City of Bloomington
City Council
Regular Session Meeting
December 8, 2025

CITY OF Bloomington ILLINOIS

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
- Posperous Downtown Bloomington

City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, December 8, 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 27, 2025, Regular City Council Meeting**, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

   B. **Consideration and Action to Approve the Minutes of the November 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)

   C. **Consideration and Action on a Resolution Approving a Change Order with Spheros Environmental Parent Group, Inc., for the Benthic Layer Algaecide Treatment of Evergreen Lake, in the Amount of $11,979, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)

   D. **Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)

E. **Consideration and Action on an Ordinance Approving the Final Plat of the Resubdivision of Lot 1 Eastland Mall Subdivision, Related to the Property Commonly Known as 1515 E. Empire Street (Part of PIN: 21-02-126-013), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

F. **Consideration and Action on an Ordinance Approving the Final Plat of the Seventeenth Addition to Hawthorne Commercial Subdivision for the Property Commonly Known as 1305 Leslie Drive (PIN: 15-31-279-008), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

G. **Consideration and Action on an Ordinance Amending the Redevelopment Agreement By and Between the City of Bloomington, Illinois, and Front and Center Property, LLC, for the Purchase of a Downtown Parking Complex, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.)

H. **Consideration and Action on (1) an Ordinance Approving an Intergovernmental Agreement Between the City of Bloomington and Bloomington Public Schools District 87, for the Construction, Maintenance, and Use of the Bloomington High School Tennis Courts, with a City Contribution in the Amount of $500,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, in the Amount of $500,000, for the Empire Street TIF Fund, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinances be approved.)

I. **Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 39 to Clarify Section 39 - 2002 Regarding the Grocery Service Operation Tax, as requested by the Legal Department.** (Recommended Motion: The proposed Ordinance be approved.)

J. **Consideration and Action on an Application by Sodexo America, LLC, located at 104 E. University Ave., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

K. **Consideration and action on a Collective Bargaining Agreement with Local 699, as requested by the Human Resources Department.** (Recommended Motion: That the City Council ratify the Collective Bargaining Agreement with Local 699 and authorize the City Manager to execute the final agreement consistent with any technical formatting, clerical, or legal conformity edits.)

8. Regular Agenda

A. **Consideration and Action on an Ordinance Amending Chapter 21 of the City Code and the Schedule of Fees Revising Bulk Waste Collection Services, Fees, and Drop-Off Facility Operations, as requested by the Public Works Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Sue McLaughlin, Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)

B. **Presentation of a Proactive Property Maintenance Enforcement Update, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: None; Presentation Only.) (Presentation by Cordaryl Patrick, Community Impact & Enhancement Director, 15 minutes; and City Council Discussion, 15 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 mhurt@cityblm.org.

Recognition/Appointments Item No. 5.A.

For City Council: December 8, 2025

Ward Impacted: City Wide

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

Recommended Motion: None; Recognition only.

Strategic Plan:
Goal 5. Prosperous Downtown Bloomington
Objective 5b. City decisions consistent with plans and policies

Background: The included appointments are representative of the Council's approval from the November 24, 2025, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Recognition of Appointments from 11-24-25 Council

Appointments

Citizens' Beautification Committee:

- **Nephele Delis**
- **Valerie Wyatt**

Appointments

Cultural Commission:

- **Treyce' Gaston-Spears**
- **Rakshith Reddy Venumuddala**

Consent Agenda Item No. 7.A.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the October 27, 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 10-27-2025 City Council Regular Session Minutes

Minutes
City Council - Regular Session Meeting
Monday, October 27, 2025 - 6:00 PM

The City Council convened in regular session in the Government Center Boardroom at 6:00 PM on Monday, October 27, 2025.

Roll Call

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

Absent: Council Member Sheila Montney

Recognition/Appointments

The following Item was presented:

<u>Item 5.A. Presentation on the 2025 Beautification Award Winners, as requested by the Parks & Recreation Department.</u>

Gina Lavazza and Daniel Freburg, Members of Citizens' Beautification Committee, announced the following winners of the 2025 Citizens' Beatification Awards: (1) Wendell Niepagen Greenhouses and Garden Center (Business); (2) Jim and Aretta Malinowski at 1526 Julie Drive (Residence); (3) Wanda and Hal Gray at 915 S. Mercer (Residence); and (4) Dustin and Stephanie Stone at 603 S. Morris (Residence). All winners received a certificate and an engraved garden stone.

The following Item was presented:

<u>Item 5.B. Proclamation in Recognition and Honor of Mt. Pisgah Baptist Church's 160th Church Anniversary, as requested by the Administration Department.</u>

Decon Charles Halbert accepted the Proclamation on behalf of the Decans of Mt. Pisgah Baptist Church. He shared about their Church's long history in Bloomington and how it impacted the community.

Public Comment

Mayor Brady read a public comment statement of procedure. Brandon Gray had emailed public comment, and Chris Mitchell and David Busch spoke in-person.

Consent Agenda

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

Item 7.A. Consideration and Action to Approve the Minutes of the September 22, 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 $9,610,167.92, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving Appointments to Boards and Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Reappointments be approved.)

Item 7.D. Consideration and Action on a Resolution Approving the Purchase of Ammunition for the Police Department, from Ray O'Herron, in the Amount of $92,248.52, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 176

A RESOLUTION APPROVING THE PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT, FROM RAY O'HERRON, IN THE AMOUNT OF $92,248.52

Item 7.E. Consideration and Action on a Resolution Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, for Use at City Golf Courses, in an Amount Not to Exceed $225,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 177

A RESOLUTION APPROVING THE PURCHASE OF SYNGENTA, BASF, AND ENVU (BAYER) CHEMICALS FROM MARUBENI AMERICA CORPORATION, D/B/A HELENA AGRI ENTERPRISES, LLC, FOR USE AT CITY GOLF COURSES, IN AN AMOUNT NOT TO EXCEED $225,000

Item 7.F. Consideration and Action on an Ordinance Amending the Redevelopment Agreement By and Between the City of Bloomington, Illinois, and HP Bloomington Empire, LLC, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 080

AN ORDINANCE AMENDING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND HP BLOOMINGTON EMPIRE, LLC

Item 7.G. Consideration and Action to Approve the Collective Bargaining Agreement for Public Safety Dispatchers, as requested by the Human Resources Department. (Recommended Motion: The proposed Collective Bargaining Agreement be approved.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.A. Presentation of the Special Commission for Safe Communities' Final Report, as requested by the Police Department.

Dr. Scott Denton, Former Chairperson of the Special Commission for Safe Communities ("Commission"), explained the scope of work the Commission was tasked to evaluate. He then presented the Commission's Final Report to Council as required by City Code and expanded upon the Commission's eight recommendations: (1) Expand Community Group Collaboration: Establish a permanent task force coordinating existing groups around gun violence prevention research and action; (2) Promote Gun Security: Expand secure storage education, gun lock distribution, safe giveaways and buyback programs, while supporting FOID card revocation enforcement; (3) Gather Youth Perspectives: Conduct comprehensive surveys to understand youth experiences with violence and gather their recommendations; (4) Support Suicide Prevention: Target high-risk populations with information about secure storage, firearm restraining orders, the 988 Crisis Lifeline, and veteran support; (5) Strengthen Domestic Violence Programs: Improve protective order enforcement, survivor outreach, multi-disciplinary working groups, and consistent prosecution; (6) Fund School Programming: Fund violence prevention programs, Social Emotional Learning, third spaces, parent education on tech, and alternatives to punitive approaches; (7) Invest in Mental Health Programs: Expand veteran services and connections with military families, coordinating with mental health committees and programs; and (8) Continue the Special Commission for Safe Communities or a Task Force: Establish permanent oversight through expansion of existing city committees or creation of new structures to implement, monitor, and update these recommendations over time. He wrapped up by explaining local and national data contained within the Report, including patterns realized by the Commission, and then complimented the numerous presenters who had presented to the Commission. He ended by recognizing the Commissioners and thanking them for their work over the past two years.

Mayor Brady thanked Dr. Denton, the Commissioners, the Police Department, and those who had presented, thanking them for their dedication and hard work. He recognized Council Member Ward for being instrumental in establishing the Commission.

Council Member Ward expressed deep gratitude to the Commission for their thorough and dedicated work, explaining that the Commission had been created in response to community concerns about gun violence. She emphasized the Report's comprehensiveness, the volunteer commitment behind it, and the importance of Council giving serious, ongoing attention to the Commission's recommendations. She advocated for making the Commission permanent and encouraged fellow Council Members to identify areas they are passionate about for future action.

Council Member Mosely asked how Council could champion the recommendations. Dr. Denton recommended continuing the Commission or a similar task force to carry on the momentum. They then discussed data around shots fired and fatalities, as well as challenges associated with enforcing revoked FOID (Firearm Owner's Identification) cards.

Council Member Scott thanked the Commission for their impressive and detailed work, highlighting the importance of their research. She shared a personal story about losing her brother to suicide, underscoring the importance of the Commission's focus on prevention. She also expressed enthusiasm for building community partnerships and supporting restorative justice initiatives, and asked about how to best maintain relationships and momentum developed by the

Commission. Dr. Denton noted that many people and organizations had eagerly participated and shared their needs. He stressed that building on the Commission's relationships would be a major step forward in the City's efforts to address community safety and gun violence.

Council Member Hendricks commended the Commissioners for their dedication and consistent participation, noting it was rare for commissions to maintain such high attendance and commitment. He expressed strong support for the Commission's efforts, particularly highlighting the importance of youth involvement and building strong community partnerships. He voiced his support for making the Commission a permanent committee.

Council Member Kearns echoed appreciation to the Commission. She emphasized the importance of continuing the Commission's efforts and suggested better collaboration and coordination among local organizations, similar to previous successes with housing initiatives. She stressed the need for improved data collection, particularly around domestic violence, to better understand and address community challenges.

Council Member Ward noted the strong consensus among Council to continue the Commission and encouraged staff and the Mayor to bring draft language to make it permanent.

Mayor Brady acknowledged Council's consensus to continue the work of the Commission, praised the depth and collaboration of the Commission's efforts, and supported having staff return with a draft at an upcoming meeting. He encouraged Council to keep thinking about ways to move the Commission's work forward and invited further ideas and direction as the process continued.

Finance Director's Report

Finance Director Scott Rathbun delivered a financial summary highlighting that revenues, especially those from online sales tax, were trending positively, and pointed out that some tax categories remained preliminary, requiring monitoring. He explained the structure and importance of the General Fund, and how it supported core services like Public Safety (Police & Fire), Parks, and Administration. He then outlined how expenditures were allocated across departments and discussed the impact of large projects on reserve balances. He ended by emphasizing the City's ongoing commitment to financial transparency through public reporting of budget materials.

City Manager's Discussion

No comments were made.

Council Members' Discussion

No comments were given.

Mayor's Discussion

Mayor Brady highlighted recent community events and then invited Council and the public to the upcoming Front St. and Center St. building demolition event.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Danenberger, Straza, Hendricks, Ward, Lee, Scott
Motion Carried.

The meeting adjourned at 7:11 PM.

City of Bloomington	**Attest**
______________________________	______________________________
Dan Brady, Mayor	Amanda Stutsman, Deputy City Clerk

Consent Agenda Item No. 7.B.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the November 10, 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 11-10-2025 City Council Minutes

Minutes
City Council - Regular Session Meeting
Monday, November 10, 2025 - 6:00 PM

The City Council convened in regular session in the Government Center Boardroom at 6:00 PM. The Mayor led the Pledge of Allegiance and a moment of silence.

Roll Call

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

Absent: Council Member Cody Hendricks

Recognition/Appointments

The following Item was presented:

Item 5.A. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

Mayor Brady recognized the following appointments: (1) Tyler Cravens, Connect Transit Board; (2) Ricardo Alvarado, Cultural Commission; and (3) John Prior, Jr., Planning Commission.

Public Comment

Mayor Brady read a public comment statement of procedure. No emailed Public Comment was received. Kathleen Hayes was registered to speak in person but was not present. Cindy Alcazar stated she was present on behalf of the same organization (McLean County Recovery Oriented Systems of Care "ROSC") and wished to speak. City Clerk Leslie Yocum explained public comment procedure and sign-up requirements.

Council Member Ward made a motion, seconded by Council Member Danenberger, to suspend the rules for Public Comment to allow an individual to speak in place of another registered individual.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Cindy Alcazar then provided in-person comments. She also submitted materials to be shared with Council (titled *McLean County ROSC Community Survey*).

Consent Agenda

City Manager Jeff Jurgens asked that Item 7.E. be removed from consideration. He explained that staff were reviewing alternatives and believed that the contract was premature. He stated staff would evaluate and bring the contract forward again later, if deemed necessary.

Council Member Straza made a motion, seconded by Council Member Scott, to approve the Consent Agenda with the exception of Items 7.E. and 7.P.

Item 7.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.)

Item 7.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.)

Item 7.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.)

RESOLUTION NO. 2025 – 178

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

Item 7.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.)

RESOLUTION NO. 2025 – 179

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

Item 7.E. was removed from consideration by City Manager Jurgens.

Item 7.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.)

RESOLUTION NO. 2025 – 180

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

Item 7.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.)

RESOLUTION NO. 2025 – 181

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

ORDINANCE NO. 2025 – 081

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

Item 7.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.)

RESOLUTION NO. 2025 – 182

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

Item 7.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.)

RESOLUTION NO. 2025 – 183

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

Item 7.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.)

ORDINANCE NO. 2025 – 082

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

Item 7.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.)

ORDINANCE NO. 2025 – 083

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)

Item 7.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.)

ORDINANCE NO. 2025 – 084

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)

Item 7.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.)

ORDINANCE NO. 2025 – 085

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)

Item 7.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.)

ORDINANCE NO. 2025 – 086

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)

Item 7.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.)

Item 7.P. was removed from the Consent Agenda by Council Member Montney.

Item 7.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.)

Item 7.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.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Items Removed from the Consent Agenda

The following Item was presented:

Item 7.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.

The Item was removed from further consideration by City Manager Jurgens.

The following Item was presented:

Item 7.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.

Council Member Montney explained that, because of current public hearing protocols, she was unable to address certain questions regarding the creation of the Item. As a result, she wanted to remand the Item back to the Liquor Commission.

Council Member Ward asked what impact that would have on the business. Mayor Brady and City Clerk Yocum discussed the process and timeline, noting the business could still operate under current ownership. Council Member Ward further expressed concern about remanding it back when the Commission had recommended approval to Council.

Council Member Montney stated that she did not believe it was appropriate to share the nature of her concerns, as the concerns fell under the Liquor Commission's purview. Corporation Counsel Chris Spanos explained that when Council considered approving or denying a liquor license, their deliberations were limited to facts presented during the Liquor Commission hearing. He advised Council Members to avoid discussing new facts not included in the hearing; and that general explanations or concerns were appropriate, while specific, case-changing details had to be addressed by the Liquor Commission.

Council Member Scott confirmed with Mr. Spanos that a license could be revoked.

Council Member Montney clarified her concerns related to the establishment's history.

Council Member Mosley stated that he didn't believe he had enough information to understand the concerns and would have a difficult time supporting the current motion without additional information. Mr. Spanos further explained what Council was permitted to discuss.

Mayor Brady asked Council Member Montney to share her general concerns. She stated that she had concerns that were of a compliance nature within the past 12 months.

Council Member Montney made a motion, seconded by Council Member Lee, to remand the Item back to the Liquor Commission for additional consideration.

Mayor Brady directed the Clerk to call roll:

Ayes: Montney, Lee

Nayes: Kearns, Danenberger, Straza, Ward, Scott

Abstain: Mosley

Motion Failed.

Council Member Scott confirmed procedure with Mr. Spanos.

Council Member Montney and Mr. Spanos discussed what Council could and could not consider in regard to the application and the Commission hearing.

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

Mayor Brady directed the Clerk to call roll:

Ayes: Kearns, Mosley, Danenberger, Straza, Ward, Scott

Nayes: Montney, Lee

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.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.

City Manager Jurgens thanked the Finance staff and those involved for their extensive work on the annual audit. He emphasized the significant team effort required and expressed appreciation for everyone's contributions. He then introduced Finance Director Scott Rathbun to present the audit results.

Director Rathbun provided an overview of the City's annual audit process. He praised Finance and Human Resources Departments and other City staff for their substantial coordination and dedication. He emphasized the complexity of the audit, and reminded the public and Council that all audits since 1988 were available online. He then introduced Baker Tilly Virchow, LLP, the City's long-term audit partner.

Michael Mallat from Baker Tilly Virchow, LLP, presented the audit results. He explained the audit process and that the City had received an unmodified (clean) audit opinion, which he described as the highest level of assurance (success). Mr. Mallat noted the City's stable and positive financial position, highlighted improvements in pension funding, and clarified that any governmental fund deficit was due to planned, strategic capital spending. He also reviewed related compliance audits such as those for pension funds and TIF (Tax Increment Financing) Districts, all of which were completed successfully with clean results. Mr. Malott concluded that there were no significant concerns, issues, or findings, and then reflected on the strong fiscal management and compliance of City operations.

Mayor Brady thanked Mr. Mallat on behalf of the Council.

The following Item was presented:

Item 8.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.

Brett Lueschen, Assistant Water Director, updated Council on water quality, and reported that the concentrations of geosmin and MIB were well below the threshold where residents would notice taste or odor issues. He then compared Lake Evergreen and Lake Bloomington levels to last year, noting last year they were down 7’ compared to the current 2’-3’.

Scott Joyce, Water Purification Superintendent, provided further details on the overall water supply and reservoir management. Mr. Joyce stated that between both lakes, there is around 141 million gallons more water than exactly one year ago. He confirmed that water supply levels were in good shape based on current usage rates.

Mr. Lueschen noted that Lake Evergreen had been treated with algaecide on October 30th and 31st to address water quality issues. He reported that it usually takes 7-10 days to see results from treatment and was optimistic about the results.

City Manager Jurgens confirmed with Mr. Lueschen that several water filters had been replaced earlier in the day, which would also impact water quality.

Council Member Mosley asked whether the City was exploring alternative long-term water sources beyond the current reservoirs, to ensure future water supply security. Mr. Lueschen confirmed that staff were considering alternatives, as well as the possibility of working with consultants for future planning.

Council Member Montney asked for a comparison of water quality statistics over the past 6-12 months. Mr. Joyce stated that while he didn't have exact figures, recent tests showed taste and odor compounds were trending downward and remained well below levels that would be noticeable to the public. He described current treatment strategies using powdered activated carbon (“PAC”), plans to further reduce its use, and assured Council that the City’s water remained safe and well-managed.

Mayor Brady and Mr. Joyce discussed testing processes, and Mayor Brady highlighted the City’s recent investment in new in-house water testing equipment, emphasizing the enhancement would allow staff to conduct water quality analyses more quickly, and in turn allow them to address management of the water in a timelier manner.

Council Member Lee and Mr. Lueschen discussed the recent purchase and pending delivery of the PAC (Powdered Activated Carbon) System. Mr. Lueschen explained the Item for tonight's approval was the foundation and equipment building for the PAC System.

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

Mayor Brady directed the Clerk to call roll:

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

Nayes: None

Motion Carried.

RESOLUTION NO. 2025 - 184

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

ORDINANCE NO. 2025 - 087

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF $1,666,500

RESOLUTION NO. 2025 - 185

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

ORDINANCE NO. 2025 - 088

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF $282,890

City Manager's Discussion

City Manager Jurgens provided updates on several City initiatives and outlined procedures and resources for the ongoing leaf collection program. He then announced scheduling details for the Farmers Market, an upcoming Council retreat, and that the City would be closed for Veterans Day.

Council Member Discussion

Council Member Scott shared her positive experiences in the Community Policing Academy, highlighting Bloomington Police Department's (BPD) strong culture of respect and empathy; comprehensive de-escalation and relationship-building training; attention to special needs; and collaboration with organizations like the NAACP. She praised the Department's openness to public questions and invited residents to an upcoming "Custard with a Cop".

Council Member Ward echoed Council Member Scott's praise for the Community Policing Academy, highlighting its educational value and the importance of the Police Department's community engagement initiatives. She recommended the program to others and emphasized that it offered valuable insights for both Council members and the broader community.

Council Member Montney praised improvements at the Arena for enhancing both customer experience and City revenue. She acknowledged the Public Works team for their ongoing efforts to improve leaf collection and bulk pickup.

Council Member Straza expressed gratitude to the Fire Department after doing a ride-along, highlighting their dedication and the demanding nature of their work. He also praised all City staff for their professionalism and responsiveness to community questions, sharing positive feedback received from residents about timely and helpful service.

Mayor's Discussion

Mayor Brady invited Police Chief Jamal Simington to introduce and recognize a few interns present at the meeting as they wrapped up their internship at BPD.

Chief Simington introduced interns Yasmina Dadayeva, Cristian Almanza-Casas, and Ismet Kadic from Illinois State University and Illinois Wesleyan University. He emphasized the value of the City's partnership with these institutions and described the interns' hands-on experiences, noting that one planned to apply after graduation.

Mayor Brady thanked them for their interest and assistance at the City and then moved on to highlight recent community events. He also congratulated Council Member Straza on completing the New York City Marathon.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried (viva voce).

The meeting adjourned at 6:57 PM.

City of Bloomington	**Attest**
______________________________	______________________________
Dan Brady, Mayor	Amanda Stutsman, Deputy City Clerk

Consent Agenda Item No. 7.C.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Change Order with Spheros Environmental Parent Group, Inc., for the Benthic Layer Algaecide Treatment of Evergreen Lake, in the Amount of $11,979, 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

Background: The Water Department is recommending the approval of a Change Order to Purchase Order #20260187 in the amount of $11,979. The original purchase order was approved on May 12, 2025, by City Council via Resolution No. 2025 - 096, which approved an agreement with Spheros Environmental Group Parent, Inc. for a second algaecide treatment for Evergreen Lake, in the Amount of $82,534.80. Shortly before the Water Department treated Evergreen Lake on October 29 & 30, 2025, the Water Department Director required Spheros Environmental Group Parent, Inc. ("Spheros"), to direct Aquatic Controls to treat the benthic layer (bottom two feet of Evergreen Lake). This decision required Aquatic Controls to supply the Water Department with the extra algaecide to treat the benthic layer for an additional cost. Aquatic Controls is a subcontractor for Spheros, so the City owes Spheros for this additional cost, as they paid Aquatic Controls. Approval for the increase due to the extra algaecide was to be considered by Council along with the treatment of Lake Bloomington at the November 10, 2025, Council meeting, but that agenda item was ultimately pulled to allow the Department to explore other options.

Northwater, LLC, was selected as part of the RFQ #2025-032 for the category of Environmental Services. Six firms were selected in this category. Staff reviewed all proposals and selected Northwater, LLC, as the most qualified for this project. It should be noted that Spheros Environmental Group Parent, Inc., recently acquired Northwater, LLC, so the proposed agreement is with Spheros. Northwater/Spheros was selected as the most qualified due to the following work experiences:

- worked extensively throughout the reservoirs and watershed 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 the accidental release of lime sludge into Money Creek in 2020; and
- worked on various water supply augmentation and other hydrological projects for the City.

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

Financial Impact: If approved, the City will process a Change Order with Spheros Environmental Parent Group, Inc., in the Amount of $11,979. This will be paid from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 141. If approved, the original Purchase Order (20260187) will be increased by $11,979.

Attachments:

1. Resolution - Spheros Change Order
2. Change Order Contract

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CHANGE ORDER WITH SPHEROS ENVIRONMENTAL GROUP PARENT, INC. FOR THE BENTHIC LAYER ALGAECIDE TREATMENT OF EVERGREEN LAKE, IN AN AMOUNT OF $11,979

WHEREAS, subject to the provisions of the City Code, City staff are recommending a change order with Spheros Environmental Group Parent, Inc., for the necessary increases to prepare and administer, the benthic layer algaecide treatment to Evergreen Lake, in an amount of $11,979; and

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

WHEREAS, on May 12, 2025, City Council approved Resolution No. 2025 - 096, which approved an agreement with Spheros Environmental Group Parent, Inc. ("Spheros"), for a second algaecide treatment for Evergreen Lake, in the Amount of $82,534.80; and

WHEREAS, at the time of the agreement, there were areas that were unknown whether the benthic layer (bottom two feet of water level) needed treatment; and

WHEREAS, at the time of treatment, the decision was made to treat the benthic layer of Evergreen Lake with the algaecide, resulting in the use of more than expected algaecide, which Aquatic Controls, a sub-contractor for Spheros, fronted the City; and

WHEREAS, staff found it in the best interest of the City to treat the benthic layer of Evergreen Lake; and

WHEREAS, Spheros paid Aquatic Controls for the additional material and, as a result, the City now owes Spheros for the additional algaecide; 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 8th day of December 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
Evergreen Lake Benthic Layer Algaecide Treatment
____

THIS AGREEMENT, dated this ___ day of _______________, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and Spheros Environmental Group (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. <u>**Access to Records**</u>. 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:	**If to CITY:**
Spheros Environmental Attn: Jeff Boeckler 2021 Timberbrook Dr STE Springfield, IL 62702 jeff.boeckler@spherosenvironmental.com	City of Bloomington Attn: City Manager 115 E. Washington St., Suite 400 Bloomington, IL 61701 admin@cityblm.org
Copy to: Spheros Environmental Attn: John Mollere 1221 Auraria Parkway Denver, CO 80204 John.mollere@spherosenvironmental.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.

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

CITY OF BLOOMINGTON	VENDOR
By: ____________________________	By: Lauren Handley (Lauren Handley)
Its City Manager	Its Vice President, Central Division Director
ATTEST:	
By: ____________________________	By: ____________ (Jeff Boeckler)
Its City Clerk	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.

EXHIBIT B
COSTS/FEES

Project cost: $11,979.00

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.

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.

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 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)	$11,979.00

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

Consent Agenda Item No. 7.D.

For City Council: December 8, 2025

Ward Impacted: City Wide

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

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:
Goal 1. Financially Sound City Providing Quality Basic Services
Objective 1e. Partnering with others for the most cost-effective service delivery

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

The current IGA expires on December 31, 2025. A new agreement is proposed. The rate for the City of Lexington is $1,315.51 and represents payment for use from January 1, 2026, to December 31, 2026. This is a one-year agreement.

Community Groups/Interested Persons Contacted: City of Lexington

Financial Impact: If approved, the City of Lexington will pay $1,315.51 for the use of the facility for calendar year 2026. This will be recorded in the Police-Property/Facility Rental Fees account (10015110-54430). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 228.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

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

WHEREAS, subject to the provisions of the City Code, staff are recommending an Intergovernmental Agreement with the City of Lexington for the use of the City's Police shooting range, where the City of Lexington would pay the City of Bloomington $1,315.51 for the calendar year 2026 ("Exhibit A"); and

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

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

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

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

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

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

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

PASSED this 8th day of December 2025.

APPROVED this ___ day of December 2025.

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

EXHIBIT A

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

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

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

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

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

I. STATEMENT OF PURPOSE

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

II. DEFINITIONS

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

"Agency/Agencies": The City of Lexington.

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

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

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

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

A. Scheduling

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

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

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

B. Supervision

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

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

C. Equipment

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

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

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

D. Damage

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

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

E. Annual Range Preparation

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

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of one thousand three hundred fifteen dollars and fifty-one cents ($1,315.51) for use of the facility for 2026. This fee shall be paid on January 1st of 2026 and shall represent payment for use from January 1, 2026, until December 31, 2026. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

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

VII. LIABILITY

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

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

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

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

VIII. AMENDMENT OF AGREEMENT

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

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2026, and terminating on December 31, 2026. First payment is due January 1, 2026.

X. SEVERABILITY

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

11/6/2025
Date

City of Lexington

By: ______________________
Mayor

ATTEST: Gina M. Roberds
City of Lexington Clerk

11/6/2025
Date

CITY OF BLOOMINGTON

By: ______________________
Mayor

ATTEST: ______________________
Bloomington City Clerk

Consent Agenda Item No. 7.E.

For City Council: December 8, 2025

Ward Impacted: Ward 4

Subject: Consideration and Action on an Ordinance Approving the Final Plat of the Resubdivision of Lot 1 Eastland Mall Subdivision, Related to the Property Commonly Known as 1515 E. Empire Street (Part of PIN: 21-02-126-013), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance 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: The Applicant seeks approval of a resubdivision to split off a portion of the existing property in order to facilitate the sale and separate development of the newly-created property. The subject property sits to the southeast of Empire Frontage Road and Fairview Drive. It is served by separate public water and sewer from the main development (Eastland Mall) on the subject parcel. No additional right of way dedication or public infrastructure construction is required. No tap-on fees are due at this time. City Staff have no objections to the plan.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Petition
4. County Clerk's Certificate
5. Owner's Certificate
6. School District Certificate
7. Final Plat Checklist
8. Plat Location Map
9. Drainage Statement

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOT 1 EASTLAND MALL SUBDIVISION, RELATED TO THE PROPERTY COMMONLY KNOWN AS 1515 E. EMPIRE STREET (PART OF PIN: 21-02-126-013)

WHEREAS, there was heretofore filed with the City of Bloomington ("City"), McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lot 1 Eastland Mall Subdivision, for the property legally described in Exhibit A ("Property"), commonly known as 1515 E. Empire St.; and

WHEREAS, said Petition included a Final Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of Farnsworth Group, Inc., dated November 26, 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 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 the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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 Resubdivision of Lot 1 Eastland Mall Subdivision, dated November 26, 2025, for the subject Property, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, 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 8th day of December 2025.

APPROVED this ___ day of December 2025.

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

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Eastland Mall Subdivision in Bloomington, Illinois according to the plat thereof recorded January 7, 1999 as Document Number 99-490 and as amended by Document Number 2000-24331 recorded September 29, 2000, in McLean County Illinois.

Address: 1515 E. Empire Street
Part of PIN: 21-02-126-013

EXHIBIT B

RESUBDIVISION OF LOT 1 EASTLAND MALL SUBDIVISION

PART OF THE NW 1/4 OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

Surveyor's Declaration

The following described property has been surveyed and platted under my direction:

Lot 1 in Eastland Mall Subdivision in Bloomington, Illinois according to the plat thereof recorded January 7, 1999 as Document Number 99-490 and as amended by Document Number 2000-24331 recorded September 29, 2000, in McLean County, Illinois.

This property contains 35.873 acres and has been subdivided into 2 lots numbered 4 and 5, and easements as shown. This subdivision is to be known as "Resubdivision of Lot 1 Eastland Mall Subdivision" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0502E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 26th day of November, 2025.

FARNSWORTH GROUP, INC.
200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761

By: [signature]
Brent A. Bazan
Professional Land Surveyor No. 3715

BRENT A. BAZAN
3715
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS
BLOOMINGTON, ILLINOIS

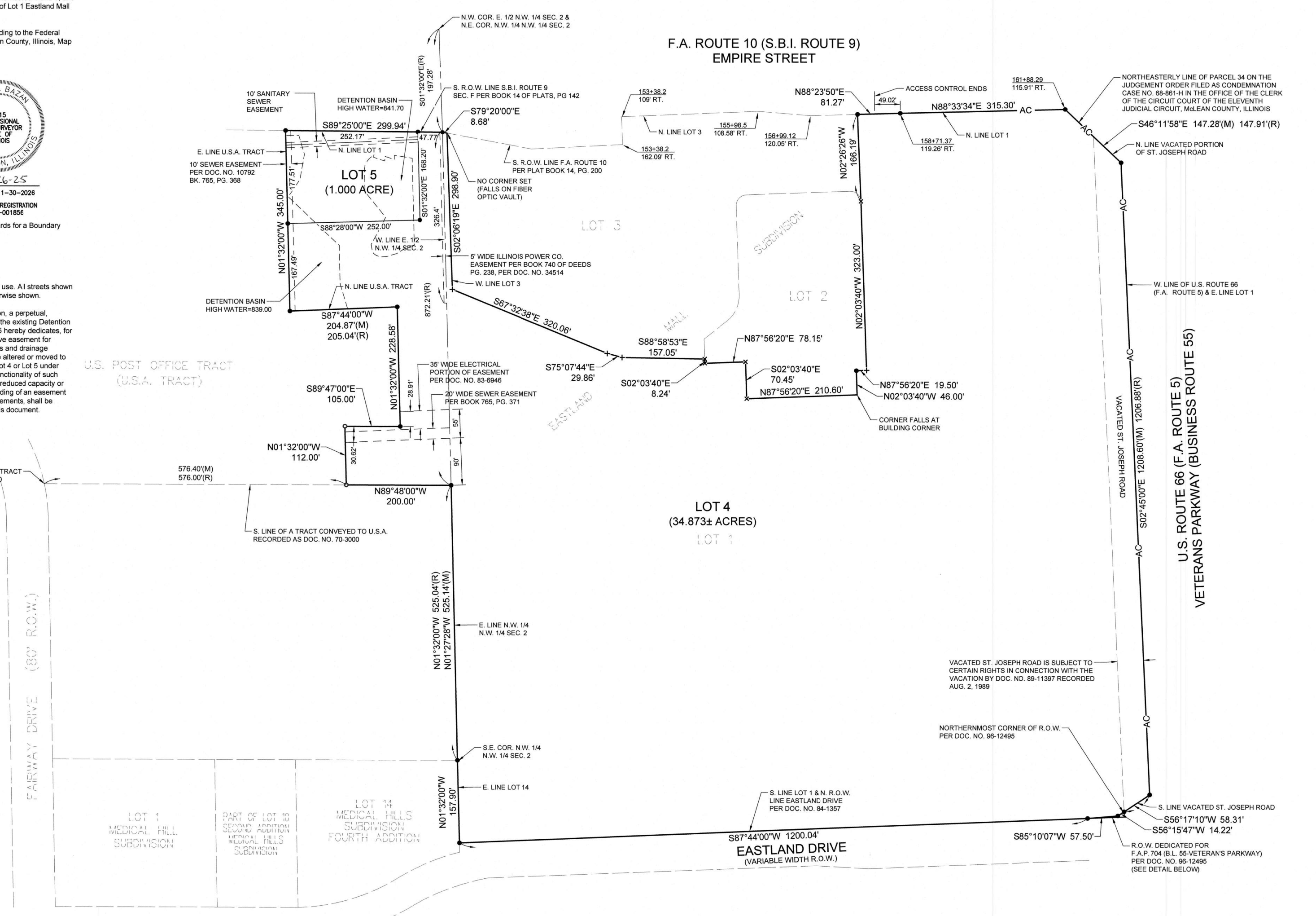
DATE: 11-26-25
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION
NO. 184-001856

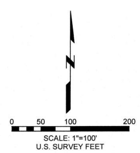
This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Notes:

1. This property is part of P.I.N. 21-02-126-013.
2. All easements shown hereon are hereby dedicated for public utility use. All streets shown hereon are hereby dedicated for public Rights-of-Way, unless otherwise shown.
3. Lot 4 hereby dedicates, for the benefit of Lots 4 and 5 shown hereon, a perpetual, non-exclusive easement for stormwater drainage upon and across the existing Detention Basins and drainage pathways to such, as shown on this plat. Lot 5 hereby dedicates, for the benefit of Lots 4 and 5 shown hereon, a perpetual, non-exclusive easement for stormwater drainage upon and across the existing Detention Basins and drainage pathways to such, as shown on this plat. These easements may be altered or moved to accommodate the relocation or redesign of detention facilities on Lot 4 or Lot 5 under either one of the following conditions: 1) the overall capacity and functionality of such detention is not reduced, or 2) the City Engineer determines that a reduced capacity or alternate method of stormwater management is appropriate. Recording of an easement document, including a map showing the existing and relocated easements, shall be considered sufficient to allow relocation of such without violating this document.

Owner / Developer
CBL & Associates Management Inc.
C/O Jim Henderson
2030 Hamilton Place, Suite 500
Chattanooga, TN 37421





LEGEND

●	IRON ROD
○	IRON PIPE
×	P.K. NAIL
+	CROSS CUT IN CONCRETE
(M)	MEASURED
(R)	RECORDED
—AC—	ACCESS CONTROL
— — —	EASEMENT LIMITS LINE

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, ______________________________, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Resubdivision of Lot 1 Eastland Mall 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

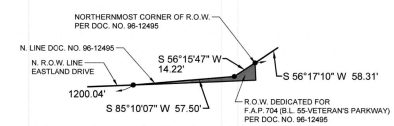
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
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



"DETAIL"

N.W. 1/4 SEC. 2 T.23N., R.2E. 3P.M.

Farnsworth
GROUP
200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

PROJECT:
RESUBDIVISION OF LOT 1
EASTLAND MALL SUBDIVISION

BLOOMINGTON, ILLINOIS

Date:	11-26-25
Design/Drawn:	DJM
Reviewed:	KDV
Field Book No.:	3450/13
Project No.:	02501396.001

SHEET TITLE:
FINAL PLAT

SHEET NUMBER:
1

File No.: 24-9455

PETITION FOR APPROVAL OF AN 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 comes Eastland Mall, LLC, hereinafter referred to as "Petitioner", respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate thereinof 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 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 seeks approval of the Final Plat for the subdivision of said property to be known and described as *Re-Subdivision of Lot 1, Eastland Mall Subdivision*;

3. That your Petitioners also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F.

WHEREFORE, your Petitioner respectfully prays that said Final Plat for the *Re-Subdivision of Lot 1, Eastland Mall Subdivision*, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

EASTLAND MALL, LLC

By: CBL & Associates Management, Inc., its managing agent

JDH/kyen
Legal

x ______________________________

Jeffery V. Curry, Chief Legal Officer

Date: November 14, 2025

EXHIBIT A

LEGAL DESCRIPTION
Re-Subdivision of Lot 1, Eastland Mall Subdivision

LEGAL DESCRIPTION

Lot 1 in Eastland Mall Subdivision in Bloomington, Illinois according to the plat thereof recorded January 7, 1999 as Document Number 99-490 and as amended by Document Number 2000-24331 recorded September 29, 2000, in McLean County, Illinois.

PIN(S): 21-02-126-013

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 6TH day of November 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

[Part of] PIN: 21-02-126-013

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, the undersigned hereby certifies that the undersigned is the owner of the premises embodied in the attached Plat of Resubdivision of Lot 1, Eastland Mall Subdivision in the City of Bloomington, McLean County, Illinois, and that the undersigned has caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lot 1, Eastland Mall Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent A. Bazan, Registered Illinois Land Surveyor Number 3715; and the undersigned, hereby dedicates and sets apart to the City of Bloomington for general utility purposes (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 14th day of November, 2025.

EASTLAND MALL, LLC

By: CBL & Associates Management, Inc., its managing agent

x ______________________________
Jeffery V. Curry, Chief Legal Officer

JDH/4YCM
Legal

*where dedication is required under Chapter 24, Section 3.5 of the City of Bloomington, Illinois subdivision ordinance, it being understood that such dedication is not required for the attached Plat

NOTARY CERTIFICATE

State of Tennessee)
)ss.
County of Hamilton)

I, Kelsie Mitchell, a Notary Public in and for the county and State aforesaid, do hereby certify that Jeffery V. Curry, in his capacity as Chief Legal Officer, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 14th day of November, 2025.

KELSIE MITCHELL
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY, TN

____
Notary Public

My commission expires March 9, 2026.

SCHOOL DISTRICT CERTIFICATE

This is to certify that the undersigned, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lot 1, Eastland Mall Subdivision, to the best of its knowledge, is located within the boundaries of Bloomington Public Schools District #87 in McLean County, Illinois.

Dated this 14th day of November, 2025.

Owner/Developer:

EASTLAND MALL, LLC

By: CBL & Associates Management, Inc., its managing agent

x
Jeffery V. Curry, Chief Legal Officer

204/[illegible]
Legal

NOTARY CERTIFICATE

State of Tennessee)
)ss.
County of Hamilton)

I, Kelsie Mitchell, a Notary Public in and for the county and State aforesaid, do hereby certify that Jeffery V. Curry, in his capacity as Chief Legal Officer, personally known to be the same person whose name is subscribed to the foregoing School District Certificate, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 14th day of November, 2025.

Notary Public

My commission expires March 9, 2026.

KELSIE MITCHELL
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY, TN

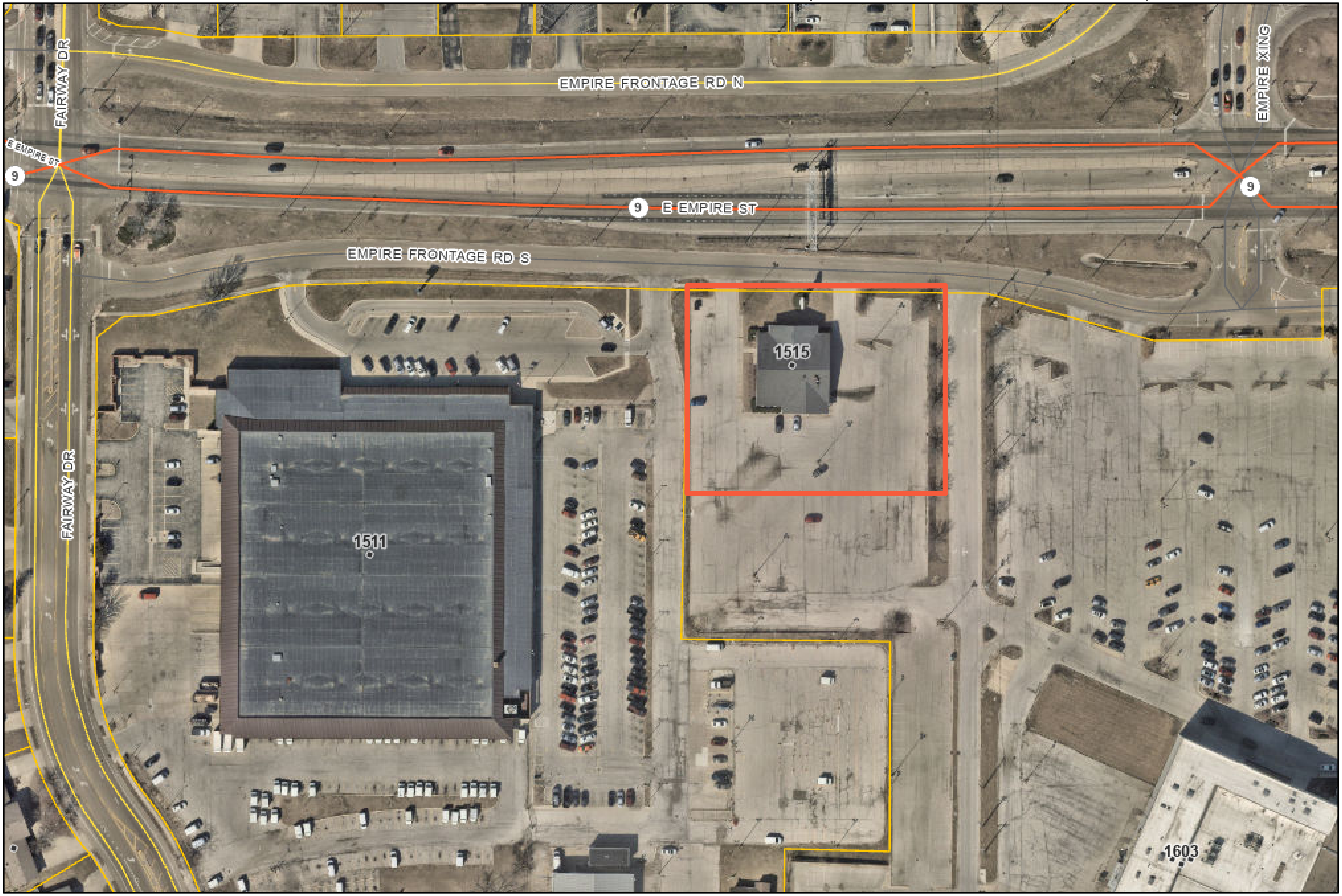
Eastland Mall, LLC (Resubdivision of Lot 1 Eastland Mall Subdivision)

Date Prepared: 12/2/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	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

11/24/2025

Resubdivision of Lot 1 Eastland Mall Subdivision (Part of PIN 21-02-126-013)



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

0 0.03 0.06
mi

1 inch = 168 feet

McGIS

EXHIBIT C
DRAINAGE STATEMENT

I, Charles Neil Finlen, Registered Professional Engineer, and Jeffery V. Curry, Chief Legal Officer of the undersigned Eastland Mall, LLC, being the owners of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 to be and become the Resubdivision of Lot 1, Eastland Mall Subdivision to 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 Planned Unit Development, 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 or Planned Unit Development.

I, as Registered Professional Engineer, further certify that all or portions of the Resubdivision of Lot 1, Eastland Mall Subdivision are NOT within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

____
REGISTERED PROFESSIONAL ENGINEER

OWNER:

EASTLAND MALL, LLC

By: CBL & Associates Management, Inc., its managing agent

x______________________________
Jeffery V. Curry, Chief Legal Officer

DOH/KJH
Legal

Consent Agenda Item No. 7.F.

For City Council: December 8, 2025

Ward Impacted: Ward 3

Subject: Consideration and Action on an Ordinance Approving the Final Plat of the Seventeenth Addition to Hawthorne Commercial Subdivision for the Property Commonly Known as 1305 Leslie Drive (PIN: 15-31-279-008), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance 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: The Applicant seeks approval of an final plat for unsubdivided property within the boundaries of the Preliminary Plan for the Hawthorne Commercial Park Subdivision (Ord. No. 2001-130) which is still active per platting of the 16th Addition in July of 2023, to facilitate the development of a new primary care and lifestyle medicine complex. The developer will be required to construct sidewalk along the front of the property and adjacent to Leslie Drive. Access to City water and sewer are existing. All necessary right of way has already been dedicated; no access will be permitted on to Towanda-Barnes Road. An acceptable EcoCAT report has been received for this undeveloped property. City staff have no objection to the plat.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Ordinance Exhibit C - Tap On Memo
4. Petition
5. County Clerk's Certificate
6. Owner's Certificate
7. School District Certificate
8. Final Plat Checklist
9. Plat Location Map
10. Drainage Statement

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RELATED TO THE PROPERTY COMMONLY KNOWN AS 1305 LESLIE DRIVE (PIN: 15-31-279-008)

WHEREAS, there was heretofore filed with the City of Bloomington ("CITY"), McLean County, Illinois, a Petition for approval of the Final Plat of the Seventeenth Addition to Hawthorne Commercial Subdivision, for the property legally described in Exhibit A ("PROPERTY"), commonly known as 1305 Leslie Drive; and

WHEREAS, said Petition included a Final Plat prepared by Daniel J Evans, Illinois Professional Land Surveyor No. 3348, of Dan Evans Land Surveying, dated December 1, 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 PROPERTY is subject to Tap-On fees and bonding for public infrastructure, as described in the Memo attached as Exhibit C (TAP-ON MEMO); 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, and requires no exemptions or variations.

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 Seventeenth Addition to Hawthorne Commercial Subdivision, dated December 1, 2025, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications and corrections.

SECTION 3. The Final PLAT shall be recorded following payment of the Tap-On Fees due, as described in the TAP-ON MEMO. The Performance Guarantee described in the TAP-ON MEMO shall become due upon the development of Lot 1 on the PLAT.

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

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

PASSED this 8th day of December 2025.

APPROVED this ___ day of December 2025.

CITY OF BLOOMINGTON

____
Dan Brady, Mayor

ATTEST

____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN THE FOURTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005-00031041 AT THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF LESLIE DRIVE; THENCE SOUTH 00 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 45.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 12, 363.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TOWANDA BARNES ROAD; THENCE SOUTH 00 DEGREES 12 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 567.57 FEET TO THE NORTHEAST CORNER OF LOT 25 IN THE FIFTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2020-00011155 AT THE MCLEAN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 41 MINUTES 55 SECONDS WEST, 363.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 25, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT OF WAY LINE OF LESLIE DRIVE; THENCE NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 567.66 FEET TO THE POINT OF BEGINNING, CONTAINING 4.74 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

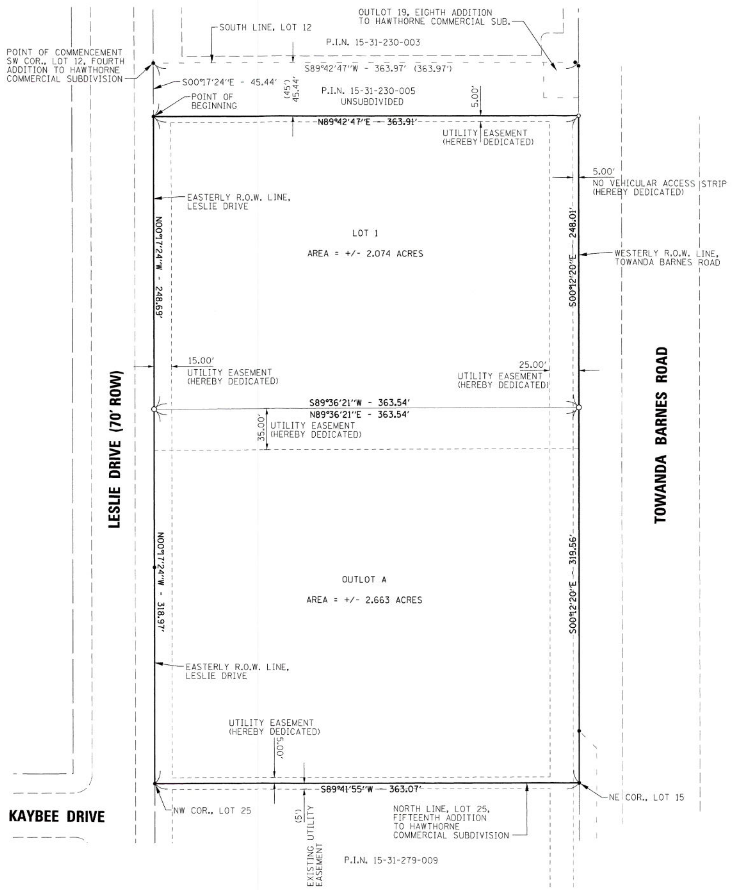
Address: 1305 Leslie Drive
PIN: 15-31-279-008

EXHIBIT B

SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

P.I.N.: 15-31-279-008
TOTAL AREA = +/- 4.74 ACRES



N

1"=50'
SCALE 50 0 50 100 FEET

LEGEND

•	FOUND IRON ROD/PIPE/REBAR
○	SET 1/2" IRON ROD WITH ORANGE CAP
	SURVEY BOUNDARY LINE
	EXISTING PROPERTY LINES
(484.68')	RECORD DATA
485.10'	MEASURED DATA
R.O.W.	RIGHT-OF-WAY
M.C.R.O.	MCLEAN COUNTY RECORDER'S OFFICE
P.I.N.	PARCEL IDENTIFICATION NUMBER
	EASEMENT LINE
	RIGHT OF WAY LINE

NOTES

1. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
2. BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY AND ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
3. A GENERAL DRAINAGE EASEMENT APPLIES TO ALL OF OUTLOT A FOR THE BENEFIT OF LOT 1.

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF MCLEAN)

I,____________________, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS_____DAY OF ____________________, 20_____.

____
CITY ENGINEER
BLOOMINGTON, ILLINOIS

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF MCLEAN)

I,____________________, CITY CLERK OF THE CITY OF BLOOMINGTON, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL FINAL PLAT OF THE SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE_____DAY OF_______________, 20___, 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____________________, A.D. 20_____.

____
CITY CLERK
BLOOMINGTON, ILLINOIS

SURVEYOR'S DECLARATION

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, DANIEL J. EVANS, BEING A PROFESSIONAL LAND SURVEYOR NO. 3348, DO HEREBY STATE THAT THE ATTACHED PLAT OF SUBDIVISION WAS SURVEYED AND PREPARED UNDER MY DIRECTION, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON FOR OSF HEALTHCARE SYSTEM AND REPRESENTS THE FOLLOWING DESCRIBED PROPERTY TO WIT:

A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN THE FOURTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005-00031041 AT THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF LESLIE DRIVE; THENCE SOUTH 00 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 45.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 12, 363.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TOWANDA BARNES ROAD; THENCE SOUTH 00 DEGREES 12 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 567.57 FEET TO THE NORTHEAST CORNER OF LOT 25 IN THE FIFTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2020-00011155 AT THE MCLEAN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 41 MINUTES 55 SECONDS WEST, 363.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 25, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT OF WAY LINE OF LESLIE DRIVE; THENCE NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 567.66 FEET TO THE POINT OF BEGINNING, CONTAINING 4.74 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

I FURTHER STATE THAT I HAVE SUBDIVIDED THE SAME INTO ONE (1) LOT AND ONE (1) OUTLOT AS SHOWN ON THE ATTACHED PLAT.

IRON MONUMENTS IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL EASEMENTS DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE AND FOR THE USE OF COMMUNITY ANTENNA TELEVISION SYSTEMS.

SAID SUBDIVISION IS TO BE KNOWN AS SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

I FURTHER STATE THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE ACCURATELY REPRESENTS THE ABOVE DESCRIBED PROPERTY AS SUBDIVIDED.

I FURTHER STATE THAT NO PART OF SAID HEREIN DESCRIBED SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP FOR COMMUNITY PANEL NUMBER 17113C0510E, EFFECTIVE DATE: JULY 16, 2008.

THIS PROPERTY IS PART OF P.I.N. 15-31-279-008.

DAN EVANS LAND SURVEYING
220 WEST STREET
EMDEN, ILLINOIS 62635.

DATED THIS 1ST DAY OF December, 2025

BY: [signature]
DANIEL J. EVANS
ILLINOIS PROFESSIONAL LAND SURVEYOR # 3348
MY LICENSE EXPIRES: 11-30-26

DANIEL J. EVANS 3348 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS EMDEN, ILLINOIS

DAN EVANS LAND SURVEYING, LLC
PH: (309) 303-9390 Email: dels3348@yahoo.com
Emden, Illinois Licensed in: IL, MO, IN, MI, KY
- A Veteran Owned Business -

CLIENT: **OSF HEALTHCARE SYSTEM**
5901 W. WAR MEMORIAL DRIVE
PEORIA, ILLINOIS 61615

NO.	DATE	NATURE OF REVISION	CHKD.
11	12/22/25	REVISIONS FIRST REVISION	

DSGN.	DJE	
DWN.	DJE	
CHKD.	DJE	
SCALE:	1"=50'	
DATE:	12-01-25	

TITLE: **FINAL PLAT OF SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

PROJECT NO. 25-71
SHEET 1 OF 1
DRAWING NO.

EXHIBIT C

M E M O R A N D U M

Date: December 2, 2025
To: Alissa Pemberton, Planning Manager
From: Steven J. Law, P.E.
Re: **Seventeenth Addition to Hawthorne Commercial Subdivision**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Seventeenth Addition to Hawthorne Commercial Subdivision.** The final plat is scheduled for Council consideration at the December 8th, 2025 Council meeting.

A: Tap-On Fees:
The following tap-on fees are due per the annexation agreement:

		Fund Code	***Principal***	***Interest***	***Total***
1	G.E. Valley San. Sewer	51101100-54120	$0.00	$0.00	$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	$1,422.00	$1,582.97	$3,004.97
3	G. E. Rd Water Main	50100120-57320	$0.00	$0.00	$0.00
4	G.E. Road (Pavement)	40100100-57320	$0.00	$0.00	$0.00
5	Fee in lieu of Park Land	24104100-57320	$0.00	$0.00	$0.00
	Total				$3,004.97

Subdivision area 4.74 acres. Frontage along G.E. Rd: 0'. Frontage along Leslie Drive: 567.66'
# of Residential Dwelling Units: zero proposed residential units

1) G.E.Valley Sewer: $281/ac +interest** from 12/76; No fee after 4/28/2008
2) G.E.Valley Sewer Extn.: $300/ac +interest** from 10/95; = $300 X 4.74 + $300 X 4.74 X 0.06 X 362 months/12 = $3995.82 (CPI Interest = $1582.97, 6% Interest = $2573.82; therefore use CPI Interest)
(3) G.E. Water Main: $18/ft
(4) G.E. Road Pavement @ $65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)
(5) Park Land Dedication Fee = $0. Proposed use is a nonresidential use. Should a residential use be proposed for the property, a fee in lieu of park land dedication may be required.
*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for $4,000,000 or $29,044.65/acre).
** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee
110% of Public Improvements (Improvements within Leslie Drive ROW for entire frontage).
To be fully provided with the development of Lot 1.

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street (10 years)
None

cc: Jim Karch, Director of Engineering
Chris Tomerlin
File

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) OSF Healthcare System, 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 Seventeenth Addition to Hawthorne Commercial 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;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Seventeenth Addition to Hawthorne Commercial Subdivision, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Dan Evans

Name: Daniel J Evans, Client Representative
Title: Professional Land Surveyor, Illinois #3348
Date: November 18, 2025

EXHIBIT A

LEGAL DESCRIPTION

SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN THE FOURTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005-00031041 AT THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF LESLIE DRIVE; THENCE SOUTH 00 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 45.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

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PIN: 15-31-279-008

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 26TH day of November 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN: 15-31-279-008

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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 SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION" in the City of Bloomington, McLean County, Illinois as laid off in lots by Daniel J. Evans, Registered Illinois Land Surveyor Number 3348; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 1 day of December, 2025.

Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 1 day of December, 2025.

Jennifer Bartley
Notary Public

My commission expires 04-24-27.

OFFICIAL SEAL
JENNIFER R BARTLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/24/2027

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Kurt Dierking as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as SEVENTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, to the best of my knowledge, is located within the boundaries of McLean County Unit 5 School District in McLean County, Illinois.

Dated this 1 day of December, 2025.

Owner/Developer

OFFICIAL SEAL
JENNIFER R BARTLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/24/2027

Jennifer Bartley

OSF Healthcare System (Seventeenth Addition to Hawthorne Commercial Subdivision)

Date Prepared: 12/2/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	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:		
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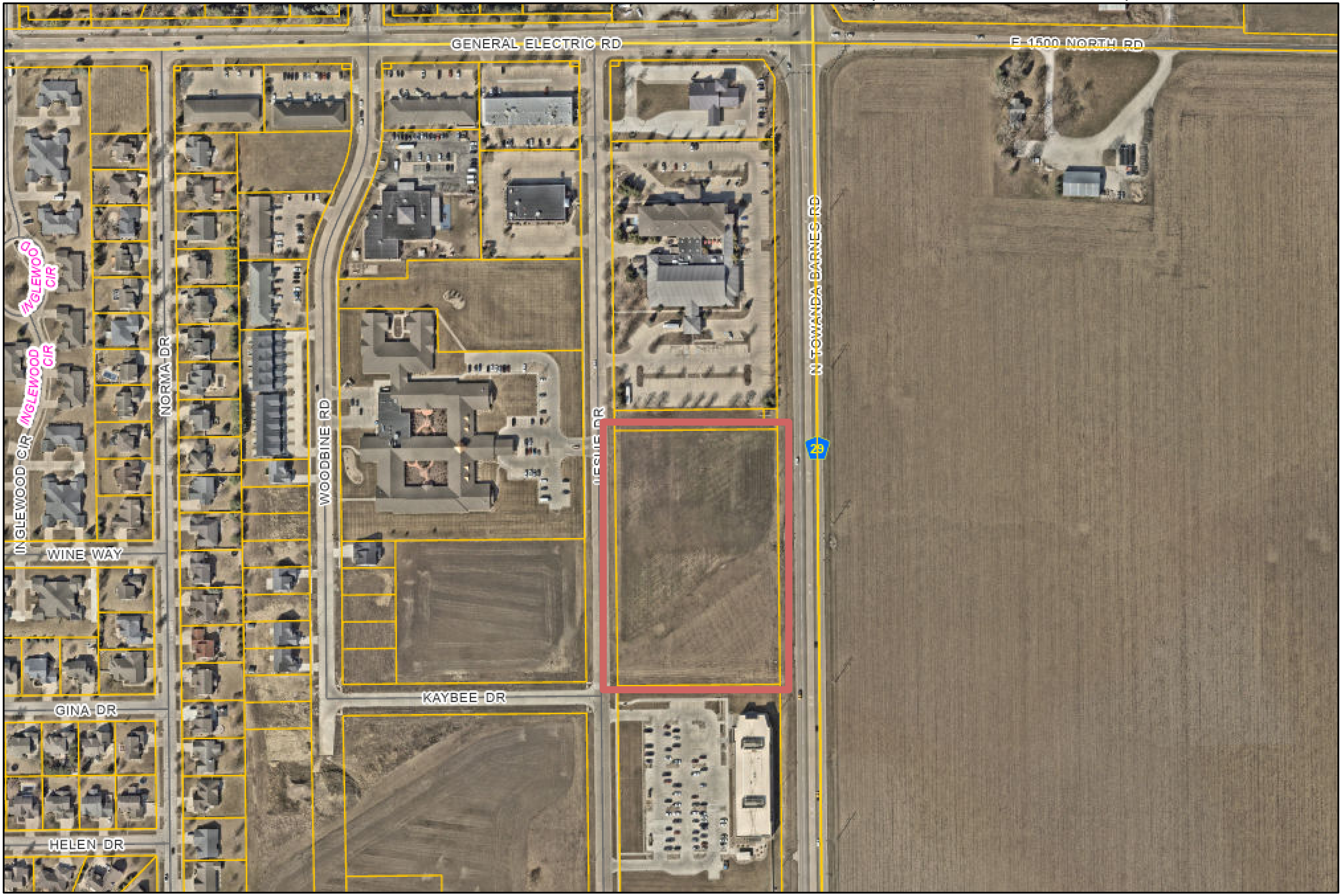
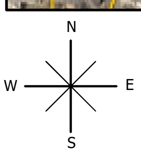
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to DSD	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DSD	Upon Dvlpmnt.

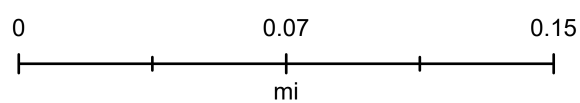
11/26/2025

17th Addition to Hawthorne Commercial Subdivision (PIN: 15-31-279-008)





McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1 inch = 373 feet

McGIS

EXHIBIT C
DRAINAGE STATEMENT

Jason Holdorf PE #062-062975, Registered Professional Engineer, and OSF Healthcare System being the owner(s) of the premises heretofore platted by Daniel J. Evans, Illinois Professional Land Surveyor No. 3348 to be and become Seventeenth Addition to Hawthorne Commercial Subdivision to 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 Planned Unit Development, 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 or Planned Unit Development.

I further certify that all or portions of Lots Seventeenth Addition to Hawthorne Commercial Subdivision are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

Jason L. Holdorf

Digitally signed by Jason Holdorf
DN: C=US, E="Jason.L.Holdorf@IMEGCORP.com", O=IMEG Consultants Corp., OU=CQCCC02, CN=Jason Holdorf
Date: 2025.11.24 17:59:07-06'00'

Registered Professional Engineer

OWNER(S):

By: OSF Healthcare/ SJMC, owners representation

Jordan Sondag 11-26-2025

Consent Agenda Item No. 7.G.

For City Council: December 8, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Amending the Redevelopment Agreement By and Between the City of Bloomington, Illinois, and Front and Center Property, LLC, for the Purchase of a Downtown Parking Complex, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:
Goal 6. Prosperous Downtown Bloomington
Objective 6c. Downtown becoming a community and regional destination

Background: The City entered into an agreement with Front and Center Property, LLC, in March 2025 to construct a Downtown Parking Complex, with project completion originally scheduled for December 31, 2025. However, the Contractor faced several months of delays waiting for third-party utility companies to disconnect old utilities. These delays halted demolition and construction activities and significantly slowed the project timeline. Compounding this issue, asphalt plants shut down during the winter, leaving paving materials unavailable until late winter or early spring and further delaying project completion.

To address the unavoidable schedule impacts, the proposed First Amendment extends the overall project completion date to May 31, 2026, and allows the City to take possession of the completed parking lot on the former Elks property separately from the remainder of the project. The Amendment also authorizes payment of $1,242,317.15 upon the City's acceptance of the completed Elks Property, with the remaining balance paid upon completion of the Front & Center site lot. This amendment acknowledges delays not attributable to the Contractor while also enabling the City to place the completed Elks lot into service sooner.

Throughout this period, the City has continued to work with the Contractor to expedite portions of the demolition work wherever safely possible. Front Street and Madison Street were temporarily closed as a precaution to ensure that demolition of the taller structural elements did not inadvertently impact public rights-of-way. The City is actively working with the Contractor to advance demolition of these upper portions so that both streets can be fully reopened as soon as conditions allow.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The City is under contract to purchase the completed campus for $3,929,189.14. This was approved by City Council on February 24, 2025, as part of Item 8.A., with the caveat that this would be included and paid for in the FY 2026 Budget. If the amended redevelopment agreement is approved, the City would pay a portion of the cost totaling $1,242,317.15. This will be paid from the Capital Improvement-Land account (40100100-72510). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital

Improvement" on pages 83, 86, 227, 242, 246, and 247.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - First Amendment to Agreement

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND FRONT AND CENTER PROPERTY, LLC, FOR THE PURCHASE OF A DOWNTOWN PARKING COMPLEX

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

WHEREAS, on March 6, 2025, the City entered into a purchase agreement with Front and Center Property, LLC, an Illinois limited liability company (hereinafter referred to as “Contractor” for the purchase of a Downtown Parking Complex; and

WHEREAS, the first amendment to the agreement of the Purchase of Downtown Parking Complex is attached as Exhibit A; and

WHEREAS, the Original Agreement provides for the Contractor to construct parking facilities on several properties, including the property commonly known as the "Elks Club Building" located at 110 N. Madison St. (the "Elks Property"), and properties located at 102 N. Center St., 120 N. Center St., and 110 N. Center St. (collectively, the "Center Street Properties"); and

WHEREAS, the Original Agreement established a completion date of December 31, 2025, for the entire Project; and

WHEREAS, the Contractor has encountered unforeseen delays beyond its control and has requested an extension of the completion date to May 31, 2026; and

WHEREAS, the Parties desire to amend the Original Agreement to allow for the separate transfer and payment for the Elks Property upon its completion, prior to the completion of the Center Street Properties as more fully set forth in the attached Exhibit ‘A’; and

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

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

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

SECTION 2. That the First Amendment to the Agreement for Purchase of a Downtown Parking Complex as described in Exhibit A 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 authorized and directed to publish this Ordinance in pamphlet form as provided by law.

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

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

PASSED this 8th day of December 2025.

APPROVED this ___ day of December 2025.

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

EXHIBIT A

FIRST AMENDMENT TO AGREEMENT FOR THE PURCHASE OF A DOWNTOWN PARKING COMPLEX

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this ____ day of ________, 2025, by and between **FRONT AND CENTER PROPERTY, LLC**, an Illinois Limited Liability Company (hereinafter referred to as "Contractor"), and **THE CITY OF BLOOMINGTON**, a Municipal Corporation and Body Politic (hereinafter referred to as "City"). Contractor and City are sometimes jointly referred to as the "Parties," and each individually sometimes referred to as a “Party”.

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement for the Purchase of a Downtown Parking Complex dated the 6th day of March, 2025 ***(the "Original Agreement"), authorized by Ordinance No. 2025-16*** passed on February 24, 2025; and

WHEREAS, the Original Agreement provides for the Contractor to construct parking facilities on several properties, including the property commonly known as the "Elks Club Building" located at 110 N. Madison St. (the "Elks Property"), and properties located at 102 N. Center St., 120 N. Center St., and 110 N. Center St. (collectively, the "Center Street Properties"); and

WHEREAS, the Original Agreement established a completion date of December 31, 2025, for the entire Project; and

WHEREAS, the Contractor has encountered unforeseen delays beyond its control and has requested an extension of the completion date to May 31, 2026; and

WHEREAS, the Parties desire to amend the Original Agreement to allow for the separate transfer and payment for the Elks Property upon its completion, prior to the completion of the Center Street Properties;

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

1. AMENDMENT TO SECTION 2 (PAYMENT OF PURCHASE PRICE). Section 2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

2. Payment of Purchase Price. The Total Purchase Price for the Project is Three Million Nine Hundred Twenty-Nine Thousand One Hundred Eighty-Nine Dollars and Fourteen Cents ($3,929,189.14). The Parties agree that this Total Purchase Price shall be paid in installments based on the completion of specific parcels as follows:

(a) Elks Property Payment: Upon the substantial completion of the parking facility located on the "Elks Property" (as defined in Exhibit B of the Original Agreement) and the demolition work at the Bank property (as defined in the Agreement) and a satisfactory inspection by the City, the City shall pay to the Contractor the sum of One Million Two Hundred Forty Two Thousand Three Hundred Seventeen and 11/100 Dollars **$1,242,317.11** (the "Elks Payment").

(b) Remaining Project Payment: Upon the substantial completion of the remainder of the Project, including the parking facilities on the "Center Street Properties" (as defined in Exhibits A, C, and D of the Original Agreement), and a satisfactory inspection by the City, the City shall pay to the Contractor the remaining balance of the Purchase Price, being the sum of Two Million Six Hundred Eighty Six Thousand Eight Hundred Seventy Two and 03/100 Dollars **$2,686,872.03**.

2. AMENDMENT TO SECTION 4 (CLOSING & POSSESSION). Section 4 of the Original Agreement is hereby amended to allow for separate closings as follows:

4. Closing & Possession. Closing on the Elks Property shall take place as soon as reasonably possible following the City's acceptance of the completed Elks Property parking facility. Closing on the remaining Center Street Properties (except noting that the Bank property is City-owned and therefore no Closing is required as to this property) shall take place as soon as reasonably possible following the City's acceptance of the remaining completed Project. The Parties shall agree upon the dates and times of the respective Closings. At each Closing, Contractor shall provide the City with the Warranty Deed, Real Estate Transfer Declarations, and closing statements relevant to the specific property being transferred.

3. AMENDMENT TO EXHIBIT E (COMPLETION DATE). Exhibit E, Section 3 ("Completion Date") and the "Scheduled Date of Substantial Completion" listed in the Project Overview of the Original Agreement are hereby amended to read as follows:

Scheduled Date of Substantial Completion: May 31, 2026. **3. Completion Date:** Final inspection and project completion by May 31, 2026.

4. RATIFICATION. Except as specifically amended by this First Amendment, all terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

CONTRACTOR	**CITY**
Signature: ______________________	Signature: ______________________
Name: Andrew S. Kaufmann	Name: Jeff Jurgens
Title: Manager	Title: City Manager
Date: ______________________	Date: ______________________

Consent Agenda Item No. 7.H.

For City Council: December 8, 2025

Ward Impacted: Ward 4

Subject: Consideration and Action on (1) an Ordinance Approving an Intergovernmental Agreement Between the City of Bloomington and Bloomington Public Schools District 87, for the Construction, Maintenance, and Use of the Bloomington High School Tennis Courts, with a City Contribution in the Amount of $500,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, in the Amount of $500,000, for the Empire Street TIF Fund, as requested by the Administration Department.

Recommended Motion: The proposed Ordinances 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: Bloomington Public Schools District 87 recently completed reconstruction of the Bloomington High School tennis courts at 1202 E. Locust Street. The former courts, heavily used for decades by both students and the public, had reached the end of their useful life and required full replacement. The new facility is now open, experiencing strong school and community use, and remains a public improvement eligible for Tax Increment Financing ("TIF") support.

The tennis courts have long been operated under a 1976 Tennis Facility Inter-Governmental Cooperation Agreement, renewed annually due to the City's continued public access and use. Under that agreement, the City has historically maintained the court surface, net posts, lighting fixtures, and nets. Because the agreement required the City to share in major capital costs, the City and District negotiated updated terms during the reconstruction process. While early estimates anticipated a 50/50 cost share, the School District understandably ultimately pursued a more robust, tournament-quality facility, increasing project costs to $1,345,638.35. The parties agreed that the City's contribution would be $500,000, reflecting its long-standing maintenance responsibilities and continued use of the courts as a public amenity.

The City's share will be funded entirely through the Empire Street TIF District, avoiding any impact on the General Fund. Consistent with TIF law (65 ILCS 5/11-74.4-3), the City's contribution will be used only for TIF-eligible construction expenses, including:

- **$334,881** – Illinois Civil Contractors: site excavation, demolition, site work, stormwater improvements, and sidewalks.
- **$111,665.76** – AG Sports Surfaces: mobilization, equipment, and materials for tennis court surfacing.
- **$53,453.24** – Midwest Construction Professionals: pre-construction services, project

management, supervision, and construction management fees and insurance.

The proposed Intergovernmental Agreement ("IGA") replaces the 1976 agreement and establishes long-term responsibilities for scheduling, maintenance, insurance, and operations of the new facility. The agreement extends through November 30, 2050, with automatic annual renewals thereafter, and includes a prorated reimbursement clause requiring the District to repay the City's $500,000 contribution if it terminates the agreement within the first 25 years.

Community Groups/Interested Persons Contacted: Bloomington District 87 Administration

Financial Impact: If approved, the City will contribute $500,000 from the Empire TIF Fund-To District 87 account (25105100-75090). Although not included in the FY 2026 Budget, sufficient fund balance in the Empire TIF Fund is available to cover the City's contribution agreed to between the City and District 87. Stakeholders can locate the Empire TIF Fund Budget in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 49.

Attachments:

1. Ordinance - IGA
2. Ordinance - Exhibit A - IGA
3. Ordinance - Exhibit B - Invoice
4. Ordinance - Budget Amendment
5. Ordinance - Exhibit A - Budget Amendment

ORDINANCE NO. 2025 - ___

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND BLOOMINGTON PUBLIC SCHOOLS DISTRICT 87 FOR THE CONSTRUCTION, MAINTENANCE, AND USE OF THE BLOOMINGTON HIGH SCHOOL TENNIS COURTS, WITH A CITY CONTRIBUTION IN THE AMOUNT OF $500,000

WHEREAS, the City of Bloomington ("City") and Bloomington Public Schools District 87 ("School District") have historically shared the operation and maintenance of the Bloomington High School tennis courts located at 1202 E. Locust Street pursuant to a 1976 Tennis Facility Inter-Governmental Cooperation Agreement; and

WHEREAS, under the 1976 agreement, the City has long been responsible for maintaining the court surface, net posts, light poles, fixtures, and net replacement during the tennis season, and the courts have served as a publicly accessible recreational facility heavily used by both the student population and the general public for decades; and

WHEREAS, the tennis courts reached the end of their useful life and required full reconstruction, and the School District has completed a new, modernized tennis facility that is now open and receiving significant use from both school programs and the public; and

WHEREAS, based on the City's obligations under the 1976 agreement and the shared public nature of the facility, the City and the School District have negotiated a new Intergovernmental Agreement ("IGA") establishing the long-term framework for maintenance, scheduling, public use, and the City's financial participation in the reconstruction project; and

WHEREAS, under the negotiated terms, the City will contribute $500,000 (Invoice is "Exhibit B") toward the total project cost of $1,345,638.35, with such contribution to be funded entirely through Tax Increment Financing ("TIF") dollars from the Empire Street TIF District and restricted to TIF-eligible expenses pursuant to 65 ILCS 5/11-74.4-3; and

WHEREAS, the IGA provides that the City's contribution shall be applied exclusively to TIF-eligible construction activities, including site work, excavation, tennis court resurfacing, and related management and supervision costs; and

WHEREAS, the IGA establishes updated, mutually agreed-upon roles and responsibilities for the long-term operation and maintenance of the facility, including cost-sharing provisions, scheduling priorities, and insurance requirements; and

WHEREAS, the IGA further provides that the agreement will remain in effect through November 30, 2050, with automatic annual renewals thereafter unless terminated by either party, and includes a reimbursement mechanism requiring the School District to repay the City for its capital contribution, subject to prorating, if the District terminates the agreement within the first 25 years; and

WHEREAS, the City Council finds that approval of the IGA is in the best interests of the City, supports continued public access to a high-quality recreational amenity, and reflects the City's commitment to intergovernmental cooperation and responsible stewardship of public facilities.

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 reference.

SECTION 2. The Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools District 87 for the Bloomington High School Tennis Courts, attached hereto as Exhibit A, is hereby approved. The City Manager or designated representatives are authorized to execute the Intergovernmental Agreement, and any other documents necessary to complete this transaction.

SECTION 3. The City Manager, Director of Parks & Recreation, and other designated staff are authorized to take all actions necessary to implement the terms of the Agreement, including administration of TIF-eligible expenditures and coordination of operational responsibilities as outlined in Exhibit A.

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

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

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

PASSED this 8th day of December 2025.

APPROVED this ____ day of December 2025.

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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR BLOOMINGTON HIGH SCHOOL TENNIS COURTS

This Agreement is made and entered into this ____ day of December, 2025, by and between the BLOOMINGTON PUBLIC SCHOOLS, SCHOOL DISTRICT 87, McLean County, Illinois ("School District") and the CITY OF BLOOMINGTON, McLean County, Illinois ("City"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the School District and the City have agreed and recognized the importance of providing and maintaining a jointly operated tennis facility at Bloomington High School, 1202 East Locust Street, Bloomington, Illinois, hereinafter referred to as "Facility"; and

WHEREAS, the parties have historically operated the Facility pursuant to the 1976 Tennis Facility Inter-Governmental Cooperation Agreement, entered into on October 25, 1976, which has been renewed annually due to the City's continued public use of the courts; and

WHEREAS, under Section 2(b) of the 1976 agreement, the City has been responsible for providing maintenance of the courts' surface, net posts, light poles and fixtures, and net replacement during the entire tennis season; and

WHEREAS, the courts eventually reached the end of their useful life and required full replacement, and the newly constructed courts are now open and receiving significant community and school use; and

WHEREAS, the parties have and will contribute financially to the construction and maintenance of such Facility.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. CITY FINANCIAL CONTRIBUTION FOR RECONSTRUCTION

Pursuant to the parties' negotiated terms and consistent with the City's obligations under the 1976 Tennis Facility Inter-Governmental Cooperation Agreement, the City shall contribute $500,000 toward the current reconstruction project. This contribution shall be funded using Tax Increment Financing (TIF) dollars from the Empire Street TIF District and shall be applied only to TIF-eligible costs, as required by law. The City's contribution is limited to the following eligible expenses:

a) $334,881 for labor and materials provided by Illinois Civil Contractors for site excavation and demolition, site work, stormwater improvements, and sidewalks.

b) $111,665.76 for tennis court mobilization, equipment, and resurfacing materials provided by AG Sports Surfaces.

c) $53,453.24 as partial payment to Midwest Construction Professionals for pre-construction services, project management, supervision, and construction management fees and insurance.

SECTION 2. JOINT RESPONSIBILITIES

It shall be the joint and mutual responsibility of the parties hereto:

a) To establish the length of season and the hours of operations for such Facility, and
b) To establish operating procedures and policies for the use of such Facility.

SECTION 3. RESPONSIBILITIES OF THE CITY

a) The City may develop a tennis program during the summer season and provide necessary staff and supervision.

b) The City shall share 40% of the cost of maintenance of the court's surface (after warranty expiration), net posts, light poles and fixtures, and net replacement and shall be responsible for trash pick-up on site.

c) The City shall establish and collect all program fees for City of Bloomington Parks & Recreation lessons, court reservations, and related services that are not related to the use of the Facility by the School District.

d) The City shall be responsible for scheduling of the Facility in cooperation with the School District, with the School District having first priority when school is in session during the spring and fall months. City of Bloomington Parks and Recreation shall have first reservation priority, after BHS programming, for court usage.

e) The City shall share half of the cost of electricity for the lighting system and replace light bulbs.

f) The City, at its expense, shall construct and maintain any shelter that may be provided at the Facility.

g) The City shall purchase and keep in force, during the entire period of this Agreement, bodily injury and property damage liability insurance, insuring the City and officers and employees of the City against such claims as are commonly insured by such insurance for and with respect to the City's activities pursuant or related to this Agreement of the programs provided hereunder with limits of not less than $1,000,000 per accident.

h) For the purpose of administering this Agreement, the following individual will be designated representative of the City unless the parties hereto are otherwise advised in writing: Director of Parks and Recreation.

SECTION 4. RESPONSIBILITIES OF THE SCHOOL DISTRICT

a) The School District shall provide for the maintenance of the fencing; drinking fountain, outdoor furniture (benches) vending machine (s), storage shed (s), bleachers, wind screening; and turf areas of the Facility.

b) The School District shall cooperate with the City to schedule use of such Facility in such a manner as to allow students at Bloomington High School first priority on court usage when school is in regular session. City of Bloomington Parks and Recreation shall have first reservation priority, after BHS programming, for court usage.

c) The School District shall purchase and keep in force, during the entire period of this Agreement, bodily injury and property damage liability insurance, insuring the School District and officers and employees of the School District against such claims as are commonly insured by such insurance for and with respect to the School District's activities pursuant or related to this Agreement or the programs provided hereunder with limits of not less than $1,000,000 per accident.

d) For the purpose of administering this Agreement, the following individual will be the designated representative of the School District unless the parties hereto are otherwise advised in writing: Michael Cornale, Chief Financial and Facilities Officer.

SECTION 5. DURATION OF AGREEMENT

This Agreement shall become effective upon execution of this agreement and shall remain in effect through November 30, 2050, and after which the Agreement shall automatically renew each year thereafter on November 1st unless either party notifies the other in writing of its intent to terminate the Agreement. Either party may terminate that agreement at any time with at least sixty (60) days prior notice. In the event this Agreement is terminated by the School District for any reason during the initial 25-year term of this agreement, the School District shall reimburse the City in the amount of $500,000.00, less one-twenty-fifth (1/25th) of such amount for each full year the Agreement has been in effect, for improvements made by the City. .

IN WITNESS WHEREOF, the undersigned, as duly authorized representatives or officers of their respective entities, do no affix their signatures to this Agreement.

CITY OF BLOOMINGTON	BLOOMINGTON PUBLIC SCHOOLS, SCHOOL DISTRICT 87
By: ____________________ City Manager	By: ____________________
Attest: _________________ City Clerk	Attest: _________________

EXHIBIT B

DISTRICT 87
BLOOMINGTON PUBLIC SCHOOLS

300 E. Monroe Street
Bloomington, IL 61701
309.827.6031
www.district87.org

DR. DAVID MOUSER
Superintendent of Schools
DR. SHERRILYN THOMAS
Asst. Superintendent of Human Resources
DR. NICOLE RUMMEL
Asst. Superintendent of Teaching & Learning
MR. MICHAEL CORNALE
Chief Financial & Facilities Officer

City of Bloomington

115 E Washington

Bloomington, IL 61701

************Invoice*************

Invoice #: 10032025tennis

Description:Reimbursement of development cost associated with Locust Street Tennis Courts

Total Amount: $500,000.00

Please remit payment to:

Bloomington Public Schools-District 87

300 E Monroe

Bloomington, IL 61701

Attn: Trisha Pearl

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, IN THE AMOUNT OF $500,000

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 14, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Empire TIF (Tax Increment Financing) Fund Budget, to Utilize Reserves, in the amount of $500,000, as requested by the Development Services 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 8th day of December 2025.

APPROVED this ___ day of December 2025.

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

FY 2026 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
25105100-40000	Empire TIF Fund	Use of Fund Balance	$ (500,000.00)
25105100-75090	Empire TIF Fund	To District 87	$ 500,000.00
		Net Transaction:	**$ -**

Consent Agenda Item No. 7.I.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 39 to Clarify Section 39 - 2002 Regarding the Grocery Service Operation Tax, as requested by the Legal Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:
Goal 1. Financially Sound City Providing Quality Basic Services
Objective 1a. Budget with adequate resources to support defined services and level of services

Background: The Illinois Department of Revenue has accepted the City's Ordinance #2025-072, which was adopted by the City Council on September 25, 2025. The Department has asked that the City amend City Code Section 29 - 2002 to clarify the basis for the Municipal Grocery Service Occupation Tax only. The requested change is included in the proposed ordinance. This makes a technical change only to avoid any ambiguity.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A. Ordinance Amendment only.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - ___

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 39 TO CLARIFY SECTION 39 - 2002 REGARDING THE GROCERY SERVICE OPERATION TAX

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

WHEREAS, the City Council is responsible for managing the City Code.

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

SECTION 1. That Bloomington City Code Chapter 39, Section 39-2002, shall be amended as follows (additions underlined and deletions stricken):

> **Sec. 39-2002 – Municipal Grocery Service Occupation Tax.**
>
> A Municipal Grocery Service Occupation Tax is imposed upon all persons engaged in the City of Bloomington in the business of making sales of service, who, as an incident to such sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be one percent (1%) of the ~~gross receipts~~ <u>selling price of all groceries transferred by such servicemen as an incident to a sale of service</u>, as authorized by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

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

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

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

PASSED this 8th day of December 2025.

APPROVED this ____ day of December 2025.

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

Consent Agenda Item No. 7.J.

For City Council: December 8, 2025

Ward Impacted: Ward 7

Subject: Consideration and Action on an Application by Sodexo America, LLC, located at 104 E. University Ave., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Plan:
Goal 3. Grow the Local Economy
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

Background: Sodexo America, LLC ("Applicant"), located at 104 E. University Ave., is requesting approval of the creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. The Applicant is requesting the creation in order to be able to provide a full dining experience for students, staff, employees, and visitors.

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 November 2, 2025, in *The Pantagraph*. 53 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class RAS Liquor License is $3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 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. CLK B Application_Sodexo America LLC
2. CLK C Draft Minutes_Sodexo America LLC

City Clerk Requirement Verification Memo

To: City Council Review

Re: Sodexo America, 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
- List of Officers
- Management Agreement
- Sample Operating Report
- Business & Sustainability Report
- $2,000 Bond
- Certificate of Liquor Liability Insurance
- Computer Generated Site/Floor Plan
- B/N Food & Beverage Tax Registration Form
- List of BASSET Certified Individuals
-
- Paid $400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Applicants Passed Required Background Investigations
- Development Services Inspection Complete

Items Due Before License Issuance

- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

City of Bloomington ILLINOIS

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	SODEXO AMERICA LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	~~YOUNG MAIN LOUNGE~~ SODEXO AMERICA LLC
Legal Entity Address *(including City, State, and Zip)*	[redacted]
Legal Entity Phone Number	[redacted]
Legal Entity Email Address	[redacted]
Establishment Address including Zip	104 E. UNIVERSITY AVE, BLOOMINGTON 61701
Establishment Phone Number	309-205-8247
Establishment Email Address	TRIPPER.PHIPPS@SODEXO.COM
***Email Address for ALL City Communications:**	[redacted]

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
WEBSTER LAW PARTNERS	CHICAGO	IL	60654
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
CORPORATE CREATIONS NETWORK INC	SCHAUMBURG	IL	60173
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
TRIPPER PHIPPS	BLOOMINGTON	IL	61701
Phone Number	**Email Address**		
[redacted]	TRIPPER.PHIPPS@SODEXO.COM		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**

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

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

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

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

3. ☐ Yes ■ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* ____________________

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ■ Yes ☐ No Are 21 years of age or older.
   - ■ Yes ☐ No Are citizens of the United States.
   - ■ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ■ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ■ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ■ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ■ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ■ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ■ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

City of Bloomington Illinois

5. ☐ Yes ● No Is the premises for which the license is sought owned?

5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* ______

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* RESTAURANT
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RAS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: TO PROVIDE A FULL DINING EXPIERENCE FOR THE STUDENTS, STAFF, EMPLOYEES, VISTORS AND
7. If approved, how would the liquor license benefit the City and its residents? CUSTOMERS REQUESTED IT.
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* ______
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* 95% OR MORE OF SALES WILL CONTINUE TO BE FROM FOOD
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7AM	11PM
Tuesday:	7AM	11PM
Wednesday:	7AM	11PM
Thursday:	7AM	11PM
Friday:	7AM	11PM
Saturday:	7AM	11PM
Sunday:	7AM	11PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) MEMORIAL CENTER IS A STUDENT CENTER WITHIN THE ILLINOIS WESLEYAN UNIVERSITY

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? NO

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

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* MEMORIAL CENTER IS DIRECTLY ON EAST UNIVERSITY AVENUE STREET ADJANCENT FROM THE ILLINOIS WESLEYAN UNIVERSITY
4. How much additional traffic is expected to be generated with a liquor license? NONE
5. Describe any and all on- and off-street parking: CAMPUS HAS AMPLE PARKING LOT
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? ONE-TOMMY'S

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: CURRENT SODEXO AMERICA LLC LICENSEE WITH THE CITY OF BLOOMINGTON
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?

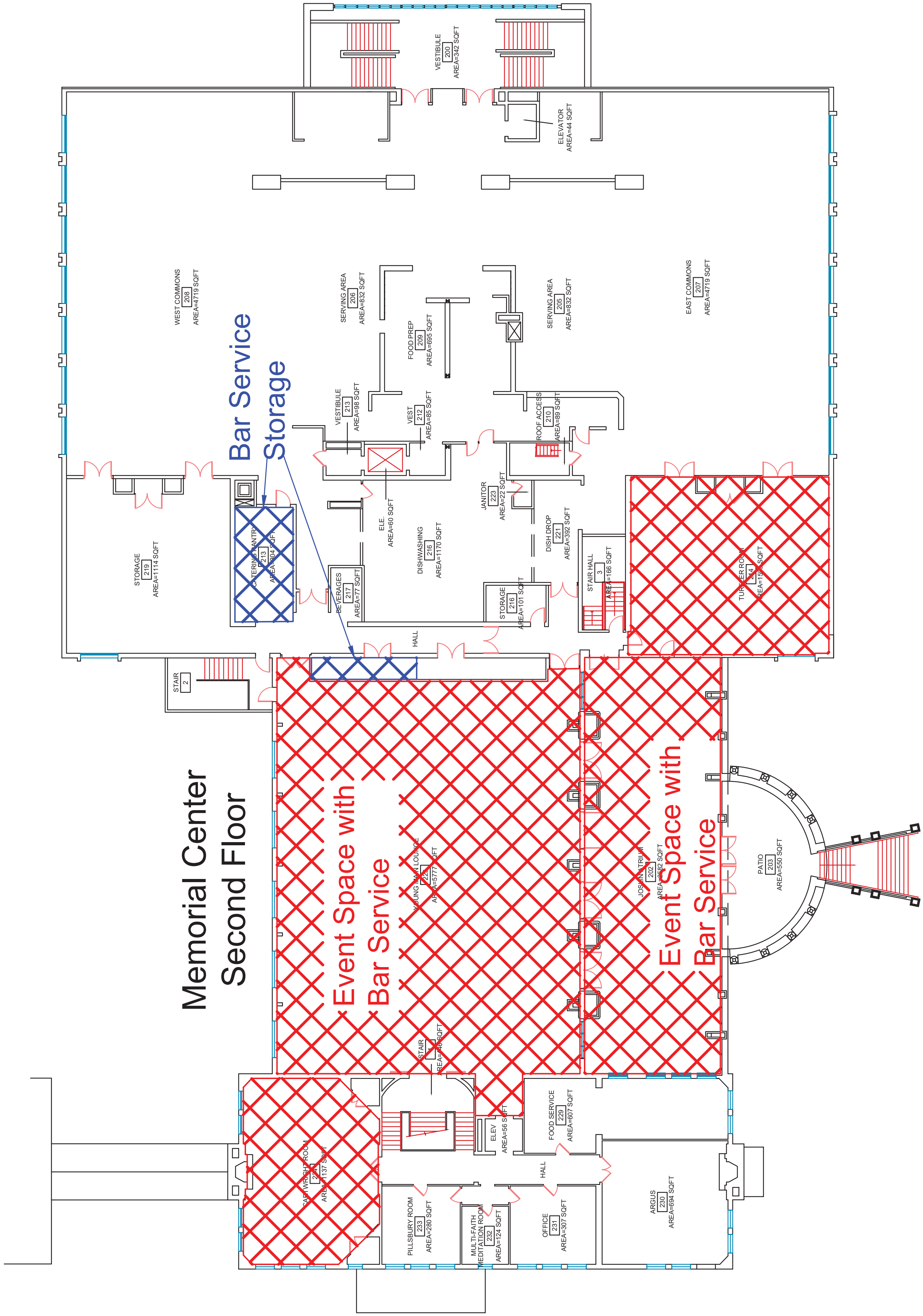
- ☐ Yes ■ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ■ Yes ☐ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- ☐ 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:

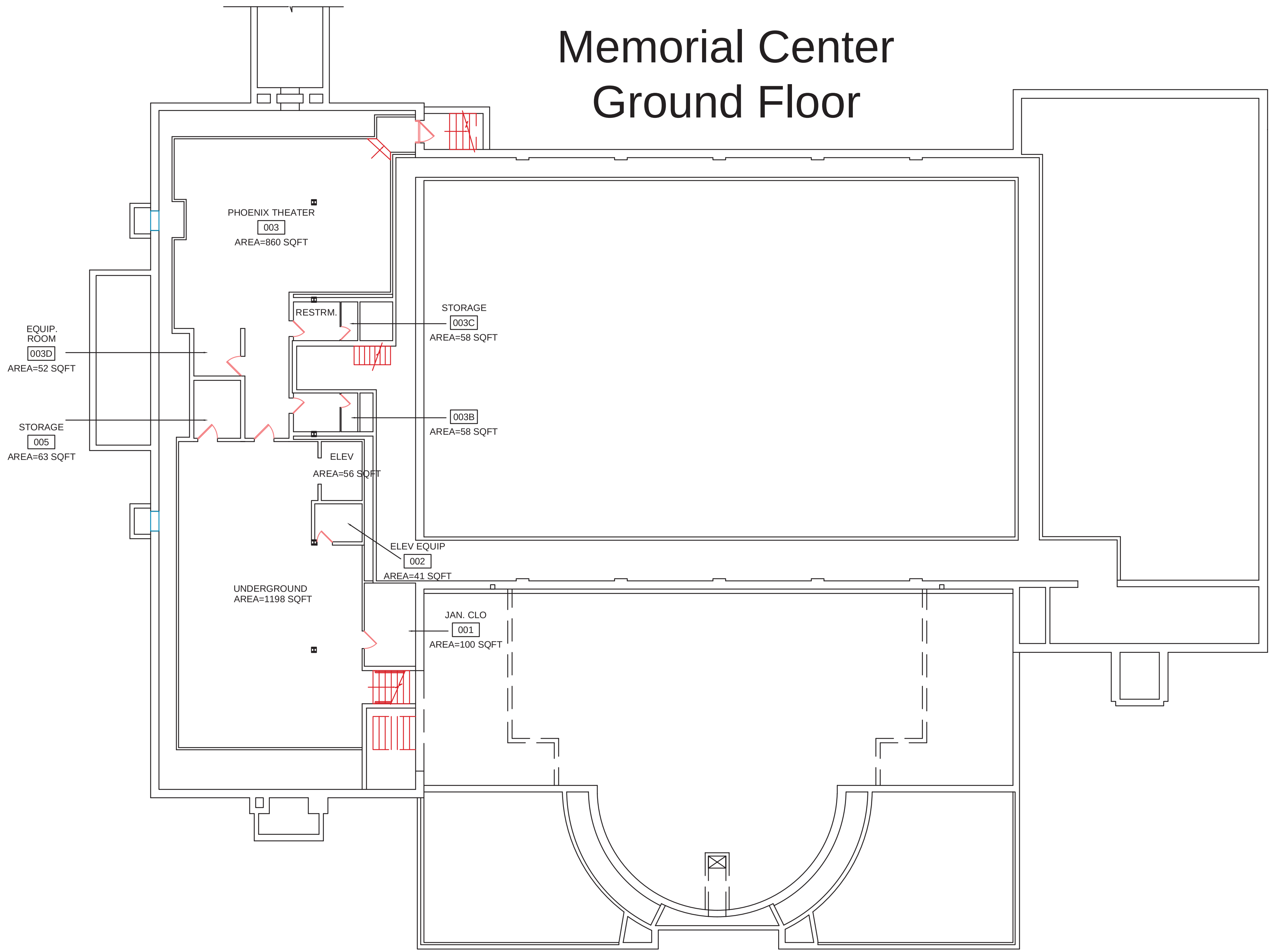
1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants 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.**

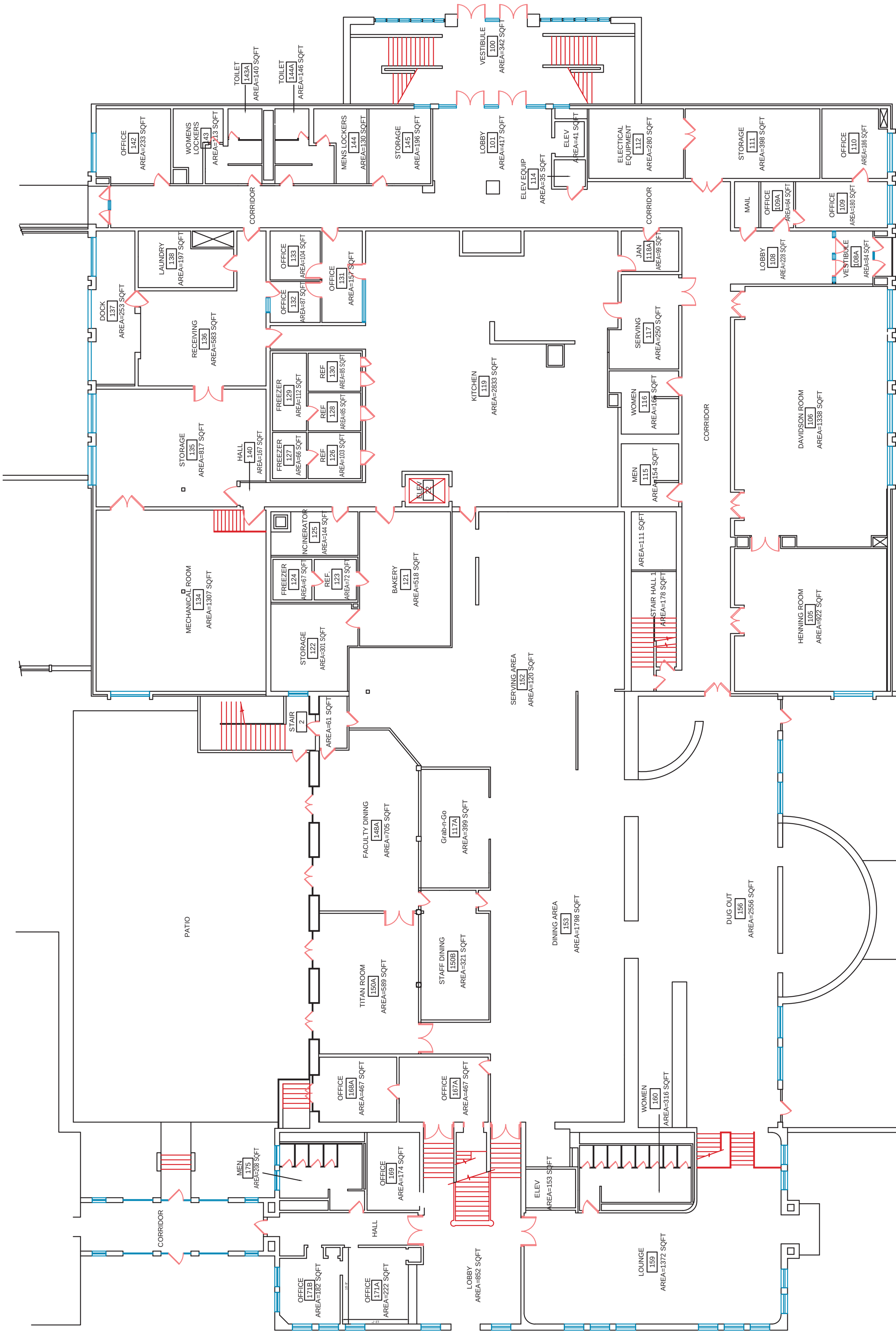
SAROSH MISTRY	PRESIDENT
Name (Please Print)	**Title**
[redacted]	08/20/2025
Signature	**Date**



Memorial Center
Second Floor
Bar Service
Storage
Event Space with
Bar Service
Event Space with
Bar Service
VESTIBULE
200
AREA=342 SQFT
ELEVATOR
AREA=44 SQFT
WEST COMMONS
208
AREA=4719 SQFT
SERVING AREA
206
AREA=832 SQFT
FOOD PREP
209
AREA=695 SQFT
SERVING AREA
205
AREA=832 SQFT
EAST COMMONS
207
AREA=4719 SQFT
VESTIBULE
213
AREA=98 SQFT
VEST
212
AREA=85 SQFT
ROOF ACCESS
210
AREA=89 SQFT
ELE.
AREA=60 SQFT
JANITOR
223
AREA=22 SQFT
STORAGE
219
AREA=1114 SQFT
BEVERAGES
217
AREA=77 SQFT
DISHWASHING
216
AREA=1170 SQFT
DISH DROP
221
AREA=392 SQFT
STORAGE
216
AREA=101 SQFT
STAIR HALL
3
AREA=166 SQFT
HALL
STAIR
2
PATIO
203
AREA=550 SQFT
STAIR
AREA=46 SQFT
ELEV
AREA=56 SQFT
FOOD SERVICE
229
AREA=607 SQFT
HALL
PILLSBURY ROOM
233
AREA=280 SQFT
MULTI-FAITH
MEDITATION ROOM
232
AREA=124 SQFT
OFFICE
231
AREA=307 SQFT
ARGUS
230
AREA=694 SQFT

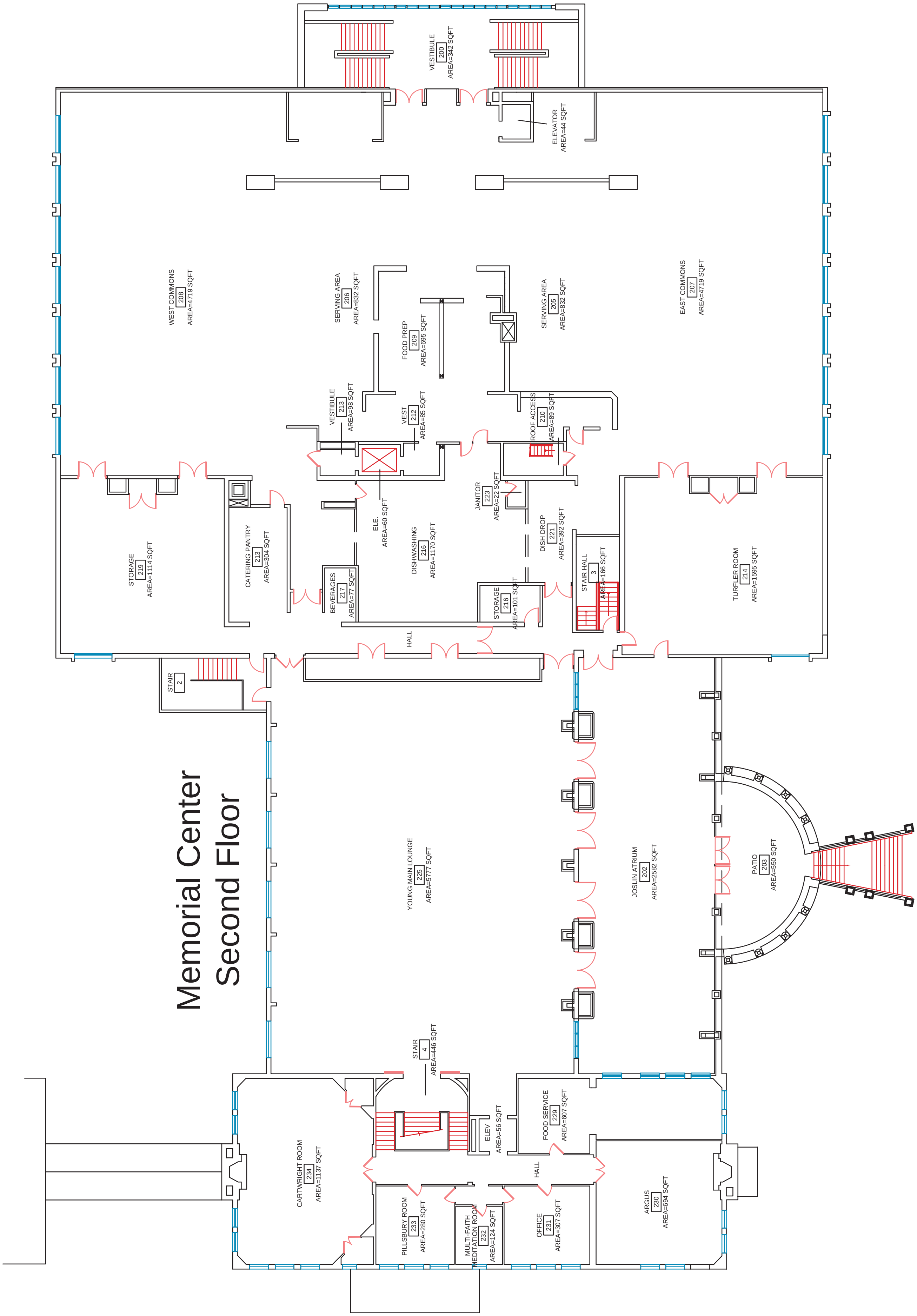
Memorial Center
Ground Floor





Memorial Center
First Floor

Memorial Center Second Floor



The following Item was presented:

<u>Item 5.A. Public Hearing and Action on an Application from Sodexo America, LLC, located at 104 E. University Ave., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*</u>

Commissioner Brady opened the Public Hearing at 4:02 PM.

James Webster, Attorney, and Tripper Phipps, Manager for Sodexo America, LLC (Applicant), after being sworn, addressed the Commission. Mr. Webster explained that they were seeking a restaurant and Sunday sales liquor license for the second floor of the Memorial Center at Wesleyan University. He stated that the new license, which would replace their former catering license, was not intended for full-time use and would mainly be utilized for meetings, conferences, alumni events, donor gatherings, and similar functions. He noted that spirits would not be used for students events. He explained that while wine, beer, and spirits would be allowed, spirits would be served less frequently than wine or beer and would be used mostly on special occasions.

Commissioner Brady asked Mr. Phipps to provide details on the history of the location. Mr. Phipps explained that the Memorial Center served as a gathering space at Illinois Wesleyan University and featured event areas such as the Young Main Lounge and Joslyn Atrium. He noted that while they had a beer and wine license for the Hanson Center, alcohol was only served there during certain hours and special events, particularly those that involved alumni and athletics. He explained that when the City modified their catering license and with guidance from the University's new president, they looked to serve not spirits in addition to beer and wine, for fundraising, donor, and alumni events held at the Memorial Center.

Commissioner Poondru asked if everyone serving alcohol would be BASSET Certified. Mr. Phipps answered yes.

Commissioner Poondru asked if they planned to serve in any other locations, or if it would only be the proposed premise. Mr. Phipps stated that they would only be in the proposed space.

Commissioner Jordan asked for clarification on the catering license mentioned earlier. Mr. Phipps explained that the City removed their catering license, which had been secondary to their main license for the Hanson Center. He stated that after discussions with both Sodexo and Bloomington legal teams about how their services should be classified, it was determined that instead of a special event license, they should apply for a full restaurant license similar to the one they held for the Hanson Center.

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 4:09 PM.

Commissioner Jordan made a motion, seconded by Commissioner Peterson, to positively recommend the Item to Council.

Commissioner Brady directed the Clerk to call the roll:

AYES: Brady; Poondru; Jordan; Peterson

Motion carried.

Consent Agenda Item No. 7.K.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and action on a Collective Bargaining Agreement with Local 699, as requested by the Human Resources Department.

Recommended Motion: That the City Council ratify the Collective Bargaining Agreement with Local 699 and authorize the City Manager to execute the final agreement consistent with any technical formatting, clerical, or legal conformity edits.

Strategic Plan:
Goal 1. Financially Sound City Providing Quality Basic Services
Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: Negotiations between the City and AFSCME Local 699 began on February 7, 2025, to establish a successor collective bargaining agreement. Highlights of major changes in pay, benefits and work rules are as follows:

Wages and Benefits:

- A 3.5% across-the-board increase retroactive to May 1, 2025.
- A 3.5% across-the-board increase for May 1, 2026.
- A 3.25% across-the-board increase for May 1, 2027.
- In lieu of the across the board increase, the parties agreed to modify:
    - Increase the Maintenance Coordinator base pay to $33.20 per hour for FY 2026. The across-the-board increase will apply in FY 2027 and FY 2028.
    - Apply a $1.00 increase in each fiscal year on the "hired after" wage table for Zookeepers, Asst. Greenskeeper and Custodian positions.
- Updated the eligibility date for longevity to be added to an employee's base pay to the ratification date of the contract.
- Update the shift differential to $2.00 per hour for Fleet Technicians and $1.00 per hour for all other employees.
- Increase meal allotment to $15.00.
- Modified to the Enhanced Dental effective January 1, 2026.
- Increased the Uniform Allowance to $1,000 annually, effective May 1, 2026. Zookeepers are now eligible for this benefit.
- Increase shoe reimbursement for Police Custodians to $250.
- Increase the Tool Allowance to $1,200 annually, effective May 1, 2026.
- Updated job descriptions for the Lead Fleet Technician, Fleet Technician, Fleet Laborer, and Maintenance Coordinator.

Leave:

- The vacation schedule was modified to align with other City employee groups.

- Standardized vacation carryover.
- Sick Leave was expanded to allow use for extended family.
- The addition of the Juneteenth holiday.
- The addition of Parental and Maternity Leave to be consistent with City policy.
- Expand eligible Bereavement Leave to 5 days for the death of the employee's spouse, domestic partner, sibling, parent, or child.
- Modified PC accrual for new hires.
- Addition of an IL. Paid Leave for All Waiver.

<u>Other Changes:</u>

- Incorporated overtime eligibility standards.
- Incorporated previously established rules for rest periods.
- Incorporated process for grievance investigation and time off for membership meetings during work hours.
- Established a 10-month probationary period.
- Negotiated new language on temporary transfers of employees between the Streets and Solid Waste Divisions. This included resolving all grievances previously filed for arbitration.
- Updated the grievance procedure for grievances filed over the same meaning, interpretation, or application of the Agreement.
- Updated the arbitration process for a seven (7) arbitrator panel.
- Incorporated a previously approved agreement for employees to obtain their Commercial Driver's License ("CDL"), which includes supplemental pay for the trainers.

- Incorporated language over work conducted at the Arena.
- Modified the Fleet staff certification process as follows:
    - Increased non-core certification pay for Fleet Technicians to $.30 per hour.
    - Added a 7th core certification for Fleet Technicians.
    - Incorporated the requirement for Fleet Laborers to have one certification.
    - Added additional non-core certifications to the approved ASE and EVT list.
    - Modified travel time for certification testing.
- Expanded the timeline for Fleet staff to obtain their CDL to two years.
- Updated the Utility Worker certification language and modified testing requirements.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the financial impact of the across-the-board increases is estimated to be $305,825 in FY 2026, $608,084 in FY 2027, and $878,075 in FY 2028. The FY 2026 budget included an estimated increase that should materially cover the cost to the across-the-board wage increase. Future increases will be budgeted accordingly.

Attachments:

None

Regular Agenda Item No. 8.A.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending Chapter 21 of the City Code and the Schedule of Fees Revising Bulk Waste Collection Services, Fees, and Drop-Off Facility Operations, as requested by the Public Works Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:
Goal 1. Financially Sound City Providing Quality Basic Services
Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: The City opened the Citizen Convenience Center ("CCC") in 2018 with the belief that it would streamline operations and be more effective for residents. However, since 2018, the CCC has consistently been exploited, mostly by landlords and contractors. These parties have regularly brought multiple loads of bulk waste on a weekly basis, free of charge. Simultaneously, City crews have continued to provide weekly curbside pickup for $25/bucket fee as well. The operation, in this manner, is inefficient as, each week, crews have to determine where the bulk has been placed and send a separate loader and truck.

While bulk waste handling has consistently been a net deficit operation, the abuse and inefficiencies have led staff to recommend changes to increase efficiency and deter abuse of the service.

Staff recommend offering every other week free curbside bulk waste pickup as was done prior to 2018. The first bucket of waste would be free, and any subsequent bucket would be $30 each (i.e. 1=$30, 2=$60, 3=$90). Staff believe this would greatly reduce contractor and landlord misuse of the curbside service. This service would be offered year-round except during leaf pickup in late fall. This should reduce piles of waste sitting in yards waiting for the bi-annual pickup as well. This change should also be beneficial to our senior citizens, the disabled residents, and those residents without motor vehicles who would otherwise be unable to bring waste to the CCC.

We recommend closing the CCC to bulk waste, but continue to allow yard waste and electronics. We recommend ceasing operations between January-March of each year.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. 2025 –

AN ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE TO REVISE BULK WASTE COLLECTION SERVICES, FEES, AND DROP-OFF FACILITY OPERATIONS

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

WHEREAS, the City of Bloomington (the "City") owns and operates a solid waste program; and

WHEREAS, the Corporate Authorities of the City believe that modifications to the solid waste program, specifically regarding the collection of bulk waste and the operation of the City's Drop-off Facility, are in the best interest of the City and its residents to provide for regular, scheduled collection and manage costs; and

WHEREAS, the Corporate Authorities deem it necessary and appropriate to adjust the services and fee structures related to bulk waste and the Drop-off Facility as set forth in this Ordinance.

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

SECTION 1. That Chapter 21 and the Schedule of Fees, of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

SECTION 4. If any part of this Ordinance shall be declared invalid for any reason whatsoever, the remainder of this Ordinance which shall continue in full force and effect and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law; provided, however, that the changes set forth in Exhibit A shall become effective on January 1, 2026.

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 8th day of December, 2025.

APPROVED this ____ day of December, 2025.

CITY OF BLOOMINGTON

____
Dan Brady, Mayor

ATTEST

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Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 21-307. [Ch. 21, Sec. 300.7] Bulk waste collection.

A. Bulk waste and building waste ~~may~~ shall be collected by the City via an every other week curbside collection program, under rules established by the Director of Public Works and approved by the City Manager ~~but only with respect to bulk waste or building waste generated or created by the occupant or owner of residential property, served by the solid waste program, with proper permits, at least twice per year. The collection shall take place once in the season of spring and once in the season of fall within each calendar year. The time periods shall be determined under rules established by the Director of Public Works and approved by the City Manager.~~

B. The City shall not charge the occupant or owner of residential property served by the solid waste program for the first bucket of bulk waste or building waste collected during the scheduled every other week collection.

C. If an occupant or owner of residential property served by the solid waste program places more than one (1) bucket of bulk waste or building waste ~~collection during these time periods~~ for collection during the scheduled every other week collection, the City shall charge the resident fees as set forth in the Schedule of Fees for each additional bucket or part thereof.

~~B.~~D The City shall not collect bulk waste or building waste outside of the aforementioned time periods unless the occupant or owner of residential property served by the solid waste program requests a pickup of bulk waste or building waste. After such a request is made, the City shall pick up such bulk waste or building waste and shall charge the resident a pick-up fee as set forth in the Schedule of Fees per bucket of bulk waste, including the first bucket.

E. Appliances, as defined in § 21-204, shall not be collected as part of the every other week curbside collection program. Appliances shall be collected by the City upon request, under such rules and procedures as may be established by the Director of Public Works.

~~C.~~F. The City shall not collect bulk waste or building waste generated or created by any work performed by any contractor, subcontractor or other person for hire and/or bartering.

~~D.~~G. The City shall not collect any sod or shingles unless the resident who participates in the bulk waste collection program requests a pickup of such sod or shingles. After such a request is made, the City will pick up such sod or shingles and will charge the resident for the actual cost of the pickup and disposal of such material for anything beyond 35 pounds of material. The determination by the City of the weight of the material shall be final.

~~E.~~H. Per the Illinois Environmental Protection Agency (hereinafter "IEPA") rules, Illinois Clean Construction Act, the City shall not collect contaminated broken concrete, bricks, rock, stone, or reclaimed asphalt pavements. The City may collect clean construction or demolition debris (CCDD or clean CDD), including uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD. What constitutes "uncontaminated soil" for purposes of

CCDD and uncontaminated soil fill operations is defined in 35 Ill. Adm. Code 1100. 35 Ill. Adm. Code 1100 was last amended by the Illinois Pollution Control Board in its Final Opinion and Order dated August 23, 2012. These changes, which begin on page 6 of the Final Opinion and Order, became effective on August 27, 2012. For resources regarding general construction or demolition debris, please refer to the General CDD page. Uncontaminated materials listed in this section are subject to the refuse program fee outlined in the Schedule of Fees.

~~F.~~I. Notwithstanding any of the provisions contained herein, the City shall collect landscape waste and bulk waste from locations within the City designated as a National Historic Landmark, without charge, in accordance with rules and procedures adopted by the Department of Public Works.

~~G.~~J. Landlords and rental agencies not part of the City's refuse program who set out bulk and brush for collection by the City will receive a written letter of compliance to which they have seven days to comply or the Public Works Department will pick up the bulk and/or brush and bill the landlord or rental agency. Landlords and rental agencies will be charged for noncompliance with this section and charged a pick-up fee as set forth in the Schedule of Fees. Habitual offenders will be determined by the Director of Public Works and will have a stair-stepped penalty system in addition to a pick-up fee as set forth in the Schedule of Fees.

~~H.~~K. Landlords and rental agencies that are part of the City's refuse program who set out bulk and brush for collection by the City on their scheduled refuse pick-up day will be charged a pick-up fee set forth in the Schedule of Fees. Landlords and rental agencies that are a part of the City's refuse program who set out bulk waste or brush on their non-scheduled pick-up day will be charged a pick-up fee a outlined in the Schedule of Fees. Habitual offenders will be determined by the Director of Public Works and will have a stair-stepped penalty system in addition to a pick-up fee as set forth in the Schedule of Fees.

§ 21-401. [Ch. 21, Sec. 400.1] Preparation of refuse.

A. Garbage and applicable debris. All garbage and applicable debris shall be placed in approved refuse containers as that term is defined in § 21-204 of this chapter. ~~**[Ord. No. 2014-40]**~~

B. Brush not in approved refuse containers shall be cut in lengths not to exceed six feet in length and stacked neatly for collection. ~~**[Ord. No. 2012-59]**~~

C. Bulk waste shall be prepared so as not to be a hazard. Doors must be removed from refrigerators, and other large appliances. ~~**[Ord. No. 2012-59]**~~ prior to collection.

D. ~~Doors must be removed from refrigerators, and other large appliances that are taken to the Drop-Off Facility outlined in § 21-407.~~ ~~**[Ord. No. 2018-12].**~~

§ 21-407. [Ch. 21, Sec. 400.7] Drop-off facility.

A. The ~~occupant or owner~~ City’s Drop-Off Facility shall be closed annually from January 1 through March 31.

B. The Drop-Off Facility shall only accept yard waste and recyclable materials, as defined in this

Chapter, from occupants or owners of residential property served by the solid waste program. ~~may take~~

C. The Drop-Off Facility shall not accept garbage, appliances, bulk waste, or building waste ~~to the City's Drop-Off Facility at the southeast corner of East and Jackson Streets, providing that they meet all criteria outlined in § 21-401. The City shall not charge the occupant or owner of residential property served by the solid waste program for this service.~~

~~B. The City shall not allow any contractor, subcontractor or other person for hire and/or bartering to take appliances, bulk waste, or building waste to the City's Drop-Off Center at the southeast corner of East and Jackson Streets if the appliances, bulk waste, or building waste has been generated or created by any paid work performed by the contractor, subcontractor, or other person for hire and/or bartering.~~ ~~**[Ord. No. 2018-12]**~~

SCHEDULE OF FEES – EFFECTIVE JUNE 23, 2025

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law.
(Reference to the related Chapter-Section of the City Code is listed with the Fee)

BULK WASTE COLLECTION FEES (CHAPTER 21)

A. Bulk Waste Fee (Residents)	(21-307(B-C))
1. Residential First Bucket Fee:	No Charge~~$25.00/bucket~~
2. Residential Additional Bucket Fee:	$30.00/bucket

Regular Agenda Item No. 8.B.

For City Council: December 8, 2025

Ward Impacted: City Wide

Subject: Presentation of a Proactive Property Maintenance Enforcement Update, as requested by the Community Impact & Enhancement Department.

Recommended Motion: None; Presentation Only.

Strategic Plan:
Goal 5. Great Place - Livable, Sustainable City
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5e. More attractive city: commercial areas and neighborhoods

Background:

The Community Impact and Enhancement Department will soon implement a shift from a primarily complaint-driven property maintenance model to a proactive enforcement approach. This updated model will allow inspectors to address maintenance issues they observe in the field, supporting the City's broader revitalization goals and helping maintain clean, safe, and attractive neighborhoods. The proactive approach is intended to strengthen partnerships with residents and property owners, preserve property values, and reduce blight.

During the presentation, staff will provide an overview of the upcoming transition, outline key focus areas communicated to the public, and describe planned community outreach efforts to support compliance. The presenter will also provide an update on enforcement activity related to flag signs within the community.

Community Groups/Interested Persons Contacted:

Financial Impact: N/A

Attachments:

None