



**City of Bloomington
City Council
Regular Session Meeting
November 10, 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 - Michael Straza
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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



**City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, November 10, 2025 - 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. 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 October 13, 2025, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,597,430.84, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - C. Consideration and Action on a Resolution Approving a Purchase Order with Dell, Inc., for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in an Amount of \$305,040.15, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.)
 - D. Consideration and Action on a Resolution Approving a Change Order Increase, for the 2025 Police Department Promotional Process from Stanard & Associates, Inc., in an Amount of \$17,960.28, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)

- E. **Consideration and Action on a Resolution Approving an Agreement with Spheros Environmental Group Parent, Inc., for Algaecide Treatment of Lake Bloomington, in the Amount of \$112,572, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Approving an Agreement with Maurer-Stutz, Inc. and Authorizing Waiving the Technical Bidding Requirements to Provide a Full Implementation and Coordination of the Water Valve Field Inventory, in an Amount Not to Exceed \$180,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on (1) a Resolution Approving an Agreement with TK Elevator, for the Modernization of Two Elevators in the Police Department, in an Amount of \$439,478; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Capital Improvement Fund, to Utilize Reserves, in an Amount of \$139,478, as requested by the Police Department.** (Recommended Motion: The proposed Resolution and Ordinance be approved.)
- H. **Consideration and Action on a Resolution Approving an Agreement with Dewberry Engineers, Inc., for the Architectural and Engineering Services for the Fire Station #1 HVAC Replacement, in an Amount of \$60,300, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving a Liability Settlement Agreement with Claimant Jaylin Bones, for Injuries Claimed to be Caused by the Actions of the Bloomington Police Department, in an Amount of \$50,000, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on an Ordinance Approving Two Easement Agreements for the Crossing Over the Evergreen Lake Transmission Main Along Mclean County Highway 8 (aka E. 2500 North Rd.) with a Solar Development's Entrance, as requested by the Water Department.** (Recommended Motion: Approval of ordinance as presented.)
- K. **Consideration and Action on an Ordinance Approving a Special Use Permit for an Accessory Dwelling Unit for the Property Commonly Known as 501 E. Olive Street (PIN: 21-04-457-001), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- L. **Consideration and Action on an Ordinance Approving a Special Use Permit for a Mini Warehouse with Waivers of Use Provisions for the Property Commonly Known as 1402 E. Empire Street (PIN: 14-35-354-012), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- M. **Consideration and Action on an Ordinance Approving a Special Use Permit for a Sports and Fitness Establishment for the Property Commonly Known as 1201 N. Hershey Rd. (PIN: 14-36-300-002), as requested by the Development**

Services Department. (Recommended Motion: The proposed Ordinance be approved.)

- N. **Consideration and Action on an Ordinance Approving the Final Plat of the Diamond Subdivision for Addresses Commonly Known as 1 and 2 Ash Street (PINS: 21-10-305-001 & 21-10-305-005), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- O. **Consideration and Action on an Application from the City of Bloomington d/b/a Bloomington Center for the Performing Arts, located at 600 N. East St., Requesting Approval of a Change in Classification from a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- P. **Consideration and Action on an Application from Spinnegan's, LLC, to be located at 1101 Airport Rd., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- Q. **Consideration and Action on an Application from Golden Ticket Cinemas, Inc., located at 415 Detroit Dr., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- R. **Consideration and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

8. Regular Agenda

- A. **Presentation of the FY 2025 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow, LLP, as requested by the Finance Department.** (Recommended Motion: None; Presentation Only.)
(Presentation by Scott Rathbun, Finance Director; and Michael Mallat, CPA, Principal, Baker Tilly; 10 minutes; and City Council Discussion, 5 minutes.)
- B. **Water Update and Consideration and Action on (1) a Resolution Authorizing an Agreement with P.J. Hoerr, Inc., for the Water Treatment Plant Improvements for the PAC Feed System & Storage Buildings Construction (Bid #2026-15), in an Amount of \$2,273,000; (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$1,666,500; (3) a Resolution Approving an Agreement with Donohue & Associates, Inc., to Provide Construction-Related Services for the Water Treatment Plant (WTP) Powder Activated Carbon Silo and Storage Facilities, in an Amount Not to Exceed \$282,890; and (4) an Ordinance Amending the Budget Ordinance for**

the Fiscal Year ending April 30, 2026, in the Amount of \$282,890, as requested by the Water Department. (Recommended Motion: The proposed Resolutions and Ordinances be approved.) (Presentation by Ed Andrews, Water Director, 10 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

13. 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 or mhurt@cityblm.org.

Appointments

Connect Transit Board:

- **Tyler Cravens**

Cultural Commission:

- **Ricardo Alvarado**

Appointments

Planning Commission:
▪ **John Prior, Jr.**



Consent Agenda Item No. 7.A.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the October 13, 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 10-13-2025 City Council_Regular Session_Minutes



**Minutes
City Council - Regular Session Meeting
Monday, October 13, 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: Council Member Jenna Kearns
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, Remote 6:02 PM

Absent: Council Member Micheal Mosley

Council Member Straza made a motion, seconded by Council Member Ward, to allow Council Member Scott to attend the meeting remotely due to a family emergency.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Council Member Scott joined the meeting at 6:02 PM.

Recognition/Appointments

The following Item was presented:

Item 5.A. Presentation of Bloomington Police Officer Commission Certificates to Officers Tucker Hoe, Jacob Dean, and Tony Berkhausen Upon Completion of Their Probationary Period, as requested by the Police Department.

Police Chief Jamal Simington introduced Officers Tucker Hoe, Jacob Dean, and Tony Berkhausen. He then presented each with their Police Officer Commission Certificates.

The following Item was presented:

Item 5.B. Proclamation Recognizing October 24th as World Polio Day, as requested by the Administration Department.

Lindsey Meister, Sunrise Rotary President, accepted the Proclamation. She shared about the organization and its impact on the community.

Public Comment

Mayor Brady read a public comment statement of procedure. Michael Hintz emailed public

comment. Douglas Manley spoke in-person.

Consent Agenda

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

Item 7.A. Consideration and Action to Approve the Minutes of the September 8, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$15,501,480.26, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on a Resolution Approving the Purchase of One New 2025 Ford F750 Truck with a Service Body, from Morrow Brothers Ford, in an Amount of \$164,178, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 170

A RESOLUTION APPROVING THE PURCHASE OF ONE NEW 2025 FORD F750 TRUCK WITH A SERVICE BODY, FROM MORROW BROTHERS FORD, IN AN AMOUNT OF \$164,178

Item 7.D. Consideration and Action on a Resolution Approving an Agreement with Farnsworth Group, Inc., for Engineering Services for Construction Phase Services for Water Mains Along the US-51 Project that the State of Illinois Department of Transportation (IDOT) will be Reconstructing in the Fall of 2025, in an Amount Not to Exceed \$940,700, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 171

A RESOLUTION APPROVING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR ENGINEERING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR WATER MAINS ALONG THE US-51 PROJECT THAT THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) WILL BE RECONSTRUCTING IN THE FALL OF 2025, IN AN AMOUNT NOT TO EXCEED \$940,700

Item 7.E. Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc., for the Construction of the Watermain Along the Illinois Department of Transportation US 51 Rehabilitation and Watermain Replacement Project (BID #2025- 09), in an Amount Not to Exceed \$15,565,550, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 172

A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE CONSTRUCTION OF THE WATERMAIN ALONG THE ILLINOIS DEPARTMENT OF TRANSPORTATION US 51 REHABILITATION AND WATERMAIN REPLACEMENT PROJECT (BID #2025- 09), IN AN AMOUNT NOT TO EXCEED \$15,565,550

Item 7.F. Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9

Improvements, in an Estimated Amount of \$479,550; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 Improvements, in the Amount of \$599,438, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)

RESOLUTION NO. 2025 - 173

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), FOR ILLINOIS ROUTE 9 IMPROVEMENTS, IN AN ESTIMATED AMOUNT OF \$479,550

RESOLUTION NO. 2025 - 174

A STATE MOTOR FUEL TAX (MFT) FUNDING RESOLUTION FOR ILLINOIS ROUTE 9 IMPROVEMENTS, IN THE AMOUNT OF \$599,438

Item 7.G. Consideration and Action on a Resolution Approving the John M. Scott Health Care Trust Fiscal Year 2025 Annual Trust Report, as requested by the Community Impact & Enhancement Department. (Recommended Motion: The proposed Annual Trust Report be approved.)

RESOLUTION NO. 2025 - 175

A RESOLUTION APPROVING THE JOHN M. SCOTT HEALTH CARE TRUST FISCAL YEAR 2025 ANNUAL TRUST REPORT

Item 7.H. Consideration and Action on (1) an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington, McLean County, Illinois, and Susan T. Temple and Mike Temple for the Repair and Improvement of the Property Commonly Known as 316-318 W. Washington Street and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, in the Amount of \$54,873 for the Downtown TIF Fund, to Utilize Reserves, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 - 075

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, AND SUSAN T. TEMPLE AND MIKE TEMPLE FOR THE REPAIR AND IMPROVEMENT OF THE PROPERTY COMMONLY KNOWN AS 316-318 W. WASHINGTON STREET (PIN: 24-04-336-001)

ORDINANCE NO. 2025 - 076

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF \$54,873 FOR THE DOWNTOWN TIF FUND, TO UTILIZE RESERVES

Item 7.I. Consideration and Action on an Ordinance Declaring an Emergency Related to Homelessness within the Community and Authorizing the City Manager to Issue Executive Orders to Increase Indoor Shelter Capacity, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 - 077

AN ORDINANCE DECLARING AN EMERGENCY RELATED TO HOMELESSNESS WITHIN THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ISSUE EXECUTIVE

ORDERS TO INCREASE INDOOR SHELTER CAPACITY

Item 7.J. Consideration and Action on an Application by Kobe Ramen Pho & Poke, LLC, located at 1505 N. Veteran's Parkway, Suites A & B, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 39 to Dedicate Revenue from the Municipal Grocery Tax to Infrastructure Projects, as requested by the Mayor Department.

Mayor Brady introduced the Item, which proposed amending the City Code to dedicate municipal grocery tax revenue specifically to infrastructure projects. He explained that the measure was intended to provide a stable and recurring funding source, approximately \$3 million, to support the City's most pressing infrastructure (roads, sidewalks, sewers, water, and capital projects), and thereby addressing a top priority identified by residents.

Council Member Straza made a motion, seconded by Council Member Montney, to approve the Item as presented.

Council Member Straza expressed strong support for the proposed Ordinance. He highlighted the ongoing community demand for infrastructure improvements and believed that passing the Ordinance would demonstrate Council's continued commitment to addressing them.

Council Member Montney addressed Council's approach to infrastructure funding, emphasizing the urgent need for more effective planning and accountability. She highlighted concerns about deferred maintenance, establishing clear repair benchmarks, and the importance of comprehensive documentation to better guide future investments in infrastructure.

Council Member Hendricks reflected on the rationale being shared and emphasized the decision as being difficult. He expressed concern about the current debate causing confusion and potentially diverging from the original purpose. He questioned whether current allocations were already being addressed through existing budgeting processes and asked for additional clarity into Council's intentions for infrastructure funding.

Mayor Brady and Council Member Ward debated the Ordinance. Mayor Brady explained that the Ordinance was designed to ensure the funds would be specifically allocated to infrastructure with oversight safeguards in place to protect taxpayer interests. Council Member Ward voiced opposition, highlighting concerns that the grocery tax disproportionately affected the most vulnerable residents and argued that broadening its use across many types of infrastructure could lessen its positive impact for those most in need.

Council Member Montney recommended narrowing the scope to specific infrastructure projects of streets, sidewalks, and storm inlets.

Council Member Straza declined to amend the motion.

Mayor Brady directed the Clerk to call roll:

Ayes: Montney, Danenberger, Straza, Lee, Brady

Nayes: Kearns, Hendricks, Ward, Scott

Motion Carried.

ORDINANCE NO. 2025 - 078

ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 39 TO DEDICATE REVENUE FROM THE MUNICIPAL GROCERY TAX TO INFRASTRUCTURE PROJECTS

The following Item was presented:

Item 8.B. Consideration and Action to Approve the Collective Bargaining Agreement for IAFF Local 49, as requested by the Human Resources Department.

City Manager Jeff Jurgens introduced the Item and then asked Fire Chief Cory Matheny and Local 49 President, Eric Hall, to present.

Chief Matheny presented the highlights of the newly negotiated collective bargaining agreement between the City and the Firefighters' Union. He emphasized the adoption of a new 24/72 shift schedule designed to improve firefighter health, safety, and wellbeing by reducing fatigue and aligning work hours with best practices. Chief Matheny explained that the change was accomplished through internal realignment rather than staff increases, and outlined anticipated benefits including improved recruitment, retention, efficiency, and long-term cost savings. The new schedule was presented as an investment in both firefighter wellness and emergency response quality.

Mr. Hall expressed appreciation for the collaboration of all involved. He highlighted the adoption of the 24/72 shift schedule as modern and progressive and commended the City and Council for prioritizing firefighter health, safety, and operational effectiveness. He emphasized how the new schedule would reduce fatigue, improve focus, and enhance service responsiveness, thereby directly benefiting both firefighters and the community.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The following Item was presented:

Item 8.C. Consideration and Action on an Ordinance Approving an Economic Incentive Agreement By and Between the City of Bloomington and JOB Realty, LLC, for the Property Commonly Known as 1602 General Electric Road (PIN: 14-26-451-005), as requested by the Development Services Department.

City Manager Jurgens introduced the Item and asked Kelly Pfeifer, Development Services Director, to present.

Director Pfeifer presented the proposed economic incentive agreement between the City

and Job Related, LLC, for redevelopment of the Honda dealership. She outlined the project's significant investment of over \$6.5 million to renovate and modernize the existing facility. Director Pfeifer noted the incentive agreement being a business retention tool and then explained how the agreement would provide a partial sales tax rebate based on increased sales, capped over seven years. She emphasized the intent of the incentive was to retain the successful dealership within Bloomington, support local economic development, and ensure tax revenue generation.

Council Member Ward opposed providing financial incentives to profitable private businesses when some City residents still lacked assistance for severe problems, such as flooded homes. She emphasized concerns about City priorities and fairness, especially in light of recent discussions of budget deficit and placing grocery taxes on vulnerable residents.

Council Member Ward made a motion to reject the Item as presented.

The motion died due to lack of a second.

Council Member Montney raised the issue of maintaining consistency in economic incentive policies between Bloomington and the neighboring Town of Normal. She emphasized the importance of avoiding a competitive "bidding war" for business retention or attraction between the two communities and requested that Council discuss and consider a standardized approach to incentives in the future.

Council Member Straza expressed support for the Item, emphasizing the dealership's longstanding commitment to Bloomington and its positive economic contributions to the community. He underscored the importance of supporting local businesses to ensure they remain in the City and indicated that such incentives could encourage further investment.

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

Mayor Brady directed the Clerk to call roll:

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

Nays: Kearns, Ward

Motion Carried.

ORDINANCE NO. 2025 – 079

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON AND JOB REALTY, LLC, FOR THE PROPERTY COMMONLY KNOWN AS 1602 GENERAL ELECTRIC ROAD (PIN: 14-26-451-005)

The following Item was presented:

Item 8.D. Consideration and Action on an Ordinance Amending Fees Applicable to Chapter 2 (Administration) of the City Code Regarding the Schedule of Fees for Public Records, as requested by the City Clerk Department.

City Clerk Leslie Yocum presented an analysis of the City's Freedom of Information Act ("FOIA") operations. She reported that in the last three months, staff had completed 1,186 FOIA requests with an average staff cost of \$85.17 per request. She stated that year-to-date, the City had processed 3,031 FOIA requests, averaging \$63.70 per request, and incurring approximately \$180,000 in total staff costs. City Clerk Yocum projected that by year-end, the City would handle a minimum of 3,400 requests and spend roughly \$240,000 on FOIA processing. She highlighted

that 25-30% of FOIA requests were commercial requests that typically requested body-worn camera footage by entities seeking to resell or profit from using City data. She stated that requests had increased 40% from 2023-2024 and, as a result, staff proposed updating the City's fee structure: The proposal included updates for charging for electronic data and instituting fees for commercial requests requiring more than eight hours of staff time. She outlined plans to streamline the FOIA process through improved training, technology, and a more user-friendly transparency portal, aiming to reduce staff workload and enhance public access to information.

Council Member Ward asked for clarification on the percentage of commercial requests and the incurred costs. City Clerk Yocum confirmed the 25-30% increase in commercial requests but noted the system did not currently track costs specifically attributed to them.

Council Member Lee asked for additional information on commercial requesters. City Clerk Yocum responded that tracking the origin of FOIA requests was difficult as addresses were not required under the FOIA statute, but that a significant amount of commercial requests came from out-of-town entities, and emphasized that the proposed fee changes were not intended generate revenue, but instead to discourage large, timely commercial requests.

Council Member Montney confirmed with City Clerk Yocum that the FOIA statute limited the fee amounts a municipality could charge for records. They then discussed various internal continuous improvement updates that were being implemented to reduce staff time such as deflections that provide links to online information avoiding the need to submit a FOIA request.

Council Member Ward made a motion, seconded by Council Member Danenberger, to approve the Item as presented with Option 2 which focused on increasing fees for commercial requesters.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

City Manager's Discussion

City Manager Jeff Jurgens provided a brief report on City operations highlighting the ongoing success of the bulk pickup program, improvements to the color-coded maps for public clarity, and steady progress on the City's sidewalk repair initiative. He also noted positive community feedback and ongoing efforts to address service requests efficiently.

Council Member's Discussion

Council Member Lee thanked City staff, specifically Jim Karch, Engineering Department Director, and Kelly Pfiefer, Development Services Department Director, for attending a local Homeowners Association (HOA) meeting in Ward 8. He highlighted residents' appreciation for staff's time and efforts to foster positive community relations.

Council Member Danenberger recognized and thanked students from Illinois Wesleyan University's Center for Engaged Learning for participating in a recent park cleanup event in Ward 4. He praised the students' active community involvement, their interest in local government, and noted their engagement and thoughtful questions about the neighborhood.

Council Member Hendricks thanked the Ecology Action Center for organizing a hazardous waste cleanup event and emphasized the importance of such initiatives. He

expressed hope for expanded hazardous waste facilities through future collaboration among the City, Town of Normal, and McLean County.

Mayor's Discussion

Mayor Brady shared updates on recent business openings and partnerships in the community, described his participation in local and university events, and congratulated various organizations. He also expressed appreciation for City staff contributions and highlighted various ongoing negotiations and achievements within the City.

Executive Session

No Executive Session was held.

Adjournment

Council Member Straza made a motion, seconded by Council Member Montney, to adjourn the meeting.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried (viva voce).

The meeting adjourned at 7:13 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$7,597,430.84, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$7,597,430.84 (Payroll total \$3,022,104.14, Accounts Payable total \$4,292,735.18, Bank Transfers total \$103,299.37 and Procurement Card Purchase total \$179,292.15).

Attachments:

1. 11-10-2025 Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/31/2025	\$ 2,771,502.18	\$ 250,601.96	\$ 3,022,104.14
Off Cycle Adjustments	\$ -	\$ -	\$ -
PAYROLL TOTAL			\$ 3,022,104.14

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/10/2025	AP General	\$ 4,156,443.02
11/10/2025	AP JMScott	\$ -
11/10/2025	AP Comm Devel	\$ 7,974.41
11/10/2025	AP IHDA	\$ 798.00
11/10/2025	AP Library	\$ 63,114.17
11/10/2025	AP MFT	\$ 952.62
10/23/2025-10/31/2025	Out of Cycle AP	\$ 63,452.96
10/01/2025-11/03/2025	AP Bank Transfers	\$ 103,299.37
AP TOTAL		\$ 4,396,034.55

PCARDS

09/02/2025-10/01/2025	\$ 179,292.15
PCARD TOTAL	\$ 179,292.15

GRAND TOTAL	\$ 7,597,430.84
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 7.C.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Purchase Order with Dell, Inc., for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in an Amount of \$305,040.15, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The City participates in a Microsoft Enterprise Agreement ("EA") to license essential Microsoft software and services. The EA is implemented in successive three-year agreements. The City is entering the third and final year of the current EA, originally approved by Council in November 2023. These licenses include desktop and server operating systems, enterprise databases, Office productivity software, email services, security and device management, team collaboration, video conferencing, and network management software. Participation in the EA provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced. The EA allows the City to spread licensing costs over three years and includes provisions for early termination if future budget funds are unavailable.

The City participates in the EA through the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider, CMT1176800 – valid through 7/30/2024), which provides access to discounted pricing negotiated by the State. Dell Marketing, L.P. is the designated Microsoft reseller under this contract.

For FY 2026, the Information Technology Department has confirmed a renewal cost of \$305,500, a reduction from the FY 2025 cost of \$317,870.80. This reduction is the result of a comprehensive license optimization effort. The City met with Dell to review current license usage, adjust counts based on staffing and system needs, and evaluate new Microsoft offerings. This proactive approach ensures the City maintains access to critical software and support services while reducing costs.

The Microsoft EA for Government volume licensing continues to provide the City with:

- Flexible licensing with annual true-up
- Unified management of on-premise and cloud licenses
- Ability to spread license costs over the contract term

- Microsoft Premier Support and Planning Services

The City has successfully utilized this licensing model for over 12 years.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with Dell, Inc., in an amount of \$305,040.15. A Purchase Order with Dell, Inc., for a total amount of \$305,040.15 will be created under the State of Illinois Department of Innovation and Technology Joint Purchasing Contract. This item is included in the FY 2026 Budget under the Information Technology-Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2026 Budget Books titled "Budget Overview & General Fund" on page 161.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Enterprise Agreement
3. State of IL Joint Purchasing Contract

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A PURCHASE ORDER WITH DELL, INC., FOR THE MICROSOFT ENTERPRISE SOFTWARE ANNUAL RENEWAL FOR SOFTWARE MAINTENANCE AND SUPPORT COVERING THE CITY'S MICROSOFT LICENSING, IN AN AMOUNT OF \$305,040.15

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Microsoft Enterprise Software's Annual Renewal for Software Maintenance and Support covering the City's Microsoft licensing ("Purchase"), in an amount of \$305,040.15; and

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

WHEREAS, the City participates in an Enterprise Agreement ("EA") with Microsoft Corporation to use its Microsoft licenses, which is implemented in successive three-year agreements. This is the third year of the three-year Agreement approved by the Council in November 2023. These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, and network management software; and

WHEREAS, the Purchase consists of the Microsoft EA for Government volume license option providing the City with many benefits over other purchasing options including flexible licensing throughout the year with annual true-up, the ability to manage on-premise and cloud licenses in one agreement, the ability to spread the license cost over the term of the contract, Microsoft Premier support, and Planning Services days; and

WHEREAS, City staff have engaged with multiple vendors to understand the current offerings and how the City can best leverage the licenses for our needs; and

WHEREAS, the pricing the City receives from the State Joint Purchasing contract, grants access to some of the largest discounts available that have already been negotiated with the State of Illinois. The EA is substantially less expensive and easier to manage than other methods; and

WHEREAS, the City has utilized this option for at least the last four contracts (12 years); and

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

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

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Online Service Reservations

Microsoft Enterprise 6				
City of Bloomington				
Date Updated	Enrollment #	Start Date	End Date	Due Date
10/6/2025	8577753	11/1/2023	10/31/2026	11/5/2025

Part Number	Description	Usage Country	Reservation #	Usage Date	Qty Reserved	# Months	Price Per Month	Extended Total
Online Service Reservations								
DDJ-00001	Power BI Pro GCC Sub Per User	United States	25273659850114	9/30/2025	1	13	\$111.14	\$111.14
DDJ-00001	Power BI Pro GCC Sub Per User	United States	25268160421137	9/25/2025	1	13	\$111.14	\$111.14
VA1-00001	Teams Rooms Pro GCC Sub Per Device	United States	2549633235468	2/18/2025	1	20	\$730.40	\$730.40
VA1-00001	Teams Rooms Pro GCC Sub Per Device	United States	24354184659620	12/19/2024	1	22	\$803.44	\$803.44
VA1-00001	Teams Rooms Pro GCC Sub Per Device	United States	24344570023000	12/9/2024	6	22	\$803.44	\$4,820.64
P3U-00001	Visio P2 GCC Sub Per User	United States	24339473694073	12/4/2024	1	22	\$257.47	\$257.47
DDJ-00001	Power BI Pro GCC Sub Per User	United States	24327660760564	11/22/2024	2	23	\$196.63	\$393.26
DDJ-00001	Power BI Pro GCC Sub Per User	United States	24327274508137	11/22/2024	2	23	\$196.63	\$393.26
Year 2 PreTax Reservation Total								\$7,620.75

Online Service Reservations are self-provisioned subscriptions added via the Microsoft VLSC portal throughout the agreement year.

Microsoft charges for the number of full months between the start date of the subscription thru the agreement end date.



Annual Billing

Microsoft Enterprise 6				
City of Bloomington				
Date Updated	Enrollment #	Start Date	End Date	Due Date
10/6/2025	8577753	11/1/2023	10/31/2026	11/5/2025
Customer # 46480250				

Scheduled Bill			Description	Quantity	Price	Extended Amount	Coverage	
PO Number	Date	Part Number					Start Date	End Date
7848293337414701	11/1/2025	D87-01159	Visio Professional ALng SA	11	\$109.56	\$1,205.16	11/1/2023	10/31/2026
7848293337414701	11/1/2025	9GS-00135	CIS Suite Datacenter Core ALng SA 2L	48	\$166.00	\$7,968.00	11/1/2023	10/31/2026
7848293337414701	11/1/2025	9GA-00313	CIS Suite Standard Core ALng SA 2L	320	\$35.69	\$11,420.80	11/1/2023	10/31/2026
7848293337414701	11/1/2025	359-00792	SQL CAL ALng SA Device CAL	24	\$38.18	\$916.32	11/1/2023	10/31/2026
7848293337414701	11/1/2025	228-04433	SQL Server Standard ALng SA	6	\$161.02	\$966.12	11/1/2023	10/31/2026
7848293337414701	11/1/2025	7NQ-00292	SQL Server Standard Core ALng SA 2L	18	\$610.88	\$10,995.84	11/1/2023	10/31/2026
7848293337414701	11/1/2025	9EN-00198	System Center Standard Core ALng SA 2L	8	\$14.74	\$117.92	11/1/2023	10/31/2026
7848293337414701	11/1/2025	AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	680	\$335.65	\$228,242.00	11/1/2023	10/31/2026
7848293337414701	11/1/2025	3GU-00001	Defender O365 P1 GCC Sub Per User	770	\$18.72	\$14,414.40	11/1/2023	10/31/2026
7848293337414701	11/1/2025	P3U-00001	Visio P2 GCC Sub Per User	1	\$140.44	\$140.44	11/1/2023	10/31/2026
7848293337414701	11/1/2025	4ES-00001	EOA Exchange Online GCC Sub Per User	130	\$28.88	\$3,754.40	11/1/2023	10/31/2026
7848293337414701	11/1/2025	AAD-63092	M365 F3 Unified GCC Sub Per User	130	\$85.66	\$11,135.80	11/1/2023	10/31/2026
7848293337414701	11/1/2025	SEL-00001	Power Apps Premium GCC Sub Per User	2	\$219.12	\$438.24	11/1/2023	10/31/2026
7848293337414701	11/1/2025	3PN-00001	Project Online Essentials GCC Sub Per User	3	\$65.74	\$197.22	11/1/2023	10/31/2026
7848293337414701	11/1/2025	7MS-00001	Planner & Project P3 GCC Sub Per User	2	\$279.88	\$559.76	11/1/2023	10/31/2026
7848293337414701	11/1/2025	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	810	\$0.00	\$0.00	11/1/2023	10/31/2026
7848293337414701	11/1/2025	VA1-00001	Teams Rooms Pro GCC Sub Per Device	3	\$438.24	\$1,314.72	11/1/2023	10/31/2026
7848293337414701	11/1/2025	KXJ-00001	Teams Shared Devices GCC Sub Per Device	1	\$74.70	\$74.70	11/1/2023	10/31/2026
7848293337414701	11/1/2025	HWT-00001	Visio P1 GCC Sub Per User	6	\$46.81	\$280.86	11/1/2023	10/31/2026
7848293337414701	11/1/2025	DDJ-00001	Power BI Pro GCC Sub Per User	35	\$93.62	\$3,276.70	11/1/2023	10/31/2026
Annual Billing Total						\$297,419.40		

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.



Invoice Summary

Microsoft Enterprise 6				
City of Bloomington				
Date Updated	Enrollment #	Start Date	End Date	Due Date
10/6/2025	8577753	11/1/2023	10/31/2026	11/5/2025

State	Description	Pretax Total	PO#
Draft	Year 1 Online Service Reservations Total	\$7,620.75	
Draft	Year 1 True-Up Total	\$0.00	
Final	Year 2 Annual Invoice	\$297,419.40	
Total Expected Invoice Amounts		\$305,040.15	

All Purchase Orders are to be addressed to Dell

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

VENDOR

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: [REDACTED]	Phone: [REDACTED]
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: [REDACTED]	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: [REDACTED]	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: [REDACTED]	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content
JB - 06/25/2020

2

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 20-448DOIT INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting

contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

1.2. MILESTONES AND DELIVERABLES: NA

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

1.4. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

1.5. SUBCONTRACTING

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units

performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$NA without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

4.3 SUBCONTRACTING: To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIMELY PERFORMANCE:** Vendor will perform its obligations under this contract in a prompt and timely manner. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Each party will provide written notice in the event of a force majeure event. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration. A force majeure event shall not affect the obligation to pay for products and services previously received.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all of the State's data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier

(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 RESERVED.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Form B

Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: [REDACTED]

IPG Expiration Date: [9/11/2020](#)

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](#)

Street Address: [One Dell Way](#)

Email: Heather_Jones1@Dell.com

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

Signature: _____

Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)

Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☒ Partnership (Limited)

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company

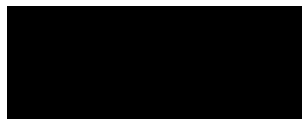
medical and/or health care services
☐ Corporation NOT providing or billing
medical and/or health care services

(select applicable tax classification)

☐ C = corporation

☐ P = partnership

Signature of Authorized Representative:



Date: May 20, 2020

W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dell Marketing LP		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate		
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Apply to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.): See instructions. C/O Dell USA LP P.O.Box 802816		
6 City, state, and ZIP code Chicago, IL 60680-2816		
7 List account number(s) here (optional)		
Requester's name and address (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later. <i>Note:</i> If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.		
Social security number		- -
OF		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ 11/8/2020
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		
Purpose of Form		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.		

F - G. Certifications & Board of Elections

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A**G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12741

Additional Information

STAFF ATTACHED FILE(S)

H. Iran Disclosure

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



Additional Information

STAFF ATTACHED FILE(S)

I. Financial Disclosure & Conflicts of Interest

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <u>Holdings Statement</u> (PDF)	
  <u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

Not applicable - No individuals disclosed in question 1

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

Not applicable - No individuals disclosed in question 1

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

Not applicable - No individuals disclosed in question 1

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

Not applicable - No individuals disclosed in question 1

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)



Consent Agenda Item No. 7.D.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Change Order Increase, for the 2025 Police Department Promotional Process from Stanard & Associates, Inc., in an Amount of \$17,960.28, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The Police and Human Resources Department requested a proposal for the promotional exam process for Sergeants and Lieutenants from Stanard & Associates, Inc. ("Stanard"), in February 2025. Stanard has conducted the Police Department's promotional exam process since 2013. Having worked with the City, they have become familiar with the unique needs of Legal and Human Resources parameters, contracts/requirements. The City has a positive history of the services provided to develop the promotional testing, and if a different firm were to be utilized, it would require additional resources to bring a new firm up to speed on the learning curve. The use of a limited source was approved through a procurement memo.

The Proposal was broken into three main sections: Written Job Knowledge Preparation, Assessment Center Needs, and Commission Oral Board Interviews. The proposal estimated the cost to be \$47,850, with the caveat that some of the costs could not be determined if they would be needed. The City issued PO 20250627 for \$17,870.25 based on the first invoice as agreed upon in the proposal. The City then received a second invoice after all the work was completed in FY 2026 for \$47,940.03, which is over the remaining estimated total by \$17,960.28.

The City requested backup documentation of why the final costs exceeded the estimated proposal amount. Resolution - Exhibit A (attached) shows the breakout of the increases, and a summary is shown below. Stanard also clarified that the second invoice covers half of the original estimate plus any adjustments for add-ons and/or credits applied at the end of the project.

The policing field is ever-changing. As a result, much of a supervisor's job is done verbally rather than through written communication. Due to this factor, staff worked with Standard to create multiple oral assessment exercises rather than traditional written ones. These exercises allow the candidate a brief period to prepare for specific scenarios and then present to the board of assessors. During this period, the oral assessors introduced rapidly evolving events, which made the candidate react in real time and give their response. These exercises required more staffing on the assessor's side.

As part of this new approach, the Police Department has introduced feedback reports on each candidate during the assessment portion of the testing. These reports, presented to the Chief of Police/Assistant Chiefs of Police ("Command") and the candidate, play a crucial role in the development process. They provide a clear roadmap for both the command staff and the candidate, identifying specific areas for improvement and guiding them towards success. This support system ensures that everyone is equipped with the necessary tools to excel in their roles.

- **Written Job Knowledge Preparation (\$3,240.28 increase):** Candidate exam challenge/review sessions, responding to the challenges, shipping and handling, a consultant on-site to review questions with Command staff, print exam booklets, added a second exam, and travel.
- **Assessment Centers (\$14,720 increase):** Preparation and delivery of candidate orientation sessions (2), added a half day to administer the assessment process, candidate feedback reports, and travel.
- **Commission Oral Board Interview (no increase)**

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, a Change Order Increase, for the 2025 Police Department Promotional Process from Stanard & Associates, Inc., in an Amount of \$17,960.28 will be processed. This will be paid from the Human Resources-Other Purchased Services account (10011410-70690). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 146.

Attachments:

1. Resolution - Stanard & Associates Change Order
2. Resolution - Exhibit A - Stanard & Associates Billing Increase Explanation

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING A CHANGE ORDER WITH STANARD & ASSOCIATES, INC. FOR THE INCREASES TO THE POLICE DEPARTMENT PROMOTIONAL ASSESSMENT PROCESS, IN AN AMOUNT OF \$17,960.28

WHEREAS, subject to the provisions of the City Code, City staff are recommending a change order with Stanard & Associates, Inc., for the necessary increases to prepare, administer, review, and respond to the Sergeant and Lieutenant promotional process, in an amount of \$17,960.28; and

WHEREAS, the detailed invoices are attached showing the increased amount ("Exhibit A"); and

WHEREAS, on March 18, 2025, a Procurement Memo was approved for the proposed price of \$47,850 with Stanard & Associates, Inc., for assistance with the promotional exam process; and

WHEREAS, at the time of the agreement, there were areas that were unknown if they were needed to ensure that the promotional process was prepared, administered, and results reviewed with integrity; and

WHEREAS, staff found it in the best interest of the City to add some additional time and services to be fair to the candidates and to ensure the testing was reliable and valid; and

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

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

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Resolution-Exhibit A

Explanation of increases/changes.

2025 Bloomington Police Department Sgt and Lt Promotional Processes Billing Summary

Written Job Knowledge Promotional Exams to Sergeant and Lieutenant Fees

Project Step	Description	Fee
Step 1	SME Meeting to determine source materials and assign weightings for each source and determine specific areas within each source to develop questions (held in person at BPD). <i>Invoice #1: \$625; Invoice #2: \$625</i>	\$1,250.00
Step 2	Write 220 test items @ \$49.00 each to create (2) 100-item exams* This fee may be reduced if questions are overlapped between exams. <i>Invoice #1: \$5,390; Invoice #2: \$4,606* (credit applied for \$784 since we wrote fewer items than estimated (actual 204 not 220))</i>	\$10,780.00
Step 3	OPTIONAL. S&A consultant on-site to review questions with BPD command staff for accuracy, currency, and relevance. (\$1,250.00) <i>Invoice #1: \$625; Invoice #2: \$625</i>	TBD
Step 4	Prepare candidate study guides. (\$570.00 per exam) <i>Invoice #1: \$570; Invoice #2: \$570</i>	\$1,140.00
Step 5	Format each exam and prepare answer key. (\$760.00 per exam) <i>Invoice #1: \$760; Invoice #2: \$760</i>	\$1,520.00
Step 5	Print exam booklets. (\$5.00 each) <i>Invoice #2 only: \$135</i>	TBD
Step 5	S&A will administer the exams in person for both ranks (<i>assumes 1 S&A consultant for 1 session</i>).- did (2) separate sessions <i>Invoice #1: \$750; Invoice #2 (adjusted for 2 sessions): \$2,250</i>	\$1,500.00
Step 6	Written examination scoring (\$760.00 per rank). <i>Invoice #1: \$760; Invoice #2: \$760</i>	\$1,520.00
Total	<i>Does not include printing booklets, shipping fees, travel expenses, or responding to candidate challenges.</i> <i>Invoice #1 Consultant travel (2/7/25) \$250.25</i>	\$17,710.00*

Add-ons for Invoice #2 (Final Billing):

- Candidate exam challenge/review sessions (held after each written exam) x 2: \$380 per rank: **\$760.00**
- Responding to candidate written exam challenges: **\$95.00**
- Shipping and handling: **\$34.03**

Final total for written exam component: \$20,950.28

2025 Bloomington Police Department Sgt and Lt Promotional Processes Billing Summary

Assessment Centers for Sergeant and Lieutenant Fees

Project Step	Description	Total
Step 1.	Meet with SME panel to review jobs of Sergeant and Lieutenant identify dimensions (areas) of measurement and develop exercises (2 assessment exercises for each rank) and preliminary evaluation guidelines. Fee assumes one meeting. <i>Invoice #1: \$3,500; Invoice #2: \$3,500 – AND- Invoice #2: Add-on additional exercise for LT: \$1,500</i>	\$7,000.00
Step 2.	Preparation and delivery of a Candidate Orientation Session (one session for each rank at \$1,000.00 per session to be conducted via Zoom). OPTIONAL <i>Invoice #2: \$2,000 (2 sessions total)</i>	TBD
Step 3.	Meet with SME panel to confirm exercise content and further refine evaluation guidelines/scoring criteria and rating scales. Fee assumes one meeting. <i>Invoice #1: \$625; Invoice #2: \$625</i>	\$1,250.00
Step 4.	Recruit, train assessors, and prepare all candidate assessment materials. <i>Invoice #1: \$1,380; Invoice #2: \$1,380</i>	\$2,760.00
Steps 5 and 6.	Administer assessment process (we estimate a total of 2 1/2 days for administration. We will have one S&A consultant on site to coordinate the administration of the exercises). <i>Invoice #1: \$1,875; Invoice #2: \$2,625* (adjusted for additional ½ day for Sgt @ \$750- actual 3 days not 2 ½)</i>	\$3,750.00
Step 7.	Scoring and reporting of assessment process results. <i>Invoice #1: \$760; Invoice #2: \$760</i>	\$1,520.00
Step 8.	Candidate Feedback Reports (OPTIONAL – must be requested prior to the Assessment Center Administration) @ \$125.00 per candidate. <i>Invoice #2: (\$125 each for 7 LT and 17 Sgt candidates): \$3,000</i>	TBD
Total	<i>Not including assessor fees, orientation session, travel expenses, or feedback reports.</i>	\$16,280.00*

\$25,280.00

Add-ons for Invoice #2 (Final Billing):

- LT assessor fees (3 assessors @ \$100 training plus \$400 per day (1 day total) and travel (lodging, hotel, mileage/tolls): **\$2,624.58**
- SGT assessor fees (7 assessors @ \$100 training plus \$400 per day (2 days total) and travel (lodging, hotel, mileage/tolls): **\$9,870.96**
- LT assessor meals (breakfast, lunch, dinner) : **\$347.39**
- SGT assessor meals (all meals/all days): **\$1,699.27**
- Consultant travel (all days): **\$1,927.80**

Final total for assessment center component: \$40,000

2025 Bloomington Police Department Sgt and Lt Promotional Processes Billing Summary

Commission Oral Board Interview for Sergeant Fees

Project Step	Description	Total
Step 1.	For the Sergeant rank only, S&A will meet with the SME panel to identify question content (6 questions) and develop evaluation guidelines. Fee assumes one meeting. (Our intent is to utilize webinar/conference calls or a combined exam/assessment meeting date to save on travel costs) <i>Invoice #2 only: \$3,160</i>	\$3,160.00
Step 2.	Train commissioners, prepare all candidate and rater materials. Fee assumes one meeting held on same day as assessor training. <i>Invoice #2 only: \$950.00</i>	\$950.00
Step 3.	Administration of the oral interview process (1 S&A consultant for 1 day). To reduce project fees, the BPD may wish to administer the oral board interview component (\$1,500.00). OPTIONAL <i>No Charge/Not done by S&A</i>	TBD
Step 4.	Scoring and reporting of the oral board interviews. <i>Invoice #2 only: \$750</i>	\$750.00
Total	<i>Not including optional items or travel expenses.</i>	\$4,860.00

Final total for police commission oral board component (Sergeant only): \$4,860.00

Below is a Summary of Proposed (Estimated) Versus Actual Fees:

Estimated Written Exams

\$17,710.00 plus travel expenses for on-site meetings/test administration

Final total for written exam component: \$20,950.28

Estimated Assessment Phase

\$16,280.00 Assessment Exercise Development and Administration

\$9,000.00 Assessor Fees (9 assessors for 2 1/2 days) plus assessor travel expenses

\$25,280.00 Total for Assessment Phase*

Final total for assessment center component: \$40,000.00

Estimated Police Commission Oral Board Interview (Sergeant only)

\$4,860.00* *Does not include administration of process/to be administered by BOPC

Final total for police commission oral board component (Sergeant only): \$4,860.00

Estimated Total Project Fees: \$47,850.00*

Final Total Project Fees: \$65,810.28

\$17,960.28 ↑



Invoice #7

Date	Invoice #
2/26/2025	SA000060522

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
3/28/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
Written Job Knowledge PromoEx...		2025 Police Promotional Testing for the Ranks of Lieutenant and Sergeant (Invoice 1 of 2). Written Exam Development, Administration, and Scoring (Invoice 1 of 2). SME Meeting to determine source materials and assign weightings for each source and determine specific areas to develop questions (held 2/7/25): \$625.00. Write 220 test items @ \$49.00 each to create (2) 100-item exams* This fee may be reduced if questions are overlapped between exams: \$5,390.00. S&A consultant on-site to review questions with BPD command staff for accuracy, currency, and relevance: \$625.00. Prepare candidate study guides. (\$570.00 per exam):	9,480.00		9,480.00

Total

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Payments/Credits

Balance Due

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000060522

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



Invoice

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Date	Invoice #
2/26/2025	SA000060522

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
3/28/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
		\$570.00. Format each exam and prepare answer key. (\$760.00 per exam): \$760.00. S&A will administer the exams in person for both ranks (assumes 1 S&A consultant for 1 session): \$750.00. Written examination scoring (\$760.00 per rank per session): \$760.00.			

Total
Payments/Credits
Balance Due

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000060522

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



Invoice #7

Date	Invoice #
2/26/2025	SA000060522

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
3/28/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
Assessment Exercises		Assessment Phase Development, Administration, and Scoring (Invoice 1 of 2). Meet with SME panel to review jobs, identify areas of measurement, and develop exercises (2 assessment exercises for each rank) and preliminary evaluation guidelines: \$3,500.00. Meet with SME panel to confirm exercise content and further refine evaluation guidelines/scoring criteria and rating scales: \$625.00. Recruit, train assessors, and prepare all candidate assessment materials: \$1,380.00. Administer assessment process (1 S&A consultant for 2 1/2 days estimated): \$1,875.00. Scoring and reporting of assessment process results: \$760.00.	8,140.00		8,140.00

Total

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Payments/Credits

Balance Due

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000060522

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



Invoice

Date	Invoice #
2/26/2025	SA000060522

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
3/28/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
Travel Expenses		Consultant travel (Lory Newcomb 2/7/25): \$250.25.	250.25		250.25

Total	\$17,870.25
Payments/Credits	\$0.00
Balance Due	\$17,870.25

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000060522

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



Invoice #2

Date	Invoice #
8/13/2025	SA000062212

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
9/12/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
Assessor Payments		Assessor fees (LT process: training 7/21/25; assessments 7/22/25: 3 assessors @ \$100 training, \$400 per assessment day x 1 & travel related expenses (lodging/mileage/tolls): \$2,624.58. Assessor meals (7/21/25-7/22/25): \$347.39. Assessor fees (SGT process: training 7/22/25; assessments 7/23-7/24/25: 7 assessors @ \$100 training, \$400 per assessment day x 2 & travel related expenses (lodging/mileage/tolls): \$9,870.96. Assessor meals (7/22/25-7/24/25): \$1,699.27.	14,542.20		14,542.20

Total
Payments/Credits
Balance Due

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000062212

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



Invoice #2

Date	Invoice #
8/13/2025	SA000062212

Stanard & Associates, Inc.

309 West Washington St.
Suite 1000
Chicago, IL 60606
312-553-0213
<http://www.stanard.com>

Bill To
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701

Due Date	P.O. No.	Terms	Project
9/12/2025		Net 30	2025-02 Sgt & ...

Item	Qty	Description	Rate	Options	Amount
Oral Board Interview Program		Police Commission Oral Board Interview Development, Training, & Scoring (Invoice 1 of 1). Meeting to determine dimensions, development of (6) new questions & scoring guidelines (7/11/25): \$3,160.00. Preparation of training/interview materials & training with BOPC members (7/21/25): \$950.00. Scoring and reporting of results: \$750.00.	4,860.00		4,860.00
Travel Expenses		Consultant travel expenses (Lory Newcomb: 5/14/25; 7/11/25; 7/21/25 - 7/24/25): \$1,927.80.	1,927.80		1,927.80
Shipping and Handling		Shipping & handling of exam materials (7/16/25): \$34.03.	34.03		34.03

Total \$47,940.03

A late payment fee of 3% of the total balance due may be assessed on all invoices not paid prior to the payment due date.

Payments/Credits	\$0.00
Balance Due	\$47,940.03

Stanard & Associates, Inc.

Remittance Slip

Customer	Invoice #
City of Bloomington Amber Nigliaccio, Office Manager 305 S. East Street Bloomington, IL 61701	SA000062212

Amount Paid
\$

Make Checks Payable To
Stanard & Associates, Inc. 309 West Washington St. Suite 1000 Chicago, IL 60606



ORIGINAL

Purchase Order

Fiscal Year 2025

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **20250627-00**Delivery must be made within
doors of specified destination.B
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OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
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O
RSTANARD AND ASSOCIATES INC
309 WEST WASHINGTON
SUITE 1000
CHICAGO IL 60606
UNITED STATESS
H
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P
T
OHUMAN RESOURCES DEPARTMENT
GOVERNMENT CENTER - 3RD FLOOR
115 E WASHINGTON ST
BLOOMINGTON IL 61701

309-434-2215

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
312-553-0213									
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
03/18/2025		1870						HUMAN RESOURCES	
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price	
1	PROFESSIONAL, ADMINISTRATIVE & CONSTRUCTION SERVICES Misc Fees for Services Procurement memo approved for the Police Department Sergeant & Lieutenant promotional testing professional services by Stanard & Associates per the executed proposal as follows: FY25 - \$17,870.25 FY26 - \$29,979.75 Total = \$47,850				1.0	EACH	\$17,870.25	\$17,870.25	
***** GL SUMMARY *****									
10011410 - 70690				17,870.25					

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement ManagerPO Total **\$17,870.25**



ORIGINAL

Purchase Order

Fiscal Year 2026

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20260254-00

Delivery must be made within
doors of specified destination.

BILL TO

CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

VENDOR

STANARD AND ASSOCIATES INC
309 WEST WASHINGTON
SUITE 1000
CHICAGO IL 60606
UNITED STATES

SHIP TO

HUMAN RESOURCES DEPARTMENT
GOVERNMENT CENTER - 3RD FLOOR
115 E WASHINGTON ST
BLOOMINGTON IL 61701

309-434-2215

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
312-553-0213			210			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
09/03/2025	1870				HUMAN RESOURCES	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	PROFESSIONAL, ADMINISTRATIVE & CONSTRUCTION SERVICES					
1	Misc Fees for Services		1.0	EACH	\$29,979.75	\$29,979.75
***** GL SUMMARY *****						
<u>10011410 - 70690</u>			29,979.75			

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total

\$29,979.75

Page 77 of 333



Consent Agenda Item No. 7.E.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Spheros Environmental Group Parent, Inc., for Algaecide Treatment of Lake Bloomington, in the Amount of \$112,572, 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 a contract with Spheros Environmental Group Parent, Inc. ("Spheros"), for algaecide treatment of Lake Bloomington, in the amount of \$112,572. The Water Department, in an effort to be proactive with managing our two reservoirs, determined that a second round of algaecide treatment is necessary to treat the algae growth that can lead to taste and odor issues within the finished water.

The Illinois Environmental Protection Agency ("IEPA") approved individual algaecide permits for the City's two reservoirs. The permit allows the Water Department to treat each reservoir with 2,228 gallons of Cutrine Plus per treatment, with a maximum number of 11 treatments. The initial treatments were completed in March and April of this year.

The Water Department analyzes samples collected from the raw water at each reservoir, as well as a sample of the finished water. Testing results have indicated that microcystin, a cyanotoxin present during algae blooms, is present in the raw water of the reservoirs. However, results from the finished water are considered non-detectable, meaning that only trace amounts of microcystin were detected. The finished water is well below the amount that would trigger any health advisories from the City for consumable water and is safe to consume.

The Illinois State Water Survey Group, the leading drought monitoring agency in Illinois, has listed McLean County as being in a moderate drought for the foreseeable future. Lower reservoir levels, higher than normal temperatures, and a lack of precipitation may result in late-season algal blooms, similar to what occurred during January/February 2025, leading to the prolonged taste and odor issue that was experienced by many residents. A second round of algaecide treatment will reduce the density of algae currently present within the water column and therefore reduce the likelihood of another taste and odor outbreak.

Spheros was selected as part of the Request for Qualifications ("RFQ") #2025-032 for the category of Environmental Services. Six firms were selected for this category. Staff reviewed all proposals and selected Spheros as the most qualified for this project. It should be noted

that when the RFQ was submitted, Northwater, LLC, was selected but has since been acquired by Spheros Environmental Group Parent, Inc. The proposed agreement is with Spheros Environmental Group Parent, Inc.

Spheros was selected as the most qualified due to the following work experience:

- Worked extensively throughout the reservoirs and watersheds over the years, creating the IEPA - approved Watershed Management Plan and the Source Water Protection Plan;
- Successfully managed the Compliance Commitment Agreement with the IEPA for accidental release of lime sludge into Money Creek in 2020; and
- Worked on various supply augmentation and other hydrological projects for the City.

Community Groups/Interested Persons Contacted: McLean County's Parks and Recreation

Financial Impact: If approved, the City will enter into a contract with Spheros Environmental Group Parent, Inc., in the Amount of \$112,572. If approved, a budget transfer of \$112,572 from the Water Transmission & Distribution-Water Chemicals account (50100120-71730) to the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) where the payment will be made. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 141.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Evergreen Lake Algaecide Permit
4. Lake Bloomington Algaecide Permit

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH SPHEROS ENVIRONMENTAL GROUP PARENT, INC., FOR ALCAECIDE TREATMENT FOR LAKE BLOOMINGTON, IN THE AMOUNT OF \$112,572

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Spheros Environmental Group Parent, Inc., be approved for the algaecide treatment of Lake Bloomington ("Exhibit A"), in the amount of \$112,572 ("Project"); and

WHEREAS, the Project consists of work necessary for the treatment of algae that can lead to the growth of taste and odor compounds, an increase in the release of cyanobacteria such as microcystin; and

WHEREAS, the Water Department, to be proactive in regard to the overall health of the community, adheres to the highest standards of water quality and provides transparency with regulatory agencies, the Department is recommending the continued treatment of algae within its two reservoirs; 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 11th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Spheros Environmental Group Parent, Inc.

FOR
Algaecide Treatment for Evergreen Lake and Lake Bloomington

THIS AGREEMENT, dated this ____ day of November, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Spheros Environmental Group Parent, 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:
RFQ 2025-032 (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:

Spheros Environmental
Attn: Jeff Boeckler
2021 Timberbrook Dr STE
Springfield, IL 62702
jeff.boeckler@ spherosenvironmental.com

Copy to:
Spheros Environmental
Attn: John Mollere
1221 Auraria Parkway
Denver, CO 80204
John.mollere@ spherosenvironmental.com

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Lauren Handley (Lauren Handley)
Its Vice President, Central Division Director

By: [Signature] (Jeff Boeckler)
Its Principal/Senior Water Engineer

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Please see the attached proposal for detailed description of services to be provided.

October 15, 2025

Joseph M. Darter
Property Manager
City of Bloomington Illinois Water Department
25515 Waterside Way
Hudson, IL 61748

Re: Proposal - Planktonic Algae Treatment (HAB)

Dear Mr. Darter:

We appreciate the opportunity to provide a proposal and cost estimate to the City of Bloomington to assist with additional algae treatment for Evergreen Lake and treatment of Lake Bloomington.

Should you have any questions please do not hesitate to contact Jeff Boeckler at +1.217.725.3181

Scope of Work

Activity 1.0: Evergreen Lake Algaecide Treatment – Benthic Layer

Spheros will subcontract with Aquatic Control Inc. to complete a benthic layer treatment for planktonic algae control in Evergreen Lake. This will consist of one application in the bottom 2ft of the water column over 308 acres of the lake (approximately 37% of the total reservoir acreage). Aquatic control will complete treatment of the surface layer under a separate contract.

Spheros will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of benthic algae.

Activity 2.0: Lake Bloomington Algaecide Treatment – Upper and Benthic Layer

Spheros will subcontract with Aquatic Control Inc. to complete a full treatment for planktonic algae control in Lake Bloomington. This will consist of two consecutive treatments in the bottom 2 ft and upper 7 ft of the water column over 318 acres of the lake or approximately 54% of the total reservoir acreage.

Spheros will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Schedule

The duration of this project will depend on timing of contract execution and reservoir conditions. Spheros will work closely with Aquatic Control to complete Activity 1.0 and 2.0 immediately following delivery of the algaecide, when conditions permit.

Estimated Budget

The estimated project fee for the scope of work described is detailed in the table below.

Activity	Description	Fee
1	Evergreen Lake Algaecide Treatment – Benthic Layer Application (lump sum)	\$13,068.00
2	Lake Bloomington Algaecide Treatment – Upper and Benthic Layer Application (lump sum)	\$99,504.00
Grand Total		\$112,572.00

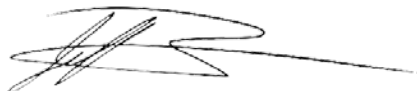
Billing will occur immediately following each treatment. Any out of scope and supplemental consulting and associated expenses will be billed monthly based on Spheros billing rate schedule.

Miscellaneous

Results of treatment are expected to be short-term resulting in the potential need for additional treatments.

This proposal is valid for a maximum period of 6-months. During this time, Spheros shall notify the City if anything changes that may affect the ability of Spheros to execute this project as proposed.

Sincerely,



Jeff Boeckler
Principal Water Resource Specialist
Spheros Environmental
217-725-3181
jeff.boeckler@spherosenvironmental.com

EXHIBIT B
COSTS/FEES

Project cost: \$112,572.00



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JAMES JENNINGS, ACTING DIRECTOR

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Evergreen Lake
Aquatic Pesticide Permit No. 1026-FY2025

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
Cutrine Plus – 2,218 gallons
2. Name of Waters of the State to be treated:
Evergreen Lake
3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".
5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Elgin, IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

City of Bloomington, IL1130200
Aquatic Pesticide Permit
Page #2

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.



Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
JB PRITZKER, GOVERNOR JAMES JENNINGS, ACTING DIRECTOR

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Lake Bloomington
Aquatic Pesticide Permit No. **1027-FY2025**

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
Cutrine Plus – 2,282 gallons
2. Name of Waters of the State to be treated:
Lake BloomingtonDear Mr. Darter
3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".
5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Elgin, IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.



Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office



Consent Agenda Item No. 7.F.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Maurer-Stutz, Inc. and Authorizing Waiving the Technical Bidding Requirements to Provide a Full Implementation and Coordination of the Water Valve Field Inventory, in an Amount Not to Exceed \$180,000, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 2b. Quality water for the long term

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 Maurer-Stutz, Inc., and authorizing waiving the technical bidding requirements to provide a full implementation and coordination of the Water Valve Field Inventory. The City's Geographic Information System ("GIS") current inventory mapping of water mains and valves was largely digitized from paper maps. Accurate field mapping and alignment correction of water mains are required to help conform to the upcoming 2026 revisions to JULIE locate accuracy requirements.

The Water Department seeks to complete a comprehensive field inventory of all water distribution and hydrant valves to improve the accuracy of its GIS and mapping systems. Following a recent incident resulting in substantial damages, the City has prioritized the development of a field-verified, spatially accurate valve database. Approximately 7,500 valves will be verified and/or collected and integrated into the City's Enterprise GIS using high-accuracy Global Navigation Satellite System equipment and Esri ArcGIS Field Maps technology. Staff believes a bid waiver is in the City's best interest because Maurer Stutz is currently working with our Information Technology ("IT") Department to assist with updating the City's GIS and by using the same firm, the City will benefit from Maurer Stutz working on both parts at the same time, reduce redundancy, and increase efficiencies.

Services will be performed on a Time and Materials ("T&M") basis in accordance with the rate schedule defined in the 2025 Master Services Agreement between the City of Bloomington and Maurer-Stutz, Inc., and additional position classification as attached to this Task Order. Maurer-Stutz Geospatial Services ("MSGS") will perform field data collection, configuration, and quality assurance for the City's water valve inventory to produce an accurate, spatially verified GIS dataset. Work includes project planning, data capture, in-office alignment with existing water main data, and GIS integration using high-accuracy GNSS, Esri Field Maps, and coordination with City Water, GIS, and IT staff.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement with Maurer-Stutz, Inc., in an amount not to exceed \$180,000. If approved, a budget transfer to move \$180,000 from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051) to the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220) where this item will be paid. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 134.

Attachments:

1. Resolution - Water Valve Field Inventory
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH MAURER-STUTZ, INC., AND
AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS TO PROVIDE A
FULL IMPLEMENTATION AND COORDINATION OF THE WATER VALVE FIELD
INVENTORY, IN AN AMOUNT NOT TO EXCEED \$180,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an Agreement with Maurer-Stutz, Inc. (Exhibit A), be approved and authoring waiving the technical bidding requirements to provide a Full Implementation and Coordination of the Water Valve Field Inventory ("PROJECT"), in an amount not to exceed \$180,000; and

WHEREAS, the PROJECT consists of Maurer-Stutz, Inc., which will complete a comprehensive field inventory of all water distribution and hydrant valves to improve the accuracy of its GIS and mapping system; and

WHEREAS, the PROJECT also includes Maurer-Stutz, Inc., completing the inventory on approximately 7,000 valves, and will verify and collect GPS high-accuracy mapping technology; and

WHEREAS, Staff believes a bid waiver is in the City's best interest because Maurer Stutz is currently working with our IT Department to assist with updating the City's GIS and by utilizing the same firm, the City will benefit from Maurer Stutz working on both parts at the same time, reduce redundancy, and increase efficiencies; and

WHEREAS, Maurer-Stutz, Inc., will also complete the services on a Time and Materials (T&M) basis in accordance with the rate schedule defined in the Agreement; and

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

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

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
MAURER-STUTZ, INC.**

**FOR
WATER VALVE FIELD INVENTORY - FULL IMPLEMENTATION AND**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Maurer-Stutz, Inc.
Attn: Micah Williamson
3116 N. Dries Ln. #100
Peroria, IL 61604

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

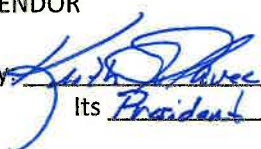
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its President

By:  _____
Its Geographical Services Manager

23525006.03 - TASK ORDER

Task Order No: 23525006.03

MSA Date: 05/14/2025

Client: City of Bloomington

Project Description: Water Valve Field Inventory – Full Implementation and Coordination

Project Scope:

The City of Bloomington Water Department seeks to complete a comprehensive field inventory of all water distribution and hydrant valves to improve the accuracy of its GIS and mapping systems. Following a recent locate incident resulting in substantial damages, the City has prioritized development of a field verified, spatially accurate valve database. Approximately 7,500 valves will be verified and/or collected and integrated into the City's Enterprise GIS using high-accuracy GNSS equipment and Esri ArcGIS Field Maps technology.

Services will be performed on a Time and Materials (T&M) basis in accordance with the rate schedule defined in the 2025 Master Services Agreement between the City of Bloomington and Maurer-Stutz, Inc. and additional position classification as attached to this Task Order.

More details are available in the attached Scope of Services.

Total Estimated Fee: T & M - Not to Exceed \$180,000

Fee Method: Standard Hourly Rate (attached)

AGREED TO BY:

ENGINEER: Maurer-Stutz, Inc.



By: Micah Williamson, GISP
Geospatial Services Manager

10/14/2025

Date

CLIENT: City of Bloomington: Information Technology Services

By:

Date

23525006.03 Scope of Services

Maurer-Stutz Geospatial Services (MSGS) will perform field data collection, configuration, and quality assurance for the City's water valve inventory to produce an accurate, spatially verified GIS dataset of about 7,500 valves supporting operations and maintenance. Work includes project planning, data capture, in-office alignment with existing watermain data, QA/QC, and GIS integration using high-accuracy GNSS, Esri Field Maps, and coordination with City Water, GIS, and IT staff.

Primary Tasks

- **Evaluate existing GIS and CAD datasets for completeness and accuracy.**
MSGS will perform a detailed review of existing valve, main, and hydrant datasets from both the City's GIS and AutoCAD environments. This includes assessing coordinate precision, duplication, missing features, and discrepancies in attributes such as valve type, size, and status. The results of this review will inform data collection strategy and schema design.
- **Configure Esri Field Maps environment and Trimble GNSS receiver for high-accuracy data capture.**
MSGS will configure an Esri Field Maps project tailored for valve data collection, including hosted feature layers, symbology, and attribute domains. A Trimble GNSS receiver will be set up for sub-centimeter accuracy and synchronized with the City's ArcGIS environment.
- **Collect and/or verify valve location and attribute information (~7,500 valves).**
Field data collection will be conducted primarily by MSGS personnel based in Bloomington, allowing efficient deployment and response to local conditions. Each valve feature will be captured using GNSS technology with real-time correction and documented with valve type, surface condition, and assumed associated hydrant or main references. Photos and notes will be attached to each feature record as appropriate.
- **Perform QA/QC reviews and data updates to the City's ArcGIS Enterprise**
All collected data will be reviewed daily for positional accuracy, completeness, and attribute consistency. MSGS will synchronize verified edits to the City's ArcGIS environment, ensuring that both MSGS and City staff have real-time visibility into project progress and data integrity. In addition to field work, MSGS will perform in-office data processing to align, validate, and merge newly collected valve locations with the City's existing watermain GIS datasets, resolving discrepancies and establishing accurate spatial connectivity between features.
- **Provide regular updates to Water Department and GIS staff.**
MSGS will conduct regular coordination calls and/or email summaries to report progress, identify issues, and discuss any operational changes needed for

efficiency. These updates will include the number of valves collected, areas completed, and any data anomalies encountered.

- **Deliver final dataset with documentation, accuracy reports, and recommendations for ongoing GIS maintenance.**

Upon completion, MSGS will deliver a finalized valve feature layer hosted within the City's ArcGIS environment, along with metadata, QA/QC accuracy reports, and a concise technical memorandum summarizing data quality findings. In Addition, MSGS will work with the City's water department staff to integrate the dataset into existing workflows (including CAD based).

Schedule

Work will commence upon execution of this Task Order and issuance of a Notice to Proceed. The anticipated project duration extends through Summer 2026, with the majority of field work expected during the 2025–2026 winter and spring seasons, contingent upon weather, access conditions, and equipment availability.

Major milestones include:

- Project Kickoff and Configuration: within 1 weeks of Task Order execution
- Base Station and IT Coordination: within 2 weeks of kickoff
- Active Field Data Collection: November 2025 – March 2026
- QA/QC and Deliverables: completed by April 30, 2026

Adjustments to schedule may occur due to weather, access restrictions, or coordination with City crews. MSGS will promptly communicate any schedule changes and provide revised timelines as needed.

Compensation

The total project cost shall not exceed One Hundred Eighty Thousand Dollars (\$180,000) without prior written authorization from the City. Invoices will be submitted monthly and will itemize labor hours by staff classification and any approved reimbursable expenses. The City reserves the right to request supporting documentation for verification of hours billed.

Limitations of Scope

All work performed under this Task Order will be completed using the best available data, technology, and field conditions at the time of collection. Results represent an ongoing refinement effort intended to improve the accuracy and completeness of the City's water system GIS Data. The City may elect to extend, expand, or modify this effort under future task orders as part of its continued GIS improvement program.



Consent Agenda Item No. 7.G.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on (1) a Resolution Approving an Agreement with TK Elevator, for the Modernization of Two Elevators in the Police Department, in an Amount of \$439,478; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Capital Improvement Fund, to Utilize Reserves, in an Amount of \$139,478, as requested by the Police Department.

Recommended Motion: The proposed Resolution and Ordinance be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities

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

Background: If approved, the City will enter into an agreement with TK Elevator for the modernization of the two elevators in the Police Department. Both elevators are original to the building, and a few years ago, the elevator maintenance company began communicating that due to the anticipated obsolescence of several electronic parts, they would soon be unable to service several critical components of the elevators. The maintenance company delayed this obsolescence by buying mass quantities of high-risk parts and limiting their sale to only service customers. They also began earnest development of a tailored modernization solution for affected elevators. Unfortunately, the high demand for these parts has accelerated component obsolescence, and most parts are no longer available. Modernization of both elevators in the Police Department is now necessary in order to keep them operational and in compliance with applicable codes.

Modernization will include new controllers, electronic door detector interfaces, power supplies, communication equipment, cameras, lighting, fire alarm interfaces, and other related items. This modernization will increase elevator durability, reliability, improve fire and life safety features, decrease waiting times, reduce energy consumption, reduce operational cost, and reduce future troubleshooting and repairs. TK Elevator provided a proposal for this modernization under Contract EQ-111519-03A, exp. 2/28/2027, with the Equalis Group Joint Purchasing agreement.

Community Groups/Interested Persons Contacted: TK Elevator

Financial Impact: If approved, the City would enter into an agreement with TK Elevator, in an Amount of \$439,478. This would be paid from the Capital Improvement Fund-Buildings account (40100100-72520). The project was budgeted at \$300,000. The budget amendment to utilize Capital Improvement Fund Reserves is needed to move forward with this necessary elevator modernization. If needed, at year's end, the Finance Department will bring a budget amendment to transfer additional funds to the Capital Improvement Fund from the City's

General Fund to cover any overages after all the expenditures are realized for City Council consideration. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 243, 258, and 259. Details on the accounts included in the budget amendment can be located in Exhibit A.

Attachments:

1. Resolution - PD Elevator Modernization
2. Resolution - Exhibit A - Agreement
3. Ordinance - Police Elevators Budget Amendment
4. Ordinance - Exhibit A - Budget Amendment

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH TK ELEVATOR, FOR THE
MODERNIZATION OF TWO ELEVATORS IN THE POLICE DEPARTMENT, IN THE
AMOUNT OF \$439,478**

WHEREAS, subject to the provisions of the City Code, City staff are recommending approval of the agreement (“Exhibit A”) with TK Elevator, for the Modernization of two elevators in the Police Department (“Project”), in the amount of \$439,478; and

WHEREAS, the City will utilize the Equalis Group Joint Purchasing Agreement Contract EQ-111519-03A, exp. 2/28/2027, and the City benefits from receiving better pricing through the collective buying power and all formal solicitation processes are adhered to; and

WHEREAS, the Police Station is nearly 25 years old, and the elevators are original; and

WHEREAS, the Project consists of work necessary to keep the elevators operational and in compliance with applicable codes; and

WHEREAS, the Project includes new controllers, electronic door detector interfaces, power supplies, communication equipment, cameras, lighting, fire alarm interface and other related items; and

WHEREAS, the Project will increase elevator durability and reliability, improve fire and life safety features, decrease waiting times, reduce energy consumption, reduce operational cost, and reduce future troubleshooting and repairs; 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 Proposal, and any other documents necessary to complete this transaction.

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

MODERNIZATION PROPOSAL



Modernization Proposal

TKE

This proposal has been formulated and is in compliance with Equalis contract TK Elevator / EQ-111519-03A and given unique identifying number 9573736

Bloomington PD Modernization				October 16, 2025	
Purchaser:	City Of Bloomington		Project Location:	City Of Bloomington	
Address:	109 E Olive St		Address:	109 E Olive St	
	Bloomington, IL 61701-5217			Bloomington, IL 61701-5217	

TK Elevator Corporation (hereinafter “TK” or “TK Elevator”) is dedicated to delivering City Of Bloomington (hereinafter “Purchaser”) the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the “Proposal”) in the amount of **\$439,478.00** to modernize the elevator equipment described in the pages that follow at the above-referenced location. Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Proposal but also all applicable sales tax.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser’s acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 10-12-2026 and the installation must be completed by 12-13-2026, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at +1 630 4415627

We appreciate your consideration.

Regards,

John Russell

Modernization Proposal



John Russell
TK Elevator Corporation
3600 Lacey Rd Ste 100
Downers Grove, IL 60515
john.russell@tkelevator.com | +1 630 4415627

Modernization Proposal

TKE

SCOPE OF WORK

Building : Bloomington Police Department
109 E Olive St

Groups Included

Group Name	# of units	Equipment Type
East	1	Hydraulic
West	1	Hydraulic

Group : East
Equipment Classification: Hydraulic

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
2	4	0	0	

Group : West
Equipment Classification: Hydraulic

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
1	4	0	0	

Description of Work

Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) 24 VDC Signal Voltage - Electronic Door Detector Interface	New	2,1
eMax Monitoring Device Provisions	New	East,West
Solid State Starters (6 or 12 leads) 208 VAC	New	2,1
Viscosity Control (Required over 150 FPM)	New	2,1

Modernization Proposal

Item Description	Option	Installed On
Battery Lowering in Controller (10-D-0C)	New	2,1
Tenant Security 3-1 (Card Reader)	New	2,1
THY Board / CE Driver Board	New	2,1
Position Indicator	New	2,1
Fire Service	New	2,1
Hall Lanterns	New	2,1
Hoistway Access	New	2,1
User Interface Tool	New	2,1
Hoistway Enable/Inspection Operation	New	2,1

Power Unit

Item Description	Option	Installed On
EP-215 Power Unit (Submersible)	New	2,1
Viscosity Control (Required over 150 FPM)	New	2,1
5 gallon drum of Biodegradable oil (Citgo NZ)	New	2,1
55 gallon drum of Biodegradable oil (Citgo NZ)	New	2,1
3" Shutoff Valve Kit (Pump)	New	2,1
Oil Line Piping	New	2,1

Jack

Item Description	Option	Installed On
Pipe Stands	New	2,1
Packing	New	1

Pit Equipment

Item Description	Option	Installed On
3" Shutoff Valve Kit (Pit)	New	2,1
Pit Stop Switch	New	2,1

Hoistway Equipment

Item Description	Option	Installed On
Base Wiring Package for Two-way Communication Code	New	2,1
Selector and magnets (terminal limits included) Existing Steel Tape to be reused	New	2,1
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	2,1
HN Boxes (per each 2 cars, grouped)	New	2,1

Car

Item Description	Option	Installed On
Crosshead data tag (for existing car slings)	New	2,1
Fan: Two Speed	New	2,1
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	2,1
Cab Wiring Material (200MK1)	New	2,1
Car Top Exit Switch	New	2,1

Car Door Equipment

Modernization Proposal



Item Description	Option	Installed On
Micro Light 3D 2019 (Front)	New	2,1
3D Cabsafe Components Package (Front)	New	2,1
LD-16 Plus Drive Only (FRONT) • includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	2,1

Hoistway Door Equipment

Item Description	Option	Installed On
Other Vendor Hoistway Door Equipment Costs	New	2,1
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)	New	2,1
Gibs	New	2,1

Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below • Column Type Swing Return for New/Existing Dover/tkE Cabs)	New	2,1
Reuse Back Box	New	2,1
Vandal Resistant Floor Buttons	New	2,1
Cast Braille Plates for Car Features	New	2,1
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	2,1
Emergency Light mounted in COP	New	2,1
2004 and later Fire Service Phase II Features (includes instructions signage)	New	2,1
Handicap Signal (Passing signal)	New	2,1
Two-way Communication Position Indicator	New	2,1
ADA Phone System integral with COP (Rath)	New	2,1
Speaker Pattern for Intercom System/ADA Phone	New	2,1
Locked Service Cabinet	New	2,1
Certificate Window	New	2,1
GFI Outlet	New	2,1
#4 Stainless Steel Finish (441)	New	2,1
Voice Annunciator (mounted in COP) • Standard features only • additional costs apply for custom features	New	2,1

Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame) • Fusion (#4 S/S (304))	New	East,West
2009 & 2010 Elevator Communications Failure add	New	East,West
Fire Service Phase I Key Switch and Signage (Plastic)	New	East,West
Hoistway Access Switch in Hall Stations	New	2,1
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	2,1
Intermediate Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame)	New	East,West

Modernization Proposal

Item Description	Option	Installed On
• Fusion (#4 S/S (304))		
Serial Boards for Hoistway Access	New	2,1
Serial Boards for Hall Lanterns/PIs	New	2,1
Serial Boards for Front Risers	New	East,West
TAC Serial Boards, Base Charge	New	East,West
Car Identification Plate (Pair)	New	2,1
Fusion Hall Lanterns (Standard) White Up/Down LEDs #4 S/S (304)	New	2,1
Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LEDs #4 S/S (304)	New	2,1

In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities at no additional cost:

TKE will modernize one elevator at a time, sequentially. TKE technicians will submit for background checks and comply with any supervision needed to access secure areas.

Vendor	Category	Description	Installed on
3North Construction	General Building	WBO	2,1

For the included cost of \$202,050, TKE will coordinate and subcontract the related building work by other trades required to meet code and pass a state inspection. The scope of work is listed below.

East Elevator

Clean up existing electrical whips

Demo:

- Existing fan unit and actuated damper
- Radiator
- Existing disconnects

Elevator Disconnect

- Heavy Duty
- Fused
- Auxiliary Contacts

Modernization Proposal



- Shunt Breaker

- Conduit and wiring to the controller

Cab Lighting Disconnect

- Heavy Duty

- Fused

- Conduit and wiring to the controller

Communication/Camera Disconnect

- Heavy Duty

- Fused

- Conduit and wiring to the controller

Telephone Line

- Install conduit and wire for telephone line

4" LED light(s) for Elevator Room

Tamper resistant GFCI(s) For Elevator Room

Install Ground Wire

Install Self Locking Self Closing Fire Rated Door for the Elevator Room

Install Fire Hat Relay

Elevator Pit Electrical Switch

4" LED light for Elevator Pit

Tamper resistant GFCI(s) For Elevator Pit

Modernization Proposal

TKE

Dedicated Non-GFCI for Sump Pit

Install New Sump pump and Sump Pit for the Elevator Pit Including Discharge Piping

Fire seal pit and hoistway

Fire Alarm Panel Programming and Pretesting

Fire Alarm Panel Testing with Inspector

West Elevator

Clean up existing electrical whips

Demo:

- Existing fan unit and actuated damper
- Radiator
- Existing disconnects

Elevator Disconnect

- Heavy Duty
- Fused
- Auxiliary Contacts
- Shunt Breaker
- Conduit and wiring to the controller

Cab Lighting Disconnect

- Heavy Duty

Modernization Proposal



- Fused

- Conduit and wiring to the controller

Communication/Camera Disconnect

- Heavy Duty

- Fused

- Conduit and wiring to the controller

Telephone Line

- Install conduit and wire for telephone line

4" LED light(s) for Elevator Room

Tamper resistant GFCI(s) For Elevator Room

Install Ground Wire

Install Self Locking Self Closing Fire Rated Door for the Elevator Room

Install Fire Hat Relay

Elevator Pit Electrical Switch

4" LED light for Elevator Pit

Tamper resistant GFCI(s) For Elevator Pit

Dedicated Non-GFCI for Sump Pit

Install New Sump pump and Sump Pit for the Elevator Pit Including Discharge Piping

Fire seal pit and hoistway

Modernization Proposal



Fire Alarm Panel Programming and Pretesting

Fire Alarm Panel Testing with Inspector

WORK BY OTHERS

CMU Block fill in place of existing exhaust fan and existing actuated damper

Installation of vestibule wall system to encompass elevator entrances

Installation of dual zone mini-split HVAC unit with (1) head unit in the vestibule and (1) head unit in the elevator machine room

Electrical connections for the HVAC units

Purchaser supplied data/ethernet connections from building network to the elevator controllers. Wiring to be ran in conduit within the elevator machine room.

Modernization Proposal

TKE

01

Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	15 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 5 Weeks

*If equipment is delivered to TKE’s staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator’s control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02

Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator’s receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Modernization Proposal

TKE

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$439,478.00
Initial progress payment:	(55%)	\$241,712.90
Material furnished:	(20%)	\$87,895.60
Total of remaining progress payments:	(25%)	\$109,869.50

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator’s financing partner (“Financing Partner”), subject to the Financing Partner’s approval and the terms of a separate financing agreement (“Financing Agreement”) between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator’s acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser’s payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing

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Partner of the right to receive payment hereunder shall not impair TK Elevator’s rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$352.00
Mechanic (OT) per hour	\$677.00
Team (Standard) per hour	\$634.00
Team (OT) per hour	\$1,219.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 12-13-2026 .

03

Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser’s execution of TK Elevator’s “Final Acceptance Form” on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator’s work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator’s software that is licensed for the Owner’s use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

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ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

- a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:
- e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services ("MMM") for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator's TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
 - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
 - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.

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- Adequate bracing of entrance frames to prevent distortion during wall construction.
- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:
 - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
 - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
 - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
 - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
 - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;

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- confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
 - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - engineering, provision and installation of methane barriers or coordination/access;
 - access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).

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- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.

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- Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
- Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal

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output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
 - b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
 - c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
 - d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
 - e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
 - f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
 - g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.
- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
 - b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
 - c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
 - d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
 - e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
 - f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
 - g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring

Modernization Proposal



Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Addendum entitled "TK Elevator Communications."

Activation of Multimedia Monitoring Service is contingent on signed acceptance of this proposal and acceptance of the attached, ongoing Service Agreement Addendum that defines the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

Modernization Proposal



- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including

Modernization Proposal



damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

Modernization Proposal

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Thirty Nine Thousand Four Hundred Seventy Eight Dollars (\$439,478.00) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Bloomington (Purchaser):	TK Elevator Corporation Management Approval
By:	By: DocuSigned by:  02F833857C51410...
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____	Lauren Sugar
(Print or Type Name)	Sales Manager

(Print or Type Title)	

(Date of Acceptance)	(Date of Execution)

This proposal has been formulated and is in compliance with Equalis contract TK Elevator / EQ-111519-03A and given unique identifying number 9573736



Service Agreement Addendum

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and City Of Bloomington (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 04-23-1998, contract number US12269 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective starting on the date of activation of the services described herein.

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Multimedia Monitoring	Price
Bloomington Police Department	Hydraulic	2	Current Selection	\$55.00
Bloomington Police Department	Hydraulic	1	Current Selection	\$55.00

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements. "Multimedia Monitoring" is selected for specific Units in the chart above and those specified Units will, through its centralized TK Elevator Communications call center, receive 7 days per week, 24 hours per day, 365 days per year dispatching service provided by TK Elevator for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all Units maintained under this Agreement that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center.

Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the affected Unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.



Service Agreement Addendum

This Multimedia Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone and any other type of audio or video communication equipment. The Purchaser retains exclusive possession and control of all of the Unit's communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of communicating with TK Elevator Communication's call center as designed.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$110.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this addendum and the Agreement will govern, even in the event of a conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized TK Elevator manager.

City Of Bloomington (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	DocuSigned by: 92F633857C51410...
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Lauren Sugar	
(Print or Type Name)		Sales Manager	

(Print or Type Title)			

(Date of Acceptance)		(Date of Execution)	

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that



Service Agreement Addendum

it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget?
TK Elevator has partnered with GreatAmerica Financial to offer financing for
Modernization Projects in the United States and Canada.

Program Details:

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000*

100% of Project Financing Available

Fixed Interest Rates

FAST Credit Approval!

Loans under \$500,000 – SAME DAY

Loans over \$500,000** – 24 to 72 Hours

Example of \$150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.
* Loans larger than \$5,000,000 may be accepted.
** All loans subject to credit approval.

Additional Information:
Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.
Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.
Not all applicants will qualify.
TK Elevator may receive compensation from GreatAmerica as part of this program.
TK Elevator is not a licensed lender and does not originate or arrange financing.
TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

ORDINANCE NO. 2025 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE
RESERVES, IN THE AMOUNT OF \$139,478**

WHEREAS, on April 14, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and ending April 30, 2026, which was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget for the Capital Improvement Fund, to utilize reserves for the Modernization of Two Elevators in the Police Department, in the Amount of \$139,478, as requested by the Public Works and Finance Departments.

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

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

SECTION 2. Ordinance No. 2025-029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and the amount presented in Exhibit A in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2025-029 shall remain in full force and effect.

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

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (139,478.00)
40100100-72520	Capital Improvement	Buildings	\$ 139,478.00
Net Transaction:			\$ -



Consent Agenda Item No. 7.H.

For City Council: November 10, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with Dewberry Engineers, Inc., for the Architectural and Engineering Services for the Fire Station #1 HVAC Replacement, in an Amount of \$60,300, 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 Dewberry Engineers, Inc., for the architectural and engineering services for the HVAC replacement at Fire Station #1. Fire Station #1 is located at 310 N. Lee St. Fire Station #1 houses 9 personnel who respond to emergency calls from two fire apparatus, one ambulance, and the Battalion Chiefs vehicle. Fire Station #1 also houses the Fire Department Administration Offices on the lower level. This Station is staffed 24 hours a day, 7 days a week.

Fire Station #1 was originally dedicated in 1973, and a large portion of the HVAC system is original to the building. The system has reached its end of life cycle, and replacement is needed. As part of the project, Dewberry Engineers will provide the prepared bid documents (removal and replacement) and construction contract administration services for the complete replacement of the HVAC system. The Request for Qualifications ("RFQ") #2025 - 32 for FY 2025 Multi-Year Architectural, Engineering, & Professional Services was used for this project. Once this portion of the project is completed, the Fire Department Staff will work with the City Legal Department on the formal bid process for the project later this budget year.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the City will enter into an agreement with Dewberry Engineers, Inc., in an amount of \$60,300. This will be paid from the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). If approved, a budget transfer will be processed to move \$60,300 from the Capital Improvement Fund-Buildings account (40100100-70051) to the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051) where the services will be paid.

Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 86, 227, 242, 252, and 253.

Attachments:

1. Resolution - #1 Station HVAC Replacement A&E

2. Resolution - Exhibit A - Agreement Dewberry Fire Station #1 HVAC

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH DEWBERRY ENGINEERS, INC.,
FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FIRE STATION #1
HVAC REPLACEMENT, IN AN AMOUNT OF \$60,300**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Dewberry Engineers, Inc., be approved for the Architectural and Engineering Services for the HVAC Replacement at Fire Station #1, located at 310 N. Lee St., ("Exhibit A"), in an amount of \$60,300 ("Project"); and

WHEREAS, the Project consists of architectural and engineering services for the complete replacement of the HVAC system and the construction contract administration services as outlined in the scope of work with Dewberry Architects, Inc.; and

WHEREAS, Fire Station #1 was originally built in 1973, and a large portion of the HVAC system is original to the building. The system has reached the end of its life cycle, and replacement is needed; 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 Contract/Agreement, and any other documents necessary to complete this transaction.

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
DEWBERRY Engineers, INC.
FOR
FIRE DEPARTMENT STATION NO. 1 HVAC**

THIS AGREEMENT, dated this ____ day of November, 2025, is between the City of Bloomington, IL (hereinafter “CITY”) and Dewberry Engineers, 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 subject to the following procurement initiative by the CITY:

Architectural, Engineering and Professional Services (RFQ #2025-32) (“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.

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 or VENDOR may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR or CITY is found to be in violation of any term or condition of this Agreement.

- ii. **VENDOR or CITY** 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 **but reasonable** discretion, that **VENDOR** is no longer able to fulfill **VENDOR's** obligations under this Agreement or **PROCUREMENT DOCUMENTS**.

Upon such termination, **CITY or VENDOR** 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. **Neither the VENDOR nor** 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 **such Party's** reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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 negligent** operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. 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. **VENDOR shall have no liability for any reuse, revision, or derivative works prepared by the CITY.**

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.

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:

Dewberry Engineers, Inc.

If to CITY:

City of Bloomington



Attn: Michael Breibach
401 SE Water St, Suite 701
Peoria, IL 61602
mbreitbach@dewberry.com

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

Copy to:
Dewberry Engineers Inc.
Attn: Legal Department
8401 Arlington Blvd.
Fairfax, VA 22031
Notices@dewberry.com

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.

City of Bloomington

Fire Station #1 – HVAC Replacement

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

DEWBERRY Engineers, INC.

By: David J Evers 

Its Vice President

By: Michael P Breitbach 

Its Senior Associate

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED



Dewberry Engineers Inc. 401 SW Water Street, Suite 701 Peoria, IL 61602	309.282.8000 309.282.8001 fax www.dewberry.com
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October 27, 2025

VIA ELECTRONIC MAIL

City of Bloomington

Attn: Mike Hartwig, Deputy Fire Chief, Bloomington Fire Department **RE:**

City of Bloomington – Fire Station #1 – HVAC Replacement Dear

Deputy Chief Hartwig,

Thank you for your interest in employing Dewberry Engineers Inc. (DEI) to provide professional services associated with the City of Bloomington – Fire Station #1 HVAC Replacement. The following proposal will define the project understanding, scope of work, and fees for the proposed improvements.

PROJECT UNDERSTANDING AND SCOPE OF WORK

DEI has completed a study that analyzed removal and replacement options for the City of Bloomington Fire Station #1 HVAC system. The study was completed on October 2nd, 2025 and was discussed with City of Bloomington personnel via a virtual meeting on October 9th, 2025. City of Bloomington staff reviewed the planning study and stated that the preferred alternative for the HVAC replacement would be a Variable Refrigerant Flow (VRF) system. The scope of services below reflects the mechanical, electrical, architectural and structural tasks that will be required to prepare bid documents and perform construction contract administration services for the installation of the new system.

SCOPE OF SERVICES:

1. Prepare bid documents for replacement of existing mechanical and electrical equipment and infrastructure as required for the new HVAC system. Bid document preparation scope of services to include:
 - a. Bid document design services to include 50% CD, 95% CD and 100 "Out for Bid" submittals. Bid documents are assumed to include construction drawings and technical specifications. Front end bid documents to be prepared by the City of Bloomington.
 - b. Mechanical/Plumbing
 - i. Provide design/construction documents (plans and technical specifications) for the removal and replacement of the HVAC system.
 - ii. Conduct site visit as necessary to determine existing conditions.
 - iii. Scope of construction assumed to include:
 1. Removal of existing dual-deck, multi-zone AHU in mechanical room.
 2. Removal of existing boilers, pumps, and accessories in mechanical room.
 3. Removal of the existing condensing unit mounted on grade on the North side of the building.
 4. Selective demolition of natural gas piping at existing boilers, as required.
 5. Removal of all above-ceiling supply and return ductwork.
 6. Removal of all ceiling mounted supply and return diffusers and grilles.
 7. Floor registers to be abandoned in place or removed, to be determined by



owner. If removed, floor is to be patched to match existing.

8. Approximately twelve (12) new VRF fan coil units, either ductless, ceiling mounted, or ducted, above ceiling.
9. Approximately two (2) VRF branch selector boxes to serve new fan coils.
10. New split-dx DOAS for ventilation air, located in the mechanical room.
11. Approximately three (3) new condensing units, located on grade in the same location as the existing condensing units.
12. Removal of existing hot water unit heaters and finned-tube heaters with electric units of the same capacity.
13. Replacement of existing general exhaust fan in the apparatus bay, if required, to be determined.
14. New controllers with graphical user interface to monitor and control new mechanical equipment.
15. New temperature sensors, as well as CO₂, humidity, CO and Nox, as required.

c. Electrical

- i. Conduct site visit/survey of existing electrical conditions.
- ii. Provide demolition planning and proposed improvement electrical drawings for the removal of existing HVAC equipment and electrical connections to new HVAC equipment.

d. Architectural

- i. The VRF alternative requires the abandonment of the existing floor duct works and registers. Architectural services are required to modify existing building features to accommodate the installation of proposed duct work.
- ii. Model existing walls, ceilings, floors and roof conditions of the existing Fire Station #1.
- iii. Attend one (1) site visit to verify existing conditions.
- iv. Provide standard plan sheets including project cover sheet, code plan sheet and reflected ceiling plans.
- v. Provide technical specifications for the architectural construction items including selective demolition, acoustical ceiling panels, etc. as required.

e. Structural

- i. Provide limited structural engineering services to review up to one (1) existing bar joist for the proposed exhaust fan replacement. Review will be based off the existing structural drawings that have been made available.
- ii. Consult with Owner to determine specific requirements.
- iii. Coordination with the Mechanical Engineer on equipment locations, sizes, and weights.
- iv. Determine wind and snow loading around new units as required.
- v. Formulation of structural design criteria based on the current 2018 International Building Code per the governing jurisdiction.

2. Limited bidding and construction contract administration services to include:

- a. Attend Pre-Bid Meeting.
- b. Provide answers to bidder questions. Prepare addendum as required to clarify bid documents.
- c. Review shop drawings and material submittals. Assume a maximum of two (2) reviews per submittal.
- d. Provide responses to Requests for Information (RFIs)
- e. Perform one (1) punch-list site visit.

3. Assumptions and Exclusions

- a. City of Bloomington to prepare “front end” bid documents. Dewberry will be responsible to

City of Bloomington

Fire Station #1 – HVAC Replacement

- provide bid drawings and technical specifications.
- b. Opinions of Probable Construction Cost is excluded from this scope of services.
- c. Asbestos testing and remediation are excluded.

- d. Structural site visits to review existing conditions or collect field data is excluded. It is assumed that existing drawings will be sufficient to conduct the structural due diligence work.
- e. Complete design and construction documents of modifications or reinforcement of the existing structure is not included in the scope of services.
- f. Specification of new lighting fixtures is excluded. It is assumed that any impacted existing lighting fixtures will be removed and re-installed.
- g. Utility company rebate assistance is excluded.
- h. It is assumed that existing electrical service and distribution equipment is sufficient to accommodate new mechanical equipment.
- i. Commissioning services are excluded. Building commissioning is likely to be required under the International Energy Conservation Code (IECC), and it is recommended that the building owner contract with a qualified commissioning authority.

COMPENSATION

The City shall pay Dewberry for the services performed under this agreement at the Lump Sum Fee as defined in the Master Services Agreement (approved 11/22/2022) with the total not to exceed \$60,300 unless modifications to the project scope are authorized in writing by the City.

Should you have any questions or comments regarding this proposal, contact Mike Breitbach at 309.282.8164 or through email: mbreitbach@dewberry.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Breitbach", with a long horizontal flourish extending to the right.

Michael Breitbach, P.E.

EXHIBIT B
COSTS/FEES

City of Bloomington

Fire Station #1 – HVAC Replacement



Consent Agenda Item No. 7.I.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Liability Settlement Agreement with Claimant Jaylin Bones, for Injuries Claimed to be Caused by the Actions of the Bloomington Police Department, in an Amount of \$50,000, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: A lawsuit was filed by Jaylin Bones, claiming to have incurred injuries caused by the actions of the Bloomington Police Department. The City maintains a denial of liability; however, it is pursuing a settlement to mitigate future estimated costs of defense.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the \$50,000 will be paid by our third-party Claims Administrator from the City's escrow account.

Attachments:

1. Resolution - Bones

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A LIABILITY SETTLEMENT AGREEMENT WITH CLAIMANT JAYLIN BONES, FOR INJURIES CLAIMED TO BE CAUSED BY THE ACTIONS OF THE BLOOMINGTON POLICE DEPARTMENT, IN AN AMOUNT OF \$50,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending a settlement agreement be approved in the amount of \$50,000; and

WHEREAS, A lawsuit was filed by Jaylin Bones claiming to have incurred injuries caused by the actions of the Bloomington Police Department.

WHEREAS, the City of Bloomington maintains a denial of liability, however, it is pursuing a settlement to mitigate future estimated costs of defense.

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



Consent Agenda Item No. 7.J.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving Two Easement Agreements for the Crossing Over the Evergreen Lake Transmission Main Along Mclean County Highway 8 (aka E. 2500 North Rd.) with a Solar Development's Entrance, as requested by the Water Department.

Recommended Motion: Approval of ordinance as presented.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 2b. Quality water for the long term

Background: If approved, the City will enter into Crossing Agreements with Hudson Twp Solar, LLC, and Hudson Twp II Solar, LLC ("Solar Developer"). The City controls a utility easement located on a portion of the property more particularly described and depicted in Ordinance Exhibit B attachment. The Solar Developer intends to construct and maintain a gravel access road for purposes of accessing the Solar Development (the "Access Road") and install certain overhead electrical transmission lines containing electrical conductors and communications wires (the "Transmission Facilities", and, together with the Access Road, collectively, the "Crossing Facilities"). Solar Developer shall exercise due care during construction, use, and maintenance of the Crossing Facilities to avoid damage to the Watermain Facilities. Any damage caused to the Watermain Facilities as a result of the Solar Developer's activities shall be promptly repaired by the City at the Solar Developer's sole expense. The determination of whether damage to the Watermain Facilities has resulted from the Solar Developer's activities shall be made solely by the City in its reasonable discretion. The Solar Developer shall maintain a bond in the minimum amount of at least \$50,000 from which the City may draw for reimbursement of expenses incurred for the repair of the Watermain Facilities, if applicable.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance - Crossing Easement
2. Ordinance - Exhibit C - Hudson Crossing Agreement
3. Ordinance - Exhibit D - Hudson II Crossing Agreement

ORDINANCE 2025 - ____

AN ORDINANCE APPROVING TWO EASEMENT AGREEMENTS FOR THE CROSSING OVER THE EVERGREEN LAKE TRANSMISSION MAIN ALONG MCLEAN COUNTY HIGHWAY 8 (AKA E. 2500 NORTH RD.) WITH A SOLAR DEVELOPMENT'S ENTRANCE

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

WHEREAS, the City has constructed and maintains a watermain, together with all appurtenances thereto ("Watermain Facilities"), attached as Ordinance Exhibit A, on the real property ("Property") described on Ordinance Exhibit B, owned by Robert D. Whitwood Jr., Trustee of the Robert D. Whitwood, Jr. Revocable Trust ("Owner"), dated July 8, 2024; and

WHEREAS, Hudson Twp Solar, LLC, and Hudson Twp II Solar, LLC ("Solar Developer") and Owner are parties to a certain Option and Ground Lease ("Lease") dated as of June 25, 2024; and

WHEREAS, pursuant to the Lease, Owner intends to lease all, or a portion of that certain real property to Solar Developer for the development of a solar farm (the "Solar Development"); and

WHEREAS, Solar Developer intends to: (i) construct and maintain a gravel access road for purposes of accessing the Solar Development (the "Access Road"); and (ii) install certain overhead electrical transmission lines containing electrical conductors and communications wires (the "Transmission Facilities", and together with the Access Road, collectively, the "Crossing Facilities"); and

WHEREAS, the City wishes to consent to Solar Developer constructing, using, and maintaining the Crossing Facilities subject to the conditions contained within the proposed Crossing Agreements with Hudson Twp Solar, LLC (Ordinance Exhibit C), and Hudson Twp II Solar, LLC (Ordinance Exhibit D); and

WHEREAS, the City Council wishes to authorize the City Manager to approve and accept said crossing of the Watermain Facilities and enter into the Crossing Agreements.

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

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

SECTION 2. The Crossing Agreements are hereby approved, and the City Manager is authorized to execute the same.

SECTION 3. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article 7, Section 6 of the 1970 Illinois Constitution.

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

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

PASSED this 10th day of November 2025.

APPROVED this ____ day of November 2025.

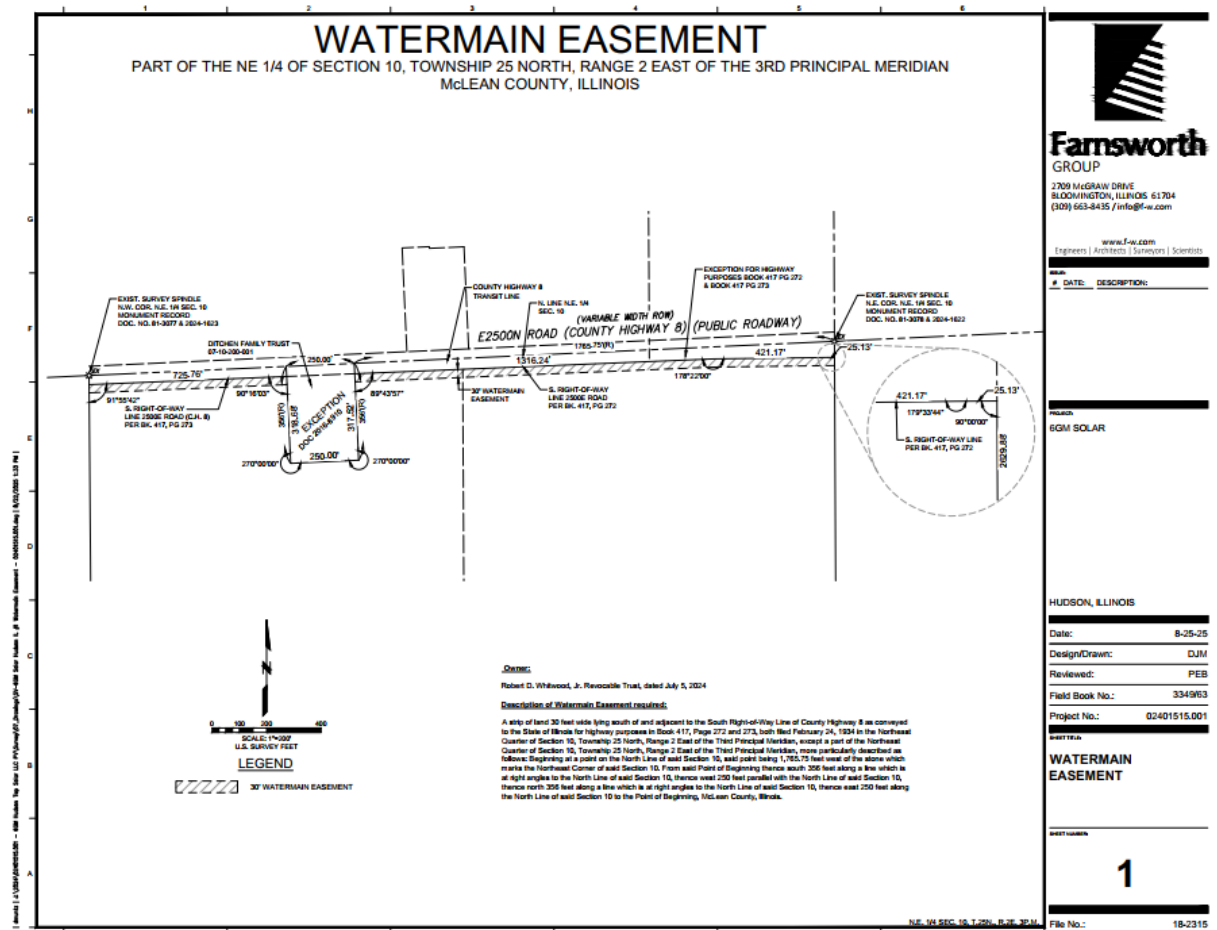
CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE EXHIBIT A



Farnsworth
GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-g.com

www.f-g.com
Engineers | Architects | Surveyors | Scientists

DATE: DESCRIPTION:

60M SOLAR

HUDSON, ILLINOIS

Date: 8-25-25

Design/Drawn: DJM

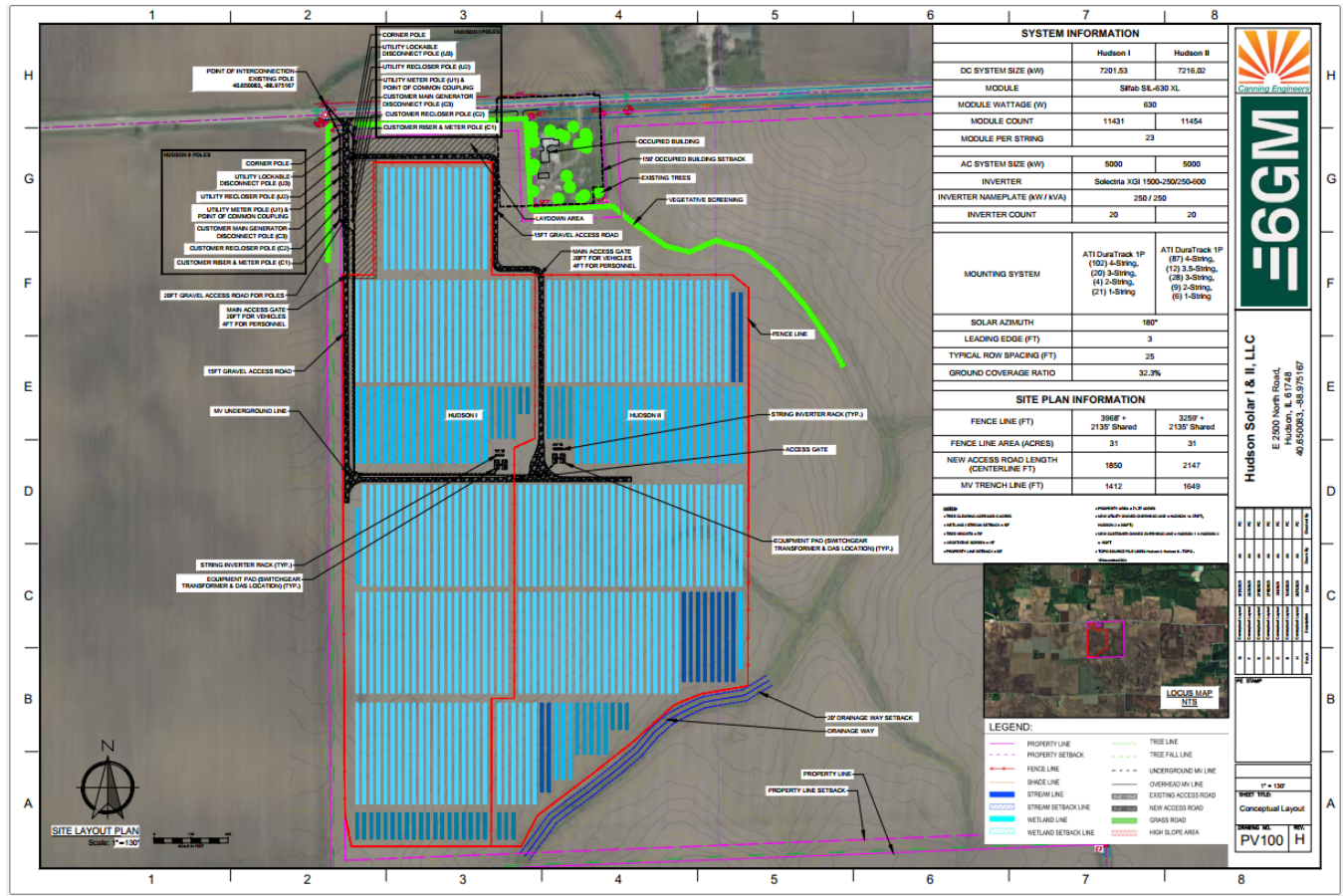
Reviewed: PEB

Field Book No.: 3349W3

Project No.: 02401515.001

18-2315

ORDINANCE EXHIBIT B



ORDINANCE EXHIBIT C

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Norton Rose Fulbright LLP
1045 W. Fulton Market, Suite 1200
Chicago, Illinois 60607
Attention: Christine Fernandez Owen

CROSSING AGREEMENT

This Crossing Agreement (this “Agreement”) is made and entered into this ____ day of October, 2025, by and between the CITY OF BLOOMINGTON, an Illinois municipal corporation (the “City”), and HUDSON TWP SOLAR LLC, an Illinois limited liability company (“Solar Developer”).

RECITALS

WHEREAS, Solar Developer and Robert D. Whitwood Jr., Trustee of the Robert D. Whitwood, Jr. Revocable Trust, dated July 8, 2024 (“Owner”) are parties to that certain Option and Ground Lease dated as of May 29, 2024 (as may be amended from time to time, the “Lease”);

WHEREAS, pursuant to the Lease, Owner intends to lease all or a portion of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”) to Solar Developer for the development of a solar farm (the “Solar Development”);

WHEREAS, the City controls a utility easement located on a portion of the Property more particularly described and depicted in Exhibit B attached hereto and incorporated herein (the “Easement Area”), granted by that certain Easement granted by Owner, dated as of _____, 2025 and recorded with the Office of the Recorder of Deeds of McLean County, Illinois (the “Recorder”) on _____, 2025 as document no. _____ (the “Easement Agreement”);

WHEREAS, the City has constructed and maintains a watermain, together with all appurtenances thereto (the “Watermain Facilities”) within the Easement Area; and

WHEREAS, Solar Developer intends to (i) construct and maintain a gravel access road for purposes of accessing the Solar Development (the “Access Road”) and (ii) install certain overhead electrical transmission lines containing electrical conductors and communications wires (the

“Transmission Facilities”, and together with the Access Road, collectively, the “Crossing Facilities”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and incorporating the foregoing recitals as material terms of this Agreement, the parties agree as follows:

1. Approval of Crossing Facilities.

a. The City hereby consents to Solar Developer constructing, using, and maintaining the Crossing Facilities within the Easement Area, subject to the following conditions:

i. The City hereby approves of and consents to the design and location of the Access Road as described and depicted on Exhibit C attached hereto and incorporated herein. To the extent there are material modifications to the design and location of the Access Road, such modifications must be approved in writing by the City engineer or designee prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed.

ii. The City hereby approves of and consents to the design and location of the Transmission Facilities as described and depiction on Exhibit C attached hereto and incorporated herein. To the extent there are material modifications to the design and location of the Transmission Facilities, such modifications must be approved in writing by the City engineer or designee prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed.

iii. The Crossing Facilities shall not interfere with the operation, access to, or maintenance of the existing watermain; provided, however, that to the extent the City engineer or designee has approved of and consented to the design and location of the Crossing Facilities (as required by Section 1(a)(i) and Section 1(a)(ii) above), the existence of such Crossing Facilities shall not constitute interference with the operation, access to, or maintenance of the existing watermain.

iv. Solar Developer shall bear all costs related to the construction, maintenance, and repair of the Crossing Facilities.

v. Solar Developer shall not place any structure or other permanent improvement (other than the Crossing Facilities) within the Easement Area without the prior written consent of the City.

2. Protection of the Watermain Facilities.

a. Solar Developer shall exercise due care during construction, use and maintenance of the Crossing Facilities to avoid damage to the Watermain Facilities. Any damage caused to the Watermain Facilities as a result of Solar Developer’s activities shall be promptly repaired by the City at the Solar Developer’s sole expense. The determination of whether damage to the

Watermain Facilities has resulted from Solar Developer's activities shall be made solely by the City in its reasonable discretion.

b. Solar Developer shall maintain a bond in the minimum amount of at least \$50,000.00 from which the City may draw for reimbursement of expenses incurred for the repair of the Watermain Facilities, if applicable. The bond shall be maintained for the term of the Lease.

3. No Interference.

a. Solar Developer shall not take or otherwise permit the taking of any action within the Easement Area that would unreasonably interfere with the City's rights under this Agreement. The City retains the right to temporarily interfere with Solar Developer's use and enjoyment of the Crossing Facilities to the extent reasonably necessary to perform emergency repairs or maintenance to the Watermain Facilities or install permanent improvements in connection therewith.

4. Indemnification.

a. To the extent allowed by law, Solar Developer shall indemnify and hold the Grantor harmless from and against any claims, damages, or liabilities arising from the Solar Developer's use of the Easement Area, except to the extent caused by the negligence or willful misconduct of the City, its agents, appointees, invitees, employees or representatives.

5. Assignment.

a. Solar Developer may assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the City to any affiliate or subsidiary of Solar Developer or as security for or in connection with a financing or other financial arrangement related to the Property and/or the Solar Development. Except as set forth in this Section 5, Solar Developer may not otherwise assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Any assignment permitted hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment without the City's prior written consent, for which the City's prior written consent is required as set forth in this Section 5, shall be null and void.

6. Binding Effect.

a. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Conflicting Terms.

a. In the event of any conflict or inconsistency between the terms of this Agreement and the Easement Agreement, the terms of this Agreement shall control unless expressly stated otherwise in the Easement Agreement.

8. Recording.

a. This Agreement shall be recorded in the Office of the Recorder of Deeds of McLean County, Illinois, and shall constitute notice to all subsequent owners, lessees, and occupants of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF BLOOMINGTON,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

SOLAR DEVELOPER:

HUDSON TWP SOLAR LLC,
an Illinois limited liability company

By: 
Name: Peter McAuliffe
Title: Owner

EXHIBIT A – Legal Description of Property
EXHIBIT B – Legal Description and Depiction of Easement Area
EXHIBIT C – Description and Depiction of Crossing Facilities

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE EAST¹/₂ OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS; AND, THE WEST¹/₂ OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION CONVEYED ON DECEMBER 4, 1933 TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, AND ALSO EXCEPT A PART OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING 1,765.75 FEET WEST OF THE STONE WHICH MARKS THE NORTHEAST CORNER OF SAID SECTION 10. FROM SAID POINT OF BEGINNING THENCE SOUTH 356 FEET ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 10, THENCE WEST 250 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION 10, THENCE NORTH 356 FEET ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 10, THENCE EAST 250 FEET ALONG THE NORTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING, SITUATED IN MCLEAN COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 07-10-200-005

EXHIBIT B

LEGAL DESCRIPTION/DEPICTION OF EASEMENT AREA

PART OF THE NE 1/4 OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN
McLEAN COUNTY, ILLINOIS



2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

Engineers | Architects | Surveyors | Scientists
www.f-w.com

	#	DATE:	DESCRIPTION:
ISSUE:			

PROJECT: SGM SOLAR

HUDSON, ILLINOIS

Date: 8-25-25

Design/Drawn: DJM

Reviewed:	PEB
-----------	-----

Field Book No.: 3349/63

Project No.: 02401515.001

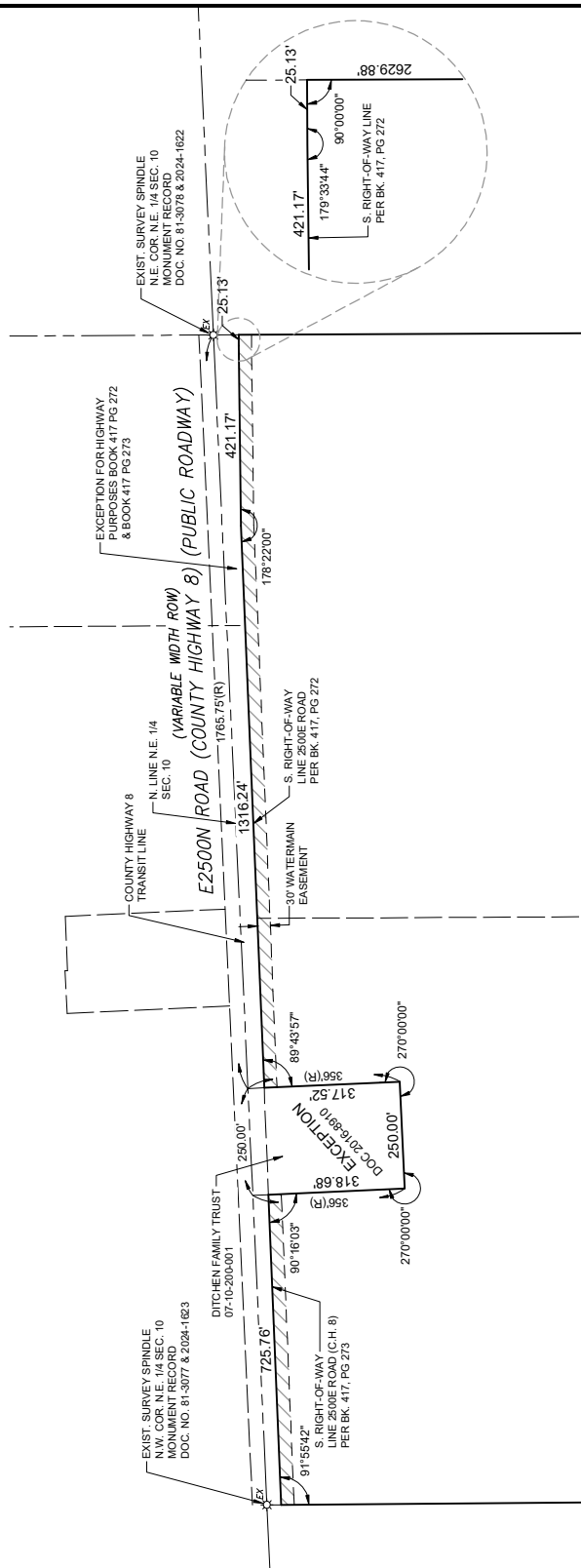
SHEET TITLE:
**WATERMAIN
EASEMENT**

SHEET NUMBER:

→

File No.:

N.E. 1/4 SEC. 10, T.25N., R.2E. 3P.M.

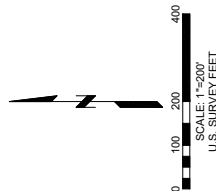


Owner:

Robert D. Whitwood, Jr. Revocable Trust, dated July 5, 2024

Description of Watermain Easement required:

A strip of land 30 feet wide (Ving south) and adjacent to the South Right-of-Way Line of County Highway 8 as conveyed by the State of Illinois for various purposes in Book 417, Page 272 and 273, both dated February 24, 1934 in the Northeast Quarter of Section 10, Township 25 North, Range 2 East of the Third Principal Meridian, except a portion of the Northeast Quarter of Section 10, Township 25 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at a point on the North Line of said Section 10, said point being 1,765.75 feet along the same which marks the Northeast Corner of said Section 10; From said Point commencing thence south 336 feet along the same which is the West Line of said Section 10; Then north 336 feet along the same which is the North Line of said Section 10; Thence east 250 feet along the North Line of said Section 10 to the Point of beginning, McLean County, Illinois.



LEGEND



30' WATERMAIN EASEMENT

EXHIBIT C

DESCRIPTION AND DEPICTION OF CROSSING FACILITIES



ORDINANCE EXHIBIT D

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Norton Rose Fulbright LLP
1045 W. Fulton Market, Suite 1200
Chicago, Illinois 60607
Attention: Christine Fernandez Owen

CROSSING AGREEMENT

This Crossing Agreement (this “Agreement”) is made and entered into this ____ day of October, 2025, by and between the CITY OF BLOOMINGTON, an Illinois municipal corporation (the “City”), and HUDSON TWP II SOLAR LLC, an Illinois limited liability company (“Solar Developer”).

RECITALS

WHEREAS, Solar Developer and Robert D. Whitwood Jr., Trustee of the Robert D. Whitwood, Jr. Revocable Trust, dated July 8, 2024 (“Owner”) are parties to that certain Option and Ground Lease dated as of June 25, 2024 (as may be amended from time to time, the “Lease”);

WHEREAS, pursuant to the Lease, Owner intends to lease all or a portion of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”) to Solar Developer for the development of a solar farm (the “Solar Development”);

WHEREAS, the City controls a utility easement located on a portion of the Property more particularly described and depicted in Exhibit B attached hereto and incorporated herein (the “Easement Area”), granted by that certain Easement granted by Owner, dated as of _____, 2025 and recorded with the Office of the Recorder of Deeds of McLean County, Illinois (the “Recorder”) on _____, 2025 as document no. _____ (the “Easement Agreement”);

WHEREAS, the City has constructed and maintains a watermain, together with all appurtenances thereto (the “Watermain Facilities”) within the Easement Area; and

WHEREAS, Solar Developer intends to (i) construct and maintain a gravel access road for purposes of accessing the Solar Development (the “Access Road”) and (ii) install certain overhead electrical transmission lines containing electrical conductors and communications wires (the

“Transmission Facilities”, and together with the Access Road, collectively, the “Crossing Facilities”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and incorporating the foregoing recitals as material terms of this Agreement, the parties agree as follows:

1. Approval of Crossing Facilities.

a. The City hereby consents to Solar Developer constructing, using, and maintaining the Crossing Facilities within the Easement Area, subject to the following conditions:

i. The City hereby approves of and consents to the design and location of the Access Road as described and depicted on Exhibit C attached hereto and incorporated herein. To the extent there are material modifications to the design and location of the Access Road, such modifications must be approved in writing by the City engineer or designee prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed.

ii. The City hereby approves of and consents to the design and location of the Transmission Facilities as described and depiction on Exhibit C attached hereto and incorporated herein. To the extent there are material modifications to the design and location of the Transmission Facilities, such modifications must be approved in writing by the City engineer or designee prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed.

iii. The Crossing Facilities shall not interfere with the operation, access to, or maintenance of the existing watermain; provided, however, that to the extent the City engineer or designee has approved of and consented to the design and location of the Crossing Facilities (as required by Section 1(a)(i) and Section 1(a)(ii) above), the existence of such Crossing Facilities shall not constitute interference with the operation, access to, or maintenance of the existing watermain.

iv. Solar Developer shall bear all costs related to the construction, maintenance, and repair of the Crossing Facilities.

v. Solar Developer shall not place any structure or other permanent improvement (other than the Crossing Facilities) within the Easement Area without the prior written consent of the City.

2. Protection of the Watermain Facilities.

a. Solar Developer shall exercise due care during construction, use and maintenance of the Crossing Facilities to avoid damage to the Watermain Facilities. Any damage caused to the Watermain Facilities as a result of Solar Developer’s activities shall be promptly repaired by the City at the Solar Developer’s sole expense. The determination of whether damage to the

Watermain Facilities has resulted from Solar Developer's activities shall be made solely by the City in its reasonable discretion.

b. Solar Developer shall maintain a bond in the minimum amount of at least \$50,000.00 from which the City may draw for reimbursement of expenses incurred for the repair of the Watermain Facilities, if applicable. The bond shall be maintained for the term of the Lease.

3. No Interference.

a. Solar Developer shall not take or otherwise permit the taking of any action within the Easement Area that would unreasonably interfere with the City's rights under this Agreement. The City retains the right to temporarily interfere with Solar Developer's use and enjoyment of the Crossing Facilities to the extent reasonably necessary to perform emergency repairs or maintenance to the Watermain Facilities or install permanent improvements in connection therewith.

4. Indemnification.

a. To the extent allowed by law, Solar Developer shall indemnify and hold the Grantor harmless from and against any claims, damages, or liabilities arising from the Solar Developer's use of the Easement Area, except to the extent caused by the negligence or willful misconduct of the City, its agents, appointees, invitees, employees or representatives.

5. Assignment.

a. Solar Developer may assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the City to any affiliate or subsidiary of Solar Developer or as security for or in connection with a financing or other financial arrangement related to the Property and/or the Solar Development. Except as set forth in this Section 5, Solar Developer may not otherwise assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Any assignment permitted hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment without the City's prior written consent, for which the City's prior written consent is required as set forth in this Section 5, shall be null and void.

6. Binding Effect.

a. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Conflicting Terms.

a. In the event of any conflict or inconsistency between the terms of this Agreement and the Easement Agreement, the terms of this Agreement shall control unless expressly stated otherwise in the Easement Agreement.

8. Recording.

a. This Agreement shall be recorded in the Office of the Recorder of Deeds of McLean County, Illinois, and shall constitute notice to all subsequent owners, lessees, and occupants of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF BLOOMINGTON,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

SOLAR DEVELOPER:

HUDSON TWP II SOLAR LLC,
an Illinois limited liability company

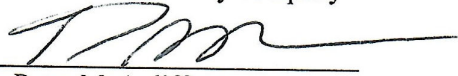
By: 
Name: Peter McAuliffe
Title: Owner

EXHIBIT A – Legal Description of Property
EXHIBIT B – Legal Description and Depiction of Easement Area
EXHIBIT C – Description and Depiction of Crossing Facilities

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE EAST¹/₂ OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS; AND, THE WEST¹/₂ OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION CONVEYED ON DECEMBER 4, 1933 TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, AND ALSO EXCEPT A PART OF THE NORTHEAST¹/₄ OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING 1,765.75 FEET WEST OF THE STONE WHICH MARKS THE NORTHEAST CORNER OF SAID SECTION 10. FROM SAID POINT OF BEGINNING THENCE SOUTH 356 FEET ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 10, THENCE WEST 250 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION 10, THENCE NORTH 356 FEET ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 10, THENCE EAST 250 FEET ALONG THE NORTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING, SITUATED IN MCLEAN COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 07-10-200-005

EXHIBIT B

LEGAL DESCRIPTION/DEPICTION OF EASEMENT AREA

WATERMAIN EASEMENT

PART OF THE NE 1/4 OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN
MCLEAN COUNTY, ILLINOIS



Farnsworth
GROUP

2705 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

DATE: DESCRIPTION:

PROJECT:
6GM SOLAR

HUDSON, ILLINOIS

Date: 8-25-25
Design/Drawn: DJM
Reviewed: PEB
Field Book No.: 3349/63
Project No.: 02401515.001
SHEET TITLE:

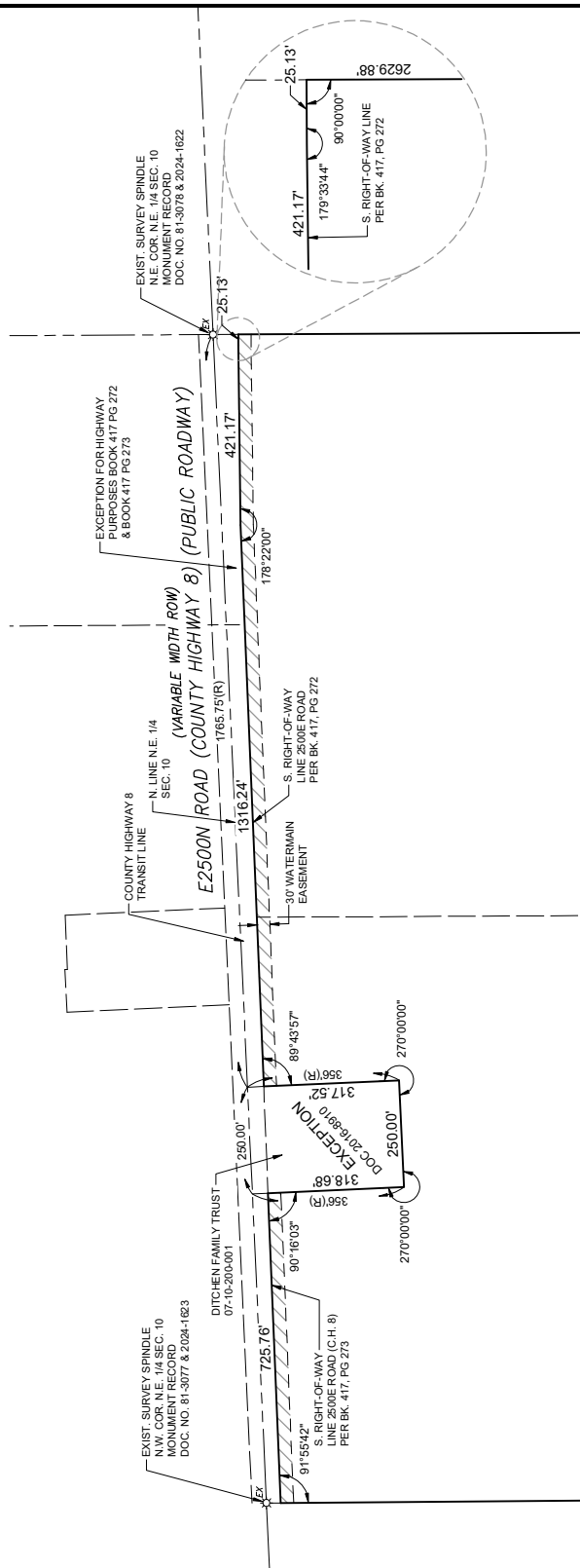
**WATERMAIN
EASEMENT**

SHEET NUMBER

1

File No.:

18-2315



Owner:

Robert D. Whitwood, Jr. Revocable Trust, dated July 5, 2024

Description of Watermain Easement required:

A strip of land 30 feet wide lying south of and adjacent to the South Right-of-Way Line of County Highway 8 as conveyed to the State of Illinois for highway purposes in Book 417, Page 272 and 273, both filed February 24, 1924 in the Northeast Quarter of Section 10, Township 25 North, Range 2 East of the Third Principal Meridian, except a part of the Northeast Quarter of Section 10, Township 25 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: A strip of land 30 feet wide lying south of and adjacent to the South Right-of-Way Line of County Highway 8, which marks the Northeast Corner of said Section 10. From said Point of Beginning, thence south 356 feet along a line which is at right angles to the North Line of said Section 10, thence west 250 feet parallel with the North Line of said Section 10, thence north 356 feet along a line which is at right angles to the North Line of said Section 10, thence east 250 feet along the North Line of said Section 10 to the Point of Beginning, McLean County, Illinois.



SCALE: 1"=200'
U.S. SURVEY FEET

LEGEND



30' WATERMAIN EASEMENT

N.E. 1/4 SEC. 10, T.25N., R.2E. 3P.M

EXHIBIT C

DESCRIPTION AND DEPICTION OF CROSSING FACILITIES



Consent Agenda Item No. 7.K.

For City Council: November 10, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving a Special Use Permit for an Accessory Dwelling Unit for the Property Commonly Known as 501 E. Olive Street (PIN: 21-04-457-001), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4c. Preservation of property/home valuations

Background: The Applicant seeks a Special Use Permit to allow an Accessory Dwelling Unit ("ADU"), per §44-908C, which indicates ADUs may be permitted as Special Uses in any Zoning District. The Applicant proposes to construct a 430 square foot ADU by converting part of the existing detached garage on the property. According to the Applicant, the ADU is being designed as a single-story, ADA-compliant premises to allow her elderly mother to live on the same property where she resides. The complete staff report, including Applicant attachments, is available in the Zoning Board of Appeals agenda packet at <https://bloomingtonil.portal.civicclerk.com/event/1136/files/agenda/6912>.

On October 15, 2025, the Zoning Board of Appeals held a public hearing, found that the request met all the standards for approval of a Special Use Permit, and recommended that City Council approve the permit by a vote of 7-0-0.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on September 25, 2025. Courtesy notices were mailed to 104 property owners within 500 feet of the subject property.

Financial Impact: N/A

Attachments:

1. Ordinance - ADU at 501 E. Olive St.
2. Ordinance - Exhibit B - ADU E. Olive St. Site Plan
3. ZBA Findings of Fact - SP-05-25

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT FOR THE PROPERTY COMMONLY KNOWN AS 501 E. OLIVE STREET (PIN: 21-04-457-001)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for an Accessory Dwelling Unit (“ADU”), in the R-2 (Mixed Residence) District (“REQUEST”), for the property located at 501 E. Olive Street, legally described in Exhibit A (“PROPERTY”); and

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

WHEREAS, the Zoning Board of Appeals (“ZBA”), after proper notice was given, conducted a public hearing on said REQUEST, on October 15, 2025; and

WHEREAS, the ZBA, following said public hearing, made findings of fact that such REQUEST did meet the standards for granting a Special Use Permit as set forth in Bloomington City Code §44-1707; and

WHEREAS, the ZBA unanimously voted to recommend that Council approve this Ordinance; and

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

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

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

SECTION 2. The City Council hereby adopts the Findings of Fact of the ZBA, and the Special Use Permit for an ADU on the PROPERTY at 501 E. Olive Street is hereby approved.

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

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

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

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

PASSED this 10th day of November 2025.

APPROVED this _____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

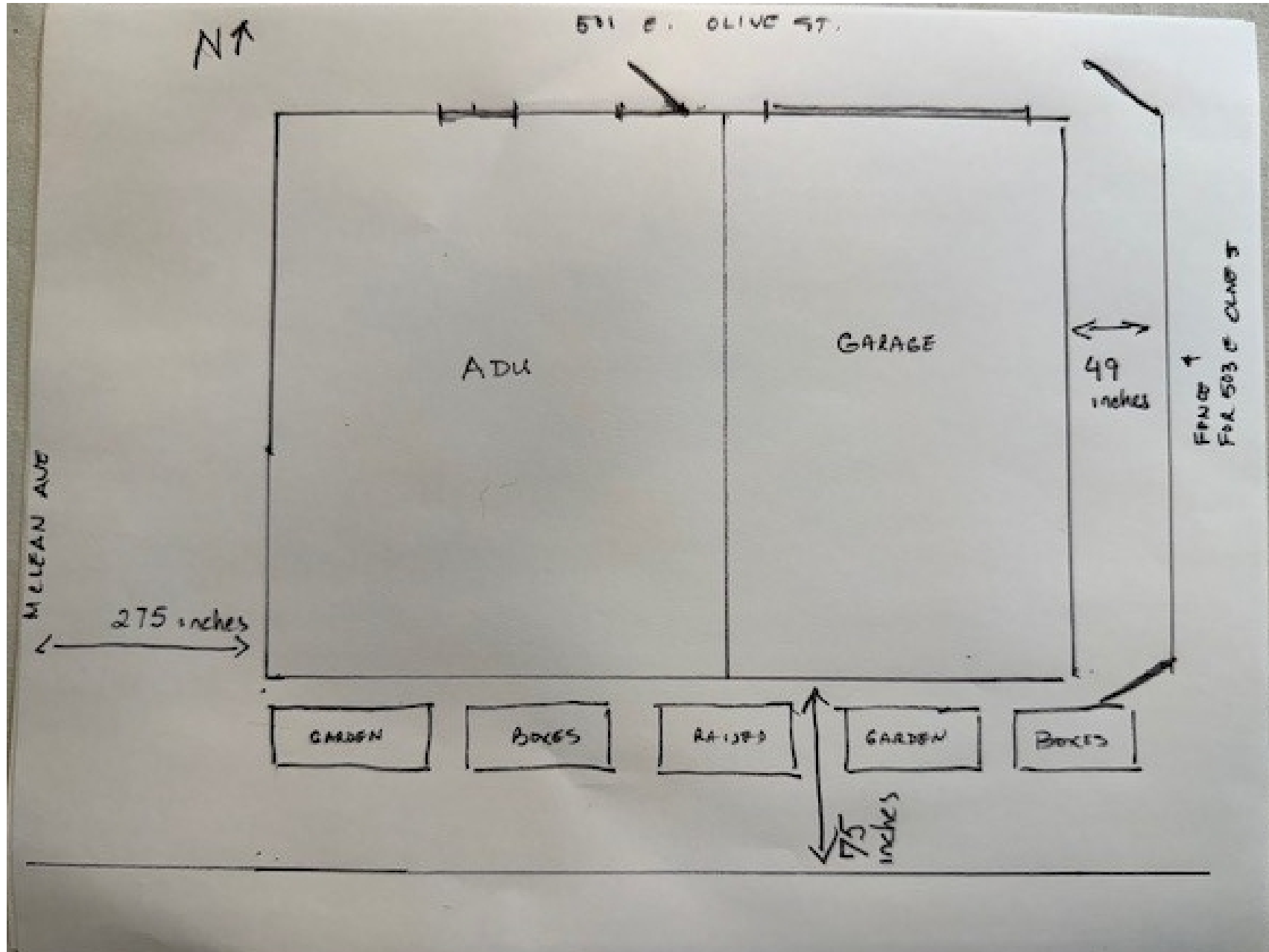
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A part of Block "B" in Evans' Third Addition to the City of Bloomington,
according to the Plat thereof recorded January 13, 1869 in Plat Book 3, Page
108, described as follows: Commencing at the Northwest Corner of said Block
"B," thence South on West line of said Block 120 feet, thence East 56 feet,
thence North 120 feet, thence West on the North line of said Block 56 feet to the
place of beginning.

PIN: 21-04-457-001

EXHIBIT B



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (ZBA) concerning a request from **Julia Sutherland** (APPLICANT), in case **SP-05-25** for approval of a Special Use Permit for an Accessory Dwelling Unit (ADU) in the R-2 (Mixed Residence) District (REQUEST).

The request is related to the property(s): **501 E. Olive Street** (21-04-457-001) (PROPERTY).

After proper notice was given, as required by law, the ZBA held a public hearing(s) on this case on **October 15, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, the ZBA makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the ZBA as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR THE APPROVAL OF SPECIAL USE PERMITS:

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

The conforming detached garage was already included in the original purchase of the property and no structural expansion is proposed. Additional residential occupancy in a neighborhood already populated by moderate-density single, two-family, and multiple-family conversion dwellings should not be negatively impacted by the addition of one studio dwelling unit. Concerns about the potential impact of absentee landlords are not relevant since ADUs are tied to owner occupancy of the primary residence.

By right, the Applicant could construct a “Rooming Unit” which includes a bedroom and bathroom, but not kitchen facilities, which would prevent a disabled resident from occupying the property without significant alternation of the primary residence.

The ADU meets bulk requirements for the District. The use is not intended for the public and traffic is not expected to increase. *Standard is met.*

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

The proposed ADU sits within the fenced property. There is no change to the original footprint of the property, or the garage, externally. An incremental increase in residential use in an existing structure—that does not alter the ability to occupy the main structure as a single-family dwelling or the view of the property from the public right of way—should not negatively impact even the immediately adjacent properties. The proposed

Special Use can be expected to maintain property values since allowing owners (and/or their family) to age in place encourages continuing owner occupancy. *Standard is met.*

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

All changes are internal to the existing structures and those structures have all the expected/required setbacks. The proposed use is consistent with the character of other uses in the area and the ADU is inextricably linked to the primary residence can be expected to have minimal impact on the neighborhood. The addition of this Use would not result in any violations of standards for the R-2 District. *Standard is met.*

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

The existing garage has all utilities (gas, electric) already available and attached to the main residence. City water and sewer already serve the property; roadway access is existing. The ADU will receive water and sewer service through the main house and will not receive a separate street or sub-unit address, or require separate solid waste service. A second electric service may be permitted. *Standard is met.*

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

Adequate measure have been taken. Ingress and egress will be provided via the existing curb cut on E. Olive Street, with both dwellings accessing such via a shared driveway. Both required parking spaces have been accommodated on the property itself; one in front of the ADU on the drive/parking area, and one within the remaining garage itself. *Standard is met.*

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

The Use meets all other standards for the District, including provisions for height and setback, and will be required to comply with normal performance standards. *Standard is met.*

7. All provisions specific to Accessory Dwelling Units, listed in § 44-908E, are met.

- The subject ADU is being constructed by the property owner who lives in the single-family detached property as her primary residence.
- The primary structure of the property is a two-story, 2,000+ square foot home; the proposed single-story ADU is approximately 430 square feet.
- The existing garage structure to be converted into an ADU is at least 10-feet from the primary structure and at least three (3) feet from all property lines.

- The proposed ADU is detached so no entrances are proposed for the primary structure.
- No alley is present adjacent to this property. The primary residence and ADU will be accessed via a shared driveway with single curb-cut from Olive Street.
- Two parking spaces have been identified; one for the primary structure and one for the ADU.
- The detached accessory structure being partially converted into an ADU is existing and is similar in character to the primary structure; no exterior architectural changes are proposed.

After considering all the evidence and testimony presented, the ZBA finds that the REQUEST meets all of the standards for approval of a Special Use Permit, as listed in § 44-1707H.

Therefore, the ZBA recommends that the REQUEST for a Special Use Permit for an ADU for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Woods; Steinkoenig; Williams; Ballantini; Harris; Welch; Poling

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Board Chair

10/22/2025 | 1:10 PM PDT

Date



Consent Agenda Item No. 7.L.

For City Council: November 10, 2025

Ward Impacted: Ward 4

Subject: Consideration and Action on an Ordinance Approving a Special Use Permit for a Mini Warehouse with Waivers of Use Provisions for the Property Commonly Known as 1402 E. Empire Street (PIN: 14-35-354-012), 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 seeks a Special Use Permit to allow conversion of an existing building to a Mini Warehouse, per §44-502B, which indicates Mini Warehouses may be allowed as Special Uses in the B-1 (General Commercial) District. Reductions of the Fencing and Landscaping Use Provisions are being requested due to site conditions. The Applicant proposes to operate the existing ~4,300 square-foot building as a nine-unit self-storage facility.

The complete staff report, including Applicant attachments, is available in the Zoning Board of Appeals agenda packet

at <https://bloomingtonil.portal.civicclerk.com/event/1136/files/agenda/6912>.

On October 15, 2025, the Zoning Board of Appeals held a public hearing, found that the request met all the standards for review for granting a Special Use Permit, and recommended that City Council approve the permit by a vote of 7-0-0 with two Conditions and two Waivers of Use Provisions. Those Conditions have since been addressed, and the proposed Ordinance includes the required content, rather than conditional approval.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on September 30, 2025. Courtesy notices were mailed to 56 property owners within 500 feet of the subject property.

Financial Impact: N/A

Attachments:

1. Ordinance with Exhibits SP-06-25
2. SP-06-25 Findings of Fact

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A MINI WAREHOUSE WITH
WAIVERS OF USE PROVISIONS FOR THE PROPERTY COMMONLY KNOWN AS 1402 E.
EMPIRE STREET (PIN: 14-35-354-012)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for a Mini Warehouse, in the B-1 (General Commercial) District ("REQUEST"), including Waivers of the Use Provisions required by § 44-1026A(1) and §44-1026A(3), for the property located at 1402 E. Empire Street, legally described in Exhibit A ("PROPERTY"); and

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

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted a public hearing on said REQUEST, on October 15, 2025; and

WHEREAS, the ZBA, following said public hearings, made Findings of Fact that such REQUEST did meet the standards for granting a Special Use Permit set forth in Bloomington City Code §44-1707, and that waiver or reduction of the subject Use Provisions was appropriate; and

WHEREAS, the ZBA voted unanimously to recommend that Council approve this Ordinance; and

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

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

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

SECTION 2. The City Council hereby adopts the Findings of Fact of the ZBA, and the Special Use Permit for a Mini Warehouse use, including Use Provision waivers or reductions as indicated on the SITE PLAN, for the PROPERTY commonly known as 1402 E. Empire Street is hereby approved.

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

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

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

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

required by law.

PASSED this 10th day of November 2025.

APPROVED this _____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Lot 134 in the Second Addition to Fairbury Knolls and Lot 500 in the Ninth
Addition to Fairbury Knolls, all being in the City of Bloomington,
McLean County, Illinois,

EXCEPTING THEREFROM those portions of said Lots which lie South of
the North right of way line of FA Route 10 (SBI Route 9), as said right of way was
recorded September 30, 1968, as Document Number 68-7201 and
EXCEPT that portion conveyed to the State of Illinois, Department of Public Works and
Buildings by Warranty Deed recorded March 21, 1969, as Document Number 69-8133,
in McLean County, Illinois.

PIN: 14-35-354-012

EXHIBIT B: Site Plan

1402 E. Empire

W

S

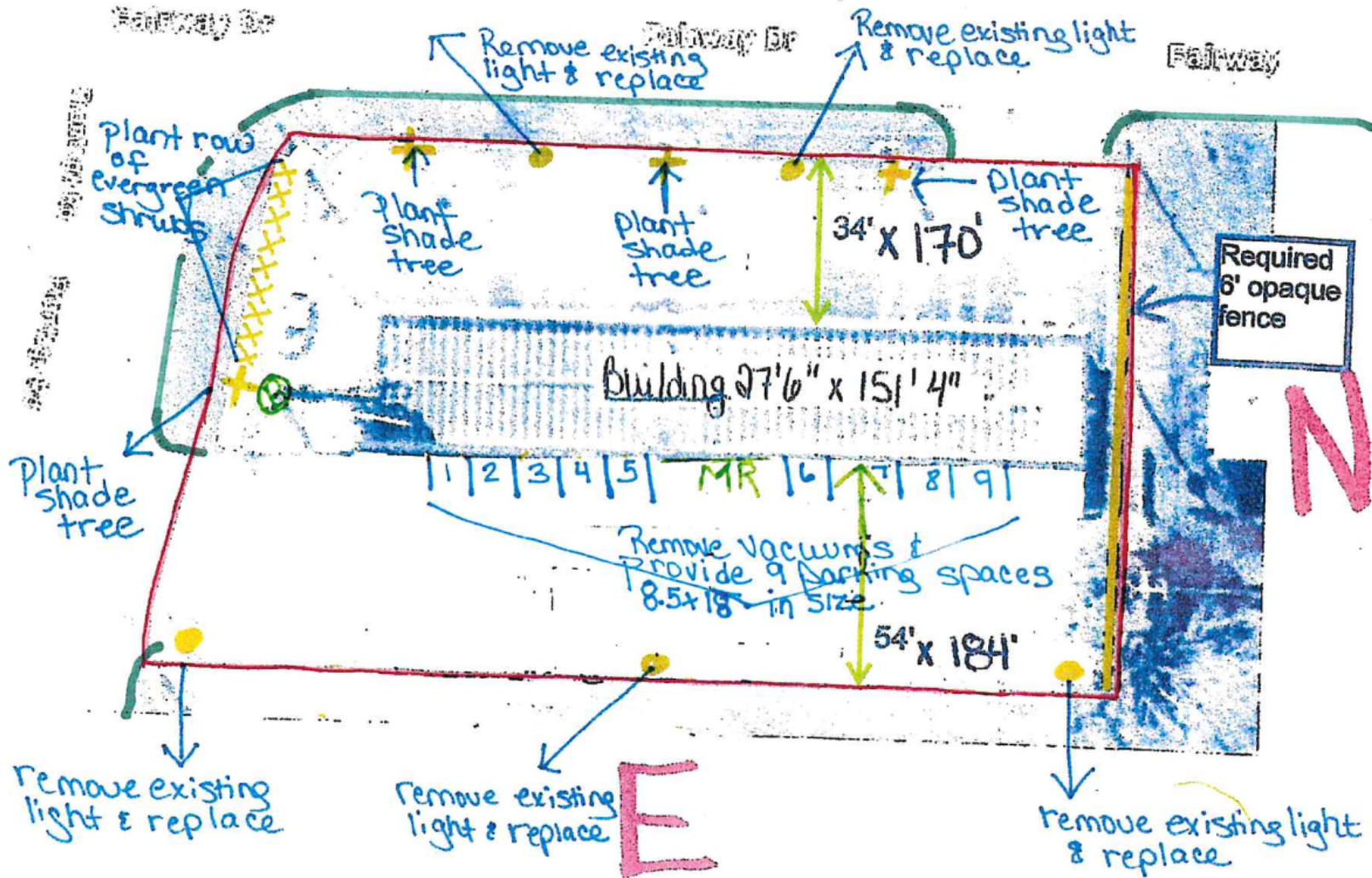


EXHIBIT B: West Elevation

3'x5' Add:
w/min 2" letters
Sign:



(9) each bay measures approximately
14' w x 25' d

FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (ZBA) concerning a request from **FMB Holding, LLC** (APPLICANT), in case **SP-06-25** for approval of a Special Use Permit for a Mini Warehouse in the B-1 (General Commercial) District (REQUEST).

The request is related to the property(s): **1402 E. Empire Street** (14-35-354-012) (PROPERTY).

After proper notice was given, as required by law, the ZBA held a public hearing(s) on this case on **October 15, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, the ZBA makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the ZBA as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR THE APPROVAL OF SPECIAL USE PERMITS:

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

The Applicant states that “the use as mini warehouses will not be detrimental to the welfare of the area. The number of units will be minimal. There are multiple entrances and accessing the units will not cause any traffic issues. They will be used for storage, so no heavy traffic.”

Staff concur, finding that the proposed operation of a Mini Warehouse use would be appropriate for this location and would not be detrimental to the public health, safety, comfort, or general welfare of surrounding uses. The property has been vacant for some time. Potential alternative uses of the building—currently lacking water and plumbing—are limited, and the most likely alternative option would be demolition and new construction, which would be much more expensive. The proposed use would generate significantly less traffic than the previous car wash use. Parking would be in the interior of the site, and lighting would meet all applicable code requirements. Installation of required fencing and landscaping would improve the visual aesthetic of the intersection and reduce noise to the neighboring apartment building. *Standard is met.*

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

The Applicant states that “This project allows for the improvement of a previously abandoned car wash. It is making a property useful and appealing to the eye rather than setting dormant. It is a rather passive use of the property meaning there will be minimal traffic from persons and vehicles.

Staff concur, finding that the Special Use would positively impact the immediate area by restoring a vacant site to an active and functional use. In addition to reduced traffic, as compared from potential occupancy as another car wash, noise from washing and vacuuming equipment would be eliminated. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. *Standard is met.*

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

The Applicant states that “Use as mini warehouses will in no way impede development in the area.”

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

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

The Applicant states that “As this is only storage there will not be the need for plumbing to the property. The surface of the property will not be altered nor will the amount of structure square footage on the lot. There should be no drainage issues as a result of this special use. Roads exist that will allow easy access. As this was previously used as a car wash the property previously handled much greater traffic loads.”

Staff concur, finding that the proposed use will generate no additional stormwater runoff and will not use water or generate wastewater. Necessary road access is existing. *Standard is met.*

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

The Applicant states that “Due to the small number of units the traffic will be minimal

to and from the property. Way less traffic than when previously used as a car wash.”

Staff concur, finding that the proposed use will use the two existing access points along Fairway Drive and East Empire Road, which are located as far from the street intersections as possible, minimizing traffic conflicts. Parking standards on the surface lot proposed at the site are adequate and meet Code requirements. The site plan must be revised to show aisle and parking space dimensions and markings. *Standard is met.*

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

The Applicant states that “At the review meeting we discussed the need to perhaps modify some of the landscaping requirements in order to avoid visibility issues. We would expect to work closely with the city on satisfying their requirements as it relates to landscaping. We will have to deal with the residential zoning on one side as well as the heavy traffic road along two other sides of the property.”

Staff concur, finding that the proposed Mini Warehouse use of the existing building meets the bulk and site standards for the District. Staff recommend including reductions of the fencing and landscaping requirements for the Use as part of this Special Use Permit. *Standard is met.*

7. Three Conditions are recommended to be placed on the Special Use Permit:

- a. A Landscaping Plan must be submitted and approved showing the required fencing and landscaping.
- b. A revised Site Plan must be submitted showing traffic circulation and parking spaces.
- c. The existing parking lot fixtures and their bases must be removed.

8. Use Provisions specific to Mini Warehouses, listed in § 44-1026, are either a) met as presented, or b) recommended to be waived or reduced, as follows.

- a.
 - 1. The revised Site Plan must comply with site circulation requirements of parking lanes and travel lanes.
 - 2. No storage cubicle shall have a gross floor area greater than 5,000 square feet.
 - 3. The maximum permitted building height shall be 35 feet or two stories, whichever is lower.
- b.
 - 1. Reduction of the fencing requirement in § 44-1026A(1) to a requirement to extend the existing six-foot-tall opaque wood fence along the north

property line westward to the west property line.

2. Reduction of the landscaping requirement in § 44-1026A(3) to the following:

- a) install a line of evergreen shrubs between the south edge of the parking lot and the south property line and install a shade tree south of the existing billboard.
- b) install three shade trees along the west property line.

After considering all the evidence and testimony presented, the ZBA finds that the REQUEST meets all of the standards for approval of a Special Use Permit, as listed in § 44-1707H.

Therefore, the ZBA recommends that the REQUEST for a Special Use Permit for a Mini Warehouse for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Woods; Steinkoenig; Williams; Ballantini; Harris; Welch; Poling

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Board Chair

10/28/2025 | 6:45 AM PDT

Date

Consent Agenda Item No. 7.M.

For City Council: November 10, 2025

Ward Impacted: Ward 5

Subject: Consideration and Action on an Ordinance Approving a Special Use Permit for a Sports and Fitness Establishment for the Property Commonly Known as 1201 N. Hershey Rd. (PIN: 14-36-300-002), as requested by the Development Services Department.

Recommended Motion: The proposed 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: The Applicant seeks a Special Use Permit to allow conversion of an ~7,500 square-foot portion of the existing building to a Sports & Fitness Establishment, per § 44-402B, which indicates a Sports & Fitness Establishment may be allowed as a Special Use in the R-3A (Multiple-Family Residence) District. No waivers of Use Provisions are requested.

The complete staff report, including Applicant attachments, is available in the Zoning Board of Appeals agenda packet at <https://bloomingtonil.portal.civicclerk.com/event/1136/files/agenda/6912>.

On October 15, 2025, the Zoning Board of Appeals held a public hearing, found that the request met all the standards for review for granting a Special Use Permit, and recommended that City Council approve the permit by a vote of 7-0-0, as presented.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on September 30, 2025. Courtesy notices were mailed to 170 property owners within 500 feet of the subject property.

Financial Impact: N/A

Attachments:

1. Ordinance with Exhibits - SP-07-25
2. SP-07-25 ZBA Findings of Fact

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
SPORTS AND FITNESS ESTABLISHMENT FOR THE PROPERTY
COMMONLY KNOWN AS 1201 N. HERSHEY ROAD (PIN: 14-36-300-002)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for a Sports and Fitness Establishment in the R-3A (Multiple-Family Residence) District ("REQUEST"), for the property located at 1201 N. Hershey Road, legally described in Exhibit A ("PROPERTY"); and

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

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted a public hearing on said REQUEST, on October 15, 2025; and

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

WHEREAS, the ZBA voted unanimously to recommend that Council approve this Ordinance; and

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

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

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

SECTION 2. The City Council hereby adopts the Findings of Fact of the ZBA, and the Special Use Permit for a Sports and Fitness Establishment on the PROPERTY at 1201 N. Hershey Road is hereby approved.

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

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

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

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

PASSED this 10th day of November 2025.

APPROVED this _____ day of November 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

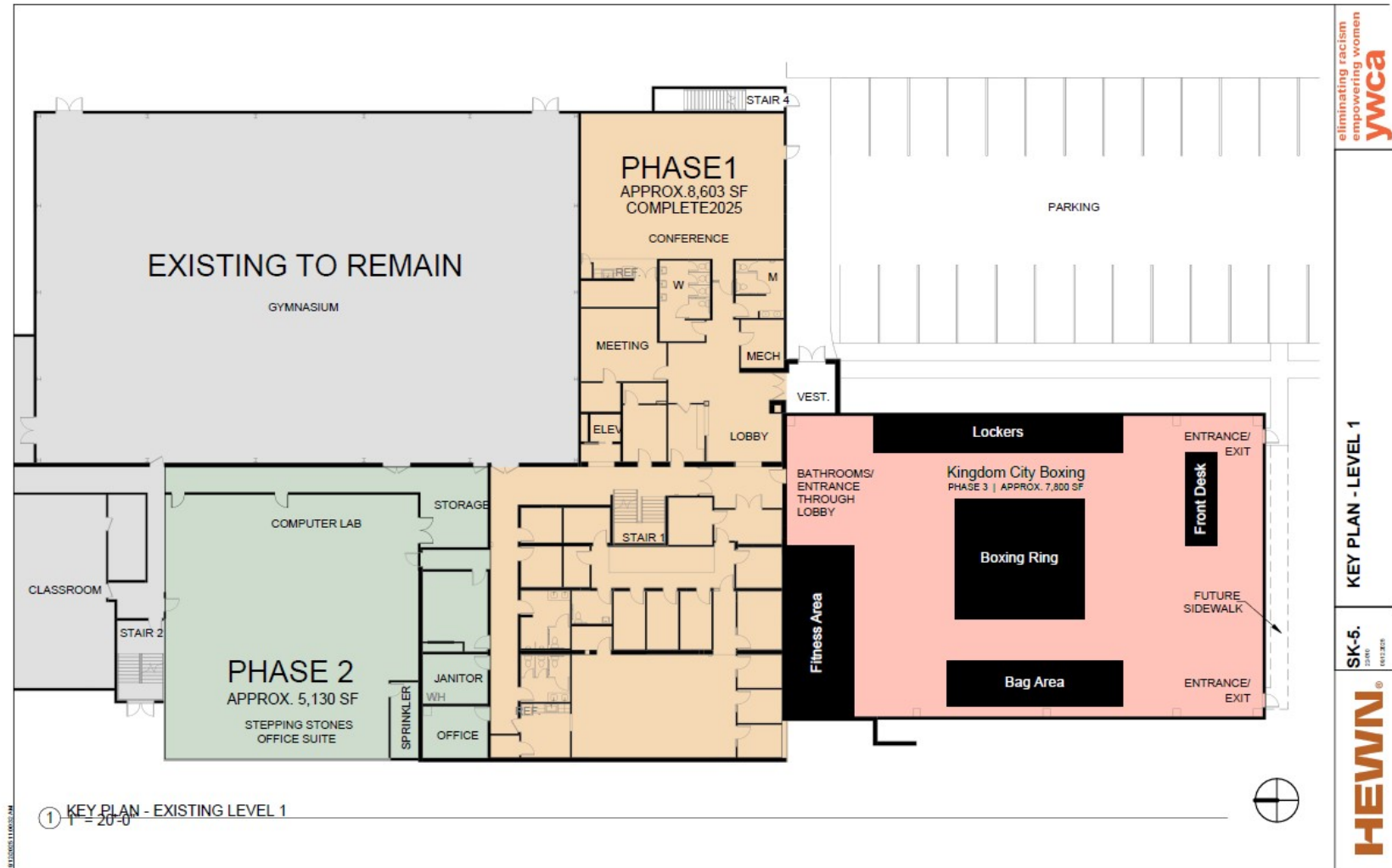
A part of the West Half of the Southwest Quarter of Section 36, Township 24 North,
Range 2 East of the Third Principal Meridian, McLean County, Illinois,
being more particularly described as follows:

Beginning at the southwest corner of Lot 9 of Eastport Development Subdivision
to the City of Bloomington, Illinois; thence North 89 degrees 46 minutes 59
seconds West (bearings are based on the Illinois State Plane Coordinate System,
NAD 83 (2011 Adj) - East Zone), 252.60 feet along the northerly existing right of
way line of FAP 693 (IL 9) (Empire Street); thence westerly 38.19 feet along said
northerly existing right of way line being a curve to the left having a radius of
11549.20 feet, the chord of said curve bears North 89 degrees 52 minutes 40
seconds West 38.19 feet, to a point on the easterly existing right of way line of
Hershey Road; thence North 00 degrees 26 minutes 02 seconds West 10.65 feet
along said easterly existing right of way line; thence South 89 degrees 57 minutes
40 seconds East 38.38 feet; thence South 89 degrees 51 minutes 57 seconds
East 252.41 feet to a point on the west line of Lot 8 of Eastport Development
Subdivision to the City of Bloomington, Illinois; thence South 00 degrees 25
minutes 49 seconds East 11.07 feet along the west line of said Lot 8 to the Point
of Beginning, containing 3158 square feet, more or less.

PIN: 14-36-300-002

EXHIBIT B

Site Plan



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (ZBA) concerning a request from **Sid Edwards dba Kingdom City Boxing** (APPLICANT), in case **SP-07-25** for approval of a Special Use Permit for a Sports and Fitness Establishment in the R-3A (Multiple-Family Residence) District (REQUEST).

The request is related to the property(s): **1201 N. Hershey Road** (14-36-300-002) (PROPERTY).

After proper notice was given, as required by law, the ZBA held a public hearing(s) on this case on **October 15, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, the ZBA makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the ZBA as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR THE APPROVAL OF SPECIAL USE PERMITS:

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

The Applicant states that the proposed use would not be detrimental to the welfare of the area.

Staff concur, finding that the proposed operation of a Sports and Fitness Establishment within the existing Community Center use of the YWCA would be appropriate for this location and would not be detrimental to the public health, safety, comfort, or general welfare of surrounding uses. The YWCA has been offering a wide range of services to the community at this location since the 1970s, including sports and after-school programs. Kingdom City Boxing, originally established in Bloomington, moved its location to nearby Normal, and wants to return to Bloomington. The proposed sports education activities are within the range of acceptable activities for the YWCA to provide; the permit is required simply because the Applicant is a new tenant. *Standard is met.*

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

The Applicant states that the proposed use would not be injurious to the use of other property in the vicinity.

Staff concur, finding that the proposed use would positively impact the immediate area by activating a long-term storage space back to an active sports education and fitness training use in a residential neighborhood. The proposed use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property, and also by providing rental income to the property owner. *Standard is met.*

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

The Applicant states that the proposed use would not impede the development and improvement of the surrounding neighborhood.

Staff concur, finding that the proposed sports and fitness education use is consistent with the historic and current uses of the building. The proposed use would continue to be in character with the nearby commercial uses in supporting the neighboring multifamily residential use. Improvement of surrounding properties would not be affected. *Standard is met.*

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

The Applicant states no additional utilities or infrastructure would need to be provided.

Staff concur, finding that the proposed use would not expand the building footprint and would be serviced by the existing utilities and roads at the site. *Standard is met.*

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

The Applicant states that no public streets would be used.

Staff concur, finding that the proposed use would be accessed from the existing parking lot using the two existing access points along N. Hershey Road. Parking standards on the surface lot proposed at the site are adequate and meet Code requirements. Operating hours would be limited to weekday evenings. *Standard is met.*

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations

may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The Applicant states that the proposed use would not violate the applicable regulations of the R-3A zoning district.

Staff concur, finding that the proposed Sports and Fitness Establishment use within the footprint of the existing building meets the standards for the District. *Standard is met.*

7. All Use Provisions specific to Sports and Fitness Establishments, listed in § 44-1013, are met.

- A forty-two-inch-high wire mesh or chain link fence enclosing all children's outdoor play areas.
- Minimum lot standards of 100-foot lot width and 20,000 square-foot area.

After considering all the evidence and testimony presented, the ZBA finds that the REQUEST meets all of the standards for approval of a Special Use Permit, as listed in § 44-1707H.

Therefore, the ZBA recommends that the REQUEST for a Special Use Permit for a Sports and Fitness Establishment for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 7-0-0

AYES: Woods; Steinkoenig; Williams; Ballantini; Harris; Welch; Poling

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Board Chair

10/28/2025 | 6:46 AM PDT

Date



Consent Agenda Item No. 7.N.

For City Council: November 10, 2025

Ward Impacted: Ward 1

Subject: Consideration and Action on an Ordinance Approving the Final Plat of the Diamond Subdivision for Addresses Commonly Known as 1 and 2 Ash Street (PINS: 21-10-305-001 & 21-10-305-005), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The Applicant is requesting approval of a Final Plat to split one parcel into two, for addresses commonly known as 1 and 2 Ash Street (PINS: 21-10-305-001 & 21-10-305-005), in order to allow the sale of the commercial property along the frontage, while retaining the property in the rear which holds a telecommunication tower. Since the tower is not an occupied structure, indirect access with an easement (replacing the formal frontage requirement) is appropriate; such easements are represented and created by this plat.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all related survey costs.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Owners Petition
4. County Clerks Certificate
5. Owners Certificate
6. School District Certificate
7. Final Plat Checklist
8. Final Plat Map
9. Drainage Statement

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE DIAMOND SUBDIVISION
FOR ADDRESSES COMMONLY KNOWN AS 1 AND 2 ASH STREET
(PINS: 21-10-305-001 & 21-10-305-005)**

WHEREAS, there was heretofore filed with the City of Bloomington ("CITY"), McLean County, Illinois, a Petition for approval of the Final Plat of the Diamond Subdivision, dated October 7, 2025, for the property legally described in Exhibit A ("PROPERTY") are addresses commonly known as 1 and 2 Ash Street; and

WHEREAS, said Petition included a Final Plat prepared by Jeremy Schreck, Illinois Professional Land Surveyor No. 3895, of Aldeia Engineering & Surveying, dated October 29, 2025, depicted in Exhibit B ("PLAT"); and

WHEREAS, the subject PROPERTY is within the corporate limits of the CITY and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition also requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the requirement for frontage on a public street or roadway for Lot 103 in Diamond Subdivision and for access to said Lot 103 from Ash Street to be permitted via a platted access easement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said FINAL PLAT meets a majority of the requirements for review as an Expedited FINAL PLAT under § 24-305F, and it is appropriate to grant the requested exemptions or variations; and

WHEREAS, providing access via a platted access easement, instead of requiring frontage, is appropriate for the proposed Lot 103, which holds only an unoccupiable structure.

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

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

SECTION 2. The Final PLAT of the Diamond Subdivision, dated October 29, 2025, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby

approved with the requested waivers and exemptions, subject to minor technical modifications and corrections.

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 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A part of Lots 2 and 3 in the Vacation Plat of Part of Croxton's Addition to the City of Bloomington, according to the plat thereof recorded in Plat Book 4, page 152, in the Office of the McLean County Recorder, AND a part of the vacated Indianapolis Street, all being a part of the Southwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of Lot 2 in the Vacation Plat of Part of Croxton's Addition to the City of Bloomington, according to the plat thereof recorded in Plat Book 4, Page 152, in the Office of the McLean County Recorder; thence, South 00° 51' 57" East along the East line of said Lot 2, 170 feet to an iron pin at the Point of Beginning, said point being also the southeast corner of the tract conveyed to the City of Bloomington by Trustee's Deed, recorded August 29, 1990 as document number 1990-14516 in the Office of the McLean County Recorder; thence, continuing South 00° 51' 57" East along the East line of said Lot 2 and Lot 3, 190.46 feet to an iron pin at the northeast corner of the tract conveyed to Grover Hite by Warranty Deed, recorded November 14, 1977 as document number 1977-17535 in the Office of the McLean County Recorder; thence, North 89° 28' 48" West along the North line of said Grover Hite tract extended, 360.90 feet to an iron pin at a point on the West right-of-way line of the vacated Indianapolis Street; thence, North 03° 11' 32" West along the West right-of-way line of the vacated Indianapolis Street, 361.28 feet to an iron pin at a point on the westerly extension of the North line of said Lot 2; thence, South 89° 27' 13" East along the North line of said Lot 2 extended, 63.19 feet to an iron pin at the northwest corner of said City of Bloomington tract; thence, South 61° 13' 31" East along the southwest line of said City of Bloomington tract, 359.31 feet to the Point of Beginning, containing 2.438 acres, more or less, in McLean County, Illinois.

Addresses: 1 Ash St., 1 ½ Ash St., 2 Ash St.

PINs: 21-10-305-001 & 21-10-305-005

EXHIBIT B

FINAL PLAT - DIAMOND SUBDIVISION

PART OF LOTS 2 & 3, VACATION PLAT OF PART OF CROXTON'S ADDITION
IN THE SW 1/4 OF SECTION 10, T.23N.-R.2E., 3rd P.M.
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



SITE LOCATION MAP
NOT TO SCALE

CITY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McLEAN)
I, _____, City Engineer for the City of
Bloomington, hereby certify that the land improvements described in
the annexed plat and the plans and specifications therefor meet
the minimum requirements for said City of Bloomington outlined in
Chapter 24 of the Bloomington City Code.
Dated at Bloomington, Illinois, this _____ day of
2025.

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McLEAN)
I, _____, City Clerk of the City of
Bloomington, Illinois, do hereby certify that the foregoing is a true
and complete copy of an original final plat of "Diamond
Subdivision", presented, passed and approved at a regular meeting
of said City Council, held on the _____ day of
2025, by an affirmative vote of the majority
of all members of said Council, the vote having been taken by
yeas and nays and entered on the record of the proceedings of
said Council.
Witness my hand and seal of said City of Bloomington, this
_____ day of _____, 2025.

City Clerk

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, Jeremy C. Schreck, Illinois Professional Land Surveyor Number 3895, do hereby
certify that I have surveyed, in accordance with the laws of the state of Illinois, and
with the Ordinances of the City of Bloomington, for Ash Street Properties, LLC, an
Illinois Limited Liability Company, d/b/a Mini City Storage, the following described
property to wit:

A part of Lots 2 and 3 in the Vacation Plat of Part of Croxton's Addition to the
City of Bloomington, according to the plat thereof recorded in Plat Book 4, page
152, in the Office of the McLean County Recorder, AND a part of the vacated
Indianapolis Street, all being a part of the Southwest Quarter of Section 10,
Township 23 North, Range 2 East of the Third Principal Meridian, in McLean
County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of Lot 2 in the Vacation Plat of Part of
Croxton's Addition to the City of Bloomington, according to the plat thereof
recorded in Plat Book 4, Page 152, in the Office of the McLean County
Recorder; thence, South 00° 51' 57" East along the East line of said Lot 2, 170
feet to an iron pin at the Point of Beginning, said point being also the
southeast corner of the tract conveyed to the City of Bloomington by Trustee's
Deed, recorded August 29, 1990 as document number 1990-14516 in the Office
of the McLean County Recorder; thence, continuing South 00° 51' 57" East along
the East line of said Lot 2 and Lot 3, 190.46 feet to an iron pin at the
northeast corner of the tract conveyed to Grover Hite by Warranty Deed, recorded
November 14, 1977 as document number 1977-17535 in the Office of the
McLean County Recorder; thence, North 89° 28' 48" West along the North line
of said Grover Hite tract extended, 350.90 feet to an iron pin at a point on the
West right-of-way line of the vacated Indianapolis Street; thence, North 03° 11'
32" West along the West right-of-way line of the vacated Indianapolis Street,
351.28 feet to an iron pin at a point on the westerly extension of the North
line of said Lot 2; thence, South 89° 27' 13" East along the North line of said
Lot 2 extended, 63.19 feet to an iron pin at the northwest corner of said City
of Bloomington tract; thence, South 61° 13' 51" East along the southwest line of
said City of Bloomington tract, 359.31 feet to the Point of Beginning, containing
2.438 acres, more or less, in McLean County, Illinois.

I further certify that I have subdivided the same into three (3) lots numbered 101
through 103 as shown on the attached plat.

I further certify that the foregoing plat accompanying this certificate correctly
represents the above described property as subdivided.

Said subdivision is to be known as Diamond Subdivision, City of Bloomington,
McLean County, Illinois.

Iron monuments identify all lot corners as shown on said plat and all
measurements are given in feet and decimals thereof.

I further certify that this subdivision is not within a flood hazard area as
designated by FEMA according to the FEMA flood map number 17113C0503E, Effective
date of July 16, 2008.

I further certify that this professional service conforms to the current Illinois
minimum standards for a boundary survey.

Dated this 29th day of October, 2025.

Aldeia Engineering & Surveying
216 E Grove Street, Ste 1500
Bloomington, Illinois 61701
by: Jeremy C. Schreck, Illinois Licensed
Professional Land Surveyor No. 35-3895



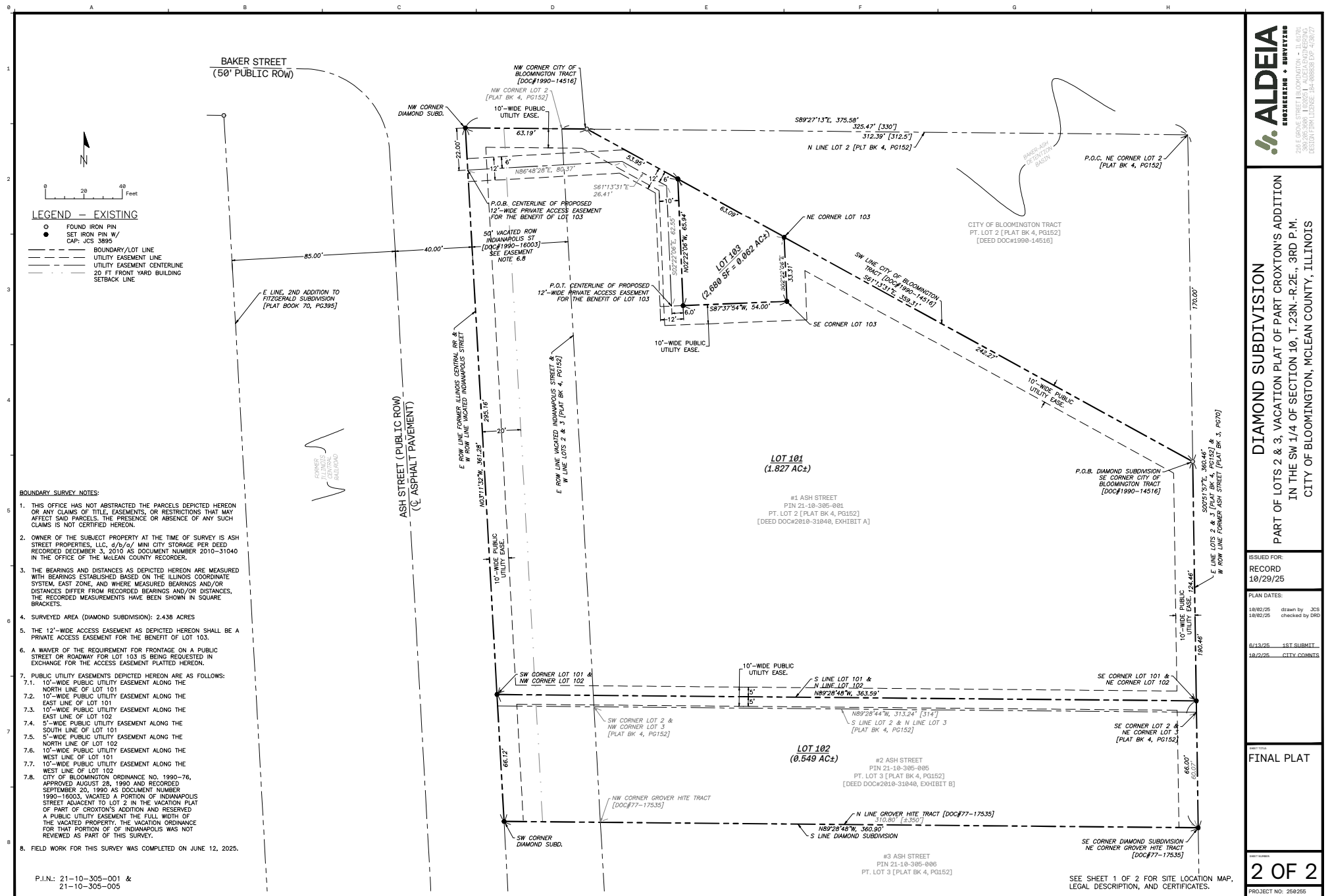
LICENSE EXPIRES: 11/30/2026

OWNER/DEVELOPER:
Ash Street Properties, LLC
d/b/a Mini City Storage
1027 Thackeray Lane
Naperville, IL 60564

ALDEIA
ENGINEERING + SURVEYING

216 E GROVE STREET | BLOOMINGTON, IL 61701
309.295.3895 | (2025) ALDEIA ENGINEERING
DESIGN FIRM LICENSE 184-008838 EXP. 4/30/27

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR FINAL PLAT



PETITION FOR APPROVAL OF EXPEDITED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now come(s) *Ash Street Properties, LLC, an Illinois Limited Liability Company, d/b/a Mini City Storage*, hereinafter referred to as "Petitioner(s)", respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the subdivision of said property to be known and described as *DIAMOND SUBDIVISION*;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
 - Waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and
 - Waiver of the requirement for frontage on a public street or roadway for Lot 103 in Diamond Subdivision and for access to said Lot 103 from Ash Street to be permitted via the proposed access easement as depicted on the Final Plat of Diamond Subdivision;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the *DIAMOND SUBDIVISION*, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Adams

Name: Deborah Schiesl

Title: President of Ash Street Properties, LLC

Date: 10/7/2025 | 4:08 PM CDT

EXHIBIT A

LEGAL DESCRIPTION DIAMOND SUBDIVISION

A part of Lots 2 and 3 in the Vacation Plat of Part of Croxton's Addition to the City of Bloomington, according to the plat thereof recorded in Plat Book 4, page 152, in the Office of the McLean County Recorder, AND a part of the vacated Indianapolis Street, all being a part of the Southwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of Lot 2 in the Vacation Plat of Part of Croxton's Addition to the City of Bloomington, according to the plat thereof recorded in Plat Book 4, Page 152, in the Office of the McLean County Recorder; thence, South 00° 51' 57" East along the East line of said Lot 2, 170 feet to an iron pin at the Point of Beginning, said point being also the southeast corner of the tract conveyed to the City of Bloomington by Trustee's Deed, recorded August 29, 1990 as document number 1990-14516 in the Office of the McLean County Recorder; thence, continuing South 00° 51' 57" East along the East line of said Lot 2 and Lot 3, 190.46 feet to an iron pin at the northeast corner of the tract conveyed to Grover Hite by Warranty Deed, recorded November 14, 1977 as document number 1977-17535 in the Office of the McLean County Recorder; thence, North 89° 28' 48" West along the North line of said Grover Hite tract extended, 360.90 feet to an iron pin at a point on the West right-of-way line of the vacated Indianapolis Street; thence, North 03° 11' 32" West along the West right-of-way line of the vacated Indianapolis Street, 361.28 feet to an iron pin at a point on the westerly extension of the North line of said Lot 2; thence, South 89° 27' 13" East along the North line of said Lot 2 extended, 63.19 feet to an iron pin at the northwest corner of said City of Bloomington tract; thence, South 61° 13' 31" East along the southwest line of said City of Bloomington tract, 359.31 feet to the Point of Beginning, containing 2.438 acres, more or less, in McLean County, Illinois.

CURRENT PIN(S): 21-10-305-001 & 21-10-305-005

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 13TH day of JUNE, 2025, there were no delinquent taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat attached to this certificate and described in the Certificates of the Surveyor attached hereto and to said plat.

Kathy Michael

County Clerk, McLean County, Illinois

(Seal of Said County)

PARCELS: 21-10-305-001 RM
21-10-305-005 RM

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Diamond Subdivision of the City of Bloomington, McLean County, Illinois and; that the undersigned, Ash Street Properties, LLC an Illinois Limited Liability Corporation, the owner of said premises, have caused said Plat to be made and that it is a true and correct Plat of the Diamond Subdivision to the City of Bloomington, McLean County, Illinois, and is laid off into lots and streets by Jeremy C. Schreck, Illinois Professional Land Surveyor Number 3895; and we, the undersigned, hereby dedicated and set apart to the City of Bloomington for general public and utility use forever, all the streets, highways and other public areas as indicated and shown on said Plat; and we further dedicate the easements therein set forth to the City of Bloomington, for general utility purposes.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals this 18th day of June, 2025.

Ash Street Properties, LLC
By: *Deborah Schiesl*
Owner's Signature
Deborah Schiesl, President

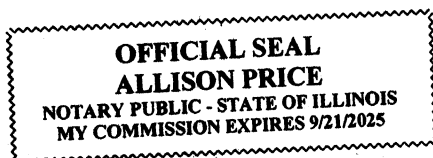
ATTEST:
STATE OF ILLINOIS)
)SS
WILL COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Deborah Schiesl, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets, highways and other public areas to the use of the general public forever, and including the grant of certain general utility easements to The City of Bloomington, Illinois.

Given under my hand and notarial seal, this 18 day of June, 2025.

Allison Price
Notary Public

(SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

Deborah Schesl 10/8/25
Owner Date

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

Given under my hand and notarial seal this 8 day of October, 2025.

Notary Public, State of Illinois
Official Seal
Abimael Zayas
Commission # 1000443
My Commission Expires 11/22/2028



Notary Public



Ash Street Properties, LLC (Diamond Subdivision)

Date Prepared: 10/27/2025

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

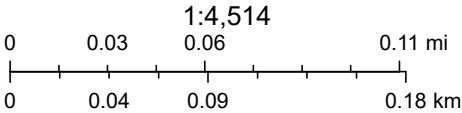
Diamond Subdivision



10/29/2025, 9:36:04 AM

Street labels Streets Parcels

Streets Private Streets



Esri Community Maps Contributors, McGIS-McLean County GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

ArcGIS Web AppBuilder

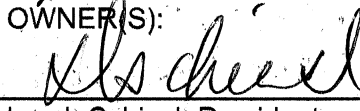
DRAINAGE STATEMENT

Jeremy C. Schreck, Registered Professional Engineer, and Ash Street Properties, LLC being the owner(s) of the premises heretofore platted by Jeremy C. Schreck, Illinois Professional Land Surveyor No. 3895 to be and become Diamond Subdivision in the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further certify that no portions of said subdivision are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.


JEREMY SCHRECK
IL PE #60432
Registered Professional Engineer

OWNER(S):


Deborah Schiesl, President
Ash Street Properties, LLC



Consent Agenda Item No. 7.O.

For City Council: November 10, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Application from the City of Bloomington d/b/a Bloomington Center for the Performing Arts, located at 600 N. East St., Requesting Approval of a Change in Classification from a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) to a Class EAS (Entertainment, 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: City of Bloomington (Applicant), located at 600 N. East St., Requesting Approval of a Change in Classification from a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License.

After a Public Hearing on November 12, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on October 5, 2025, in *The Pantagraph*. 21 notices were mailed to properties adjacent to the applicant's property.

Financial Impact: The current annual license fee for a Class EAS 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. Liquor Application_BCPA
2. DRAFT 10/14/25 Liquor Commission Minutes_BCPA

City Clerk Requirement Verification Memo

To: City Council Review

Re: City of Bloomington d/b/a Bloomington Center for the Performing Arts

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
- BCPA Technical Specifications

Information on File

- Computer-Generated Site Plan
- Certificate of Liquor Liability Insurance
- Premises Verification

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)	City of Bloomington
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Bloomington Center for the Performing Arts
Legal Entity Address <i>(including City, State, and Zip)</i>	600 N. East St.
Legal Entity Phone Number	(309)434-2787
Legal Entity Email Address	anelson@cityblm.org
Establishment Address including Zip	600 N. East St.
Establishment Phone Number	(309)434-2787
Establishment Email Address	anelson@cityblm.org
*Email Address for <u>ALL</u> City Communications:	anelson@cityblm.org

*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
Anthony Nelson	Bloomington	IL	61701
Phone Number	Email Address		
	anelson@cityblm.org		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

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

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

Status of Business Information:

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

☒ **Sole Proprietorship**

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

☐ **Limited Liability Company (LLC)**

☐ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

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:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) BCPA Ballroom & Theater
- What class of liquor license is being sought? (See descriptions beginning on page 1.) EA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 To better serve our guests and increase revenues from wedding and special event rentals
- If approved, how would the liquor license benefit the City and its residents? _____
 We would be able to maximize revenues at the events hosted at the venues.
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
 BCPA shows as scheduled on a routine basis.
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
 Ticket sales and event rental fees.
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8 am	1 am
Tuesday:	8 am	1 am
Wednesday:	8 am	1 am
Thursday:	8 am	1 am
Friday:	8 am	2 am
Saturday:	8 am	2 am
Sunday:	8 am	1 am
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
 There are some neighboring houses and couple businesses to the East, otherwise mostly green space or parking lots.
 2A: If there are office or commercial buildings nearby, approximately what are their hours of operation?
 Yes. 9 am-5 pm.
 2B: Is the area predominately residential, are they single or multi-family homes?
 No, mostly Downtown setting.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
 There is two way traffic on East St. and One-way on Locust to the north and Business 51 to the West.
- How much additional traffic is expected to be generated with a liquor license? _____
 No change.
- Describe any and all on- and off-street parking: _____
 We have a few parking spots to the north of the building for stagehands and street level for ADA on the East
- ~~How~~ many establishments with liquor licenses are located within 500 ft. of the establishment? Zero

**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: Our department has a liquor license at the arena.
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:

This is for the Bloomington Center for the Performing Arts to add liquor sales although we already are licensed for beer and wine.

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.

Michael Wilcott

Assistant Director of Arts & Entertainment

Name (Please Print)

Title

August 28, 2025

Signature

Date

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

Regular Agenda

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

The following Item was presented:

Item 5.A. Public Hearing and Action on an Application from the City of Bloomington d/b/a Bloomington Center for the Performing Arts, located at 600 N. East St., Requesting Approval of a Change in Classification from a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) to a Class EAS (Entertainment, 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 4:04 PM.

Anthony Nelson, Director of the City of Bloomington's Arts & Entertainment Department (Applicant), after being sworn, addressed the Commission. Mr. Nelson explained that staff had received several requests for the facility to serve hard alcohol and that they were losing money because outside businesses, using secondary premise liquor licenses, served alcohol in the building. He explained that this was the reasoning that led them to apply to increase their current liquor license classification, in order to provide additional options for events and for those renting the facility.

Commissioner Meister asked if everyone serving alcohol would be BASSET Certified and confirmed the closing hours requested, which were listed on the application as 1 AM, Sunday through Thursday, and 2 AM, Friday and Saturday. Mr. Nelson answered yes to both and noted that the closing time would depend on the events being held.

Staff had no concerns.

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 4:06 PM.

Commissioner Meister made a motion, seconded by Commissioner Jordan, to positively recommend the Item to Council.

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

The following Item was presented:

Item 5.B. Public Hearing and Action on an Application from Spinnegan's, LLC, to be located at 1101 Airport Rd., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:08 PM.

MINUTES

LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, OCTOBER 14, 2025, 4:00 PM



Consent Agenda Item No. 7.P.

For City Council: November 10, 2025

Ward Impacted: Ward 3

Subject: Consideration and Action on an Application from Spinnegan's, LLC, to be located at 1101 Airport Rd., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

Background: Spinnegan's, LLC (Applicant), to be located at 1101 Airport Rd., is Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. The premises is currently operated by Empire Buds, LLC, who plan to cease ownership on the condition that the applicant is approved.

After a Public Hearing on November 12, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on October 5, 2025, in *The Pantagraph*. 3 notices were mailed to properties adjacent to the applicant's property.

Financial Impact: The current annual license fee for a Class RAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 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. Liquor Application_Spinnegans, LLC
2. DRAFT 10/14/25 Liquor Commission Minutes_Spinnegans LLC

City Clerk Requirement Verification Memo

To: City Council Review

Re: Spinnegan's, LLC

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

- Completed Application
- Letter Detailing Change
- List of Owners
- Lease Agreement
- Financial Statement
- Articles of Incorporation
- B/N Amusement Tax Registration Form
- B/N Package Liquor Tax Registration Form
- B/N Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Applicants Passed Required Background Investigations

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.



APPLICANT MODIFIED APPLICATION TO CHANGE ENTITY NAME AND DBA ON 09/26/25. EDITS SHOWN BELOW.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Around the Corner II, Inc. Spinnegan's, LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Bar @ Pop Up Spinnegan's, LLC
Legal Entity Address (including City, State, and Zip)	[REDACTED]
Legal Entity Phone Number	702.238.2386
Legal Entity Email Address	rob@blonopizzaco.com
Establishment Address including Zip	1101 Airport Rd. Bloomington, IL 61704
Establishment Phone Number	702.238.2386
Establishment Email Address	Rob@BloNoPizzaCo.com
*Email Address for ALL City Communications:	Rob@BloNoPizzaCo.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
Robert McDermott	Heyworth	IL	61745
Phone Number	Email Address		
702.238.2386	Rob@BloNoPizzaCo.com		

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

Name (First & Last)	City	State	Zip
Carrie L. Haas	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
Brett Matthews	Bloomington	IL	61704
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:

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

☐ Sole Proprietorship

☐ Partnership (Date of Formation: _____)

☐ Limited Liability Company (LLC)

☒ Corporation (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

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

3. ☐ Yes ☒ No **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.)

1. I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

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

4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant All Types of Liquor & Packaged Sales
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
We plan to take over and continue operations of Crafted and offer similar services to what they have now
- If approved, how would the liquor license benefit the City and its residents? _____
We believe Crafted is an amenity to the town offering many activities and events
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
We plan to continue their live music offerings
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Coffee, Food, Event and League revenues will be the strong majority of revenue
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6a	1a
Tuesday:	6a	1a
Wednesday:	6a	1a
Thursday:	6a	1a
Friday:	Anch- 6 am	2a
Saturday:	6a	2a
Sunday:	6a	1a

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial Park w/ restaurants and retail as neighbors
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
Approximately 8a-5p but no offices are directly next to us.
 - Is the area predominately residential, are they single or multi-family homes?
Almost entirely commercial. There are single and multi family homes in the area
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Airport and Empire are both 4 lane (2 each way) and the side streets are more like frontage roads or parking lots
- How much additional traffic is expected to be generated with a liquor license?
This location already has a liquor license and successful events. Hopefully we can continue to grow that, but no immediate impact expected
- Describe any and all on- and off-street parking:
Surface lot for this location, plus access to VisionPoint lot negotiated with that building owner. No one street that has more than 10 spaces
- How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~1~~ - Ancho & 2
Agave is next door



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: Yes. Rob McDermott & Brett Matthews have 3 Liquor Licenses in McLean County Fine Eat LLC, Around the Corner II, Inc and Braze, LLC
- *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: We had a serving a minor Bar@ Pop-Up had an issue with timely reporting of change of Ownership on 12/21/23
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: Peoria application denied. We received legal guidance that applying w/ Aaron Francis acceptable. We were denied due to Mr. Francis being deemed unlicensable we exited that Partnership fully.
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.

Brett M Matthews

Owner - 50%

Name (Please Print)

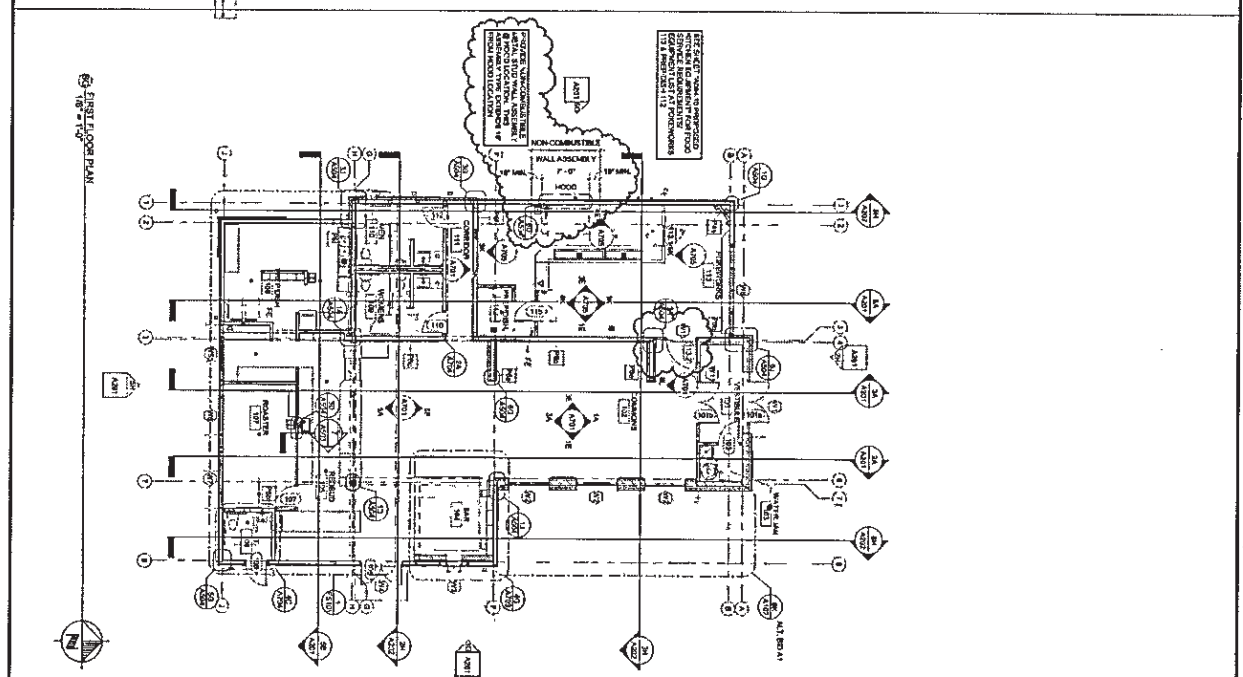
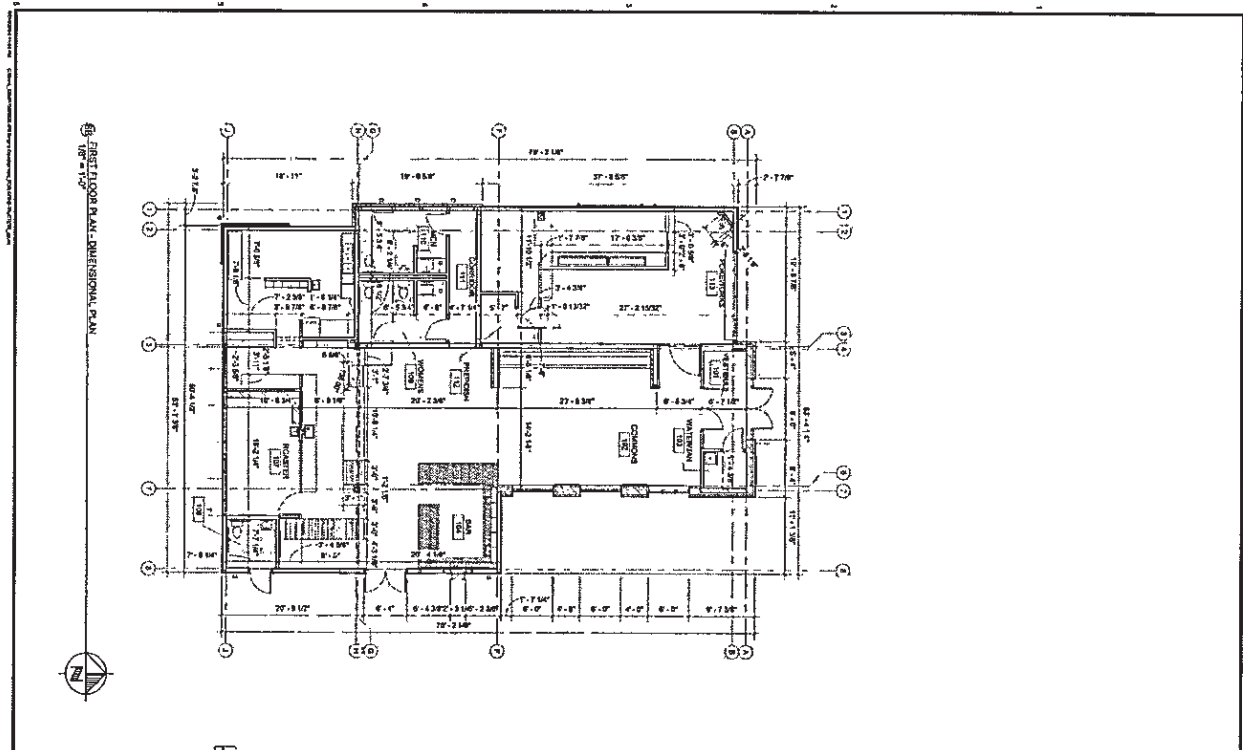
Title

08/29/2025

Signature

Date





GENERAL NOTES

1. THE LOCATION OF DIMENSIONS IS INDICATED BY THE FOLLOWING:
2. THE LOCATION OF DIMENSIONS IS INDICATED BY THE FOLLOWING:
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10. THE LOCATION OF DIMENSIONS IS INDICATED BY THE FOLLOWING:

LEGEND

ROOM NAME	ROOM NUMBER
RECEIVING AREA	101
OFFICE	102
CONFERENCE ROOM	103
RESTROOM	104
STORAGE	105
ENTRY	106
LOBBY	107
STAIRS	108
ELEVATOR	109
MECHANICAL	110
UTILITY	111
PAINT	112
PLASTER	113
CEILING	114
FLOOR	115
WALL	116
DOOR	117
WINDOW	118
STAIR	119
ELEVATOR	120
MECHANICAL	121
UTILITY	122
PAINT	123
PLASTER	124
CEILING	125
FLOOR	126
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DOOR	128
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ELEVATOR	131
MECHANICAL	132
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MECHANICAL	143
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STAIR	394
ELEVATOR	395
MECHANICAL	396
UTILITY	397
PAINT	398
PLASTER	399
CEILING	400

1ST FLOOR PLAN

EMPIRE DEVELOPMENT PROJECT

1101 AIRPORT ROAD

BLOOMINGTON, IL 61704

BLDD ARCHITECTS

Design Firm
Registration
#194-050728

DATE: 02/11/2020

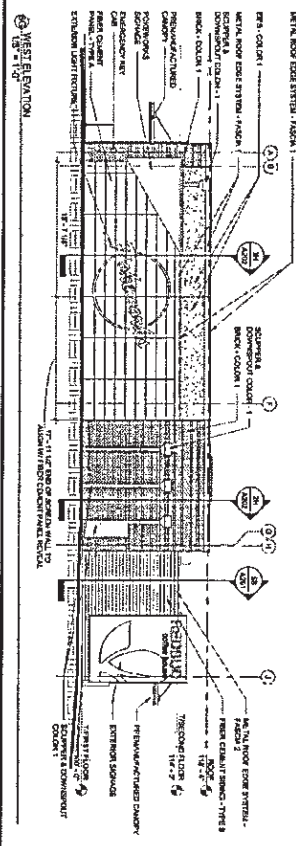
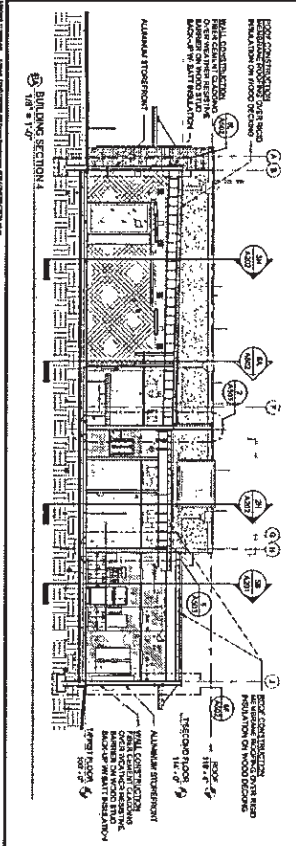
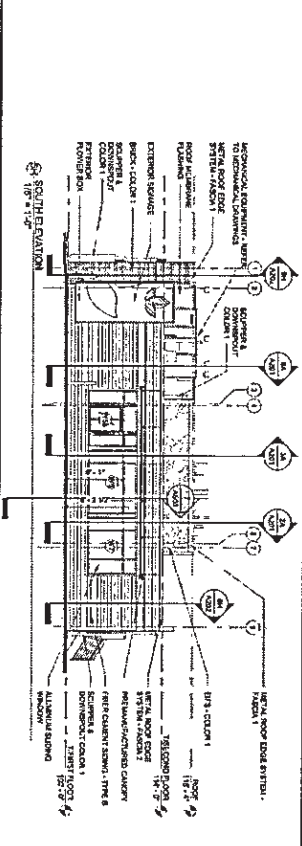
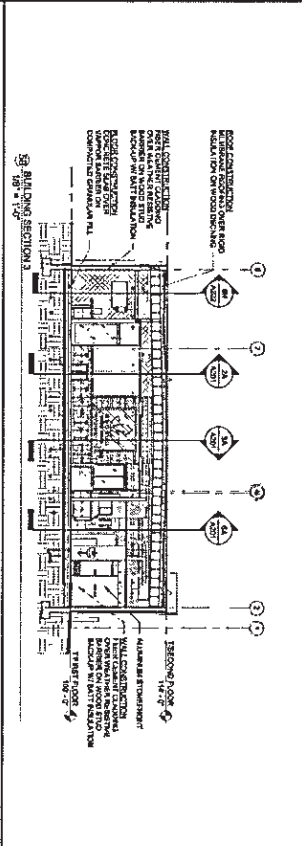
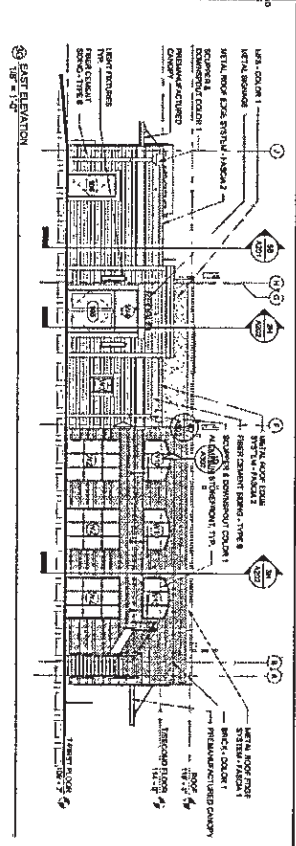
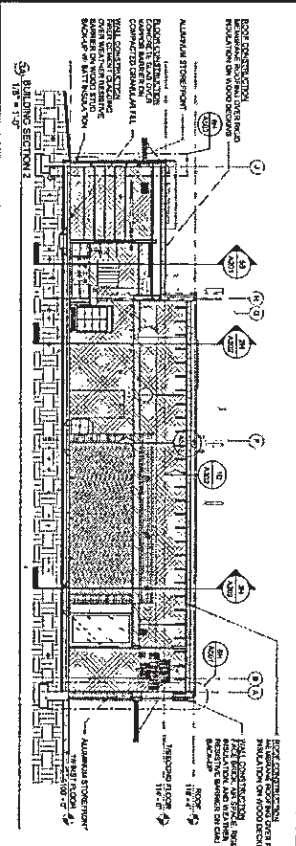
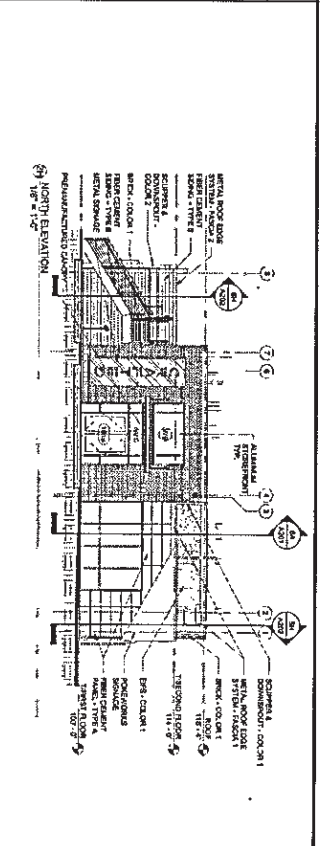
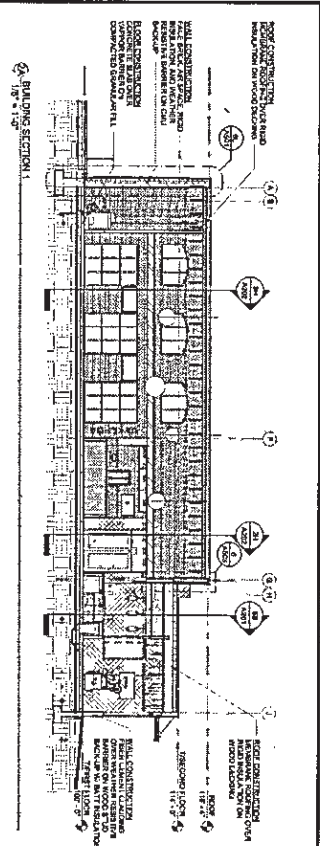
DESIGNED BY: JAC

CHECKED BY: AC

PROJECT: 1908022-100

A101

ISSUED FOR BID AND PERMIT



ISSUED FOR BID AND PERMIT

PROJECT 1583422-100

A201

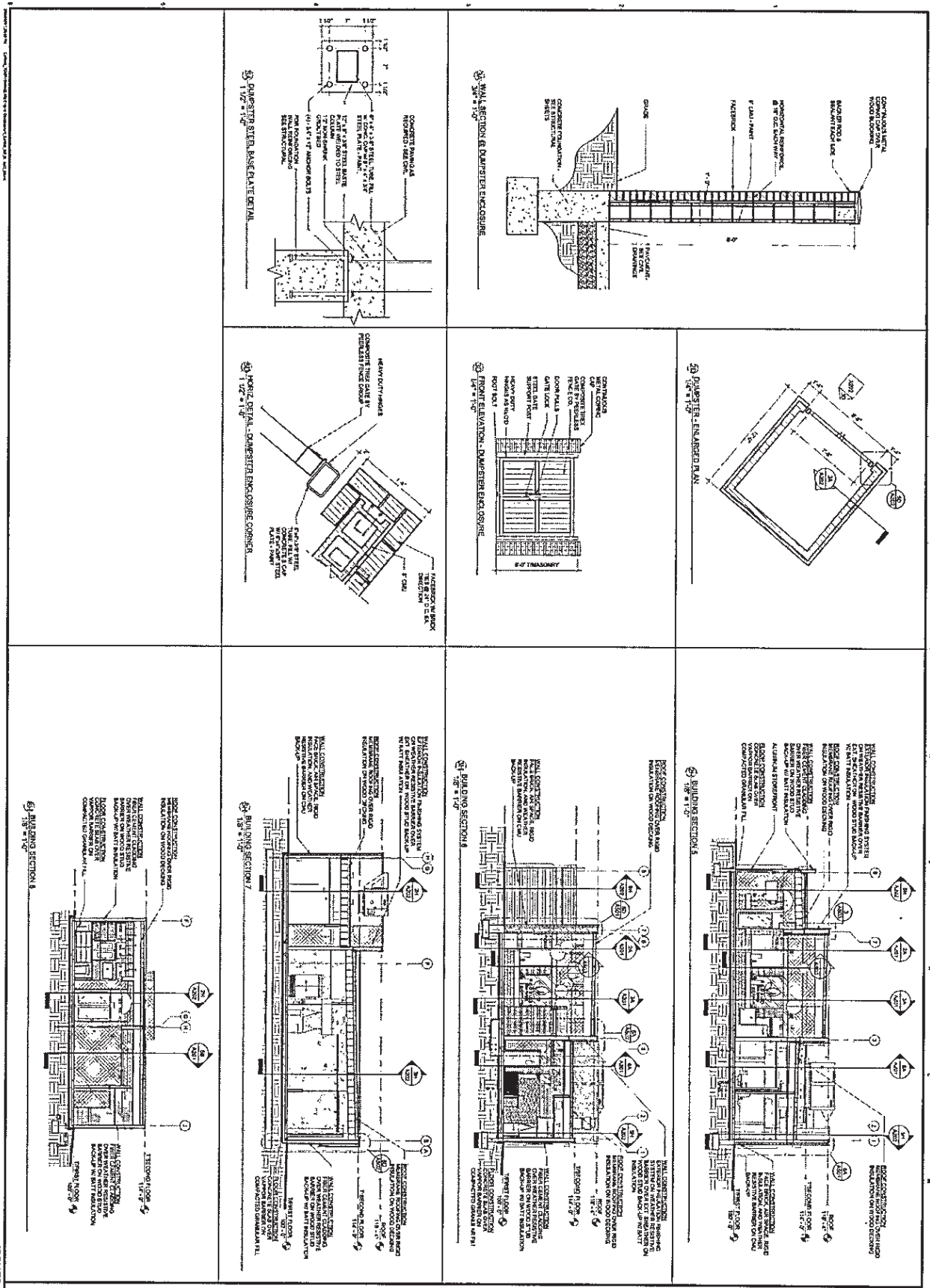
BUILDING ELEVATIONS & SECTIONS
EMPIRE DEVELOPMENT PROJECT
 1101 AIRPORT ROAD
 BLOOMINGTON, IL 61704



BLDD
ARCHITECTS

Design Firm
Registration
#164-000723

date 02/17/2021
 revised
 drawn by JMK
 checked by AOK



ISSUED FOR BID AND PERMIT

A202

BUILDING SECTIONS & DUMPSTER ENCL.
 EMPIRE DEVELOPMENT PROJECT
 AIRPORT ROAD
 BLOOMINGTON, IL 61704

BLDD ARCHITECTS

Design Firm
 Registration
 #164-000723

Date: 02/21/2020
 Drawn by: JAC
 Checked by: JAC

ISSUED FOR BID AND PERMIT

A701

Page 1 10/03/2020

INTERIOR ELEVATIONS - COMMONS
EMPIRE DEVELOPMENT PROJECT
1101 AIRPORT ROAD
BLOOMINGTON, IL 61704

BLDD
ARCHITECTS

Design Team
11/14/2019

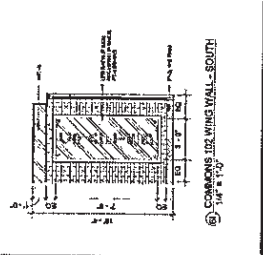
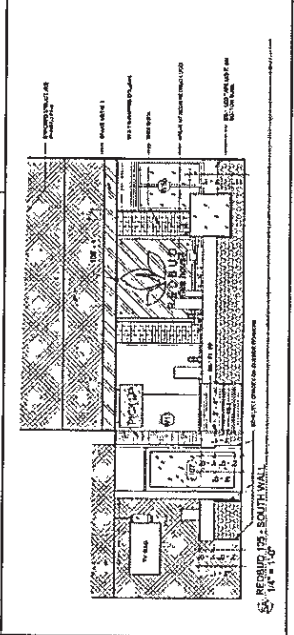
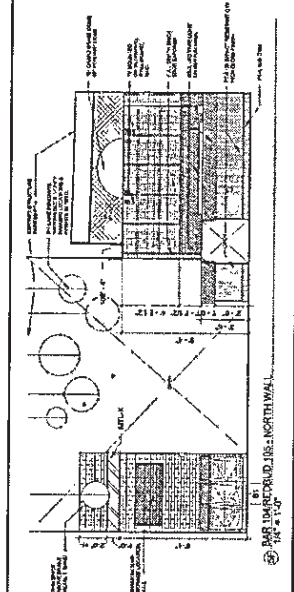
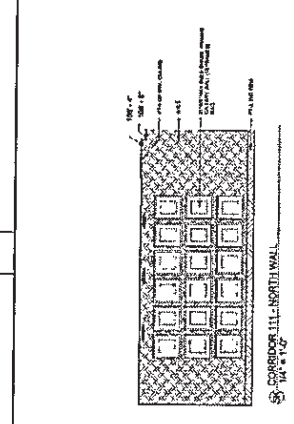
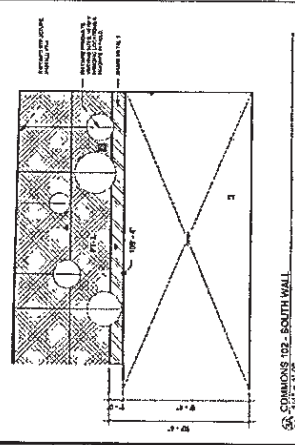
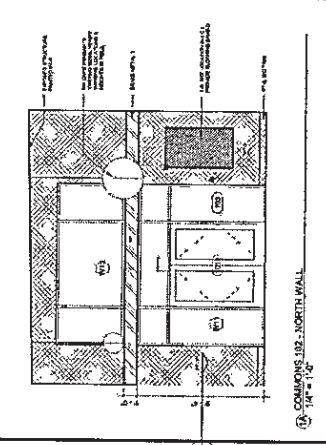
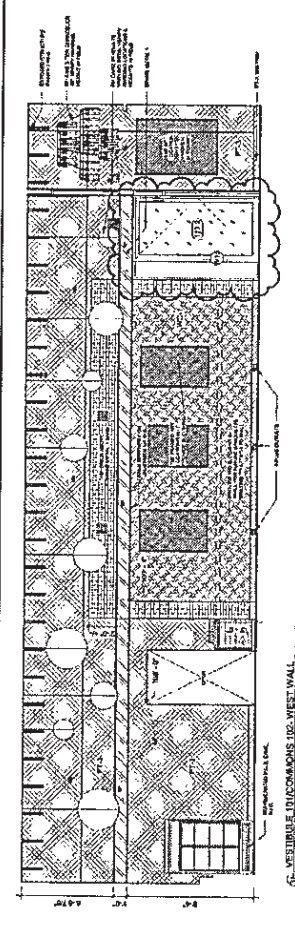
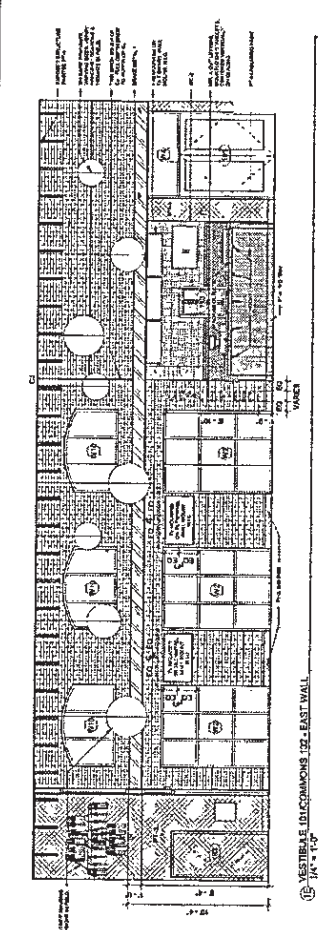
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Date
02/21/2020

FINISH LEGEND

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CASWORK SCHEDULE

ITEM	DESCRIPTION
1	COMMONS 101 WEST WALL - SOUTH
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100	COMMONS 101 WEST WALL - SOUTH

COMMONS 101 WEST WALL - SOUTH

The following Item was presented:

Item 5.B. Public Hearing and Action on an Application from Spinnegan's, LLC, to be located at 1101 Airport Rd., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:08 PM.

Robert McDermott, Part Owner of Spinnegan's, LLC (Applicant), after being sworn, addressed the Commission. Mr. McDermott explained that they were requesting a liquor license in order to take over the location when the current licensee, Crafted, surrendered their liquor license. He noted that they planned to continue offering live music, food, and similar services to what was currently offered at the location.

Asst. Corporation Counsel George Boyle asked Mr. McDermott if he operated any other businesses. Mr. McDermott stated that he was an owner in Bar @ Pop-Up, Empire Coffee, and BloNo Pizza in Normal. Mr. Boyle thanked him and then noted that Bar @ Pop-Up would appear later on the agenda for a citation related to selling alcohol to a minor and stated that the business had not had any other previous issues, nor did Legal have concerns about the proposed application.

Commissioner Poondru asked if everyone serving alcohol would be BASSET Certified. Mr. McDermott answered yes.

Commissioner Meister asked which areas of the property would be designated for the service and consumption of alcohol. Mr. McDermott explained that there was a designated bar inside separate of the coffee bar that alcohol would be sold from. He also stated that on special occasions a portable bar might be placed outside to sell on the patio. He noted they planned to keep the same model as the current licensee using the same service areas including the upstairs and downstairs patios, the volleyball courts, and the grass area out back. He noted that liquor would not be sold from the food truck. Commissioner Meister then asked about food service. Mr. McDermott explained that they would have bakery items, sandwiches, pizzas, and other quick-serve foods that could be easily heated.

Mr. Boyle noted they were applying for a restaurant license and asked if the applicants were aware of the required ratio for the restaurant liquor license classification type. Mr. McDermott answered yes.

Commissioner Brady then asked if other staff had questions.

Asst. Police Chief Paul Williams asked about security cameras and requested that the business contact him to discuss emergency contacts and camera set ups. Mr. McDermott agreed and noted that they were still working on the camera set-up.

Staff had no additional comments or concerns.

Commissioner Brady stated that the business was interested in gaming. Mr. McDermott confirmed. Leslie Yocum, City Clerk, shared information on how video gaming licenses work at the City and State levels, and pointed out that a separate application would be required.

Commissioner Brady then 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 4:16 PM.

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

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

The following Item was presented:

Item 5.C. Public Hearing and Action on an Application from Golden Ticket Cinemas, Inc., located at 415 Detroit Dr., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, 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 4:18 PM.

Amy Rohrschneider, General Manager of Golden Ticket Cinemas, Inc. (Applicant), after being sworn, addressed the Commission. Ms. Rohrschneider explained that they were requesting a liquor license to complement the cinema services offered at their establishment. She stated that the venue would offer a self-service beer wall that could only be operated by guests who had their identification checked to ensure they were at least 21 years of age and who had been issued a beer card.

Commissioner Jordan asked how alcohol would be monitored in the theaters. Ms. Rohrschneider explained that guests after being carded would also be given a wristband to wear pointing out that the wristbands would also assist them in monitoring drinking in the theaters. She shared that all staff serving and monitoring alcohol would be BASSET-trained and she stated that staff would monitor by doing random checks of theaters via standard entry doors into the theaters, as well as from above where the movies were projected. She added that the beer cards also had limitations in which a single card could not be used for more than two drinks in two hours. She explained how card and dispensing system monitored the ounces poured and then locked the card down once the maximum was reached. From there customers would have to get re-carded to turn their card back on. She also discussed how funds could remain on a card if not used, but because the card timed out every two hours it would require the person holding the card to be carded in order to activate it again in the future.

Commissioner Poondru asked if everyone serving alcohol would be BASSET Certified. Ms. Rohrschneider answered yes.

Commissioner Meister asked if they served food. Ms. Rohrschneider stated that they would have full-service food in addition to quick self-serve concessions.

Commissioner Brady asked if staff had any questions or concerns. None were discussed.

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 4:24 PM.

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

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Meister; Poondru; Jordan



Consent Agenda Item No. 7.Q.

For City Council: November 10, 2025

Ward Impacted: Ward 8

Subject: Consideration and Action on an Application from Golden Ticket Cinemas, Inc., located at 415 Detroit Dr., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, 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: Golden Ticket Cinemas, Inc., (Applicant), located at 415 Detroit Dr., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License.

After a Public Hearing on November 12, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on October 5, 2025, in *The Pantagraph*. 26 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class EBS Liquor License is \$1,500 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. Liquor Application_Golden Ticket Cinemas, Inc.
2. DRAFT 10/14/25 Liquor Commission Minutes_Golden Ticket Cinemas Inc

City Clerk Requirement Verification Memo

To: City Council Review

Re: Golden Ticket Cinemas, Inc.

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

- Completed Application
- List of Owners
- Lease Agreement
- Financial Statement
- Articles of Incorporation
- \$2,000 Bond
- Certificate of Liquor Liability Insurance
- B/N Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Applicants Passed Required Background Investigations

Items Due Before License Issuance

- Development Services and Health Dept. Inspections
- Certificate of Liability Insurance
- 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)	Golden Ticket Cinemas, Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	N/A
Legal Entity Address (including City, State, and Zip)	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	[REDACTED]
Establishment Address including Zip	415 Detroit Dr, Bloomington, IL 61704
Establishment Phone Number	309-319-2114
Establishment Email Address	bloomington@GTCINEMAS.COM
*Email Address for <u>ALL</u> City Communications:	[REDACTED]

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
John Bloemeke	Durham	NC	27705
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
Amy Rohrschneider	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
Amy Rohrschneider	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 <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

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

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Movie Theater
- What class of liquor license is being sought? (See descriptions beginning on page 1.) S & EB
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Seeking to serve Beer & Wine to patrons who wish to attend a movie.
- If approved, how would the liquor license benefit the City and its residents? _____
Would provide a unique and friendly movie experience to residents and their families.
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Admission Tickets and Concession Stand. Alcohol would be a very small percent of sales.
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	10 AM	11 PM
Tuesday:	10 AM	11 PM
Wednesday:	10 AM	11 PM
Thursday:	10 AM	11 PM
Friday:	10 AM	11 PM
Saturday:	10 AM	11 PM
Sunday:	10 AM	11 PM

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
MOSTLY COMMERCIAL, TESLA DEALERSHIP, FITNESS CENTERS, PET HOTEL.
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
VARIES BUT MOST ARE 9:00 AM TO 6:00 PM
 - Is the area predominately residential, are they single or multi-family homes?
No this is a commercial area
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
Two way streets connecting the commercial buildings. Large parking area for the movie theater.
- How much additional traffic is expected to be generated with a liquor license? _____
Minimal as patrons are primarily there to attend movies with friends and/or family.
- Describe any and all on- and off-street parking: _____
None, plenty of parking in the parking lot for movie goers.
- How many establishments with liquor licenses are located within 500 ft. of the establishment? None

**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: There are approximately 6 locations that serve beer and wine in various states.
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:

None.

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.

John Bloemeke

President

Name (Please Print)

Title

8/27/2025

Date

Re: Liquor License Application Update, Additional Information Needed - GOLDEN TICKET CINEMAS INC

From Michael Hartle [REDACTED]
Date Wed 10/1/2025 3:00 PM
To City Clerk Inquiries <cityclerk@cityblm.org>
Cc Eric Reeve [REDACTED]

1 attachment (12 MB)
2025.05.20_GTC Bloomington_Permit Revisions.pdf;

Good day,

I've made a small amount of context to the image on storage. I'll also take a moment to confirm the system and the context of how this system has been used.

We are utilizing the Pour My Beer Tap Wall system.

Customers will enter our facility and be able to purchase TAP CARD from our qualified staff at the Card Pick Up area.

At this space is where we use an exhaustive system of ID scanning and customer evaluation. Where ETIPS certified personnel will issue beer cards after checks have been completed.

They will then attain a wristband and will be able to use the beer system to try our various beer options.

The customer can consume beer in the hallways/lobby seating areas, play trivia, play pinball and sit in an auditorium to watch their film.

We have a 50\$ limit on beer consumption, which is usually deducted to around 2 Tall Boy Beers (24oz).

The wristbands make identifying individuals using the beer wall, easily spotted. Both inside and outside the theatre auditoriums.

We use only clear cups for the beer wall, making this even easier to notice and form of abuse.

Our beer storage cooler is behind the beer wall. This will have all beer options stored in one place. The only exception would be in the kitchen space where the cooler is included. There would be times an empty keg would be stored here and secured by chain.

Alcohol will not be allowed to leave our facility. Signs are posted on all doors informing customers that no drinks can come in and no drinks can go out.

Please let me know if further context is needed.



RICHARD STEWART, AIA
 209 EAST PENN SQUARE
 SUITE 1080
 PHILADELPHIA, PA 19107
 215.928.5831
 JCRPARCHITECTS.COM



DANIEL VALLACCH, NCARB
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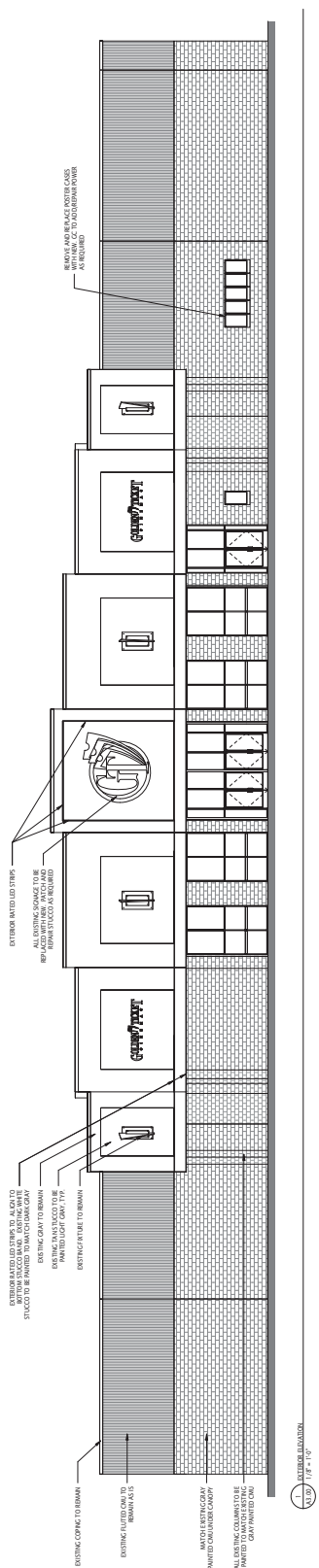
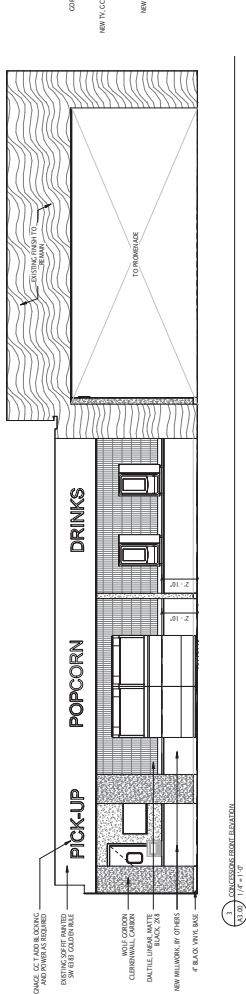
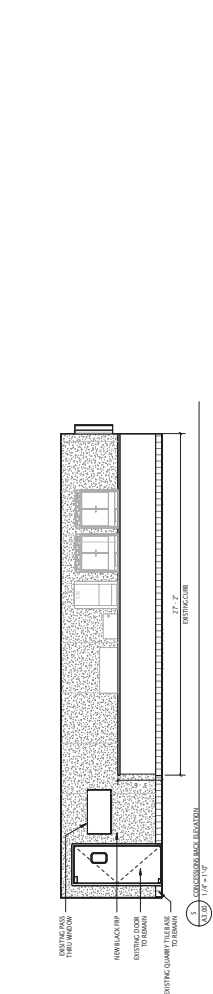
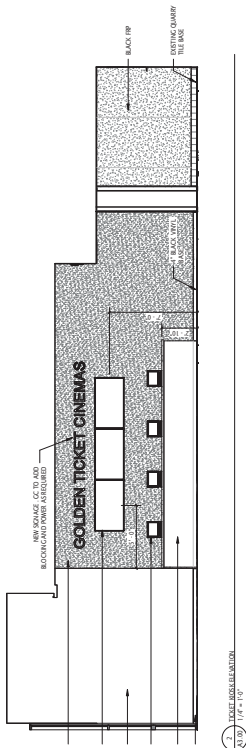
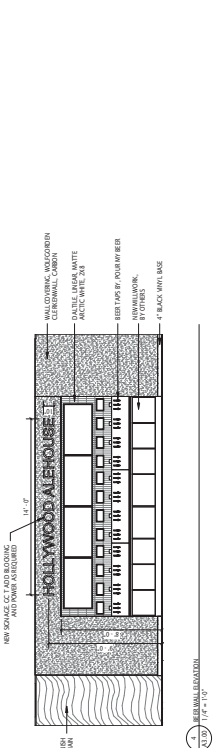
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GOLDEN TICKET CINEMAS - BLOOMINGTON RENOVATIONS
 LOBBY RENOVATION
 415 DETROIT DR.
 BLOOMINGTON, IL 61704

DATE: 01/15/2023
 DRAWN BY: J22
 PROJECT: BLOOMINGTON



A3.00

CONSTRUCTION ISSUE

[illegible][illegible][illegible]

The following Item was presented:

Item 5.C. Public Hearing and Action on an Application from Golden Ticket Cinemas, Inc., located at 415 Detroit Dr., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, 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 4:18 PM.

Amy Rohrschneider, General Manager of Golden Ticket Cinemas, Inc. (Applicant), after being sworn, addressed the Commission. Ms. Rohrschneider explained that they were requesting a liquor license to complement the cinema services offered at their establishment. She stated that the venue would offer a self-service beer wall that could only be operated by guests who had their identification checked to ensure they were at least 21 years of age and who had been issued a beer card.

Commissioner Jordan asked how alcohol would be monitored in the theaters. Ms. Rohrschneider explained that guests after being carded would also be given a wristband to wear pointing out that the wristbands would also assist them in monitoring drinking in the theaters. She shared that all staff serving and monitoring alcohol would be BASSET-trained and she stated that staff would monitor by doing random checks of theaters via standard entry doors into the theaters, as well as from above where the movies were projected. She added that the beer cards also had limitations in which a single card could not be used for more than two drinks in two hours. She explained how card and dispensing system monitored the ounces poured and then locked the card down once the maximum was reached. From there customers would have to get re-carded to turn their card back on. She also discussed how funds could remain on a card if not used, but because the card timed out every two hours it would require the person holding the card to be carded in order to activate it again in the future.

Commissioner Poondru asked if everyone serving alcohol would be BASSET Certified. Ms. Rohrschneider answered yes.

Commissioner Meister asked if they served food. Ms. Rohrschneider stated that they would have full-service food in addition to quick self-serve concessions.

Commissioner Brady asked if staff had any questions or concerns. None were discussed.

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 4:24 PM.

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

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Xing Xing, LLC., d/b/a The Vault of Bloomington, located at 110 W. Washington St., Basement Level, Requesting Approval of the Creation of a Class TA (Tavern, All Types of Alcohol) Liquor License. (Recommended

MINUTES

LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, OCTOBER 14, 2025, 4:00 PM



Consent Agenda Item No. 7.R.

For City Council: November 10, 2025

Ward Impacted: Ward 5

Subject: Consideration and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

Background: Aroma Hospitality Group, LLC (Applicant), is requesting approval of the creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License to be located at 1607 Jumer Drive. The Applicant premises is located on the same parcel as the Chateau Hotel & Conference Center, which is currently licensed with a Class EAS Liquor License, but has a different street address and will operate as a restaurant.

After a Public Hearing on November 12, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on October 5, 2025, in *The Pantagraph*. 10 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class RAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 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. Liquor Application_Scramblers
2. DRAFT 10/14/25 Liquor Commission Minutes_Scramblers

City Clerk Requirement Verification Memo

To: City Council Review

Re: Aroma Hospitality Group, LLC d/b/a Scramblers

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 Information
- Lease Agreement
- Financial Letter
- Articles of Organization
- Computer-Generated Site Plan
- B/N Package Liquor Tax Registration Form
- B/N Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA Registered with the State of IL
- Applicants Passed Required Background Investigations

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)	Aroma Hospitality LLC AROMA HOSPITALITY GROUP, LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	SCRAMBLERS
Legal Entity Address (including City, State, and Zip)	
Legal Entity Phone Number	309-261-5342
Legal Entity Email Address	jeremycruthis@adidevbm.com
Establishment Address including Zip	1607 Jumer Dr, Bloomington, IL 61704
Establishment Phone Number	309-261-5342
Establishment Email Address	jeremycruthis@adidevbm.com
*Email Address for <u>ALL</u> City Communications:	jeremycruthis@adidevbm.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
Jeremy Cruthis	Normal	Illinois	61761
Phone Number	Email Address		
309-261-5342	jeremycruthis@adidevbm.com		

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

Name (First & Last)	City	State	Zip
Nalin Gupta	Bloomington	Illinois	61704
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

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

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

Status of Business Information:

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

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

☐ Partnership (Date of Formation: _____)
☐ 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 ☐ N/A

If Applicant is a Corporation or LLC: Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? If yes, please identify the individual(s) and explain: _____

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

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Opening a new restaurant for the patrons of Bloomington, IL.
- If approved, how would the liquor license benefit the City and its residents? _____
Additional tax revenue for the city & a new dining venue for the residents of Bloomington, IL
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Food revenue
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	06:00 am	12:00 am
Tuesday:	06:00 am	12:00 am
Wednesday:	06:00 am	12:00 am
Thursday:	06:00 am	12:00 am
Friday:	06:00 am	12:00 am
Saturday:	06:00 am	12:00 am
Sunday:	06:00 am	12:00 am

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
commercial zoning
- 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
06:00 am to 12:00 am
- 2B. Is the area predominately residential, are they single or multi-family homes?
commercial
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
All 2-way & 3-way streets
- How much additional traffic is expected to be generated with a liquor license? _____
Minor
- Describe any and all on- and off-street parking: _____
On-Site Parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**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: _____
 Nalin Gupta already has liquor licenses (License No.- 15132 & License No.- 16683)
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.

Jeremy Cruthis

General Manager

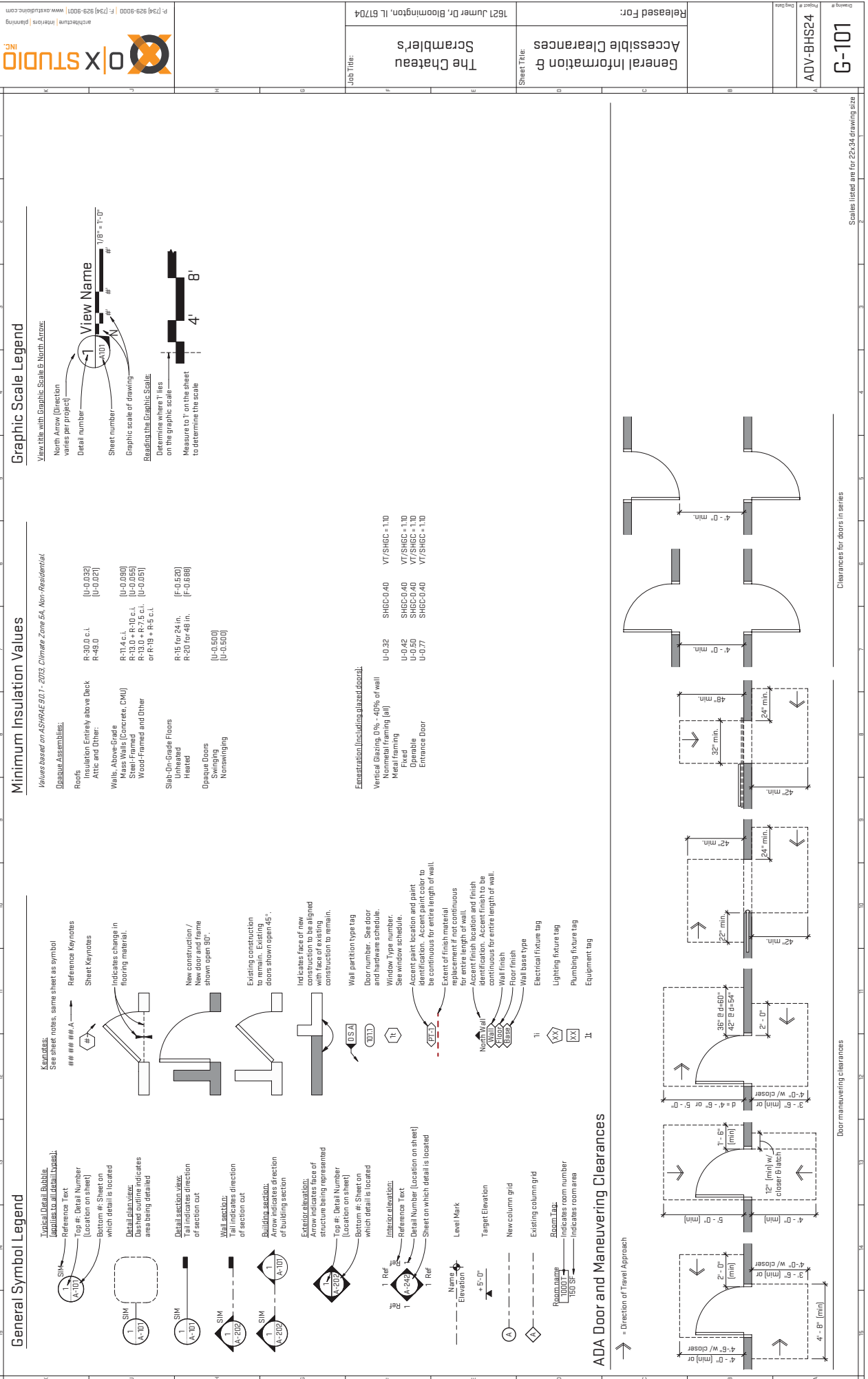
Name (Please Print)

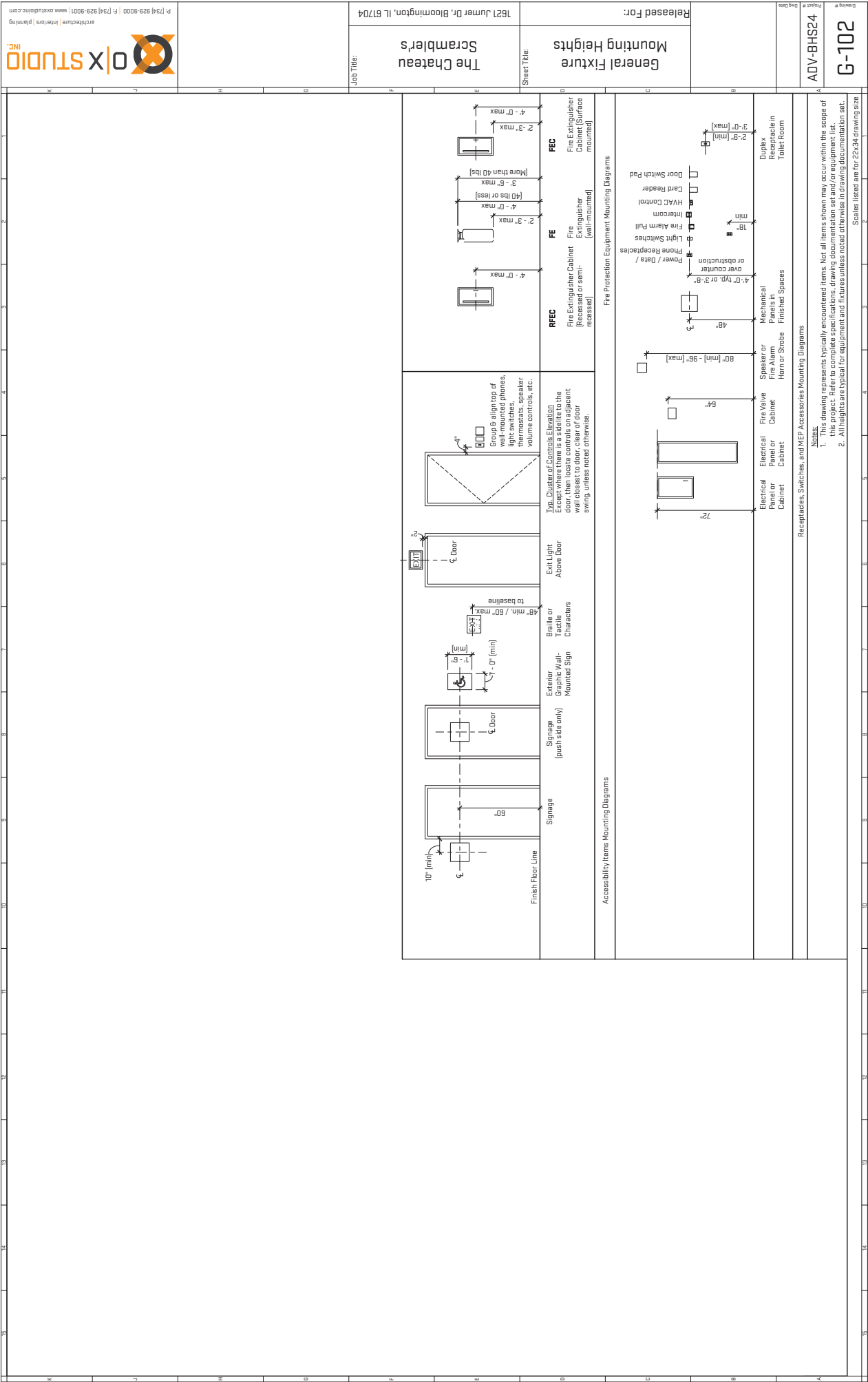
Title

08/19/2025

Signature

Date





Minimum Number of Required Plumbing Fixtures (Table 403.1 MPC)										
Occupant Load = XXX Male-XXX, Female-XXX	Occupancy	Description	Water Closets (wc)		Urinals (U: See Section 419.2)		Lavatories		Drinking Fountains (1 per 500)	Other (1 service sink)
			Male (1 per 75)	Female (1 per 75)	Male (1 per 200)	Female (1 per 200)	Required	Provided		
A-2	Restaurants	2	4	2	4	1	1	1	0	1

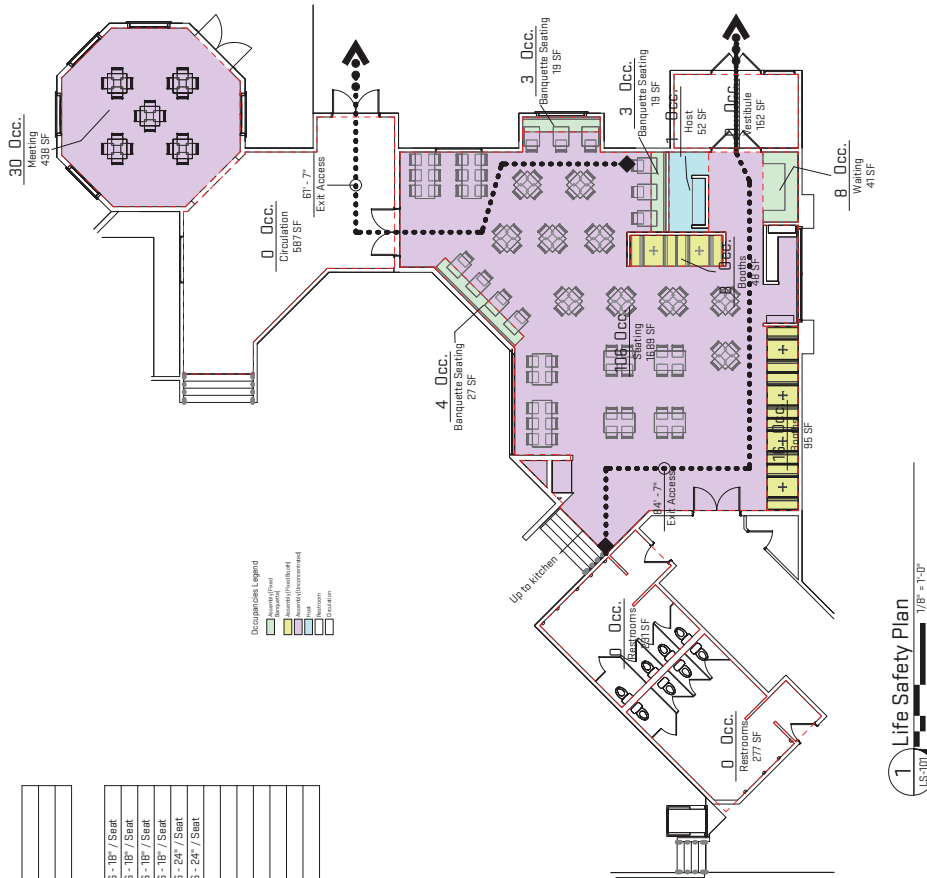
Occupant Load (Table 1004.1.1)					
Use	Area	% of Total	Floor Area per Occupant	Design Occupant Load	Comments

	Assembly [Concentrated]	Not Placed	0%	6.6	Net
	Assembly [Unconcentrated]	Not Placed	0%	15	Net
	Bar	Not Placed	0%	200	Gross

Ground	Assembly (Fixed Barquette)	41 SF	1%	Net	Per BC 1004.6 - 1B' / Seat
	Assembly (Fixed Barquette)	19 SF	1%	Net	Per BC 1004.6 - 1B' / Seat
	Assembly (Fixed Barquette)	27 SF	1%	Net	Per BC 1004.6 - 1B' / Seat
	Assembly (Fixed Barquette)	19 SF	1%	Net	Per BC 1004.6 - 1B' / Seat
	Assembly (Fixed Booth)	95 SF	3%	Net	Per BC 1004.6 - 24' / Seat
	Assembly (Uncontaminated)	48 SF	1%	Net	Per BC 1004.6 - 24' / Seat
	Assembly (Uncontaminated)	1689 SF	46%	15	Net 113
	Assembly (Uncontaminated)	439 SF	12%	15	Net 30
	Circulation	152 SF	4%	0	-
	Circulation	567 SF	16%	0	-
	Host	52 SF	1%	200	Gross 1
	Restroom	231 SF	6%	0	-
Restroom	277 SF	8%	0	-	

***410.4 Substitution**
Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies, where water dispensers are provided, drinking fountains shall not be required.

DEC 2024	1004.6 Fixed Seating For areas having fixed seats and aisles, the occupant load shall be determined by the number of seats provided for each row of seating. The occupant load shall be based on the number of fixed seats available for seating in accordance with Section 1004.5.5, and added to the number of fixed seats airters provide drinking water in a container free of charge, diluted to the number of patrons in those restaurants. In other occupancies, where water dispensers are provided, drinking water shall be provided for each occupant. The occupant load of wheelchair spaces and the associated companion seat shall be based on one wheelchair space and one occupant for the associated companion seat, provided in accordance with Section 1108.2.3.3. For areas having fixed seating without dividing arms, the occupant load shall be not less than the number of seats based on one person for each 18 inches (457 mm) of seating length. The occupant load of seating booths shall be based on one person for each 24 inches (610 mm) of booth seat length measured at the backrest of the seating booth; the determined number of fixed seats installed therein. The occupant load for areas in which fixed seating is not installed, such as wheelchair spaces, shall be determined in accordance with Section 1004.5.5 and added to the number of fixed seats. The occupant load of wheelchair spaces and the associated companion seat shall be based on one wheelchair space and one occupant for the associated companion seat, provided in accordance with Section 1108.2.3.3. For areas having fixed seating without dividing arms, the occupant load shall be not less than the number of seats based on one person for each 18 inches (457 mm) of seating length. The occupant load of seating booths shall be based on one person for each 24 inches (610 mm) of booth seat length measured at the backrest of the seating booth.	1004.6 Fixed Seating For areas having fixed seats and aisles, the occupant load shall be determined by the number of seats provided for each row of seating. The occupant load shall be based on the number of fixed seats available for seating in accordance with Section 1004.5.5, and added to the number of fixed seats airters provide drinking water in a container free of charge, diluted to the number of patrons in those restaurants. In other occupancies, where water dispensers are provided, drinking water shall be provided for each occupant. The occupant load of wheelchair spaces and the associated companion seat shall be based on one wheelchair space and one occupant for the associated companion seat, provided in accordance with Section 1108.2.3.3. For areas having fixed seating without dividing arms, the occupant load shall be not less than the number of seats based on one person for each 18 inches (457 mm) of seating length. The occupant load of seating booths shall be based on one person for each 24 inches (610 mm) of booth seat length measured at the backrest of the seating booth.
------------------------	--	---



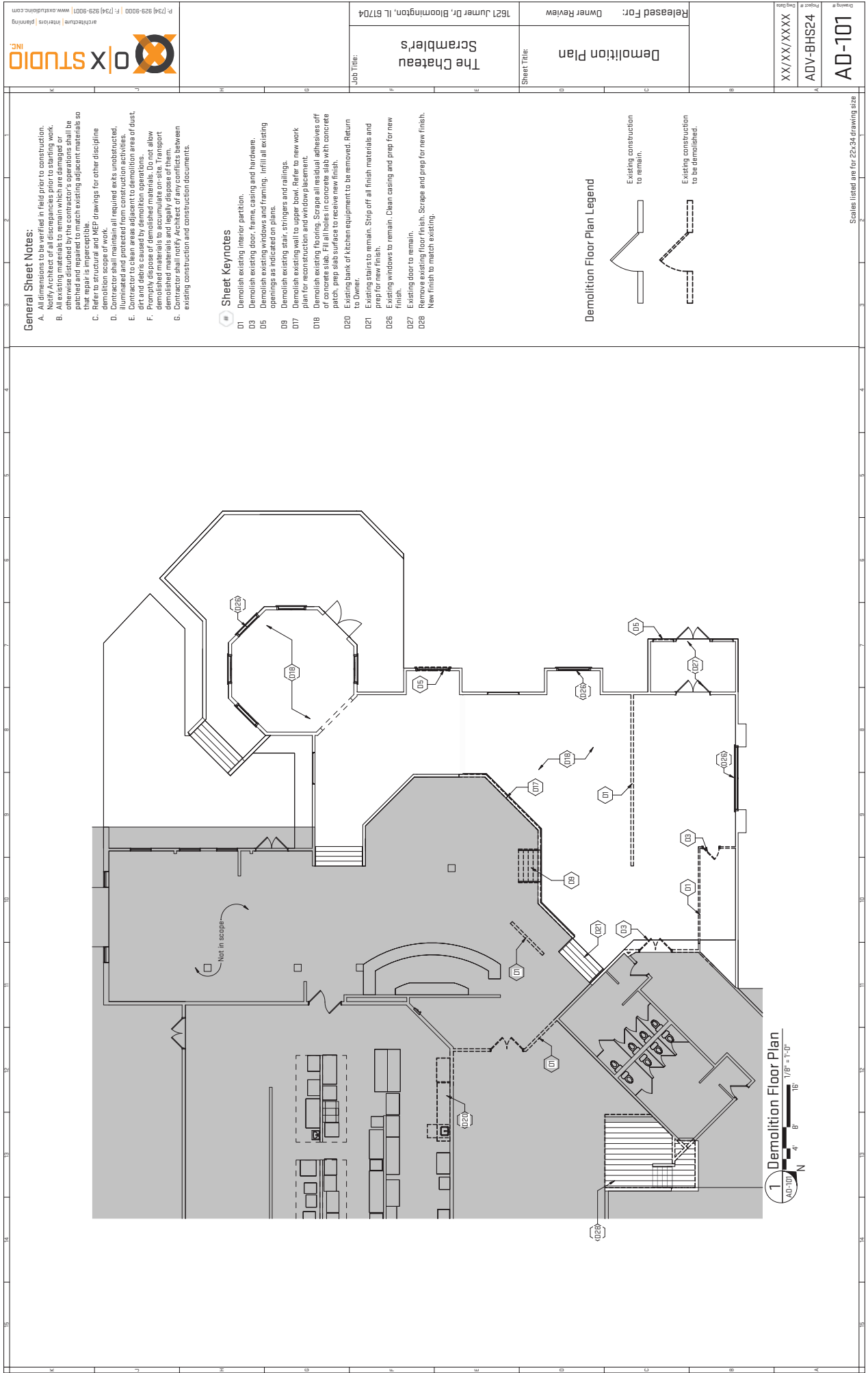
Life Safety Information Summary:	
Building Code:	2021 Illinois Building Code
Mechanical Code:	2021 Illinois Mechanical Code
Electrical Code:	2023 National Electrical Code (NEC)
Plumbing Code:	Illinois Plumbing Code (IPC)
Energy Code:	2021 Illinois Energy Code
Use Group:	A-2 Assembly (Restaurant)
Construction Type:	IB
Height, Building:	1 Story (allowable is 40'-0")
Area, Building:	2,706 SF
Work Area:	
Fire Alarm:	
Fire Sprinkler:	

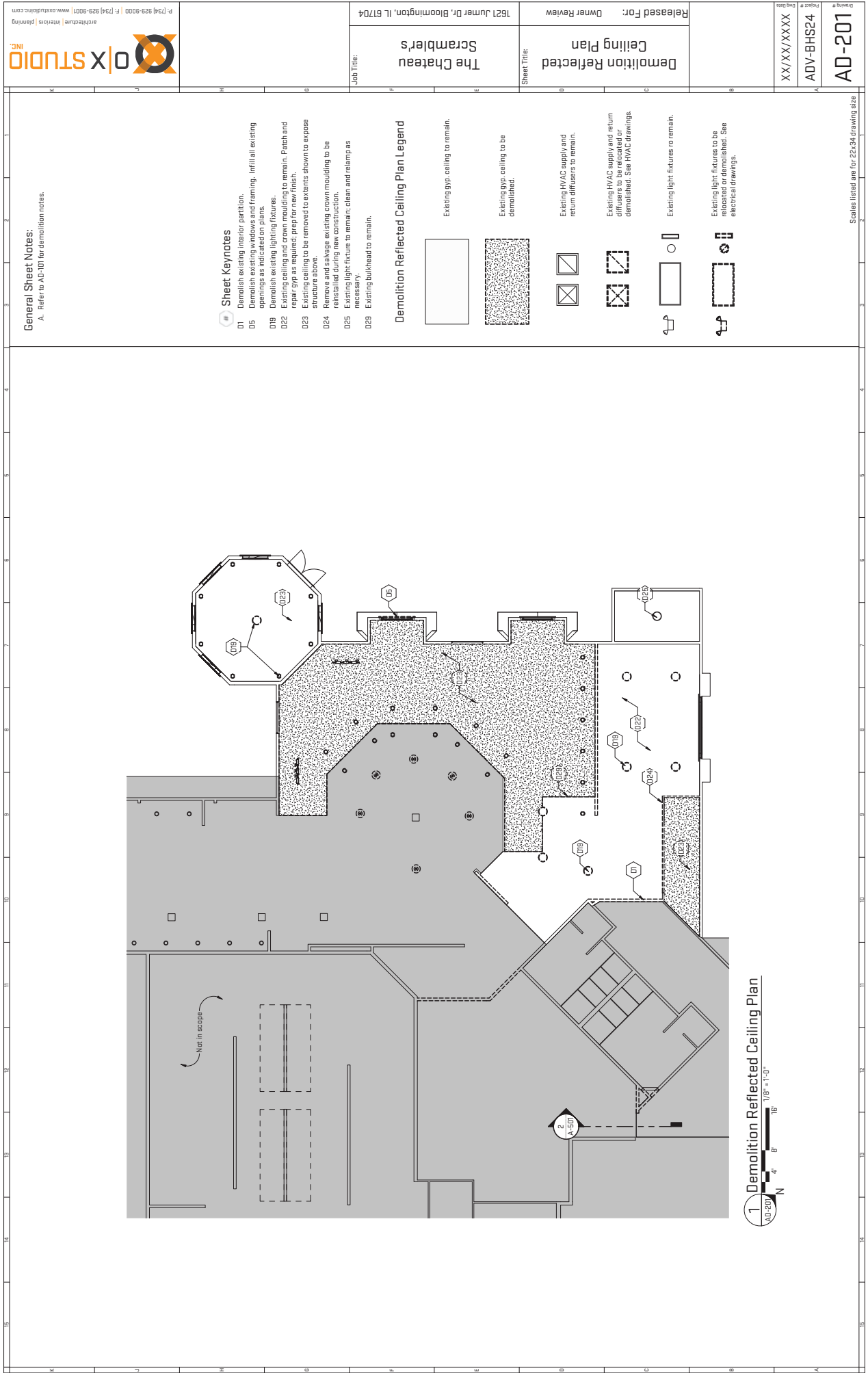
[illegible]

Life Safety Devices/Equipment

F.E.	Portable Wd. Fire Extinguisher (Refer to specification)
	Fire Extinguisher Cabinet (Refer to specification)
	E.x.t Signs (Coordinate with Electrical Drawings)
	1-hour Fire Rated Assembly
	2-hour Fire Rated Assembly
	3-hour Fire Rated Assembly
	Egress Load and Capacity

Scales listed are for 22x34 drawing size





General Sheet Notes:
A. Refer to AD-101 for demolition notes.

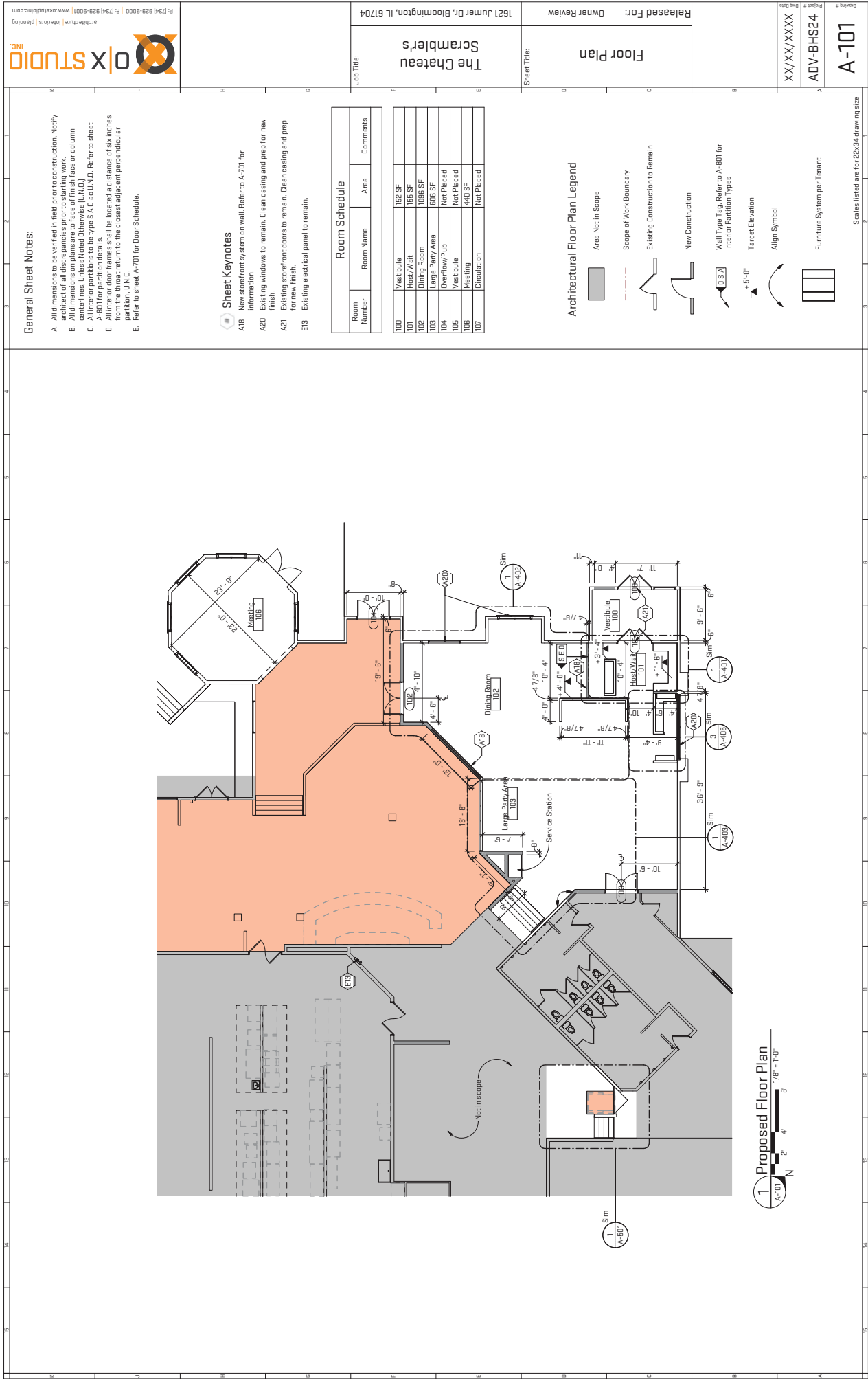
Sheet Keynotes

- 01 Demolish existing interior partition.
- 05 Demolish existing windows and framing. Infill all existing openings as indicated on plans.
- 019 Demolish existing lighting fixtures.
- 022 Existing ceiling and crown moulding to remain. Patch and repair gyp as required; prep for new finish.
- 023 Existing ceiling to be removed to extents shown to expose structure above.
- 024 Remove and salvage existing crown moulding to be reinstated during new construction.
- 025 Existing light fixture to remain; clean and relamp as required.
- 028 Existing bulkhead to remain.

Demolition Reflected Ceiling Plan Legend

- Existing gyp. ceiling to remain.
- Existing gyp. ceiling to be demolished.
- Existing HVAC supply and return diffusers to remain.
- Existing HVAC supply and return diffusers to be relocated or demolished. See HVAC drawings.
- Existing light fixtures to remain.
- Existing light fixtures to be relocated or demolished. See electrical drawings.

AD-201	ADV-BHS24	XX/XX/XXXX	Released For: Owner Review	Sheet Title: Demolition Reflected Ceiling Plan	Job Title: The Chateau Scramblers	1621 Jumer Dr, Bloomington, IL 61704
NOT FOR CONSTRUCTION						



General Sheet Notes:

A. All dimensions to be verified in field prior to construction. Notify architect of discrepancies prior to starting work.

B. All dimensions are to the centerline of field lines or column centerlines, unless noted otherwise (U.N.C.).

C. All interior partitions to be Type S A 0 ac U.N.C. Refer to sheet A-801 for partition details.

D. All interior door frames shall be located a distance of six inches from the existing wall to the closest adjacent perpendicular partition U.N.C.

E. Refer to sheet A-701 for Door Schedule.

Sheet Keynotes

A18 New storefront system on wall. Refer to A-701 for information.

A20 Existing windows to remain. Clean casing and prep for new finish.

A21 Existing storefront doors to remain. Clean casing and prep for new finish.

E73 Existing electrical panel to remain.

Room Schedule

Room Number	Room Name	Area	Comments
100	Vestibule	162 SF	
101	Host/Wait	165 SF	
102	Dining Room	1096 SF	
103	Large Party Area	606 SF	
104	Overflow/Pub	Not Placed	
105	Vestibule	Not Placed	
106	Meeting	440 SF	
107	Circulation	Not Placed	

Architectural Floor Plan Legend

Area Not in Scope

Scope of Work Boundary

Existing Construction to Remain

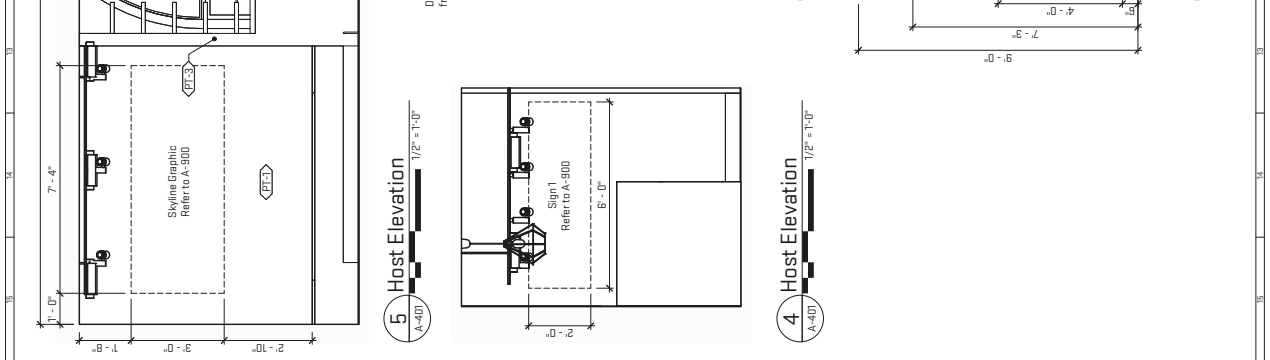
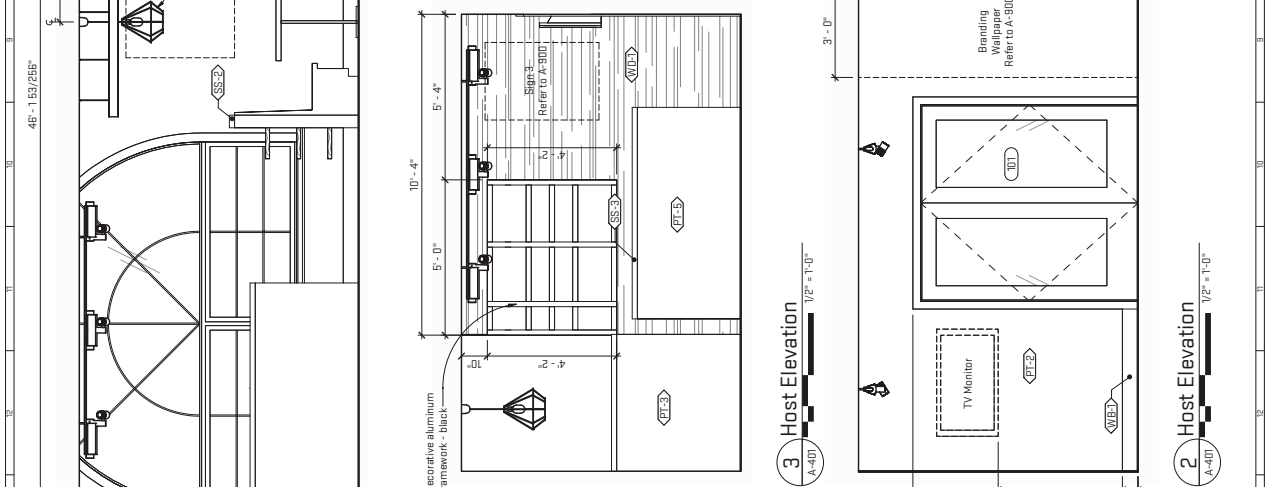
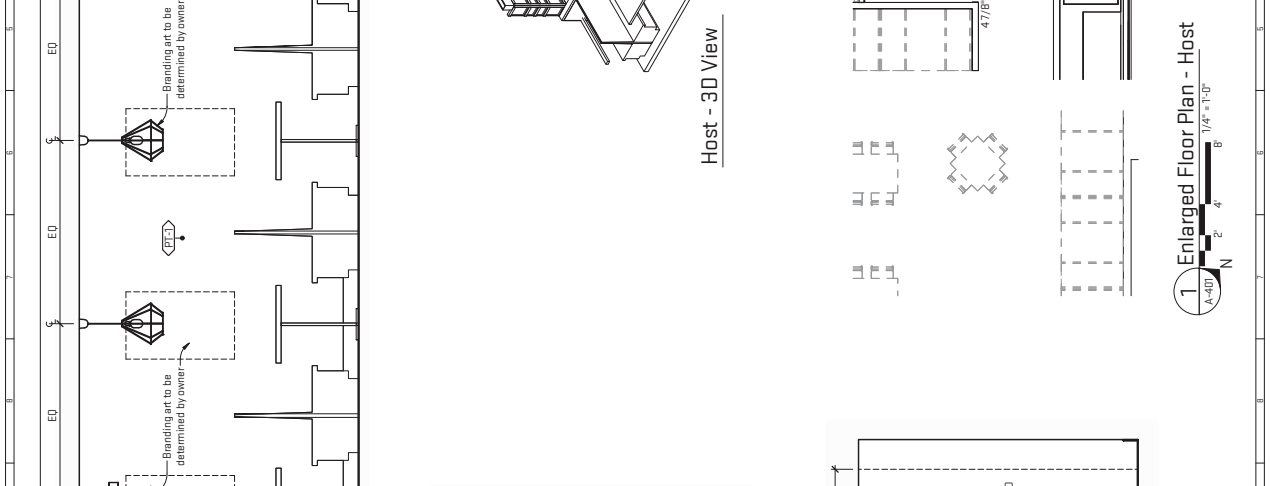
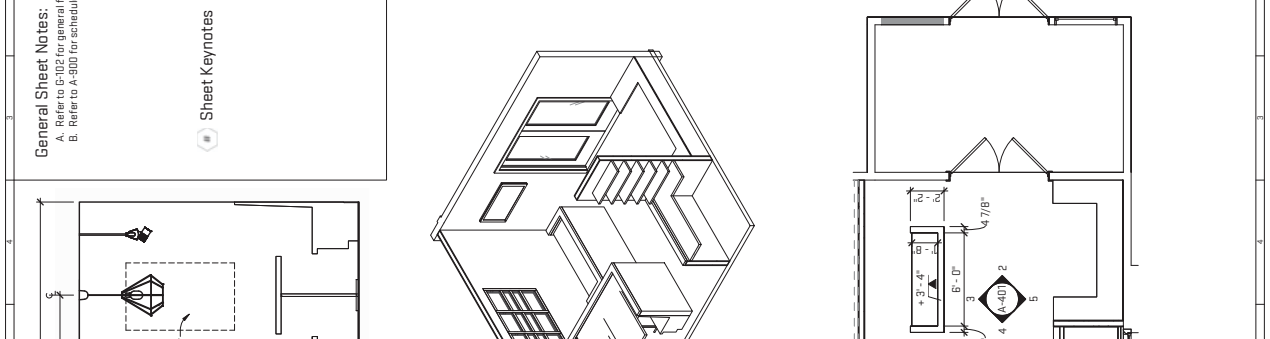
New Construction

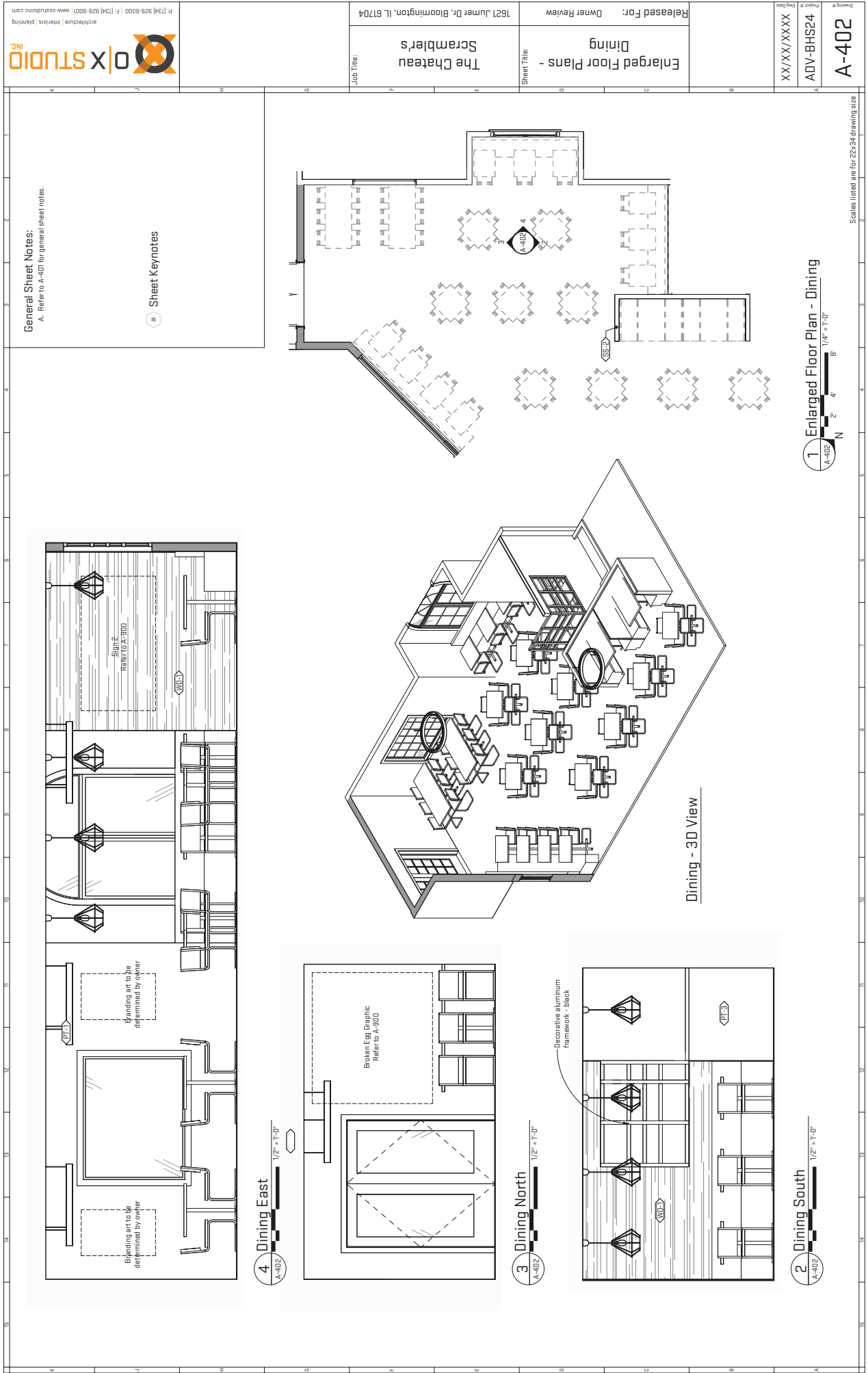
Wall Type Tag. Refer to A-801 for Interior Partition Types

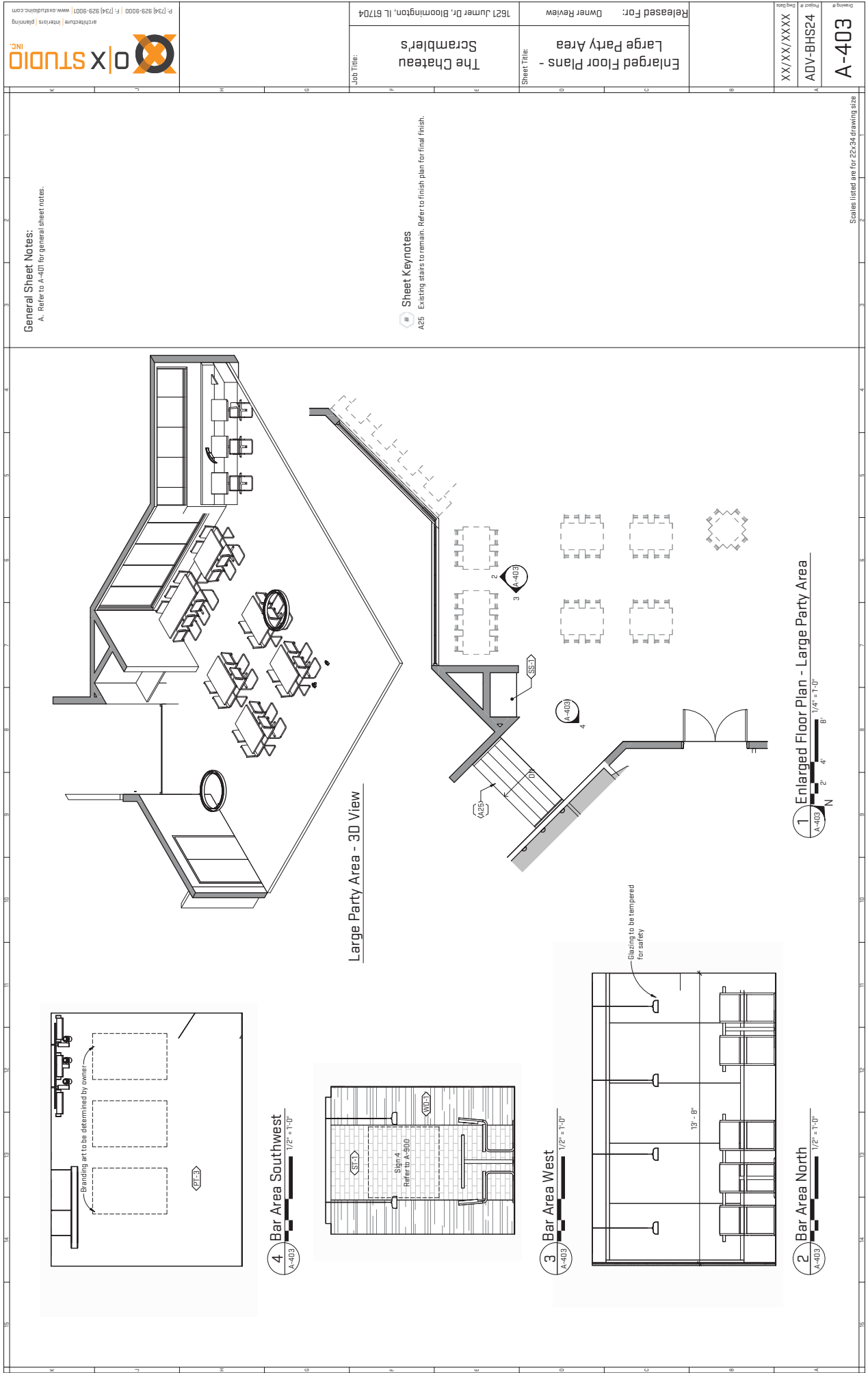
Target Elevation

Align Symbol

Furniture System per Tenant

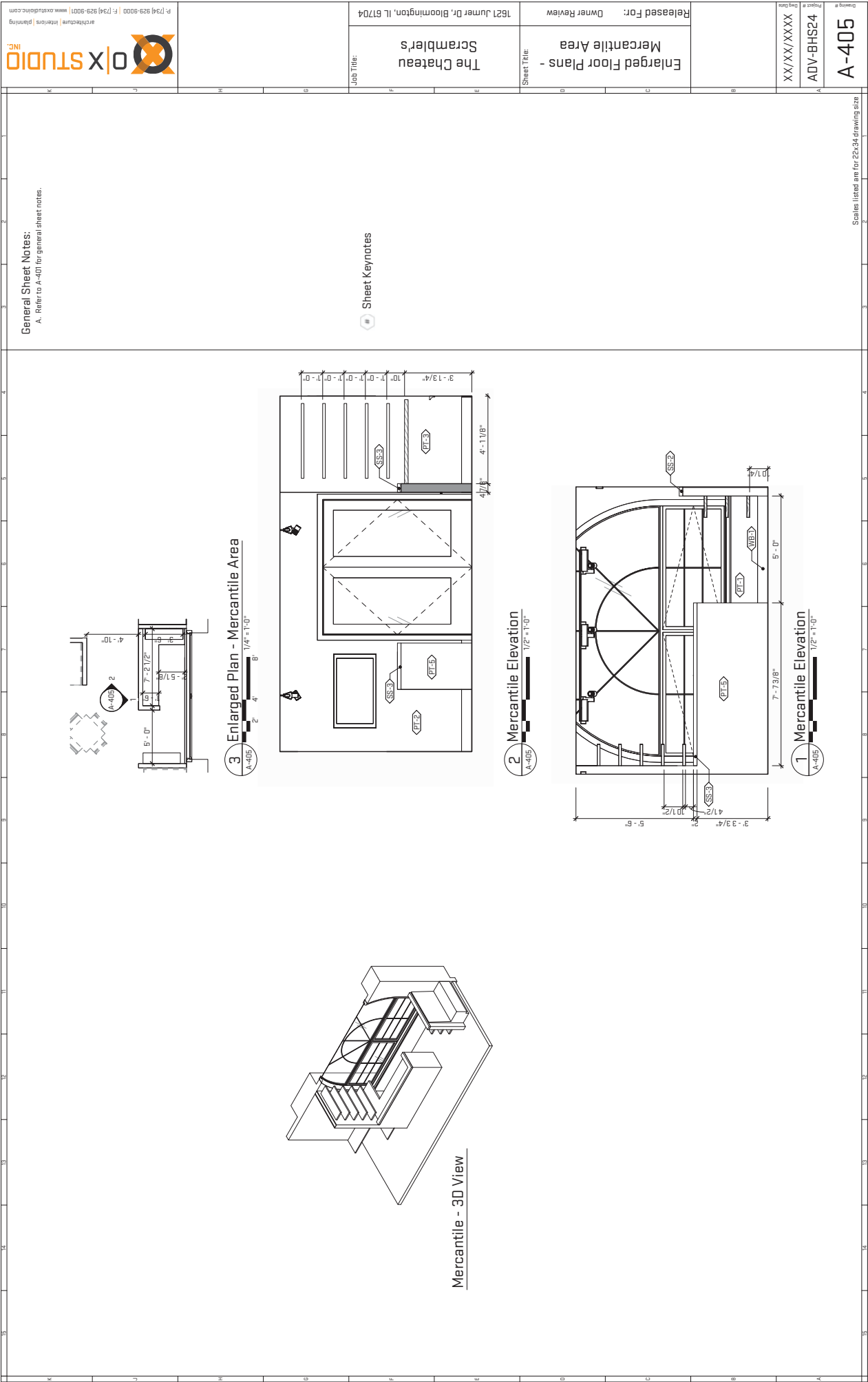




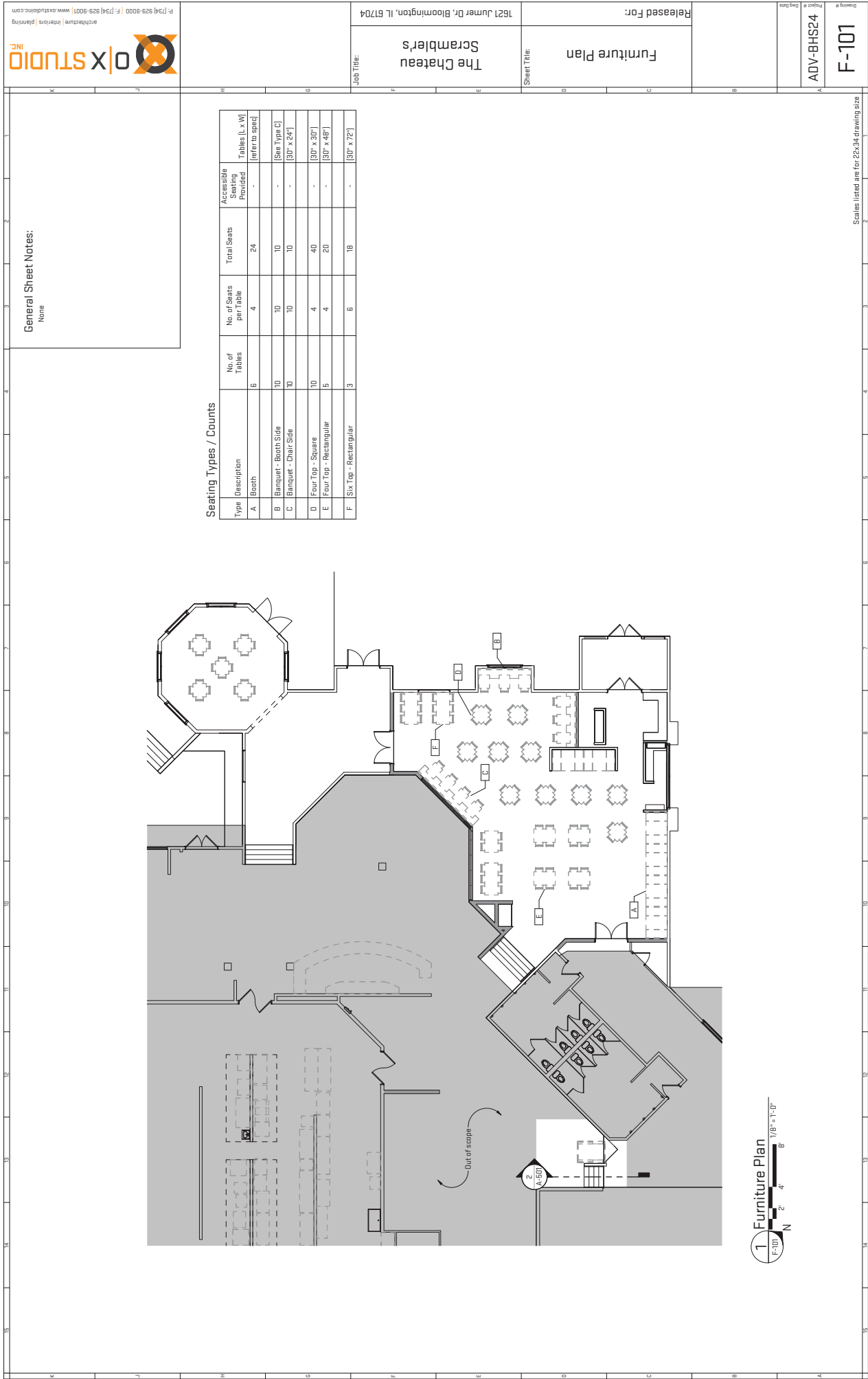


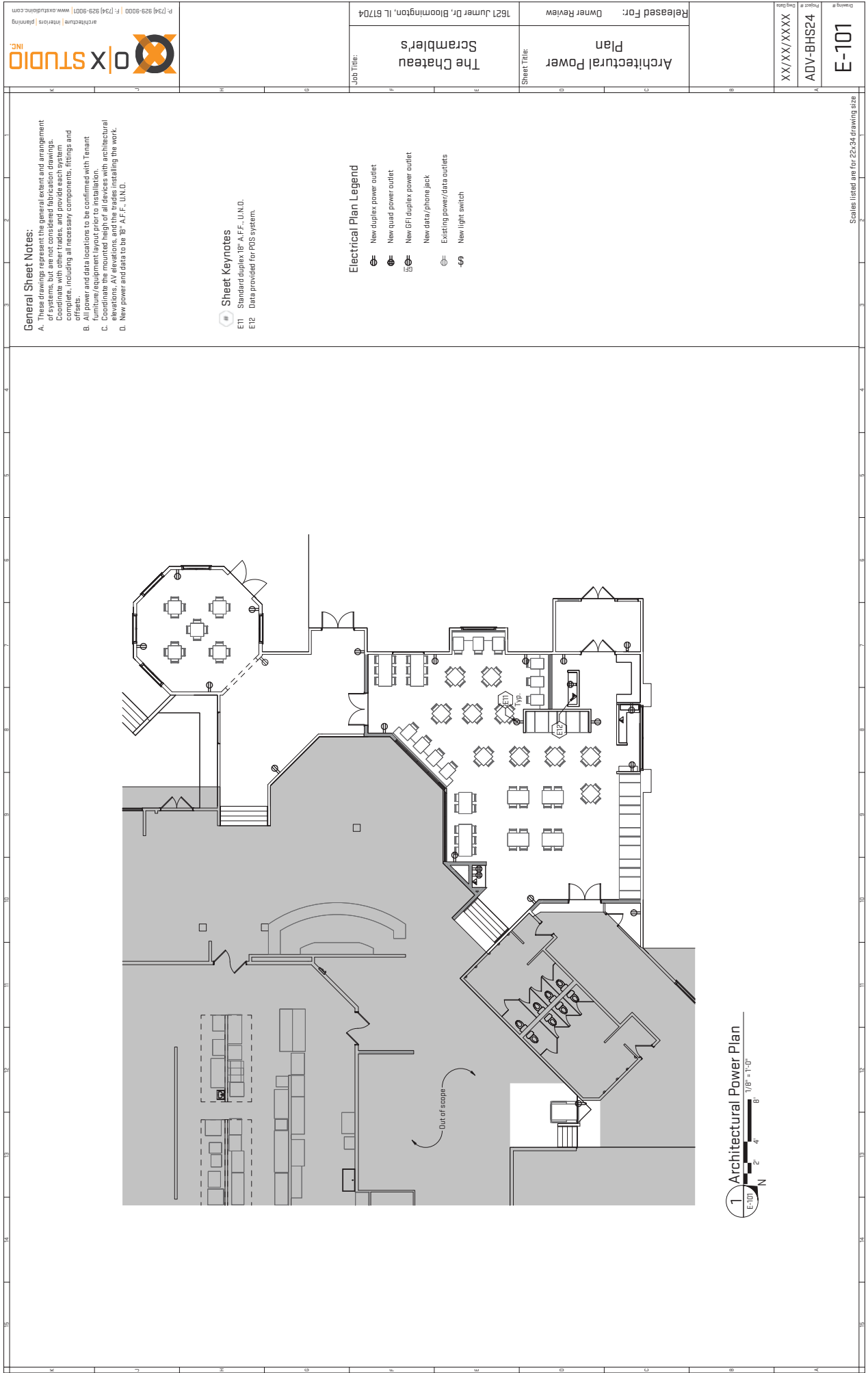
Sheet Keynotes





architectural interior planning P: (734) 929-9000 F: (734) 929-9001 www.ojxstudio.com OJX STUDIO INC.		Project # ADV-BHS24 Sheet # A-950	
Released For: Conceptual Interior Renderings Sheet Title: The Chateau Scrambler's Job Title: 1621 Lumer Dr, Bloomington, IL 61704		General Sheet Notes: A. Refer to A-900 for interior finish material schedule.	
Entry Perspective BHS24 - Bloomington Hotel Scramblers Interior Renderings Scale: 3/4" = 1'-0"		View towards Hotel Entry BHS24 - Bloomington Hotel Scramblers Interior Renderings Scale: 3/4" = 1'-0"	
View towards The Pub BHS24 - Bloomington Hotel Scramblers Interior Renderings Scale: 3/4" = 1'-0"		View towards Main Entry BHS24 - Bloomington Hotel Scramblers Interior Renderings Scale: 3/4" = 1'-0"	





General Sheet Notes:

- A. Refer to specifications for additional door hardware requirements, including submittal requirements.
- B. Glass in exterior doors shall be insulated glass. Glass in interior doors shall not be insulated.

Doors and Frames Notes:

To be determined.

Sheet Keynotes

Door Schedule									
Mark	Room Name	Door				Frame		Door Hardware Set	Fire Rating
		Width	Height	Thickness	Type	Material	Finish		

100	Verthüle	6'-4"	7'-0"	0'-13/4"	D3	AL/GL	Anod.	AL	PT	1
101	Heiz/Wand	6'-4"	7'-0"	0'-13/4"	D3	AL/GL	Anod.	AL	PT	2
102	Dining Room	6'-4"	7'-0"	0'-13/4"	D3	AL/GL	Anod.	AL	PT	1
103		6'-0"	7'-0"	0'-13/4"	D3	AL/GL	Anod.	AL	PT	1
104		6'-0"	7'-0"	0'-13/4"	D3	AL/GL	Anod.	AL	PT	1

Hardware Set No.1

QTY	Description
3	EA Hinge
1	EA Pull Handle Lock
1	EA Rim Lock Panic Device w/ Dogging
1	EA Surface Closer
1	EA Kick Plate
1	EA Wall Stop

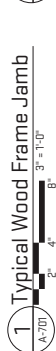
Hardware Set No. 2 - Push/Pull Non-Locking

QTY	Description	QTY	Description
3	EA Hinge	3	EA Hinge
1	EA Push Plate / Pull Handle	1	EA Push Plate / Pull Handle
1	EA Surface Closer	1	EA Pull Handle Lock
1	EA Kick Plate	1	EA Surface Closer
1	EA Wall Stop	1	EA Kick Plate
1	EA Gasketing	1	EA Wall Stop
		1	EA Gasketing

Hardware Sat No. 4 - Push/Pull Locking

QTY	Description
3	EA Hinge
1	EA Push Plate / Pull Handle
1	EA Pull Handle Lock
1	EA Flush Bolt
1	EA Kick Plate
1	EA Wall Stop
1	EA Gasketing

2 Typical Wood Frame Head

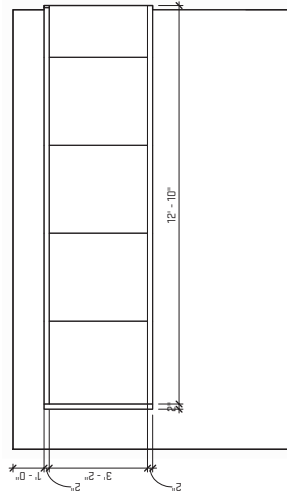


1 Typical Wood Frame Jamb

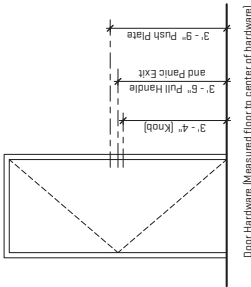


Coordinate keying with tenant.

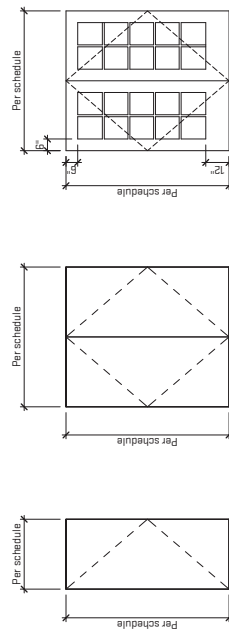
New Glazing Dining 2



Door Hardware Heights Diagram



Door Type Legend

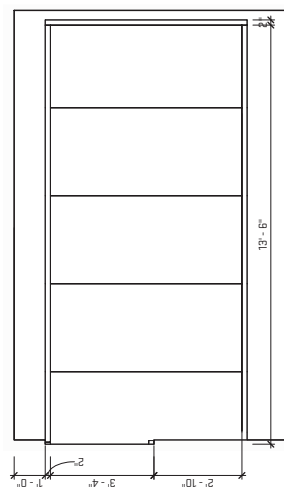


Door Type D1

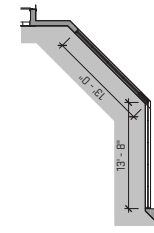
Door Type D2

Door Type D3

New Glazing Dining 1

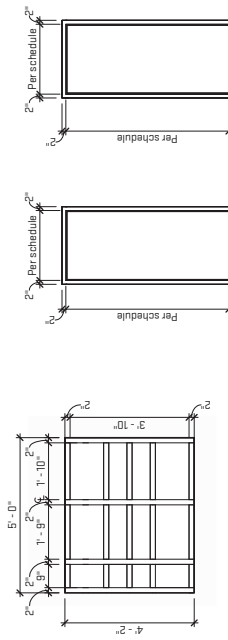


Curtain Wall Detail



New Storefront Entry Wall

Door Frame Legend



Frame Type F1

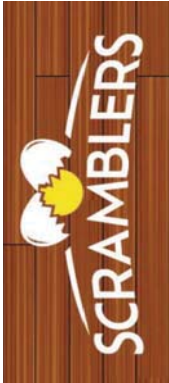
Frame Type F2

architectural interiors planning P: (734) 929-9000 F: (734) 929-9001 www.oxstudioinc.com											
oxSTUDIO INC.											
General Sheet Notes: None											
Sheet Keynotes											
Partition Type Key: S6 A 0 ac Provide acoustical batt insulation in wall and at head condition per details. See plan for locations. Fire rating (in hours). See wall types for UL listing number, if applicable. Head condition per partition detail. Support material and nominal size per Partition Support Material Key on this sheet (assume default if none listed).											
Partition Support Material Key: S: Light gauge metal stud, 20 GA, UDN Size: "S1" = 3 1/2" (default) "S2" = 2 1/2" "S3" = 2 1/2" "S5" = 6" CH: C-H metal stud for shaftwall construction. Size: "CH5" = 6" (default) "CH6" = 6" F: Hat channel furring Size: "F2" = 1 1/2" "F3" = 1 1/2" M: Concrete masonry unit (CMU), grout solid Size: "M4" = 7 5/8" (default) "M5" = 3 5/8" "M6" = 11 5/8"											
Partition Head Condition Definitions: "A" = Support material and finish layer(s) extend up to underside of structure above. "B" = Support material extends up to underside of structure above and finish layer(s) extend up to underside of finish ceiling. "C" = Support material and finish layer(s) extend up to 6" above finish ceiling. "D" = Support material and finish layer(s) extend up to underside of finish ceiling. "E" = Support material and finish layer(s) do not attach to or extend above ceiling, but extend up to the height designated by plan.											
Scales listed are for 22'-34" drawing size											
1 SA 0 ac A-801 1 1/2" = 1'-0"											
2 SE 0 A-801 1 1/2" = 1'-0"											
Top of Wall (1) layer 5/8" gypsum board (1) layer 1/2" fire retardant wood sheathing Non-Structural Metal Channel See plan											
Plan View (1) layer 5/8" gypsum board on side NOTE: (1) layer 5/8" type "X" gypsum board where indicated as 1-hour rated Non-structural metal studs @ 16" O.C. Continuous acoustical sealant both sides (finish flush with partition) Floor line											
Section at Floor Continuous runner channel fastened to floor Continuous acoustical sealant both sides (finish flush with partition)											
Section at Ceiling 3" deflection track secured to deck, do not secure studs to deflection track Fill open voids above partition with densely packed mineral wool insulation (and provide continuous firestopping sealant at top of partition) as fire rated partitions Structure above 5 1/2" insulation min., extend 2" width along entire length of wall Finish ceiling as scheduled Acoustical batt insulation at walls with ac partition top Non-structural metal studs @ 16" O.C. NOTE: Provide firestopping sealant at all through wall penetrations, both sides typical Continuous acoustical sealant both sides (finish flush with partition) Floor line											

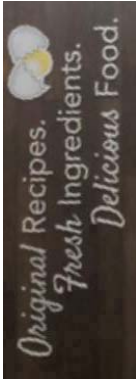
Wall Graphic - Broken Egg



Sign 1 - Scramblers Logo



Sign 2 - Original Recipes



Sign 3 - Who We Are



Sign 4 - Eggs Bacon Toast



General Sheet Notes:
None

Interior Finish Legend			
ID	Color	Manufacturer	Model

Carpet			
LVT-1	Echo	Shaw Contract	Terrain II 30 mil
PL-1	Plastic Laminate	Wilsonart	Flax Linen 4890-3B, Fine Velvet Texture Finish
PT-1	Anew Grey	Sherwin Williams	SW7030
PT-2	Sundance	Sherwin Williams	SW6887
PT-3	Easy Green	Sherwin Williams	SW6450
PT-4	Snowbound	Sherwin Williams	SW7004
PT-5	Black Magic	Sherwin Williams	SW6891
SS-1	Prairie Sands	Cambria	
SS-2	White		
SS-3	Black		
ST-1	Color: Birchwood	Barron Designs	Colorado Dry Stack Faux Stone Wall
TIL-1	Grout: Maple Silver 27	Atlas Concorde	Cover Breeze 12x24
WB-1	Welsh Castle	Johnsontite	Mandalay NW- TAB-H6
WD-1		Dakota	7 - 1/4" x 8" Cottage Prefinished ShipLap Wall Plank

Sheet Keynotes

Interior Lighting Fixture Schedule		
Type	Count	Description
L-1	12	
L-2	16	Decorative pendant, color TBD
L-3	11	ALW lighting
L-4	9	<varies>
L-5	4	ODL

Schedules & Signage Information		Released For:
Sheet Title:	The Chateau Scramblers	1621 Jumer Dr, Bloomington, IL 61704
Project #	ADV-BHS24	
Drawing #	A-900	

Scales listed are for 22x34 drawing size

NOT FOR CONSTRUCTION

with all Building Code regulations.

Commissioner Brady directed the clerk to call roll:

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

The following Item was presented:

Item 5.E. Public Hearing and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:48 PM.

Jeremy Cruthis, General Manager of Aroma Hospitality Group, LLC (Applicant), after being sworn, addressed the Commission. Mr. Cruthis explained that the establishment would be geared towards breakfast and they hoped would be a place where their hotel guests and the community could go for light entertainment and a new dining experience.

Asst. Corporation Counsel George Boyle asked if the owners had experience in the industry. Mr. Cruthis answered yes and noted that they also owned Fusion Crunch in Downtown Bloomington, as well as operated a liquor license through the hotel and conference center.

Commissioner Meister asked if everyone serving alcohol would be BASSET Certified and what their hours of operation would be. Mr. Cruthis answered yes to everyone being BASSET Certified and noted that the requested hours were 6 AM to 12 AM every day. She then asked him if they planned to use the patio at the restaurant and whether alcohol was intended to be served there too. He stated that they hoped to use the patio for light music when the weather permitted and that their application included serving alcohol there too.

Commissioner Brady asked if staff had any questions or concerns. None were discussed.

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 4:53 PM.

Commissioner Brady shared that he had attended an event showcasing the improvements made to the hotel and that he was given a tour of the restaurant at that time. He complimented the work done and expressed excitement for all they were doing.

Commissioner Meister made a motion, seconded by Commissioner Jordan, to positively recommend the Item to Council.

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Meister; Poondru; Jordan

Motion carried.

5.F. First Appearance on a Citation Issued to Thornton's LLC d/b/a Thornton's #361, located at 1011 N. Hershey Rd., for Violation of Chapter 6, Section 26(a) of the Bloomington City Code Prohibiting Sale of Alcohol to Persons Under 21 Years of Age. (Recommended Motion: N/A)

MINUTES

LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, OCTOBER 14, 2025, 4:00 PM



Regular Agenda Item No. 8.A.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Presentation of the FY 2025 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow, LLP, as requested by the Finance Department.

Recommended Motion: None; Presentation Only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The City's Annual Comprehensive Financial Report for the fiscal year ending April 30, 2025, was finalized on October 28, 2025. The audit was conducted by an independent audit firm, Baker Tilly Virchow Krause, LLP ("Baker Tilly"), a firm of licensed certified public accountants. The Fiscal Year 2025 City Audit resulted in a clean or unmodified opinion.

Baker Tilly conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

As noted in the Independent Auditor's Report, Baker Tilly relied on the audits conducted by other auditors of various component units that are incorporated into the City's financial statements. The Annual Comprehensive Financial Report can be found on the City's website at: <http://www.cityblm.org/government/departments/finance/financial-statements>

Several other reports are also issued as a result of, or in connection with, the City audit. Examples include the Federal Single Audit, Tax Increment Financing ("TIF") Report, Annual Financial Report, and the Police and Fire Pension Fund Audits. The links to, or copies of, applicable reports have been forwarded to Council.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: An unmodified audit opinion provides assurance that the finances of the City are materially correct.

Attachments:

None



Regular Agenda Item No. 8.B.

For City Council: November 10, 2025

Ward Impacted: City Wide

Subject: Water Update and Consideration and Action on (1) a Resolution Authorizing an Agreement with P.J. Hoerr, Inc., for the Water Treatment Plant Improvements for the PAC Feed System & Storage Buildings Construction (Bid #2026-15), in an Amount of \$2,273,000; (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$1,666,500; (3) a Resolution Approving an Agreement with Donohue & Associates, Inc., to Provide Construction-Related Services for the Water Treatment Plant (WTP) Powder Activated Carbon Silo and Storage Facilities, in an Amount Not to Exceed \$282,890; and (4) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$282,890, as requested by the Water Department.

Recommended Motion: The proposed Resolutions and Ordinances be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure

Objective 2b. Quality water for the long term

Background:

(1) a Resolution Authorizing an Agreement with P.J. Hoerr, Inc., for the Water Treatment Plant Improvements for the PAC Feed System & Storage Buildings Construction (Bid #2026-15), in an Amount of \$2,273,000; (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$1,666,500:

On March 10, 2025, Council approved an agreement for a Powdered Activated Carbon ("PAC") System to be purchased from Chemco Systems, Inc. PAC Systems are primarily used by water treatment plants on either a full-time basis or as needed for taste and odor control by removal of organic chemicals such as Geosmin and MIB. The PAC will be fed into the raw water at the water treatment plant, where it will remove contaminants by adsorption. The PAC, and with the now adsorbed contaminants, will be removed from the water in the clarifier/softeners and discharged with the waste lime softening sludge. Due to long lead time, this equipment was ordered in advance of the infrastructure needs that are required to operate this equipment.

The Water Department is recommending the approval of an agreement with P. J. Hoerr, Inc. ("PJ Hoerr") for the installation of this infrastructure in the amount of \$2,273,000. This infrastructure will consist of foundation, electrical, water, storage, and site upgrades.

The Water Department prepared the Water Treatment Plant Improvements PAC Feed System & Storage Buildings Project proposal package and advertised this project for competitive bids. Bids were received until 09:00 AM on Tuesday, October 21, 2025, electronically. Staff received two bids and opened them at 09:02 AM on Tuesday, October 21, 2025, via live stream on the

City YouTube Website. Both of the bidders for this contract were not local, so the local preference policy does not apply. One from P.J. Hoerr with a contractor total base bid plus contingency of \$2,273,000, and one from Grunloh Building, Inc., with a contractor total base bid plus contingency of \$2,452,173.60. P.J. Hoerr was the lowest responsible bidder of the two bids and, as a result, staff recommend awarding the contract to P.J. Hoerr.

If approved, \$1,666,500 will be utilized from funds received from the 3M Aqueous Film-Forming ("AFFF") Products Liability Litigation (MDL 2873) settlement. PAC consists of small carbon particles with a large surface area that will physically attract and trap Per-and Polyfluoroalkyl substances ("PFAS") molecules. PFAS are man-made chemicals that are also known as forever chemicals because they don't break down easily and accumulate in living organisms, causing negative health impacts like cancer of the liver. While PAC is flexible and cost-effective for short-term or emergency uses, PAC can be less efficient than granular activated carbon ("GAC") for long-term removal. Utilizing PAC and our current GAC will leverage the strengths of both technologies for a more complete and robust treatment approach if we were to have a PFAS detection.

A 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.

(3) a Resolution Approving an Agreement with Donohue & Associates, Inc., to Provide Construction-Related Services for the Water Treatment Plant (WTP) Powder Activated Carbon Silo and Storage Facilities, in an Amount Not to Exceed \$282,890; and (4) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, in the Amount of \$282,890:

Currently, the City has a contract with Chemco Systems for the purchase of a new Powder Activated Carbon ("PAC") Silo. We are looking to utilize Donohue & Associates Inc. ("Donohue"), for the Construction-Related Services for the Water Treatment Plant ("WTP") PAC Silo and storage facilities construction.

The City Manager approved a design contract with Donohue on April 22, 2025, for the foundation, electrical service, process piping, utility building, and civil improvements for the proposed PAC silo installation. With Donohue being the Engineer of Record, staff are recommending utilizing Donohue for construction-related services. Donohue will review submittals, hold construction meetings, evaluate the construction, and ensure the completion meets all specifications as designed.

Through the Request for Qualifications ("RFQ") #2022-25 (Resolution #2022-13), Council approved a list of pre-qualified vendors for Architectural and Engineering Services. RFQ #2022-25 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 nine selected firms under the "(C: Potable Water Supply, Treatment, and Mechanical Maintenance) (Small)" category, which is the key service for the project as described above, and determined Donohue to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue's selection under RFQ #2022-25 and their experience with this type of work,

Donohue was asked to submit a proposal for scope and fees for the civil improvements. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. Donohue's proposal is attached and is in an amount not to exceed \$48,960.

Community Groups/Interested Persons Contacted:

(1) Resolution: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on October 2, 2025.

Financial Impact:

(1) Resolution & (2) Ordinance:

If approved, the City will enter into an agreement with P.J. Hoerr, Inc., in the amount of \$2,273,000. If approved, \$1,666,500 will be paid utilizing funds received from the 3M Aqueous Film-Forming (AFFF) Products Liability Litigation (MDL 2873) settlement and \$606,500 from Lake Maintenance Buildings 50100140-72520-60000. Details on the accounts for the budget amendment can be located in Exhibit A. Stakeholders can locate these projects in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 142, 148, 229, 288, 303, 306, and 307.

(3) Resolution & (4) Ordinance:

If approved, the City will enter into an agreement with Donohue & Associates, Inc., for an amount not to exceed \$282,890. This agreement will be allocated out of the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). If approved, the City will utilize funds received from the 3M Aqueous Film-Forming (AFFF) Products Liability Litigation (MDL 2873). Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 147, 148, 229, 288, and 303. Details on the accounts for the Budget Amendment can be found on the "Exhibit" document.

Attachments:

1. PAC Feed System - (1) Resolution
2. PAC Feed System - (1) Resolution - Exhibit A
3. PAC Feed System - (2) Ordinance
4. PAC Feed System - (2) Ordinance - Exhibit A
5. PAC Feed System - Bid Tab #2026-15
6. Construction Related Services - (3) Resolution
7. Construction Related Services - (3) Resolution - Exhibit A
8. Construction Related Services - (4) Ordinance
9. Construction Related Services - (4) Ordinance - Exhibit A

RESOLUTION NO. 2026 - ____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH P.J. HOERR, INC., FOR THE WATER TREATMENT PLANT IMPROVEMENTS FOR THE PAC FEED SYSTEM & STORAGE BUILDINGS CONSTRUCTION (BID# 2026-15), IN AN AMOUNT OF \$2,273,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with P.J. Hoerr, Inc., be approved for the Water Treatment Plant Improvements for the Powder Activated Carbon ("PAC") Feed System & Storage Buildings Construction ("Exhibit A"), in an amount of \$2,273,000 ("PROJECT"); and

WHEREAS, the PROJECT consists of infrastructure upgrades necessary for the installation of the new PAC silo, including foundation, electrical, water, storage, and site upgrades; and

WHEREAS, the PROJECT will help with the over taste and odor of the water; 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 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
P.J. HOERR, INC**

**FOR
WATER TREATMENT PLANT IMPROVEMENTS PAC FEED SYSTEM AND STORAGE**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid#2026-15 Water Treatment Plant Improvements PAC feed System & (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

P.J. Hoerr
Attn: Colin Logue
117 Merle Lane
Normal, IL 61761
Colin@PJHoerr.com

Copy to:

Heyl, Royster PC
Attn: Kenneth Davies, Esq.
300 Hamilton Blvd.
Peoria, IL 61602
KDavies@Heylroyster.com

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

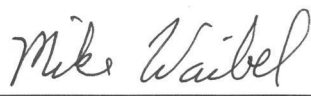
By: 
Its Senior Estimator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The work of this project is to install the foundation, storage facility, electrical, and water infrastructure needed to operate and install the New PAC silo that has already been ordered from Chemco Systems LP, and the installation of the new lake parks storage facility. This project consists of supplying the labor, equipment, and materials necessary as specified in the Procurement Documents.

EXHIBIT B
COSTS/FEES

The City agrees to a total project cost of \$2,067,500 and will provide a contingency amount of 10% of the total cost of the project in the amount of \$205,500.

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.

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, IN THE AMOUNT OF \$1,666,500**

WHEREAS, on April 14, 2025, by Ordinance No. 2025-029, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and ending April 30, 2026, which was approved by Mayor Mboka Mwilambwe on April 16, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Water Fund Budget by \$1,666,500 in relation to an Agreement with P.J. Hoerr, Inc., for the Water Treatment Plant Improvements for the PAC Feed System & Storage Buildings Construction (Bid #2026-15), as requested by the Water and Finance Departments.

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

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

SECTION 2. Ordinance No. 2025-029 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and the amount presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2025-029 shall remain in full force and effect.

SECTION 4. The City Clerk is 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 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2026 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
50100160-57990	Water (Mechanical Maintenance)	Other Miscellaneous Revenue	\$ (1,666,500.00)
50100160-72620	Water (Mechanical Maintenance)	Other Capital Improvements	\$ 1,666,500.00
Net Transaction:			\$ -



City of Bloomington

Water

Ed Andrews, Director

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

EVALUATION TABULATION

ITB - PLA No. Bid #2026-15

Water Treatment Plant Improvements PAC Feed System & Storage Buildings

RESPONSE DEADLINE: October 21, 2025 at 9:00 am

Report Generated: Wednesday, October 22, 2025

SELECTED VENDOR TOTALS

Vendor	Total
P.J. Hoerr, Inc.	\$2,273,000.00
Grunloh Building, Inc.	\$2,452,173.60

BID #2026-15 WATER TREATMENT PLANT PAC FEED SYSTEM & STORAGE BUILDINGS

Base Bid Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid #2026-15 Water Treatment Plant PAC Feed system & Storage Buildings					Grunloh Building, Inc.		P.J. Hoerr, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	All Sections: All Work except for Bid Items No. 2 and No. 3	1	LS	\$1,687,174.00	\$1,687,174.00	\$1,515,000.00	\$1,515,000.00
X	2	All Sections: Lake Management Storage Building (950)	1	LS	\$529,802.00	\$529,802.00	\$540,000.00	\$540,000.00
X	3	Section 01 21 00: Contingency 10% of the total for Line Bid Items No. 1 & No. 2. The contingency line item included in the bid shall be used for unforeseen issues which may arise during the project. Use of the contingency item shall be at the City's sole discretion. All work must be pre-approved.	1	LS	\$221,697.60	\$221,697.60	\$205,500.00	\$205,500.00

EVALUATION TABULATION

ITB - PLA No. Bid #2026-15

Water Treatment Plant Improvements PAC Feed System & Storage Buildings

Bid #2026-15 Water Treatment Plant PAC Feed system & Storage Buildings					Grunloh Building, Inc.		P.J. Hoerr, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	4	Section 01 22 00 – Allowance for all costs associated with the removal and disposal of topsoil beyond 8-inches of depth within the footprint of the Lake Management Storage Building	100	CYS	\$135.00	\$13,500.00	\$125.00	\$12,500.00
Total						\$2,452,173.60		\$2,273,000.00

EVALUATION TABULATION

Invitation to Bid - Water Treatment Plant Improvements PAC Feed System & Storage Buildings

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC.,
TO PROVIDE CONSTRUCTION-RELATED SERVICES FOR THE WATER TREATMENT
PLANT (WTP) POWDER ACTIVATED CARBON SILO AND STORAGE FACILITY, IN AN
AMOUNT NOT TO EXCEED \$282,890**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an Agreement with Donohue & Associates, Inc. (Exhibit A), be approved to provide Construction-Related Services for the Water Treatment Plant (“WTP”) Powder Activated Carbon Silo and storage facilities, in an amount not to exceed \$282,890; and

WHEREAS, the PROJECT consists of Donohue & Associates, Inc., the Engineer of Record, holding meetings, reviewing submittals, and evaluating the construction, ensuring the completion meets all specifications; 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 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES**

THIS AGREEMENT, dated this ____ day of _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, 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.

- X This Agreement was subject to the following procurement initiative by the CITY:
"RFQ #2022-25 FY22 Multi-Year Professional A&E Services (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:

- X 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, and after giving VENDOR reasonable time to cure deficiencies, 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. ~~Neither the CITY nor VENDOR shall not be in default of this Agreement and or 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 or VENDOR'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~~ to the extent caused by VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. 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. To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

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. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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 EssenceSchedule. With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes time is of the essence~~subject to the Standard of Care.~~ 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:

X 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:

Donohue & Associates, Inc.
Attn: Terry Boyer
1605 S. State Street, Suite 1C
Champaign, IL 61820
tboyer@donohue-associates.com

Copy to:
Donohue & Associates, Inc.
Attn: Craig Brunner
3311 Weeden Creek Road
Sheboygan, WI 53081
cbrunner@donohue-associates.com

If to CITY:

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

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

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall

be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

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

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

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

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

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's 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: Craig W. Brunner
Its President

By: Tom K. Boy
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED



EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City (Owner) is retaining Donohue & Associates, Inc. to provide Construction-Related Services for the WTP PAC Silo Improvements project which consist of the installation of a new City furnished PAC silo and construction of two new pole barn buildings at the Water Treatment Plant site.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

Task 1 - Construction Related Engineering Services

Upon successful completion of the Bidding Phase, and upon award of the Ft Jesse Generator and Electrical improvements construction contract by the Owner, Donohue shall provide the following construction phase contract administration and observation services for the Project:

- 1.1 *General Administration of Construction Contracts.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual. Included in this effort is receipt and incorporation of constructability revisions to the documents, as directed from time to time, by the City.
- 1.2 *Pre-Construction Conference and Progress Meetings.* Conduct one Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes. Donohue's project manager shall also attend a total of ten (10) Construction Pay/Progress Meetings over the course of the 10-month construction duration from Notice-To-Proceed to Substantial Completion. It is understood that, as per the Construction Contract, the Construction Contractor shall conduct the progress meetings and prepare the agenda for the meetings. Donohue is to prepare and distribute minutes for Pre-Construction Conference, and Construction Contractor is to prepare and distribute all progress meeting minutes. Owner will review said minutes for accuracy.
- 1.3 *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of the Construction Contractor's work-in-progress:
 - 1.3.1 Donohue will provide to the project a Resident Project Representative (RPR) who will make visits to the Project Site at intervals and frequencies as described herein, as appropriate for the various stages of construction in order to observe the progress and quality of the Work. Such visits and observations by Donohue are not intended to be exhaustive or to extend to every aspect of a Construction Contractor's work-in-progress or to involve detailed inspections of a Construction Contractor's work-in-progress

beyond the responsibilities specifically assigned to Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Donohue's exercise of professional judgment.

Based on information obtained during such visits and observations, Donohue will determine in general if the Construction Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the construction work. The Contract Document requires that the Construction Contractor be responsible for staking and layout of the work to be constructed. Therefore, it is agreed that Donohue's observation services specified herein do not include staking or layout of the work to be constructed. However, Donohue will provide to the Construction Contractor the coordinate points, benchmarks and control points used to design the Work, which is so stated in the Project Manual

- 1.3.2 Under the fee prescribed for in this Agreement, Donohue's RPR will provide a limited level of construction observation efforts. To this end, Donohue will provide up to **160 hours of observation work**, including travel time and vehicle expense to and from the site within the overall 10-month Construction Contract duration.
- 1.3.3 The purpose of Donohue's visits to the Site will be to enable Donohue to provide the Owner a greater degree of confidence that the completed work is in general conformance with the Contract Documents and that the integrity of the design concept of the completed Project, as functioning as a whole system. Donohue's RPR will not have authority over or responsibility for supervising the Construction Contractor's workers or the Owner's staff. Donohue's RPR will not, during such visits or as result of such observations of the work supervise, direct, or have control over any Construction Contractor's work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by any Construction Contractor, for safety precautions and programs incident to the Construction Contractor's work or for any failure of any Construction Contractor to comply with laws and regulations applicable to Construction Contractor's furnishing and performing the work. However, Donohue will quickly report its observations to the Owner when it observes a situation at the construction site that is an obvious and apparent imminent safety concern, a dangerous situation, or a safety threat. Donohue does not guarantee the performance of any Construction Contractor nor assume the responsibility for any Construction Contractor's failure.
- 1.4 *Defective Work.* Donohue will recommend to Owner whether a Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.5 *Clarifications and Interpretations and Field Orders.* Donohue will issue within a reasonable time period, upon Construction Contractor's written Request for Information (RFI) for the Construction Contract, the necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of each Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and interpretations reasonably inferable from the Contract Documents. Donohue may also issue Field Orders authorizing minor variations from the requirements of the Contract Documents, which the Owner and Construction Contractor agree do not affect contract time of completion or the value of work. Donohue will respond to RFI's and Field Orders to the Owner's project manager at the same time that said documents are issued to the Construction Contractor. It is assumed there will be no more than 20 RFI's.
- 1.6 *Change Orders and Work Change Directives.* For the Construction Contract, Donohue will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Donohue will prepare support documentation related to said Change Orders and Work Change Directives and furnish change order documents to the Owner in advance of its regular month meetings.
- 1.7 *Shop Drawings and Samples.* Donohue will complete a technical review of shop drawings, product literature, and other submittals for the project's structural systems, electrical, process equipment, SCADA system components, piping systems, and other required items to determine general conformance to the design intent of the project's plans and specifications. It is assumed there will be no more than 20 shop drawings.
- 1.8 *Substitutes and "or-equal."* Donohue will evaluate Construction Contractor's substitution requests for determination of acceptability. Donohue will forward its evaluation of acceptability to Owner for action and Donohue will forward Owner's determination of acceptability to the Construction Contractor.
- 1.9 *Applications for Payment.* Donohue will review the Construction Contractor's application for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner that, to the best of Donohue's knowledge, information and belief that the Construction Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
- 1.10 *Startup Services.* Provide start-up assistance to Owner, for initial start-up of the new booster pump and air compressor components of the system. The PAC silo manufacturer (Chemco) will be responsible for silo startup services. Start-Up assistance is limited to 34 hours including trips to the site.
- 1.11 *Substantial Completion.* Promptly after notice from Construction Contractor that he or she considers the entire work ready for its intended use, in company with the Owner and Construction Contractor, Donohue shall conduct a visit to the site to determine if the work is Substantially Complete. If after considering any objections of the Owner, Donohue

considers the work to be Substantially Complete; Donohue shall deliver a Certificate of Substantial Completion to the Owner and the respective Construction Contractor.

- 1.12 *Record Documents.* Receive and review annotated “red-lined” record documents for the City’s Construction Contract. These annotated record documents are to be assembled by the Construction Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Construction Contractor. Donohue will forward to the Owner the completed Record Drawing deliverables in the form of AutoCAD files and three 11” x 17” size printed-paper sets. Donohue takes no responsibility for the quality, thoroughness, and accuracy of the “red-lined” record documents provided by the Construction Contractor.

Task 2 – Applications Engineering

PLC, SCADA, and Historian Programming

- Donohue shall complete PLC and HMI programming in accordance with the agreed upon functional control descriptions listed in the specifications. In general, application engineering shall include control of booster pump systems, control of air compressor system, integration of Chemco silo control system in to the WTP SCADA system and ancillary systems. HMI graphics shall be completed in accordance with existing plant standards for seamless implementation of new work. Donohue shall provide field I/O checkout and instrument commissioning assistance to verify proper operation of equipment and instruments prior to startup. Startup and testing of process control system shall be completed in accordance with the Contractor’s schedule. Upon completion of Work, Donohue shall provide a programming documentation manual to the Owner to document control strategies and application programs.

Field I/O Testing, Startup, and Functional Testing

- Donohue will work with the Contractor to perform Field I/O testing of all signals. The Contractor shall be responsible for preparing test procedures and signoff sheets. Donohue will verify functionality of each I/O point confirming the signal provided is indicated in the PLC, HMI graphics, and alarm notification system as required.
- Donohue will provide startup and functional testing of equipment to confirm functionality meets the design intent. The specified functional descriptions shall be used for the basis of the functional testing.

Operations and Personnel Training

- PLC program review training for maintenance personnel shall be provided to review the PLC programming, general navigation, organization, and basic functionality of the PLC programs. This training is intended for a basic level of understanding for troubleshooting and maintenance purposes.
- HMI graphic and operations training shall be provided for operations personnel to review the HMI graphics, general navigation, and functional control of the process equipment.

Documentation and O&M Manual

- Provide a SCADA Operations and Maintenance Manual in modifiable electronic format with the following sections:

Functional descriptions
Network configuration details
PLC application programs
OIT application programs
Backup of SCADA system

C. PROJECT TIMING

Donohue shall be authorized to commence the services as set forth herein upon execution of this Agreement. Construction related services will be rendered as dictated by the construction activities as they progress based upon ten (10) months of construction duration, which is from Notice To Proceed to Substantial Completion.

**PART II
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$282,890 without prior written approval from Owner.

- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

EXHIBIT B
PAYMENT TERMS

Bloomington, Illinois
PAC Silo Improvements
CRS Fee Estimate Summary - 10 Month Construction Time
Donohue & Associates, Inc.

Task	Labor								Total	Total	Sub	Expenses/	Total
	PM	RPR	Const Admin	Struct	Process-Mech	Electrical	I&C	Mech	Hours	Labor		Travel	
	\$ 270	\$ 170	\$ 210	\$ 220	\$ 195	\$ 230	\$ 260	\$ 195	Hours	Labor		Printing	Cost
301 Project Management and Administration													
Preconstruction Meeting	6	6	6						18	\$ 3,900		\$ 500	\$ 4,400
Administration	16		48						64	\$ 14,400			\$ 14,400
Monthly Progress Meetings	20		20						40	\$ 9,600		\$ 500	\$ 10,100
Final Walkthrough	8	8	8	8	8	8	8	8	64	\$ 14,000		\$ 2,500	\$ 16,500
Substitute Evaluations	8		32			8	8		56	\$ 12,800			\$ 12,800
Monthly Progress Reports	12		48						60	\$ 13,320			\$ 13,320
Design Completion and Bidding	16			32	60	36	12	24	180	\$ 39,140		\$ 1,500	\$ 40,640
									-	\$ -			\$ -
									-	\$ -			\$ -
302 Requests for Information - Assume 20 RFIs	4	4	8	8	8	12	8	8	60	\$ 13,160			\$ 13,160
									-	\$ -			\$ -
303 Shop Drawings - Assume 20 Shop Dwgs	4	4	4	16	16	16	4	16	80	\$ 17,080		\$ 4,500	\$ 21,580
									-	\$ -			\$ -
304 RPR and Site Visits - Assume 2 days/week RPR	8	160	16	12	8	12		12	228	\$ 42,020		\$ 750	\$ 42,770
									-	\$ -			\$ -
305 Start Up Assistance	2		4		12	12		4	34	\$ 7,260		\$ 750	\$ 8,010
									-	\$ -			\$ -
306 Record Drawings	2	2	2	2	4	4	4	4	24	\$ 5,260			\$ 5,260
									-	\$ -			\$ -
307 Change Order Preparation	1	1	2	1	2	2		2	11	\$ 2,320			\$ 2,320
									-	\$ -			\$ -
308 Standard Operating Procedures (O&M Manuals)	1		1		4	2	2	2	12	\$ 2,630			\$ 2,630
									-	\$ -			\$ -
309 Application Engineering							270		270	\$ 70,200		\$ 4,800	\$ 75,000
Total	108	185	199	79	122	112	316	80	1,201	\$ 267,090	\$ -	\$ 15,800	\$ 282,890
Total Labor Dollars by Labor Class	\$ 29,160	\$ 31,450	\$ 41,790	\$ 17,380	\$ 23,790	\$ 25,760	\$ 82,160	\$ 15,600					

Construction Cost Estimate \$2,000,000

Design Fee	\$89,600	4.48%	(\$48,960 PO + \$40,640)
Constr Fee	\$167,250	8.36%	(Minus \$40,640 and \$75,000)
Application Engineering	<u>\$75,000</u>	3.75%	(100 I/O at \$750 per I/O point)

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, IN THE AMOUNT OF \$282,890**

WHEREAS, on April 14, 2025, by Ordinance No. 2025-0XX, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2025, and ending April 30, 2026, which was approved by Mayor Mboka Mwilambwe on April 14, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Water Fund Budget by \$282,890, as requested by the Water and Finance Departments.

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

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

SECTION 2. Ordinance No. 2025-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is hereby amended by inserting the following line items and the amount 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 10th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2026 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
50100160-57990	Water (Mechanical Maintenance)	Other Miscellaneous Revenue	\$ (282,890.00)
50100160-70051	Water (Mechanical Maintenance)	Architectural & Engineering Services for Capital	\$ 282,890.00
Net Transaction:			\$ -