesses already covered by tax-sharing agreements for rehabilitation or redevelopment projects will continue receiving their current benefit, plus an additional 25%.
- Ideally processed monthly, aligned with state reporting timelines and subject to business submission requirements

Community Groups/Interested Persons Contacted: Staff has talked regularly with Downtown businesses about attempting to mitigate the impacts of the work and council members have been approached about the possibility of a rebate program.

Financial Impact: Staff reviewed sales tax receipts for affected businesses based on 2024 calendar year data to estimate the potential cost of the program. Each phase of construction is anticipated to last approximately six months, meaning that only partial-year impacts would be realized. The estimated rebates (50% of City's share) are shown below:

Fiscal Year	50% Estimate
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Current	\$28,521
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Fiscal Year	
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FY 2027	\$48,354
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FY 2028	\$40,565
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These costs are relatively modest and can be absorbed for the next two fiscal years. The goodwill generated with Downtown businesses is expected to far outweigh the financial costs in staff's opinion.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE
SHORT-TERM SALES TAX SHARING AGREEMENTS WITH DOWNTOWN BUSINESSES
IMPACTED DURING PHAST 1 OF THE DOWNTOWN STREETScape PROJECT**

WHEREAS, the City of Bloomington (“City”) has embarked on the first phase of its Downtown Streetscape Project, which commenced in August 2025 and is expected to be completed in Spring 2027, with the goal of revitalizing Downtown Bloomington into a regional destination that builds on the City’s historic character; and

WHEREAS, the City Council recognizes that construction activities associated with this project will cause temporary disruption to Downtown businesses, particularly those immediately adjacent to the ongoing phases of construction; and

WHEREAS, the City Council further recognizes that preserving goodwill with Downtown business owners and ensuring their continued viability during construction is essential to the long-term success of the project and the economic health of Downtown Bloomington; and

WHEREAS, the City has reviewed sales tax data for impacted businesses and estimates that the cost of a sales tax sharing program will be manageable within the Development Services Department’s budget under the incentives category for the next two fiscal years; and

WHEREAS, the City Council finds it in the public interest to authorize the City Manager to enter into temporary sales tax sharing agreements to mitigate the economic impacts of construction on eligible Downtown businesses.

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

SECTION 1. The above-stated recitals are incorporated herein by reference as findings of the City Council.

SECTION 2 The City Manager is hereby authorized to negotiate and execute agreements with eligible businesses located within the defined Downtown Streetscape Project area that are directly adjacent to active construction, for the purpose of providing temporary sales tax sharing assistance.

SECTION 3. The business must be within the defined Downtown Streetscape project area as defined in the project scope for Resolution No. 2025 - 132 approved on July 14, 2025, by the Bloomington City Council and shown in Exhibit A, attached hereto, and directly adjacent to active construction and meet the following criteria:

- The business must collect and remit City sales tax.
- The business must have no outstanding debts to the City, including utilities, fees, or other obligations.
- Food and beverage taxes or other special tax categories are excluded from this program.

SECTION 4. Eligible businesses shall receive a rebate of 50% of the Municipal Sales tax collected by the State of Illinois and remitted to the City of Bloomington and the City's Home Rule sales tax share generated during the impacted construction period. Rebates shall be limited to the duration of direct construction impact on the business frontage, not to exceed 12 months. Businesses already covered by tax-sharing agreements for rehabilitation or redevelopment projects remain eligible. They will continue receiving their current benefit, plus an additional 25% of the aforementioned City's share of sales tax during the eligibility period. Rebates shall be processed on a monthly basis whenever possible, or on a quarterly basis if the establishment is required to file less frequently, and shall be based on the establishment's filed ST-1 Sales and Use Tax and E911 Surcharge Return.

SECTION 5. The City Manager is further authorized to take all necessary administrative actions to implement these agreements, including execution of contracts, verification of eligibility, coordination with state reporting, and disbursement of funds.

SECTION 6. This Resolution shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED this 22nd day of September, 2025.

APPROVED this ____ day of September, 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutman, Deputy City Clerk

EXHIBIT A

Streetscape Project Scope

