



**City of Bloomington
City Council
Regular Session
January 12, 2026**



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 residents.

Public Comment

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random.

Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

Consent Agenda

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

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

Regular Agenda

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

Mayor and Council

Mayor - Dan Brady

City Council Members

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

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

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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



City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
1/12/2026 - 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. **Presentation of Bloomington Police Officer Commission Certificates to Police Officers Brendan Bunch, Aaron Pavolka, Logan Kolat, and Bowen Benoit upon Completion of their Probationary Period, as requested by the Police Department.** (Recommended Motion: None; Presentation Only.)
 - B. **Proclamation Recognizing April 14th as Tamil Day, 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 November 17, 2025, Special 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 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - C. **Consideration and Action to Approve the Minutes of the December 8, 2025, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - D. **Consideration and Action on Approving Bills and Payroll in the Amount of \$16,179,056, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)

- E. **Consideration and Action on Approving Appointments and Reappointments to Boards and Commissions, as requested by the Administration Department.** (Recommended Motion: The proposed Appointments be approved.)
- F. **Consideration and Action on a Resolution Approving the Purchase of Ballistic Vests from Ray O'Herrons, Inc., for the Bloomington Police Department, in the Amount of \$55,185, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving an Intergovernmental Agreement with McLean County, for the Use of the Arena Kitchen, at \$150 per day, paid to the City of Bloomington, as requested by the Arts & Entertainment Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on an Ordinance Approving an Easement Across the Constitution Trail (PIN: 20-01-100-025) for Ameren to Support an Interconnection for a Solar Development on the Property Commonly Known as 2405 W. Washington Street (PIN: 20-01-100-031), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- I. **Consideration and Action on a Resolution Approving a Road Use Agreement with Copperleaf Solar, LLC, for Utilization of Bloomington Heights Road, in the Amount of \$25,000 (PIN: 20-01-100-031), as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 1326 Sherman Street, from the R-1C (Single-Family Residence) District to the R-3B (Multiple-Family Residence) District (PIN: 14-32-429-030), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- K. **Consideration and Action on a Resolution Amending the Settlement Authority Previously Authorized, for a Total Amount of \$43,624.80, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- L. **Consideration and Action on a Resolution Approving an Auto Liability Settlement Agreement with Claimant Joshua Zakery, in the Amount of \$50,407.70, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)

8. Regular Agenda

- A. **Consideration and Action on (1) an Ordinance Approving Text Amendments, Modifications, and Additions to Chapter 44 (Zoning Code) of the City of Bloomington City Code, relating to (1) Building Characteristics in the D-1 (Central Business) Zoning District, and (2) Permitted Encroachments in Public Rights-of-Way; and (2) an Ordinance Approving Text Amendments, Modifications, and Additions to Chapter 38 of the City of Bloomington, Illinois City Code (Streets, Sidewalks and Other Public Ways), Relating to Encroachment on Sidewalks, as requested by the Development Services**

Department. (Recommended Motion: The proposed Ordinances be approved.) (Presentation by Kelly Pfeifer, Director of Development Services, 3 minutes; and City Council Discussion, 5 minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

13. Adjournment

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



Recognition/Appointments Item No. 5.A.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Presentation of Bloomington Police Officer Commission Certificates to Police Officers Brendan Bunch, Aaron Pavolka, Logan Kolat, and Bowen Benoit upon Completion of their Probationary Period, as requested by the Police 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

Background: Recognizing the completion of the probationary period for Police Officers Brendan Bunch, Aaron Pavolka, Logan Kolat, and Bowen Benoit.

Community Groups/Interested Persons Contacted: NA

Financial Impact: NA

Attachments:

1. PD Cert_B. Benoit
2. PD Cert_B. Bunch
3. PD Cert_L. Kolat
4. PD Cert_A. Pavolka

City of Bloomington



Police Department

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Bowen K. Benoit

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the second of January, two thousand and twenty four.
As Evidence thereof, we set our hand and seal

Handwritten signature of Dan Brady in black ink.

Dan Brady
Mayor



Handwritten signature of Jamal A. Simington in black ink.

Jamal A. Simington
Chief

Handwritten signature of Jeffrey R. Jurgens in black ink.

Jeffrey R. Jurgens
City Manager

Handwritten signature of Leslie Vocum in black ink.

Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Brendan M. Bunch

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the twenty-nine of April, two thousand and twenty four.
As Evidence thereof, we set our hand and seal

Dan Brady
Mayor

Jamal A. Simington
Chief

Jeffrey R. Jurgens
City Manager



Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Logan W. Kolat

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the second of January, two thousand and twenty four.
As Evidence thereof, we set our hand and seal

Dan Brady
Mayor



Jamal A. Simington
Chief

Jeffrey R. Jurgens
City Manager

Leslie Forum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Aaron R. Pabolka

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the second of January, two thousand and twenty four.
As Evidence thereof, we set our hand and seal*

Dan Brady
Mayor



Jamal A. Simington
Chief

Jeffrey R. Jurgens
City Manager

Leslie Yorum
City Clerk



Recognition/Appointments Item No. 5.B.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Proclamation Recognizing April 14th as Tamil Day, as requested by the Administration Department.

Recommended Motion: None; Recognition Only

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The included Proclamation is a public statement that brings attention to factors that affect our community.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Tamil Language Proclamation 2026

Mayoral Proclamation

RECOGNIZING APRIL 14TH AS THE TAMIL DAY, JANUARY AS THE TAMIL HERITAGE MONTH & HONORING THE TAMIL LANGUAGE & TAMIL COMMUNITY MEMBERS

WHEREAS, Tamil language is the longest-surviving classical language in the world, with a traceable history exceeding 2600 years; and

WHEREAS, Tamil is an official language in India, Sri Lanka, and Singapore, as well as a minority language in Malaysia, South Africa, Mauritius, and Canada. The Tamil community is widespread, with about 100 million native speakers across the globe; and

WHEREAS, Bloomington Tamils have established a self-sustaining literacy model for the Tamil language through Tamil language school called Abdul Kalam Tamil Palli with 195+ children and 75+ adult volunteers, and national-level standards for Tamil education from 2015, completing 11 years in 2026; and

WHEREAS, The Tamil community of Bloomington, IL contributes to bilingual literacy, with Bloomington, IL by achieving high school credits and Seal of Biliteracy for the Tamil language in high schools; and

WHEREAS, Bloomington Tamils have made contributions to the social, economic, and cultural fabric of Bloomington, including promoting Tamil language, arts, culture, sports, education and heritage; and

WHEREAS, The Tamil community across the globe every year celebrates a four-day long Pongal Festival starting on the first day of the Tamil calendar Month, Thai which is the January month in the English Calendar; and

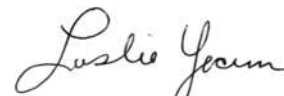
WHEREAS, The Tamil community across the globe every year celebrates Tamil new year, on the first day of the traditional Tamil calendar Chithirai which falls on April 14th in the English calendar; and

WHEREAS, Bloomington Tamils are committed to sharing their vibrant culture, richest traditions, and longstanding history with the people of Bloomington, IL by celebrating January as “Tamil Heritage Month” and by celebrating April 14th as the “Tamil Day”; and

NOW, THEREFORE, I, Dan Brady, Mayor of Bloomington Illinois, do proclaim January as Tamil Heritage Month, and April 14th as Tamil Day, and do call upon the people of Bloomington to join the Tamil community in recognizing and participating in this observance.



Dan Brady
Mayor



Leslie Yocum
City Clerk



Consent Agenda Item No. 7.A.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the November 17, 2025, Special 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 11-17-2025 City Council - Special Session - Minutes



**Minutes
City Council - Special Session (Council Retreat)
Monday, November 17, 2025 - 6:00 PM**

The City Council convened in special session for the Council Retreat in the Bloomington Public Library, Community Room 1 at 6:00 PM. Mayor Dan Brady called the meeting to order.

Roll Call

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

Absent: Council Member Michael Straza

The following staff and facilitators were present: (1) Jeff Jurgens, City Manager; (2) Billy Tyus, Sr. Deputy City Manager; (3) Sue McLaughlin, Deputy City Manager; (4) Amanda Stutsman, Deputy City Clerk; (5) Kelly Pfeifer, Development Services Department Director; (6) Cordaryl Patrick, Community Impact & Enhancement Department Director; (7) Jamal Simington, Chief of Police; (8) Mose Rickey, Public Works Department Director; (9) Brett Lueschen, Assistant Water Department Director; (10) Jim Karch, Engineering Department Director; (11) Scott Rathbun, Finance Department Director; (12) Corey Matheny, Chief of Fire; (13) Eric Veal, Parks & Recreation Department Director; and (14) Christina Schultz, Heartland Community College Business and Industry Solutions Department Director and Event Facilitator.

Public Comment

Lydia Ewonus emailed public comment. No in-person public comment was received.

Retreat Activities

Christina Schultz, Heartland Community College Business and Industry Solutions Department Director and Event Facilitator, introduced herself as the Moderator, welcomed Council and staff, and briefly discussed the plan for the evening.

City Manager Jeff Jurgens explained that the goal of the meeting was to work towards determining a new Strategic Plan.

Moderator Schultz facilitated the discussion of Council's initial thoughts on the City's priorities, which resulted in a focus on housing, infrastructure, economic vitality, and public safety.

City Manager Jurgens read the priorities from the 2023 Council Retreat strategic planning session, noting multiple items had made progress.

Moderator Schultz discussed the options of doing a few priorities on many strategies vs. many priorities on a few strategies.

Council and staff broke out into groups to define each priority and discuss core principles for each.

City Manager Jurgens added that, regardless of the priority category, fiscal discipline, quality of life, and community engagement using statistics and metrics would be incorporated into each priority category.

The groups presented the following:

Infrastructure (Water added) included complete an inventory of the current maintenance backlog, including deferred maintenance, to define the service level to set the backlog need, and then have staff recommend a minimum service level; determine a dollar amount for each project; have Council determine the minimum service level; and create a priority list.

Housing was defined as community revitalization, which included targeting resources, removing blighted homes, preserving existing housing (both single-family and rentals), rehabilitating properties, proactive code enforcement (including foreclosures and vacant properties), increasing affordability and sense of safety, and exploring shared sales tax options and educational opportunities.

Public Safety included continuing to strive for low crime; Police Department prevention solutions; expert health treatment by Fire and Police Departments; preparedness (readiness for all types of events/circumstances); trust in service quality, response time, fairness (regardless of status); and balanced access to resources, towline equipment, training, facilities, staffing and work-life balance. It was suggested that we look beyond Police and Fire to all aspects of community safety, such as increasing streetlights, engagement with neighborhood associations to assist with neighborly connections, and additional proactive approaches.

Economic Vitality/Development was defined as job growth, industrial growth, commercial growth, and residential growth. All of which could be encouraged by marketing and recruitment of data centers, sports complexes, and small business incubators, as well as by reinventing small and large spaces for them. Additional focus on business retention, safe zoning changes for parking requirements; create/increase a business district, childcare incentive investment, and adapting to retail changes. It was said that we should benchmark other cities to learn from them and share ideas and/or bring investments into the community, both regionally and nationally.

Moderator Schultz reminded Council that there should be a balance between the City's responsibility and residents' accountability.

City Manager Jurgens requested feedback on whether to continue with the current Strategic Plan or initiate a new one. In response, Council asked for time to thoroughly review the existing Strategic Plan and compare it with the proposed Priorities. They expressed a desire to hold a follow-up discussion before proceeding to the next step in the planning process, which would involve hiring a consultant. Additionally, Council Members showed interest in exploring methods for gathering community input.

Moderator Schultz emphasized the importance of developing healthy habits for regularly reviewing the Strategic Plan. She then outlined potential next steps including identifying both tangible and intangible success indicators for each Priority.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The meeting adjourned at 8:04 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the November 24, 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 11-24-2025 Council Minutes



**Minutes
City Council - Regular Session Meeting
Monday, November 24, 2025 - 6:00 PM**

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

Roll Call

Present: Council Member Jenna Kearns
Council Member Micheal Mosley, Remote 6:01 PM
Council Member Sheila Montney, Remote 6:01 PM
Council Member John Danenberger
Council Member Michael Straza
Council Member Cody Hendricks
Council Member Mollie Ward
Council Member Kent Lee
Council Member Abby Scott

Council Member Straza made a motion, seconded by Council Member Ward, to allow Council Member Mosley to attend remotely due to a work conflict and allow Council Member Montney to attend remotely due to illness.

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Council Members Mosley and Montney joined the meeting at 6:01 PM.

Public Comment

No Public Comment was received.

Consent Agenda

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

Item 6.A. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,313,496.87, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 6.B. Consideration and Action on Approving Appointments to Boards and Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 6.C. Consideration and Action on a Resolution Approving the Purchase of Golf Mowing Equipment, from Deere & Company, for Use at City Golf Courses, in an Amount Not to Exceed \$322,980.40, as requested by the Parks & Recreation Department. (Recommended Motion: The

proposed Resolution be approved.)

RESOLUTION NO. 2025 - 186

A RESOLUTION APPROVING THE PURCHASE OF GOLF MOWING EQUIPMENT, FROM DEERE & COMPANY, FOR USE AT CITY GOLF COURSES, IN AN AMOUNT NOT TO EXCEED \$322,980.40

Item 6.D. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase II Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$63,334.36, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 187

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 GENERAL RESURFACING - PHASE II PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$63,334.36

Item 6.E. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase I Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$47,612.89, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 188

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 GENERAL RESURFACING - PHASE I PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$47,612.89

Item 6.F. Consideration and Action on a Resolution Approving the Annual Regional Service Agreement with McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the Amount of \$54,000 for the MCRPC Fiscal Year of July 1, 2025, through June 30, 2026, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 189

A RESOLUTION APPROVING THE ANNUAL REGIONAL SERVICE AGREEMENT WITH MCLEAN COUNTY REGIONAL PLANNING COMMISSION (MCRPC) FOR REGIONAL PLANNING SERVICES, IN THE AMOUNT OF \$54,000 FOR THE MCRPC FISCAL YEAR OF JULY 1, 2025, THROUGH JUNE 30, 2026

Item 6.G. Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for the Design of Phase 5 of the East Street Basin Project, in the Amount of \$106,517, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 190

A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER & WOODMAN, INC., FOR THE DESIGN OF PHASE 5 OF THE EAST STREET BASIN PROJECT, IN THE AMOUNT OF \$106,517

Item 6.H. Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for Phase 1 Sanitary Sewer Hydraulic Modeling, in the Amount of \$85,000, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 191

A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER & WOODMAN, INC., FOR PHASE 1 SANITARY SEWER HYDRAULIC MODELING, IN THE AMOUNT OF \$85,000

Item 6.I. Consideration and Action on a Resolution Approving a Road Use Agreement with Washington Street Solar 1, LLC, for Utilization of Bloomington Heights Road, in the Amount of \$25,000, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 - 192

A RESOLUTION APPROVING A ROAD USE AGREEMENT WITH WASHINGTON STREET SOLAR 1, LLC, FOR UTILIZATION OF BLOOMINGTON HEIGHTS ROAD, IN THE AMOUNT OF \$25,000

Item 6.J. Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Tenth Addition (Part of PIN: 22-08-400-017), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 - 089

AN ORDINANCE APPROVING THE FINAL PLAT OF THE GROVE ON KICKAPOO CREEK TENTH ADDITION (PART OF PIN: 22-08-400-017)

Item 6.K. Consideration and Action to Approve the Local 362 Civilian Police Services Contract, 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, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion Carried.

Regular Agenda

The following item was presented:

Item 7.A. Consideration and Action on Approving the 2025 Tax Levy Estimate for the City of Bloomington, in the Amount of \$25,320,384, as requested by the Finance Department.

City Manager Jeff Jurgens presented background on the 2025 property tax levy estimate and the City's financial structure. He explained that the City's total assessed value was about \$2.4 billion the prior year and was projected to increase by roughly \$195 million to about \$2.6 billion after conservative adjustments by the Finance Department. He showed how a Bloomington property tax bill was divided among taxing bodies, noting that only about 11% of the total property tax dollar went to the City. He outlined the City's nine separate levies (e.g., pensions, fire protection, IMRF, Social Security), emphasizing that each levy produced dollars that could only be spent on its specific purpose, and that the total 2024 levy was approximately \$22.3 million. He highlighted key funds, starting with the Police Department. He then described similar dynamics for

the Fire Department, and moved on to the Parks Department. Finally, he reviewed the City's tax rate history, showing that it had generally declined from 1998 through 2004, rose around 2009, then stayed flat for several years before dropping sharply after 2022, amounting to a little over a 21% decrease in the rate from 1998 to the most recent year.

Finance Director Scott Rathbun reported that, despite new or expanded revenue sources such as online sales tax, cannabis, and streaming-related taxes, the City's total tax revenues from 2019 through the Fiscal Year ("FY") 2026 budget had grown at an annualized rate of only about 3%. He explained that when an estimated \$6 million was added to reflect the current uptick in online sales tax, the annualized growth rate increased but only by about 4%, which still trailed the roughly 5 - 6% annual increase in key costs such as parks, public safety, and IT/cybersecurity. He emphasized that this created a structural gap between the City's revenue growth and its inflation-driven expense growth.

City Manager Jurgens then presented in more detail the major cost drivers affecting the City's budget, noting sharp increases in electricity (up 66% or \$1.4 million), health insurance (up \$4 million), pensions (up \$4.8 million across all systems), and IT/software, including cybersecurity and public safety technology (up 103% or \$1.3 million since FY 2021). He also highlighted significant inflation in construction and equipment costs, including higher prices for sidewalks, asphalt, fire engines, ambulances, garbage trucks, and leaf vacuums. He compared peer communities, emphasizing that Bloomington did not have separate taxing districts for parks, transit, or entertainment venues and therefore maintains a comparatively favorable overall tax burden, despite providing those services directly with a relatively low levy. He then outlined three options for the 2025 property tax levy: Option 1, the staff recommendation, would increase the rate to approximately 0.95 (below the previous 0.99), generating about \$3 million in additional revenue to support police, fire, and parks; Option 2 would add another \$1 million primarily for pensions and bring the rate close to historical levels; and Option 3 would keep the rate flat at 0.90, still yielding about \$1.7 million more due to higher assessed values. He broke out what it would cost individual households acknowledging the burden and stressing the City's hard work and consideration to keep costs low. He described internal measures staff had already taken to manage the forecasted deficit including holding staffing flat, reducing positions through attrition (with notable cuts in Finance, Human Resources, and Parks), improving operational efficiencies, enhancing revenue generation at City venues, and seeking ways within Public Works to maximize infrastructure investment despite escalating project costs.

Council Member Montney reminded the community that the City's portion of the residents' property tax bill was a small portion of the City's overall budget. She noted payments to the Fire and Police pension funds and continued commitment to fully fund them. She then asked for a comparison of the annualized taxes vs. the budgeted amounts. Director Rathbun reiterated his calculations and clarified that the analysis included all tax revenues including those affected by State legislative changes such as streaming taxes, resulting in a 13.4% increase over last year.

Council Member Montney expressed disagreement with the proposal and asked if the total annualized amount of revenue from all current taxes exceeded the requested 3% tax increase. Director Rathbun did not believe so and further explained the calculations.

Council Member Scott expressed concern about what additional costs would mean for the City in the future. She noted that if the situation could be solved simply through different budgeting, the significant cuts already made would not have been necessary. She emphasized that deferring necessary costs would likely increase future expenses and, for that reason, she favored Option 1

for the tax levy.

Mayor Brady clarified with City Manager Jurgens that the total contributions from the General Fund to the Fire and Police Pensions would be \$4 million.

Council Member Ward made a motion, seconded by Council Member Danenberger, to approve the Item with Option 1 (Levy Amount of \$25.3 Million; Rate of 0.95%; for a Total Increase of 13.4%).

Mayor Brady directed the Clerk to call roll:

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

Nayes: Montney, Lee

Motion Carried.

The following item was presented:

Item 7.B. Consideration and Action on Approving the 2025 Tax Levy Estimate for the Bloomington Public Library, in the Amount of \$6,960,000, as requested by the Library Department.

Library Director Jeanne Hamilton, joined by Library Board President Catrina Parker, presented the 2025 tax levy estimate for the Bloomington Public Library. She explained that about 4% of each resident's property tax bill went to the Library, and that the Library relied heavily on property taxes, as it made up about 85% of their revenues. She explained that on the expense side, roughly 59% of costs were wages and benefits, 13% went to bond repayment for the recent expansion and renovation, and about 10% supported the Library's collection. Director Hamilton reported continued growth in use compared to the first half of the previous fiscal year and showed that Bloomington's library tax rate, cost per household, and cost per capita were lower than similarly sized libraries in nearby cities. She stated that the proposed levy was \$6.9 million, a cumulative 1.94% increase, which covered both operations and bond repayment, and that the Library Board chose to use capital reserves to reduce the bond levy component, so the overall proposal resulted in a lower tax rate than the prior year. She used a sample \$200,000 home (reassessed to \$215,600), and she estimated the change would equal about \$15.65 expense per month, emphasizing that one borrowed book per month would more than offset that cost for a typical property owner.

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

Mayor Brady directed the Clerk to call roll:

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

Nayes: Lee

Motion Carried.

City Manager Jurgens explained next steps of the approval process for the tax levies.

The following item was presented:

Item 7.C. Consideration and Action on an Ordinance to Amend Chapter 2 (Administration) of the City Code to Make the Special Commission for Safe Communities a Permanent

Commission, as requested by the Administration Department.

Dr. Scott Denton, former Chair of the Special Commission for Safe Communities, presented and endorsed the proposed Ordinance to convert the Special Commission into a permanent Commission. He stated that the proposed Ordinance and Exhibit A accurately reflected the Commission's prior recommendations and that the Commission had reviewed and supported the language, especially the charge to "*ensure the sustained success of the City's violence prevention strategies, with a continued focus on gun violence and violence prevention strategies.*" He described the Commission as a key "defense" complementing traditional "offense" systems such as police and the criminal justice system, and highlighted the broad, community-partner qualifications for membership. Dr. Denton noted that all current members wished to continue serving, and they recommended that the Commission move to meeting every other month rather than quarterly to maintain momentum.

Council Member Montney asked if making the Commission Countywide- based instead of City-based had been considered, as their work was impactful outside of City limits as well. Dr. Denton stated the proposed Ordinance allowed the Mayor to appoint people outside of the City.

Council Member Ward thanked the Commission members for their work over the past two years and noted that the Commission had fulfilled its original charge. She emphasized that gun violence and community safety were complex issues with no single solution and that a proactive approach was necessary. She stated that a permanent commission, composed of experts and community partners, could help implement the recommendations, as well as monitor and evaluate the City's progress over time, rather than treating the issue as something that could be resolved with a short-term fix. She welcomed as broad and inclusive a membership as possible, including participation from other local governments, but stressed that Bloomington had taken initiative even when other entities chose not to appoint members.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Mayor Brady thanked the Commissioners for their work and for their various services throughout Central Illinois.

ORDINANCE NO. 2025 - 090

AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION) OF THE CITY CODE TO MAKE THE SPECIAL COMMISSION FOR SAFE COMMUNITIES A PERMANENT COMMISSION

Council Member Mosley left the meeting (remotely) at 6:50 PM.

Finance Director's Report

Finance Director Rathbun presented the mid-year financial report, noting that overall, City revenues were performing better than budgeted. He cautioned that Personal Property Replacement Tax ("PPRT") revenues had fallen from prior highs and remained uncertain, and that capital and equipment costs, especially for building systems and major infrastructure, were coming in significantly over budget, which could require larger transfers from the General Fund. He

MINUTES

CITY COUNCIL - REGULAR SESSION MEETING

MONDAY, NOVEMBER 24, 2025, 6:00 PM

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reported that the General Fund began FY 2026 with about \$41 million in reserves, with \$13 million already committed to major Downtown projects, and that salaries and benefits appeared slightly high at mid-year. He reported on Enterprise Funds, explaining that water revenues were on track despite rate increases, and one large water project bid was about 40% over budget and under review. He stated that golf operations were performing very well, and arena operations, including the Bison tenancy, were trending positively.

Council Member Ward asked Director Rathbun to address a rumor circulating on social media that the City was only paying interest on the Arena. Director Rathbun explained that, under the current bond structure, the City paid interest twice a year, but the principal payment was made only once a year in June, so the December payment was interest only. He stated that about \$16 million in principal remains on the Arena bonds and noted that detailed schedules of remaining principal and interest payments, as well as the related budget line items, were included in the City's budget book.

City Manager's Discussion

City Manager Jurgens congratulated the Arts & Entertainment Department for setting a new gross sales record with the Teresa Caputo show at the Bloomington Center for Performing Arts (BCPA) and noted a successful Blippi children's show where staff member Cordaryl Patrick participated in costume. He highlighted employee community service efforts including the Police Department's "Pack the Cruiser" event that collected over 4,000 pounds of food for Midwest Food Bank and the inaugural City staff Thanksgiving food drive that collected over 1,000 pounds. He then reported a successful first pass through the City for leaf collection with staff currently completing a second round. He noted maps and updates of the pickup were available on the City's website. He also announced upcoming Downtown events including the annual Tree Lighting on December 5th, a First Friday event the same day, and Small Business Saturday on November 29th, encouraging Council and the public to visit and enjoy the decorated Downtown.

Council Member Discussion

Council Member Ward announced that World AIDS Day would be observed on December 1st and highlighted related programming at the Bloomington Public Library from December 1 - 5. She noted there would be a candlelight vigil on Monday the 1st and that the Library would host an exhibit of six panels of the AIDS Memorial Quilts and encouraged everyone to attend and recognize the individuals represented by the panels.

Council Member Lee wished everyone a Happy Thanksgiving and safe travels, noted his appreciation for the Bloomington community, and encouraged residents to reflect on what they were thankful for. He also reminded the community to support Small Business Saturday, emphasizing the importance of small businesses to the local economy.

Mayor's Discussion

Mayor Brady reported on recent and upcoming community activities including the 70th anniversary celebration for Lifelong Access, a Red Cross "Evening of Stars" event featuring Olympian Scott Hamilton, and the successful relocation of the Farmers' Market to the Arena. He thanked Council Member Lee and other local representatives for visiting to Bloomingdale, Illinois, to tour redevelopment and construction projects. He echoed Thanksgiving well-wishes, expressing appreciation for the Bloomington community, and wishing safe travels to all residents.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The meeting adjourned at 7:09 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



Consent Agenda Item No. 7.C.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the December 8, 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 12-08-2025 City Council Minutes



**Minutes
City Council - Regular Session Meeting
Monday, December 8, 2025 - 6:00 PM**

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

Roll Call

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

Recognition/Appointments

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

Mayor Brady recognized the following appointments: Nephele Delis and Valerie Wyatt, Citizens' Beautification Committee; and Treyce' Gaston-Spears and Rakshith Reddy ("Rocky") Venumuddala, Cultural Commission.

Public Comment

Mayor Brady read a public comment statement of procedure. Tom Kirk and Renee Nestler spoke in person. No emailed Public Comment was received.

Consent Agenda

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

Item 7.A. Consideration and Action to Approve the Minutes of the October 27, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve the Minutes of the November 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action on 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.)

RESOLUTION NO. 2025 - 193

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

Item 7.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.)

RESOLUTION NO. 2025 - 194

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

Item 7.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.)

ORDINANCE NO. 2025 - 091

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)

Item 7.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.)

ORDINANCE NO. 2025 - 092

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)

Item 7.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.)

ORDINANCE NO. 2025 - 093

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

Item 7.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.)

ORDINANCE NO. 2025 - 094

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

ORDINANCE NO. 2025 - 095

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

Item 7.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.)

ORDINANCE NO. 2025 - 096

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

Item 7.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.)

Item 7.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.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Amending 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.

Deputy City Manager Sue McLaughlin reviewed the proposed changes to bulk waste collection. She reminded Council that the topic had been discussed at the prior Committee of the Whole meeting and during 3-on-1 meetings. She noted that staff had observed heavy use of the Citizens Convenience Center (“CCC”) by contractors and landlords and emphasized that the objective of the CCC was to provide a service for residents. She pointed out that were still conducting weekly street-by-street curbside bulk pickup just at an additional cost and that both the

overall costs and the number of bucket pickups and loads had remained relatively flat since about 2014. She stressed that the data suggested that, while curbside bulk tonnage was steady, the extra tonnage at the CCC was effectively being subsidized by residents. She outlined the proposed changes starting January 1, 2026: return to free curbside pickup for one bucket, charge escalating fees for additional buckets, and close the CCC for the season. She stated that the changes would free up one full-time employee ("FTE") that could then be reassigned to street sweeping, a task the City had fallen behind on.

Council Member Straza and Public Works Director Mose Rickey discussed the intention behind the introduction of the CCC in 2018. Director Rickey explained that prior leadership believed the service would help keep the City clean/clear of bulk waste, but after evaluation, that had not been the outcome. Deputy City Manager McLaughlin added that the conclusion was that it had not significantly changed service levels or costs since crews were still having to provide call-outs for curbside bulk collection.

Council Member Montney questioned the proposal by revisiting the 2018 decision to create the CCC, noting that staff at that time had promised efficiencies and reserve fund rebuilding, including an explicit commitment that staff should be held accountable if those efficiencies did not materialize. She pointed out that the current rationale, addressing contractor and landlord abuse, was essentially the same hypothesis used in 2018, and expressed concern that Council was being asked to approve a major change without rigorous financial analysis of the overall solid waste operation. She highlighted that solid waste costs and resident fees had risen significantly including trash cart revenues. She did not oppose the change, but stressed that initiatives should come forward with robust cost analysis and a clearer explanation of the equity and financial impacts on residents.

Council Member Mosley expressed support, but urged staff to frame the discussion in terms of cost avoidance and long-term expense reduction rather than simple revenue or cost to the City. He asked that future analyses show how reallocating resources, such as using staff for street sweeping, could prevent higher infrastructure and maintenance costs over time. He also stressed the need for a clear strategy to hold landlords and contractors accountable for improper use of bulk services, arguing that their behavior should be addressed directly rather than changing/diminishing services that could be more efficient and beneficial for the broader public.

Council Member Ward was supportive of returning to curbside bulk pickup. She questioned why the bucket fee structure had not been updated since 2009 and expressed concern that the proposed \$100-per-bucket charge for homeowners using contractors might undercut the incentive to use dumpsters. She asked how staff could distinguish between homeowner and contractor work and sought clarification on disposal options for renters whose landlords were not in the City's refuse system. Coleen Winterland, Asst. Public Works Director, explained that it was difficult for staff to know when a contractor, rather than a homeowner, generated bulk waste unless workers actually saw the contractor on site. She clarified that the \$100 charge is per bucket, not per pile, noting that a single dumpster could hold multiple bucket-equivalents (for example, several couches), which made dumpsters more cost-effective. Council Member Ward suggested that building permit procedures be cleaned up. She then discussed options for renters to dispose of bulk waste with Asst. Director Winterland.

Council Member Ward made a motion, seconded by Council Member Hendricks, to approve the Item as amended to add Section 2, renumbering the rest of the Ordinance, to direct staff to develop a plan for monitoring and evaluating expectations of the Bulk Pickup

Program.

Council Member Hendricks supported the amendment and pointed out that the CCC also created an equity issue, since many residents, especially those without trucks, seniors, and people with disabilities, could not easily use it. He mentioned problems with items sitting at the curb should be solved through better operations, not by limiting service. He further supported the change as he frequently heard demands for regular curbside bulk pickup by his constituents.

Council Member Montney questioned the need to formally direct staff to monitor the Program, saying that kind of evaluation should be standard practice. She added that many residents had told her they value the CCC and suggested the City could keep both the CCC and curbside bulk pickup so long as it was closely analyzed and managed.

City Manager Jurgens explained that in 2018, the City had not consistently tracked the data needed to fully evaluate the CCC decision, but that staff were now collecting and monitoring this information and already intended to set metrics and review performance. He said staff had no objection to the amendment because it aligned with their plans. He also noted that, due to future East Street Basin development, the CCC site would eventually need to be relocated for yard waste rather than for bulk waste. He emphasized that if Council approved the change, staff would monitor the new Program and report back on options including any possibility of reintroducing a similar service later.

Council Member Mosely and Deputy City Manager McLaughlin discussed marketing and communications to residents regarding the changes.

Council Member Montney and Director Rickey discussed how the curbside model better served a broader range of residents, because many could not easily use the CCC. Director Rickey and Asst. Director Winterland explained how the FTE would be relocated to the street sweeper team, which was under the same classification of work.

Council Member Ward reiterated the intent of her motion was to hold the City accountable to have a regular process of monitoring and evaluating the proposed Program.

Mayor Brady directed the Clerk to call roll:

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

Nayes: Montney

Motion Carried.

ORDINANCE NO. 2025 - 097

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

The following Item was presented:

Item 8.B. Presentation of a Proactive Property Maintenance Enforcement Update, as requested by the Community Impact & Enhancement Department.

City Manager Jurgens introduced the Item explaining it was not an ordinance, but an update to move to a more proactive Code Enforcement Program. He asked Community Impact & Enhancement Director Cordaryl Patrick to present and requested that he also briefly update Council on video gaming signage enforcement before taking questions.

Director Patrick explained that the City was moving from a complaint-based model to a proactive property maintenance enforcement model, which would result in better quality of life, housing conditions, and property values. He shared that inspectors would actively patrol assigned Wards, talk directly with owners to seek voluntary compliance, and issue compliance letters with a correction period rather than as tickets. He reviewed common violations such as trash and debris, visible carts, overgrown vegetation, inoperable cars, parking on grass, improperly placed RVs, and broken windows. He outlined the current processes, which included an inspection, compliance letter, re-inspection, and referral to Legal if there was no action. He noted that, aside from high-grass mowing, the City lacked a general abatement program, adding that staff were working on a future “phase two” that would allow the City to abate more types of chronic violations.

Council Member Lee noted a noise complaint he had received from a constituent and asked how that would be factored into the model. Director Patrick explained his department did not enforce all City codes and that the model specifically focused on property maintenance enforcement. He recommended speaking with the Police Chief on that particular matter.

He moved on to provide an update on video gaming establishments and reported early progress in enforcing flag/feather sign rules.

Council Member Hendricks asked whether, alongside stricter property maintenance enforcement, the City could also provide support resources for low-income, elderly, or otherwise struggling residents who might not have the means to fix maintenance problems on their properties. Director Patrick stated that staff were compiling a list of community resources including possible grants and non-profit help that inspectors would carry and share with residents.

Council Member Scott and Director Patrick discuss how staff become aware of various violations. They then discussed the Program's metrics including the number of violations that were being tracked and monitored.

Council Member Kearns supported residential property maintenance enforcement and asked about a plan for commercial properties. Director Patrick clarified that the Program was intended for both residential and commercial properties. They then discussed staff continuing to participate in community walks and events to foster relationships, engagement, and education.

Council Member Ward asked what the average length of legal action was once someone failed to comply with a violation. Director Patrick reported that the timeline depended on a variety of factors, but generally was no more than 60 days. He shared that Department leadership were currently re-training inspectors to be more relationship-focused and pushing them to speak with property managers/residents before sending compliance letters. They then briefly discussed Administrative Court. Council Member Ward noted that absentee property owners were a major source of frustration in her neighborhoods. She supported developing an Abatement Program, asking that staff return to Council with what would be needed to put such a Program in place.

City Manager's Discussion

City Manager Jurgens gave a brief report highlighting several Downtown updates. He promoted upcoming holiday events across the City and reminded Council and the public of the next Council meeting in December, and that there would be no December Committee of the Whole.

Council Member Discussion

Council Member Lee thanked Public Works crews for their diligent work clearing snow.

Council Member Hendricks reported that the recent Downtown tree lighting was well attended and part of a very successful weekend for Downtown.

Council Member Ward shared that she enjoyed participating in Saturday's parade.

Council Member Straza said he, too, enjoyed walking in the recent parade with Council Member Ward and appreciated the good weather. He thanked City staff for their snow-response work, noting they had responded quickly to resident requests.

Council Member Danenberger echoed appreciation for staff's work during the recent snowstorm and reminded the community that, following the weather disruption to Small Business Saturday, local small businesses especially needed community support the coming weekend.

Council Member Montney thanked the Mayor for the recent event he held for Board and Commission members, noting many expressed appreciation.

Mayor's Discussion

Mayor Brady echoed appreciation for Downtown businesses coping with Streetscape construction and urged the community to support them during this "pain" phase of the project. He briefly recapped recent City events, and then discussed his snowplow ride-along during the recent storm, praising Public Works staff and noting how challenging and sometimes unsafe driver behavior around plows could be. He closed by offering holiday wishes - Merry Christmas, Happy New Year, and happy holidays.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

The meeting adjourned at 7:20 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.D.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$16,179,056, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$16,179,056 (Payroll total \$7,225,516.16, Accounts Payable total \$7,192,750.91, Bank Transfers total \$1,441,832.88, and Procurement Card Purchase total \$318,956.05).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/12/2025	\$ 2,910,637.09	\$ 650,692.39	\$ 3,561,329.48
12/26/2025	\$ 2,828,007.88	\$ 649,264.91	\$ 3,477,272.79
Off Cycle Adjustments	\$ 177,005.93	\$ 9,907.96	\$ 186,913.89
PAYROLL TOTAL			\$ 7,225,516.16

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/12/2026	AP General	\$ 6,007,853.17
1/12/2026	AP JMScott	\$ -
1/12/2026	AP Comm Devel	\$ 51,617.04
1/12/2026	AP IHDA	\$ 174.00
1/12/2026	AP Library	\$ 84,871.26
1/12/2026	AP MFT	\$ 52,600.62
11/20/2025-12/04/2025	Out of Cycle AP	\$ 995,634.82
11/05/2025-01/06/2026	AP Bank Transfers	\$ 1,441,832.88
AP TOTAL		\$ 8,634,583.79

PCARDS

10/02/2025-11/03/2025	\$ 178,423.48
11/04/2025-12/01/2025	\$ 140,532.57
PCARD TOTAL	
	\$ 318,956.05

GRAND TOTAL	\$ 16,179,056.00
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance

WELCOMING AMERICA COMMISSION:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Welcoming America Commission	Chair	Jishnuram	Nair	4/30/2026	3/10/2025	2025	true
Active	Welcoming America Commission	Commissioner	Adinda	Akmal	4/30/2027	1/24/2024	2024	true
Active	Welcoming America Commission	Commissioner	Surinder	Sethi	4/30/2027	1/24/2024	2024	true
Active	Welcoming America Commission	Commissioner	Kyle	Kapper	4/30/2028	2/24/2025	2025	true
Active	Welcoming America Commission	Commissioner	Courtney	Eddleman	4/30/2028	4/14/2025	2025	true
Vacant	Welcoming America Commission	Commissioner						
Vacant	Welcoming America Commission	Commissioner						



Consent Agenda Item No. 7.F.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Ballistic Vests from Ray O'Herrons, Inc., for the Bloomington Police Department, in the Amount of \$55,185, 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 1a. Budget with adequate resources to support defined services and level of services

Background: The Police Department has worked with Ray O'Herron Co, Inc. ("O'Herron"), to supply ballistic vests for the department as they have always provided responsive customer service, on-site fitting of vests, and have a history of providing quality products that are critical for protective wear. Given O'Herron's location and expertise, they can provide quick and responsive service should the equipment need repair or replacement. Police staff feel it is critical to work with a vendor that has a proven history of responsiveness, proximity, and a supplier of reliable, quality protective equipment.

As a ballistic vest expires or loses its integrity, it must be replaced as the vests only maintain their ability to perform at the expected level for five (5) years. O'Herron and Armor Express are able to provide quality ballistic vests that provide for a high level of safety and the protection necessary for the SWAT officers, based on prior research, industry standards, and experience.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase the Ballistic Vests for the Police Department for \$55,185.00 from Ray O'Herron. The purchase will be sourced from the Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 230.

Attachments:

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

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE PURCHASE OF BALLISTIC VESTS FROM RAY O'HERRONS, INC., FOR THE BLOOMINGTON POLICE DEPARTMENT, IN THE AMOUNT OF \$55,185

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of police ballistic vests from Ray O'Herrons, Inc., for the Bloomington Police Department, in the amount of \$55,185; and

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

WHEREAS, Ray O' Herron's is the nearest dealer to the Police Department; and

WHEREAS, the Police Department researched and tested the functionality and durability; and

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

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

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

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

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

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



3549 N Vermilion St
 Danville, IL 61832
 www.oherron.com
 rayoherron@oherron.com
 1-800-223-2097

Quote

Quote # 3235132
 Customer No: 00-61702PD
 Date:3/9/2025

BILL TO:
 BLOOMINGTON POLICE DEPARTMENT
 305 S EAST ST
 BLOOMINGTON, IL 61701

SHIP TO:
 BLOOMINGTON POLICE DEPT
 305 S EAST ST
 ATTN: LT RICK BEOLETTO
 BLOOMINGTON, IL 61701

BADGE NO:	PAYMENT TERMS:	ORDERED BY:	ORDER COMMENT:	
	NET 30 DAYS	LT RICK BEOLETTO		
ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
	RMO			
*****SHIPPING CHARGES APPLY*****				
*RESMRG516-M1	RAVEN 2.0 MOLLE TACTICAL CAR RAVEN 2.0 TACTICAL CARRIER WITH ICE BAV PANELS - 516-M1 - RANGER GREEN - SIZES XS-4XL	15.00	440.00	6,600.00
RESRZRXT3A	RAVEN 2.0 (MBAV) BALLISTICS - RAVEN 2.0 (MBAV) BALLISTICS - RAZOR XT LEVEL IIIA	15.00	1,025.00	15,375.00
PLTUBIRZRXT3A	UBI DYNAMIC CUMMERBUND - BALLI UBI DYNAMIC CUMMERBUND - BALLISTIC INSERTS (SET OF 2) - RAZOR XT LEVEL IIIA	15.00	400.00	6,000.00
PLTCR6010SC1012	SURGE III+ PLATE - 10X12 - LEV SURGE III+ ICW PLATE - 10X12 - LEVEL III+ ICW - MULTI CURVE - SHOOTERS CUT	30.00	625.00	18,750.00
IDPLCRGRAV20M	ID PLACARD RAVEN 2.0 SET OF 2	15.00	25.00	375.00
TSPUPGRG	UPGRADED ASP (UASP) SHOULDER P UPGRADED ASP (UASP) SHOULDER PAD SYSTEM CARRIER WITH 3D FOAM SURFACE - RANGER GREEN	15.00	60.00	900.00
SLINGCATCH	SLING CATCH, (1) ONLY, BLACK *OPTIONAL*	15.00	12.00	180.00
*RESMKGFLRG6M1	KANGAROO/PERAFLEX CHEST RACK KANGAROO FLAP CHEST RACK - MOLLE - 516-M1 - RANGER GREEN - SIZES XS-SM OR MD-4XL - FITS RAVEN 2.0, AETOS AND 519	15.00	68.00	1,020.00
TACKPM4DMAGR	PERAFLEX POUCH - M16/M4 DOUBLE PERAFLEX POUCH - M16/M4 DOUBLE MAG - RANGER GREEN	15.00	90.00	1,350.00
RESBKPKRG516	RAVEN 2.0 MULE BACKPACK RG GRN	15.00	250.00	3,750.00
*UNICMBSTFINS	USI UNIVERSAL CUMMERBUND STIFF USI UNIVERSAL CUMMERBUND STIFFENER INSERT - (SET OF 2) - XS-4XL	15.00	30.00	450.00

Quote

BILL TO:
BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

SHIP TO:
BLOOMINGTON POLICE DEPT
305 S EAST ST
ATTN: LT RICK BEOLETTO
BLOOMINGTON, IL 61701

Quote # 3235132
Customer No: 00-61702PD
Date: 3/9/2025

ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
RESRPLRG516	RAVEN 2.0 REMOVABLE LOOP MOLLE RAVEN 2.0 REMOVABLE LOOP MOLLE PLATFORM - RANGER GREEN - SIZES XS-SM OR MD-4XL	4.00	75.00	300.00
IDPLCRG-2X4	ID PLACARD - 2X4 - RG	15.00	9.00	135.00

----- BODY ARMOR & CARRIERS ARE CUSTOM -----
 AFTER 24 HRS NO CHANGES OR CANCELLATIONS CAN BE ACCEPTED

 ANY ALTERATION REQUEST MUST BE RECEIVED WITHIN 30 DAYS
 OF THE INVOICE DATE

 ALL CHARGES ARE THE RESPONSIBILITY OF THE CUSTOMER

Sales Tax: 0.00
Quote Total: 55,185.00

THIS IS NOT AN INVOICE. ADDITIONAL SHIPPING CHARGES MAY APPLY.
 Quoted prices are good until 30 days from date of quote or until otherwise noted.
 If you have questions or are ready to place an order please email orders@oherron.com
 or call 1-800-223-2097

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Ray O'Herron Co Inc #81

Amount: \$55,185.00

Date: 06/13/2025

Description of item/services: Purchase of ballistic vest replacements.

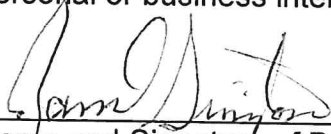
Justification:

As a ballistic vest expires or loses its integrity, it must be replaced as the vests only maintain their ability to perform at the expected level for five (5) years. Ray O'Herron Co Inc (OHERRON) and Armor Express are able to provide quality ballistic vests that provide for a high level of safety and the protection necessary for the SWAT officers based on prior research and industry standards and experience.

The Police Department has worked with OHERRON to supply ballistic vests for the department as they have always provided responsive customer service, on-site fitting of vests, and have a history for providing quality products that is critical with protective wear. Given O'HERRON's location and expertise they can provide quick and responsive service should the equipment need repair or replacement. Police Staff feel it is critical to work with a vendor that has a proven history of responsiveness, proximity and supplier of reliable, quality protective equipment.

Currently, 15 SWAT officers' vests are scheduled for replacement.

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



(Name and Signature of Department Director or Designee)

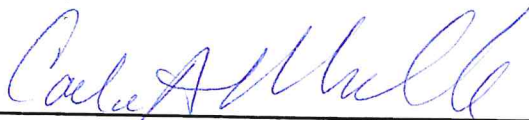
12/19/2025

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

1/7/2026

Date



Consent Agenda Item No. 7.G.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Intergovernmental Agreement with McLean County, for the Use of the Arena Kitchen, at \$150 per day, paid to the City of Bloomington, as requested by the Arts & Entertainment 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: Arena and McLean County agreeing to allow the County to use the Arena kitchen for \$150/day. The nursing home will be undergoing a major renovation and will need to use the Arena kitchen space while the project is ongoing.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the City will enter into an Intergovernmental Agreement with McLean County, for the Use of the Arena Kitchen, at \$150 per day, paid to the City of Bloomington. This will be recorded in the Arena-Property/Facility Rental account (57107120-54430). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 193.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY, FOR THE USE OF THE ARENA KITCHEN, AT \$150 PER DAY, PAID TO THE CITY OF BLOOMINGTON

WHEREAS, subject to the provisions of the City Code, City staff are recommending an intergovernmental agreement with McLean County be approved for the use of the arena kitchen, at \$150 per day, paid to the City of Bloomington (“Exhibit A”); and

WHEREAS, the City of Bloomington (“City”) is partnering with McLean County to permit them to rent the kitchen area at the Arena while their nursing home undergoes a major renovation; and

WHEREAS, the McLean County will pay the City \$150 per day for the use of the space; and

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

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

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

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

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF MCLEAN AND THE CITY OF BLOOMINGTON
FOR THE TEMPORARY USE OF KITCHEN FACILITIES**

This Temporary Use Agreement (IGA) is entered into this ____ day of _____, 2025, by and between the County of McLean, Illinois, (County) and the City of Bloomington, Illinois (City).

WHEREAS, The County and the City are units of local government empowered under Article VII, Section 10, of the Illinois Constitution of 1970 to contract or otherwise share services; and

WHEREAS, the kitchen facilities in the County Nursing Home will be rendered temporarily unusable for a period of time due to a renovation project which is currently underway; and

WHEREAS, the County anticipates that the nursing home kitchen facilities will be out of service for a period of approximately 200 days beginning on February 1, 2026; and

WHEREAS, during such time, the County desires to use the kitchen facilities located at the City-owned Grossinger Motors Arena (Arena), located at 101 S. Madison Street, in Bloomington, Illinois, for food preparation for nursing home residents; and

WHEREAS, the City is willing to allow such temporary use of the Arena kitchen facilities, subject to the good and valuable consideration as stated herein;

NOW, THEREFORE, the County and the City agree as follows:

1. Temporary Use Term

The City grants the County permission to use the kitchen facilities within the Arena for food preparation in support of County Nursing Home operations beginning on February 1, 2026, and continuing through August 20, 2026 (the Term). Through the course of the Term, the County's nursing home staff shall be permitted to access and use the kitchen facilities within the Arena on a daily basis during the hours of 5:30 AM through 6:30 PM.

2. Compensation

In exchange for the County's use of the City's kitchen facilities, the County shall provide compensation to the City in the amount of one-hundred and fifty dollars (\$150) per day. The total amount to be paid by the County to the City shall not exceed thirty-thousand dollars (\$30,000).

The County shall make payment to the City monthly.

3. Limitation of Liability

The County agrees to:

- a) Waive any claims against the City, its officers, employees, and/or agents arising out of or related to the County's use of the Arena kitchen facilities; and
- b) Assume responsibility for any injuries to persons, or damage to property, which may occur as a result of the County's use of the Arena kitchen facilities; and
- c) Indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, liabilities, losses, and expenses arising out of or related to the County's use of the Arena kitchen facilities.

4. Compliance with Laws and Regulations

The County agrees to comply with all applicable federal, state, and local laws, regulations, and health and safety codes relating to its use of the Arena kitchen facilities.

5. Termination

This IGA shall automatically terminate upon the expiration of the Term, or upon the date which the Nursing Home kitchen is restored to operational condition, whichever occurs first. Alternatively, either party may terminate this IGA at any time upon providing the other party with 30 days' written notice of intent to terminate.

6. Entire Agreement

This IGA constitutes the entire agreement between the parties and may only be amended in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this IGA as of first date written above.

COUNTY OF MCLEAN

CITY OF BLOOMINGTON

By: Elizabeth Johnston

By: _____

Name: Elizabeth Johnston

Name: _____

Title: Chair, Mclean Co. Board

Title: _____



Consent Agenda Item No. 7.H.

For City Council: January 12, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on an Ordinance Approving an Easement Across the Constitution Trail (PIN: 20-01-100-025) for Ameren to Support an Interconnection for a Solar Development on the Property Commonly Known as 2405 W. Washington Street (PIN: 20-01-100-031), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

Background: Cultivate Power, a Solar Developer, is pursuing a project on the property at 2405 W. Washington St., (Copperleaf Solar, LLC is the subdeveloper) on the south side of the Constitution Trail. To allow the installation of necessary electrical infrastructure that will feed the power generated from the solar facility to the grid, via a substation on the north side of the Trail, Ameren requires an easement from the City. The proposed Easement has been vetted by Ameren already. The Developer has also agreed to financially compensate the City for the loss of City trees that will result from installation of the infrastructure; that agreement is also approved by the proposed Ordinance. City staff have no objection to the Easement or Agreement.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Electric Easement Ameren COB
3. Ordinance - Exhibit A.1 - Easement Exhibit A
4. Ordinance - Exhibit B - Agreement

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING AN EASEMENT ACROSS THE CONSTITUTION TRAIL (PIN: 20-01-100-025) FOR AMEREN TO SUPPORT AN INTERCONNECTION FOR A SOLAR DEVELOPMENT ON THE PROPERTY COMMONLY KNOWN AS 2405 W. WASHINGTON STREET (PIN: 20-01-100-031)

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

WHEREAS, the Ameren Illinois Company (“AMEREN”) is the owner and operator of electrical and communications lines and facilities on the property commonly known as 2259 W. Washington Street (“RECEIVING PROPERTY”); and

WHEREAS, a renewable energy company, Cultivate Power (“COMPANY”), holds a lease interest in the property commonly known as 2405 W. Washington Street (“SENDING PROPERTY”) and desires to locate a Community-Scale Solar Energy Conversion Facility (“PROJECT”) there; and

WHEREAS, during the planning phase for the PROJECT, it was determined that transmitting the generated capacity from the SENDING PROPERTY to the RECEIVING PROPERTY would require an Electric Line Overhang Easement (“EASEMENT”), attached hereto as Exhibit A, over a portion of The Constitution Trail (“TRAIL”) owned by the CITY; and

WHEREAS, the CITY does not object to AMEREN’s installation and ongoing maintenance of overhead Electric Lines to facilitate development of the PROJECT by the COMPANY; and

WHEREAS, the COMPANY has agreed to compensate the CITY for the loss of CITY trees that will result from the PROJECT, as outlined in the Agreement attached as Exhibit B (“AGREEMENT”); and

WHEREAS, the City Council finds it in the best interest of the City to approve the aforesaid EASEMENT and COMPENSATION AGREEMENTS; and

WHEREAS, the City Council wishes to authorize the City Manager to approve and accept said AGREEMENTS.

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

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

SECTION 2. The EASEMENT AGREEMENT with AMEREN for installation, maintenance, and removal of utilities, attached as Exhibit A, is hereby approved, and the City Manager is authorized to execute the same.

SECTION 3. The City Manager is hereby authorized to execute the AGREEMENT for financial compensation of the loss of CITY trees, attached as Exhibit B, subject to minor modifications and technical corrections.

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 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

REMS INFORMATION

Agreement ID: AIC-202510-61019

Project ID: 80246

EASEMENT

(Electric)

CONSTITUTION TRAIL (north of 2335 W. Washington St., Bloomington, IL 61705) PIN No. 20-01-100-025

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2026, that **CITY OF BLOOMINGTON, a Municipal Corporation**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 1, Township 23 North, Range 1 East, of the 3rd Principal Meridian, in McLean County, State of Illinois, to-wit:

PROPERTY DESCRIPTION:

All that certain property of Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Peoria and Eastern (a.k.a. the Pekin Secondary) and identified as Line Code 8561 in the Recorder's Office of McLean County, Illinois, in Document No. 77 9961, situate in the City of Bloomington, the Townships of Bloomington and Dale, County of McLean and State of Illinois, being a part of Sections 15, 16, 9, 4, 5 and 6, Township 23 North, Range 2 East, and Sections 1 and 2, Township 23 North, Range 1 East, all as indicated by "PS" on Grantor's Case Plan No. 70405, sheets 1 through 5, dated February 1, 1994, which is attached hereto and made a party hereof, hereinafter referred as "Premises" and generally described as follows:

Beginning at approximately Railroad Mile Post 78.3, being the westerly right of way line of the now or former Illinois Central Railroad, in the Township of Bloomington, as indicated on sheet 1 of 5 of aforesaid Case Plan; thence extending in a general northwesterly direction, passing through the City of Bloomington, to approximately Railroad Mile Post 83.8, being the southerly

right of way line of State Route No. 9, in the Township of Dale, the place of ending, as indicated on sheet 5 of 5 of aforesaid Case Plan, containing 53.2 acres, more or less, of land.

EASEMENT DESCRIPTION:

A 30 foot strip of land of even width. The centerline of said easement strip shall be determined by the longitudinal centerline of said electric facilities as installed on the above described property. Also See Exhibit A.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF BLOOMINGTON

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires _____

Notary Public

Affix Notary Stamp Below

Prepared By: Jason Zumwalt

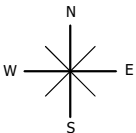
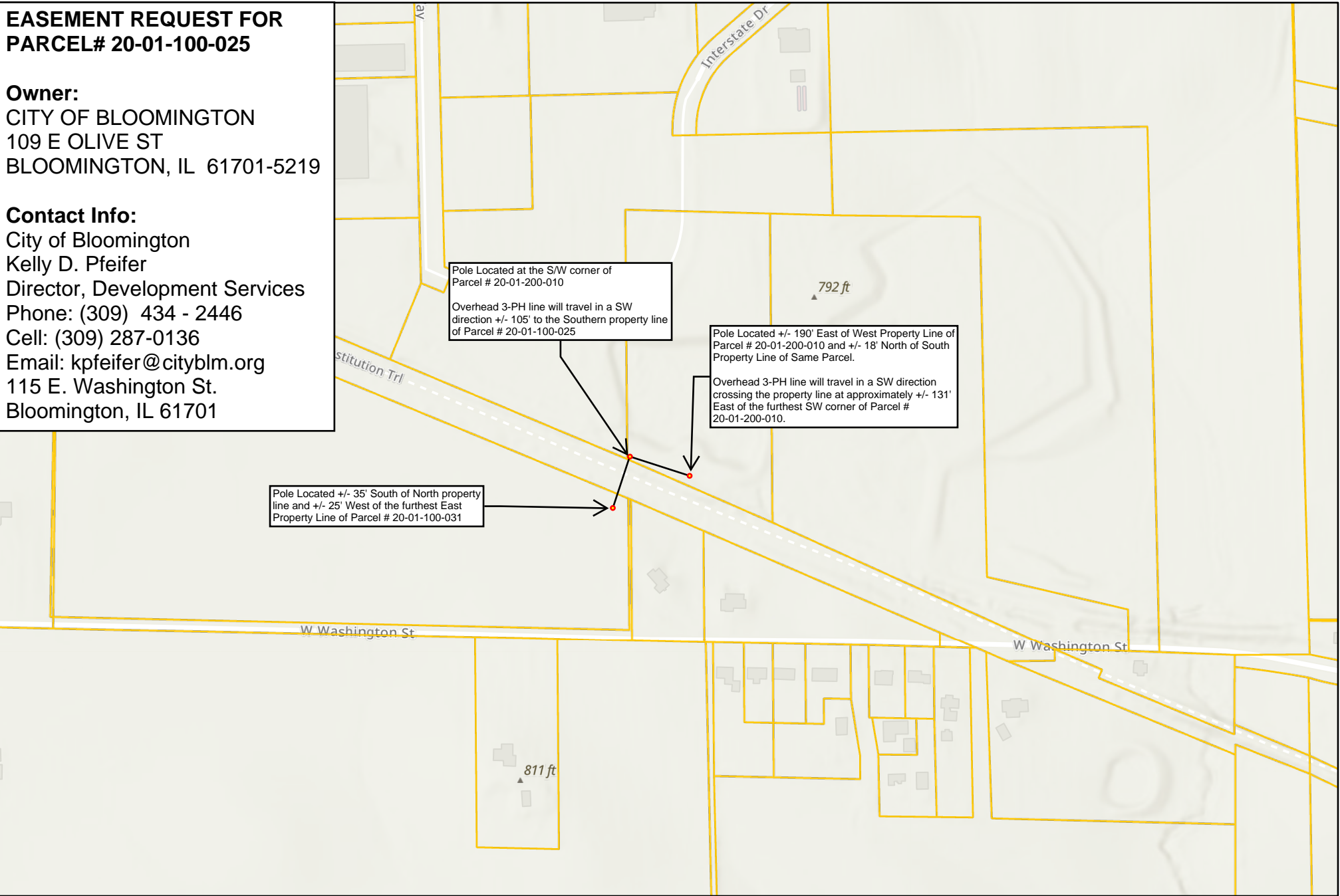
Return To: Ameren Illinois, 1112 West Anthony Drive,
Urbana, IL 61802

JJZ
WR#:
Facility Name:
PIN No. 20-01-100-025
01/05/2026

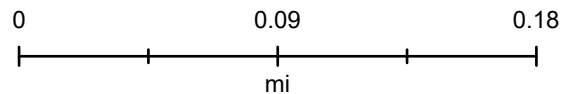
**EASEMENT REQUEST FOR
PARCEL# 20-01-100-025**

Owner:
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

Contact Info:
City of Bloomington
Kelly D. Pfeifer
Director, Development Services
Phone: (309) 434 - 2446
Cell: (309) 287-0136
Email: kpfeifer@cityblm.org
115 E. Washington St.
Bloomington, IL 61701



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 = 463 feet

TREE REMOVAL AND EASEMENT ACCESS AGREEMENT

This Tree Removal and Easement Access Agreement (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between the City of Bloomington, Illinois, a municipal corporation (“City”), and Copperleaf Solar, LLC, a Delaware limited liability company (“Developer”). The City and the Developer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Developer is engaged in the installation of a solar power project; and

WHEREAS, the project requires the installation of power lines necessary to connect the project to the power grid; and

WHEREAS, the most practical and efficient placement of the required power lines requires crossing the Constitution Trail; and

WHEREAS, the installation will require the permanent removal of four (4) trees, and the Developer is willing to pay, and the City is willing to accept, compensation to be used to replace the removed trees elsewhere within the City;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to allow the Developer to cut down and remove four (4) trees located on property owned by the City in order to install a power line across at or near the property located at 2405 W. Washington St., in an easement area along the Constitution Trail and, as depicted in the easement plans attached hereto.

2. Easement Plans

The location of the easement area shown on the easement plans attached hereto as Exhibit A (“Easement Plans”). The Easement Plans are incorporated into this Agreement by this reference. The four (4) trees to be removed are limited to trees adjacent to the proposed power lines for which removal is required to install the lines and/or poles to support the lines.

3. Payment

In consideration for the rights granted under this Agreement, the Developer shall pay the City a total sum of Five Thousand Dollars (\$5,000.00), said payment to be made prior to removal of any trees, and in no event less than 120 days of the Effective Date of this Agreement, unless otherwise agreed to in writing by the Parties.

4. Tree Removal

The necessary work requires the removal of various vegetation including four (4) mature trees. The Developer has identified the trees to be removed, and the City hereby authorizes the Developer to cut down and remove the four mature (4) trees, subject to the following:

- a. All work shall be performed in a workmanlike manner and in compliance with all applicable laws, regulations, and City requirements.

- b. Developer shall not remove any tress not previously authorized by the City.
- c. The Developer shall be responsible for all costs associated with the tree removal and installation of the power line.

5. No Additional Rights

This Agreement grants only the limited right to remove the specified trees for the purpose described herein. No other property rights, easement rights, or permissions are granted except as expressly stated in this Agreement.

6. Indemnification

To the extent permitted by law, the Developer shall indemnify and hold harmless the City from and against any claims, damages, or liabilities arising out of the Developer’s activities under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Entire Agreement

This Agreement, including the Easement Plans attached as Exhibit A, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral.

9. Amendments

This Agreement may be amended only by a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CITY OF BLOOMINGTON

COPPERLEAF SOLAR, LLC

By: _____
 Dan Brady, Mayor

By: _____

Date: _____

Name: _____

Attest:

Title: _____

By: _____
 Leslie Smith-Yocum, City Clerk

Date: _____



Consent Agenda Item No. 7.I.

For City Council: January 12, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on a Resolution Approving a Road Use Agreement with Copperleaf Solar, LLC, for Utilization of Bloomington Heights Road, in the Amount of \$25,000 (PIN: 20-01-100-031), as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

Background: If approved, the City will enter into an agreement with Copperleaf Solar, LLC. ("Copperleaf Solar"), which will allow for their use of Bloomington Heights Road, in excess of vehicle weights set by City ordinance. Copperleaf Solar intends to construct a five-megawatt solar farm and related facilities along West Washington Street (PIN: 20-01-100-031). In connection with the construction, Copperleaf Solar desires to, among other things:

- Transport heavy equipment and materials over Bloomington Heights Road, which may in certain cases be in excess of the design limits of the road.
- Transport certain locally sourced materials, such as concrete and gravel, on Bloomington Heights Road.
- Widen Bloomington Heights Road and make certain modifications and improvements (both temporary and permanent), including to certain culverts, bridges, road shoulders, and other related fixtures, to permit such equipment and materials to pass.
- Place pipe for the Project under Bloomington Heights Road.

Copperleaf Solar will pay \$25,000 to the City for costs directly associated with the management and implementation of the agreement as it involves the City. This amount does not include any costs that may be incurred with regard to roads other than City Roads. Prior to construction of the solar farm, Copperleaf Solar will perform an inspection of Bloomington Heights Road and document its current condition. As part of the Road Use Agreement, Copperleaf Solar agrees to repair any and all damage that comes about due to utilization of Bloomington Heights Road for construction of the solar farm.

City staff have reviewed the agreement and have no objections to it. Additional provisions are included in the attached agreement.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, a \$25,000 fee will be collected alongside the permit. The \$25,000 will be recorded in the Capital Improvement (Asphalt & Concrete) Fund-Other Miscellaneous Revenue account (40120200-57990). Stakeholders can locate the Capital Improvement (Asphalt & Concrete) Fund in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 89.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A ROAD USE AGREEMENT WITH COPPERLEAF SOLAR, LLC, FOR UTILIZATION OF BLOOMINGTON HEIGHTS ROAD, IN THE AMOUNT OF \$25,000 (PIN: 20-01-100-031)

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Copperleaf Solar, LLC, (“Copperleaf Solar”) be approved for the utilization of Bloomington Heights Road in excess of vehicle weights set by City ordinance, in the amount of \$25,000 (“Exhibit A”); and

WHEREAS, Copperleaf Solar intends to construct a five-megawatt solar farm and related facilities along W. Washington St. (PIN: 20-01-100-031); and

WHEREAS, Copperleaf Solar desires to transport heavy equipment and materials over Bloomington Heights Road, which may in certain cases be in excess of the design limits of the road, transport certain locally sourced materials, such as concrete and gravel, on Bloomington Heights Road, widen Bloomington Heights Road and make certain modifications and improvements, both temporary and permanent, including to certain culverts, bridges, road shoulders, and other related fixtures, to permit such equipment and materials to pass, and to place pipe for the solar farm under Bloomington Heights Road; and

WHEREAS, in exchange, Copperleaf Solar will pay \$25,000 to the City for costs directly associated with the management and implementation of the agreement as it involves the City; and

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

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

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

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

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

ROAD USE AGREEMENT (City of Bloomington)

This ROAD USE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2025 by and among City of Bloomington, McLean County, Illinois, a body corporate and politic under the Laws of the State of Illinois (“Municipality”), and Copperleaf Solar, LLC, an Illinois limited liability company, (“Owner”). Owner and the Municipality are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” The term “Owner Representative(s)” shall include Owner’s contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, Owner intends to engage in the construction of a five-megawatt solar farm and related facilities (the “Project”) in the City of Bloomington, McLean County, Illinois along W Washington St (PIN: 2001100031); and

WHEREAS, in connection with the construction of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the Municipality (collectively, the “Municipality Roads”) over which it will be necessary for Owner and Owner’s Representative(s) to, among other things, (i) transport heavy equipment and materials over certain Municipality Roads, which may in certain cases be in excess of the design limits of the Municipality Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such Municipality Roads; (iii) widen certain Municipality Roads and make certain modifications and improvements (both temporary and permanent) to such Municipality Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project under certain Municipality Roads, and

WHEREAS, under 605 ILCS 5/6-107 and 65 ILCS 5/11-80-2 the Municipality has broad power regarding the opening, construction, maintenance, relocation, access to or repair of the Municipality Roads; and

WHEREAS, 605 ILCS 5/6-107 grants to the Municipality, authority to impose reasonable rules, regulations and specifications for the use of the Municipality Roads by public and private corporations; and

WHEREAS, 605 ILCS 5/9-113.01 imposes a liability on public or private utilities for any damage to the Municipality Roads; and

WHEREAS 605 ILCS 5/9-122 imposes a liability on public or private utilities for any damage done to a bridge or culvert; and

WHEREAS 625 ILCS 5/15-301 grants to the Municipality authority to require permits for use of the roads by overweight and overlength vehicles and further grants the Municipality the authority to impose conditions on the issuance of such permits if necessary to protect the road surface and structure; and

WHEREAS, Owner shall ensure that all axle load distributions are within the City of Bloomington regulations as spelled out in the City Code and/or supporting standards established by the Municipality; and

WHEREAS, Owner has provided to the City Engineer of the City of Bloomington, McLean County, Illinois (“City Engineer”), a construction plan for the Project that shows the location of the solar farms, jurisdictional road use, a copy of which is attached as hereto as Exhibit A (the “Road Use Schedule”); and

WHEREAS, Owner and the Municipality wish to set forth their understanding and agreement as to the use of Municipality Roads during the construction of the Project; and

WHEREAS, Owner and the Municipality acknowledge and agree that this Agreement establishes the rights and obligations of the Parties as they relate to the use of Municipality Roads during the construction of the Project only and that by entering this Agreement the Municipality is neither endorsing nor expressing its approval of the Project; and

WHEREAS, this Agreement shall apply to those Municipality Roads outlined on the Road Use Schedule, subject to Section 3.D. herein Municipality.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Owner agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Pay a sum of Twenty-Five Thousand Dollars (\$25,000.00) to the Municipality for costs directly associated with the management and implementation of this Agreement insofar as it involves the Municipality only and does not include any costs that may be incurred with regard to roads other than Municipality Roads. Said payment shall be made directly to the Municipality at least thirty (30) days prior to the Commencement of Construction (as hereinafter defined). Such payment shall be made by check. For purposes of this Agreement, the “Commencement of Construction” shall mean the date on which Owner has commenced continuous construction of the Project.
- B. Submit an application for an entrance permit along with the required plans for all access points to all Municipality Roads at least thirty (30) days prior to the Commencement of Construction..
- C. Provide contact information for Owner’s construction manager, Owner’s field engineer, and Owner’s permit manager.

- D. Provide as much advance notice as is reasonable to the City Engineer in advance of all Super Load (as hereinafter defined) moves and equipment crossings for separate review and permitting. Notwithstanding the generality of the aforementioned, Owner or Owner's Representative(s) will provide 48 hours notice to the extent reasonably practicable. For purposes of this Agreement, a load is considered a "Super Load" if ONE of the following is true:
- WIDTH is greater than 14'-6"
 - LENGTH is greater than 145'-0"
 - HEIGHT is greater than 15'-0"
 - WEIGHT is greater than 120,000 lbs. gross
- E. Transport the material and equipment and other oversize loads so as to minimize adverse impact on the local traffic on the Municipality Roads.
- F. Provide as much advance notice as is commercially reasonable to obtain approval of the Municipality when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Owner or Owner's Representative(s) will provide forty-eight (48) hours' notice to the extent reasonably practicable.
- G. Notify all relevant parties identified under Section 4 of any temporary road closures.
- H. Sign or mark all work zones and/or closures affecting Municipality Roads set forth in the Road Use Schedule in accordance with the Manual On Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual On Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- I. Sign or mark all truck routes and Municipality Roads approved in the Road Use Schedule for use by Owner or Owner's Representative(s) for the movement of pipe segments and other oversize loads or equipment.
- J. Keep all Municipality Roads used by Owner or Owner's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice from the Municipality and within a reasonable time period.
- K. Prohibit the use of Municipality Road rights-of-way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.
- L. Provide plans for the widening of any Municipality Road corner radius necessary to facilitate the turning movements of the transport trucks used by Owner or Owner's Representative(s), if applicable

- M. If applicable, make the necessary improvements for the widening of any Municipality Road corner radius necessary to facilitate the turning movements of the transport trucks used by Owner or Owner's Representative(s) and once these widened radii are no longer needed, Owner shall return the corners to substantially their original lines and grades unless the City Engineer requests in writing that the widened radii remain as improved.
- N. Pay for the cost of all repairs to all Municipality Roads that are damaged by Owner or Owner's Representative(s) during the construction of the Project and restore such roads to substantially the same condition they were in at the time of the pre-construction inventory.
- O. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Municipality Roads damaged as a direct result of Owner or Owner's Representative(s) use as directed by the Municipality. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
- P. Acknowledge that the estimates for Municipality Road repairs or restorations are good faith estimates provided by the Municipality or an approved consultant, but the final actual costs may vary.
- Q. Provide a single Surety Bond in accordance with Section 6 for the purposes of road repair or restoration.
- R. Anywhere this Agreement obligates Owner to make a payment, except as called for in Section 1.A., said payment shall be made directly to the Municipality within thirty (30) days of receipt of an invoice, containing such detail as Owner may reasonably request, from the Municipality. Such payments shall be made, by check.
- S. Owner and Owner's Representative(s) agree to notify the City Engineer of any damage caused to Municipality Roads by their activities within twenty-four (24) hours of acquiring knowledge of such damage. Notice shall be given as provided in Section 8.E.
- T. Owner shall provide copies to the City Engineer of any overweight/oversized delivery ticket bound for or delivered to the Project site in connection with the Project and any other delivery ticket as requested by the Municipality.

Section 2. The Municipality, in accordance with the terms of this Agreement, agrees to:

- A. Consent to the use of the Municipality's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the Municipality. Such consent shall not be binding on any owner of a fee over or under which a Municipality Road is located and shall not relieve Owner or Owner's Representative(s) from obtaining by purchase,

condemnation or otherwise the necessary approval of any owner of the fee over or under which a Municipality Road is located if such approval is legally required.

- B. Review for approval all equipment crossings across the Municipality Roads by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.
- C. Issue master overweight and oversize permits for Municipality Roads in a timely manner for the roads set forth in the Road Use Schedule upon the filing of such applications on behalf of Owner or Owner's Representative(s) and concurrent with any applicable Illinois Department of Transportation OS/OW Permit(s). Waive overweight permit fees for all non-Super Load permits and charge overweight permit fees and any applicable Engineering Inspection and Investigation fees for all Super Load permits in accordance with the Municipality's Overweight Permit Policy.

The Parties acknowledge and agree that no permits will be issued during the spring posting period between January 15th and April 15th of each year.

Issue individual "Super Load" permits within the City of Bloomington regulations as spelled out in the City Code and/or supporting standards established by the Municipality, and provide recommended routing information for those loads based on timely information provided by Owner or Owner's Representative(s).

- D. Coordinate with Owner or Owner's Representative(s) so as to minimize the impact of their use of the Municipality Roads.
- E. Perform all routine maintenance on the Municipality Roads used as access roads for the construction of the Project in accordance with Section 5 of this Agreement.
- F. Review for approval all access points to the Municipality Roads by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.
- G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.
- H. Authorize the City Engineer to agree on behalf of the Municipality to revisions to the Road Use Schedule and to determine appropriate improvements.
- I. Review for approval all temporary road closure requests in a reasonable manner.

Section 3. Road Inventory:

- A. Pre-Construction Inventory:

Owner, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the Municipality Roads listed in Exhibit A prior to use by Owner or Owner's Representative(s). Owner shall provide notice to the Municipality of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in Exhibit A shall be videotaped and photographs will be taken. In addition, the Municipality will provide Owner or Owner's Representative(s) with copies of any existing plans, cross-sections and specifications relevant to the existing road structure, if requested. Owner shall provide a network level analysis of the condition of the roads. The assessments will be conducted using the PASER (Pavement Surface Evaluation and Rating) methodology developed by the University of Wisconsin-Madison Transportation Information Center (TIC) in cooperation with the Wisconsin Department of Transportation (WisDOT). PASER provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the solar farm construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Owner shall provide to the Municipality a copy of the final report describing the road inventory within ten (10) days of receiving the report and at least ten (10) days prior to the beginning of construction of the Project. For any drainage structures on the proposed routes that the Municipality reasonably determines may not carry the loads proposed by Owner or Owner's Representative(s), the Municipality shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Owner or Owner's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Owner or Owner's Representative(s) may propose a plan to strengthen the structure. The Municipality will then furnish Owner or Owner's Representative(s) with all available plans. Should Owner or Owner's Representative(s) present a plan to strengthen a structure; the Municipality will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the Municipality for these services shall be paid by Owner.

Copies of all pre-construction documentation shall be provided to each of the Parties.

B. Post-Construction Inventory:

Upon completion of construction of the Project, Owner will perform a post-construction inventory and/or survey. If there is any wheel lane rutting, cracking or other damage-caused by the Owner, the Parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 6.D. The design of these repairs or improvements shall conform to

standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by Owner.

C. Routing and Access Approval:

As soon as practical and as necessary throughout the construction of the Project, Owner or Owner's Representative(s) and the Municipality shall meet and by mutual agreement revise the Road Use Schedule in so far as it affects the Municipality Roads and make it more definitive.

D. Revisions:

To the extent the Road Use Schedule is revised and any Municipality Roads are added or removed by mutual agreement of Owner and City Engineer, the inventory procedures outlined in Sections 3.A. and 3.B. shall be followed.

E. Incidental/Accidental Use:

1. The Parties recognize that Construction Traffic, either through mistake or with the consent of the Municipality, use roads other than those listed in the Road Use Schedule. Repairs for damage caused by Owner or Owner's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.C. of this Agreement.

2. The Parties intend that all Construction Traffic shall exclusively use the routes designated in the Road Use Schedule and shall not use any other local or Municipality Roads other than those so designated. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Owner or Owner's Representative(s) uses a non-designated local or Municipality Road, then the Municipality in the reasonable discretion of the City Engineer, may give written notice to Owner of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the City Engineer may impose a fine of \$500.00 per occurrence on Owner to be paid within thirty (30) days of the date of such written notice.

Section 4. Construction Cooperation:

During construction of the Project, the Municipality, Owner or Owner's Representative(s) may meet at such times as determined necessary by the Municipality to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement.

Section 5. Upgrades and Maintenance of the Municipality Roads

The routine maintenance of the Municipality Roads affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Municipality's road department. If repairs or maintenance, other than routine maintenance, are deemed necessary because of activity of Owner or Owner's Representative(s), the Municipality will invoice Owner for such cost and Owner shall make payment to the Municipality therefor within thirty (30) days of the date of the invoice.

Section 6. Surety Bond:

- A. At least thirty (30) days prior Commencement of Construction, Owner shall provide to Municipality financial security in the form of a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) which the Municipality may draw against in the event and only to the extent that Owner fails to timely pay for the upgrade, repair and/or restoration expenses for Municipality Roads (to the extent such amounts are undisputed) in accordance with the terms of this Agreement (the "Surety Bond"). The Surety Bond shall be issued by a bank, or other financial entity with a rating of AA or better.

The Surety Bond shall remain in place until the later of: (i) one (1) year after the Completion of Construction Date, or (ii) the effective date of a full settlement and release of Municipality Road issues executed by the Municipality and Owner, which settlement and release shall not be unreasonably conditioned, withheld, or delayed. For purposes of this Agreement, the "Completion of Construction Date" shall be the date that the Project is placed into commercial operation or service. Owner shall promptly provide written notice of the Completion of Construction Date to the Municipality. The Municipality agrees to deliver any certification required for the surrender of the Surety Bond or release when Owner is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

For so long as Owner is required to maintain the Surety Bond pursuant to the terms hereof, in the event that, pursuant to the terms of such Surety Bond, the Municipality shall be entitled to draw down the full outstanding amount of such Surety Bond as a result of Owner's failure or default to upgrade, repair or restore the Municipality Roads in accordance with the terms of this Agreement. The Municipality shall not make any claim on said Surety Bond until sixty (60) days after the mailing of a written notice to Owner specifying a default hereunder by Owner, during which sixty (60) days Owner may cure such default. Owner shall not be deemed to be in default under this Agreement if Owner is diligently pursuing a cure to the alleged default, provided that Owner's efforts are continuous and in good faith.

- B. The Surety Bond Agreement shall set forth, among other things, the disbursement procedures for the Surety Bond and shall include:

1. For damage during construction to the Municipality Roads listed on the Road Use Schedule, as amended from time to time and those other roads damaged by incidental or accidental use:
 - a. The Municipality shall notify Owner of all repairs to Municipality Roads necessitated by Owner's activities. Said repairs will be performed or contracted by the Municipality. Payment for such work shall be made by Owner or from the Surety Bond.
 - b. Final repairs to Municipality Roads shall be completed as described in Section 6.B.3.
2. For the post construction final repairs or restoration of Municipality Roads listed on the Road Use Schedule, as such Road Use Schedule may be amended by the Parties from time to time:
 - a. The Municipality shall notify Owner in writing of the work to be done based upon the pre-construction and post-construction inspections of the Municipality Roads in order to return the Municipality Roads to substantially similar conditions as existed prior to construction of the Project.
 - b. The Municipality shall prepare and provide a reasonable estimate of cost for the repairs or restoration of Municipality Roads to be completed.
 - c. Payment for the repairs and restoration shall be made by Owner in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs associated with the repairs and restoration of Municipality Roads incurred by the Municipality. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the Municipality. Municipality
 - d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the Municipality shall provide Owner with a release of claims, in a form mutually agreed upon by the Parties, in connection with Owner's obligations pursuant to this Agreement. The Municipality reserves the right to have such release of claims be provided on a system wide or individual unit basis.
 - e. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the Municipality, such discretion shall be exercised in good faith and not be unreasonably withheld, conditioned, or delayed.

C. Emergency Repairs:

Notwithstanding the foregoing, in the event Owner or Owner's Representative(s) are reasonably believed by the Municipality to have caused damage to Municipality Roads of a magnitude sufficiently great to create

a hazard to the motoring public, which in the Municipality's reasonable opinion warrants an immediate repair or road closing, the Municipality may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Owner within thirty (30) days of the date an invoice is submitted for reimbursement. The Municipality shall photograph, videotape and otherwise document the conditions and make all such documentation available to Owner. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of an intermediary and, if necessary, adjudication. If such post-repair proceedings favor Owner, the Municipality will reimburse Owner for amounts paid to fund the repair, if any.

D. Procedure and Dispute Resolution:

1. The Municipality shall notify Owner of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
2. If Owner agrees, the Municipality or Municipality's contractor shall perform the repair in the time framework specified and recover its costs from Owner to be paid within thirty (30) days of the date an invoice is submitted by the Municipality for reimbursement.
3. Should a disagreement exist as to (a) the extent of the damage caused by Owner or Owner's Representative(s) to a Municipality Road based upon the pre-construction and/or post-construction inspections of the Municipality Roads, (b) the method, procedure or design used for the preparation of an estimate of a final repair or restoration of a Municipality Road, or (c) the estimate of the costs, plus fees, for a final repair or restoration of a Municipality Road, the Municipality and Owner will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within thirty (30) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties an "intermediary proposed solution." Each Party shall pay the cost of their engineer and the cost of the third qualified independent third party engineer shall be split equally between the Parties.
4. If the Parties agree and/or don't reject the intermediary's proposed solution, then the Municipality shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the Municipality Roads and shall recover its costs from Owner or the Surety Bond as described in Section 6.B.3.
5. If the Parties cannot agree and the Municipality rejects the "intermediary proposed solution", the Municipality may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by Owner. If the appropriateness of the Municipality action

is ultimately determined not to be justified either by agreement or adjudication, the Municipality shall promptly refund to Owner the amounts paid for the final repairs or restoration of the Municipality Roads.

6. For the purposes of temporary or emergency repairs, the Municipality charges shall be based on the Municipality maintained time and material cost records, which shall be made available to Owner for review. Municipality billing rates for labor shall be those established by the Municipality and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Road Administration.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

- A. Indemnification by Owner. Owner hereby releases and agrees to indemnify and hold harmless the Municipality and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter, collectively "Municipality Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Municipality Releasees arising out of or relating to the performance by Owner or Owner's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Owner hereby releases the Municipality Releasees and agrees to indemnify and hold harmless the Municipality Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Municipality Road or other road subject to this Agreement by Owner, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives. Notwithstanding the foregoing, Owner shall not be obligated to indemnify any Municipality Releasees to the extent any action, cause of action, suit, claim, expense (including reasonable attorney's fees) and/or demand arises out of such Municipality Releasee's sole gross negligence, willful misconduct or unlawful conduct.
- B. Indemnification by the Municipality. The Municipality hereby releases and agrees to indemnify and hold harmless Owner, Owner's Representative(s) and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter, collectively "Owner Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against Owner Releasees arising out of or relating to the performance by the Municipality of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Municipality hereby releases Owner Releasees and agrees to indemnify and hold harmless Owner Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the Municipality,

their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives. Notwithstanding the foregoing, the Municipality shall not be obligated to indemnify any Owner Releasees to the extent any action, cause of action, suite, claim, expense (including reasonable attorney's fees) and/or demand arises out of such Owner Releasee's negligence, willful misconduct or unlawful conduct.

- C. Limitations of Liability. In no event shall either Party or their officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

- D. Required Insurance. Owner shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:
 - 1. Worker's Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being constructed.

 - 2. Commercial Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Owner and engaged in the construction of the Project. Limits of liability shall not be less than One Million Dollars (\$1,000,000) for the accidental injury to or death of one or more persons, or damage to or destruction of property per occurrence.

 - 3. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employers liability, products and completed operations and contractual liability. Owner shall request its insurers add the City of Bloomington of McLean County, Illinois, its officers and employees as additional insureds to the Commercial General Liability policy in this Section 7.D.3.

 - 4. General Provisions Applicable to the Foregoing Insurance Requirements:
 - 1. Owner may utilize any combination of primary and/or excess insurance to satisfy the above requirements.

 - 2. Evidence of such insurance shall be submitted to the Municipality prior to the initiation of any work or transportation of any materials or equipment on the roads listed on the Road Use Schedule.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the “Defaulting Party”), which default is not caused by the Party seeking to enforce said provisions (the “Non-Defaulting Party”) and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedy of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.

- B. Non-Waiver of Performance. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party’s right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

- D. Amendments. No amendment or modification to this Agreement or waiver of a Party’s rights hereunder shall be binding unless it shall be in writing and signed by the both Parties.

- E. Notices. All notices shall be in writing and sent (including via facsimile transmission, email, or text message) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such Party shall designate in writing to the other parties from time to time).

Owner: Copperleaf Solar, LLC
30 W Hubbard St, Suite 400
Chicago, IL 60654
il@cultivate-power.com

Municipality: City of Bloomington, City Engineer
Jim Karch
115 E. Washington Street
Bloomington, IL 61701
jkarch@cityblm.org

With a copy to: City of Bloomington, City Manager
Jeff Jurgens
115 E. Washington Street
Bloomington, IL 61701
jjurgens@cityblm.org

- F. Assignment. This Agreement may not be assigned without the written consent of the other Party. Notwithstanding the foregoing, Owner may, without the consent of the Municipality, collaterally assign this agreement in connection with any debt or equity financing of the Project. For avoidance of doubt, a transfer in ownership interest in owner of Copperleaf Solar, LLC does not constitute an Assignment.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, irrespective of any conflict of law's provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees.
- J. Termination. Owner shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the Municipality of its intent to terminate this Agreement.

In the event such termination occurs, the Surety Bond shall remain in place as follows, rather than the date specified in Section 6.B. of this Agreement:

1. In the event such termination occurs prior to the Commencement of Construction including the transportation of materials or equipment on the roads identified on the Road Use Schedule that are subject to this Agreement, then notwithstanding anything herein to the contrary, the Surety Bond and fifty percent (50%) of the sum paid to the Municipality's road department specified in Section 1.A for costs directly associated with the management and implementation of this Agreement shall be returned to Owner and Owner shall have no further liability to the Municipality under this Agreement.
2. In the event such termination occurs prior to the Commencement of Construction, the Surety Bond shall remain in place until a date one (1) year after the date on which Owner's construction activities have ceased.

This Agreement shall remain in effect until two (2) years after the Completion of Construction Date and shall automatically terminate without action from either Party.

- K. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between

Parties, whether written or oral. Owner hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Copperleaf Solar, LLC. The City of Bloomington hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the Municipality.

- L. Illinois Prevailing Wage Act. With regard to any work performed on Municipality Roads in connection with the construction of the Project, Owner and Owner's Representatives shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/et seq.

[signatures on following page(s)]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts, each of which shall be considered as an original by their duly authorized officers.

City of Bloomington

By: _____

Name:

Title:

STATE OF _____)

: ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name of person(s)).

Notary Public

ATTEST:

By: _____

Name:

Title:

STATE OF _____)

: ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name of person(s)).

Notary Public

Owner:

Copperleaf Solar, LLC,
an Illinois limited liability company

By: Nadeem Demian

Name: Nadeem Demian

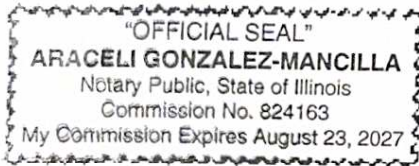
Title: Authorized Person

STATE OF ILLINOIS)

: ss.

COUNTY OF Cook)

This instrument was acknowledged before me on December 30, 2025 (date) by
NADEEM DEMIAN (name of person(s)).



[Signature]

Notary Public

EXHIBIT A

Road Use Schedule

Red = City of Bloomington Road

Blue = Bloomington Township Road

Green = Dale Township Road





Consent Agenda Item No. 7.J.

For City Council: January 12, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 1326 Sherman Street, from the R-1C (Single-Family Residence) District to the R-3B (Multiple-Family Residence) District (PIN: 14-32-429-030), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: The Applicant is requesting approval of a Zoning Map Amendment for the subject property from the R-1C (Single-Family Residence) District to the R-3B (Multiple-Family Residence) District. The subject property is currently vacant and has been vacant since prior to 1964. The Applicant wants to rezone the property to allow for a 24-unit supportive housing apartment building (Multiple-Family Dwelling). A Special Use Permit may be required if medical office components of the proposed development are pursued, following approval of the Map Amendment request.

The subject property consists of approximately 2.58 acres (112,380 square feet) of land located near the intersection of Sherman Street and Division Street, and extending around the north end of a cul-de-sac at the north end of Ewing Street. The property is surrounded by single-family residential properties on the east and south, unimproved land to the west, and manufacturing uses to the north. The property is already encumbered by multiple underground utilities running through the western half of the site.

When reviewing proposals for rezoning, applicable legal standards and the appropriateness of any potentially approvable development should be considered, not the specifics of a proposed development. However, in the interest of transparency, staff are providing context on the intended use associated with this request. The rezoning is requested to allow the Sue's Landing permanent supportive housing development proposed by the Center for Human Services ("CHS"). The project would include 24 one-bedroom units for individuals with disabilities earning at or below 30% of Area Median Income, with on-site supportive services for residents with mental health diagnoses. CHS received approximately \$9 million in state funding for the project. Their originally approved site off Martin Luther King Jr. Drive was withdrawn after the grant award, creating time constraints to secure a new location.

On November 5, 2025, the Planning Commission held a public hearing on the request. The

Commission voted 6-2-0 in favor of adopting findings of fact that the request was in the public interest and not solely for the benefit of the applicant, and recommended approval of the request to the City Council. The request was temporarily held from proceeding to City Council to address questions related to the status of ownership; these have now been addressed, and staff have verified that the applicant has a legal right to pursue this request.

Community Groups/Interested Persons Contacted: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, August 18, 2025. Courtesy notices were mailed to 68 property owners within 500 feet of the subject property.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Finding of Fact

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY COMMONLY KNOWN AS 1326 SHERMAN STREET, FROM THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT TO THE R-3B (MULTIPLE-FAMILY RESIDENCE) DISTRICT (PIN: 14-32-429-030)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Zoning Map Amendment from the R-1C (Single-Family Residence) District to the R-3B (Multiple-Family Residence) District for the property commonly known as 1326 Sherman St., legally described in Exhibit A (“PROPERTY”); and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, conducted a public hearing on said Zoning Map Amendment on November 5, 2025; and

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

WHEREAS, the COMMISSION voted (6-2-0) to recommend that the City Council pass this Ordinance; and

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

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

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

SECTION 2. The Council hereby adopts the FINDINGS of the COMMISSION, and hereby approves the Zoning Map Amendment, from the R-1C (Single-Family Residence) District to the R-3B (Multiple-Family Residence) District, for the PROPERTY commonly known as 1326 Sherman Street.

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 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

ALL THAT PART OF LOT 1 IN BLOCK 5 IN FORTY ACRES SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, WHICH LIES EAST OF A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 467.33 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 257.66 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, WHICH IS ALSO THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK 5, IN MCLEAN COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF MCLEAN AND THE STATE OF ILLINOIS.

Address: 1326 Sherman St.

PIN: 14-32-429-030



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

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **McLean County Center for Human Services**, (APPLICANT), in **case Z-08-25**, related to approval of a **Zoning Map Amendment** from R-1C (Single-Family Residence) District to **R-3B (Multiple-Family Residence) District**, for the property commonly known as 1326 Sherman St., PIN: 14-32-429-030 (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **November 5, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR REVIEW OF ZONING MAP AMENDMENTS, PER CH. 44 OF THE CITY CODE

1. The suitability of the subject property for uses authorized by the existing zoning.

The property as-is is too large for a single-family residence to be financially feasible, and multiple parties have reviewed the potential to subdivide it into smaller lots, but the complexity of the topography and underground infrastructure has made that either too complicated or too expensive to warrant development under the R-1C zoning. This property is more suitable for a zoning District that allows multiple principal structures, as well as concentration of the development in the buildable area with open space concentrated where surface development is not practical.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has been vacant since at least 1964, which indicates that this area is either not currently attractive to single-family residential development or the property has characteristics that have made it undevelopable under the regulations of the current District

3. The suitability of the subject property for uses authorized by the proposed zoning.

The subject property would be appropriate for most uses permitted in the R-3B District due to the dual street access and the proximity to public water and sewer, including water supply line sizing that could likely support fire suppression infrastructure if needed. The topography (slope) of the property lends itself to engineered gravity-fed stormwater management techniques that drain large contiguous impervious area. The clustering of existing underground infrastructure on the west (low) half of the property implies some of the same site design will be necessary from a utility easement and access perspective. Single-family structures that are clustered with shared open space may feasibly fit, but the more appropriate uses for this property are group living or very low intensity commercial uses due to their typical spatial layout.

4. The existing land uses and zoning of nearby property.

The property is surrounded by single-family residential properties on the east and south, unimproved land to the west, and manufacturing uses to the north.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The relative gain for both the Owner and the community from the Zoning Map Amendment appears positive. Zoning that is more appropriate for the types of development that are feasible, considering the site constraints, could result in active use at the property which would be more likely to positively impact the surrounding area than the current vacant state of the property. In addition, development of a moderately intense use between the low-intensity single-family dwellings to the south and the semi-industrial uses to the north may provide a visual buffer that would benefit the properties to the south.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The existing street network adequately serves the subject property. Vehicle access would be provided via a new curb cut along Sherman Street and could connect (as a secondary access) to the cul-de-sac on Ewing Street; this would be reviewed and confirmed by the City's Traffic Engineer prior to any construction. The site is also in close proximity to an existing public transportation stop, which could reduce the impact any use has on the street system.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

When the site is developed, stormwater management will be required according to the City's Manual of Practice. Any changes to drainage patterns would not be allowed to negatively impact surrounding properties.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

Adequate services are already available to the property. Any development would need to ensure that water and sewer items meet current code requirements for the proposed use.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the Zoning Map Amendment. Future development of the property with uses appropriate for the R-3B District should not negatively impact properties in this part of the community that includes substandard lots (R-1C), an

Assisted-Living facility (R-3A), a Vehicle Repair use (M-1), rail yard (M-1), and utility servicing facility (P-2), all within a quarter mile of the subject property.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

See prior item “Compliance with the Comprehensive Plan” in this report.

11. Whether the City needs more of the types of uses allowed in the proposed district.

Multiple studies have identified the need for additional housing options in the City. The proposed multiple-family zoning would support this need and permit the further development of such housing.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST for approval of the proposed Zoning Map Amendment to the R-3B District is in the public interest and not solely for the benefit of the applicant or property owner.

Therefore, this COMMISSION recommends that the REQUEST for approving the Zoning Map Amendment described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-2-0

AYES: Prior; Mosley; Lewis; Muehleck; Sochotsky; Peradotti

NAYS: Beyer; Cullen

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

12/23/2025 | 3:25 PM CST

Date



Consent Agenda Item No. 7.K.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Amending the Settlement Authority Previously Authorized, for a Total Amount of \$43,624.80, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Claimant Bruce Neel, suffered losses in the amount of \$43,624.80 due to the City's contractor, Stark Excavating, work on a City sewer project. Council approved the initial contract on June 9, 2025 (Item 7i) in the amount of \$37,126.80, which did not include additional damages incurred. The remaining amount, per the receipt, is \$6,498.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the \$6,498 will be paid by the City's third-party Claims Administrator out of the City's escrow account.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2026 - ____

A RESOLUTION AMENDING THE SETTLEMENT AUTHORITY PREVIOUSLY AUTHORIZED, FOR A TOTAL AMOUNT OF \$43,624.80

WHEREAS, subject to the provisions of the city code, city staff are recommending amending the settlement authority previously authorized, for a total amount of \$43,624.80; and

WHEREAS, the claimant Bruce Neel suffered losses in the amount of \$43,624.80 due to the City's contractor, Stark Excavating, work on a City sewer project; and

WHEREAS, City Council had approved a settlement on June 9, 2025 (Item 7.I.), in the amount of \$37,126.80 and

WHEREAS, the previous settlement amount did not include additional damages incurred in the amount of \$6,498 (Exhibit A), increasing the total settlement authority to \$43,624.80; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Additional Settlement Authority.

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 Additional Settlement Authority, and any other documents necessary to complete this transaction.

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



SERVPRO of Bloomington/Pontiac

9 Quest Drive, Bloomington, IL 61705
(309) 827-7500

Insured: Bruce Neel

Property:
61701

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 2/27/2025 8:40 PM

Price List: ILBL8X_MAR25

Restoration/Service/Remodel

Estimate: 3429873V1



SERVPRO of Bloomington/Pontiac

9 Quest Drive, Bloomington, IL 61705
 (309) 827-7500

CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Labor Minimums Applied				0.00	47.44	284.62
Line Item Totals: 3429873V1				234.41	1,083.14	6,498.90

Grand Total Areas:

1,738.93 SF Walls	730.38 SF Ceiling	2,469.31 SF Walls and Ceiling
750.10 SF Floor	83.34 SY Flooring	234.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	247.38 LF Ceil. Perimeter
750.10 Floor Area	801.27 Total Area	1,623.51 Interior Wall Area
1,382.84 Exterior Wall Area	161.10 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



SERVPRO of Bloomington/Pontiac

9 Quest Drive, Bloomington, IL 61705
(309) 827-7500

Summary for Dwelling

Line Item Total	5,181.35
Material Sales Tax	234.41
Subtotal	5,415.76
Overhead	541.57
Profit	541.57
Replacement Cost Value	\$6,498.90
Net Claim	\$6,498.90



Consent Agenda Item No. 7.L.

For City Council: January 12, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Auto Liability Settlement Agreement with Claimant Joshua Zakery, in the Amount of \$50,407.70, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The claimant, Joshua Zakery, suffered losses in the amount of \$50,407.70 on November 11, 2025, due to City Fire Engine 6 striking his vehicle, causing a Total Loss.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the \$50,407.70 will be paid by the City's third-party Claims Administrator out of the City's escrow account.

Attachments:

1. Resolution
2. Damage Estimate
3. Auto Evaluation

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AUTO LIABILITY SETTLEMENT AGREEMENT WITH CLAIMANT JOSHUA ZAKERY, IN THE AMOUNT OF \$50,407.70

WHEREAS, subject to the provisions of the City Code, City staff are recommending an auto liability settlement with claimant Joshua Zakery be approved, in the amount of \$50,407.70; and

WHEREAS, the claimant Joshua Zakery, suffered losses in the amount of \$50,407.70 on 11-21-25, due to City Fire Engine 6 striking his vehicle, causing a Total Loss; and

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

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

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

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

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

ACD

Workfile ID:

fb8c65c6

http://acdcorp.com/supp
3137 Tiger Run Court STE 108
Carlsbad, CA 92010
Phone: (844) 469-7877

For:

PMA MANAGEMENT GRP

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

Written By: Anthony Moore
Adjuster: REED, ELTON

Insured:
Type of Loss: Collision
Point of Impact: 15 Total Loss

Policy #:
Date of Loss: 11/21/2025 12:00 AM

Claim #: L005026221
Days to Repair: 0

Owner:
ZAKERY, JOSHUA
2431 CORINTH LANE
NORMAL, IL 61761
(217) 637-2636 Cell

Inspection Location:
SAM LEMAN AUTO BODY
1705 MORRISSEY DR
BLOOMINGTON, IL 61704
Repair Facility
(309) 664-2114 Business

Repair Facility:
SAM LEMAN AUTO BODY
1705 MORRISSEY DR
BLOOMINGTON, IL 61704
(309) 664-2114 Business

VEHICLE

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

VIN: JM3KJEHA6S1103752
License: JZOOM
State: IL

Production Date: 4/2024
Odometer: 8,390
Condition: Fair

Interior Color: BLACK
Exterior Color: TAN

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Heated Steering Wheel
Climate Control
Dual Air Condition
Navigation System
Backup Camera
Parking Sensors
Surround View Camera

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags

Lane Departure Warning

ROOF

Electric Glass Sunroof
Skyview Roof

SEATS

Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Remote Starter

Intelligent Cruise

Home Link

RADIO

Hands Free Device

Xenon or L.E.D. Headlamps

Blind Spot Detection

Heads Up Display

Signal Integrated Mirrors

TRUCK

Power Trunk/Liftgate

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WHEELS					
2	*	Repl LT/Front Wheel, alloy 21"	NOT LISTED	1	500.00 m	0.3	
3		QUARTER PANEL					
4		Repl LT Quarter panel	KMY671410	1	840.10	23.0	3.0
5		Add for Clear Coat					1.2
6		Deduct for Rear Bumper R&I				-1.7	
7		REAR SUSPENSION					
8		Repl Susp crossmember 2.5 liter	KMV62880XG	1	1,810.96 m	6.0	
9		REAR BODY & FLOOR					
10		Repl Rear body panel	KMY67075Z	1	457.73	10.5	1.8
11		Overlap Major Adj. Panel					-0.4
12		Add for Clear Coat					0.3
13		Add for Inside					0.9
14		Deduct for Overlap				-1.5	
15		Repl Rear floor pan 2.5 liter	KMY653710A	1	938.79	10.5	1.4
16		Repl RT Closing plate (HSS)	KMY6537FX	1	216.64	Incl.	0.5
17		Overlap Minor Panel					-0.2
18		Repl LT Closing plate (HSS)	KMY6547FX	1	169.35	Incl.	0.5
19		Overlap Minor Panel					-0.2
20		Repl RT Rear rail assy 2.5 liter (UHS)	KMV653810E	1	1,476.14 s	16.5	1.6
21		Overlap Major Non-Adj. Panel					-0.2
22		Repl LT Rear rail assy 2.5 liter (UHS)	KMV654810F	1	1,376.10 s	16.5	1.6
23		Overlap Major Non-Adj. Panel					-0.2
24		Repl Crossmember (UHS)	KMV653910	1	1,030.56	4.5	1.0
25		Overlap Major Non-Adj. Panel					-0.2
26		Repl Floor cover	KR9D6883XA02	1	1,226.37	0.1	
27		LIFT GATE					
28		Repl Lift gate	KMY16202X	1	1,806.13	5.7	3.7
29		Overlap Major Adj. Panel					-0.4
30		Add for Clear Coat					0.7
31		Repl W'strip on body	KMV662761	1	128.01	0.6	
32		Repl RT Hinge	TK4862210D	1	52.69	0.3	0.3
33		Add for Clear Coat					0.1
34		Repl LT Hinge	TK4862210D	1	52.69	0.3	0.3
35		Add for Clear Coat					0.1
36		Repl Upper w'strip	KMV76276Y	1	37.07	Incl.	
37	*	Repl Applique panel zircon sand	KMV650850A2V	1	540.38	1.3	<u>0.0</u>
38		Repl Nameplate "CX-70 AWD"	KR9D51720	1	48.81	0.2	
39		Repl Nameplate "AWD"	KRYD51780	1	30.31	0.1	
40		Repl Nameplate "eSKYACTIV PHEV"	KR9P51771	1	45.43	0.1	
41		Repl Rear camera w/surround view	KDNP67RC0	1	529.34 m	0.2	
42		Repl Wire w/surround view	KCNT67SH0	1	112.07		
43		Repl Lock	KBB462310C	1	451.71	Incl.	

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

44	Repl	RT Lift cylinder	KMV7626EX	1	460.87	0.3	
45	Repl	LT Lift cylinder	KMV7636EXA	1	738.62	0.3	
46	Repl	RT Object sensor	KMV7626G0	1	218.55	0.3	
47	Repl	LT Object sensor	KMV7636G0	1	213.83	0.3	
48	Repl	Lift gate glass Mazda	KMV663930	1	425.19	Incl.	
49	Repl	Wiper arm	KEME67421	1	42.12	Incl.	
50	Repl	Wiper blade	KCLL67330	1	22.17	0.1	
51	Repl	Wiper motor	KR9P67450	1	340.29	m	0.5
52	Repl	Washer nozzle	KCLL67510A	1	21.04	0.2	
53	Repl	Lower gate trim	KMV76896002	1	388.37	Incl.	
54	Repl	RT Side gate trim	KMV66894002	1	85.49	Incl.	
55	Repl	LT Side gate trim	KMV66895002	1	79.77	Incl.	
56	Repl	Upper gate trim	KMV66893002	1	125.99	Incl.	
<hr/>							
57	REAR LAMPS						
58	Repl	RT Tail lamp	KMV751150	1	330.70	0.3	
59	Repl	LT Tail lamp	KMV751160	1	330.70	0.3	
60	Repl	RT Backup lamp w/o signature lamp	KMV6513F0A	1	296.18	Incl.	
61	Repl	LT Backup lamp w/o signature lamp	KMV6513G0A	1	319.80	Incl.	
62	Repl	RT License lamp to 06/25/2024	DFR551270E	1	57.49	Incl.	
63	Repl	LT License lamp to 06/25/2024	DFR551270E	1	57.49	Incl.	
64	Repl	High mount lamp	KBB351580A	1	159.15	0.2	
<hr/>							
65	REAR BUMPER						
66		O/H bumper assy				3.4	
67	<>	Repl Bumper cover	KR9D50221BB	1	1,051.82	Incl.	3.2
68		Overlap Major Non-Adj. Panel					-0.2
69	*	Add for Clear Coat					0.6
70		Add to drill holes				1.0	
71		Add for park sensor				m	0.4
72	Repl	Bumper cover cap lower	KAAA505A1BB	1	161.64		
73	Repl	Bumper cover cap upper	KAAB505A1BB	1	46.35		
74	Repl	Tow eye cap	KR9D50EK1BB	1	76.75	Incl.	0.2
75	*	Add for Clear Coat					0.1
76	Repl	Lower molding	KR9D50369	1	19.81	Incl.	
77	Repl	RT Reflector	KBB3515L0A	1	27.26	Incl.	
78	Repl	LT Reflector	KBB3515M0A	1	27.26	Incl.	
79	Repl	Lower cover	KMV650222	1	23.62	Incl.	
80	Repl	RT Corner trim	KEMG50231	1	21.86	Incl.	
81	Repl	LT Corner trim	KEMG50241	1	18.46	Incl.	
82	Repl	RT Insert black	KR9D50362	1	7.99	Incl.	
83	Repl	LT Insert black	KR9D50372	1	7.99	Incl.	
84	Repl	RT Corner molding w/body color	KR9E50231BB	1	58.98	Incl.	0.8
85		Overlap Minor Panel					-0.2
86	*	Add for Clear Coat					0.1
87	Repl	LT Corner molding w/body color	KR9E50241BB	1	58.98	Incl.	0.8

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					23,895.16
Body Labor	109.3 hrs	@		\$ 70.00 /hr	7,651.00
Paint Labor	22.5 hrs	@		\$ 70.00 /hr	1,575.00
Mechanical Labor	4.0 hrs	@		\$ 130.00 /hr	520.00
Paint Supplies	22.5 hrs	@		\$ 50.00 /hr	1,125.00
Miscellaneous					3.00
Subtotal					34,769.16
Sales Tax	\$ 25,020.16	@		9.7500 %	2,439.47
Total Cost of Repairs					37,208.63
Total Adjustments					0.00
Net Cost of Repairs					37,208.63

All Supplements Must Have Prior Approval.

THIS ESTIMATE HAS BEEN PREPARED BASED ON USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES THAT APPLY TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER, DISTRIBUTOR OR INSURER OF THESE PARTS.

ALL MANUFACTURERS REQUIREMENTS REGARDING SEATBELT AND SUPPLEMENTAL RESTRAINT SYSTEM REPLACEMENT MUST BE ADHERED TO. IF ANY ADDITIONAL PARTS OR OPERATIONS ARE NECESSARY TO PROPERLY REPAIR/REPLACE CONTACT THE ADJUSTER. ALL ADDITIONALS MUST BE APPROVED BY THE ADJUSTER PRIOR TO COMPLETION OF REPAIRS. THIS ESTIMATE IS NOT AN AUTHORIZATION TO REPAIR. ANY AND ALL REPAIRS MUST BE AUTHORIZED BY THE OWNER. NO ADDITIONAL PAYMENT UNLESS APPROVED BY MEEMIC COMPANY REPRESENTATIVE IN WRITING.

The estimated prices for glass are based upon MEEMIC Insurance evaluation of reasonable and necessary pricing. MEEMIC Insurance glass administrator can be contacted at 1-800-800-2727

WARNING-A PERSON WHO COMMITS OR CONSPIRES TO COMMIT A FRAUDULENT INSURANCE ACT IS GUILTY OF A FELONY, PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN 4 YEARS(10 YEARS FOR CONSPIRACY) OR A FINE OF NOT MORE THAN \$50,000, OR BOTH, ANDS SHALL BE ORDERED TO PAY RESTITUTION AS PROVIDED BY SECTION 4511 OF THE INSURANCE CODE OF 1956

ILLINOIS LAW REQUIRES THAT VEHICLE REPAIRERS MUST BE LICENSED IN ACCORDANCE WITH SECTION 5-301 OF THE ILLINOIS VEHICLE CODE.

Estimate of Record

Owner: ZAKERY, JOSHUA

Job Number:

2025 MAZD CX-70 PHEV AWD w/Premium Plus Pkg 4D UTV 4-2.5L Hybrid Gasoline Direct Injection TAN

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARH5433, CCC Data Date 11/10/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Market-Driven Valuation™

Administrative Data

ACD Inc
 PMA Companies
 Blue Bell Branch
 P.O. Box 5231
 Janesville WI 535475231

Claimant
 Insured Bloomington City
 Claim L005026221
 Loss Date 11/21/2025
 Loss Type Collision
 Policy
 Other

VINSOURCE Analysis

VIN JM3KJEHA6S1103752
 Decodes as 2025 Mazda CX-70 Prem Plus PHEV Electric
 4WD 4D Wagon
 Accuracy Decodes Correctly
 History No activity was reported

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Bloomington Market		\$45,850
Odometer	11,792 Mi(Typical)	8,390 Mi(Actual)	240
Other Optional Equipment		Running Boards	555
		Custom Paint	310
Packages		Black Lug Nut & Wheel Loc	155
Market Driven Value			\$47,110
General Sales Tax 7.0000%			\$3,297.70
Net Adjusted Market Value			\$50,407.70

Vehicle Description

VIN: JM3KJEHA6S1103752

2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D Wagon

8,390 Miles Actual

4cyl Electric 2.5

8-Speed Automatic

Interior	Dual Air Conditioning	Armrest(s)	Adjustable Seat System
	Dual Zone Auto A/C	Cruise Control	Cargo Lamp
	Digital Clock	Center Console	Driver Information Sys

	Electronic Compass	Bucket Seats	Digital Instrument Panel
	Garage Door Opener	Heated/Cooled Frt Seats	Heated Rear Seats
	Heated Steering Wheel	Heads-Up Display	Interior Lighting
	Intermittent Wipers	Illuminated Visor Mirror	Leather Interior Trim
	Leather Shift Knob	Floor Mats	Memory Seats
	Overhead Console	Pwr Accessory Outlet(s)	Pwr Driver Lumbar Supp
	Power Door Locks	Power Windows	Rear Center Arm Rest
	Rear Climate Control A/C	Split Folding Rear Seat	Rear Seat Headrest(s)
	Rear Side Wndw Sunshades	Leather Seats	Leather Steering Wheel
	Trip Computer	Temperature Gauge(s)	Tire Pressure Monitor
	Touch Screen Display	Tilt & Telescopic Steer	
Exterior	Auto Dim Ext. Mirror(s)	Automatic High Beam	Bodyside Cladding
	Running Boards	Color-Keyed Bumper(s)	Rear Window Defroster
	Black Grille	Heated Wiper Park	LED Headlamp(s)
	Keyless Entry System	LED Brake Lights	Heated Power Mirrors
	Mud/Splash Guards	Custom Paint	Perimeter Alarm System
	Pwr Folding Ext Mirrors	Power Liftgate/Tailgate	Roof/Luggage Rack
	Rain-Sensing W/S Wipers	Rear Lip Spoiler	Compact Spare Tire
	Panorama Roof W/Pwr Mnrf	Ext Mirror Turn Signals	Aluminum/Alloy Wheels
Mechanical	Engine Stop/Start	Electric Steering	Dual Exhaust System
	Auto Locking Hubs (4WD)	Keyless Ignition System	Power Steering
	Remote Starter	Stop & Go System	
Safety	Active Blind Zone Assist	Adaptive Cruise Control	Automatic Dimming Mirror
	Auto Emergency Braking	Auto Headlamp Control	Dual Airbags
	Anti-Lock Brakes	Automatic Power Locks	Blind Spot Sensor
	Corrective Lane Assist	Courtesy/Warning Lights	Cross Traffic Alert
	Driver Attention Monitor	Limited Slp Differential	LED Daytime Running Lts
	Electric Parking Brake	Elect. Stability Control	Fwd. Collision Alert
	Front & Rear Camera	Head Airbags	Knee Air Bags
	Lane Departure Alert	Rear Coll Mitigation	2nd Row Head Airbags
	Side Airbags	Emergency S.O.S. System	Surround Cameras
	Side View Camera(s)	Traction Control System	Theft Deterrent System
	3rd Row Head Airbags	Vehicle Tracking Service	
Entertainment	Bose Sound System	Digital Signal Processor	High Definition Radio
	1st Row LCD Monitor(s)	AM/FM Radio	SiriusXM Satellite Radio
	Strg Wheel Radio Control	USB Audio Input(s)	Wireless Phone Connect
	In-Vehicle WiFi		
Packages	120V AC Power Outlet		
	Black Lug Nut & Wheel Loc		
	Entertainment Package, AM/FM Radio, Bose Sound System, Digital Clock, Digital Signal Processor, High Definition Radio, 1st Row LCD Monitor(s), Remote Starter, Emergency S.O.S. System, SiriusXM Satellite Radio, Touch Screen Display, USB Audio Input(s), Wireless Phone Connect, In-Vehicle WiFi		
	Mazda Connect Infot Sys		

Mazda Navigation System

Trim Levels	Preferred, Premium, Premium Plus, S Premium, Premium PHEV, S Premium Plus, *Prem Plus PHEV	* Indicates your trim level
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A detailed description of your vehicle was provided to Autosource by a trained appraiser. Contact PMA Companies if revisions are necessary.

Vehicle Condition

Seats	Good
Carpets	Good
Int Trim	Good
Glass	Good
Headliner	Good
Body	Good
Paint	Good
Ext Trim	Good
Engine	Well Maintained
Transmission	Well Maintained
Front Tires	Good
Rear Tires	Good

Valuation Notes

- o **Loss vehicle description was provided by PMA Companies**
- o **Adjustments of Special Note**
 - An odometer adjustment of \$0.0700 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Odometer adjustments are capped at 40% of the vehicle's starting value.
 - Typical miles for this 2025 Mazda CX-70 in Illinois is 11,792.
 - No special adjustments were made for this vehicle.
 - All values are in U.S. dollars.
- o **Autosource Valuation Process**
 - Millions of vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
 - The originating search area for this valuation was Bloomington, Illinois.
- o **Other Adjustments or Comments**
 - The tax was calculated based on a date of loss of 11/21/2025 using zip 61704, in Mclean County, Illinois. The city may vary from search area to reflect correct tax location.

Area	Taxed	Rate	Total	Tax % of Market Value
Illinois	\$47,110	6.2500%	\$2,944.38	6.2500%
Bloomington	\$47,110	0.7500%	\$353.32	0.7500%
Total Tax:			\$3,297.70	7.0000%

Typical Condition Statement

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical odometer and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 11,792. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR		
Seats	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Carpets	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Int Trim	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Glass	Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner	Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR		
Body	Good	No visible damage. 1-3 small dings possible on close inspection.
Paint	Good	No obvious damage. 1-3 very small chips. 1-3 small scratches, no greater than 1 credit card in size, only noticeable on close inspection that can be polished out. Negligible swirl marks.
Ext Trim	Good	No damage. No dents. No impact damage. Good shine on chrome or bumper covers. Color-keyed sections in good condition. 1-3 slight scratches or marks.
MECHANICAL		
Engine	Well Maintained	Engine compartment generally clean. No obvious leaks. All accessories in good working condition. Recommended maintenance performed. Service records well documented.
Transmission	Well Maintained	Transmission housing, transaxle, differential, transfer case areas generally clean. No obvious leaks. Recommended maintenance performed. Service records well documented.
TIRES		
Front Tires	Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires	Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value. Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 61704, as determined by the vehicle owner's principally garaged area. Autosource located 41, 2025 Mazda CX-70 vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 41 comparable vehicles is \$1,918,203 for an average price of \$46,785.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be less than the asking price. In the case of this 2025 Mazda CX-70, the difference between the asking price and selling price is generally 2%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's odometer, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. An odometer adjustment of \$0.0700 cents per mile/kilometer has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$47,110.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

1 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA2S1100217 \$41,057
Wagon

Stock# PDM0385. 8,650 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Power Outlet, 21" Wheels, 2nd Row Heated, 3, Seat Belts, 4 Wheel Disc Brakes, Floor Mats, Android Auto, Apple Carplay, Armrest, Auto Dimming Mirror, Blind Spot Monitor, Child Safety Locks, Door, Engine Immobilizer, Front Bucket Seats, Center Armrest.

Offered for sale by Dealer in Batavia, IL, (630) 937-9670. Vehicle information by Vast on 12/01/25.

The advertised price of \$41,895 was adjusted to account for typical negotiation (\$ -838).

2 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA4S1100767 \$46,060
Wagon

Stock# M5589. 8,754 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, 21" Wheels, 4 Wheel Disc Brakes, 4 Wheel Independent Suspension, Armrest, Auto Dimming Mirror, Door, Emergency Communication System, Front Bucket Seats, Center Armrest, HD Radio, Blue Tooth Communications, LEATHER TRIMMED SEATS, Shift Knob, Connect, Paddle Shifters, Power Folding Mirrors, Sun, RADIO DATA SYSTEM, Rain Sensor Wipers.

Offered for sale by Art Hill Ford Lincoln Mazda in Merrillville, IN, (219) 738-5300. Vehicle information by Vast on 10/06/25.

The advertised price of \$47,000 was adjusted to account for typical negotiation (\$ -940).

3 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA1S1104646 \$40,178
Wagon

Stock# 12M1217L. 8,318 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext.

Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Blue Tooth Communications, Blind Spot Monitoring.

Offered for sale by Dealer in La Grange, IL, (708) 729-8975. Vehicle information by CarGurus - St. Paul on 11/11/25.

The advertised price of \$40,998 was adjusted to account for typical negotiation (\$ -820).

4	2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA8S1100027	\$43,120
	Wagon	

Stock# P11961. 11,691 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, 21" Wheels, 4 Wheel Disc Brakes, 4 Wheel Independent Suspension, Apple Carplay, Armrest, Auto Dimming Mirror, Blind Spot Monitor, Door, Emergency Communication System, Front Bucket Seats, Center Armrest, Blue Tooth Communications, Leather Trimmed Interior, LEATHER TRIMMED SEATS, Connect, Sun, RADIO DATA SYSTEM, Rain Sensor Wipers, Rear Cross Traffic Alert Warn, Parking Sensors.

Offered for sale by Wilkins Hyundai Mazda in Lombard, IL, (630) 495-0800. Vehicle information by Vast on 10/06/25.

The advertised price of \$44,000 was adjusted to account for typical negotiation (\$ -880).

5	2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA9S1101011	\$42,630
	Wagon	

Stock# P12085. 6,288 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd.

Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mrnf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Door, Black, Maintenance Records, Rear Cross Traffic Alert Warn, Communication System, Center Armrest.

Offered for sale by Wilkins Hyundai in Elmhurst, IL, (630) 279-3000. Vehicle information by *Leading Internet Auto Site on 11/30/25.

The advertised price of \$43,500 was adjusted to account for typical negotiation (\$ -870).

6 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA2S1108740 \$41,106
Wagon

Stock# PMT1038. 14,780 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slp Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mrnf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Premium Plus Package, Door, Black, 4 Wheel Disc Brakes, 4 Wheel Disc Brakes, Rear View Mirror, Mirrors, Blind Spot Monitor, Bluetooth Connectivity, Brake Assist., Child Safety Locks, Emergency Communication System, Connect, Floor Mats, 4 Wheel Independent Suspension, Front Bucket Seats, Center Armrest.

Offered for sale by Biggers Mazda in Elgin, IL, (847) 628-6000. Vehicle information by Cars.com on 12/01/25.

The advertised price of \$41,945 was adjusted to account for typical negotiation (\$ -839).

7 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA6S1100236 \$44,585
Wagon

Stock# PM21087. 6,959 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slp Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console,

Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, White Premium, Black, Safety Certification, Door, Communication System, Center Armrest.

Offered for sale by The Autobarn Mazda Evanston in Evanston, IL, (847) 866-9666. Vehicle information by *Leading Internet Auto Site on 09/01/25.

The advertised price of \$45,495 was adjusted to account for typical negotiation (\$ -910).

8 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA1S1105523 \$42,135
Wagon

Stock# EZL33216. 6,700 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slp Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Door, Black, Safety Certification, 3, 4 Wheel Disc Brakes, Mirrors, Rear View Mirror.

Offered for sale by The Autobarn Mazda Of Evanston in Evanston, IL, (847) 425-7770. Vehicle information by Cars.com on 12/01/25.

The advertised price of \$42,995 was adjusted to account for typical negotiation (\$ -860).

9 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA9S1105771 \$40,665
Wagon

Stock# EZ34552B. 8,330 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slp Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction

Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Door, Black, Safety Certification, 3, 4 Wheel Disc Brakes, Mirrors, Rear View Mirror, Center Armrest.

Offered for sale by The Autobarn Mazda Of Evanston in Evanston, IL, (847) 425-7770. Vehicle information by Cars.com on 12/01/25.

The advertised price of \$41,495 was adjusted to account for typical negotiation (\$ -830).

10 2025 Mazda CX-70 Prem Plus PHEV Electric 4WD 4D JM3KJEHA7S1116994 Wagon \$39,685

Stock# PM21215. 10,263 Miles. 4 Cylinder Electric 2.5 Engine, Automatic Transmission, 120V AC Power Outlet, Entertainment Package, Mazda Connect Infot Sys, Mazda Navigation System, Active Blind Zone Assist, Adaptive Cruise Control, Auto Dim Ext. Mirror(s), Automatic Dimming Mirror, Auto Emergency Braking, Automatic High Beam, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Anti-Lock Brakes, Automatic Power Locks, Armrest(s), Adjustable Seat System, Dual Zone Auto A/C, Bodyside Cladding, Bose Sound System, Blind Spot Sensor, Color-Keyed Bumper(s), Cruise Control, Corrective Lane Assist, Cargo Lamp, Digital Clock, Courtesy/Warning Lights, Cross Traffic Alert, Center Console, Driver Attention Monitor, Rear Window Defroster, Limited Slip Differential, Driver Information Sys, LED Daytime Running Lts, Digital Signal Processor, Electronic Compass, Electric Parking Brake, Elect. Stability Control, Engine Stop/Start, Electric Steering, Dual Exhaust System, Fwd. Collision Alert, Front & Rear Camera, Bucket Seats, Digital Instrument Panel, Garage Door Opener, Black Grille, Head Airbags, High Definition Radio, Heated Wiper Park, LED Headlamp(s), Heated/Cooled Frt Seats, Heated Rear Seats, Heated Steering Wheel, Auto Locking Hubs (4WD), Heads-Up Display, Interior Lighting, Intermittent Wipers, Illuminated Visor Mirror, Knee Air Bags, Keyless Entry System, Keyless Ignition System, 1st Row LCD Monitor(s), Lane Departure Alert, LED Brake Lights, Leather Interior Trim, Leather Shift Knob, Floor Mats, Memory Seats, Heated Power Mirrors, Mud/Splash Guards, Overhead Console, Perimeter Alarm System, Pwr Accessory Outlet(s), Pwr Driver Lumbar Supp, Pwr Folding Ext Mirrors, Power Door Locks, Power Liftgate/Tailgate, Power Steering, Power Windows, Roof/Luggage Rack, AM/FM Radio, Rear Center Arm Rest, Rear Climate Control A/C, Rear Coll Mitigation, Regenerating Brake System, 2nd Row Head Airbags, Remote Starter, Split Folding Rear Seat, Rear Seat Headrest(s), Rain-Sensing W/S Wipers, Rear Side Wndw Sunshades, Side Airbags, Leather Seats, Stop & Go System, Emergency S.O.S. System, Rear Lip Spoiler, Compact Spare Tire, SiriusXM Satellite Radio, Panorama Roof W/Pwr Mnrf, Surround Cameras, Side View Camera(s), Sunvisor, Strg Wheel Radio Control, Leather Steering Wheel, Trip Computer, Traction Control System, Theft Deterrent System, 3rd Row Head Airbags, Temperature Gauge(s), Tire Pressure Monitor, Trailer Hitch, Touch Screen Display, Ext Mirror Turn Signals, Tilt & Telescopic Steer, USB Audio Input(s), Vehicle Tracking Service, Aluminum/Alloy Wheels, Wireless Phone Connect, In-Vehicle WiFi, Door, Safety Certification, 3, 4 Wheel Disc Brakes, Floor Mats, Mirrors, Rear View Mirror, Center Armrest.

Offered for sale by The Autobarn Mazda Of Evanston in Evanston, IL, (847) 425-7770. Vehicle information by Cars.com on 12/01/25.

The advertised price of \$40,495 was adjusted to account for typical negotiation (\$ -810).

Recall Bulletins

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 4 recall bulletins that may apply to this vehicle.

NHTSA ID Number	24V814000
Date Issued	10/31/24
Quantity Affected	80,915
Defect	Mazda North American Operations (Mazda) is recalling certain 2024-2025 CX-90 and 2025 CX-70 vehicles equipped with a Dash Electrical Supply Unit (ESU). During vehicle startup, the defroster, seat belt warning, 360° view monitor functions, and the PHEV high-voltage battery cooling system may not function properly.
Remedy	Dealers will reprogram the Dash ESU with improved software, free of charge. Owner notification letters are expected to be mailed December 30, 2024. Owners may contact Mazda customer service at 1-800-222-5500 Option 6. Mazda's number for this recall is 7124J.
Notes	Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153) or go to www.nhtsa.gov .
NHTSA ID Number	24V815000
Date Issued	10/31/24

Quantity Affected	31,488
Defect	Mazda North American Operations (Mazda) is recalling certain 2024 CX-90 and 2025 CX-70 vehicles. The powertrain control module (PCM) and engine control modules (ECM) software may cause malfunction indicator lights to illuminate and a loss of drive power.
Remedy	Dealers will reprogram the PCM and ECM software, free of charge. Owner notification letters are expected to be mailed December 30, 2024. Owners may contact Mazda customer service at 1-800-222-5500 Option 6. Mazda's number for this recall is 7024J.
Notes	Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153) or go to www.nhtsa.gov .
NHTSA ID Number	24V817000
Date Issued	10/31/24
Quantity Affected	14,902
Defect	Mazda North American Operations (Mazda) is recalling certain 2024 CX-90 and 2025 CX-70 plug-in hybrid electric vehicles. Improper inverter software may cause the malfunction indicator lights to illuminate, and a loss of drive power may occur while in electric vehicle (EV) mode.
Remedy	Dealers will install improved inverter software, free of charge. Owner notification letters are expected to be mailed December 30, 2024. Owners may contact Mazda customer service at 1-800-222-5500 Option 6. Mazda's number for this recall is 7024J.
Notes	Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153) or go to www.nhtsa.gov .
NHTSA ID Number	25V568000
Date Issued	09/02/25
Quantity Affected	104,854
Defect	Mazda North American Operations (Mazda) is recalling certain 2024-2025 CX-90 and 2025 CX-70 mild hybrid electric vehicles (MHEV). The fuel gauge in the instrument cluster may display an inaccurate fuel reading.
Remedy	Dealers will update the body control module (BCM) software, free of charge. Owner notification letters are scheduled to be mailed November 1, 2025. Owners may contact Mazda customer service at 1-800-222-5500 Option 6. The manufacturer's number for this recall is 78251. The information in your report suggests that Mazda may have been aware of this issue more than five business days before filing a report with NHTSA. Please be reminded that under Federal law, this agency is to be notified of all safety defect and/or noncompliance decisions within five business days. 49 CFR 573.6 Significant civil penalties can be assessed for this violation.

Original Equipment Guide

Engine Options		Transmission Options	
* 4 Cylinder Electric 2.5 Engine	STD	* 8-Speed Automatic	STD
Other Optional Equipment		Convenience Options	
* Anti-Lock Brakes	STD	* Adaptive Cruise Control	STD
* Active Blind Zone Assist	STD	* Automatic Dimming Mirror	STD
* Auto Dim Ext. Mirror(s)	STD	* Automatic High Beam	STD
* Auto Emergency Braking	STD	* Auto Headlamp Control	STD
* Auto Locking Hubs (4WD)	STD	* Armrest(s)	STD
* Adjustable Seat System	STD	* Cruise Control	STD
All-Weather Mats (Floor)		Cargo/Trunk Net	
* Bodyside Cladding	STD	* Courtesy/Warning Lights	STD
* Black Grille	STD	* Dual Air Conditioning	STD
* Blind Spot Sensor	STD	* Rear Window Defroster	STD

Cargo Organizer	\$335	* Dual Zone Auto A/C	STD
* Color-Keyed Bumper(s)	STD	* Electric Parking Brake	STD
* Corrective Lane Assist	STD	* Floor Mats	STD
* Cargo Lamp	STD	* Garage Door Opener	STD
* Digital Clock	STD	* Heads-Up Display	STD
* Compact Spare Tire	STD	* Illuminated Visor Mirror	STD
Special Factory Paint	\$595	* Mud/Splash Guards	STD
* Cross Traffic Alert	STD	* Rear Climate Control A/C	STD
* Center Console	STD	* Rain-Sensing W/S Wipers	STD
* Dual Airbags	STD	* Rear Side Wndw Sunshades	STD
* Driver Attention Monitor	STD	* Surround Cameras	STD
* Dual Exhaust System	STD	* Strg Wheel Radio Control	STD
* Digital Instrument Panel	STD	* Tire Pressure Monitor	STD
* Driver Information Sys	STD	* Tilt & Telescopic Steer	STD
* Electronic Compass	STD		
* Elect. Stability Control	STD	Power Accessories	
* Engine Stop/Start	STD	* Automatic Power Locks	STD
* Fwd. Collision Alert	STD	* Heated Power Mirrors	STD
* Front & Rear Camera	STD	* Electric Steering	STD
* Head Airbags	STD	* Pwr Driver Lumbar Supp	STD
* Heated Wiper Park	STD	* Pwr Folding Ext Mirrors	STD
* Heated Steering Wheel	STD	* Power Door Locks	STD
* Interior Lighting	STD	* Power Liftgate/Tailgate	STD
* Intermittent Wipers	STD	* Power Steering	STD
* Knee Air Bags	STD	* Power Windows	STD
* Keyless Entry System	STD	Radio/Phone/Alarm Options	
* Keyless Ignition System	STD	* AM/FM Radio	STD
* 1st Row LCD Monitor(s)	STD	* Bose Sound System	STD
* Lane Departure Alert	STD	* Digital Signal Processor	STD
* Limited Slp Differential	STD	* High Definition Radio	STD
* LED Brake Lights	STD	* Perimeter Alarm System	STD
* LED Headlamp(s)	STD	* SiriusXM Satellite Radio	STD
* Leather Interior Trim	STD	* Theft Deterrent System	STD
* LED Daytime Running Lts	STD	* Touch Screen Display	STD
* Leather Shift Knob	STD	* USB Audio Input(s)	STD
* Leather Steering Wheel	STD	Seat Options	
* Custom Paint	\$450	* Bucket Seats	STD
* Overhead Console	STD	* Heated/Cooled Frt Seats	STD
* Pwr Accessory Outlet(s)	STD	* Heated Rear Seats	STD
* Roof/Luggage Rack	STD	* Leather Seats	STD
* Rear Center Arm Rest	STD	* Memory Seats	STD
* Rear Coll Mitigation	STD	* Split Folding Rear Seat	STD
* Regenerating Brake Systm	STD	Roof Options	
* 2nd Row Head Airbags	STD	* Panorama Roof W/Pwr Mnrf	STD
* Rear Lip Spoiler	STD	Wheel Options	
* Remote Starter	STD	* Aluminum/Alloy Wheels	STD
* Running Boards	\$800		
* Rear Seat Headrest(s)	STD		
* Side Airbags	STD		

* Stop & Go System	STD
* Emergency S.O.S. System	STD
* Side View Camera(s)	STD
* Trip Computer	STD
* Traction Control System	STD
* 3rd Row Head Airbags	STD
* Temperature Gauge(s)	STD
Trailer Hitch	
* Ext Mirror Turn Signals	STD
* Vehicle Tracking Service	STD
Wheel Locks	\$75
* Wireless Phone Connect	STD
* In-Vehicle WiFi	STD

Option Packages

* 120V AC Power Outlet	STD	
Ambiance	\$565	Includes Illuminated Door Sill Trim,w/Welcome Light
Black Liftgate Garnish	\$295	
* Black Lug Nut & Wheel Loc	\$225	
Cargo Block	\$50	
Destination Set	\$625	Includes Cargo/Trunk Net,First Aid Kit,Black Roof Rack Crossbars,Retractable Cargo Area Cover
Digital Rear View Mirror	\$800	Includes Garage Door Opener
* Entertainment Package	STD	Includes AM/FM Radio,Bose Sound System,Digital Clock,Digital Signal Processor,High Definition Radio,1st Row LCD Monitor(s),Remote Starter,Emergency S.O.S. System,SiriusXM Satellite Radio,Touch Screen Display,USB Audio Input(s),Wireless Phone Connect,In-Vehicle WiFi,Infotainment System,Window Grid Antenna,Vehicle Health Reports,SiriusXM Traffic,Android Auto & Apple Car Play,12 Speaker Premium Sound System,2 Lcd Monitors In The Front,12.3 In Digital Display,Alexa Voice Commands
* Mazda Connect Infot Sys	STD	
* Mazda Navigation System	STD	
Paint Protection Film	\$450	Includes Door Cups,Door Edge/Rear Bumper Top Protector Film,Fender Paint Protection Film,Hood Protective Film
Premier Protection	\$625	Includes All-Weather Mats (Floor),Mud/Splash Guards,Padded cargo liner
Premier Tow	\$900	Includes Trailer Hitch,Tow And Ball Mount,TRAILER BRAKE CONTROLLER HARNESS
Premium Carpet Mats	\$325	Includes Premium Carpeted Front & Rear Floor Mats
Roadside Assistance Kit	\$90	

Base retail price \$58,905

Loss Vehicle manufacturer's suggested retail price as reported \$60,380

Editions available for the same body style (in order of original cost, increasing): Preferred, Premium, Premium Plus, S Premium, Premium PHEV, S Premium Plus, *Prem Plus PHEV

* Indicates loss vehicle equipment.

Loss Vehicle Valuation

Autosource has been chosen by **PMA Companies** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of PMA Companies. Autosource has evaluated aspects of your vehicle provided by PMA Companies as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, odometer and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet.

About Your Valuation

This report contains proprietary information of Audatex and its partners and shall not be disclosed to any third party (other than the insurer or insured, or their legal representative; or claimant or claimant's insurer for purposes of subrogation) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

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Regular Agenda Item No. 8.A.

For City Council: January 12, 2026

Ward Impacted: Ward 6
City Wide

Subject: Consideration and Action on (1) an Ordinance Approving Text Amendments, Modifications, and Additions to Chapter 44 (Zoning Code) of the City of Bloomington City Code, relating to (1) Building Characteristics in the D-1 (Central Business) Zoning District, and (2) Permitted Encroachments in Public Rights-of-Way; and (2) an Ordinance Approving Text Amendments, Modifications, and Additions to Chapter 38 of the City of Bloomington, Illinois City Code (Streets, Sidewalks and Other Public Ways), Relating to Encroachment on Sidewalks, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinances be approved.

Strategic Plan:

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

Objective 2a. Better quality roads and sidewalks

Goal 6. Prosperous Downtown Bloomington

Objective 6c. Downtown becoming a community and regional destination

Objective 6e. Preservation of historic buildings

Background: The D-1 (Central Business) District is currently regulated by Development Standards that govern design, including a requirement for recessed entryways (§ 44-505B(1)(d)). For some, there is an aesthetic and historic appeal to recessed doorways, and this requirement has been in place as it was perceived as the only way to protect public safety and accessibility. However, in an economic climate where businesses need as much floor space and flexibility as possible, staff have created amendments with protections in place that ensure accessibility, safety, and support historic character, which gives local businesses an opportunity to grow. Additionally, the reality is that our downtown sidewalks are wide and can accommodate a change in this practice, allowing new consideration to be given to how sidewalks are used by adjacent local businesses with the adoption of the "Downtown for All" Streetscape Masterplan.

With the proposed changes, the first several feet of sidewalk adjacent to the building can be available for private business signboards, planters, furnishings, etc., while maintaining a minimum of five (5) feet for unobstructed public access and a portion adjacent to the street curb for street furniture, trees, lights, and other public amenities. By requiring physical barriers, like planters, to bracket outswing egress doors at the private edge of the sidewalk, pedestrian safety can still be assured without recessed entries under this new plan.

To protect historical significance, three options were provided to the Planning Commission for review: A) Remove the requirement without any additional provisions, encouraging compliance instead; B) Remove the general requirement and add a specific requirement for Historic

Preservation review prior to approval for all recessed entries; or C) Remove the requirement, but add a requirement for Historic Preservation review prior to approving the removal of existing recessed entryways for Contributing Structures only. On November 5, 2025, the Planning Commission held a public hearing and **voted 7-0-0 to recommend that the City Council approve the proposed text amendments**, selecting Option C as the preferred alternative.

To appropriately affect these changes, **Chapter 38 (Streets, Sidewalks and Other Public Ways) must also be amended**; no public hearing is required for this change. Both Ordinances are presented as part of this item. Since the Ch. 44 changes result in a reference to content in Ch. 38, the **Ch. 44 changes should not be approved without the Ch. 38 changes being approved** as well.

As part of the Ch. 38 changes, the penalty for violating permit requirements was updated to conform to the City's current fine and enforcement regulations.

Community Groups/Interested Persons Contacted: Notice for the Planning Commission public hearing on the Chapter 44 Text Amendments was published in *The Pantagraph* on October 21, 2025. Changes to Ch. 38 do not require public notice.

Financial Impact: N/A

Attachments:

1. Ordinance - Ch 44
2. Ordinance - Ch 44 - Exhibit A
3. "Concrete Sidewalk" Specifications – Excerpt from Streetscape Program Report, Volume 2
4. Status of Existing Entryways in the D-1 (Central Business) District
5. Contributing Structures for the National Register Bloomington Central Business District
6. Ordinance - Ch. 38
7. Ordinance - Ch. 38 - Exhibit A

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO CHAPTER 44 (ZONING CODE) OF THE CITY OF BLOOMINGTON CITY CODE, RELATING TO (1) BUILDING CHARACTERISTICS IN THE D-1 (CENTRAL BUSINESS) ZONING DISTRICT, AND (2) PERMITTED ENCROACHMENTS IN PUBLIC RIGHTS-OF-WAY

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

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to (1) Building Characteristics in the D-1 (Central Business) Zoning District, and (2) Permitted Encroachments in Public Rights-of-Way; and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, on November 5, 2025, conducted a public hearing on said request for text amendments of the Bloomington City Code Chapter 44, as set forth in Exhibit A (“AMENDMENTS”); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

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

SECTION 2. The City Council hereby adopts the findings of fact of the COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

§ 44-904B. Permitted encroachments in Public Rights-of-Way. In the D-1, D-2, and D-3 zoning districts, ~~the following certain~~ items may be permitted to encroach into the public right-of-way, subject to the provisions of § 38-208. ~~Any permitted encroachment in the public right-of-way shall be permitted to occupy a maximum of 50% of the sidewalk directly fronting the building or use with which they are associated, provided a minimum five feet wide clear path be maintained within the sidewalk running parallel to the fronting street. Any permitted encroachment shall not inhibit the ingress and egress from buildings nor the free flow of pedestrian traffic.~~

~~(1) Planters.~~

~~(2) Hanging planters (attached to building, canopy, or awning).~~

~~(3) Sidewalk dining.~~

~~(4) Sidewalk sales (related merchandising and displays).~~

~~(5) Sandwich Board signs (as regulated in Article XIV of this code).~~

~~(6) Awnings and canopies (not more than four feet from the face of the building; eight feet min clearance above sidewalk).~~

§ 44-505. [Ch. 44, 5-5] Development standards applicable to business districts.

...

B. Regulations Applicable to the D-1, D-2 and D-3 Districts.

(1) Building Characteristics in the D-1 District.

(a) The primary ground-floor entrance shall face a public street.

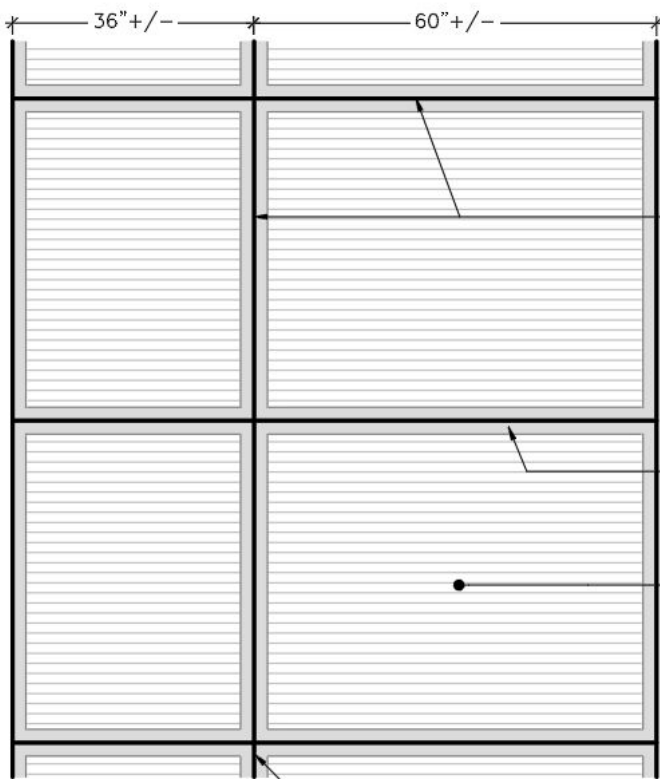
(b) A building facade shall occupy at least 95% of the front setback line.

(c) Clear, non-reflective windows shall comprise at least 75% of the front facade between two and eight feet above the sidewalk.

(d) All new entries shall be encouraged to be recessed from the front building wall a minimum of three and a maximum of eight feet deep, and be no greater than eight feet in width. Recessed entries on buildings listed as Contributing Structures in the National Register Historic Bloomington Central Business District shall require a Certificate of Appropriateness, per § 44-1710, prior to the issuance of any building permit related to the enclosure or alteration of such.

(e) Any building that exceeds 25 feet in width along a public street shall be designed to appear as a series of two or more buildings no wider than 25 feet each...

CONCRETE SIDEWALK



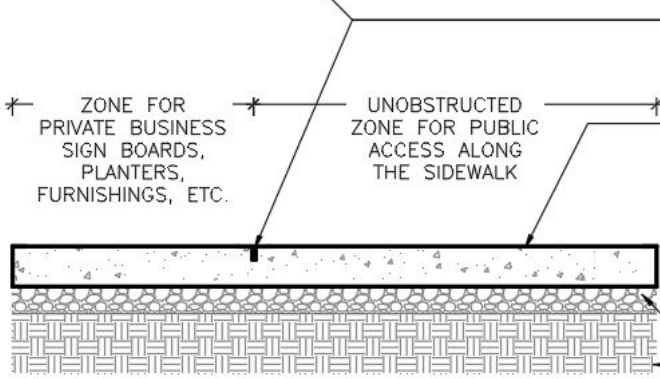
TOOLED CONSTRUCTION JOINT

EXPANSION JOINTS REQUIRED ALONG ALL ADJACENT STRUCTURES INCLUDING BUILDINGS AND FOOTINGS AND APPROXIMATELY EVERY 30' ALONG THE LENGTH OF THE SIDEWALK

2" WIDE SMOOTH "PICTURE FRAME" BORDER ON EACH SIDE OF JOINTS AND EDGE OF SIDEWALK (DOWNTOWN AREA ONLY)

MEDIUM BROOM FINISH PERPENDICULAR TO PRIMARY PEDESTRIAN TRAFFIC FLOW

SIDEWALK PLAN



TOOLED CONSTRUCTION JOINT

PORTLAND CEMENT CONCRETE SIDEWALK, 6" THICKNESS FOR PEDESTRIAN AREAS, 8" THICKNESS FOR VEHICULAR AREAS (ACROSS DRIVEWAYS), MEDIUM BROOM FINISH PERPENDICULAR TO PRIMARY PEDESTRIAN TRAFFIC FLOW

CA6 AGGREGATE, COMPACTED TO 95% DENSITY, 4" DEPTH

UNDISTURBED OR COMPACTED SUB-GRADE

SIDEWALK SECTION

Description: Concrete pavement with tooled joints, 6" thick (pedestrian areas), 8" thick (across driveways) Portland Cement, Section 1001 of the IDOT Standard Specifications

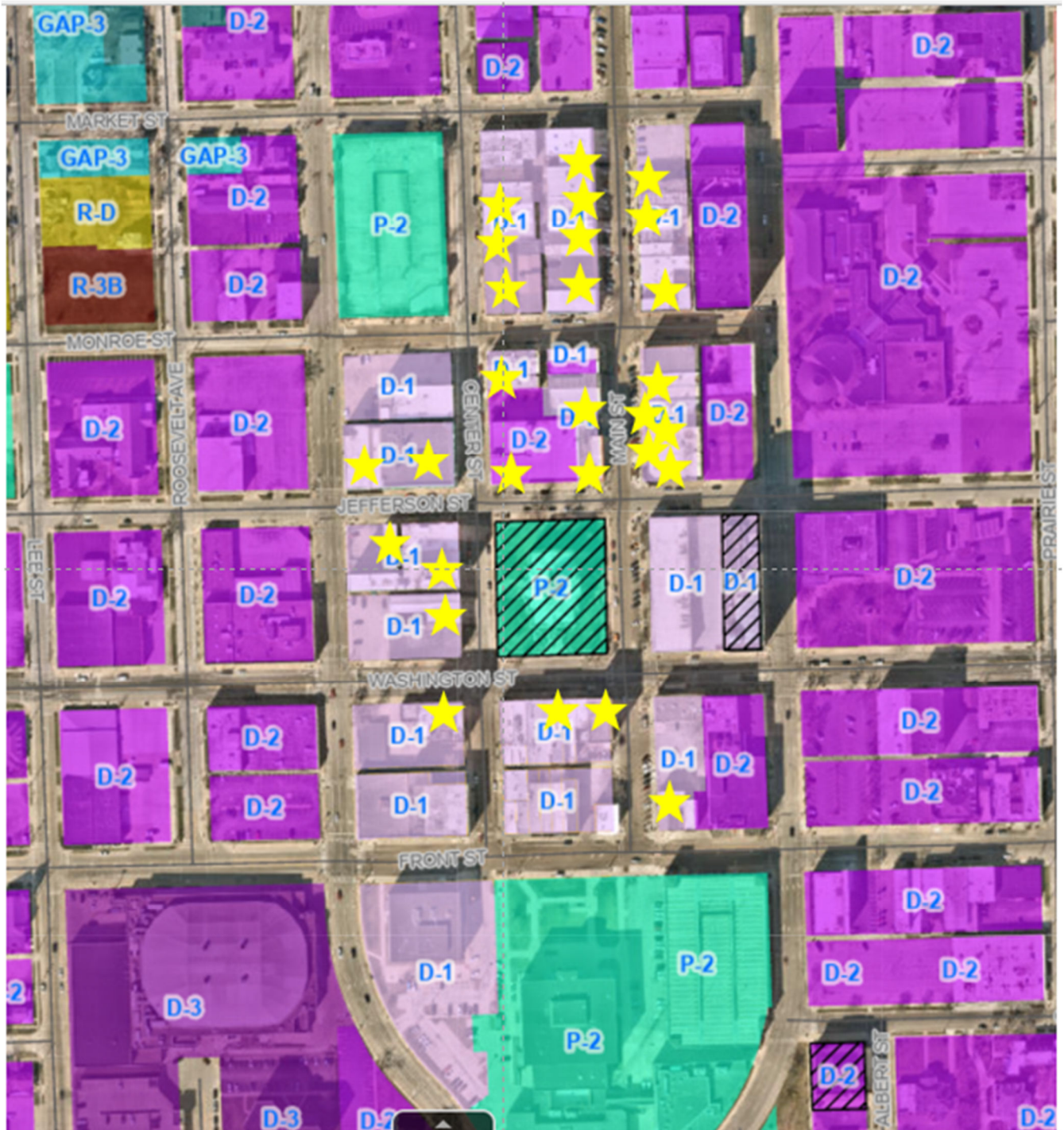
Status of Existing Entryways in the D-1 (Central Business) District

A green ✓ indicates an existing recessed entryway

A red ✗ indicates an existing non-recessed entryway



**Contributing Structures for the National Register Bloomington Central Business District
in the D-1 (Central Business) District**



ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO CHAPTER 38 OF THE CITY OF BLOOMINGTON, ILLINOIS CITY CODE (STREETS, SIDEWALKS AND OTHER PUBLIC WAYS), RELATING TO ENCROACHMENT ON SIDEWALKS

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, on April 8, 2025, the City Council adopted the “Downtown for All” Streetscape plan, which includes plans to change how certain public spaces - including sidewalks - will be designed, and may be programmed; and

WHEREAS, staff of the Engineering Department were directed to initiate amendments to the text of the Streets, Sidewalks, and Other Public Ways Code [Chapter 38] relating to encroachments on Sidewalks to support those changes, which are attached hereto as Exhibit A (“AMENDMENTS”); and

WHEREAS, staff finds that the proposed AMENDMENTS are in the public interest and are necessary to implement the desired changes in permission and process; and

WHEREAS, related Text Amendments to the Zoning Code [Ch. 44] were proposed and recommended for approval through Planning Commission case Z-10-25 on November 5, 2025; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

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

SECTION 2. The City Council hereby adopts staff’s finding that the proposed AMENDMENTS are in the public interest, and the request for AMENDMENTS to Chapter 38, as set forth in Exhibit A, is hereby approved.

SECTION 3. Chapter 38 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 12th day of January 2026.

APPROVED this ____ day of January 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Amendments to Ch. 38 (Streets, Sidewalks, and Other Public Ways) of the Code of the City of Bloomington, Illinois

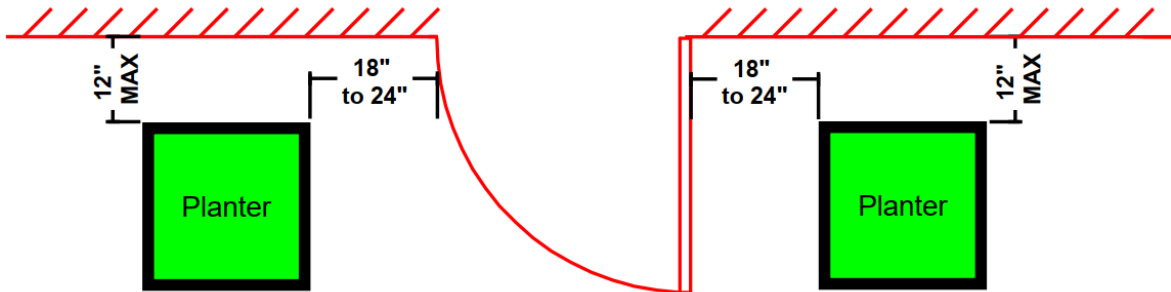
(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

**§ 38-208. [Ch. 38, Sec. 53] Steps, platforms, street furniture, or fixtures, etc. ~~prohibited~~
~~penalty merchandise, signs, etc. on sidewalks.~~**

Except as otherwise provided in this section, it shall be unlawful for any ~~No~~ steps, platforms, street furniture, merchandise, signs, or other fixtures shall to extend into or upon any sidewalk ~~or alley~~ in said the City. This includes placement upon, over or across, or suspension upon, over or across any sidewalk, any merchandise whatsoever.

- A. Definition. The definition of SIDEWALK for this section refers to all that area between the boundary of a private property and the back of curb line or edge of an adjacent road or alley, whether public or private. This area includes hardened walkways, parkways (which are defined as that area between a hardened walkway and the paved portion of the street) and any additional land within that area, whether used for the foregoing or other purposes.
- B. Prohibited. No open cellar or basement access way shall be permitted in any sidewalk ~~or alley~~.
- C. Permit Required. The following items may be allowed to be placed on, or encroach on, the sidewalk adjacent to a private property line, subject to a Sidewalk Encroachment Permit pursuant to this section. Any permitted encroachment shall not inhibit the ingress and egress from buildings nor the free flow of pedestrian traffic:
 - (1) In the CENTRAL BUSINESS DISTRICT, as defined in § 38-228. Doors and similar fixtures that swing outward, provided that when fully open, they do not reduce the sidewalk's clear, unobstructed ADA/PROWAG compliant pedestrian passage to less than five (5) feet wide. Outswing doors shall be required to have planters, bollards, or other barriers placed at all times on each side of the door opening, between 18 and 24 inches from each side of the door frame, with the leading edge of such barriers no higher than 27 inches above the walking surface so as to be cane-detectable to persons with vision impairments. The barrier shall be of sufficient size to cover the entire door swing dimension without allowing a gap greater than 12 inches between it and the building, and of sufficient weight to not be easily moved, as illustrated in Figure 208C(1).

FIGURE 208C(1) DOOR DIMENSIONS



- (2) In any Business District, or Residential District adjacent to a Commercial Use, as defined by the Zoning Code (Ch. 44) of the City of Bloomington. The following items may be allowed to occupy a maximum of 50% of the sidewalk directly fronting the building or use with which they are associated, provided they do not reduce the sidewalk's clear, unobstructed ADA/PROWAG compliant pedestrian passage to less than five (5) feet wide, are not within 18 inches of the back of curb, and do not obstruct any fixture or street furniture. In addition, items shall not be placed within ten (10) feet of any marked or unmarked crosswalk, or where the presence of the item obstructs a motorist's view of cross traffic or pedestrians. Any of these items may require the placement of physical barriers on each side to be permitted, to serve as additional visual indication of the obstruction and to be cane-detectable to persons with vision impairments when items themselves do not meet ADA/PROWAG requirements:
- (a) Planters;
 - (b) Hanging planters (attached to building, canopy, or awning);
 - (c) Sidewalk sales (related merchandising and displays);
 - (d) Signs or fixture for advertising purposes, subject to the provisions and permits required by the Sign Code of the City of Bloomington;
 - (e) Awnings and canopies (not more than four feet from the face of the building; eight feet min clearance above sidewalk);
 - (f) Street furniture.
- (3) Permit time limits and fees.
- (a) An application for a Sidewalk Encroachment Permit shall be submitted on a form provided by the Engineering Department, and filed with the same.
 - (b) Permits may be issued for variable durations, depending upon the kind of

encroachment requested. Those of a temporary or seasonal nature, not to exceed nine (9) months, may be—but are not guaranteed to be—granted in succession. Permits for encroachments of a permanent nature shall not be issued without prior permission from the City Engineer, in consultation with the Zoning Administrator.

(c) The City shall charge a permit fee for each permit issued, as set forth in Chapter 1, § 1-125, "Schedule of Fees." If any persons, contractors, utilities or other agencies obstruct a sidewalk without said permit the City shall be empowered to charge a permit fee of double the normal permit fee for the appropriate type of permit.

D. The City Engineer may promulgate administrative rules which relate to the requirements contained in this article. Such rules shall be attached to the permit and be followed by the permittee.

E. Penalty. ~~Whoever shall violate or fail to comply with any of the requirements of this section shall be subject to a penalty of not less than \$3-50 nor more than \$20-500 for each day a violation continues after notice shall constitute a separate offense,; and to the further penalty of \$3 for each day he shall fail or refuse to comply therewith after the first conviction hereunder.~~

F. Exception. Devices commonly known as newspaper boxes or similar devices whereby a person is allowed to remove one or more newspapers or magazines from said device upon depositing therein the purchase price thereof located on sidewalks will be allowed provided such devices meet the following standards:

(1) Such device shall not stand higher than four (4) feet from the ground nor possess any horizontal dimension in excess of two (2) feet;

(2) Such device shall not be located:

(a) In any location in which any part of the device, including any door thereto when opened, extends within 18 inches of the back of curb or edge of street, leaves less than five (5) continuous feet of ADA/PROWAG compliant sidewalk width, or obstructs pedestrian traffic;

(b) Adjacent to any bus stops or any no parking zone anywhere in the City;

(c) Within ten (10) feet of any marked or unmarked crosswalk or where the presence of such a device obstructs a motorist's view of cross traffic or pedestrians;

(d) Within one (1) foot of any building;

(3) Such device shall not be chained to any bench adjacent to a bus stop, tree, traffic signal, traffic control device, including traffic signs, traffic lights, parking meters, or other street furniture;

(4) Such device shall contain a name, address and telephone number of a person to be notified in case of theft, vandalism, nonfunctional condition of the device, or the device's noncompliance with this chapter.

...

~~§ 38-217. [Ch. 38, Sec. 63] Permission to restrict City streets. Reserved.~~

~~A.—All persons, contractors, utilities and other agencies must obtain a Street Closure Permit, and pay any permit fee as set forth in the Schedule of Fees, for any obstruction of all streets, parkways, sidewalks, alleys, or any other public rights-of-way within the City of Bloomington. After notification, failure to obtain a permit as required by this section may result in immediate job stoppage and/or removal of all obstructions from public right-of-way. All Street Closure Permits shall be issued by the Public Works Department. Street Closure Permits shall be divided into two types:~~

~~(1) Permit to obstruct sidewalk, parkway and/or parking lane.~~

~~(2) Permit to obstruct traffic lane.~~

~~B.—The Public Works Department reserves the right to deny any Street Closure Permit during any time when in their judgment the traffic restriction could result in intolerable congestion, accident potential or hazard to workmen or the public. No person, contractor, utility company or other agency will be issued any permit under this chapter if any permit fees requested by this section remain unpaid. Whenever any person to whom such permit may be granted shall fail through either willfulness or neglect to perform any of the conditions or execute any of the requirements of the same he shall forfeit and pay \$75 for each offense; and the said Director of Public Works shall have the further power, in his discretion, to revoke the privileges granted in said permit and require the removal forthwith of all materials, dirt, and rubbish placed upon the occupied portion of the right-of-way.~~

~~...~~

~~§ 38-219. [Ch. 38, Sec. 65] Signs on sidewalks -- penalty. Reserved.~~

~~It shall be unlawful for any person, firm, or corporation to place or maintain or cause to be placed or maintained any sign or fixture for advertising purposes, whether or not the same is stationary or movable, upon or in any sidewalk, street, alley, or other public place in the City. Violations of this section shall subject the offender to a fine of not less than \$5 nor more than \$100 for each offense, and each day any such sign or fixture shall so remain shall be considered a separate offense.~~

~~§ 38-220. [Ch. 38, Sec. 66] Merchandise on sidewalks -- penalty. Reserved.~~

~~A.—Except as otherwise provided in this section, it shall be unlawful for any person to place upon, over or across, or to suspend upon, over or across any sidewalk, street or alley any vegetables, food products, fruits, berries, produce or any other articles of merchandise whatsoever for the purpose of storage, exhibition, sale or offering for sale. The definition of street includes and incorporates all that area within the public right-of-way line including sidewalk, pavement of street right-of-way, parkway, which is defined as that area between the sidewalk and the paved portion of the street, and any additional land whether used for the foregoing or other purposes.~~

~~B.—The provisions of Subsection A above shall not apply to any devices commonly known as newspaper boxes or similar devices whereby a person is allowed to remove one or more newspapers or magazines from said device upon depositing therein the purchase price~~

~~thereof located on sidewalks provided such devices meet the following standards:~~

- ~~(1) Such device shall not stand higher than four feet from the ground nor possess any horizontal dimension in excess of two feet;~~
- ~~(2) Such device shall not be located:
 - ~~(a) In any location in which any part of the device, including any door thereto when opened, extends onto street pavement or leaves less than five continuous feet of sidewalk width or obstructs pedestrian traffic;~~
 - ~~(b) Adjacent to any bus stops or any no parking zone anywhere in the City;~~
 - ~~(c) Within five feet of any intersection where the presence of such a device obstructs a motorist's view of cross traffic or pedestrians;~~
 - ~~(d) Within one foot of any building;~~~~
- ~~(3) Such device shall not be chained to any bench adjacent to a bus stop, tree, traffic signal, traffic control device, including traffic signs, traffic lights or parking meters;~~
- ~~(4) Such device shall contain a name, address and telephone number of a person to be notified in case of theft, vandalism, nonfunctional condition of the device, or the device's noncompliance with this chapter.~~

...

§ 38-223. [Ch. 38, Sec. 69] Storage of personal property, etc., on streets, sidewalks, etc. Reserved.

~~No street, alley or sidewalk shall be used for the storage of personal property, goods, wares or merchandise of any kind or description whatever. No person shall place or cause to be placed in or upon any street, alley or sidewalk any barrel, box, hogshead, crate, package or other obstruction of any kind or description whatsoever and suffer the same to remain thereon.~~

...

§ 38-303. [Ch. 38, Sec. 78] Street closure permits.

A. Permit to Obstruct Sidewalk, Parkway, and/or Parking Lane.

- (1) Any persons, contractors, utilities or other agencies desiring to occupy or otherwise obstruct any portion of a sidewalk, parkway, alley or parking lane located on public right-of-way shall first obtain a permit from the Public Works Department before obstructing said area. This permit shall state the location and nature of the obstruction, the amount of public right-of-way to be occupied, and the length of time to be occupied. All permits issued for this purpose must be obtained 24 hours in advance of the anticipated placement of any materials or obstructions in the permit area. The permit shall include an obligation on the part of the applicant to observe the Code of the City in relation thereto and to protect the City from any liability to any person or persons on account of accident or damage arising from said occupied space and to restore the area to its original condition immediately upon the expiration of the period granted in

said permit.

(2) Permit time limits and fees.

(a) The City shall charge a permit fee for each permit issued. ~~The permit fee shall be based on the length of time the obstruction is to remain. A permit fee of \$25 shall be charged for each permit issued for a period of up to two weeks. If the obstruction is to remain for a period of more than two weeks, but less than one month, a permit fee of \$50 will be charged, as set forth in Chapter 1, § 1-125, "Schedule of Fees" and shall be filed with the Engineering Department.~~ No permit shall be issued for more than a ~~one-month~~ four-week period, without prior permission from the ~~Downtown Traffic Committee (DTC)~~ City Engineer, in consultation with the Zoning Administrator, or the Director of Public Works for areas outside of the Downtown Area.

(b) ~~All sidewalks, parkways, or parking lanes which are obstructed for other than short Periods of time shall require a permit as described in this section.~~ If any persons, contractors, utilities or other agencies obstruct any of these areas on public right-of-way without said permit the Public Works Department shall be empowered to charge a permit fee of double the normal permit fee for the appropriate type of permit.

(3) General traffic control regulations. All permits issued under this section shall include provisions for public protection based on work site circumstances. The requirements, standards, and methods of application for traffic control in all permit areas shall conform with the Illinois Manual on Uniform Traffic Control Devices. Only traffic control devices and applications approved in this manual will be allowed in use within the City of Bloomington. Any variance from these standards without prior permission from the Public Works Department shall be considered a violation of permit conditions and may result in penalties as described in § 38-217.

B. Permit to obstruct traffic lane.

(1) Any persons, contractors, utilities or other agencies desiring to occupy or otherwise obstruct any portion of a traffic lane or lanes located on a public street shall first obtain a permit from the Public Works Department before obstructing said area. This permit shall state the location and nature of the obstruction, the amount of public right-of-way to be occupied and the length of time to be occupied. All permits issued for this purpose must be obtained 24 hours in advance of the anticipated placement of any materials or obstructions in the permit area. The permit shall include an obligation on the part of the applicant to observe the Code of the City in relation thereto and to protect the City from any liability to any person or persons on account of accidental damage arising from said occupied space and to restore the area to its original condition immediately upon the expiration of the period granted in said permit. This type of permit may be written to include the obstruction of sidewalks, parkways and parking lane at no additional fee.

(2) Permit time limits and fees.

(a) The City shall charge a permit fee for each permit issued, as set forth in Chapter 1,

§ 1-125, "Schedule of Fees" and shall be filed with the Engineering Department. The permit fee shall be based on the length of time the obstruction is to remain. A permit fee of \$10 per day shall be charged for each permit. No permit shall be issued for more than a four-week period, without prior permission from the City Engineer, in consultation with the Zoning Administrator.

(b) ~~All traffic lanes which are obstructed for other than short periods of time shall require a permit as described in this section.~~ If any persons, contractors, utilities or other agencies obstruct a traffic lane or part of any traffic lane on City right-of-way without said permit, the Public Works Engineering Department shall be empowered to charge a permit fee of double the normal permit fee for the appropriate type of permit \$20. A failure to obtain a permit, or failure to perform—through either willfulness or neglect—any of the conditions of such permit, or to execute any of the requirements of the same, may result in immediate job stoppage and/or removal of all obstructions from public right-of-way. ~~No Permit shall be issued for more than a thirty-day period without prior permission from the Downtown Traffic Committee (DTC) or the Director of Public Works for areas outside of the Downtown area.~~

(3) General traffic control regulations. All permits issued under this section shall include provisions for public protection based on work site circumstances. The requirement standards and methods of application for traffic control in all permit areas shall conform to the Illinois Manual on Uniform Traffic Control Devices. Only traffic control devices and applications approved in this Manual will be allowed in use within the City of Bloomington. Any variance from these standards without prior permission from the Public Works Engineering Department shall be considered a violation of permit conditions and may result in penalties as described in § 38-217.

C. The City Manager is authorized to establish, by written executive order, guidelines and provisions that allow outdoor dining, which may waive any applicable fees and may be inconsistent with the other provisions of this Article III.