



**City of Bloomington  
City Council  
Regular Session  
February 9, 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  
2/9/2026 - 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. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: None; Presentation Only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto: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](http://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. Public Hearings**
  - A. Public Hearing on the Program Year 2026 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: None; Presentation and Public Hearing Only.) (Presentation by Cordaryl Patrick, Community Impact and Enhancement Department Director & William Bessler, Grants Manager, 10 minutes; and City Council Discussion, 10 minutes.)
- 8. Consent Agenda**

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

  - A. Consideration and Action to Approve the Minutes of the January 12, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
  - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,240,933.21, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
  - C. Consideration and Action on Approving an Appointment to a Board, as requested by the Administration Department.** (Recommended Motion: The proposed Appointment be approved.)

- D. **Consideration and Action on a Resolution Accepting a Grant from McLean County Board of Health for the Implementation of the Fire Department's Community Health Navigator Pilot Program, in the Amount of \$200,000, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving the Purchase of Two Solar Security Trailer Cameras, from Utilitra, in the Amount of \$68,397.78, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution to Authorize Waiving the Formal Bidding Requirements and Approve the Purchase with Acme Sports, Inc., for Walther PDP Pro Handguns for the Bloomington Police Department, in an Amount Not to Exceed \$120,000, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the County of McLean 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.)
- H. **Consideration and Action on a Resolution Approving an Amendment to an Agreement with Thorn Run Partners, LLC, for Federal Lobbying Professional Services, in the Amount of \$288,000, as requested by the Legal Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving an Engineering Services Agreement for the Fox Creek Road and Bridge Project for Motor Fuel Tax (MFT) Funds, with Fehr Graham, in an Amount Not to Exceed \$250,719, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on (1) a Resolution Approving an Agreement with Stark Excavating, Inc., for Fox Creek Road & Bridge Improvements (Bid #2026-11), in the Amount of \$18,247,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Motor Fuel Tax ("MFT") Fund, to Utilize Reserves, in the Amount of \$1,343,465.88, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution and Ordinance be approved.)
- K. **Consideration and Action on (1) a Resolution Approving a Construction Engineering Services Agreement for the Fox Creek Road and Bridge Project for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in the Amount Not to Exceed \$1,614,949, and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Motor Fuel Tax Fund, to Utilize Reserves, in the Amount of \$250,145.35, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution and Ordinance be approved.)
- L. **Consideration and Action on a Resolution Approving the Content of Certain**

**Closed Executive Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department.** (Recommended Motion: The proposed Resolution be approved.)

- M. **Consideration and Action on a Resolution Approving a Worker's Compensation Settlement Involving Former Bloomington Police Department Officer Brent Smallwood, in the Amount of \$276,756.09, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- N. **Consideration and Action on an Ordinance Adopting the Official 2025 Zoning Map for the City of Bloomington, which Supersedes and Replaces the Official 2024 Zoning Map, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- O. **PLACEHOLDER - Ordinance to Amend City Code Chapter \_\_ on Motions to Amend, as requested by the Legal Department.** (Recommended Motion: )
- P. **Consideration and Action on an Application from PopUp, Inc., d/b/a Pop Up Chicken Shop, located at 409 N. Hershey Rd., Requesting Approval 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.)
- Q. **Consideration and Action on an Application from Jayst, Inc., located at 3805 Ballybunion Rd., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- R. **Consideration and Action on an Application from 531 N. Main Pub, LLC, d/b/a Moose's Pub, located at 531 N. Main St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- S. **Consideration and Action on an Application from GJAMN, LLC, d/b/a Bandana's BBQ, located at 305 N. Veteran's Pkwy, Ste. 107, Requesting Approval of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- T. **Consideration and Action on an Ordinance Amending City Code Chapter 2 (Administration), Article II. (City Council), Section \_\_ Regarding the Addition of the Pledge of Allegiance and a Moment of Silence to Committee of the Whole Meeting Agendas, as requested by the Mayor.** (Recommended Motion: The proposed Ordinance be approved.)

## 9. Regular Agenda

- A. **Consideration and Action on a Resolution Approving the Fiscal Year 2027 John M. Scott Health Care Trust Category I and Category II Grant awards and Programmatic Agreements, in the Amount of \$907,055.41, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: The

proposed Resolution be approved.) (Presentation by William Bessler, Grants Manager, and Catherine Porter, John M. Scott Health Care Commission Chairperson, 10 minutes; and City Council Discussion, 10 minutes.)

- B. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirement; and (2) Approving a Three-Year Agreement with Backflow Solutions, Inc. (BSI Online), to Provide Implementation and Hosting Services for the City's Cross-Connection Program, in an Amount Not to Exceed \$156,030, with a \$120,000/Year Revenue Offset, as requested by the Development Services Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Kelly Pfeifer, Development Services Department Director, 7 minutes; and City Council Discussion, 5 minutes.)
- C. **Consideration and Action on a Resolution Establishing the 2026 City Council Strategic Priorities and Guiding Principles for the City of Bloomington, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 15 minutes.)

**10. City Manager's Discussion**

**11. Council Member Discussion**

**12. Mayor's Discussion**

**13. Executive Session**

Council reserves the right to enter into Executive Session per 5 ILCS 120/2. Additional reason(s) that may be cited if deemed necessary.

**14. Adjournment**

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



**Recognition/Appointments Item No. 5.A.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

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

**Recommended Motion:** None; Presentation Only.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** City decisions consistent with plans and policies

**Background:** The included appointments are representative of the Council's approval from the January 26, 2026, Council meeting.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** N/A

**Attachments:**

1. Recognition of Appointments from 012626 Council

# Appointments

Commission for Safe Communities:

- **Cierra Aiden**
- **Ryan Bertrand**
- **John Scott Denton**

# Appointments

Commission for Safe Communities:

- **Elizabeth German**
- **Robert Harris**
- **Cathy Lust**
- **Kaitlyn Selman**



## Public Hearings Item No. 7.A.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Public Hearing on the Program Year 2026 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Community Impact & Enhancement Department.

**Recommended Motion:** None; Presentation and Public Hearing Only.

### **Strategic Plan:**

**Goal 4.** Strong Neighborhoods

**Objective 4b.** Upgraded quality of older housing stock

**Objective 4c.** Preservation of property/home valuations

**Objective 4d.** Improved neighborhood infrastructure

### **Background:**

#### **CDBG General Structure**

On May 1, 2026, the City of Bloomington will begin the 52nd year of administering the Community Development Block Grant ("CDBG") Program, which is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs.

For the City, the CDBG Program is managed by the Community Impact and Enhancement ("CI&E") Department. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed throughout the program year. The period of time for this plan will be from May 1, 2026, to April 30, 2027. Activities each year are based on a Consolidated Plan that outlines the goals and priorities for a five-year period. The current Consolidated Plan covers program years 2025 through 2029. Council approved the 2025-2029 Consolidated Plan on June 3, 2025. The following goals were established by that plan.

- Preservation of Existing Affordable Housing Stock
- Elimination of Slum and Blight Conditions
- Support the Provision of Public Service Activities
- Public Facility and Infrastructure Improvements
- Administer CDBG Effectively and Proficiently

#### **Program Year 2026 Revenue**

Expected revenues for this program year come from three sources: the annual CDBG allocation from HUD, program income from housing rehabilitation loans, and carry-over funds

from previous program years. The AAP was published for public comment before the annual CDBG allocation will be announced by HUD. Therefore, the AAP will be edited once the public comment period closes to reflect the official allocation amount instead of the estimate staff used to prepare the AAP. Revenue sources in the published AAP for Program Year 2026 are listed below.

- CDBG Entitlement Allocation: \$555,000
- Program Income: \$38,000
- Prior Year Resources: \$17,000
- Total Revenue: \$610,000

### **Program Year 2026 Expenses (Activities)**

Program Year 2026 ("PY 2026") is designed to be the foundation for the Department's community revitalization efforts during the year and meet the goals outlined in the Consolidated Plan. The following activities and projects will preserve affordable housing, increase neighborhood attractiveness, provide community partners with critical funding, and increase property values for focused neighborhoods. A summary of the activities and projects associated with the relevant 2025-2029 Consolidated Plan goals are listed below for reference.

#### Preservation of Existing Affordable Housing Stock (\$320,000)

1. Housing Rehabilitation Assistance (\$317,000)
2. Housing Rehabilitation Delivery Costs (\$3,000)

#### Elimination of Slum and Blight Conditions (\$32,000)

1. Residential Housing Demolition (\$32,000)

#### Support the Provision of Public Service Activities(\$84,000)

1. Home Sweet Home Ministries-Street Outreach Program (\$29,000)
2. KTB Financial Services, Inc.-Financial Empowerment Program (\$27,000)
3. Prairie State Legal Services-Housing Services Program (\$13,000)
4. West Bloomington Revitalization Project-Community Operations (\$15,000)

#### Public Facility and Infrastructure Improvements (\$80,000)

1. Housing Authority of the City of Bloomington-Wood Hill Family Apartments Playground Upgrade (\$80,000)

#### Administer CDBG Effectively and Proficiently (\$94,000)

1. General Administration Activities (\$47,000)
2. McLean County Regional Planning Commission-Community Planning (\$37,000)
3. West Bloomington Neighborhood Planning (\$10,000)

Looking at the proposed activities through the lens of the percentage of funding dedicated to the goal, it is clear that CDBG funds are primarily used for housing-related activities. Over 77% of the CDBG funding outlined for the year is dedicated to activities in support of housing (rehabilitation, public facility improvement, some public services, and demolition).

- Preservation of Existing Affordable Housing Stock (52.46%)
- Elimination of Slum and Blight Conditions (5.25%)
- Support the Provision of Public Service Activities (13.77%)
- Public Facility and Infrastructure Improvements (13.11%)
- Administer CDBG Effectively and Proficiently (15.41%)

A Request for Proposal ("RFP") for PY 2026 subrecipient funding was released on 11/17/2025, and applications remained open until 01/05/2026. Applications for public services (including housing, community planning, and administrative functions) and public facilities and infrastructure were submitted using Neighborly software, which facilitates the application and electronic recordkeeping for many CDBG programs. Ten applications for funding were received through this competitive process. The submitted applications were scored by City staff and external scorers based on a standardized scoring rubric, which was made available with the RFP.

### **Notable Changes and Activities for Program Year 2026**

One notable change this program year involved HUD direction that housing legal service activities be classified under public services. This subjects the funding to the 15% statutory cap on public service funding per year. With the change, already limited public service dollars were stretched to meet high-priority needs identified in the 2025-2029 Consolidated Plan.

Beginning with PY 2026, the City will make a programmatic change to the CDBG housing rehabilitation program. Eligibility for the program's general rehabilitation activities will be restricted to the Preservation and Regeneration Areas of the City as defined by the 2015-2035 Comprehensive Plan. The change aligns with the CI&E goal to better focus on the use of limited housing rehabilitation funds. Historically, a large majority of CDBG housing rehabilitation projects occurred within the Regeneration and Preservation areas, but this programmatic change codifies the Department's goal. Emergency rehabilitation needs will not be subject to this new geographic restriction. This change will take effect for all new pre-applications submitted on or after May 1, 2026.

Within the AAP, there is no sidewalk improvement project for PY 2026. The Engineering Department asked for a pause on CDBG sidewalk projects in the upcoming program year due to the volume of other projects that require staff attention. Due to the importance community members placed on sidewalk improvements in the 2025-2029 Consolidated Plan, both Departments will reconvene and evaluate Program Year 2027 opportunities for sidewalk improvement projects.

Additional funding was placed in the Community Planning project for PY 2026. With the additional funding, the City hopes to provide financial support to the West Bloomington Revitalization Project's update to the West Bloomington Neighborhood Plan. The plan was originally created in 2008. Given the age of the plan, initial discussions with community partners have led to the conclusion that an update is needed. While the proposed \$10,000 in CDBG funding will not cover the entirety of the Plan's cost, it is a substantial investment in making the update a reality.

**Community Groups/Interested Persons Contacted:** Extensive efforts were completed to

gather data and feedback from the community for the 2025-2029 Consolidated Plan. The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey (181.91% increase compared to the 2020-2024 Consolidated Plan survey participation rate). Surveys were collected through staff attending over twenty community events and with the support of several community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town of Normal) to gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and (or) provide staff clarification on data from the resident survey or focus groups.

The public comment period for this draft annual action plan will be open through 02/23/2026. A copy of the draft plan is available on the City's website (<https://www.bloomingtonil.gov/departments/community-impact-enhancement/grants-management-division/community-development-block-grant-cdbg/cdbg-public-notice>). A physical copy of the draft plan is available at the Bloomington Public Library, the Community Impact and Enhancement Department Office, and the HUB. Community members wishing to provide public comment outside of the public hearing can email William Bessler at [wbessler@cityblm.org](mailto:wbessler@cityblm.org).

**Financial Impact:** Delay or lack of approval of the Program Year 2026 CDBG Annual Action Plan will result in the loss of \$555,000 in federal grant funding used for programs benefitting low-to-moderate-income households within the City. The CDBG Program is entirely grant-funded. A Fiscal Year 2027 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development.

**Attachments:**

1. Draft CDBG Program Year 2026 Annual Action Plan

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Bloomington is the entity responsible for implementing the 2025-2029 Consolidated Plan, adopted by the Bloomington City Council on June 3, 2025. The Community Impact and Enhancement Department is responsible for managing the City's housing and community development efforts supported with Community Development Block Grant (CDBG) funds. Program Year 2026 will run from May 1, 2026-April 30, 2027, and be the 52nd year the City has implemented the CDBG program.

Geographically, the City of Bloomington encompasses 27.22 square miles of land area within McLean County, the largest county in Illinois. Data from the 2020 Decennial Census places Bloomington's population at 78,680 or 46.02% of the total population of McLean County. According to the 2022 American Community Survey 1-Year Estimate information, Bloomington has a poverty rate of 12.5%, which is .6% higher than the state poverty rate. It is served by 3 interstates, 2 major freight railroads, Amtrak, and the Central Illinois Regional Airport. The majority of the County's social services are located in Bloomington, primarily in or near the downtown area. Bloomington is divided into three ZIP codes (61701, 61704, and 61705). The 2025 Community Health Needs Assessment (CHNA) has identified 61701 as the ZIP code in McLean County with the greatest socioeconomic needs.

The City's 2015-2035 Comprehensive Plan divides the City into four broad areas: Regeneration Area, Preservation Area, Stable Area, and Emerging Area. The programs outlined in this Annual Action Plan will occur primarily in the Regeneration and Preservation Areas, both of which are identified as priority target areas in the 2025-2029 Consolidated Plan.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Please refer to Section AP-20 Annual Action Plan Goals and Objectives for an overview of the goals and objectives to be met during the 2026 Program Year.

#### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City selects projects and activities based on needs identified in the current Consolidated Plan. This will be the second program year of the 2025-2029 Consolidated Plan. The previous Consolidated Plan (2020-2024) accomplished many of the goals outlined despite significant challenges related to the COVID-19 Pandemic, higher than Federal Reserve target inflation rates, supply-chain related issues, and disruptions to the operation of the Central Illinois Continuum of Care. Even with those challenges, housing rehabilitation, public services, demolitions, administrative services, and public facilities & infrastructure improvements occurred throughout the 2020-2024 Consolidated Plan.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

A public comment period will be open from 01/22/2026 through 02/23/2026. A public hearing at the regularly scheduled City Council meeting on 02/09/2026. This public hearing will be open to the public and can make accommodations for community members with different abilities or are not English speaking. Information on the public comment period and the public hearing was made available via City social media channels, the City's website, paper notices at the Community Impact and Enhancement Department Office, and email communications to community stakeholders serving minorities and non-English speaking community members as well.

A copy of the draft Annual Action Plan for Program Year 2026 is available on the City's website, the Community Impact and Enhancement Department, and Bloomington Public Library.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This will be added after the public comment period concludes.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

This will be added after the public comment period concludes.

#### **7. Summary**

This will be added after the public comment period concludes.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BLOOMINGTON	Community Impact and Enhancement Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Bloomington's Community Impact and Enhancement Department (formerly the Economic and Community Development Department) oversees the CDBG program for the City. The Community Impact and Enhancement Department's Grants Management Division has staff members that manage the CDBG program.

**Consolidated Plan Public Contact Information**

Primary Contact

William Bessler

Community Impact and Enhancement Department Grants Manager

wbessler@cityblm.org

309-434-2343

Secondary Contact

Joni Gerard

Grant Specialist

jgerard@cityblm.org

309-434-2450

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The consultation process for the 2025-2029 Consolidated Plan involved a robust community outreach effort that included the following (but was not limited to): resident survey, public meetings, a public hearing, stakeholder focus groups, key informant interviews, and community events to gather feedback. Data from these sources was matched with Census, HUD, and City data to develop a plan based on the priorities described by community members during the outreach effort. This Annual Action Plan was developed to meet the goals and priorities of the 2025-2029 Consolidated Plan.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

City staff is involved in many efforts to address the region housing unit shortage and homeless population. The McLean County Housing Assistance Coalition, formed at the start of the COVID-19 pandemic, originally brought housing providers, service organizations, schools, churches, and government entities together to provide a coordinated response to those affected by the statewide economic shutdown. The coalition provided a way for those with housing assistance funds to share information and make appropriate referrals when necessary. The coalition still meets, although the mission has changed. In Program Year 2025, this coalition changed to become the McLean County HUB of the Central Illinois Continuum of Care (CICoC). The City has been an active participant in this coalition since inception.

The City also has representation on the Behavioral Health Coordinating Council (BHCC). The Council is charged with making funding recommendations for projects that support the McLean County Mental Health Action Plan. The need for more permanent supportive housing is one of the areas identified within the action plan and was a priority for the 2025 grant cycle. BHCC also oversees the Frequent Users System Engagement (FUSE) program. FUSE provides intensive wrap-around services for the highest users of emergency rooms, jails, shelters, and systems of care with the goal of breaking the cycle of homelessness.

The City maintains a partnership with the Housing Authority of the City of Bloomington to better serve public housing residents and housing choice voucher recipients. This partnership includes using CDBG funds for self-sufficiency training and using outreach tools to connect residents with the City's Housing and Resource Fair.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Homeless services has been a high priority for the City CDBG program for many years. CDBG funding has been used to support staffing for outreach services and case management for those experiencing homelessness and rent/utility assistance to prevent homelessness. Partner organizations providing these services include PATH and Home Sweet Home Ministries. The City has also supported facility improvements at Home Sweet Home Ministry emergency shelter.

Home Sweet Home Ministries and the Salvation Army are the local congregate emergency shelters connected with the Central Illinois Continuum of Care McLean County HUB. The Salvation Army's Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and serves adult men, women, and families with dependent children. However, the number of family units are very limited.

Brightpoint's Crisis Nursery provides emergency shelter for children from birth to six years of age but is not able to provide shelter for their parents/caregivers. The Regional Office of Education, Unit 5, and District 87 have funding to support families at-risk of homelessness or currently experiencing homelessness. Additionally, McKinney Vento Homeless Liaisons ensure children experiencing homelessness have transportation to school, supplies, and additional supports as needed.

Project Oz provides 24-hour crisis intervention services to run away, locked out, and precariously housed youth between the ages of 10-23 in McLean and Livingston Counties. Project Oz offers mediation, family reunification, emergency placement, and follow up counseling and case management services. In addition, outreach services are offered to precariously housed youth. Project Oz manages a transitional living program through which they provide 30 beds--nine of which are specifically available to pregnant and parenting individuals.

Salvation Army provides many programs that support veterans including transitional housing, intensive case management, rent and utility assistance, and other wrap around services. Each program has different eligibility criteria, helping to ensure that assistance is available no matter the individual's circumstances. Many of the programs are designed to build on the support provided through other programs. For instance, the Supportive Services for Veteran Families (SSVF) is a housing first program that includes intensive case management and wrap around services until the veteran is stably housed. Within SSVF is the Shallow Subsidy program that provides rental assistance for up to 2 years for low-income veteran households. The efforts of Salvation Army and other organizations to support veterans experiencing a housing crisis, have proven very successful. In 2019, the Central Illinois Continuum of Care was recognized by HUD and the US Department of Veterans Affairs for effectively ending homelessness for veterans.

Staff from the City's Community Impact and Enhancement Department also are on the governing board for the CICoC. Additional City staff from the department assist with other CICoC functions and regularly attend meetings to hear from service providers.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Staff from the City's Community Impact and Enhancement Department are on the governing board for the CCoC. Additional City staff from the department assist with other CCoC functions and regularly attend meetings to hear from service providers. The City does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	City of Bloomington Parks and Recreation Department
	<b>Agency/Group/Organization Type</b>	Other government - Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Parks and Recreation Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Community Impact and Enhancement Department staff worked with staff from the Parks and Recreation Department.
2	<b>Agency/Group/Organization</b>	BLOOMINGTON HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City and the Housing Authority of the City of Bloomington participate in the McLean County Regional Housing Advisory Committee and other regional housing efforts. One of the primary focus areas of the McLean County Regional Housing Advisory Committee is to preserve the current affordable housing stock-including publicly supported housing.
3	<b>Agency/Group/Organization</b>	McLean County Regional Planning Commission
	<b>Agency/Group/Organization Type</b>	Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The McLean County Regional Planning Commission (MCRPC) facilitates the Regional Housing Advisory Committee and other regional housing efforts. MCRPC provides valuable data and research with community planning funding. This data is incorporated into the analysis of needs and funding allocations for PY2026.
4	<b>Agency/Group/Organization</b>	City of Bloomington-Engineering Department
	<b>Agency/Group/Organization Type</b>	Other government - Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Public Infrastructure
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Community Impact and Enhancement Department works with the City's Engineering Department on public infrastructure improvements.
5	<b>Agency/Group/Organization</b>	The Center for Human Services
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Center for Human Services is the CoC lead. The City works with the organization on services for unhoused community members.

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Center for Human Services	The Continuum of Care works to support homeless individuals achieve self-sufficiency. These goals align with the 2025-2029 Consolidated Plan.
McLean County Housing Recovery Plan	McLean County Regional Planning Commission	The study, made possible from funding by the Illinois Department of Commerce and Economic Opportunity, outlines the impact of the COVID-19 Pandemic on housing in McLean County. Additionally, the plan includes recent data on housing needs in the county and policy recommendations for addressing housing problems and opportunities.
City of Bloomington Comprehensive Plan	City of Bloomington	The Comprehensive Plan focuses on housing, economic development, land use, transportation, health, community facilities, services and other related topics.
McLean County Community Health Needs Assessment	McLean County Health Department	The Community Health Needs Assessment discusses sets the public health priorities for the County, with special focus on special needs populations.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The City works with a variety of community partners throughout the program year to understand community needs and determine the most effective manner to allocate limited funds.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The consultation process for the 2025-2029 Consolidated Plan involved a robust community outreach effort that included the following (but was not limited to): resident survey, public meetings, a public hearing, stakeholder focus groups, key informant interviews, and community events to gather feedback. Data from these sources was matched with Census, HUD, and City data to develop a plan based on the priorities described by community members during the outreach effort. This Annual Action Plan was developed to meet the goals and priorities of the 2025-2029 Consolidated Plan.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	A public hearing will be held on February 9, 2026, during the regularly scheduled Bloomington City Council meeting.	This will be updated once the public comment period has been completed.	This will be updated once the public comment period has been completed.	
2	Newspaper Ad	Non-targeted/broad community	Notice of the public comment period and public hearing was published in the Pantagraph on January 6, 2026.	This will be updated once the public comment period has been completed.	This will be updated once the public comment period has been completed.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities  Non-English Speaking - Specify other language: Spanish  Social Service Organizations	An email with information on the public hearing, public comment period, and Program Year 2026 Annual Action Plan was sent to social service agencies serving Bloomington.	This will be updated once the public comment period has been completed.	This will be updated once the public comment period has been completed.	
5	Internet Outreach	Non-targeted/broad community	The Program Year 2026 Annual Action Plan is posted on the City's website during the public comment period.	This will be updated once the public comment period has been completed.	This will be updated once the public comment period has been completed.	
6	Physical Copies of the Draft Plan Available	Non-targeted/broad community	A physical copy of the draft plan is available at the Bloomington Public Library, the City's HUB, and the Community Impact and Enhancement Department office.	This will be updated once the public comment period has been completed.	This will be updated once the public comment period has been completed.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City will use Program Year 2026 CDBG entitlement funding, program income from previous housing rehabilitation activities, and unused prior program year entitlement resources from Program Year 2024 and Program Year 2025.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	555,000.00	38,000.00	17,000.00	610,000.00	1,740,000.00	Program income from housing rehabilitation loans is estimated using data from previous program years. Prior year resources will come from unexpended CDBG entitlement funds from previous program years (2024 and 2025).

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

**matching requirements will be satisfied**

The City will continue to leverage CDBG funding for housing rehabilitation to expand our footprint using Illinois Housing Development Authority (IHDA) funds. The source of that funding is IHDA's Home Repair and Accessibility Program (HRAP), which provides up to \$50,000 per unit for housing rehabilitation work (hard and soft costs). We anticipate completing 4-6 housing rehabilitation projects with HRAP funding during PY2026. Some CDBG housing rehabilitation funds will be used as match for some of the City's Lead-Based Paint Hazard Reduction and Healthy Homes Program (funded by HUD) projects as well. Both program have allowed the City to gain additional housing rehabilitation funding.

CDBG demolition funds have also allowed the City to capture additional funds from IHDA's Strong Communities Program (SCP). The SCP funding allows the City to pay for additional demolition of vacant and abandoned properties to create more opportunity for infill development of new affordable housing units.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Typically, the City owns several properties slated for demolition. If cleared with CDBG funds and the parcel is buildable, the property is donated to Habitat for Humanity McLean County, or another non-profit organization, for in-fill development of affordable housing. When these properties do not meet the criteria for demolition, the property is donated to a local not-for-profit organization such as YouthBuild or Dreams Are Possible for rehabilitation and resale to an income-qualified household. The non-profit also has the option of renting to an income-qualified household.

**Discussion**

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies to leverage funding in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low-to-moderate income residents. We will also continue to seek non-CDBG funding to meet priority needs, as capacity allows.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of Existing Affordable Housing Stock	2025	2029	Affordable Housing Public Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Affordable Housing Rehabilitation	CDBG: \$320,000.00	Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 6 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Elimination of Slum and Blight Conditions	2025	2029	Affordable Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Affordable Housing Rehabilitation	CDBG: \$32,000.00	Buildings Demolished: 1 Buildings
3	Support the Provision of Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Housing Services	CDBG: \$84,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 2324 Persons Assisted Homelessness Prevention: 50 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facility and Infrastructure Improvements	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Street Improvements Sidewalk Improvements Homeless Facilities and Shelter Improvements	CDBG: \$80,000.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
5	Administer CDBG Effectively and Proficiently	2025	2029	Non-Housing Community Development Housing Services, Section 3 Training, and Community Planning	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington	Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements	CDBG: \$94,000.00	

**Table 6 – Goals Summary**

**Goal Descriptions**

1	<b>Goal Name</b>	Preservation of Existing Affordable Housing Stock
	<b>Goal Description</b>	<p>The City will undertake several programs designed to preserve the existing affordable housing stock throughout the 2026 Program Year. Typically, traditional housing rehabilitation work will be financed through 0% interest, five-year forgivable loans. Loans are usually capped at \$30,000 and include hard costs only. Lead-based paint hazard mitigation or abatement and other soft costs will be covered by a grant to the community member served. CDBG funds will also help complete rehabilitation work on some properties that are a part of the City's Lead-Based Paint Hazard Reduction and Healthy Homes program funded by HUD. This will be financed through grants to the unit owner. Water and sewer service costs will also be covered for lots that Habitat for Humanity owns and is building affordable housing units for low-to-moderate income households. The City also operates an Emergency Program for qualifying residents for emergency rehabilitation or repairs to air conditioning, furnaces, water heaters, and sewer (and water) service.</p> <p>Beginning in Program Year 2026, new applications for CDBG housing rehabilitation, minus applications for the Emergency Program, must come from the City's Regeneration or Preservation Areas as defined by the 2015-2035 Comprehensive Plan.</p>
2	<b>Goal Name</b>	Elimination of Slum and Blight Conditions
	<b>Goal Description</b>	<p>Demolition and clearance activities will be limited to vacant and abandoned residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for use consistent with CDBG national objectives. CDBG funds will be leveraged with other state resources from the Illinois Housing Development Authority for abandoned properties.</p>

<b>3</b>	<b>Goal Name</b>	Support the Provision of Public Services
	<b>Goal Description</b>	<p>The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2026 Program Year. Program partners for Program Year 2026 include the following organizations and programs.</p> <ul style="list-style-type: none"> <li>• Home Sweet Home Ministries Street Outreach Program for unhoused community members.</li> <li>• KTB Financial Services, Inc. for financial and homeless prevention services for disabled and senior residents.</li> <li>• Prairie State Legal Services for housing services provided to low-to-moderate income community members.</li> <li>• West Bloomington Revitalization Project for community revitalization services in West Bloomington.</li> </ul>
<b>4</b>	<b>Goal Name</b>	Public Facility and Infrastructure Improvements
	<b>Goal Description</b>	CDBG funds will support a public facility improvement for the Housing Authority of the City of Bloomington's Wood Hill Towers facility.
<b>5</b>	<b>Goal Name</b>	Administer CDBG Effectively and Proficiently
	<b>Goal Description</b>	The City strives to improve the implementation and effectiveness of CDBG funded activities throughout the 2026 Program Year. Through the Administration and Planning goal, the City will support Section 3 opportunities, regional community planning efforts, and general administration of the CDBG program. This goal also sets aside funding for the potential development of an updated strategic plan for the West Bloomington Revitalization Project to assist with the City's community revitalization efforts.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Projects were selected based on the relationship to the priorities areas identified in the 2025-2029 Consolidated Plan.

If the annual allocation amount should exceed the estimate, the City will prioritize adding funding to the PY2026 Public Services project up to the cap of fifteen percent (15%). Funding would be prioritized to Prairie State Legal Services, Home Sweet Home Ministries, KTB Financial Services, Inc., and the West Bloomington Revitalization Project in that order. Once the public service funding cap was feasibly reached, additional funding would be transferred to PY2026 Housing Rehabilitation Assistance.

If the annual allocation amount should be less than the estimate, funding will be decreased on projects to ensure compliance on public service and administration funding caps. After that is achieved, cuts of up to \$10,000 will be done to the Wood Hill Family Apartments Playground Improvement. If additional reductions are needed, they will be completed by reducing the PY2026 Housing Rehabilitation Assistance and PY2026 Residential Housing Demolition at the discretion of the Community Impact and Enhancement Department.

#### Projects

#	Project Name
1	PY2026 Housing Rehabilitation Assistance
2	PY2026 Housing Rehabilitation Delivery
3	PY2026 Residential Housing Demolition
4	PY2026 Public Services
5	PY2026 CDBG General Administration
6	PY2026 CDBG Community Planning
7	Wood Hill Family Apartments Playground Upgrade

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City selected these projects based on the needs and goals identified during the 2025-2029 Consolidated Plan process. These projects will support the needs of low-to-moderate income residents of the City and provide funding to address residents with unserved needs. Continued challenges related to rising costs and changing Federal regulations were identified as obstacles in Program Year 2025, but

the City worked to overcome those challenges as much as possible.

Currently, McLean County has a considerable shortage of housing units, which includes a shortage of affordable housing units. This housing shortage has caused an increase in rental rates and home prices, which has placed a financial burden on many low-to-moderate income community members. The City's CDBG housing rehabilitation program does help keep affordable housing units safe and available for low-to-moderate income community members--an important service in this housing market. Without the housing rehabilitation program offered by the City's CDBG program, many homeowners would not be able to afford repairs to address serious health, life, safety, and code compliance issues in their homes.

Continued challenges related to the rebuilding of the Central Illinois Continuum of Care (CICoC) continues to be a work in progress. Ensuring the CICoC is operating well is critical to making sure all residents have a safe, accessible, and affordable place to call home. Recent changes to the NOFO released by HUD are likely to cause significant disruptions to the service provider network within the CICoC.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	PY2026 Housing Rehabilitation Assistance
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of Existing Affordable Housing Stock
	<b>Needs Addressed</b>	Affordable Housing Rehabilitation
	<b>Funding</b>	CDBG: \$317,000.00
	<b>Description</b>	Activities completed under this project will include moderate rehabilitation to address health, life, safety, accessibility, and code compliance issues in owner-occupied housing units. Owners will meet income and other program qualifications to receive assistance through CDBG funds. CDBG funds can cover renter-occupied units if the funds are used to support the Lead-Based Paint Hazard Reduction and Healthy Homes Program. This project may also support the installation of new water service for Habitat for Humanity affordable housing builds.
	<b>Target Date</b>	4/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Housing rehabilitation activities will be performed at housing units owned and (or) occupied by income-qualified residents. The City anticipates completing seven (7) housing rehabilitation activities during the program year with CDBG funds.
	<b>Location Description</b>	The homeowner rehabilitation program is open to all qualified residents in the City the Regeneration and Preservation Areas as defined by the City's 2015-2035 Comprehensive Plan for all applications starting in Program Year 2026. The CDBG emergency repairs and rehabilitation program is available to qualified residents within the corporate boundaries of the City.
<b>Planned Activities</b>		
2	<b>Project Name</b>	PY2026 Housing Rehabilitation Delivery
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	<b>Goals Supported</b>	Preservation of Existing Affordable Housing Stock
	<b>Needs Addressed</b>	Affordable Housing Rehabilitation
	<b>Funding</b>	CDBG: \$3,000.00

	<b>Description</b>	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, professional development for rehabilitation staff, fees associated with software for rehabilitation project management and procurement.
	<b>Target Date</b>	4/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>3</b>	<b>Project Name</b>	PY2026 Residential Housing Demolition
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	<b>Goals Supported</b>	Elimination of Slum and Blight Conditions
	<b>Needs Addressed</b>	Affordable Housing Rehabilitation
	<b>Funding</b>	CDBG: \$32,000.00
	<b>Description</b>	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to vacant and abandoned residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity of McLean County. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space.
	<b>Target Date</b>	4/30/2027

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	To be determined.
	<b>Planned Activities</b>	
<b>4</b>	<b>Project Name</b>	PY2026 Public Services
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	<b>Goals Supported</b>	Support the Provision of Public Services
	<b>Needs Addressed</b>	Homeless Services Housing Services
	<b>Funding</b>	CDBG: \$84,000.00
	<b>Description</b>	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2026 Program Year. All funding is subject to a competitive application process. The following organizations will be funded. -Home Sweet Home Ministries Street Outreach Program (\$29,000.00)-KTB Financial Services, Inc. for Financial Empowerment Program (\$27,000.00)-Prairie State Legal Services Housing Services Program (\$13,000.00)-West Bloomington Revitalization Project Community Operations (\$15,000.00)
	<b>Target Date</b>	4/30/2027

<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p>	<p>The City will support non-profit organizations serving low-to-moderate income Bloomington residents. The following are estimates for the number of households that will be served by the following subawardees.</p> <ul style="list-style-type: none"> <li>• Home Sweet Home Ministries Street Outreach Program: 50 households</li> <li>• KTB Financial Services, Inc. for Financial Empowerment Program: 140 households</li> <li>• Prairie State Legal Services Housing Services Program: 14 Households</li> <li>• West Bloomington Revitalization Project Community Operations: 2,170 (based on Census Tracts)</li> </ul>								
<p><b>Location Description</b></p>									
<p><b>Planned Activities</b></p>	<p>Home Sweet Home Ministries will provide homeless street outreach services to engage and provide services to some of the most vulnerable community members. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens. KTB Financial assists low-to-moderate income households with services geared towards financial security and self-sufficiency, which also helps prevent homelessness. Prairie State Legal Services will provide legal services related to housing and complete community outreach to educate residents about legal issues related to housing.</p>								
<p><b>5</b></p>	<table border="1"> <tr> <td data-bbox="235 1247 532 1304"> <p><b>Project Name</b></p> </td> <td data-bbox="532 1247 1430 1304"> <p>PY2026 CDBG General Administration</p> </td> </tr> <tr> <td data-bbox="235 1304 532 1482"> <p><b>Target Area</b></p> </td> <td data-bbox="532 1304 1430 1482"> <p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p> </td> </tr> <tr> <td data-bbox="235 1482 532 1703"> <p><b>Goals Supported</b></p> </td> <td data-bbox="532 1482 1430 1703"> <p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p> </td> </tr> <tr> <td data-bbox="235 1703 532 1879"> <p><b>Needs Addressed</b></p> </td> <td data-bbox="532 1703 1430 1879"> <p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p> </td> </tr> </table>	<p><b>Project Name</b></p>	<p>PY2026 CDBG General Administration</p>	<p><b>Target Area</b></p>	<p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p>	<p><b>Goals Supported</b></p>	<p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p>	<p><b>Needs Addressed</b></p>	<p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p>
<p><b>Project Name</b></p>	<p>PY2026 CDBG General Administration</p>								
<p><b>Target Area</b></p>	<p>LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington</p>								
<p><b>Goals Supported</b></p>	<p>Preservation of Existing Affordable Housing Stock Elimination of Slum and Blight Conditions Support the Provision of Public Services Public Facility and Infrastructure Improvements Administer CDBG Effectively and Proficiently</p>								
<p><b>Needs Addressed</b></p>	<p>Homeless Services Affordable Housing Rehabilitation Housing Services Homeless Facilities and Shelter Improvements</p>								

	<b>Funding</b>	CDBG: \$47,000.00
	<b>Description</b>	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, grants management software, advertising, and postage.
	<b>Target Date</b>	4/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>6</b>	<b>Project Name</b>	PY2026 CDBG Community Planning
	<b>Target Area</b>	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP South Central Bloomington
	<b>Goals Supported</b>	Administer CDBG Effectively and Proficiently
	<b>Needs Addressed</b>	Affordable Housing Rehabilitation Housing Services
	<b>Funding</b>	CDBG: \$47,000.00
	<b>Description</b>	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan. This project also sets aside funding for the potential development of an updated strategic plan for the West Bloomington Revitalization Project to assist with the City's community revitalization efforts.
	<b>Target Date</b>	4/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Planning activity only.
	<b>Location Description</b>	
	<b>Planned Activities</b>	

7	<b>Project Name</b>	Wood Hill Family Apartments Playground Upgrade
	<b>Target Area</b>	South Central Bloomington
	<b>Goals Supported</b>	Public Facility and Infrastructure Improvements
	<b>Needs Addressed</b>	Affordable Housing Rehabilitation
	<b>Funding</b>	CDBG: \$80,000.00
	<b>Description</b>	This project will support the renovation of the playground at Wood Hill Family Apartments to improve the safety and accessibility of the public housing site. The site has fifty (50) units of public housing.
	<b>Target Date</b>	4/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The public housing site has fifty (50) housing units.
	<b>Location Description</b>	300 Block of East Wood Street, Bloomington, IL 61701
	<b>Planned Activities</b>	The project will consist of removal of existing play structure and two swing sets, excavation of topsoil, installation of landscape barrier, installation of wood chips or other soft surface, and installation of new play structure and swing sets. If project budget allows, the scope may include the repair, replacement, and/or enhancement of outdoor lighting. All apartments at the 50-unit Wood Hill Family Apartments have at least two bedrooms and as such are typically occupied by families with children. All households residing at Wood Hill Family Apartments meet the low- or moderate-income qualification. The project will be completed by staff of the Housing Authority of the City of Bloomington who will procure and contract out for installation and related site work.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Infrastructure and housing stock is aging and in need of replacement and improvements.

#### Geographic Distribution

Target Area	Percentage of Funds
LMA Preservation Area	30
WBRP Service Area	30
LMA Regeneration Area - Outside WBRP	20
South Central Bloomington	20

Table 8 - Geographic Distribution

#### Rationale for the priorities for allocating investments geographically

During the outreach process conducted for the development of the 2025-2029 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area. More generally resident feedback and data analysis showed that general community development needs in the Regeneration Area, Preservation Area, and South Central Bloomington. Both the Regeneration Area and Preservation Area are defined in the City's 2015-2035 Comprehensive Plan.

Program Year 2026 will be the first program year where the City restricts non-emergency CDBG housing rehabilitation applications to the Regeneration and Preservation areas as defined by the City's 2015-2035 Comprehensive Plan.

#### Discussion

An estimation of the geographic distribution is difficult. However, the City attempted to estimate the distribution based on housing rehabilitation, demolition, and public facility improvement activities. Anticipated activities in Program Year 2026 and historical data were used for this estimation.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Although CDBG funds cannot generally be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan. Additionally, abandoned and vacant properties meeting the criteria for demolition will be donated to Habitat for Humanity of McLean County for the construction of new affordable housing units if the parcel is buildable.

The CDBG housing rehabilitation program also keeps affordable housing units available through the housing rehabilitation program.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	7
Special-Needs	0
Total	7

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	7

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects.

New Habitat for Humanity Single-Family Homes: 1 Unit

Housing Rehabilitation Assistance (Owner-Occupied Housing Rehabilitation): 6 Units

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Housing Authority of the City of Bloomington (BHA) is committed to providing quality housing and services to its public housing and Housing Choice Voucher Program residents.

### **Actions planned during the next year to address the needs to public housing**

The City will provide Section 3 job training programming to public housing and housing choice voucher recipients with general administration funding. To accomplish this activity, the City will partner with the Housing Authority of the City of Bloomington.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The housing authority provides several ongoing opportunities for resident involvement and has a resident services department. Resident engagement is a significant part of this department's responsibilities.

The department also provides support and enrichment opportunities (i.e., Family Self-Sufficiency (FSS), Resident Opportunities for Self-Sufficiency (ROSS), CDBG-funded job training, holiday gift baskets distribution, gardening and other recreation opportunities, etc.). These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. Bloomington Housing Authority has two (2) computer labs for the convenience of residents. They are located at Wood Hill Towers and the Robert Bowen Center in Holton Homes. The computer labs offer computer classes, after-school programs, nutrition programs, income tax assistance, assistance with resume development, employment search and much more. The labs also host special events such as Health Fairs, Back to School parties and Family Fun Nights. Youth ages five (5) and up are invited to participate in an after-school tutoring program. After tutoring, the students participate in the "Best of All" 4H Club. To ensure that residents receive the assistance they need, BHA partners with the Regional Office of Education, Career Link, VITA (Volunteer Income Tax Assistance), University of Illinois Cooperative Extension and many others.

The City provides funding for Section 3 activities that support basic financial and employment education. This reflects the City's commitment to supporting the fundamental building blocks of homeownership for public housing residents. Without a stable financial and employment foundation, homeownership is less likely to be a successful endeavor. Our hope is that this fundamental approach that helps stabilize income and financial matters will enable successful homeownership for public housing residents.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

### **provided or other assistance**

The Housing Authority of the City of Bloomington is not designated as "troubled."

### **Discussion**

The City has a long-standing partnership with the Housing Authority of the City of Bloomington. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. During the creation of the 2025-2029 Consolidated Plan, the Housing Authority of the City of Bloomington participated in the steering committee that assisted the City and the Town of Normal with the outreach and building of the plan.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Over the past few years, the Central Illinois Continuum of Care lead agency experienced many key staff changes that resulted in a loss of institutional knowledge and, eventually, the breakdown of the Continuum. At the request of HUD, City and Town staff worked closely with the lead agency and few remaining board members to engage in frank discussions regarding the future of the Continuum. The board had three options before them: disband, merge, or restructure. With the rising homeless population across the Continuum, disbanding was immediately removed as an option. Merging with another Continuum presented multiple challenges and raised concerns over potential loss of funding in the future. That left restructuring as the only viable option. Steps to creating a new, improved Central Illinois Continuum of Care first started with a change in the lead organization and diversification of key roles across organizations. The McLean County Center for Human Services serves as the Collaborative Applicant and houses the COC Coordinator. Providing Access to Help (PATH) houses the HMIS and Coordinated Entry programs. Previously, one staff person was tasked with performing all of these roles. The second step to restructuring is developing a strong, engaged board and active committees.

In Program Year 2025, the CCoC worked through rebuilding the CCoC. Technical advisors and consultants have been working with the CCoC to improve processes, rework policies, and build a strategy to best serve the communities served. This work will continue into Program Year 2026.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City has used CDBG funding to support homeless services for many years. Since Program Year 2024, the City, in partnership with the Town of Normal, funded a street outreach position with Home Sweet Home Ministries to serve unsheltered homeless community members. This partnership will continue throughout this Consolidated Plan period and in Program Year 2026. The City is also an active participant in the Central Illinois Continuum of Care (CCoC). This helps the City stay informed and provide the best support to the CCoC, which ultimately supports sheltered and unsheltered community members.

On a 24/7 basis, people on the streets, in shelters, or in transitional housing, can dial 211 and receive immediate support, assessment and reach Coordinated Entry staff. Given the CoC's no-wrong-door approach, someone experiencing homelessness can present anywhere and access referrals and assistance. Many people experiencing homelessness have their needs assessed through case management once they have entered into emergency shelter at Home Sweet Home Ministries, Salvation

Army Safe Harbor, Neville House, Crisis Nursery, or Project Oz.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Home Sweet Home Ministries and the Salvation Army are the local congregated emergency shelters connected with the Central Illinois Continuum of Care – McLean County HUB. The Salvation Army's Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and serves adult men, women, and families with dependent children. However, the number of family units is very limited.

Brightpoint's Crisis Nursery provides emergency shelter for children from birth to six years of age but is not able to provide shelter for their parents/caregivers. The Regional Office of Education, Unit 5, and District 87 have funding to support families at-risk of homelessness or currently experiencing homelessness. Additionally, McKinney Vento Homeless Liaisons ensure children experiencing homelessness have transportation to school, supplies, and additional supports as needed.

Project Oz provides 24-hour crisis intervention services to run away, locked out, and precariously housed youth between the ages of 10-23 in McLean and Livingston Counties. Project Oz offers mediation, family reunification, emergency placement, and follow up counseling and case management services. In addition, outreach services are offered to precariously housed youth. Project Oz manages a transitional living program through which they provide 30 beds - nine of which are specifically available to pregnant and parenting individuals.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The systems and infrastructure in place to help people experiencing homelessness have been described above. In terms of moving people to housing in the shortest amount of time, rapid rehousing programs have been the avenue to success for particular clients experiencing homelessness. Those clients who need the least amount of support can get quickly rehoused, in most cases. Outside of the rapid rehousing program, townships and community action agencies may have funds for first month's rent and deposit. The outreach worker maintains a listing of available housing, including the requirements of each landlord. This list is updated every other week and made available to those seeking rental housing.

The Bloomington Housing Authority (BHA) has a prioritization policy for people experiencing homelessness. For those experiencing homelessness, BHA has more flexibility with entrance requirements such as to prior evictions and poor landlord references. Other affordable housing

complexes understand the great importance of housing people quickly and have been receptive to receiving referrals for homeless individuals and families.

The Coordinated Entry system for the Central Illinois Continuum of Care keeps track of all the individuals on the Prioritization List on at least a monthly basis. Referrals are made to local transitional housing and permanent supportive housing projects. Recycling Furniture for Families assists with free household items that help make the new housing a home.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Through the 2-1-1 system and the Mid Central Community Action (MCCA) Housing Navigator, community members seeking these services are connected or referred to other social services that will be able to assist them.

The CCoC is currently working on efforts to improve and streamline the Coordinated Entry system and HMIS data entry to better serve unhoused community members within the continuum's service area. These improvements will help other service providers keep folks from becoming unhoused as well.

## **Discussion**

The City maintains close partnerships with organizations serving unhoused community members. While the CCoC has been through turmoil in recent years, there has been progress towards better operations. However, changes to recent NOFOs, regulatory modifications, and reductions in staffing and technical assistance contracts have hampered efforts to rebuild. The City remains committed to helping CCoC providers, supporting CCoC operations, and serving unhoused community members.

In January 2026, Home Sweet Home Ministries opened the first non-congregate shelter village for unhoused community members in McLean County. The Bridge is a major improvement in McLean County's social service infrastructure and will be an important benefit for the City of Bloomington. It will consist of 48 sleeping cabins able to accommodate up to 56 adults, a community building with a kitchen, living room area and offices for service providers, and a bathhouse. CDBG funding from the City for the agency's Street Outreach Program will help get residents experiencing homelessness to services that may lead to a home at the Bridge. Other services will be provided to residents of the Bridge as well by other non-profit partners in the community.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the 2025-2029 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City operates homeowner housing rehabilitation programs for low-to-moderate income residents, including one program funded with CDBG dollars. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under five-year forgivable loans or grants, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG and IHDA funded projects.

The Regional Housing Staff Committee also monitors and encourages the Low Income Housing Tax Credit (LIHTC) tool as an option for developers. This committee provides continual updates on the number of units supported through this program to City staff as well.

### **Discussion:**

The City will continue to review and develop at policy changes and other programs than can further reduce barriers to affordable housing.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City plans the annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created and (or) maintained to ensure the services are available to those most in need.

### **Actions planned to address obstacles to meeting underserved needs**

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continues to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2025-2029 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meet the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust, managed by the City, provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grant Specialist's job duties. The Staff Administrator serves as a liaison between the John M. Scott Health Care Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2027, which runs parallel to the 2026 CDBG Program Year, the Trust will invest over \$900,000 into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

### **Actions planned to foster and maintain affordable housing**

Preservation of the existing affordable housing stock and the creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. Over fifty percent (50%) of funding included in this plan will be dedicated to these projects. If homeless services are included, over sixty percent (60%) of the funds in this Annual Action Plan are dedicated to affordable housing or homeless services. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant

portion of the affordable housing stock, especially for those households with extremely low incomes. Additionally, these committees have begun to explore how land use policy changes can encourage development, including affordable housing development, in established neighborhoods within the City through infill development.

### **Actions planned to reduce lead-based paint hazards**

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training at least every five years at no cost to the contractor. A training was held in April 2021 resulting in 26 new (or renewed) certifications. In October 2024, the City held a RRP training course with over 20 participants. Additional RRP trainings will be considered and evaluated based on demand from local contractors.

The City also has funding from the HUD Lead-Based Paint Hazard Control and Healthy Housing grant program. The period of performance for the grant started on January 4, 2021. Originally, this grant was supposed to be for 42 months, but the City secured two (2) twelve (12) month extensions. Currently, the grant's period of performance will conclude on July 3, 2026. The CDBG housing rehabilitation program often eliminates lead-based paint hazards during traditional rehabilitation projects.

### **Actions planned to reduce the number of poverty-level families**

The City will provide Section 3 training opportunities to public housing residents and housing choice voucher recipients in partnership with the Housing Authority of the City of Bloomington. This will support a housing and resource fair along with job training. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase facetime with the businesses most likely to employ individuals with those skills.

Homeownership is traditionally the greatest source of an individual's wealth. The City's various housing rehabilitation programs provide low-to-moderate income homeowners the opportunity to preserve their greatest asset. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program (HRAP). Through the IHDA HRAP program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan. There are times when CDBG and IHDA funds are combined to meet the needs of significant rehabilitation projects for low income households.

### **Actions planned to develop institutional structure**

With a variety of staff transitions at key local organizations, City staff has, and will continue, to build

partnerships to better serve the community. The City continues to partner with the McLean County Regional Planning Commission (MCRPC) on community planning initiatives. This partnership helps provide critical information to community members, stakeholders, elected officials, and business partners. In addition to MCRPC, the City maintains a partnership with Habitat for Humanity of McLean County to assist in the development of new affordable housing units from demolition projects involving vacant and abandoned properties.

Through the John M. Scott Health Care Trust grant program, the City continues to build strong partnerships with community organizations serving underserved community members. A multitude of local organizations are funded each year with this program. Grants are awarded for general health care operations, capital improvements, and health care programs.

The City is actively engaged with other community organizations, such as the West Bloomington Revitalization Project (WBRP), Strong Towns BloNo, the Bloomington-Normal Water Reclamation District to work on infrastructure improvement and community revitalization efforts.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue involvement with the Central Illinois Continuum of Care (CICoC) and assist with rebuilding or modifying the CICoC to better serve the community. Other efforts, such as the Regional Housing Initiative (RHI), help bring housing staff together with social service agencies to discuss housing issues and how supportive services can help community members find and maintain housing.

Affordable housing developers have also been invited to meetings with the RHI to discuss potential partnerships and discover the housing needs in McLean County. These efforts will continue into Program Year 2026 and the 2025-2029 Consolidated Plan period.

### **Discussion:**

The City's Community Impact and Enhancement Department moved to proactive property maintenance enforcement during Program Year 2025. This highlights the City's commitment to creating strong and thriving neighborhoods. The change will be complimented by communication to residents and community education to avoid common issues that reduce the quality and health of neighborhoods. With the new approach, property maintenance inspectors will have the ability to address maintenance issues as they observe them in the field. Along with this approach, the City is working to develop an abatement process to deal with issues when property owners do not eliminate code issues.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

### Introduction:

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%







**Consent Agenda Item No. 8.A.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action to Approve the Minutes of the January 12, 2026, 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 01-12-2026 City Council Minutes



**Minutes**  
**City Council - Regular Session**  
**Monday, January 12, 2026 - 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 Mayor Dan Brady  
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. 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.

Police Chief Jamal Simington recognized each of the following Officers for the completion of their one-year probationary period: (1) Brendan Bunch; (2) Aaron Pavolka; (3) Logan Kolat; and (4) Bowen Benoit.

Item 5.B. Proclamation Recognizing April 14th as Tamil Day, as requested by the Administration Department.

Mayor Brady read the Proclamation. Uma Balakrishnan, along with multiple members of the Bloomington Tamil Community, came forward to accept the Proclamation.

**Public Comment**

Mayor Brady read a public comment statement of procedure. No emailed public comment was received. Nadeem Demian spoke in-person.

**Consent Agenda**

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

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

Item 7.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.)

Item 7.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.)

Item 7.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.)

Item 7.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.)

Item 7.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.)

Item 7.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.)

**RESOLUTION NO. 2026 - 001**

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

Item 7.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.)

**RESOLUTION NO. 2026 - 002**

**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**

Item 7.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.)

**ORDINANCE NO. 2026 - 001**

**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)**

Item 7.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.)

**RESOLUTION NO. 2026 - 003**

**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)**

Item 7.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.)

**ORDINANCE NO. 2026 - 002**

**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)**

Item 7.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.)

**RESOLUTION NO. 2026 - 004**

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

Item 7.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.)

**RESOLUTION NO. 2026 - 005**

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

**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 (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.

Kelly Pfeifer, Development Services Director, explained the Item and provided an overview of the proposed changes to the two City Code chapters. She explained that, currently, the Code required recessed storefront entries both for historic continuity and to prevent outward-swinging doors from obstructing sidewalks, but that the new Downtown for All Streetscape had widened sidewalks and shifted the main pedestrian path away from building fronts. She stated that the proposed Chapter 44 amendments would allow non-recessed, outward-swinging doors so businesses could reclaim interior floor area, while still mandating a minimum five-foot clear pedestrian route. Director Pfeifer further explained that Chapter 38 needed to be amended in tandem to allow and regulate private encroachments, such as doors and safety features, into the public right-of-way through a permit system, with permit holders responsible for maintenance. She showed examples and diagrams of existing recessed entries, potential new street-wall doors, and possible physical barriers that would visually and physically separate out-swinging doors from the pedestrian path. She emphasized that historically “contributing” buildings would require Historic Preservation Commission review for any such changes and reported that staff, the Traffic Engineer, and the Planning Commission all recommended approval of the coordinated text amendments.

Council Member Hendricks expressed appreciation for staff’s work on the text amendments, noting that the issue had been brought to him by several businesses and that the process demonstrated the City’s willingness to review and adjust its practices when residents or businesses raised concerns.

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

**Mayor Brady directed the Clerk to call roll:**

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

**Motion carried.**

**ORDINANCE NO. 2026 - 003**

**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**

**ORDINANCE NO. 2026 - 004**

**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**

**City Manager's Discussion**

City Manager Jeff Jurgens reported that the Downtown Streetscape paver work was approximately 81% complete, and it would continue as weather conditions allowed, with the hope of reopening the street within a few weeks. He noted that the former Elks site had been converted to a public parking lot and was already being used, adding needed Downtown parking. He stated that the City remained in a moderate drought and urged continued voluntary water conservation.

He reported that leaf collection crews were working extended hours and weekends to catch up on delayed routes, and significant progress was expected in coming weeks. He announced that the demolition of the Front & Center building was complete, roads in that area had reopened, and the site would be converted to additional parking while coordination with Connect Transit was underway to restore bus operations there.

### **Council Member Discussion**

Council Member Montney thanked City Manager Jurgens and Anthony Nelson, Arts & Entertainment Director, for an in-depth, behind-the-scenes tour of the Arena to her and a student intern. She noted Director Nelson's passion for continuous improvement was evident, and commented on the value of seeing a future summary of the community benefits from said investments. She thanked Director Pfeifer, Planning Manager Alyssa Pemberton, and Deputy City Manager Billy Tyus for holding multiple meetings with the Old Farm Lakes Homeowners Association Board to address concerns related to missing middle housing and existing zoning in that neighborhood. She reported that the neighborhood was pleased with the progress and reiterated her appreciation for the staff's responsiveness and ongoing work on the issue.

Council Member Lee thanked the Public Works Department, reporting that a Ward 8 constituent had praised recent repaving work on Oakland Ave.

Council Member Scott commented on the new bulk pick-up changes and thanked the bulk pick-up crews. She then thanked Council Member Montney for her work on the Mental Health and Public Safety Fund Advisory Council and requested that reports be provided on decisions made at the meetings so the public could more easily track the outcomes. Council Member Scott then referenced Council Member Montney's idea of connecting County officials to the Commission for Safe Communities and suggested the opportunity to link both Committees with the now permanent Commission for Safe Communities body.

Council Member Montney noted her appreciation for a recent discussion with Council Member Scott. She explained that the Behavioral Health Coordinating Council was not subject to the Open Meetings Act, which was why its work was not regularly reported in Council meetings. She summarized that the three recent meetings centered on replacing a lost grant for Brightpoint and that it was discovered that the County had a dedicated, legally restricted fund sufficient to cover some of the funding requests.

Council Member Ward requested regular updates and discussions on the Behavioral Health Coordinating Council and Criminal Justice Coordinating Council from the City's formal representatives. She stated that the individuals represent the Council body and, as such, believed it was important to prioritize sharing those reports.

### **Mayor's Discussion**

Mayor Brady thanked the Council Members who attended the recent Bridge project ribbon cutting and noted the strong community turnout. He reported being honored to attend the Fire Department's promotion ceremony at Miller Park Pavilion and congratulated the promoted personnel and their families. He also highlighted the ongoing efforts around water conservation and leaf collection, emphasizing that many residents were choosing to be part of the solution, and specifically thanked Deputy City Manager Sue McLaughlin for coordinating leaf pickup and bulk collection efforts.

**Executive Session**

No Executive Session was held.

**Adjournment**

**Council Member Hendricks made a motion, seconded by Council Member Scott, 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 6:37 PM.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

DRAFT



**Consent Agenda Item No. 8.B.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on Approving Bills and Payroll in the Amount of \$7,240,933.21, as requested by the Finance Department.

**Recommended Motion:** The proposed Bills and Payroll be approved.

**Strategic Plan:**

**Goal 1.** Financially Sound City Providing Quality Basic Services

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

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

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** Total disbursements to be approved \$7,240,933.21 (Payroll total \$3,781,270.29, Accounts Payable total \$3,241,854.25, Bank Transfers total \$94,361.91 and Procurement Card Purchase total \$123,446.76).

**Attachments:**

1. Council Finance Summary Report

**CITY OF BLOOMINGTON FINANCE REPORT**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
1/23/2026	\$ 2,815,098.54	\$ 697,972.30	\$ 3,513,070.84
Off Cycle Adjustments	\$ 231,717.95	\$ 36,481.50	\$ 268,199.45
<b>PAYROLL TOTAL</b>			<b>\$ 3,781,270.29</b>

**ACCOUNTS PAYABLE (WIRES)**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
2/9/2026	AP General	\$ 3,022,574.72
2/9/2026	AP JMScott	\$ -
2/9/2026	AP Comm Devel	\$ 37,371.15
2/9/2026	AP IHDA	\$ 158.00
2/9/2026	AP Library	\$ 51,744.66
2/9/2026	AP MFT	\$ 63,852.12
01/22/2026-01/30/2026	Out of Cycle AP	\$ 66,153.60
01/12/2026-02/03/2026	AP Bank Transfers	\$ 94,361.91
<b>AP TOTAL</b>		<b>\$ 3,336,216.16</b>

**PCARDS**

12/01/2025-01/02/2026	\$	123,446.76
<b>PCARD TOTAL</b>		<b>\$ 123,446.76</b>

<b>GRAND TOTAL</b>	<b>\$ 7,240,933.21</b>
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Respectfully,

**F Scott Rathbun**  
**Director of Finance**



**Consent Agenda Item No. 8.C.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on Approving an Appointment to a Board, as requested by the Administration Department.

**Recommended Motion:** The proposed Appointment be approved.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** City decisions consistent with plans and policies

**Background:** The application is on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment of:

Public Safety and Community Relations Board: Ricardo Alvarado's appointment, if approved, is effective immediately, with an expiration date of 04-30-29.

**Community Groups/Interested Persons Contacted:** The Mayor contacts all recommended appointments.

**Financial Impact:** N/A

**Attachments:**

1. PSCRB Roster

PSCRB ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Chair	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Youth Member	Yvett	Hernandez	4/30/2026	2/24/2025	2025	true
Active	Public Safety & Community Relations Board	Youth Member	Giselle	Lee	4/30/2026	3/10/2025	2025	true
Active	Public Safety & Community Relations Board	Board Vice Chair	Tylian	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2027	10/14/2024	2017	true
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2028	3/24/2025	2017	true
Vacant	Public Safety & Community Relations Board	Board Member						



**Consent Agenda Item No. 8.D.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Accepting a Grant from McLean County Board of Health for the Implementation of the Fire Department's Community Health Navigator Pilot Program, in the Amount of \$200,000, as requested by the Fire 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

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

**Goal 4.** Strong Neighborhoods

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

**Background:** The City of Bloomington Fire Department applied for and received a \$200,000 grant from the McLean County Board of Health which will be used to fund a Community Health Navigator Pilot Program. The Pilot Program will support two Community Health Navigator positions that will provide countywide services to residents in need of assistance, helping connect individuals with appropriate health, social, and community resources. These positions would help frequent EMS callers in Bloomington, Normal, and McLean County by connecting them with social and health resources, reducing repeat ambulance calls and emergency room use.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will receive a \$200,000 grant from the McLean County Board of Health to the City of Bloomington Fire Department to fund a Community Health Navigator Pilot Program. The Pilot Program will support two Community Health Navigator positions that will provide countywide services to residents in need of assistance, helping connect individuals with appropriate health, social, and community resources. The grant is based on McLean County's Fiscal Year, which is January 1st through December 31st. The City's Fiscal Year is May 1st through April 30th. A small portion of the grant will be utilized in the City's Fiscal Year 2026, with the majority to be included in the Fire Department's Fiscal Year 2027 Proposed Budget submission.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Grant Contract

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION ACCEPTING A GRANT FROM MCLEAN COUNTY BOARD OF HEALTH FOR THE IMPLEMENTATION OF THE FIRE DEPARTMENT'S COMMUNITY HEALTH NAVIGATOR PILOT PROGRAM, IN THE AMOUNT OF \$200,000**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending accepting a grant ("Exhibit A") from McLean County Board of Health for the implementation of the Fire Department's Community Health Navigator Pilot Program, in the amount of \$200,000; and

**WHEREAS**, the McLean County Board of Health has awarded a grant of \$200,000 to the City of Bloomington Fire Department to support the implementation of a Community Health Navigator Pilot Program; and

**WHEREAS**, the purpose of the Community Health Navigator Pilot Program is to provide countywide outreach, assistance, and care coordination services to residents in need including connection to health, social, and community-based resources; and

**WHEREAS**, the grant funding will support two (2) Community Health Navigator positions that will operate countywide to address unmet health and social service needs and reduce unnecessary emergency service utilization; and

**WHEREAS**, the City, through its Fire Department, will administer the grant funds in accordance with the terms and conditions established by the McLean County Board of Health; and

**WHEREAS**, acceptance of this grant will not require the expenditure of additional City funds beyond those provided by the grant during the pilot period; and

**WHEREAS**, Staff believe acceptance of this grant and implementation of the Community Health Navigator Pilot Program is in the best interest of the City and its residents by improving community health outcomes and service coordination; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve acceptance of the grant.

**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 grant agreement, and any other documents necessary to complete this transaction.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

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Dan Brady, Mayor

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Leslie Smith-Yocum, City Clerk

## EXHIBIT A

## Services Agreement

**Name of Agency:** Bloomington Fire Department

**Name of Program:** Community Health Navigator Pilot

**Funding Allocation Amount:** \$200,000

This Services Agreement ("**Agreement**"), dated as of **January 1, 2026** (the "**Effective Date**"), is entered into by and between **Bloomington Fire Department** an Illinois entity, with office(s) located in McLean County, Illinois ("**Agency**") and the Board of Health, the governing body of the McLean County Health Department, with offices located at 200 W. Front Street in Bloomington, Illinois ("**Board**").

WHEREAS, there is a need for community health navigators in McLean County, located in McLean County IL; and

WHEREAS, AGENCY has the capacity to provide such a service; and

WHEREAS, the BOARD having been appointed by the County Board Chair as the Administrators to oversee certain funds allocated by the County of McLean for behavioral health programs and activities; and

WHEREAS, the BOARD desires to retain the AGENCY to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGENCY and the BOARD (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services. Agency shall provide to the Board the services (the "**Services**") set out in statement of work to be issued on behalf of the Board and accepted by the Agency ("**Statement of Work**"). The initial accepted Statement of Work is attached hereto as **Exhibit A**. Employees to perform the Services set out in the Statement of Work shall be called **Service Provider**. The Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (e) to the reasonable satisfaction of the Board. The McLean County Health Department will designate a **Contract Monitor** on behalf of the Board, specifically the Behavioral Health Program Manager.

2. Agency Obligations. Agency shall:

2.1 Assign only qualified, legally authorized staff to provide the Services.

2.2 Comply with all applicable laws and regulations in providing the Services.

2.3 Comply with all Board rules, regulations, and policies of which it has been made aware, in its provision of the Services.

2.4 Maintain complete and accurate records relating to the provision of the Services under this

Agreement, including records of the time spent and materials used by Service Provider in providing the Services, in such form as the Board shall approve. During the Term, upon the Board's written request, Agency shall allow the Board or the Board's representative to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services.

2.5 Each individual or organization contracted with the Board shall submit an annual financial audit upon the Agency's receipt of the audit during the contract year. Unless an exemption is granted, this audit must identify income and expenses related to the Board's contracts and include any accompanying management letter.

### 3. Fees.

3.1 For the Services provided under this Agreement, the Board will compensate the Agency according to the fee schedule. The total amount paid to the Agency shall not exceed **\$200,000** dollars.

3.2 Unless otherwise specified in the Statement of Work, payments under this Agreement will follow this fee schedule:

- (a) The Board shall pay the Agency the total contract amount in up to twelve (12) installments.
- (b) Payments will be made monthly upon receipt of a financial report from the Agency.
- (c) The final payment for the last monthly financial report will include any necessary year-end adjustments.
- (d) The Board reserves the right to recover any overpayments made.
- (e) Upon termination or expiration of this Agreement, the Agency must return any unused funds distributed by the Board.

### 4. Term, Termination, and Survival.

4.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of 12 months unless sooner terminated.

4.2 The Board, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 30 days prior written notice to Agency.

4.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (f) Failure of the Agency to carry out the program services specified in this contract
- (g) Failure of the Agency to meet reporting deadlines or grant conditions as specified in this contract

4.4 Upon expiration or termination of this Agreement for any reason, Agency shall promptly:

- (a) Deliver to the Board all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Agency in the course of performing the Services for which the Board has paid.
- (b) Return to the Board all Board-owned property, equipment, or materials in its possession or control.
- (e) Provide reasonable cooperation and assistance to the Board upon the Board's written request, in transitioning the Services to an alternate service provider.
- (f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.
- (h) Certify in writing to the Board that it has complied with the requirements of this Section 4.4.

## 5. Independent Contractor.

5.1 It is understood and acknowledged that the Services which Agency will provide to the Board hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Board. The Agency shall have the discretion to determine the conditions, timing, details, and means of performing the Services, while ensuring alignment with the Statement of Work and service agreement. The Board and/or Contract Monitor reserves the right to inspect the work as it progresses to verify compliance with the applicable Statement of Work and approved budget.

5.2 Agency has no authority to commit, act for or on behalf of the Board, or to bind the Board to any obligation or liability.

5.3 Agency shall not be eligible for and shall not receive any employee benefits from the Board and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Agency hereunder.

6. Indemnification. Agency shall indemnify, defend, and hold harmless the Board and its officers, members, managers, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment (collectively, "**Losses**"), arising out of or resulting from any claim of a third party, arising out of or occurring in connection with Agency's negligence, willful misconduct, or breach of this Agreement. Agency shall not enter into any settlement without the Board's or Indemnified Party's prior written consent.

7. Remedies.

7.1 If Agency violates any provision of this Agreement, the Board shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Agency prohibiting further actions inconsistent with the Agency's obligations under this Agreement.

7.2 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

7.3 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Agency's exclusive remedy for the Board's payment breach shall be its right to damages equal to its earned but unpaid fees.

8. Compliance with Law. Agency shall be in compliance with and shall comply with all applicable laws, regulations, and ordinances. Agency has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause as required by the Illinois Human Rights Act, federal law, and local ordinance. No person shall be discriminated against or harassed on any of the following: actual or perceived race, color, religion, sex, age, national origin, citizenship status, disability, military status (including unfavorable discharge), marital status, gender identity, sexual orientation, or any other characteristic protected by applicable U.S. federal or state law.

9. Insurance. During the entire term of this Agreement, Agency shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, general liability insurance, including, where applicable, products and completed operations insurance, with a limit of liability of not less than \$1,000,000 per occurrence. The aggregate limit of liability shall not be less than the amount of the contract. Policy will include contractual liability coverage insuring the activities of Agency under this Agreement, and workers' compensation insurance to the extent required by law. The certificate of insurance shall name the Board as an additional insured. Except where prohibited by law, Agency shall require its insurer to waive all rights of subrogation against the Board's insurers and the Board.

10. Entire Agreement. This Agreement, including and together with any related exhibits, schedules,

attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Amendments. No amendment to, or modification, rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Assignment. Agency shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, including by virtue of any merger, corporate reorganization and/or consolidation, which will be a deemed assignment, without the prior written consent of the Board. Agency shall provide a formal written request to the Contract Monitor to assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, including by virtue of any merger, corporate reorganization and/or consolidation prior to taking such actions. The Contract Monitor shall provide this request to the Board for consideration at their next meeting, unless notification was received after the meeting agenda has already been published, then the request may be considered at the next subsequent meeting. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Agency of any of its obligations hereunder.

15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

18. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Illinois sitting in McLean County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Illinois sitting in McLean County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

20. Budget: The Budget shall include a schedule of anticipated grant expenditures approved by the Board for implementing the Award's objectives. The Agency shall use the Budget to outline the expenses covered by the Award and to describe other funding sources that support its program. The Budget submitted by the Agency during the application process, or any revised Budget approved by the Board during contract negotiations, shall be considered final and incorporated as Exhibit B.

20.1 The Board shall act as the payee of last resort, requiring the Agency to pursue grants or other funding sources for the program. If the Agency experiences an increase in reimbursement rates, receives additional funding for this program, or obtains payments from any source, it must notify the Contract Monitor within ten (10) business days of the change. The Board may then review the budget and make any necessary adjustments to avoid duplicate payment structures.

20.2 Discretionary Line-Item Transfers – Transfers between approved line items may be made without the Board's approval, provided that the total amount transferred does not exceed the allowable variance of ten percent (10%) of the respective budget line item.

Discretionary line-item transfers shall not result in an increase to the overall budget.

20.3 Non-discretionary Line-Item Transfers – Total line-item transfers between 11% and 20% of the allowable variance require the Contract Monitor's approval via a Budget Revision Form.

Transfers exceeding 20% of the allowable variance require Board approval, also through a Budget Revision Form. Requests for budget revisions will be submitted to the Board for review, and the Contract Monitor will inform the Agency whether the revision has been approved, denied, or when a decision will be made.

Non-discretionary line-item transfers shall not result in an increase in the Budget.

20.5 Budget Control – Improper payments or unapproved costs will be deemed a material breach of the Agreement and may serve as grounds for recovering grant funds. To avoid this, records of expenditures for each Award must be organized by the cost categories in the approved Budget, and expenses billed to the contract must be supported by source documentation, including checks, bank statements, invoices, time records, and activity reports. All documentation should be clearly labeled with the award and corresponding general ledger accounts.

20.6 Indirect Administrative Costs- Expenses that cannot be directly charged to a cost center, commonly known as indirect or administrative expenses, are essential for the overall operation of an organization. Indirect costs must be allocated based on an accepted cost allocation method, and the total shall not exceed 15% of the amount funded by the Board.

20.7 Inability to pay- An individual or organization contracted with the Board shall provide services to McLean County residents regardless of their ability to pay. The organization may implement a sliding fee scale, and any revenue generated from fees is expected to be used to support services within the funded cost center or to cover the costs of delivering the contracted services.

20.8 Financial Audit- The McLean County Health Department may perform financial audits of the Board funding provided to the Agency.

The Agency shall complete an Excel spreadsheet provided by the McLean County Health Department for the month(s) specified by the McLean County Health Department. This spreadsheet shall allow the Agency to identify expenditures in each budget line item. The Agency shall also provide the necessary documentation to verify these expenditures. The McLean County Health Department shall review the Excel spreadsheet and accompanying documentation, providing feedback on any additional information needed to complete the audit. If necessary, a meeting may be scheduled to discuss this process and the documentation.

Following the audit, the Agency shall receive a summary from the McLean County Health Department that highlights the findings. The Agency shall review this summary and address any findings by the deadline provided. The Agency's Executive Director or another designated representative shall sign and return the financial audit summary to the McLean County Health Department by the deadline provided by the McLean County Health Department.

Failure to provide documentation to validate expenditures may result in those expenditures not being funded by the Board.

21. Financial Reporting Requirements: Mandatory Monthly Financial Reports – The Agency shall submit a monthly financial report in the format specified by the Board. This report, filed with the Contract Monitor, shall identify expenditures related to the Award. Actual expenditures shall align with budgeted amounts and reflect expenses for the current month.

22. Narrative and Statistical Reporting Requirements: Mandatory Quarterly Reports – The Agency shall submit a quarterly report that includes the information required by the Board. If the quarterly report identifies unmet targets or outcomes, the Agency shall document the reasons for these discrepancies and, if appropriate, propose a plan of action to address them.

23. Effect of Failure to Comply – Failure to comply with reporting requirements may result in the withholding of funds. The Agency's noncompliance shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, in any proceeding before the Board or in any other legal action.

24. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not

have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a **"Force Majeure Event"**).

Agency's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Agency under this Section 24. The Agency shall give the Board prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Agency shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

25. Conditionality of Funding. All payments under this Agreement are subject to the approval of the McLean County Health Department budget by the McLean County Board, as well as the appropriation and levy of sufficient taxes to fund that budget and the collection and distribution of adequate tax revenues by McLean County. No penalty or breach shall arise from the Board's inability to make payments under this Agreement due to insufficient tax revenue collection. Subject to the aforementioned conditions, it is the Board's intention to make payments to the Provider on a monthly basis. The Board may, at its sole discretion, choose an alternative payment schedule (e.g., semi-annual or lump sum payments).

26. Program Evaluation. The Board may request an evaluation of a program, either internally or externally, to ensure fiscal responsibility, assess public health impact, and evaluate the efficacy of the overall program being provided. The Agency shall be notified prior to the commencement of any program evaluation.

26.1 Confidentiality Agreement: The confidentiality agreement enables the Board to access confidential information from the funded Agency, as permitted by law and the Mental Health and Confidentiality Code, for program evaluation purposes. The funded Agency shall grant the Board, or its designee, access to the necessary confidential information to assess the agreed-upon program outcomes. Both the Board and the Agency agree that all confidential information will be kept confidential and will not be copied, used, or disclosed except as specified in this agreement. Each party shall take all reasonable measures to protect the confidentiality of this information and prevent unauthorized use.

27. Payment Suspension. The Board may suspend payment(s) to an Agency or individual for noncompliance with the executed contract between the Board and said Agency or individual. Payments may also be suspended should the Agency or individual be investigated for, or found accountable for ethical or legal charges, whether by independent audit, other funding Agency, or other authority.

27.1. Notice of suspension shall occur in writing, including via email, to the Agency or individual before payments are suspended. The notice shall specify the reason(s) for the suspension, the cost center or contracted service affected, the beginning date and the actions necessary to end the suspension. Payments withheld by the Board during the suspension continue to accrue to the account of the Agency or individual and shall be paid or not paid consistent with the terms of the resolution determined by the Board.

27.2 The individual or organization shall respond, in writing or via email, to the Board's assigned designee within 10 working days of the date of the Board's designee's notification to

suspend payments. The response shall include a plan of action to correct the situation leading to the suspension and include a time frame for corrective action.

28. Notice. Any notice or communication required or permitted under this Services Agreement shall be sufficiently given in mail to the following address or email with a required response to ensure the email was received.

For the Board:

McLean County Health Department  
Attention: Jessica McKnight, McLean County Health Department Administrator  
200 West Front Street  
Bloomington, IL 61701

With a copy to:

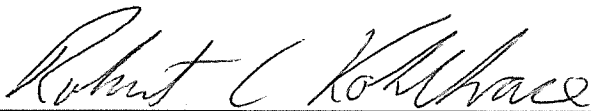
McLean County State's Attorney- Civil Division  
1115 E. Washington St., Rm. 401  
Bloomington, IL 61701

For the Agency:

Bloomington Fire Department  
310 N Lee Street  
Bloomington, IL 61701

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**Board of Health:**



Robert Kohlhase, Board President

12/10/25  
Date

**Bloomington Fire Department:**

\_\_\_\_\_  
Fire Chief, Cory Matheny

\_\_\_\_\_  
Date

**EXHIBITS**  
**EXHIBIT A: INITIAL STATEMENT OF WORK**

**Name of Program:** Community Health Navigator Pilot

**Total Number of Participants to be Served During Contract Term:**

Approximately 350–500

**Client Eligibility Requirements:**

Participants shall include McLean County residents identified through:

- Referrals from fire, EMS, law enforcement, community partners, or self-referral
- Navigator screening following routine service calls or incident data

Participants shall be individuals experiencing social or behavioral health risks, including but not limited to:

- Housing instability or homelessness
- Food insecurity
- Hoarding or clutter challenges
- Isolation or mobility limitations
- Mental health or substance use concerns

**Services That Shall Be Provided:**

**Community Health Navigation**

- Receive, triage, and prioritize referrals from first responders, community partners, and self-referrals.
- Conduct brief initial assessments by phone or through home and community-based visits.
- Connect participants to needed services, including healthcare, housing, food assistance, transportation, employment supports, and behavioral health resources.
- Provide assertive linkage, advocacy, and ongoing follow-up to ensure services are delivered promptly and barriers to care are resolved.
- Maintain centralized documentation and outcome tracking to monitor participant progress and service completion.

## Collaboration and Coordination

- Coordinate with participant-approved partners and community agencies to deliver timely, appropriate services.
- Use warm handoffs and consistent follow-through to close the loop between identified needs and completed services.
- Sustain strong collaboration with fire, EMS, law enforcement, social service agencies, and behavioral health providers to support seamless referral pathways.

## Service Delivery Locations

Services are provided in participant homes, community settings, partner agency locations, and other accessible environments to ensure equitable access and effective engagement.

## Evidence-Based Tools to be Utilized:

- Community Health Worker Core Competencies
- Trauma-Informed Care principles
- Mental Health First Aid
- Motivational Interviewing
- Social Determinants of Health assessment tools

## DELIVERABLES

### Monthly Financial Report

The Agency shall submit a monthly financial report in the format specified by the Board. This report, filed with the Contract Monitor, shall identify expenditures related to the Award. Actual expenditures shall align with budgeted amounts and reflect expenses for the current month.

### Schedule of Performance:

Month	Due Date
January 2026	February 28, 2026
February 2026	March 31, 2026
March 2026	April 30, 2026
April 2026	May 31, 2026
May 2026	June 30, 2026

June 2026	July 31, 2026
July 2026	August 31, 2026
August 2026	September 30, 2026
September 2026	October 31, 2026
October 2026	November 30, 2026
November 2026	December 31, 2026
December 2026	January 31, 2027

**Deliver to:**

[hdfinancialreports@mcleancountyil.gov](mailto:hdfinancialreports@mcleancountyil.gov)

**Quarterly Report**

The Agency shall submit a quarterly report that includes the information required by the Board. The format of the report is at the Agency's discretion and shall include the following:

**Quarter 1 – Program Launch & Capacity Building**

**Focus:** Training, onboarding, and understanding community needs.

**Activities:**

- Complete navigator onboarding and training on organizational policies and program goals.
- Conduct a county-wide asset and needs assessment to map demographics, resources, and service gaps.

**Measurable Outcomes – Reported This Quarter**

- **Outcome 1:** Community asset and needs assessment completed and submitted within the first 90 days.
- **Outcome 2:** All required training completed within the first 30 days.

**Data Collection – Reported This Quarter**

- **Narrative Section:**
  - Achievements: List top 1–2 accomplishments or key results for this period.
  - Challenges & Solutions: Identify top 1–2 challenges and actions taken/planned.

## **Quarter 2 – Partnership Development & Referral Pathways**

**Focus:** Building relationships and formal referral systems.

### **Activities:**

- Establish partnerships with community organizations, first responders, and service providers.
- Provide education to partners on referral processes and navigator collaboration.

### **Measurable Outcomes – Reported This Quarter**

- **Outcome 1:** At least five new community partners engaged with written referral agreements.
- **Outcome 2:** Educational presentations delivered to at least ten community partner staff members.

### **Data Collection – Reported This Quarter**

- **Narrative Section:**
    - Achievements: List top 1–2 accomplishments or key results for this period.
    - Challenges & Solutions: Identify top 1–2 challenges and actions taken/planned.
- 

## **Quarter 3 – Service Delivery & Participant Engagement**

**Focus:** Active outreach, navigation services, and data tracking.

### **Activities:**

- Begin receiving, triaging, and responding to referrals.
- Provide linkage, advocacy, follow-up, and service coordination.
- Track participant outcomes and satisfaction.

### **Measurable Outcomes – Reported This Quarter**

- **Outcome 1:** System in place for collecting participant feedback, achieving an average satisfaction rating of 80% or higher.
- **Outcome 2:** Program metrics compiled—including clients served, services provided, and referral outcomes.

### **Data Collection – Reported This Quarter**

**Demographic Data (For All Clients Served in Q3):**

- **Gender:** Female, Male, Transgender, None of these / Prefer not to say
- **Ethnicity:** Hispanic/Latinx, Not Hispanic/Latinx, Unknown
- **Race:** Black or African American, White, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, Multiracial, Some Other Race, Unknown
- **Client Age Categories:** 5–7; 8–11; 12–13; 14–16; 17–19; 20–21; 22–30; 31–40; 41–50; 51–61; 61–70; 71–80; 81+
- **Residence:**

RESIDENCE							
Anchor		Cooksville		Gridley		Saybrook	
Arrowsmith		Covell		Heyworth		Shirley	
Bellflower		Cropsey		Hudson		Stanford	
Bloomington		Danvers		LeRoy		Towanda	
Carlock		Downs		Lexington		Other IL County	
Chenoa		El Paso		McLean		Out of State	
Colfax		Ellsworth		Normal		Unknown	

**Statistical Data:**

- **New Clients:** Clients served in Quarter Three
- **Total Number of Client Services:** Includes all billable and non-billable services provided directly to or on behalf of a participant.
- **Total Client Service Hours:** Reflects all billable and non-billable hours spent providing services directly to or on behalf of a participant.
- **Average Number of Services per Client:** The total number of services provided during the reporting period is divided by the number of clients served in that same period. This metric helps assess the typical engagement level of clients with the services offered.
- **Average Service Hours per Client:** The total number of service hours provided during the reporting period is divided by the number of clients served in that same period. This metric helps evaluate the typical amount of time clients spend receiving services.
- **Number of People on Waiting List:** This metric reflects the number of individuals awaiting services.
  - Programs shall continue engaging new participants throughout the year and shall not halt intake solely because output targets have been met.
  - Programs that do not maintain a wait list shall document how referrals are handled, including triaging, scheduling, or connecting individuals to other appropriate services.

**Narrative Section:**

- Achievements: List top 1–2 accomplishments or key results for this period.
- Challenges & Solutions: Identify top 1–2 challenges and actions taken/planned.

---

**Quarter 4 – Evaluation, Improvement, and Planning for Expansion**

**Focus: Assessing program performance and refining systems.**

**Activities:**

- Review annual data to evaluate effectiveness and identify improvement opportunities.
- Strengthen partner accountability and confirm that services are delivered promptly and appropriately.
- Use participant preference to guide priority partners and collaboration pathways.

**Measurable Outcomes – Reported This Quarter**

- **Outcome 1:** Annual report completed summarizing metrics, client outcomes, and service delivery trends.
- **Outcome 2:** Documented partner performance review and confirmation of “closed-loop” follow-through between identified needs and completed services.

**Data Collection – Reported This Quarter**

**Demographic Data (For All Clients Served in Q4):**

- Gender, Ethnicity, Race, Age Categories, Residence (same as Quarter Three)

**Statistical Data:**

- **New Clients Served:** Clients receiving services for the first time in Quarter Four.
- **Previously Served Clients:** Clients who received services in Quarter Three AND Quarter Four.
- **Total Clients Served**

Quarter	New Clients	Previously Served Clients	Total Served (Per Quarter)
Quarter Three			
Quarter Four			
<b>YTD TOTAL</b>			

- **Total Number of Client Services**
- **Total Client Service Hours**
- **Average Number of Services per Client**
- **Average Service Hours per Client**
- **Number of People on Waiting List**

**Narrative Section:**

- **Achievements:** Notable accomplishments or key results
- **Challenges & Solutions:** Year-end challenges and actions taken
- **Participant & Service Insights:** Trends in participant needs, engagement, or service use
- **Funding & Resources:** Funding and support updates

**Schedule of Performance:**

<b>Reporting Quarter</b>	<b>Due Date</b>
January 1 through March 31, 2026	April 30, 2026
April 1 through June 30, 2026	July 31, 2026
July 1 through September 30, 2026	October 31, 2026
October 1 through December 31, 2026	January 31, 2027

**Deliver to:**

[hdfinancialreports@mcleancountyil.gov](mailto:hdfinancialreports@mcleancountyil.gov)

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**Technical Support Meeting:**

A meeting may be requested by the Behavioral Health Program Manager, another McLean County Health Department designee, the Board, or the agency. The purpose of this meeting is to review completed reports, provide guidance, and offer technical support as needed.

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**Annual Financial Report**

**Revenue:**

- Annual revenue from this contract
- Annual revenue from other contributing contracts
- Annual revenue from fee-for-service billing (report private and public health insurance separately)
- Annual revenue from donations, philanthropy, and fundraisers

**Expenses:**

- Annual expenses allocated to this contract
- Annual expenses for the entire program

**Schedule of Performance:**

Reporting Quarter	Due Date
January 1 through December 31, 2026	January 31, 2027

**Deliver to:**

[hdfinancialreports@mcleancountyil.gov](mailto:hdfinancialreports@mcleancountyil.gov)

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**EXHIBIT B  
ATTACHMENTS**

Program Budget  
Monthly Financial Report Template  
Request for Budget Revision form



## Consent Agenda Item No. 8.E.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving the Purchase of Two Solar Security Trailer Cameras, from Utilitra, in the Amount of \$68,397.78, 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 Bloomington Police Department ("BPD") continues to address public safety concerns related to traffic control, special events, construction zones, and areas experiencing increased criminal activity. Trailer-mounted camera systems provide a flexible, highly visible, and effective tool for enhancing situational awareness and deterring criminal behavior without requiring permanent infrastructure or additional staffing. These mobile units can be rapidly deployed to different locations as operational needs change, making them a cost-effective solution compared to fixed camera installations. These units have been used by BPD for over nine years and have a proven track record of capturing violent crime on video and deterring future criminal activity. BPD is seeking to purchase two additional units. The two units will be equipped with high-definition cameras, remote monitoring capabilities, and solar power. These units will replace our two original Trailer Camera Systems, which have reached their end of life.

### **Community Groups/Interested Persons Contacted:**

**Financial Impact:** If approved, the City will purchase two Solar Security Trailer Cameras from Utilitra, in the amount of \$68,397.78. These will be purchased from the Drug Enforcement (DUI) Capital Outlay Equipment Other than Office account (20900900-72140-32200). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Equipment" on page 16.

### **Attachments:**

1. Resolution
2. Resolution - Exhibit A - Quote
3. Trailer Camera GSA

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF TWO SOLAR SECURITY TRAILER CAMERAS, FROM UTILITRA, IN THE AMOUNT OF \$68,397.78**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of two Solar Security Trailer Cameras (“Purchase”), from Utilitra, in the amount of \$68,397.78; and

**WHEREAS**, the detailed quote is attached (Exhibit A); and

**WHEREAS**, these trailer cameras can be rapidly deployed and redeployed as operational needs change; and

**WHEREAS**, the Police Department has identified the need for mobile, flexible camera tools to assist with traffic control, special events, construction zones, and areas experiencing increased criminal activity; and

**WHEREAS**, the Purchase consists of two trailer cameras equipped with high-definition cameras, remote monitoring capabilities, and solar power; 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 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



## Proposal

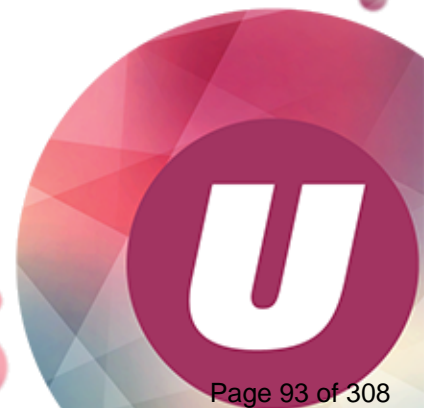
### Solar Security Trailer Proposal - 2x

Quote # 007843  
Version 1

## Prepared for:

### Bloomington Police Department

Jeffrey Jurgens  
[anigliaccio@cityblm.org](mailto:anigliaccio@cityblm.org)





Tuesday, January 27, 2026

Bloomington Police Department  
Jeffrey Jurgens  
305 S. East Street  
Bloomington, IL 61701  
anigliaccio@cityblm.org

Dear Jeffrey,

Thank you for the opportunity to provide Bloomington Police Department with a proposal for 2 UTA Solar Security Trailer solution. The attached proposal is for 2 solar trailers each with 2 Axis Communications cameras, one PTZs. The trailers will come with emergency LED lighting for high visibility as well as a cellular modem to transmit the video for remote monitoring.

This proposal does NOT include shipping or delivery. Please let me know if you have any questions or concerns regarding this proposal.

GSA Contract #[47QSWA23D0008](#)

Thank You,

A handwritten signature in black ink, appearing to read "Jeff Kochan".

Jeff Kochan  
Vice President - Technology Division  
Utilitra





## Surveillance Trailer

Description	Price	Qty	Ext. Price
<b>Secuirty Trailer with Axis Cameras</b>	<b>\$33,525.46</b>	<b>2</b>	<b>\$67,050.92</b>
<p><b>Surveillance Camera Trailer</b></p> <p><b>Trailer</b> - Tubular steel welded construction, four stabilizer corner jacks for added wind stability, front access fork lift pickets, crane lifting eyes, round full wheel fenders that are bolted to the trailer frame, axle assembly 1700 lb., double-eye leaf springs, 15" wheels/tires, red and white conspicuity tape</p> <p><b>Drawbar</b> - Tilting, 2" ball hitch, swivel wheel tongue jack, flat-four trailer lights plug</p> <p><b>Tower</b> - 20-foot telescoping tower rotating 355 degrees, hand-operated winch for raising and lowering tower</p> <p><b>Camera Mount</b> - Multi-head camera box: 2x pendant arms (1&amp;1/2" NPT), 2x Cat5E, 1x 16/2 power, in Nycoil tubing</p> <p><b>Solar</b> - High-efficiency photovoltaic solar modules, electric actuator-tilt solar panel array, solar panel capacity 800W, Smart MPPT blue-tooth solar controller, batter "time-remaining" feature, communication module</p> <p><b>Control Box</b> - Aluminum control box with 3-point locking door, solar/battery power management meter, master battery disconnect switch, solar panel tilt switch</p> <p><b>Batteries</b> - battery box with bolted lid, eight 12V Lithium Ion batteries,battery charger</p> <p><b>Standard color:</b> Powder coated flat black frame and mast, white battery box</p> <p><b>Provided Cameras</b> - 2 Axis Communications Q6315-LE PTZ cameras. 32x optical zoom, optimized IR, lightfinder, autotracking and object analytics</p> <p><b>Includes</b> - , LED emergency lights</p>		2	



## Surveillance Trailer

Description	Price	Qty	Ext. Price
<b>Cradlepoint IBR 900 with 3YR NetCloud Essentials</b> MA3-0900600M-XFN, 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem, multi-carrier) + FirstNet Ready Modular Modem included, MC400-600M-C-AT (AT&T only) + COR Extensibility Dock, no AC power supply, North America, 5373020		2	
<b>TRENDnet 8-Port Hardened Industrial Unmanaged Gigabit Switch</b> TRENDnet 8-Port Hardened Industrial Unmanaged Gigabit PoE+ DIN-Rail Switch, 200W Full PoE+ Power Budget, 16 Gbps Switching Capacity, Lifetime Protection, TI-PG80		2	
<b>Axis Pendant Kit for the AXIS Q60-series and AXIS P55-series PTZ Network Cameras - Enables Mount on Standard '1,5" NPT Threaded Brackets - White</b>		8	
<b>AXIS 256 GB microSDXC</b>		4	
<b>AXIS Q6315-LE 2 Megapixel Outdoor Full HD Network Camera - Color - Dome - White - TAA Compliant - 984.25 ft Infrared Night Vision - H.264 (MPEG-4 Part 10/AVC), H.265 (MPEG-H Part 2/HEVC), Motion JPEG, H.265, H.264, H.264 (MP), H.264 BP, H.264 HP, H.265 (M</b>		4	
<b>Project Labor</b> Setup, configuration, and installation of Bill of Materials on Solar Trailer.	\$3,000.00	1	\$3,000.00
GSA Contract # <a href="#">47QSWA23D0008</a>			

**Subtotal: \$70,050.92**



## Solar Security Trailer Proposal - 2x



**Prepared by:**

**Utilitra**  
Jeff Kochan  
(618) 797-6303  
jeffk@utilitra.com

**Prepared for:**

**Bloomington Police Department**  
305 S. East Street  
Bloomington, IL 61701  
Jeffrey Jurgens

**Quote Information:**

**Quote #: 007843**  
Version: 1  
Delivery Date: 01/27/2026  
Expiration Date: 02/06/2026

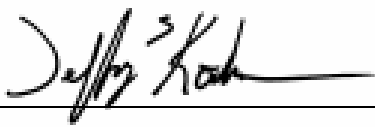
anigliaccio@cityblm.org

### Quote Summary

Description	Amount
Surveillance Trailer	\$70,050.92
<b>Total: \$70,050.92</b>	

Taxes, shipping, handling and other fees may apply. Pricing is only guaranteed till expiration of proposal, we reserve the right to cancel orders arising from pricing or other errors. Terms are Net 30 days.

### Utilitra

Signature:   
Name: Jeff Kochan  
Title: Vice President - Technology Division  
Date: 01/27/2026

### Bloomington Police Department

Signature: \_\_\_\_\_  
Name: Jeffrey Jurgens  
Date: \_\_\_\_\_



# Mini Solar Integrator Trailer

Compact Portable Mast Trailer Designed for Security Integrators

- Ready to add your electronics
- Built-in power system
- Environmentally friendly

The Wanco® Mini Solar Integrator Trailer provides a robust, compact platform for you to install your own gear for keeping your job site secure.

Easily combine equipment as needed—cameras, lights, communications, audio systems, RF radios and others—anything your portable application requires.

This battery-powered system with solar charging is designed to provide reliable service and maximum run times.



## WCTS

WCTS-SM3L-800W  
Mini Integrator



800-972-0755  
www.wanco.com



For more details or to place an order, call 800-972-0755 or visit [wanco.com](http://wanco.com).

Telescoping 20 ft. tower with 355° rotation

Mount 1 or 2 cameras  
Multi-head mount is optional

Standard 2" ball hitch  
Other hitches optional

Automatic solar charging provides continuous autonomous operation

Tilting drawbar for compact storage

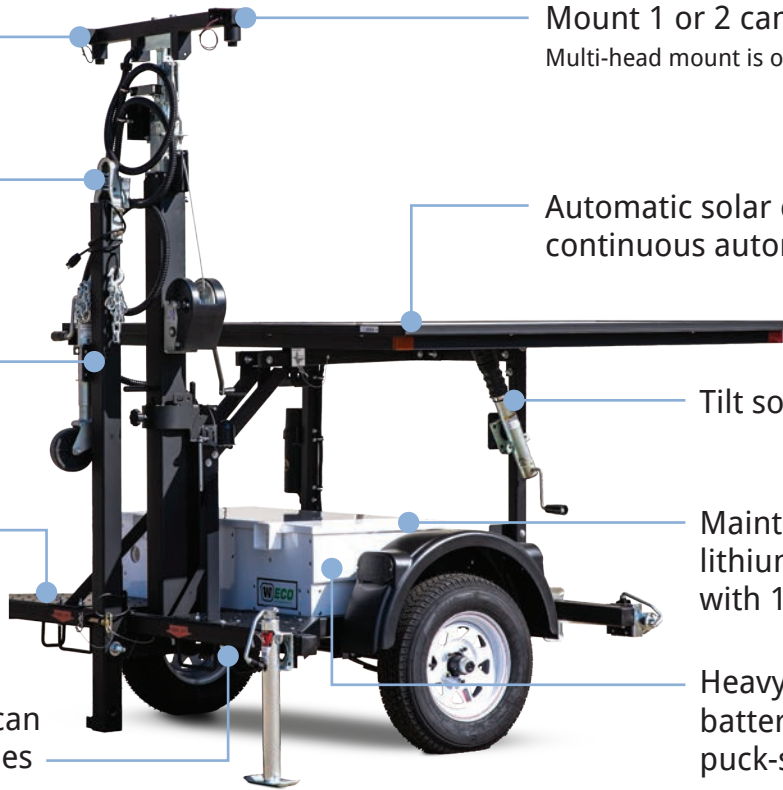
Tilt solar array up to 90°

All-welded structural steel frame

Maintenance-free lithium-ion batteries with 10-year life

Compact trailer weighs less than 1700 lbs. and can be towed by most vehicles

Heavy-duty security battery box with puck-style security locks



Large equipment mounting tray inside battery box 15" W × 30" L × 3.5" D



Battery box interior (optional inverter shown)

## Features

- Tower** 20-foot tower with manual winch  
Two pendant mounts with 1-1/2" NPT fittings standard  
Multi-head mounts optional  
Alternate NPT fittings optional
- Cabling** Three Cat 5e cables and one 16/2 power cable standard  
Alternate cables optional
- Power** Smart MPPT solar charge controller standard, Bluetooth® app for remote battery-health monitoring  
800W solar, lithium-ion battery bank with 6.67 kWh usable capacity  
24VDC system power, AC-charger included

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**WANCO INC.**  
5870 Tennyson Street  
Arvada, Colorado 80003 USA  
800-972-0755 / 303-427-5700  
[info@wanco.com](mailto:info@wanco.com)



[wanco.com](http://wanco.com)  
for more

**GENERAL SERVICES ADMINISTRATION**  
Federal Supply Service  
**Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

## Multiple Award Schedule

FSC Group: Security and Protection FSC Class: 5820  
Contract number: 47QSWA23D0008  
Contract period: Oct.6, 2022 to Oct. 5, 2027



Utilitra LLC  
200 Lakefront Pkwy  
Edwardsville, IL 62025  
Phone: 618-797-5246

Contractor's internet address/web site:  
<https://www.utilitra.com/>

Contract administration source:  
Mandy Fowler  
mandyf@utilitra.com  
618-797-5246

Business size: Small Business  
Socioeconomic status: Woman Owned business  
SBA Certified Small Disadvantaged business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Price list current as of Modification # PS-0004 effective April 15, 2024

Prices Shown Herein are Net (discount deducted)

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SCLS Matrix ..... p.5

Company Information ..... p.6

## CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
334220	334220RC	Surveillance Systems, Wearable Body Cameras, and Vehicular Video

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SIN	Manufacturer	MFR Part No.	GSA Price including IFF
334220	AXIS	01329-001	\$3.99
334220	AXIS	01330-001	\$3.99
334220	AXIS	5700-301	\$3.99

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. N/A.

2. Maximum order:

SINs	Maximum Order
334220	\$250,000.00

3. Minimum order: \$100

4. Geographic coverage (delivery area). Domestic.

5. Point(s) of production (city, county, and State or foreign country). 200 Lakefront Pkwy Edwardsville, IL 62025

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. None.

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days.

9. Foreign items (list items by country of origin). Not Applicable.

- 10a. Time of delivery. (Contractor insert number of days.) Contact Contractor.
- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor.
- 10c. Overnight and 2-day delivery. Contact Contractor.
- 10d. Urgent Requirements. Contact Contractor.
11. F.O.B. point(s). Origin.
- 12a. Ordering address(es). 200 Lakefront Pkwy Edwardsville, IL 62025
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es). Ordering Address.
14. Warranty provision. Standard Commercial Warranty Terms & Conditions.
15. Export packing charges, if applicable. Not Applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable.
17. Terms and conditions of installation (if applicable). Not Applicable.
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable.
- 18b. Terms and conditions for any other services (if applicable). Not Applicable.
19. List of service and distribution points (if applicable). Not Applicable.
20. List of participating dealers (if applicable). Not Applicable.
21. Preventive maintenance (if applicable). Not Applicable.
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable.
- 22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).  
Not Applicable.
23. Unique Entity Identifier (UEI) number. C1HXGSM9ZL77

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM.

## COMPANY INFORMATION

### *UTILITY AND TECHNOLOGY GO HAND IN HAND.*

Utilitra is a woman-owned firm specializing in utility and technology solutions.

We offer design, construction, and metering services to utilities, and also supply businesses and municipalities with robust technology services through our team of IT professionals. Our ability to integrate distinct specialties gives customers the opportunity to work with a coordinated team for the design and maintenance of their infrastructure.

We are committed to solving our client's unique challenges, whether one expert or a team of experts is needed. By adapting to the needs of their respective industries, we have built a range of services for our utility and technology customers.

Our engineers, designers, and construction professionals are adept at every aspect of utility. From the installation and maintenance of gas and electric meters, to the design and construction for our community's essential infrastructure, our years of proven expertise allow us to provide the highest quality service. Our family was built on utility.

Our approach to designing IT solutions is unique because we embrace our customers' vision and strategy. Understanding the goals and intentions of our customers' business allows us to best apply our technical expertise, all the while adapting to the rapidly shifting IT landscape.

#### Our Mission

*Delivering innovative solutions through the power of family, integrity and collaboration.*

#### Our Vision

*Growing and investing in our family of employees to exceed customer expectations in service and create enduring relationships.*

#### Our Values

- Family— In our daily interactions we treat each other with respect, trust and sincere appreciation.
- Spirit of Joy— We find value and purpose in our work leading to optimism and contagious positivity.
- Superb Customer Service— In our partnerships with our clients, we demonstrate honesty, transparency, integrity and personal communication.
- Quality— We have an unrelenting commitment to quality demonstrated through safety, determination, passion and pride.
- Listening— Intentional listening and attention leads to innovation, collaboration and entrepreneurial problem-solving.



## Consent Agenda Item No. 8.F.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution to Authorize Waiving the Formal Bidding Requirements and Approve the Purchase with Acme Sports, Inc., for Walther PDP Pro Handguns for the Bloomington Police Department, in an Amount Not to Exceed \$120,000, as requested by the Police Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

**Goal 4.** Strong Neighborhoods

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

**Background:** In 2025, the SIG Sauer P320, the firearm issued to the Bloomington Police Department ("BPD"), was banned by police academies, agencies, and training facilities nationwide due to the weapon's safety concerns. The P320 has a documented history of unintentionally discharging without a trigger pull, posing significant safety risks for officers and community members. Numerous investigations and lawsuits regarding this firearm are currently active across the country. As a result, BPD recruits at the academy are prohibited from using the P320, and current officers, including those on the SWAT team, are also not allowed to participate in external training sessions with this weapon.

In July 2025, BPD's Training Division began exploring options for a new firearm. After extensive research and testing of various firearms, the Training Division concluded that the Walther PDP Pro is the best fit for the agency. BPD is requesting authorization to waive formal bidding requirements due to several compelling factors. These include the urgent need to initiate the manufacturing process, the desire to avoid potential liability, and recent lapses in training sessions. Additionally, the Walther PDP Pro has limited availability, and the vendor has reported a \$100 price increase per pistol. To help offset costs, the vendor has also offered to purchase BPD's existing SIG Sauer firearms. Taken together, these circumstances make it critical to proceed without delay through the formal bidding process. Of note, other vendors were explored, but none were willing to accept BPD's SIG Sauer pistols to help offset costs or offer BPD the 2025 prices.

The Walther PDP Pro offers several advantages:

- A ready-to-use duty setup that includes an Aimpoint ACRO red dot sight, night sights, and spare magazines, eliminating the need for additional aftermarket components.
- Exceptional trigger performance, featuring the renowned factory Walther trigger, allowing for rapid handling and quick slide-to-dot acquisition due to the Aimpoint ACRO red dot sight.
- Reliable accuracy, consistently demonstrating impressive bullet grouping.

- An ergonomic design similar to the SIG Sauer P320, making training and proficiency with the new firearm easier and more cost-effective for the City.
- This purchase would enable BPD to maintain a standard department-issued duty pistol.

If the purchase is approved, 145x Walther PDP Pro handgun systems will be acquired at a cost of \$914 each. Each current officer will have the opportunity to purchase their existing SIG Sauer firearm, holster, and magazine holders as a package for \$350, contingent upon signing a City of Bloomington Liability Waiver. These proceeds would be applied toward the purchase of the new firearms. Handguns not purchased by officers will be traded in for a \$260 credit per firearm. The estimated costs are as follows:

Description	Quantity	Unit Cost	Total Cost
Walther PDP Pro Handgun systems	145	\$914	\$132,530
Trade in Credit	~80	Credit: \$260	(\$20,800)
Net Cost to Purchase New Handgun Systems			\$111,730
Officer Purchase of SIG Sauer	~68	Credit: \$350	(\$23,800)

**Community Groups/Interested Persons Contacted:**

**Financial Impact:** If approved, up to \$120,000 will be paid after the credit is applied toward the purchase of replacement handguns. This will be paid from Police-Other Supplies account (10015110-71190). The funds, currently estimated at \$23,800, received from BPD officers purchasing their City-issued handguns, will be recorded in the Police-Other Miscellaneous Revenue account (10015110-57990). This is not a budgeted item, however, due to safety concerns, it will be absorbed in the FY 2026 Budget. Stakeholders can locate the Police Budget in the FY 2026 Budget Book titled "Budget Overview & General Fund" beginning on page 228.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Quote
3. FET- Acme Sports Walther

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION TO AUTHORIZE WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVE THE PURCHASE WITH ACME SPORTS, INC., FOR WALTHER PDP PRO HANDGUNS FOR THE BLOOMINGTON POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$120,000**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the authorization to waive the formal bidding requirements and the purchase of Walther PDP Pro Handguns (“Purchase”) for the Bloomington Police Department (“BPD”), in the amount not to exceed \$120,000; and

**WHEREAS**, the detailed quote is attached (Exhibit A); and

**WHEREAS**, BPD staff completed extensive research into various handguns and have determined the Walther PDP Pro system to be the best fit for the City; and

**WHEREAS**, the Purchase consists of a ready out of the box set up, coming fully equipped, reliable, and ergonomically similar to the Sig Sauer P320, making training and proficiency on the firearm easier and less costly to the City; and

**WHEREAS**, the cost of one hundred and forty-five (145) Walther PDP Pro handgun systems is \$132,530, which will be reduced by \$20,800 with a trade-in credit for a total cost of \$111,730; and

**WHEREAS**, the cost will be further offset by an estimated sixty-eight (68) officers purchasing their prior weapons for an estimated total credit back to the Police Department of \$23,800; and

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

**WHEREAS**, BPD is also requesting authorization to waive formal bidding requirements due to several compelling factors, including the urgent need to initiate the manufacturing process, the desire to avoid potential liability, and recent lapses in training sessions. Additionally, the Walther PDP Pro has limited availability, and the vendor has reported a \$100 price increase per pistol. To help offset costs, the vendor has also offered to purchase BPD’s existing SIG Sauer firearms. Taken together, these circumstances make it critical to proceed without delay through the formal bidding process; and

**WHEREAS**, the City Council finds it in the best interest of the City to waive the formal bidding requirements and 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.** That the formal bidding requirements are waived.

**SECTION 3.** The City Manager, or designated representatives, are authorized to execute the Purchase, and any other documents necessary to complete this transaction.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



# Sales Quote

**Bloomington Police Department**  
**Re: Walther PDP Pro Acro**

Date: **1/30/26**

Prepared for: Assistant Chief Chad Wamsley Bloomington Police Department 305 S. East Street Bloomington, IL 61701 (309) 434-2372 <a href="mailto:cwamsley@cityblm.org">cwamsley@cityblm.org</a>		Prepared by: Steven Roberts   LE Sales Rep. <b>Acme Sports, Inc.</b> 800 E. Tipton Street Seymour, IN 47274 (812) 528-0692 <a href="mailto:Steve@acmesportsinc.com">Steve@acmesportsinc.com</a>
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Quantity	Item #	Description	Unit Price	Line Total
145	2881225PROLE	Walther PDP Full Size - 4.5" PRO (ACRO INSTALLED) - 18 RND -LAW ENFORCEMENT ONLY	\$914.00	\$132,530.00
		<u>Less Trade</u>		
80		Agency Used Sig Sauer P320s with Romeo 1 Pro w/ used holster	-\$260.00	-\$20,800.00

Please confirm pricing and availability after: 1/31/26

Accepted: \_\_\_\_\_  
 Assistant Chief Chad Wamsley

<b>Tax:</b>	<b>\$0.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$111,730.00</b>

To: Acme Sports, Inc.  
P.O. Box 432  
800 E. Tipton Street  
Seymour, Indiana 47274

City Manager Jeff Jurgens  
City of Bloomington Administration Department  
115 E Washington St Suite 402  
Bloomington, IL 61701

Date: 01/28/2026

Re: Authorization to Purchase

This letter is to authorize the purchase of the following firearms:

· One hundred forty (145) - Walther PDP Full Size - 4.5" PRO (ACRO INSTALLED) - 18 RND -LAW ENFORCEMENT ONLY; model number 2881225PROLE.

This purchase is subject to Bloomington City Council approval on February 09, 2026.

The firearms being purchased are to be the property of the Bloomington Police Department and will be used as departmental firearms for the use by officers authorized by law to make arrests and carry firearms in the performance of their official duties. These firearms are not being acquired for the purpose of resale or transfer.

Sincerely,

  
Jeff R. Jurgens  
City Manager  
City of Bloomington



**Consent Agenda Item No. 8.G.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

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

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

**Goal 1.** Financially Sound City Providing Quality Basic Services

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

**Background:** In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor range and police training facility on land located fourteen miles east of Bloomington on Route 9. An intergovernmental agreement ("IGA") was signed in September 1994 detailing policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions. The current IGA expired on December 31, 2025. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2026, to December 31, 2026. This is a one-year agreement.

**Community Groups/Interested Persons Contacted:** County of McLean

**Financial Impact:** If approved, the County of McLean will pay \$8,221.98 for the use of the facility for calendar year 2026. This will be recorded in the Police-McLean County account (10015110-53320). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 228.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - IGA

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN FOR USE OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANGE FACILITY**

**WHEREAS**, subject to the provisions of the City Code, staff are recommending an Intergovernmental Agreement with the County of McLean (“County”) for the County’s use of the City’s Police shooting range, where the County would pay the City of Bloomington (“City”) \$8,221.98 for the calendar year 2025 (Exhibit A); and

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

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

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

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

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

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

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

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

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

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

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

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

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

**II. DEFINITIONS**

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

"Agency/Agencies": The County of McLean Police Agency.

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

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

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

#### **IV. USE OF THE FACILITY**

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

##### **A. Scheduling**

The agency will submit requests to the Chief by December 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

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

##### **B. Supervision**

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

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

### **C. Equipment**

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

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

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

### **D. Damage**

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

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

### **E. Annual Range Preparation**

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

## **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2026. This fee shall be paid on January 1<sup>st</sup> of 2026 and shall represent payment for use from January 1, 2026 until December 31, 2026. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

## **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup>. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

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

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

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

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

## **VIII. AMENDMENT OF AGREEMENT**

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

**IX. TERM**

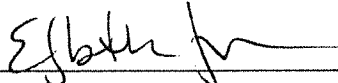
This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2026 and terminating on December 31, 2026. First payment is due January 1, 2026.

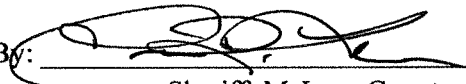
**X. SEVERABILITY**

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

December 1, 2025  
Date

COUNTY OF MCLEAN

By:   
Chairman, McLean County Board

By:   
Sheriff, McLean County

ATTEST: Kathy Michael  
McLean County Clerk

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Bloomington City Clerk



## Consent Agenda Item No. 8.H.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving an Amendment to the Agreement with Thorn Run Partners, LLC, for Federal Lobbying Professional Services, as requested by the Legal 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

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

**Objective 2e.** Investing in the City's future through a realistic, funded capital improvement program

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** On February 13, 2023, Council approved a three (3) year agreement with Thorn Run Partners, LLC ("TRP"), to provide a critical bridge to engage at the Federal level for funding, legislation, bipartisan relationship building, advocacy for the City's needs, policy depth, and strategic communications. This has proven to be a quality investment over the past three years for the City. The proposed amendment to the agreement would extend TRP's services for an additional three years.

TRP has built strong relationships with Senators Durbin and Duckworth and Representatives LaHood and Sorensen for the benefit of the City, with consistent support for the City's priorities. These relationships played a significant role in the city receiving \$4 million in federal funding since 2024 for Hamilton Road and the Locust Colton combined sewer separation and another \$1.7 million under consideration in the FY 2026 appropriations legislation for the East St. Basin (\$1.1 million) and the BPD Real Time Crime Center (\$557k). While we are grateful to our legislators for actually getting the city federal funding and positioning us for this next round, it was Thorn Run's knowledge of how the federal funding process works and of the different funding sources that paved the way.

Currently, the City is working with TRP for viable projects for the FY 2027 funding process.

TRP closely monitors new and/or changing legislation and keeps the City informed about how changes may positively or negatively impact the City. There is some significant legislation in process currently, such as the Federal Housing Legislation, which could increase the City's access to federal resources through new grant and incentive programs that could increase the housing supply and affordability by reducing regulatory barriers, streamlining permitting, and

providing access to expanded financing to create more affordable and workforce housing. Low-Income Housing Tax Credit, which could be pivotal in the development of affordable housing and the continuation of the City being able to benefit from letting tax-exempt municipal bonds, which were in jeopardy of being eliminated or reduced to fund other portions of the bill.

TRP has developed relationships with Administration, Council, Directors, and the community and is constantly reassessing the priorities, needs, and long-term strategies of the City through open and frequent communication and collaboration. Recently, TRP was ranked by Bloomberg as a "standout firm" with high client retention rates and was recognized by POLITICO as one of the nation's top 10 lobbying firms.

City staff recommend approving an Amendment to an Agreement for another three (3) years from February 1, 2026, through January 31, 2029. TRP is requesting a very modest increase from a flat fee of \$7,500 per month to \$8,000 per month to address overall rising costs. The total cost over three years would be \$288,000. The City has benefited from this flat monthly fee that was negotiated as part of the Request for Proposals solicitation when TRP was still a young firm established in 2010. Now the City has built a long-term relationship with the nation's eighth-largest lobbying firm, whose foundation is built on bipartisan expertise, client service, and strategic policy insight.

**Community Groups/Interested Persons Contacted:**

**Financial Impact:** If approved, the City will amend an Agreement with Thorn Run Partners, LLC, for Federal Lobbying Professional Services for three more years for a total cost of \$288,000. Funds are included in the Fiscal Year ("FY") 2026 Budget (\$24,000) and the FY 2027 Proposed Budget (\$96,000) under Administration-Other Professional & Technical Services account (10011110-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund on page 137. Administration has included the amount in the FY 2027 Proposed Budget (\$96,000), and if approved, will include the future year amounts in the FY 2028 (\$96,000) and FY 2029 (\$72,000) budget submissions.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH THORN RUN PARTNERS, LLC, FOR FEDERAL LOBBYING PROFESSIONAL SERVICES**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending that an Amendment to the Agreement with Thorn Run Partners, LLC (“Exhibit A”), be approved for the Federal Lobbying Professional Services (“SERVICES”); and

**WHEREAS**, the SERVICES consist of federal lobbying, advancing the City’s Federal objectives, including appropriations and grant funding for local infrastructure projects and initiatives, helping drive policy and regulatory changes, and helping the City build relationships with Illinois Senators and Representatives; and

**WHEREAS**, Council approved a three-year agreement with Thorn Run Partners, LLC, on February 13, 2023, for such services listed above; and

**WHEREAS**, the Amendment to the Agreement would extend their services for an additional three years from February 1, 2026, through January 31, 2029; and

**WHEREAS**, Funds are included in the Fiscal Year ("FY") 2026 Budget (\$24,000) and the FY 2027 Proposed Budget (\$96,000), and if approved, will include the future year amounts in the FY 2028 (\$96,000) and FY 2029 (\$72,000) budget submissions for a total agreement amount of \$288,000; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the Amendment to 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 Amendment to the Agreement, and any other documents necessary to complete this transaction.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**FIRST AMENDMENT TO  
AGREEMENT FOR FEDERAL LOBBYING SERVICES**

This First Amendment to the CITY OF BLOOMINGTON AGREEMENT WITH THORN RUN PARTNERS FOR LOBBYING SERVICES, is made and entered into this \_\_\_\_ day of February 2026, by and between the City of Bloomington, Illinois (hereinafter “CITY”) and Thorn Run Partners (hereinafter “TRP”).

**WHEREAS**, on February 17, 2023, the CITY and TRP entered into an Agreement for Federal Lobbying Services (the “Agreement”); and

**WHEREAS**, the CITY and TRP desire to amend the Agreement to extend its term, update Exhibit B, and confirm all other provisions remain in full force and effect;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Amendment to Section 29 – Term**

Section 29 of the Agreement is hereby amended to read as follows:

Section 29. Term. The term of this Agreement shall be from February 1, 2026, through January 31, 2029. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

**2. Compensation**

The CITY shall pay TRP \$8,000 per month for services rendered under the Agreement during the extended term.

**3. Amendment to Exhibit B – Compensation Schedule**

The Cost section of Exhibit B of the Agreement is hereby amended to include the following:

Year 4 (2/1/2026 – 1/31/2027): \$96,000

Year 5 (2/1/2027 – 1/31/2028): \$96,000

Year 6 (2/1/2029 – 1/31/2029): \$96,000

**4. Remaining Provisions**

Except as expressly amended herein, all other provisions of the original Agreement shall remain unchanged and in full force and effect.

(Signatures on the next page).

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date of the last signature below.

CITY OF BLOOMINGTON, ILLINOIS

THORN RUN PARTNERS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Consent Agenda Item No. 8.I.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 2

**Subject:** Consideration and Action on a Resolution Approving an Engineering Services Agreement for the Fox Creek Road and Bridge Project for Motor Fuel Tax (MFT) Funds, with Fehr Graham, in an Amount Not to Exceed \$250,719, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

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

**Objective 2a.** Better quality roads and sidewalks

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** If approved, the City will use state Motor Fuel Tax ("MFT") funds to enter into an Engineering Services Agreement with Fehr Graham for Project Management and Administration Services for the Fox Creek Road and Bridge project. The Illinois Department of Transportation ("IDOT") required MFT funds to be committed to the project before contracts or agreements for construction, construction engineering services, or project management services could be presented to the Council for approval. The IDOT resolution committing the MFT funds to the project was considered and approved by Council at the January 26, 2026, meeting (Resolution #2026-011). The Fox Creek Road and Bridge project has been a priority for the City for many years and will improve the road and bridge to match the roadway design east and west of the project area.

Through the approved agreement, not to exceed \$250,719, Fehr Graham will provide Project Management and Administration Services for the project. For the past 2 years, Fehr Graham has served as the City's Project Manager, leading the efforts to complete design development and prepare the project for construction. Given the multiple Engineering-led, large-scale projects currently under construction and in development, the Engineering staff do not have the ability to perform the project management duties for this project. The Fehr Graham staff member who has been leading the effort will continue in the role. This will provide continuity for the project and help ensure construction is completed effectively and efficiently. Additional details on the scope and fee can be found in the attached documents.

In 2023, the Engineering Department initiated the drafting of a Request for Statement of Qualifications ("RFQ") in compliance with IDOT Local Roads guidelines for On-Call Professional Engineering Services. The RFQ was published in *The Pantagraph* and posted on the City's Procurement Portal, *OpenGov*, inviting prospective firms to participate. The City selected Fehr Graham as the firm to provide the on-call services. The projects assigned to Fehr Graham included project management services for the Fox Creek Road and Bridge

Project. Engineering staff, through coordination with the Legal Department, requested that Fehr Graham provide the services using the IDOT-approved procurement method that allows the City to secure services from a firm that has an existing relationship with the City and has provided successful services in the past. City staff are confident that entering into this agreement is in the community's best interest to ensure the successful completion of the Fox Creek Road and Bridge project.

A general rule of thumb for the cost of construction services is 10 - 12% of the construction costs, while, historically, staff have used 10% for budgetary purposes. The amount depends upon the project's size, complexity, and scope. The proposed agreement, along with the separate Construction Engineering Services item being considered (\$1,614,949), is 10.2% of construction costs (\$18,247,000). Any unused funds will be returned to the City.

The Fox Creek Road Bridge replacement will increase the safety and capacity of Fox Creek Road and provide multi-modal access to cross the Union Pacific Railroad. This project is within the Hamilton/Fox Creek corridor, which provides east-west mobility for the community. The new roadway will consist of two lanes in each direction with a bidirectional center turn lane, totaling five travel lanes. The City will replace the bridge (which will have the same cross-section as the rest of the roadway) and install traffic signals at the intersections of Fox Creek Road at Danbury Drive and Fox Creek Road at Beich Road. In addition, the City will construct a 10-foot-wide multi-use trail north of the roadway, connecting the existing trail east and west of the project limits, as well as a sidewalk south of the roadway. These improvements will provide a road design similar to the roadway east and west of the project area. More information about the project is available on the City website at: [www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements](http://www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements)

This agenda item covers Project Management and Administration Services. Separate agenda items are included for the construction engineering services and the construction of the project.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will enter into an Engineering Services Agreement with Fehr Graham, in an amount not to exceed \$250,719. This will be paid from the Motor Fuel Tax-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 234, and 235.

**Attachments:**

1. Resolution
2. Resolution Exhibit A - Agreement
3. Project Map

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE FOX CREEK ROAD AND BRIDGE PROJECT FOR MOTOR FUEL TAX FUNDS, WITH FEHR GRAHAM, IN AN AMOUNT NOT TO EXCEED \$250,719**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a Project Management and Administration Engineering Services Agreement for Motor Fuel Tax (“MFT”) Funds (“Agreement”) between the City of Bloomington and Fehr Graham, for the Fox Creek Road and Bridge Project (“Project”); and

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

**WHEREAS**, the Project will increase safety and provide an improved continuous east-west transportation corridor south of Veterans Parkway; and

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

**WHEREAS**, the Agreement includes Project Management and Administration Engineering Services; and

**WHEREAS**, the Agreement also includes acting as the City’s representative with stakeholders, consultants, utilities, contractors, the Illinois Department of Transportation, and others; and

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

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

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

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For MFT PE/CE

Agreement Type Original

Using State Funds (Non-MFT)?  Yes  No

LOCAL PUBLIC AGENCY

Local Public Agency: City of Bloomington, County: McLean, Section Number: 06-00337-00-BR, Job Number: [blank], Project Number: [blank], Contact Name: Bob Yehl, Phone Number: (309) 434-2225, Email: byehl@cityblm.org

SECTION PROVISIONS

Local Street/Road Name: Fox Creek Road, Key Route: FAU 6429, Length: 2485', Structure Number: PR 057-6343, Location Termini: 400' West of Savanna Road to 175' East of Beich Road

Project Description: The existing structure carrying Fox Creek Road over the UPRR will be replaced with a proposed wider structure. Fox Creek Road will be widened and resurfaced to consist of a five-lane urban cross section. A continuous multi-use path will be constructed along the North side of Fox Creek Road. The intersections of Fox Creek Road/Danbury Drive and Fox Creek Road/Beich Road will be improved including traffic signals. This project also includes drainage improvements, water main improvements, sidewalk construction and replacement, landscaping, and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

Engineering Funding:  MFT/TBP,  State,  Other; Anticipated Construction Funding:  Federal,  MFT/TBP,  State,  Other, MFT, GCPF

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering  Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Fehr Graham, Contact Name: Jason Stoll, Phone Number: (815) 562-9087, Email: jstoll@fehrgraham.com, Address: 515 Lincoln Highway, City: Rochelle, State: IL, Zip Code: 61068

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

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

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

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Transportation

Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.

In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
EXHIBIT B: Project Schedule
EXHIBIT C: Qualification Based Selection (QBS) Checklist
EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514 )
EXHIBIT \_\_\_ : Direct Costs Summary Sheet

I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
(a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
(b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA.
9. For Preliminary Engineering Contracts:
(a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
(b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law.
(c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
(a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.

- (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COSTS tab in BLR 05513 or BLR 05514).

## II. THE LPA AGREES,

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

Method of Compensation

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

## III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.

Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. The the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.
8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to

the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
13. For Construction Engineering Contracts:
- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this

AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Fehr Graham	36-2780335	\$250,719.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$250,719.00
Total for all work		\$250,719.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)  
 12-2-2025

By (Signature & Date)  
 12-2-2025

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Fehr Graham	McLean	06-00337-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

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

See attached Scope of Services "Attachment A".

December 2, 2025

Jim Karch, PE, MPA  
Engineering Director  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

**RE: Proposal for Professional Engineering Services  
Fox Creek Road Overpass Project Management (Section 06-00337-00-BR)**

Dear Jim,

Please accept this proposal for professional services associated with the Fox Creek Road Overpass project. For the past two years, Fehr Graham has had the pleasure of assisting the City of Bloomington in the advancement of the above-referenced project. The project is being designed by Benesch and has advanced to the bidding stage. With bidding expected to be completed in December and the project awarded in January, this proposal will outline details for Fehr Graham's involvement during the construction phase of Fox Creek Road. Construction is expected to be completed by November 30, 2027.

The following proposal details the scope of services Fehr Graham will provide during the construction phase of the project.

### **PROJECT MANAGEMENT & ADMINISTRATION SERVICES**

Fehr Graham will act as an extension of the City of Bloomington staff when executing the following scope of services. The intent of this contract is to provide the necessary Project Management and Administrative Services necessary while the project is under construction. Services are anticipated to include the following:

- » Progress meetings with the Phase III Engineering Consultant (Hutchison)
- » Coordination on RFIs, shop drawing reviews, and other project coordination related items with the design engineer (Benesch)
- » Internal meetings with the City of Bloomington
- » Staff and council memos (as needed)
- » Pay estimate review and processing
- » Review and filing of certified payroll reports
- » Preparation of Quarterly Reports to ICC and railroad coordination (Including Potential ICC Order for Time Extension Expected in Fall of 2026)
- » Coordination for utility relocations (Continued and on-going)
- » Pre-construction meeting attendance
- » Consultant Invoice Processing with Benesch and Hutchinson
- » Other coordination, as requested by the City of Bloomington

It is assumed for the purposes of this proposal that our services will be necessary from the time of contract award and project start (estimated to be February 1, 2026) through March 1, 2028 (end of project closeout). The length of project time is estimated to be 108 weeks. Manhour estimates have been developed, assuming 16 hours per week while construction activities are ongoing and 8 hours per week during period of construction shut down time and after substantial project completion through project completion. Should additional hours be required or adjustments be made to the assumed project schedule, additional fee may be required. A schedule of the manhours estimate is below:

	Project Management Time	Project Administrative Time
February 1, 2026, through March 30, 2026 (8 hours per week)	64 hours	12 hours
April 1, 2026, through November 30, 2026 (16 hours per week)	560 hours	43 hours
December 1, 2026, through March 30, 2027) (8 hours per week)	136 hours	21 hours
April 1, 2027, through November 30, 2027 (16 hours per week)	560 hours	43 hours
December 1, 2027, through March 1, 2028 (8 hours per week)	104 hours	16 hours
Total Hours	1,424 hours	135 hours

## EXCLUSIONS

The following items are **not** included in the scope of services proposed here:

- » Phase III Construction Engineering services including construction engineering, construction observation and documentation, and construction staking
- » Environmental studies and coordination
- » Shop drawing reviews or other technical reviews related to engineering and structural engineering design
- » Value Engineering efforts
- » RR and ICC Coordination beyond that listed above
- » Materials testing
- » Design Engineering for field changes
- » Structural Engineering
- » CMMS IDOT Documentation
- » As-builts and Record Drawings

## SCHEDULE

Fehr Graham can initiate this project upon receipt of formal authorization to proceed. Schedule for the project is anticipated to be as outlined in the above table. Changes to the project schedule may require additional fee.

## FEES

We are prepared to provide these services as outlined on a cost plus fixed fee basis estimated at \$250,719 per the attached IDOT standard documents.

Payment for the services rendered will be requested via an invoice prepared monthly.

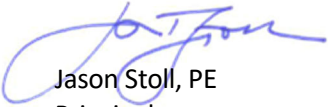
December 2, 2025  
Jim Karch, City of Bloomington  
Fox Creek Road Overpass Project Management  
Page 3

## **AUTHORIZATION**

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

If you should have any questions or concerns, please do not hesitate to contact me in the office at 815.562.9087.

Sincerely,



Jason Stoll, PE  
Principal

JTS:ted

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Fehr Graham	McLean	06-00337-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Project Award - January 2026  
Begin Work - February 1, 2026  
End of Project - November 30, 2027  
Close - March 31, 2028

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Fehr Graham	McLean	06-00337-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Using State Funds (Non-MFT)	If no is selected for using Federal Funds, this choice will appear. Select yes or no based on the use of State Funds for engineering.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected, then answer the question Using State Funds (Non-MFT). If yes is selected, then select State Funded CE, State Funded PE or State Funded PE/CE from the drop-down. If no was selected for using State Funds (Non-MFT), then select MFT PE, MFT CE or MFT PE-CE from the drop down.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of three locations. If there are more than three locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add an additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

## Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise. This is also required to be completed if the method of compensation is Lump Sum.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed. When Direct Costs is selected for an exhibit, the direct costs worksheet will show as part of the form. Use the add button to add an additional Direct Costs sheet for additional consultants named in the agreement. Direct Costs are only allowed for items listed on the direct cost sheet. The user will need to complete the worksheet if selected.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

### Instructions for BLR 05530 - Page 3 of 3

#### Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

#### Agreement Signatures

##### Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

##### Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

##### For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

When submitting the form via USPS mail, submit a minimum of four (4) signed originals with applicable attachments to the Regional Engineer's District office. The form may be submitted electronically with electronic signatures with applicable exhibits.

Following IDOT's approval distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- Bureau of Local Roads and Streets



<b>Local Public Agency</b> City of Bloomington	<b>County</b> McLean	<b>Section Number</b> N/A
<b>Prime Consultant (Firm) Name</b> Fehr Graham	<b>Prepared By</b> Brock Sutton	<b>Date</b> 11/26/2025
<b>Consultant / Subconsultant Name</b> Fehr Graham	<b>Job Number</b> 	

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

**Remarks**

Fox Creek Road - Project Management

### PAYROLL ESCALATION TABLE

CONTRACT TERM	26	MONTHS			
START DATE	2/1/2026		OVERHEAD RATE	128.23%	
RAISE DATE	1/1/2027		COMPLEXITY FACTOR	0	
			% OF RAISE	3.00%	
END DATE	3/31/2028				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2026	1/1/2027	11	42.31%
1	1/2/2027	1/1/2028	12	47.54%
2	1/2/2028	4/1/2028	3	12.24%

The total escalation = 2.09%



**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

N/A

**Consultant / Subconsultant Name**

Fehr Graham

**Job Number**

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	15000	\$0.70	\$10,500.00
Vehicle Owned or Leased (no mileage charge allowed)	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$10,500.00</b>



**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

N/A

**Consultant / Subconsultant Name**

Fehr Graham

**Job Number**

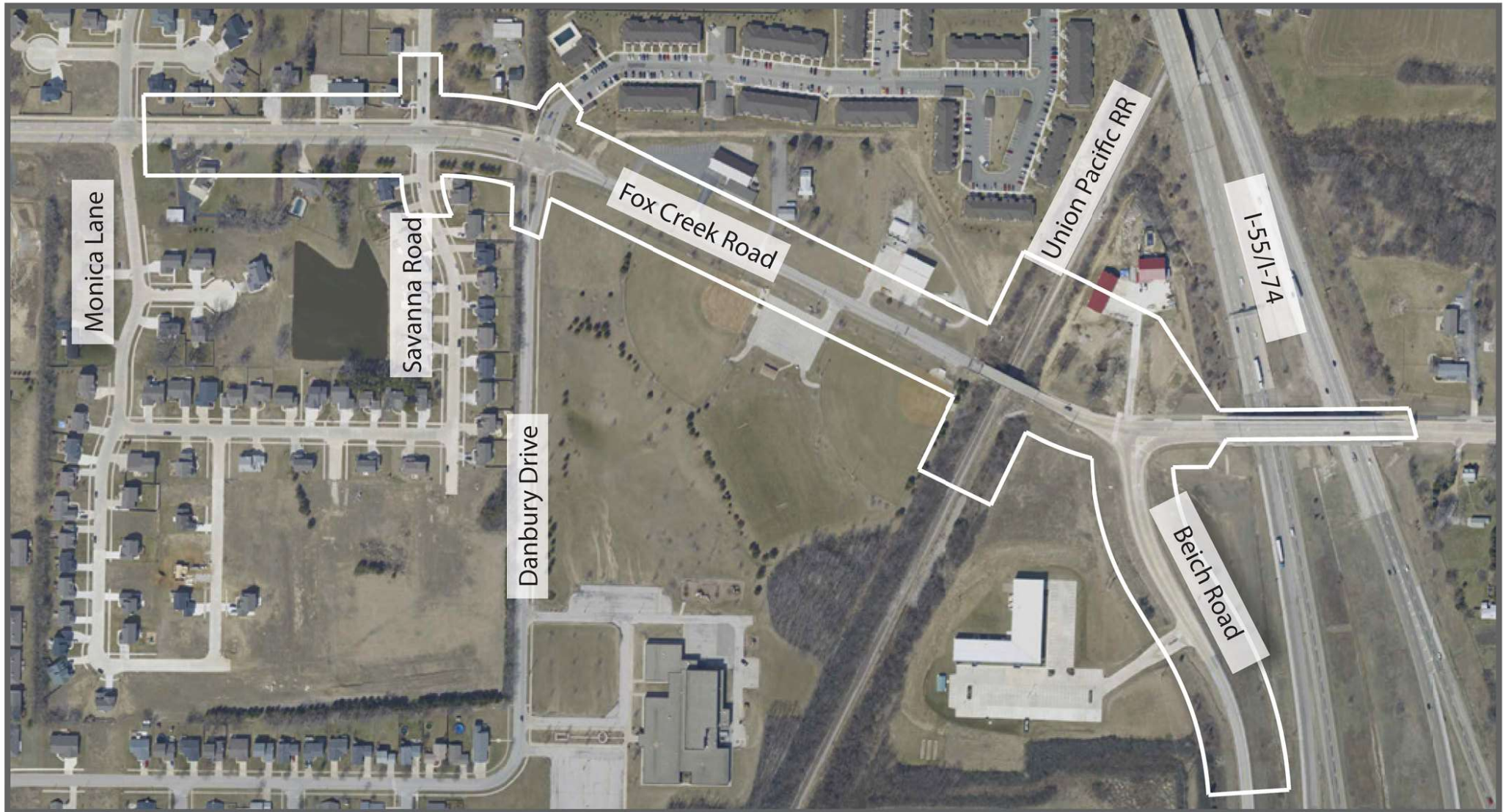
**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management & Admin											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	87.80	27.0	1.73%	1.52	27	1.73%	1.52									
Project Manager	60.43	1,424.0	91.34%	55.19	1424	91.34%	55.19									
Project Administrator	32.78	108.0	6.93%	2.27	108	6.93%	2.27									
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<b>TOTALS</b>		1559.0	100%	\$58.98	1559.0	100.00%	\$58.98	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

# Fox Creek Road & Bridge Improvements





## Consent Agenda Item No. 8.J.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 2

**Subject:** Consideration and Action on (1) a Resolution Approving an Agreement with Stark Excavating, Inc., for Fox Creek Road & Bridge Improvements (Bid #2026-11), in the Amount of \$18,247,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Motor Fuel Tax ("MFT") Fund, to Utilize Reserves, in the Amount of \$1,343,465.88, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution and Ordinance be approved.

**Strategic Plan:**

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

**Objective 2a.** Better quality roads and sidewalks

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** If approved, the City will enter into a Construction Agreement with Stark Excavating, Inc. for the construction of the Fox Creek Road & Bridge Improvements, along with other associated improvements described below, using state Motor Fuel Tax ("MFT") funds. The Illinois Department of Transportation ("IDOT") required MFT funds to be committed to the project before contracts or agreements for construction, construction engineering services, or project management services could be presented to the Council for approval. The IDOT Resolution committing the MFT funds to the project was considered and approved by Council at the January 26, 2026, meeting (Resolution #2026-010).

The Fox Creek Road Bridge replacement will increase the safety and capacity of Fox Creek Road and provide multi-modal access to cross the Union Pacific Railroad. This project is within the Hamilton/Fox Creek corridor, which provides east-west mobility for the community. The new roadway will consist of two lanes in each direction with a bidirectional center turn lane, totaling five travel lanes. The City will replace the bridge (which will have the same cross-section as the rest of the roadway) and install traffic signals at the intersections of Fox Creek Road at Danbury Drive and Fox Creek Road at Beich Road. In addition, the City will construct a 10-foot-wide multi-use trail north of the roadway, connecting the existing trail east and west of the project limits, as well as a sidewalk south of the roadway. These improvements will provide a road design similar to the roadway east and west of the project area. More information about the project is available on the City website at:

[www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements](http://www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements)

The project was advertised by the City to solicit competitive bids. Bids were received until 9:00 AM on Friday, January 9, 2026, electronically via the City's e-Procurement Portal, *OpenGov*. One responsible bidder submitted bids on January 9th. A full bid tabulation is attached.

This agenda item covers the construction of the Fox Creek Road and Bridge project. Separate agenda items are included for the construction engineering services and the project management and the administration services of the project.

**Community Groups/Interested Persons Contacted:** The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on November 4, 2025.

**Financial Impact:** If approved, the City will enter into a Construction Agreement with Stark Excavating, Inc. in the amount of \$18,247,000 for the Fox Creek Road and Bridge Improvements (Bid #2026-11). This is included in the FY 2026 Budget at a cost of \$16,478,720. This will be paid from the Motor Fuel Tax Fund-Street Construction & Improvement account (20300300-72530). As part of this project, the City will be reimbursed from the ICC Grade Crossing Protection Funds in the amount of \$5,482,337. Stakeholders can locate this project in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 234, and 235. Details regarding the account codes for the budget amendment totaling \$1,343,465.88 are located in "Exhibit A".

**Attachments:**

1. Resolution
2. City Resolution - Exhibit A
3. Ordinance
4. Ordinance - Exhibit A
5. Bid Tabulation
6. Project Map

**RESOLUTION NO. 2026- \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR FOX CREEK ROAD & BRIDGE IMPROVEMENTS (BID #2026-11), IN THE AMOUNT OF \$18,247,000**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Stark Excavating, Inc. (“Stark”), be approved for the Fox Creek Road & Bridge Improvements Construction (“Exhibit A”), in the amount of \$18,247,000 (“Project”); and

**WHEREAS**, the Project consists of work necessary for the new roadway that will consist of two lanes in each direction with a bidirectional center turn lane, the installation of a new bridge across the Union Pacific Railroad, new traffic signals, and a new watermain across the railroad; and

**WHEREAS**, the Project also includes the extension and connection of the multi-use trail on the north side of the roadway and the construction of a sidewalk on the south side of the roadway; and

**WHEREAS**, the Project will increase safety and provide an improved continuous east-west transportation corridor south of Veterans Parkway; and

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

**WHEREAS**, the 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 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



Contractor's Name

Stark Excavating, Inc.

Contractor's Address

1805 W. Washington ST.

City

Bloomington

State

IL

Zip Code

61701

STATE OF ILLINOIS

Local Public Agency

Bloomington

County

McLean

Section Number

06-00337-00-BR

Street Name/Road Name

FAU 6429 (Fox Creek Road)

Type of Funds

MFT, GCPF

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
Bloomington	FAU 6429 (Fox Creek Road)	McLean	06-00337-00-BR

1. THIS AGREEMENT, made and concluded the 9th day of February 2026 between the City of Bloomington, known as the party of the first part, and Stark Excavating, Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 06-00337-00-BR in Bloomington, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Bloomington  
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Stark Excavating, Inc.

Vice President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

02/03/2026

(SEAL, if required by the LPA)

**Instructions for BLR 12320 - Page 1 of 2**  
Instructions are not to be submitted with the form.

This form shall be used to execute Local Public Agency (LPA) contracts. The successful bidder must complete this form for formal contract proposals. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual (BLRS) for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will auto-populate.

Contractor's Name	Insert Contractor's name.
Contractor's Address	Insert Contractor's address.
Local Public Agency	Insert the name of the LPA.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Type of Funds	Insert the type of funds being used to fund this project.
<b>For a County and Road District Project</b>	
Highway Commissioner Signature	For a Road District Project the Highway Commissioner shall sign and date here.
County Engineer/Superintendent of Highways	For a road district project or county project, the County Engineer/Superintendent of Highways shall sign and date here.
<b>For a Municipal Project</b>	
Signature and Date	For a Municipal project the appropriate municipal official shall sign and date here.
Official Title	Insert the title of the official who signed above.
<b>Department of Transportation</b>	
Regional Engineer Signature & Date	Upon a limited review the Regional Engineer shall sign and date here.
#1	
Day	Insert the Day the contract is made between the two parties.
Month, Year	Insert the month and year that corresponds to the date listed to the left.
Local Public Agency Type	From the drop-down, select the LPA type.
Local Public Agency	Insert the name of the LPA.
#3	
Section Number	Insert the section number without dashes that applies to this project.
Local Public Agency	This field is automatically completed based on previous entries.
Date	Insert the date the documents for bidding were approved by IDOT.
#4	
Local Public Agency Type	From the drop-down list, select the LPA type.
Local Public Agency	Insert the name of the local public agency.

**Instructions for BLR 12320 - Page 1 of 2**

Signatures

Local Public Agency Clerk

LPA Clerk shall sign, seal and date here.

Seal

The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.

By:

The awarding authority duly designated contracting official must sign and date here.

If a corporation

Corporate Name

If a corporation, insert the name of the corporation, followed by the signature of the corporate president with the date of signature.

Attest

The secretary of the corporation shall sign and date here.

If a partnership

Partner Signature

If a partnership, the first partner must sign and date here. The second partner must sign and date the line below.

Party of the Second Part

If a partnership insert the name of the corporation.

If an Individual

If an individual the successful bidder shall sign and date here.

**A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk

Successful Bidder

Engineer (Municipal, Consultant or County)

District File

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR  
ENDING APRIL 30, 2026, IN THE AMOUNT OF \$1,343,465.88**

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

**WHEREAS**, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Motor Fuel Tax Fund Budget, to Utilize Reserves, in the amount of \$1,343,465.88, as requested by the Engineering and Finance Departments.

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

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

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

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

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

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

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2026 Budget Amendment - Exhibit A**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
20300300-40000	Motor Fuel Tax Fund	Use of Fund Balance	\$ (1,343,465.88)
20300300-72530	Motor Fuel Tax Fund	Street Contruction & Improvements	\$ 1,343,465.88
<b>Net Transaction:</b>			<b>\$ -</b>



**EVALUATION TABULATION**

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

RESPONSE DEADLINE: January 9, 2026 at 9:00 am

Report Generated: Monday, January 12, 2026

**BID #2026-11 - FOX CREEK ROAD & BRIDGE IMPROVEMENTS**

Base Bid Per the following contract time: Interim completion date of February 21, 2027, which includes the bridge, retaining walls, and watermain. The Contractor will not be allowed any additional days to complete the work from Sta 138+96.79 to Sta 142+55 except the deck overlay and concrete barrier between the multi-use path and traffic lanes. Substantial completion date for the project of September 27, 2027, with all punch list work to be completed by November 24, 2027. These contract times shall not be amended due to inclement weather, or any contract delay claims for any reason. The Contract will not be allowed any additional days to complete any remaining grading, seeding, and landscaping. Bidders are asked to provide Base Bid unit prices required to meet the Base Bid Completion and Interim Dates, factoring in anticipated extra effort such as overtime and/or multiple crews if needed to overcome potential delays due to utilities, weather, or other factors.

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	155	UNIT	\$39.00	\$6,045.00
X	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	284	UNIT	\$49.00	\$13,916.00
X	20101000	TEMPORARY FENCE	497	FOOT	\$9.10	\$4,522.70
X	20101100	TREE TRUNK PROTECTION	9	EACH	\$200.00	\$1,800.00
X	20200100	EARTH EXCAVATION	4586	CU YD	\$62.00	\$284,332.00
X	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	984	CU YD	\$41.00	\$40,344.00

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20400800	FURNISHED EXCAVATION	3603	CU YD	\$50.00	\$180,150.00
X	20800150	TRENCH BACKFILL	1701	CU YD	\$170.00	\$289,170.00
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	2387	CU YD	\$81.00	\$193,347.00
X	25000110	SEEDING, CLASS 1A	5	ACRE	\$2,000.00	\$10,000.00
X	25000400	NITROGEN FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00
X	25000500	PHOSPHORUS FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00
X	25000600	POTASSIUM FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00
X	25100115	MULCH, METHOD 2	4.5	ACRE	\$1,200.00	\$5,400.00
X	25100630	EROSION CONTROL BLANKET	11907	SQ YD	\$1.40	\$16,669.80
X	25100635	HEAVY DUTY EROSION CONTROL BLANKET	1218	SQ YD	\$2.10	\$2,557.80
X	28000250	TEMPORARY EROSION CONTROL SEEDING	303	POUND	\$1.00	\$303.00
X	28000400	PERIMETER EROSION BARRIER	5106	FOOT	\$4.40	\$22,466.40
X	28000500	INLET AND PIPE PROTECTION	2	EACH	\$690.00	\$1,380.00
X	28000510	INLET FILTERS	55	EACH	\$300.00	\$16,500.00
X	28001100	TEMPORARY EROSION CONTROL BLANKET	3930	SQ YD	\$2.10	\$8,253.00
X	28001200	TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET	1292	SQ YD	\$2.10	\$2,713.20

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	28100105	STONE RIPRAP, CLASS A3	44	SQ YD	\$110.00	\$4,840.00
X	28200200	FILTER FABRIC	50	SQ YD	\$4.50	\$225.00
X	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	14122	SQ YD	\$47.00	\$663,734.00
X	31101300	SUBBASE GRANULAR MATERIAL, TYPE B 5"	1562	SQ YD	\$41.00	\$64,042.00
X	35400300	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 8"	682	SQ YD	\$110.00	\$75,020.00
X	40201000	AGGREGATE FOR TEMPORARY ACCESS	320	TON	\$140.00	\$44,800.00
X	40600275	BITUMINOUS MATERIALS (PRIME COAT)	3516	POUND	\$2.80	\$9,844.80
X	40600290	BITUMINOUS MATERIALS (TACK COAT)	5283	POUND	\$3.60	\$19,018.80
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	8566	POUND	\$3.60	\$30,837.60
X	40600370	LONGITUDINAL JOINT SEALANT	7600	FOOT	\$4.40	\$33,440.00
X	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	10	TON	\$660.00	\$6,600.00
X	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	65	SQ YD	\$25.00	\$1,625.00
X	40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	239	SQ YD	\$30.00	\$7,170.00
X	40603090	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	684	TON	\$220.00	\$150,480.00
X	40603240	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	623	TON	\$230.00	\$143,290.00
X	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	262	TON	\$210.00	\$55,020.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	40605024	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "E", N80	666	TON	\$270.00	\$179,820.00
X	40701886	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 10 1/4"	11739	SQ YD	\$120.00	\$1,408,680.00
X	42000070	PAVEMENT CONNECTOR (HMA) FOR BRIDGE APPROACH SLAB	286	SQ YD	\$200.00	\$57,200.00
X	42001300	PROTECTIVE COAT	4583	SQ YD	\$0.01	\$45.83
X	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	252	SQ YD	\$140.00	\$35,280.00
X	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	765	SQ YD	\$160.00	\$122,400.00
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	11532	SQ FT	\$21.00	\$242,172.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	1651	SQ FT	\$23.00	\$37,973.00
X	42400800	DETECTABLE WARNINGS	263	SQ FT	\$48.00	\$12,624.00
X	44000100	PAVEMENT REMOVAL	8184	SQ YD	\$20.00	\$163,680.00
X	44000166	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	80	SQ YD	\$38.00	\$3,040.00
X	44000200	DRIVEWAY PAVEMENT REMOVAL	1374	SQ YD	\$19.00	\$26,106.00
X	44000300	CURB REMOVAL	483	FOOT	\$4.30	\$2,076.90
X	44000500	COMBINATION CURB AND GUTTER REMOVAL	2594	FOOT	\$17.00	\$44,098.00
X	44000600	SIDEWALK REMOVAL	8128	SQ FT	\$2.10	\$17,068.80

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

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EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	44003100	MEDIAN REMOVAL	347	SQ FT	\$6.00	\$2,082.00
X	44004250	PAVED SHOULDER REMOVAL	458	SQ YD	\$23.00	\$10,534.00
X	44200094	PAVEMENT PATCHING, TYPE II, 8 INCH	350	SQ YD	\$330.00	\$115,500.00
X	44200099	PAVEMENT PATCHING, TYPE III, 8 INCH	54	SQ YD	\$360.00	\$19,440.00
X	48300100	PORTLAND CEMENT CONCRETE SHOULDERS 6"	61	SQ YD	\$140.00	\$8,540.00
X	50100100	REMOVAL OF EXISTING STRUCTURES	1	EACH	\$200,000.00	\$200,000.00
X	50105220	PIPE CULVERT REMOVAL	311	FOOT	\$61.00	\$18,971.00
X	50157300	PROTECTIVE SHIELD	205	SQ YD	\$130.00	\$26,650.00
X	50200100	STRUCTURE EXCAVATION	5320	CU YD	\$26.00	\$138,320.00
X	50300225	CONCRETE STRUCTURES	408.2	CU YD	\$1,200.00	\$489,840.00
X	50300255	CONCRETE SUPERSTRUCTURE	576.9	CU YD	\$1,700.00	\$980,730.00
X	50300300	PROTECTIVE COAT	2471	SQ YD	\$4.00	\$9,884.00
X	50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	238.5	CU YD	\$690.00	\$164,565.00
X	50401310	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL36	1015	FOOT	\$740.00	\$751,100.00
X	50800205	REINFORCEMENT BARS, EPOXY COATED	249650	POUND	\$2.40	\$599,160.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

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EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	50800515	BAR SPLICERS	712	EACH	\$56.00	\$39,872.00
X	50901739	BRIDGE FENCE RAILING, CURVED	545	FOOT	\$310.00	\$168,950.00
X	50901750	PARAPET RAILING	529	FOOT	\$180.00	\$95,220.00
X	51200959	FURNISHING METAL SHELL PILES 14" X 0.312"	3800	FOOT	\$130.00	\$494,000.00
X	51202305	DRIVING PILES	3800	FOOT	\$0.01	\$38.00
X	51203200	TEST PILE METAL SHELLS	2	EACH	\$98,000.00	\$196,000.00
X	51204650	PILE SHOES	40	EACH	\$520.00	\$20,800.00
X	51500100	NAME PLATES	1	EACH	\$1,600.00	\$1,600.00
X	52200020	TEMPORARY SOIL RETENTION SYSTEM	3460	SQ FT	\$160.00	\$553,600.00
X	52200500	MECHANICALLY STABILIZED EARTH RETAINING WALL	6448	SQ FT	\$210.00	\$1,354,080.00
X	52200505	TEMPORARY MECHANICALLY STABILIZED EARTH RETAINING WALL	2950	SQ FT	\$89.00	\$262,550.00
X	54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	2	EACH	\$1,600.00	\$3,200.00
X	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	2	EACH	\$2,000.00	\$4,000.00
X	542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	30	FOOT	\$120.00	\$3,600.00
X	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	125	FOOT	\$120.00	\$15,000.00
X	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	266	FOOT	\$97.00	\$25,802.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	805	FOOT	\$120.00	\$96,600.00
X	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	285	FOOT	\$88.00	\$25,080.00
X	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	1461	FOOT	\$120.00	\$175,320.00
X	56100075	16" X 6" TEE	1	EACH	\$6,200.00	\$6,200.00
X	56104200	DUCTILE IRON WATER MAIN, MECHANICAL JOINT 16"	277	FOOT	\$530.00	\$146,810.00
X	56105760	BUTTERFLY VALVES 16"	1	EACH	\$13,000.00	\$13,000.00
X	56109405	DUCTILE IRON WATER MAIN FITTINGS 16" 11.25 DEGREE BEND	2	EACH	\$5,800.00	\$11,600.00
X	56109426	DUCTILE IRON WATER MAIN FITTINGS 16" 45.00 DEGREE BEND	6	EACH	\$6,000.00	\$36,000.00
X	56400100	FIRE HYDRANTS TO BE MOVED	5	EACH	\$6,200.00	\$31,000.00
X	58100200	WATERPROOFING MEMBRANE SYSTEM	992	SQ YD	\$68.00	\$67,456.00
X	58600101	GRANULAR BACKFILL FOR STRUCTURES	208	CU YD	\$76.00	\$15,808.00
X	59100100	GEOCOMPOSITE WALL DRAIN	156	SQ YD	\$41.00	\$6,396.00
X	60108501	PIPE UNDERDRAINS, TYPE 3	3247	FOOT	\$49.00	\$159,103.00
X	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$40,000.00	\$40,000.00
X	60255500	MANHOLES TO BE ADJUSTED	2	EACH	\$1,900.00	\$3,800.00
X	60257900	MANHOLES TO BE RECONSTRUCTED	2	EACH	\$3,200.00	\$6,400.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	60265700	VALVE VAULTS TO BE ADJUSTED	5	EACH	\$1,800.00	\$9,000.00
X	60266600	VALVE BOXES TO BE ADJUSTED	10	EACH	\$710.00	\$7,100.00
X	60500040	REMOVING MANHOLES	2	EACH	\$2,100.00	\$4,200.00
X	60500050	REMOVING CATCH BASINS	2	EACH	\$1,100.00	\$2,200.00
X	60500060	REMOVING INLETS	9	EACH	\$1,100.00	\$9,900.00
X	60600605	CONCRETE CURB, TYPE B	233	FOOT	\$110.00	\$25,630.00
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	5053	FOOT	\$84.00	\$424,452.00
X	60619910	CONCRETE MEDIAN, TYPE SB-6.18	1715	SQ FT	\$33.00	\$56,595.00
X	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	12.5	FOOT	\$50.00	\$625.00
X	63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	1	EACH	\$5,000.00	\$5,000.00
X	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	1	EACH	\$4,300.00	\$4,300.00
X	63200310	GUARDRAIL REMOVAL	121	FOOT	\$12.00	\$1,452.00
X	64300240	IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	1	EACH	\$30,000.00	\$30,000.00
X	66400105	CHAIN LINK FENCE, 4'	366	FOOT	\$36.00	\$13,176.00
X	66400305	CHAIN LINK FENCE, 6'	426	FOOT	\$41.00	\$17,466.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

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EVALUATION TABULATION  
 ITB - PLA No. 2026-11  
 Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	66700205	PERMANENT SURVEY MARKERS, TYPE I	6	EACH	\$710.00	\$4,260.00
X	66700305	PERMANENT SURVEY MARKERS, TYPE II	21	EACH	\$930.00	\$19,530.00
X	66700505	PERMANENT SURVEY MARKERS, TYPE IV	1	EACH	\$670.00	\$670.00
X	66900200	NON-SPECIAL WASTE DISPOSAL	4400	CU YD	\$93.00	\$409,200.00
X	66900530	SOIL DISPOSAL ANALYSIS	1	EACH	\$1,500.00	\$1,500.00
X	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	1	L SUM	\$2,200.00	\$2,200.00
X	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	1	L SUM	\$2,200.00	\$2,200.00
X	66901006	REGULATED SUBSTANCES MONITORING	10	CAL DA	\$1,200.00	\$12,000.00
X	67000400	ENGINEER'S FIELD OFFICE, TYPE A	20	CAL MO	\$3,200.00	\$64,000.00
X	67100100	MOBILIZATION	1	L SUM	\$1,827,137.47	\$1,827,137.47
X	70107025	CHANGEABLE MESSAGE SIGN	91	CAL DA	\$100.00	\$9,100.00
X	70301100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - EPOXY	112	SQ FT	\$4.80	\$537.60
X	70301120	TEMPORARY PAVEMENT MARKING - LINE 4" - EPOXY	37034	FOOT	\$1.40	\$51,847.60
X	70301130	TEMPORARY PAVEMENT MARKING - LINE 6" - EPOXY	559	FOOT	\$2.00	\$1,118.00
X	70301160	TEMPORARY PAVEMENT MARKING - LINE 12"- EPOXY	353	FOOT	\$4.00	\$1,412.00

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	70301210	TEMPORARY PAVEMENT MARKING - LINE 24" - EPOXY	98	FOOT	\$5.30	\$519.40
X	70400100	TEMPORARY CONCRETE BARRIER	550	FOOT	\$55.00	\$30,250.00
X	70600240	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE), TEST LEVEL 2	3	EACH	\$3,600.00	\$10,800.00
X	72000100	SIGN PANEL - TYPE 1	264	SQ FT	\$33.00	\$8,712.00
X	72000200	SIGN PANEL - TYPE 2	39	SQ FT	\$77.00	\$3,003.00
X	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	14	EACH	\$180.00	\$2,520.00
X	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	5	EACH	\$200.00	\$1,000.00
X	72400310	REMOVE SIGN PANEL - TYPE 1	107	SQ FT	\$19.00	\$2,033.00
X	72400710	RELOCATE SIGN PANEL - TYPE 1	17	SQ FT	\$25.00	\$425.00
X	72400735	REMOVE AND RELOCATE SIGN PANEL - TYPE 1	16	SQ FT	\$46.00	\$736.00
X	72501000	TERMINAL MARKER - DIRECT APPLIED	2	EACH	\$20.00	\$40.00
X	72800100	TELESCOPING STEEL SIGN SUPPORT	468	FOOT	\$25.00	\$11,700.00
X	73000100	WOOD SIGN SUPPORT	24	FOOT	\$88.00	\$2,112.00
X	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	39	EACH	\$580.00	\$22,620.00
X	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	635	SQ FT	\$4.80	\$3,048.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	14420	FOOT	\$1.40	\$20,188.00
X	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	65	FOOT	\$2.00	\$130.00
X	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	1282	FOOT	\$2.80	\$3,589.60
X	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	228	FOOT	\$5.60	\$1,276.80
X	78100100	RAISED REFLECTIVE PAVEMENT MARKER	186	EACH	\$46.00	\$8,556.00
X	78200005	GUARDRAIL REFLECTORS, TYPE A	4	EACH	\$20.00	\$80.00
X	78200011	BARRIER WALL REFLECTORS, TYPE C	24	EACH	\$15.00	\$360.00
X	78300201	PAVEMENT MARKING REMOVAL - GRINDING	4090	SQ FT	\$1.40	\$5,726.00
X	78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	6449	SQ FT	\$1.70	\$10,963.30
X	80400100	ELECTRIC SERVICE INSTALLATION	1	EACH	\$9,500.00	\$9,500.00
X	80500020	SERVICE INSTALLATION - POLE MOUNTED	2	EACH	\$9,100.00	\$18,200.00
X	81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	88	FOOT	\$73.00	\$6,424.00
X	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	483	FOOT	\$61.00	\$29,463.00
X	81028390	UNDERGROUND CONDUIT, PVC, 4" DIA.	442	FOOT	\$71.00	\$31,382.00
X	81100300	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., GALVANIZED STEEL	232	FOOT	\$88.00	\$20,416.00
X	81100600	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVANIZED STEEL	442	FOOT	\$190.00	\$83,980.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	442	FOOT	\$51.00	\$22,542.00
X	81104580	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	15	FOOT	\$350.00	\$5,250.00
X	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	4	EACH	\$1,800.00	\$7,200.00
X	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 14" X 12" X 6"	2	EACH	\$2,000.00	\$4,000.00
X	81300610	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	1	EACH	\$2,200.00	\$2,200.00
X	81400100	HANDHOLE	7	EACH	\$7,600.00	\$53,200.00
X	81400200	HEAVY-DUTY HANDHOLE	1	EACH	\$11,000.00	\$11,000.00
X	81400300	DOUBLE HANDHOLE	4	EACH	\$10,000.00	\$40,000.00
X	81603022	UNIT DUCT, 600V, 4-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4" DIA. POLYETHYLENE	75	FOOT	\$95.00	\$7,125.00
X	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	920	FOOT	\$2.60	\$2,392.00
X	82110021	LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION D	4	EACH	\$5,700.00	\$22,800.00
X	82500360	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP	1	EACH	\$21,000.00	\$21,000.00
X	85700300	FULL-ACTUATED CONTROLLER AND TYPE V CABINET	2	EACH	\$34,000.00	\$68,000.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	1030	FOOT	\$4.90	\$5,047.00
X	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	1475	FOOT	\$6.50	\$9,587.50
X	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	1413	FOOT	\$7.70	\$10,880.10
X	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	3774	FOOT	\$10.00	\$37,740.00
X	87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	2089	FOOT	\$11.00	\$22,979.00
X	87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	120	FOOT	\$17.00	\$2,040.00
X	87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	824	FOOT	\$16.00	\$13,184.00
X	87502480	TRAFFIC SIGNAL POST, GALVANIZED STEEL 14 FT.	1	EACH	\$3,600.00	\$3,600.00
X	87502500	TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT.	5	EACH	\$3,600.00	\$18,000.00
X	87700170	STEEL MAST ARM ASSEMBLY AND POLE, 26 FT.	1	EACH	\$17,000.00	\$17,000.00
X	87700180	STEEL MAST ARM ASSEMBLY AND POLE, 28 FT.	1	EACH	\$19,000.00	\$19,000.00
X	87700190	STEEL MAST ARM ASSEMBLY AND POLE, 30 FT.	1	EACH	\$19,000.00	\$19,000.00
X	87700240	STEEL MAST ARM ASSEMBLY AND POLE, 40 FT.	1	EACH	\$25,000.00	\$25,000.00
X	87700260	STEEL MAST ARM ASSEMBLY AND POLE, 44 FT.	1	EACH	\$25,000.00	\$25,000.00
X	87700270	STEEL MAST ARM ASSEMBLY AND POLE, 46 FT.	1	EACH	\$26,000.00	\$26,000.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	87700280	STEEL MAST ARM ASSEMBLY AND POLE, 48 FT.	1	EACH	\$30,000.00	\$30,000.00
X	87700290	STEEL MAST ARM ASSEMBLY AND POLE, 50 FT.	1	EACH	\$31,000.00	\$31,000.00
X	87800100	CONCRETE FOUNDATION, TYPE A	18	FOOT	\$830.00	\$14,940.00
X	87800150	CONCRETE FOUNDATION, TYPE C	6	FOOT	\$1,200.00	\$7,200.00
X	87800400	CONCRETE FOUNDATION, TYPE E 30-INCH DIAMETER	20	FOOT	\$1,600.00	\$32,000.00
X	87800415	CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	78	FOOT	\$1,700.00	\$132,600.00
X	87900200	DRILL EXISTING HANDHOLE	1	EACH	\$910.00	\$910.00
X	88030020	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	13	EACH	\$1,900.00	\$24,700.00
X	88030050	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	10	EACH	\$2,100.00	\$21,000.00
X	88030070	SIGNAL HEAD, LED, 1-FACE, 4-SECTION, BRACKET MOUNTED	2	EACH	\$1,900.00	\$3,800.00
X	88030080	SIGNAL HEAD, LED, 1-FACE, 4-SECTION, MAST ARM MOUNTED	2	EACH	\$2,100.00	\$4,200.00
X	88030100	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	1	EACH	\$2,300.00	\$2,300.00
X	88030110	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED	2	EACH	\$2,600.00	\$5,200.00
X	88102825	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, BRACKET MOUNTED WITH COUNT DOWN TIMER	10	EACH	\$1,800.00	\$18,000.00
X	88200410	TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	33	EACH	\$550.00	\$18,150.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	1	EACH	\$860.00	\$860.00
X	D2002986	EVERGREEN, PINUS STROBUS (EASTERN WHITE PINE), 8' HEIGHT, BALLED AND BURLAPPED	1	EACH	\$860.00	\$860.00
X	X0327036	BIKE PATH REMOVAL	297	SQ YD	\$21.00	\$6,237.00
X	X1200272	WATER MAIN SUPPORT	22	EACH	\$4,800.00	\$105,600.00
X	X4406816	PORTLAND CEMENT CONCRETE SURFACE REMOVAL 2"	3955	SQ YD	\$15.00	\$59,325.00
X	X4810110	TEMPORARY AGGREGATE WEDGE	21	TON	\$130.00	\$2,730.00
X	X5020100	AGGREGATE COLUMN GROUND IMPROVEMENT	1	L SUM	\$930,000.00	\$930,000.00
X	X5080530	BAR TERMINATORS	948	EACH	\$29.00	\$27,492.00
X	X5427602	REMOVE EXISTING FLARED END SECTION	7	EACH	\$760.00	\$5,320.00
X	X5509900	ABANDON AND FILL EXISTING STORM SEWER	55	FOOT	\$180.00	\$9,900.00
X	X5510100	STORM SEWER REMOVAL	478	FOOT	\$94.00	\$44,932.00
X	X5610007	WATER MAIN INSULATION	200	FOOT	\$180.00	\$36,000.00
X	X5610020	WATER MAIN ENCASMENT	277	FOOT	\$14.00	\$3,878.00
X	X5610716	WATER MAIN REMOVAL, 16"	275	FOOT	\$210.00	\$57,750.00
X	X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	2	EACH	\$6,800.00	\$13,600.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION  
 ITB - PLA No. 2026-11  
 Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	14	EACH	\$4,900.00	\$68,600.00
X	X6020084	MANHOLE (SPECIAL)	7	EACH	\$7,000.00	\$49,000.00
X	X6020086	MANHOLE, SPECIAL, FRAME AND LID	24	EACH	\$7,300.00	\$175,200.00
X	X6020182	DRAINAGE STRUCTURE (SPECIAL)	1	L SUM	\$20,000.00	\$20,000.00
X	X6022302	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (SPECIAL)	3	EACH	\$7,000.00	\$21,000.00
X	X6022930	MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE	4	EACH	\$10,000.00	\$40,000.00
X	X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	1	EACH	\$34,000.00	\$34,000.00
X	X6024240	INLETS (SPECIAL)	1	EACH	\$4,900.00	\$4,900.00
X	X6640104	FENCE REMOVAL	735	FOOT	\$11.00	\$8,085.00
X	X6640312	CHAIN LINK GATES TO BE REMOVED AND RE-ERECTED	1	EACH	\$410.00	\$410.00
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$49,000.00	\$49,000.00
X	X8710013	FIBER OPTIC CABLE IN CONDUIT, 12 FIBERS, SINGLE MODE	1525	FOOT	\$29.00	\$44,225.00
X	X8710103	ETHERNET SWITCH	2	EACH	\$2,500.00	\$5,000.00
X	X8760200	ACCESSIBLE PEDESTRIAN SIGNALS	10	EACH	\$2,800.00	\$28,000.00

EVALUATION TABULATION  
 ITB - PLA No. 2026-11  
 Fox Creek Road & Bridge Improvements

Base Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X8870300	EMERGENCY VEHICLE PRIORITY SYSTEM	2	EACH	\$21,000.00	\$42,000.00
X	X8891202	WIDE AREA VIDEO VEHICLE DETECTION SYSTEM COMPLETE	2	EACH	\$38,000.00	\$76,000.00
X	XX005661	REMOVE AND RELOCATE SIGN NO. 1	1	EACH	\$6,200.00	\$6,200.00
X	Z0013796	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	178	SQ YD	\$210.00	\$37,380.00
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$58,000.00	\$58,000.00
X	Z0041895	POLYMER CONCRETE	13	CU FT	\$1,900.00	\$24,700.00
X	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	L SUM	\$12,000.00	\$12,000.00
X	Z0062456	TEMPORARY PAVEMENT	1356	SQ YD	\$190.00	\$257,640.00
X	Z0067900	STEEL CASINGS 24"	200	FOOT	\$570.00	\$114,000.00
X	Z0075496	CONCRETE RETAINING WALL REMOVAL	225	FOOT	\$14.00	\$3,150.00
X	COB50101	CONCRETE REMOVAL (SPECIAL)	150000	UNIT	\$1.00	\$150,000.00
Total						\$19,247,000.00

**ALTERNATE BID #2026-11 - FOX CREEK ROAD & BRIDGE IMPROVEMENTS**

Alternate Bid - This alternate removes the interim completion date from the project. It may be awarded in lieu of the Base Bid at the City's sole discretion. Per the following contract time: All work as stated in the substantial completion special provision to be substantially completed by September 27, 2027. All punch list work to be completed by November 24, 2027. These contract times shall not be amended due to inclement weather, or any contract delay claims for any reason. The Contract will not be allowed any additional days to complete any remaining grading, seeding, and landscaping.

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	155	UNIT	\$39.00	\$6,045.00
X	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	284	UNIT	\$49.00	\$13,916.00
X	20101000	TEMPORARY FENCE	497	FOOT	\$9.10	\$4,522.70
X	20101100	TREE TRUNK PROTECTION	9	EACH	\$200.00	\$1,800.00
X	20200100	EARTH EXCAVATION	4586	CU YD	\$62.00	\$284,332.00
X	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	984	CU YD	\$41.00	\$40,344.00
X	20400800	FURNISHED EXCAVATION	3603	CU YD	\$50.00	\$180,150.00
X	20800150	TRENCH BACKFILL	1701	CU YD	\$170.00	\$289,170.00
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	2387	CU YD	\$81.00	\$193,347.00
X	25000110	SEEDING, CLASS 1A	5	ACRE	\$2,000.00	\$10,000.00
X	25000400	NITROGEN FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	25000500	PHOSPHORUS FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00
X	25000600	POTASSIUM FERTILIZER NUTRIENT	450	POUND	\$2.50	\$1,125.00
X	25100115	MULCH, METHOD 2	4.5	ACRE	\$1,200.00	\$5,400.00
X	25100630	EROSION CONTROL BLANKET	11907	SQ YD	\$1.40	\$16,669.80
X	25100635	HEAVY DUTY EROSION CONTROL BLANKET	1218	SQ YD	\$2.10	\$2,557.80
X	28000250	TEMPORARY EROSION CONTROL SEEDING	303	POUND	\$1.00	\$303.00
X	28000400	PERIMETER EROSION BARRIER	5106	FOOT	\$4.40	\$22,466.40
X	28000500	INLET AND PIPE PROTECTION	2	EACH	\$690.00	\$1,380.00
X	28000510	INLET FILTERS	55	EACH	\$300.00	\$16,500.00
X	28001100	TEMPORARY EROSION CONTROL BLANKET	3930	SQ YD	\$2.10	\$8,253.00
X	28001200	TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET	1292	SQ YD	\$2.10	\$2,713.20
X	28100105	STONE RIPRAP, CLASS A3	44	SQ YD	\$110.00	\$4,840.00
X	28200200	FILTER FABRIC	50	SQ YD	\$4.50	\$225.00
X	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	14122	SQ YD	\$47.00	\$663,734.00
X	31101300	SUBBASE GRANULAR MATERIAL, TYPE B 5"	1562	SQ YD	\$41.00	\$64,042.00
X	35400300	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 8"	682	SQ YD	\$110.00	\$75,020.00

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Invitation to Bid - Fox Creek Road & Bridge Improvements

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ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	40201000	AGGREGATE FOR TEMPORARY ACCESS	320	TON	\$140.00	\$44,800.00
X	40600275	BITUMINOUS MATERIALS (PRIME COAT)	3516	POUND	\$2.80	\$9,844.80
X	40600290	BITUMINOUS MATERIALS (TACK COAT)	5283	POUND	\$3.60	\$19,018.80
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	8566	POUND	\$3.60	\$30,837.60
X	40600370	LONGITUDINAL JOINT SEALANT	7600	FOOT	\$4.40	\$33,440.00
X	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	10	TON	\$660.00	\$6,600.00
X	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	65	SQ YD	\$25.00	\$1,625.00
X	40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	239	SQ YD	\$30.00	\$7,170.00
X	40603090	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	684	TON	\$220.00	\$150,480.00
X	40603240	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	623	TON	\$230.00	\$143,290.00
X	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	262	TON	\$210.00	\$55,020.00
X	40605024	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "E", N80	666	TON	\$270.00	\$179,820.00
X	40701886	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 10 1/4"	11739	SQ YD	\$120.00	\$1,408,680.00
X	42000070	PAVEMENT CONNECTOR (HMA) FOR BRIDGE APPROACH SLAB	286	SQ YD	\$200.00	\$57,200.00
X	42001300	PROTECTIVE COAT	4583	SQ YD	\$0.01	\$45.83

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Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	252	SQ YD	\$140.00	\$35,280.00
X	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	765	SQ YD	\$160.00	\$122,400.00
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	11532	SQ FT	\$21.00	\$242,172.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	1651	SQ FT	\$23.00	\$37,973.00
X	42400800	DETECTABLE WARNINGS	263	SQ FT	\$48.00	\$12,624.00
X	44000100	PAVEMENT REMOVAL	8184	SQ YD	\$20.00	\$163,680.00
X	44000166	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	80	SQ YD	\$38.00	\$3,040.00
X	44000200	DRIVEWAY PAVEMENT REMOVAL	1374	SQ YD	\$19.00	\$26,106.00
X	44000300	CURB REMOVAL	483	FOOT	\$4.30	\$2,076.90
X	44000500	COMBINATION CURB AND GUTTER REMOVAL	2594	FOOT	\$17.00	\$44,098.00
X	44000600	SIDEWALK REMOVAL	8128	SQ FT	\$2.10	\$17,068.80
X	44003100	MEDIAN REMOVAL	347	SQ FT	\$6.00	\$2,082.00
X	44004250	PAVED SHOULDER REMOVAL	458	SQ YD	\$23.00	\$10,534.00
X	44200094	PAVEMENT PATCHING, TYPE II, 8 INCH	350	SQ YD	\$330.00	\$115,500.00
X	44200099	PAVEMENT PATCHING, TYPE III, 8 INCH	54	SQ YD	\$360.00	\$19,440.00
X	48300100	PORTLAND CEMENT CONCRETE SHOULDERS 6"	61	SQ YD	\$140.00	\$8,540.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	50100100	REMOVAL OF EXISTING STRUCTURES	1	EACH	\$200,000.00	\$200,000.00
X	50105220	PIPE CULVERT REMOVAL	311	FOOT	\$61.00	\$18,971.00
X	50157300	PROTECTIVE SHIELD	205	SQ YD	\$130.00	\$26,650.00
X	50200100	STRUCTURE EXCAVATION	5320	CU YD	\$26.00	\$138,320.00
X	50300225	CONCRETE STRUCTURES	408.2	CU YD	\$1,200.00	\$489,840.00
X	50300255	CONCRETE SUPERSTRUCTURE	576.9	CU YD	\$1,700.00	\$980,730.00
X	50300300	PROTECTIVE COAT	2471	SQ YD	\$4.00	\$9,884.00
X	50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	238.5	CU YD	\$690.00	\$164,565.00
X	50401310	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL36	1015	FOOT	\$740.00	\$751,100.00
X	50800205	REINFORCEMENT BARS, EPOXY COATED	249650	POUND	\$2.40	\$599,160.00
X	50800515	BAR SPLICERS	712	EACH	\$56.00	\$39,872.00
X	50901739	BRIDGE FENCE RAILING, CURVED	545	FOOT	\$310.00	\$168,950.00
X	50901750	PARAPET RAILING	529	FOOT	\$180.00	\$95,220.00
X	51200959	FURNISHING METAL SHELL PILES 14" X 0.312"	3800	FOOT	\$130.00	\$494,000.00
X	51202305	DRIVING PILES	3800	FOOT	\$0.01	\$38.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	51203200	TEST PILE METAL SHELLS	2	EACH	\$98,000.00	\$196,000.00
X	51204650	PILE SHOES	40	EACH	\$520.00	\$20,800.00
X	51500100	NAME PLATES	1	EACH	\$1,600.00	\$1,600.00
X	52200020	TEMPORARY SOIL RETENTION SYSTEM	3460	SQ FT	\$160.00	\$553,600.00
X	52200500	MECHANICALLY STABILIZED EARTH RETAINING WALL	6448	SQ FT	\$210.00	\$1,354,080.00
X	52200505	TEMPORARY MECHANICALLY STABILIZED EARTH RETAINING WALL	2950	SQ FT	\$89.00	\$262,550.00
X	54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	2	EACH	\$1,600.00	\$3,200.00
X	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	2	EACH	\$2,000.00	\$4,000.00
X	542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	30	FOOT	\$120.00	\$3,600.00
X	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	125	FOOT	\$120.00	\$15,000.00
X	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	266	FOOT	\$97.00	\$25,802.00
X	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	805	FOOT	\$120.00	\$96,600.00
X	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	285	FOOT	\$88.00	\$25,080.00
X	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	1461	FOOT	\$120.00	\$175,320.00
X	56100075	16" X 6" TEE	1	EACH	\$6,200.00	\$6,200.00
X	56104200	DUCTILE IRON WATER MAIN, MECHANICAL JOINT 16"	277	FOOT	\$530.00	\$146,810.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	56105760	BUTTERFLY VALVES 16"	1	EACH	\$13,000.00	\$13,000.00
X	56109405	DUCTILE IRON WATER MAIN FITTINGS 16" 11.25 DEGREE BEND	2	EACH	\$5,800.00	\$11,600.00
X	56109426	DUCTILE IRON WATER MAIN FITTINGS 16" 45.00 DEGREE BEND	6	EACH	\$6,000.00	\$36,000.00
X	56400100	FIRE HYDRANTS TO BE MOVED	5	EACH	\$6,200.00	\$31,000.00
X	58100200	WATERPROOFING MEMBRANE SYSTEM	992	SQ YD	\$68.00	\$67,456.00
X	58600101	GRANULAR BACKFILL FOR STRUCTURES	208	CU YD	\$76.00	\$15,808.00
X	59100100	GEOCOMPOSITE WALL DRAIN	156	SQ YD	\$41.00	\$6,396.00
X	60108501	PIPE UNDERDRAINS, TYPE 3	3247	FOOT	\$49.00	\$159,103.00
X	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$40,000.00	\$40,000.00
X	60255500	MANHOLES TO BE ADJUSTED	2	EACH	\$1,900.00	\$3,800.00
X	60257900	MANHOLES TO BE RECONSTRUCTED	2	EACH	\$3,200.00	\$6,400.00
X	60265700	VALVE VAULTS TO BE ADJUSTED	5	EACH	\$1,800.00	\$9,000.00
X	60266600	VALVE BOXES TO BE ADJUSTED	10	EACH	\$710.00	\$7,100.00
X	60500040	REMOVING MANHOLES	2	EACH	\$2,100.00	\$4,200.00
X	60500050	REMOVING CATCH BASINS	2	EACH	\$1,100.00	\$2,200.00
X	60500060	REMOVING INLETS	9	EACH	\$1,100.00	\$9,900.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	60600605	CONCRETE CURB, TYPE B	233	FOOT	\$110.00	\$25,630.00
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	5053	FOOT	\$84.00	\$424,452.00
X	60619910	CONCRETE MEDIAN, TYPE SB-6.18	1715	SQ FT	\$33.00	\$56,595.00
X	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	12.5	FOOT	\$50.00	\$625.00
X	63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	1	EACH	\$5,000.00	\$5,000.00
X	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	1	EACH	\$4,300.00	\$4,300.00
X	63200310	GUARDRAIL REMOVAL	121	FOOT	\$12.00	\$1,452.00
X	64300240	IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	1	EACH	\$30,000.00	\$30,000.00
X	66400105	CHAIN LINK FENCE, 4'	366	FOOT	\$36.00	\$13,176.00
X	66400305	CHAIN LINK FENCE, 6'	426	FOOT	\$41.00	\$17,466.00
X	66700205	PERMANENT SURVEY MARKERS, TYPE I	6	EACH	\$710.00	\$4,260.00
X	66700305	PERMANENT SURVEY MARKERS, TYPE II	21	EACH	\$930.00	\$19,530.00
X	66700505	PERMANENT SURVEY MARKERS, TYPE IV	1	EACH	\$670.00	\$670.00
X	66900200	NON-SPECIAL WASTE DISPOSAL	4400	CU YD	\$93.00	\$409,200.00
X	66900530	SOIL DISPOSAL ANALYSIS	1	EACH	\$1,500.00	\$1,500.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	1	L SUM	\$2,200.00	\$2,200.00
X	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	1	L SUM	\$2,200.00	\$2,200.00
X	66901006	REGULATED SUBSTANCES MONITORING	10	CAL DA	\$1,200.00	\$12,000.00
X	67000400	ENGINEER'S FIELD OFFICE, TYPE A	20	CAL MO	\$3,200.00	\$64,000.00
X	67100100	MOBILIZATION	1	L SUM	\$827,137.47	\$827,137.47
X	70107025	CHANGEABLE MESSAGE SIGN	91	CAL DA	\$100.00	\$9,100.00
X	70301100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - EPOXY	112	SQ FT	\$4.80	\$537.60
X	70301120	TEMPORARY PAVEMENT MARKING - LINE 4" - EPOXY	37034	FOOT	\$1.40	\$51,847.60
X	70301130	TEMPORARY PAVEMENT MARKING - LINE 6" - EPOXY	559	FOOT	\$2.00	\$1,118.00
X	70301160	TEMPORARY PAVEMENT MARKING - LINE 12"- EPOXY	353	FOOT	\$4.00	\$1,412.00
X	70301210	TEMPORARY PAVEMENT MARKING - LINE 24"- EPOXY	98	FOOT	\$5.30	\$519.40
X	70400100	TEMPORARY CONCRETE BARRIER	550	FOOT	\$55.00	\$30,250.00
X	70600240	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE), TEST LEVEL 2	3	EACH	\$3,600.00	\$10,800.00
X	72000100	SIGN PANEL - TYPE 1	264	SQ FT	\$33.00	\$8,712.00
X	72000200	SIGN PANEL - TYPE 2	39	SQ FT	\$77.00	\$3,003.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	14	EACH	\$180.00	\$2,520.00
X	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	5	EACH	\$200.00	\$1,000.00
X	72400310	REMOVE SIGN PANEL - TYPE 1	107	SQ FT	\$19.00	\$2,033.00
X	72400710	RELOCATE SIGN PANEL - TYPE 1	17	SQ FT	\$25.00	\$425.00
X	72400735	REMOVE AND RELOCATE SIGN PANEL - TYPE 1	16	SQ FT	\$46.00	\$736.00
X	72501000	TERMINAL MARKER - DIRECT APPLIED	2	EACH	\$20.00	\$40.00
X	72800100	TELESCOPING STEEL SIGN SUPPORT	468	FOOT	\$25.00	\$11,700.00
X	73000100	WOOD SIGN SUPPORT	24	FOOT	\$88.00	\$2,112.00
X	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	39	EACH	\$580.00	\$22,620.00
X	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	635	SQ FT	\$4.80	\$3,048.00
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	14420	FOOT	\$1.40	\$20,188.00
X	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	65	FOOT	\$2.00	\$130.00
X	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	1282	FOOT	\$2.80	\$3,589.60
X	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	228	FOOT	\$5.60	\$1,276.80
X	78100100	RAISED REFLECTIVE PAVEMENT MARKER	186	EACH	\$46.00	\$8,556.00
X	78200005	GUARDRAIL REFLECTORS, TYPE A	4	EACH	\$20.00	\$80.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	78200011	BARRIER WALL REFLECTORS, TYPE C	24	EACH	\$15.00	\$360.00
X	78300201	PAVEMENT MARKING REMOVAL - GRINDING	4090	SQ FT	\$1.40	\$5,726.00
X	78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	6449	SQ FT	\$1.70	\$10,963.30
X	80400100	ELECTRIC SERVICE INSTALLATION	1	EACH	\$9,500.00	\$9,500.00
X	80500020	SERVICE INSTALLATION - POLE MOUNTED	2	EACH	\$9,100.00	\$18,200.00
X	81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	88	FOOT	\$73.00	\$6,424.00
X	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	483	FOOT	\$61.00	\$29,463.00
X	81028390	UNDERGROUND CONDUIT, PVC, 4" DIA.	442	FOOT	\$71.00	\$31,382.00
X	81100300	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., GALVANIZED STEEL	232	FOOT	\$88.00	\$20,416.00
X	81100600	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVANIZED STEEL	442	FOOT	\$190.00	\$83,980.00
X	81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	442	FOOT	\$51.00	\$22,542.00
X	81104580	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	15	FOOT	\$350.00	\$5,250.00
X	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	4	EACH	\$1,800.00	\$7,200.00
X	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 14" X 12" X 6"	2	EACH	\$2,000.00	\$4,000.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	81300610	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	1	EACH	\$2,200.00	\$2,200.00
X	81400100	HANDHOLE	7	EACH	\$7,600.00	\$53,200.00
X	81400200	HEAVY-DUTY HANDHOLE	1	EACH	\$11,000.00	\$11,000.00
X	81400300	DOUBLE HANDHOLE	4	EACH	\$10,000.00	\$40,000.00
X	81603022	UNIT DUCT, 600V, 4-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4" DIA. POLYETHYLENE	75	FOOT	\$95.00	\$7,125.00
X	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	920	FOOT	\$2.60	\$2,392.00
X	82110021	LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION D	4	EACH	\$5,700.00	\$22,800.00
X	82500360	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP	1	EACH	\$21,000.00	\$21,000.00
X	85700300	FULL-ACTUATED CONTROLLER AND TYPE V CABINET	2	EACH	\$34,000.00	\$68,000.00
X	87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	1030	FOOT	\$4.90	\$5,047.00
X	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	1475	FOOT	\$6.50	\$9,587.50
X	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	1413	FOOT	\$7.70	\$10,880.10
X	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	3774	FOOT	\$10.00	\$37,740.00
X	87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	2089	FOOT	\$11.00	\$22,979.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	120	FOOT	\$17.00	\$2,040.00
X	87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	824	FOOT	\$16.00	\$13,184.00
X	87502480	TRAFFIC SIGNAL POST, GALVANIZED STEEL 14 FT.	1	EACH	\$3,600.00	\$3,600.00
X	87502500	TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT.	5	EACH	\$3,600.00	\$18,000.00
X	87700170	STEEL MAST ARM ASSEMBLY AND POLE, 26 FT.	1	EACH	\$17,000.00	\$17,000.00
X	87700180	STEEL MAST ARM ASSEMBLY AND POLE, 28 FT.	1	EACH	\$19,000.00	\$19,000.00
X	87700190	STEEL MAST ARM ASSEMBLY AND POLE, 30 FT.	1	EACH	\$19,000.00	\$19,000.00
X	87700240	STEEL MAST ARM ASSEMBLY AND POLE, 40 FT.	1	EACH	\$25,000.00	\$25,000.00
X	87700260	STEEL MAST ARM ASSEMBLY AND POLE, 44 FT.	1	EACH	\$25,000.00	\$25,000.00
X	87700270	STEEL MAST ARM ASSEMBLY AND POLE, 46 FT.	1	EACH	\$26,000.00	\$26,000.00
X	87700280	STEEL MAST ARM ASSEMBLY AND POLE, 48 FT.	1	EACH	\$30,000.00	\$30,000.00
X	87700290	STEEL MAST ARM ASSEMBLY AND POLE, 50 FT.	1	EACH	\$31,000.00	\$31,000.00
X	87800100	CONCRETE FOUNDATION, TYPE A	18	FOOT	\$830.00	\$14,940.00
X	87800150	CONCRETE FOUNDATION, TYPE C	6	FOOT	\$1,200.00	\$7,200.00
X	87800400	CONCRETE FOUNDATION, TYPE E 30-INCH DIAMETER	20	FOOT	\$1,600.00	\$32,000.00

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Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	87800415	CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	78	FOOT	\$1,700.00	\$132,600.00
X	87900200	DRILL EXISTING HANDHOLE	1	EACH	\$910.00	\$910.00
X	88030020	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	13	EACH	\$1,900.00	\$24,700.00
X	88030050	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	10	EACH	\$2,100.00	\$21,000.00
X	88030070	SIGNAL HEAD, LED, 1-FACE, 4-SECTION, BRACKET MOUNTED	2	EACH	\$1,900.00	\$3,800.00
X	88030080	SIGNAL HEAD, LED, 1-FACE, 4-SECTION, MAST ARM MOUNTED	2	EACH	\$2,100.00	\$4,200.00
X	88030100	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	1	EACH	\$2,300.00	\$2,300.00
X	88030110	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED	2	EACH	\$2,600.00	\$5,200.00
X	88102825	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, BRACKET MOUNTED WITH COUNT DOWN TIMER	10	EACH	\$1,800.00	\$18,000.00
X	88200410	TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	33	EACH	\$550.00	\$18,150.00
X	A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	1	EACH	\$860.00	\$860.00
X	D2002986	EVERGREEN, PINUS STROBUS (EASTERN WHITE PINE), 8' HEIGHT, BALLED AND BURLAPPED	1	EACH	\$860.00	\$860.00
X	X0327036	BIKE PATH REMOVAL	297	SQ YD	\$21.00	\$6,237.00
X	X1200272	WATER MAIN SUPPORT	22	EACH	\$4,800.00	\$105,600.00

EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION  
 ITB - PLA No. 2026-11  
 Fox Creek Road & Bridge Improvements

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X4406816	PORTLAND CEMENT CONCRETE SURFACE REMOVAL 2"	3955	SQ YD	\$15.00	\$59,325.00
X	X4810110	TEMPORARY AGGREGATE WEDGE	21	TON	\$130.00	\$2,730.00
X	X5020100	AGGREGATE COLUMN GROUND IMPROVEMENT	1	L SUM	\$930,000.00	\$930,000.00
X	X5080530	BAR TERMINATORS	948	EACH	\$29.00	\$27,492.00
X	X5427602	REMOVE EXISTING FLARED END SECTION	7	EACH	\$760.00	\$5,320.00
X	X5509900	ABANDON AND FILL EXISTING STORM SEWER	55	FOOT	\$180.00	\$9,900.00
X	X5510100	STORM SEWER REMOVAL	478	FOOT	\$94.00	\$44,932.00
X	X5610007	WATER MAIN INSULATION	200	FOOT	\$180.00	\$36,000.00
X	X5610020	WATER MAIN ENCASEMENT	277	FOOT	\$14.00	\$3,878.00
X	X5610716	WATER MAIN REMOVAL, 16"	275	FOOT	\$210.00	\$57,750.00
X	X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	2	EACH	\$6,800.00	\$13,600.00
X	X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	14	EACH	\$4,900.00	\$68,600.00
X	X6020084	MANHOLE (SPECIAL)	7	EACH	\$7,000.00	\$49,000.00
X	X6020086	MANHOLE, SPECIAL, FRAME AND LID	24	EACH	\$7,300.00	\$175,200.00
X	X6020182	DRAINAGE STRUCTURE (SPECIAL)	1	L SUM	\$20,000.00	\$20,000.00

EVALUATION TABULATION

ITB - PLA No. 2026-11

Fox Creek Road & Bridge Improvements

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X6022302	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (SPECIAL)	3	EACH	\$7,000.00	\$21,000.00
X	X6022930	MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE	4	EACH	\$10,000.00	\$40,000.00
X	X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	1	EACH	\$34,000.00	\$34,000.00
X	X6024240	INLETS (SPECIAL)	1	EACH	\$4,900.00	\$4,900.00
X	X6640104	FENCE REMOVAL	735	FOOT	\$11.00	\$8,085.00
X	X6640312	CHAIN LINK GATES TO BE REMOVED AND RE-ERECTED	1	EACH	\$410.00	\$410.00
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$49,000.00	\$49,000.00
X	X8710013	FIBER OPTIC CABLE IN CONDUIT, 12 FIBERS, SINGLE MODE	1525	FOOT	\$29.00	\$44,225.00
X	X8710103	ETHERNET SWITCH	2	EACH	\$2,500.00	\$5,000.00
X	X8760200	ACCESSIBLE PEDESTRIAN SIGNALS	10	EACH	\$2,800.00	\$28,000.00
X	X8870300	EMERGENCY VEHICLE PRIORITY SYSTEM	2	EACH	\$21,000.00	\$42,000.00
X	X8891202	WIDE AREA VIDEO VEHICLE DETECTION SYSTEM COMPLETE	2	EACH	\$38,000.00	\$76,000.00
X	XX005661	REMOVE AND RELOCATE SIGN NO. 1	1	EACH	\$6,200.00	\$6,200.00
X	Z0013796	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	178	SQ YD	\$210.00	\$37,380.00

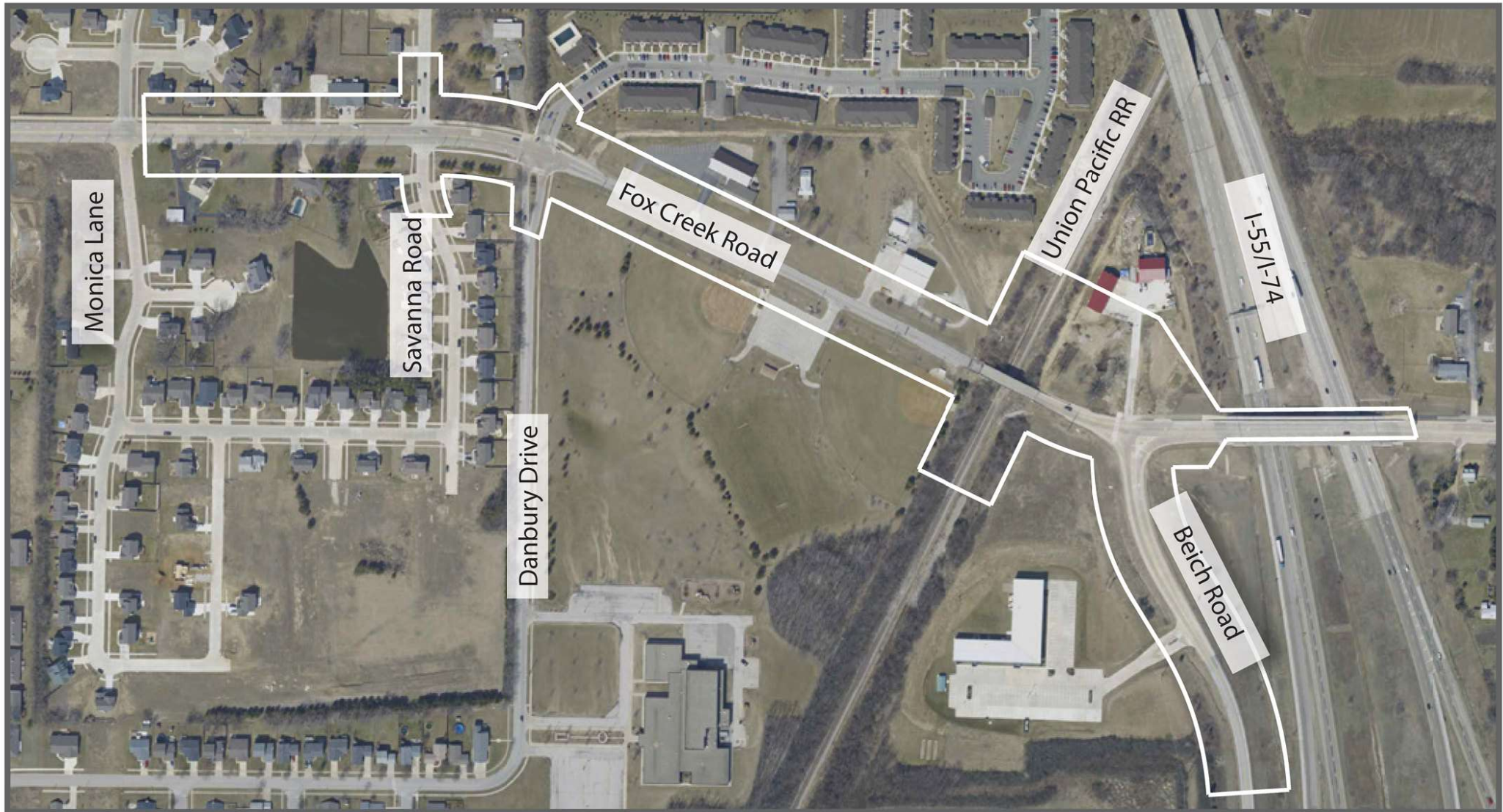
EVALUATION TABULATION

Invitation to Bid - Fox Creek Road & Bridge Improvements

EVALUATION TABULATION  
 ITB - PLA No. 2026-11  
 Fox Creek Road & Bridge Improvements

Alternate Bid #2026-11 - Fox Creek Road & Bridge Improvements					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$58,000.00	\$58,000.00
X	Z0041895	POLYMER CONCRETE	13	CU FT	\$1,900.00	\$24,700.00
X	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	L SUM	\$12,000.00	\$12,000.00
X	Z0062456	TEMPORARY PAVEMENT	1356	SQ YD	\$190.00	\$257,640.00
X	Z0067900	STEEL CASINGS 24"	200	FOOT	\$570.00	\$114,000.00
X	Z0075496	CONCRETE RETAINING WALL REMOVAL	225	FOOT	\$14.00	\$3,150.00
X	COB50101	CONCRETE REMOVAL (SPECIAL)	150000	UNIT	\$1.00	\$150,000.00
Total						\$18,247,000.00

# Fox Creek Road & Bridge Improvements





## Consent Agenda Item No. 8.K.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 2

**Subject:** Consideration and Action on (1) a Resolution Approving a Construction Engineering Services Agreement for the Fox Creek Road and Bridge Project for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in the Amount Not to Exceed \$1,614,949, and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Motor Fuel Tax Fund, to Utilize Reserves, in the Amount of \$250,145.35, as requested by the Engineering Department.

**Recommended Motion:** The proposed Resolution and Ordinance be approved.

**Strategic Plan:**

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

**Objective 2a.** Better quality roads and sidewalks

**Goal 5.** Great Place - Livable, Sustainable City

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

**Background:** If approved, the City will use state Motor Fuel Tax ("MFT") funds to enter into an Engineering Services Agreement with Hutchison Engineering, Inc. ("Hutchison"), for Construction Engineering Services for the Fox Creek Road and Bridge project. The Illinois Department of Transportation ("IDOT") required MFT funds to be committed to the project before contracts or agreements for construction, construction engineering services, or project management services could be presented to the Council for approval. The IDOT resolution committing the MFT funds to the project was considered and approved by Council at the January 26, 2026, meeting. The Fox Creek Road and Bridge project has been a priority for the City for many years and will improve the road and bridge to match the roadway design east and west of the project area.

Through the approved agreement, not to exceed \$1,614,949, Hutchison will manage Construction Engineering Services by providing a Resident Technician and a certified staff member will oversee construction quality, adherence to IDOT and Union Pacific Railroad ("UPRR") standards, and contract compliance. Key responsibilities include acting as the City's Liaison with stakeholders, conducting pre-construction meetings, ensuring contractor compliance, maintaining Construction and Materials Management System records, preparing project documentation, and coordinating schedules, inspections, and utility relocations. The consultant will also enforce traffic control and stormwater compliance, perform quality assurance field and material testing, and finalize project completion through inspections, punch lists, and as-built documentation delivery. Additional details on the scope and fee can be found in the attached documents.

In March 2025, the Engineering Department initiated the drafting of a Request for Statement of Qualifications ("RFQ") in compliance with the Illinois Department of Transportation ("IDOT")

Local Roads guidelines. The RFQ was published in *The Pantagraph* and posted on the City's Procurement Portal, *OpenGov*, on March 17, 2025, inviting prospective firms to participate. The submission window closed on April 8, 2025. The City received no submissions for this RFQ. Given no submissions were received, Engineering staff, through coordination with the Legal Department, requested that Hutchison provide the services using the IDOT-approved procurement method that allows the City to secure services from a firm that has an existing relationship with the City and who has provided successful services in the past. Hutchison is currently providing similar services for the Hamilton Road Phase I and Phase II projects. City staff are confident that entering into this agreement is in the community's best interest to ensure the successful completion of the Hamilton Road project.

A general rule of thumb for the cost of construction services is 10 - 12% of the construction costs, while, historically, staff have used 10% for budgetary purposes. The amount depends upon the project's size, complexity, and scope. The proposed agreement is 8.9% of construction costs (\$18,247,000) and includes the necessary resources to ensure the consultant can respond to any construction schedule presented by the contractor, is able to complete as-built plans, and finalize all documentation needed to close out the contract with IDOT. Any unused funds will be returned to the City.

The Fox Creek Road Bridge replacement will increase the safety and capacity of Fox Creek Road and provide multi-modal access to cross the Union Pacific Railroad. This project is within the Hamilton/Fox Creek corridor, which provides east-west mobility for the community. The new roadway will consist of two lanes in each direction with a bidirectional center turn lane, totaling five travel lanes. The City will replace the bridge (which will have the same cross-section as the rest of the roadway) and install traffic signals at the intersections of Fox Creek Road at Danbury Drive and Fox Creek Road at Beich Road. In addition, the City will construct a 10-foot-wide multi-use trail north of the roadway, connecting the existing trail east and west of the project limits, as well as a sidewalk south of the roadway. These improvements will provide a road design similar to the roadway east and west of the project area. More information about the project is available on the City website at: [www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements](http://www.bloomingtonil.gov/departments/engineering/project-updates/fox-creek-road-bridge-improvements)

This agenda item covers Construction Engineering Services for the Fox Creek Road and Bridge project. Separate agenda items are included for the construction, the project management, and the administration services of the project.

**Community Groups/Interested Persons Contacted:** On March 17, 2025, a legal notice was published in *The Pantagraph* newspaper and on the City's Procurement Portal, *OpenGov*, requesting a statement of qualifications.

**Financial Impact:** If approved, the City will enter into a Construction Engineering Services Agreement with Hutchison Engineering, Inc., in the Amount Not to Exceed \$1,614,949. This will be paid from the Motor Fuel Tax Fund-Architectural & Engineering Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 234, and 235. Details regarding the account codes for the budget amendment amount of \$250,145.35 are located in the "Exhibit A".

**Attachments:**

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Ordinance
4. Ordinance - Exhibit A
5. Project Map

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR THE FOX CREEK ROAD AND BRIDGE PROJECT FOR MOTOR FUEL TAX (MFT) FUNDS, WITH HUTCHISON ENGINEERING, INC., IN THE AMOUNT NOT TO EXCEED \$1,614,949**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a Construction Engineering Services Agreement for Motor Fuel Tax (“MFT”) Funds (“AGREEMENT”) between the City of Bloomington and Hutchison Engineering, Inc., for the Fox Creek Road and Bridge Project (“PROJECT”); and

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

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

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

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

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

**WHEREAS**, the AGREEMENT also includes enforcing traffic control and stormwater compliance, performing quality assurance testing, and finalizing project completion through inspections, punch lists, and as-built documentation; and

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

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

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

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For

MFT-CE

Agreement Type

Original

Using State Funds (Non-MFT)?  Yes  No

LOCAL PUBLIC AGENCY

Local Public Agency, County, Section Number, Job Number, Project Number, Contact Name, Phone Number, Email

SECTION PROVISIONS

Local Street/Road Name, Key Route, Length, Structure Number, Location Termini, Add Location, Remove Location

Project Description: The existing structure carrying Fox Creek Road over the UPRR will be replaced with a proposed wider structure...

Engineering Funding, Anticipated Construction Funding

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name, Contact Name, Phone Number, Email, Address, City, State, Zip Code

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services...

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status...

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

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Transportation

Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.

In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

**AGREEMENT EXHIBITS**

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Summary Sheet
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. To pay the ENGINEER:
- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
    - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
    - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the

ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

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

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

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

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

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

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$1,614,949.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$1,614,949.00
Total for all work		\$1,614,949.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

City of Bloomington

By (Signature & Date)

[Signature & Date box for LPA]

By (Signature & Date)

[Signature & Date box for Engineer]

Local Public Agency

Local Public Agency Type

Title

City of Bloomington

City

Clerk

City Manager

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hutchison Engineering, Inc.

By (Signature & Date)

*Ryan M. Beadle* 1/19/26

By (Signature & Date)

*W. Shanahan* 1/19/26

Title

Director of Operations - Peoria

Title

Senior Vice President

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	06-00337-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

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

The scope of services will be as follows:

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

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	06-00337-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Project was locally let on January 9, 2026. Work is anticipated to begin on March 1, 2026. All work as stated in the substantial completion special provision to be substantially completed by September 27, 2027. All punch list work to be completed by November 24, 2027. It is anticipated project closeout will be complete by February 28, 2028.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Bloomington	Hutchison Engineering, Inc.	McLean	06-00337-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



<b>Local Public Agency</b> City of Bloomington	<b>County</b> McLean	<b>Section Number</b> 06-00337-00-BR
<b>Prime Consultant (Firm) Name</b> Hutchison Engineering, Inc.	<b>Prepared By</b> W. Shane Larson	<b>Date</b> 1/20/2026
<b>Consultant / Subconsultant Name</b> 	<b>Job Number</b> 	

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

**Remarks**

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	24	MONTHS	<b>OVERHEAD RATE</b>	160.22%
<b>START DATE</b>	3/1/2026		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2027		<b>% OF RAISE</b>	3.00%
<b>END DATE</b>	2/29/2028			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2026	1/1/2027	10	41.67%
1	1/2/2027	1/1/2028	12	51.50%
2	1/2/2028	3/1/2028	2	8.84%

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**The total escalation = 2.01%**





**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

06-00337-00-BR

**Consultant / Subconsultant Name**

**Job Number**

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum	10	\$68.00	\$680.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)	10	\$110.00	\$1,100.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	67500	\$0.73	\$48,937.50
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$100.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	\$100.00	\$100.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
OT Premium	Eng Tech 5 = \$57.53/2 = \$28.77	500	\$28.42	\$14,210.00
OT Premium	Eng Tech 2 = \$34.43/2 = \$17.22	700	\$17.22	\$12,054.00
TOTAL From Attached Page:		1	\$41,250.00	\$41,250.00
			<b>TOTAL DIRECT COSTS:</b>	<b>\$118,431.50</b>

BLR 05514 (Rev. 11/21/25)  
DIRECT COSTS



**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

06-00337-00-BR

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection & Doc			Administration											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	90.00	26.0	0.23%	0.21				26	50.00%	45.00									
PROJECT MANAGER	88.49	0.0																	
ENGINEER 5	75.26	260.0	2.31%	1.74	260	2.32%	1.75												
ENGINEER 4	65.59	0.0																	
ENGINEER 3	53.55	950.0	8.44%	4.52	950	8.47%	4.54												
ENGINEER 2	44.94	0.0																	
ENGINEER 1	37.61	0.0																	
ENG TECH 6	65.28	0.0																	
ENG TECH 5	57.53	4,000.0	35.52%	20.43	4000	35.68%	20.53												
ENG TECH 4	49.55	0.0																	
ENG TECH 3	39.66	0.0																	
ENG TECH 2	34.43	6,026.0	53.51%	18.42	6000	53.52%	18.43	26	50.00%	17.21									
ENG TECH 1	26.37	0.0																	
		0.0																	
		0.0																	
		0.0																	
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<b>TOTALS</b>		11262.0	100%	\$45.32	#####	100.00%	\$45.24	52.0	100%	\$62.21	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**Additional Direct Costs:**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Contract Rate</b>	<b>Total</b>
GPS Survey Equipment	10	Days	\$200.00	\$2,000.00
Nuclear Density Gauge (MTE)	25	Days	\$60.00	\$1,500.00
Nuclear Density Testing (MTE)	200	Hours	\$75.00	\$15,000.00
Concrete Testing (MTE)	250	Hours	\$75.00	\$18,750.00
Concrete Cylinder Breaking (MTE)	200	Each	\$20.00	\$4,000.00
<b>SUB-TOTAL DIRECT COSTS</b>				<b>\$41,250.00</b>

**ORDINANCE NO. 2026 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR  
ENDING APRIL 30, 2026, IN THE AMOUNT OF \$250,145.35**

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

**WHEREAS**, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget to increase the Motor Fuel Tax Fund Budget, to Utilize Reserves, in the amount of \$250,145.35, as requested by the Engineering and Finance Departments.

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

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

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

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

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

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

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

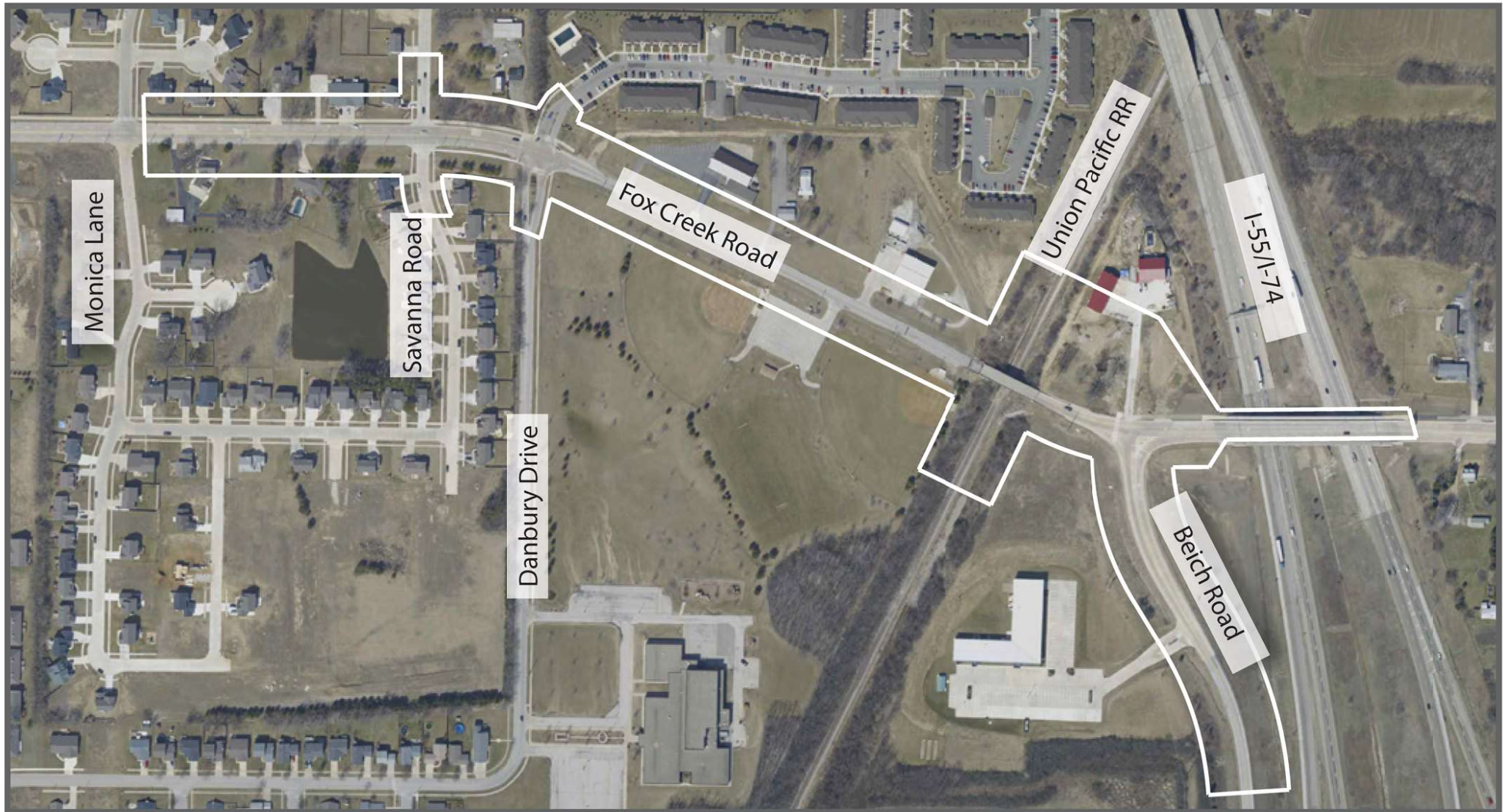
\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2026 Budget Amendment - Exhibit A**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
20300300-40000	Motor Fuel Tax Fund	Use of Fund Balance	\$ (250,145.35)
20300300-70051	Motor Fuel Tax Fund	Architectural & Engineering Services for Capital	\$ 250,145.35
<b>Net Transaction:</b>			<b>\$ -</b>

# Fox Creek Road & Bridge Improvements





## Consent Agenda Item No. 8.L.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving the Content of Certain Closed Executive Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk 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 Open Meetings Act ("OMA") requires Executive Session (aka closed session) minutes to be reviewed semi-annually, every six months. Unless otherwise approved for release, staff recommend that all other closed executive session minutes of the City Council remain confidential.

Council met in Executive Session on January 26, 2026, and reviewed the content of three (3) sets of minutes regarding historical Executive Session meetings as required by OMA. The content-based review of the minutes occurred, and the minutes are now being recommended for approval and to be held confidential as outlined in the proposed Resolution.

OMA Section 2.06(c) of 5 ILCS requires that all closed executive session meetings be audio or video recorded, as well as allows for the destruction of those recordings after 18 months if the meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction of the audio. Staff are requesting the approval to destroy applicable audio/video of closed sessions prior to August 9, 2024, except where the law requires otherwise.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** N/A

**Attachments:**

1. Resolution

## RESOLUTION NO. 2025 - 141

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

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

**WHEREAS**, The Illinois Open Meetings Act (“the Act”), Section 2.06(d), requires public bodies to review closed executive session minutes semi-annually, every six months, to determine whether or not a need for confidentiality of closed session minutes exists; and

**WHEREAS**, the Act requires the City to “report” its decision on what closed executive session minutes it is keeping confidential; and

**WHEREAS**, Section 2.06(c) of the Act requires that all closed executive session meetings be audio or video recorded, as well as allows the destruction of those recordings after 18 months if the meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction of the audio; and

**WHEREAS**, the City Council conducted a review of its closed executive meeting minutes while in closed Executive Session on January 26, 2026; and

**WHEREAS**, the City Council finds that the best interests of the City are served by outlining its review of the closed executive session meeting minutes as set forth in Exhibit A and allowing the destruction of audio of closed sessions that are over 18 months old.

**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 Council hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth in Exhibit A.

**SECTION 3.** The City Council hereby approves the destruction of any and all closed session audio/video made prior to August 9, 2024, except where the law requires otherwise.

**SECTION 4.** If any section, paragraph, clause, or provision of the Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 5.** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** This Resolution shall be in full force and effective immediately after its passage and approval.

**PASSED** this 9th day of February 2026.

**APPROVED** this        day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

### CLOSED EXECUTIVE SESSION MEETING MINUTES

The content of the following closed session meeting minutes shall be approved by City Council and held confidential:

<b>Meeting Minutes Date</b>	<b>Statutory Subject</b>
July 14, 2025	Section 2(c)(21) of 5ILCS 120 - Review of Executive Session Minutes
July 28, 2025	Section 2(c)(11) of 5ILCS 120 - Pending Litigation
August 18, 2025	Section 2(c)(11) of 5ILCS 120 - Pending Litigation

Unless otherwise approved for release, all other closed executive session minutes of the City Council are to remain confidential.



**Consent Agenda Item No. 8.M.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving a Worker's Compensation Settlement Involving Former Bloomington Police Department Officer Brent Smallwood, in the Amount of \$276,756.09, 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:** Former Bloomington Police Officer Brent Smallwood suffered injuries on both June 13, 2023, and August 29, 2023. The cost to settle both of these claims totals \$276,756.09.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the \$276,756.09 will be taken from the Casualty Budget and paid by the City's Third Party Claims Administrator.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING A WORKER'S COMPENSATION SETTLEMENT INVOLVING  
FORMER BLOOMINGTON POLICE DEPARTMENT OFFICER BRENT SMALLWOOD, IN  
THE AMOUNT OF \$276,756.09**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a workers' compensation settlement with former Bloomington Police Officer Brent Smallwood be approved, in the amount of \$276,756.09; and

**WHEREAS**, the claimant Brent Smallwood, suffered duty injuries on June 13, 2023, and August 29, 2023, while in the line of duty; and

**WHEREAS**, City Council finds it in the best interest of the City to settle both cases.

**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 settlement agreement, and any other necessary documents.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



## Consent Agenda Item No. 8.N.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on an Ordinance Adopting the Official 2025 Zoning Map for the City of Bloomington, which Supersedes and Replaces the Official 2024 Zoning Map, as requested by the Development Services Department.

**Recommended Motion:** The proposed Ordinance be approved.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** City decisions consistent with plans and policies

**Background:** The City of Bloomington is required by City Code (§ 44-202), and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code, to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations, and classifications for the preceding calendar year. In addition, the City Code provides that in the event there have been significant or numerous changes in zoning, the City Council may adopt an Official Zoning Map showing those changes (§ 44-205). The Official 2024 Zoning Map was adopted by Council on March 24, 2025. Over the course of the year in 2025, the City adopted a number of map amendments as the result of community petitions; these are included in the map, attached as Exhibit A to the proposed Ordinance. A complete list of common addresses and PINs for map amendments occurring in 2025 is also attached as Exhibit B to the Ordinance.

**Community Groups/Interested Persons Contacted:** Each map amendment, approved in 2025 and represented in the Official 2025 Zoning Map, has undergone review by City Staff and the Planning Commission. Each amendment required a public hearing with an opportunity for public comment and testimony and included additional consideration and action by City Council before final approval. The proposed Ordinance is a formality of incorporating already-approved changes into the visual representation of zoning within the City.

**Financial Impact:** N/A

**Attachments:**

1. Ordinance
2. Ordinance - Exhibit A - 2025 Zoning Map
3. Resolution - Exhibit B - 2025 List of Amendments

**ORDINANCE NO. 2026 - \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE OFFICIAL 2025 ZONING MAP FOR THE CITY OF BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2024 ZONING MAP**

**WHEREAS**, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty 31st day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations, and classifications of such municipality for the preceding calendar year; and

**WHEREAS**, the City Council adopted the Official 2024 Zoning Map (Ord. 2025-020) on March 24, 2025, which superseded the Official 2023 Zoning Map (Res. 2024-012); and

**WHEREAS**, adopted changes to the Official 2024 Zoning Map, as of December 31, 2025, have been reviewed and incorporated into the map attached as Exhibit A (“OFFICIAL 2025 ZONING MAP”), those changes are listed in Exhibit B; and

**WHEREAS**, the map published by the corporate authority shall be the OFFICIAL 2025 ZONING MAP, and when multiple changes occur and said map becomes difficult to interpret, said map shall be revised, and a new Official Zoning Map showing the revisions shall be adopted; and

**WHEREAS**, each OFFICIAL 2025 ZONING MAP shall be identified by the signature of the Mayor, attested by the City Clerk, and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

**WHEREAS**, pursuant to § 44-202 of the Bloomington City Code, one copy of the OFFICIAL 2025 ZONING MAP and thereafter one copy of the current annual revision thereto are to be kept for public inspection in the City Clerk Department and in the office of the Director of the Development Services Department; and

**WHEREAS**, the City Council of said City has the power to pass this ordinance and adopt the OFFICIAL 2025 ZONING MAP with revisions as of December 31, 2025, as the Official Zoning Map of said City, which supersedes the Official 2024 Zoning Map adopted on March 24, 2025.

**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 approves and adopts the OFFICIAL 2025 ZONING MAP for the City of Bloomington, Illinois, attached as Exhibit A and Exhibit B.

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

**SECTION 4.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

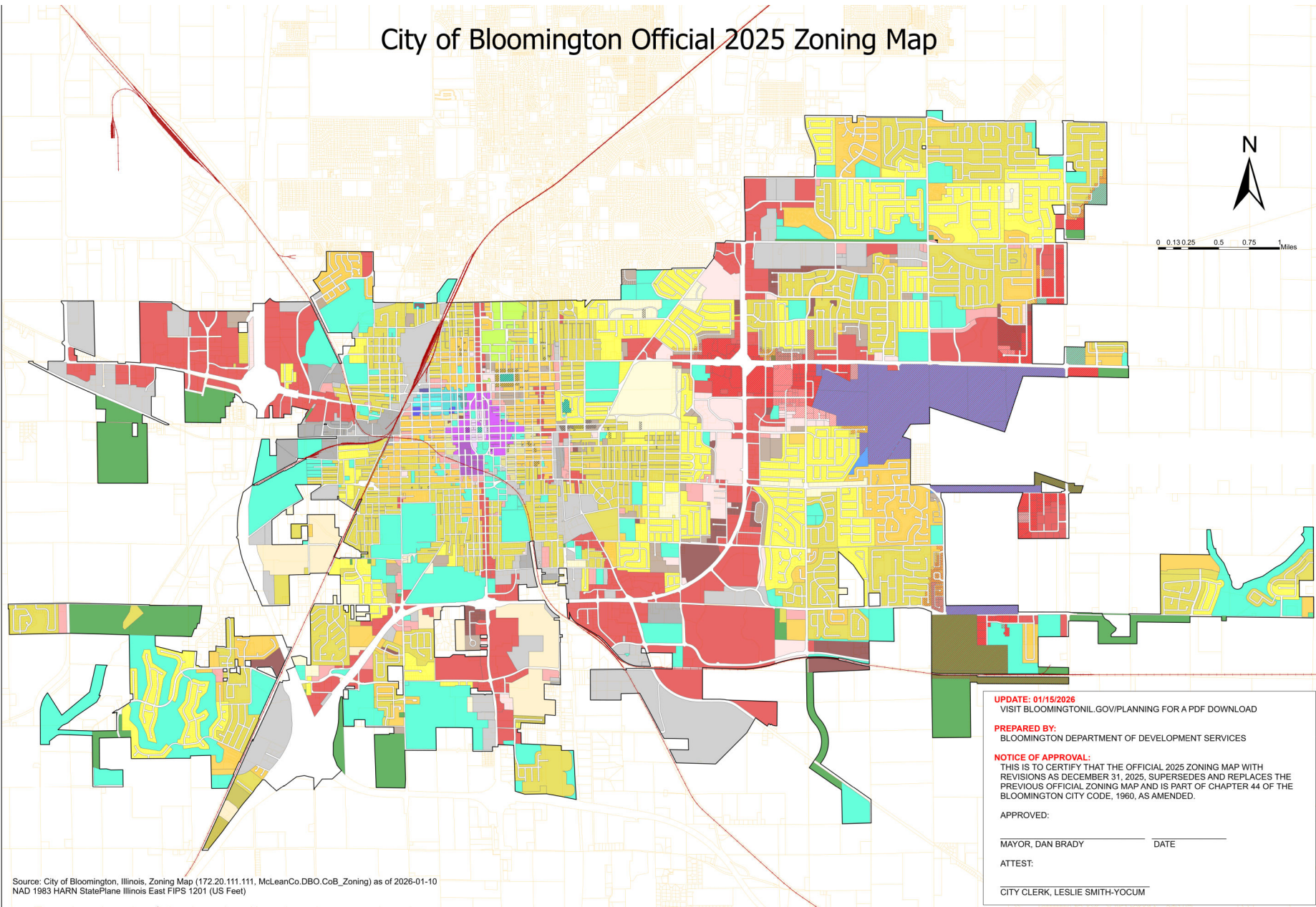
## EXHIBIT A



# City of Bloomington Official 2025 Zoning Map

## Legend

- Base Zoning Districts**
- A (Agriculture) District
  - R-1A (Single-Family Residence) District
  - R-1B (Single-Family Residence) District
  - R-1C (Single-Family Residence) District
  - R-1H (Single-Family Manufactured Home) District
  - R-2 (Mixed Residence) District
  - R-3A (Multiple-Family Residence) District
  - R-3B (Multiple-Family Residence) District
  - R-D (Downtown Residence) District
  - R-4 (Manufactured Home Park) District
  - B-1 (General Commercial) District
  - B-2 (Local Commercial) District
  - C-1 (Office) District
  - D-1 (Central Business) District
  - D-2 (Downtown Transition) District
  - D-3 (Downtown Warehouse and Arts) District
  - M-1 (Restricted Manufacturing) District
  - M-2 (General Manufacturing) District
  - P-1 (University) District
  - P-2 (Public Lands and Institutions) District
  - P-3 (Airport) District
  - GAP-1 (Estate House, Manor)
  - GAP-2 (House, Estate House, Manor)
  - GAP-3 (Iconic, House, Manor, Apt on Corners)
  - GAP-4 (Iconic, House, Manor, Rowhouse, Apt on Corners)
  - GAP-5 (Commercial, Cottage Commercial, Iconic, Apt)
  - GAP-6 (Warehouse)
- Zoning Overlay Districts**
- S-1 (Aircraft Noise Impact) District
  - S-4 (Historic Preservation) District
- Bloomington Corporate Limits
- Railroad



0 0.13 0.25 0.5 0.75 Miles

Source: City of Bloomington, Illinois, Zoning Map (172.20.111.111, McLeanCo.DBO.CoB\_Zoning) as of 2026-01-10  
 NAD 1983 HARN StatePlane Illinois East FIPS 1201 (US Feet)

**UPDATE: 01/15/2026**  
 VISIT [BLOOMINGTONIL.GOV/PLANNING](http://BLOOMINGTONIL.GOV/PLANNING) FOR A PDF DOWNLOAD

**PREPARED BY:**  
 BLOOMINGTON DEPARTMENT OF DEVELOPMENT SERVICES

**NOTICE OF APPROVAL:**  
 THIS IS TO CERTIFY THAT THE OFFICIAL 2025 ZONING MAP WITH REVISIONS AS DECEMBER 31, 2025, SUPERSEDES AND REPLACES THE PREVIOUS OFFICIAL ZONING MAP AND IS PART OF CHAPTER 44 OF THE BLOOMINGTON CITY CODE, 1960, AS AMENDED.

APPROVED:

MAYOR, DAN BRADY \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST:

CITY CLERK, LESLIE SMITH-YOCUM \_\_\_\_\_

**EXHIBIT B**

**Common Address and PINs for Map Amendments Occurring in 2025**

<b>Date Changed</b>	<b>Property Address</b>	<b>PIN(S)</b>	<b>Reference</b>	<b>Zoned To:</b>
01/13/25	2701 FOX CREEK RD *	21-18-153-009	ORD.NO. 2025-007	R-2
01/13/25	1706 MORRISSEY DR *	21-15-226-017	ORD.NO. 2025-004	P-2
01/27/25	SOUTHEAST OF INTERSECTION OF IRELAND GROVE AND ABRAHAM RD *	22-18-100-007 & 22-18-300-004	ORD.NO. 2025-009	A
03/24/25	WESTERN TERMINUS OF LUTZ ROAD *	21-20-100-006	ORD.NO. 2025-017	A
06/23/25	801 N. MARTIN LUTHER KING JR. DR	14-32-351-003	ORD.NO.2025-042	P-2
06/23/25	2418 MALONEY DR.	21-02-277-017	ORD.NO.2025-042	P-2
06/23/25	205 N. PROSPECT RD.	21-02-253-014	ORD.NO.2025-042	P-2
06/23/25	409 E. MULBERRY ST.	21-04-256-005	ORD.NO.2025-042	P-2
07/28/25	502 LUTZ RD *	21-20-200-003	ORD.NO.2025-045	A & R-3A
07/28/25	301 W. WASHINGTON ST.	21-04-331-009	ORD.NO. 2025-047	ADDED S-4 OVERLAY
07/28/25	804 N. CLINTON ST.	21-04-232-013	ORD.NO. 2025-046	R-2
09/22/25	2425 E. LINCOLN. ST	21-11-327-001	ORD.NO. 2025-068	R-3B

\* Annexation and Zoning Map Amendment



## Consent Agenda Item No. 8.O.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 3

**Subject:** Consideration and Action on an Application from PopUp, Inc., d/b/a Pop Up Chicken Shop, located at 409 N. Hershey Rd., Requesting Approval 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, and the license issued with the following conditions: (1) Mr. Francis make full payment to McLean County of any amounts in which he owes prior to issuance of the license; and (2) an 18-month probationary period in which there will be no violations pertaining to the liquor license, on or off premises, and if any violations occur an immediate 30-day suspension of the license will result.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

**Objective 3b.** Attraction of new targeted businesses that are the “right” fit for Bloomington

**Background:** PopUp, Inc., d/b/a Pop Up Chicken Shop (Applicant), located at 409 N. Hershey Rd., is requesting approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. The Applicant currently operates food service only at its location and alcohol sales are handled by a separate licensee, Bar @ PopUp, who intends to surrender both their liquor and gaming licenses if this liquor application is approved.

Both the Owner/Operator and General Manager of the Applicant business have prior felony convictions. Under Bloomington City Code (§6-104(D)) and the Illinois Liquor Control Act (235 ILCS 5/6-2), liquor licenses cannot be issued to individuals with felony convictions unless the Commission determines they are rehabilitated and able to hold public trust. (235 ILCS 5/6-2.5(b)) provides additional considerations for the Commission to review regarding evidence of rehabilitation and mitigating factors. Background investigation reports are included in the application packet materials for review and consideration, as well as a rehabilitation statement submitted by the owner of the Applicant business.

After a Public Hearing on January 13, 2026, the Liquor Commission positively recommended the application to Council with the conditions that (1) Mr. Francis make full payment to McLean County of any amounts in which he owes prior to issuance of the license; and (2) an 18-month probationary period in which there will be no violations pertaining to the liquor license, on or off premises, and if any violations occur an immediate 30-day suspension of the license will result. The Applicant was in agreement with the conditions.

All license approvals, amendments, or transfers are contingent upon compliance with building, health, and safety codes.

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Relevant City Code Language:

**§ 6-104 Disqualification for license.**

No such license shall be issued to:

(D) A person who has been convicted of a felony under the laws of the State of Illinois or any other state or the United States, unless the Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;

Relevant State Statute Language:

**235 ILCS 5/6-2 (from Ch. 43, par. 120) Sec. 6-2. Issuance of licenses to certain persons prohibited.**

(a) Except as otherwise provided in subsection (b) of this Section and in paragraph (1) of subsection (a) of Section 3-12, no license of any kind issued by the State Commission or any local commission shall be issued to:

(4) A person who has been convicted of a felony under any Federal or State law, unless the Commission determines that such person will not be impaired by the conviction in engaging in the licensed practice after considering matters set forth in such person's application in accordance with Section 6-2.5 of this Act and the Commission's investigation.

**235 ILCS 5/6-2.5 Sec. 6-2.5. Applicant convictions.**

(b) The Commission, upon a finding that an applicant for a license was convicted of a felony or a violation of any federal or State law concerning the manufacture, possession or sale of alcoholic liquor, shall consider any evidence of rehabilitation and mitigating factors contained in the applicant's record, including any of the following factors and evidence, to determine if the conviction will impair the ability of the applicant to engage in the position for which a license is sought:

- (1) the lack of direct relation of the offense for which the applicant was previously convicted to the duties, functions, and responsibilities of the position for which a license is sought;
- (2) whether 5 years since a felony conviction or 3 years since release from confinement for the conviction, whichever is later, have passed without a subsequent conviction;
- (3) if the applicant was previously licensed or employed in this State or other states or jurisdictions, then the lack of prior misconduct arising from or related to the licensed position or position of employment;
- (4) the age of the person at the time of the criminal offense;
- (5) successful completion of sentence and, for applicants serving a term of parole or probation, a progress report provided by the applicant's probation or parole officer that documents the applicant's compliance with conditions of supervision;
- (6) evidence of the applicant's present fitness and professional character;
- (7) evidence of rehabilitation or rehabilitative effort during or after incarceration, or during or after a term of supervision, including, but not limited to, a certificate of good conduct under Section 5-5.5-25 of the Unified Code of Corrections or a certificate of relief from disabilities under Section 5-5.5-10 of the Unified Code of Corrections; and
- (8) any other mitigating factors that contribute to the person's potential and current ability to perform the duties and responsibilities of the position for which a license or employment is sought.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on January 6, 2026, in *The Pantagraph*. 20 notices were mailed to

properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. CLK B Application - Pop Up Chicken Shop
2. CLK C Draft Minutes\_Pop Up Chicken Shop

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 01/13/26

**City Council Date** 02/09/26

**Acct. #** | 9454  
**Legal Entity Name** | PopUp, Inc.  
**Ownership** | Aaron Francis, 100%

**Billing Cycle** | Annual  
**DBA/Assumed Name** | Pop Up Chicken Shop  
**Agents/Managers** | Erick Salazar, Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Exhibit A – Nature of License Section Explanation
- Exhibit B – Rehabilitation Statement (Aaron Francis)
- Exhibit C – Current Operation Statement & Email Clarification
- Ownership and Agent/Manager Information
- Financial Statement
- Assumed Name Adoption Proof
- Articles of Incorporation
- Sublease Agreement
  - Exp. 07/31/2026
- Computer Generated Site/Floor Plan
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Aaron Francis, 100% Owner– *Flagged for Review*
  - Erick Salazar, Manager – *Flagged for Review*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form on File

Items/Amounts Past Due to the City of Bloomington as of 01/26/2026

- Finance Department - Tax Division:
  - Actual Amount Owed: \$2,204.94
  - Estimated Additional Amount Owed: \$4,013
  - Past Due Forms: December 2025 Remittance

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance & \$2,000 Bond

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



## Liquor License Application

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

<b>Legal Entity Name (Corporate/LLC Name)</b>	PopUp, Inc.
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Pop Up Chicken Shop
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	409 N. Hershey Rd., Bloomington, IL 61704
<b>Legal Entity Phone Number</b>	[REDACTED]
<b>Legal Entity Email Address</b>	aaron@popupchicken.com
<b>Establishment Address including Zip</b>	409 N. Hershey Rd., Bloomington, IL 61704
<b>Establishment Phone Number</b>	309-827-3999
<b>Establishment Email Address</b>	aaron@popupchicken.com
<b>*Email Address for ALL City Communications:</b>	aaron@popupchicken.com

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

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Aaron Francis	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	aaron@popupchicken.com		

**Contact Information for the Legal Entity's Agent:** *(If applicable)* 11/03/25 Added Legal Agent per Applicant -alara

Name (First & Last)	City	State	Zip
<del>Aaron Francis</del> Rich Marvel; Tanya Lanham	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		
<del>309-336-3851</del> [REDACTED]	<del>aaron@popupchicken.com</del> [REDACTED]		

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

Name (First & Last)	City	State	Zip
Erick Salazar	Bloomington	IL	61704
<b>Phone Number</b>	<b>Email Address</b>		
[REDACTED]	[REDACTED]		

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

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

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

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

**Status of Business Information:**

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

<input type="checkbox"/> <b>Sole Proprietorship</b> <input type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input checked="" type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
---	--
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A See Attached Exhibit B: Explanation and Rehabilitation Statement.

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

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No Is the premises for which the license is sought owned?  
 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist?  
*If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)  
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
See attached Exhibit A Nature of License
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
See attached Exhibit A Nature of License
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?  
*If yes, what sources will such revenue be derived?* \_\_\_\_\_  
Food sales
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?
 

Day	Time Open	Time Close
Monday:	11am	9pm
Tuesday:	11am	9pm
Wednesday:	11am	9pm
Thursday:	11am	9pm
Friday:	11am	10pm
Saturday:	11am	10pm
Sunday:	11am	9pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)  
Hershey Business Corridor - Commercial
  - If there are office or commercial buildings nearby, approximately what are their hours of operation?  
9am to 5pm
  - Is the area predominately residential, are they single or multi-family homes?  
No
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)  
Hershey and Eastland Dr. Two way street
- How much additional traffic is expected to be generated with a liquor license? \_\_\_\_\_  
None - Assumed to stay the same
- Describe any and all on- and off-street parking: \_\_\_\_\_  
Business has big parking lot. no off street parking
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 3



**Responsibility:**

- 1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
- 3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
- 4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: \_\_\_\_\_
- 5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
- 6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
- 7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* Yes, Peoria, IL
- 8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:  
Please see attached Exhibit A and Exhibit B

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

I, the undersigned, swear or affirm that:

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Aaron Francis  
 \_\_\_\_\_  
 Name (Please Print)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 October 31, 2025  
 \_\_\_\_\_  
 Date

## Exhibit A.

### Nature of License

#### 6. Reason for Requesting Liquor License

The applicant, Pop Up Inc., currently operates its restaurant business within the premises at 409 N. Hershey Road, Bloomington, Illinois, under a sublease with JP's Wheel & Ale House, the present liquor license holder. JP's has expressed its intention to vacate the premises and discontinue liquor operations at this location.

To ensure continuity of food and beverage service and to maintain the availability of liquor sales at the establishment, Pop Up Inc. desires to obtain its own liquor license for the Hershey location. This will allow Pop Up Inc. to continue operations under its own entity and license, without reliance on a separate business entity that no longer intends to operate at the premises.

#### 7. Benefit to the City and Its Residents

Approval of this liquor license will directly benefit the **City of Bloomington** and its residents in several important ways:

1. **Sustained and Increased Tax Revenue.**

The issuance of a liquor license to Pop Up Inc. will maintain and potentially increase local sales and liquor tax revenue for the City by ensuring continuous food and beverage operations at the Hershey Road location.

2. **Business Retention and Local Employment.**

Pop Up Inc. employs local staff and vendors, and continued operation under its own liquor license will preserve those jobs and support local supply chains. The company's planned expansion of concepts and venues within Bloomington will create additional employment opportunities.

3. **Economic Development and Community Growth.**

Pop Up Inc. is an established, Bloomington-based business with a proven record of success and community engagement. Its continued operation under a local license strengthens the City's restaurant sector and contributes to the vibrancy of Bloomington's small business economy.

4. **Improved Stability and Oversight.**

Granting a liquor license directly to the operating entity ensures that all responsibility for compliance, service standards, and conduct lies with the true day-to-day operator — promoting transparency and accountability in liquor service.

5. **Community Engagement and Reputation.**

Pop Up Inc. has become a recognizable and positive presence in Bloomington, known for high-quality food, professional service, and participation in local initiatives such as its partnership with the Illinois Farm Bureau. Its continued success under a local liquor license will reinforce the City's reputation as a supportive environment for responsible, homegrown business development.

**EXHIBIT B – REHABILITATION STATEMENT**  
Additional Information

**Submitted by:** Aaron Francis

Thank you for giving me the chance to share my story and explain how I've grown since the mistakes I made years ago. I know this process is about trust and accountability, and I want to be completely open about my past and the work I've done to turn my life around.

My record includes a few cannabis-related charges and some old misdemeanors, mostly from a much younger and less mature time in my life:

- **2007CM000504** – A high school mistake involving a bong and some beer. I was young and reckless.
- **2011DT000133** – A DUI case resolved with court supervision. I accept full responsibility for my actions.
- **2016CF001427** – A cannabis possession charge tied to an old family property. I served a short county sentence and made the decision during that time to change my life completely.
- **2017DT000270** – A DUI related to less than 3.5 grams of cannabis. I served the time concurrently and used the experience to focus on my future.
- **2020CF001342** – My final case, also cannabis-related, which ended in probation that I completed successfully.
- **2016CM001242** – A misdemeanor order of protection that was dismissed.

I want to be clear, I have not had any arrests, charges, or convictions since 2020. Those days are long behind me.

After my last case, I made a promise to myself and my family that I would never take another wrong turn. I found purpose again through cooking. This has been something that has always been in my heart and in my family. While serving time in the McLean County Jail, I worked in the kitchen and realized I could use those skills to build something positive. That's when the idea for Pop Up Chicken Shop was born.

What started as a small setup in the VFW kitchen has grown into something I could have only dreamed of back then. Today, Pop Up Chicken Shop employs over 45 people in Bloomington with an annual payroll of about \$1.5 million, all reinvested right back into this community. We're proud to be a local favorite, winning Best Fried Chicken six years in a row and Best Minority Business Owner four years in a row, both honors voted on by the public in the *Pantagraph's* Readers' Choice Awards.

Beyond running a business, I've made it my mission to give back. We've sponsored local high school teams, fed teachers at my alma mater, provided meals through the Salvation Army and VFW, and supported veterans, families, and those who just need a second chance. I hire people from all walks of life, including those with a past like mine, because I believe in redemption and opportunity.

I'm also working with the Illinois Farm Bureau and developing a new restaurant concept near Lowe's, which I recently acquired. My goal is to keep investing in Bloomington, keep hiring local, and keep showing through my actions that people can change for the better.

I understand that my record might raise concerns, and I take full ownership of the decisions that led to those charges. But I hope my work, my consistency, and my growth over the past several years show who I am now, not who I was then.

I love this community and am proud to contribute to it. I'm asking for the chance to continue doing so, this time with the privilege and responsibility that come with holding a liquor license.

Thank you for your time, your consideration, and for allowing me to tell my story.

With respect and gratitude,



**Aaron Francis**

## EXHIBIT C – STATEMENT REGARDING CURRENT OPERATIONS

*(Business Owner/Operator – Section 5)*

This Exhibit is provided to give context to the current operations of **Pop Up Inc.** and its relationship with **JP’s Wheel & Ale House** (“JP’s”) at **409 N. Hershey Road, Bloomington, Illinois** (the “Premises”).

### 1. **Current Lease and Sublease Structure.**

JP’s Wheel & Ale House is the primary lessee of the Premises. In **August 2022**, Pop Up Inc., owned and operated by **Aaron Francis**, entered into a **sublease** with JP’s to provide food service operations at the location while JP’s retained responsibility for liquor service under its existing liquor license.

### 2. **Background and Expansion of Pop Up Inc.**

Prior to moving into the Hershey location, Pop Up Inc. operated out of the VFW Hall on Morrisey Avenue in Bloomington, where it established a strong following and local reputation. Recognizing the demand for its menu and brand, Aaron Francis sought a permanent brick-and-mortar presence. The opportunity with JP’s Wheel & Ale House allowed Pop Up Inc. to transition from a temporary kitchen to a fixed location with dine-in service.

### 3. **Operational Success and Community Engagement.**

Since establishing operations at the Hershey location, Pop Up Inc. has flourished. The business has become one of Bloomington’s most popular dining options and has expanded its footprint through:

- A new **partnership with the Illinois Farm Bureau** providing breakfast and lunch service; and
- The development of a new concept at **501 N. Prospect Road**, the former Kentucky Fried Chicken location in Bloomington.

### 4. **Planned Transition of Liquor Operations.**

JP’s Wheel & Ale House has expressed its intent to **cease liquor operations at the Hershey location** and to allow **Pop Up Inc.** to assume responsibility for all restaurant and liquor service functions. JP’s will **coordinate termination of its liquor license concurrently with the issuance of a new license to Pop Up Inc.**, if approved.

### 5. **Future Lease Relationship.**

Pop Up Inc. will continue to operate under the **August 2022 sublease** during the transition. Upon termination of that sublease, Pop Up Inc. expects to negotiate a **direct lease agreement** with the building owner to ensure continuity of its operations and to maintain a long-term presence at the Premises.

### 6. **Purpose of This Statement.**

This statement is submitted to provide transparency regarding the current lease, operational structure, and upcoming transition of liquor service. It is intended to clarify that Pop Up Inc. is the active operator at the location, and that issuance of a liquor license to Pop Up Inc. will ensure uninterrupted food and beverage service to the public while allowing a smooth and lawful transition from JP’s Wheel & Ale House.



*The following Item was presented:*

Item 5.E. Public Hearing and Action on an Application from PopUp, Inc., d/b/a Pop Up Chicken Shop, located at 409 N. Hershey Rd., Requesting Approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:38 P.M.

Asst. Corporation Counsel George Boyle introduced the Item and noted two unusual aspects. He explained that the first aspect was that the location had an active liquor license under Bar @ Pop Up, which was owned by a separate entity than the Applicant, and that if approved, the Applicant, who was the current restaurant food only operator, would also provide alcohol service under a Restaurant Liquor License on the same premises. He stated that the second aspect was that the background checks completed for the Applicant had revealed felony convictions for the owner, Aaron Francis, and explained that staff had provided the Commission with a memo summarizing relevant City and State law on the issuance of licenses to felons, the detailed background reports, a summary of those reports, Mr. Francis' rehabilitation letter, and the General Manager's background check. He then outlined the legal standards for finding "sufficient rehabilitation" and summarized the key felony case from 2020 involving cannabis manufactured delivery and possession of a controlled substance and noted that the conviction was less than five years old but that this was only one of several factors the Commission must weigh. He described a second felony from 2016 in McLean County for possession of more than 5,000 grams of cannabis, with a guilty disposition entered on July 24, 2017. He noted that the background materials also showed one DUI (Driving Under the Influence) in addition to another DUI that Mr. Francis disclosed in his rehabilitation letter. He reminded the Commission that all of these details, along with Mr. Francis's letter, are in their materials, and said he was providing this context and the applicable law because the application is unusual, and the presented facts were relevant to making a judgment on the application.

Aaron Francis, owner; and Richard Marvel, attorney for PopUp, Inc. (Applicant), after being sworn, addressed the Commission. Mr. Marvel thanked the Commission and explained that Pop Up Inc. was seeking its own Restaurant Liquor License so the owner, Aaron Francis, could expand his successful chicken shop at 409 N. Hershey Rd., and noted that they had no interest in a video gaming license for the establishment. He emphasized that Mr. Francis' felony history was fully disclosed and that the focus is on his rehabilitation and business growth. He described how Mr. Francis discovered his interest in food service while working in a jail kitchen, so he started PopUp at the VFW, then relocated to the current Hershey Rd. location. He noted that Mr. Francis also had a Peoria operation, participated in Farm Bureau catering, and planned for another Bloomington concept in the future. He stressed that Francis has had no infractions since 2020, employed many people, and was active in the community. He stated that operationally, the hours and concept would remain the same, all managers and staff serving alcohol would be BASSET certified, and the Manager had long local experience, despite a DUI from 2014. He asked that the Commission find Mr. Francis rehabilitated so he could continue to build his business and noted that a late food-and-beverage tax payment for November had been paid, and that any remaining late fees would be resolved when they received a final amount from the City.

Commissioner Jordan asked if the location was the one where KFC previously operated. Mr. Francis stated that the business was located in the previous JP's Wheel & Ale House, and Hooter's Restaurant, before that. Commissioner Jordan asked how old Mr. Francis was and noted that he had been to the restaurant when the business was located in the VFW and was

glad that they had their own space. Mr. Francis answered 36 and explained that they had been in the Hershey Rd. location for around 4 years.

Commissioner Bedeker asked about the taxes mentioned previously and if they were a result of the number of turkeys they sold for the holiday season. Mr. Francis answered yes.

Commissioner Brady thanked the applicant and noted that, because of the felony convictions, the Commission would specifically decide whether Mr. Francis was rehabilitated and could be trusted with a liquor license. He asked Mr. Marvel to clarify whether, beyond the recently paid City of Bloomington food and beverage tax, there were still any unpaid court-related fines or other financial obligations in McLean County related to Mr. Francis' felony cases. Mr. Marvel estimated that Mr. Francis still owed roughly \$8,000–\$9,000 in court fines for his past cases and noted that some had been partially paid over time. Commissioner Brady asked if the current gaming license held at that location would move to another location with the business that currently holds the license. Mr. Marvel stated that he did not know. Leslie Yocum, City Clerk, explained that a separate entity operated the gaming machines there now and that the way the City Code is written they would not transfer. She asked Mr. Boyle for additional information. Mr. Boyle clarified that there was currently a liquor license holder at the PopUp location, and that the existing licensee had indicated they would surrender their license if the Commission granted a new liquor license to PopUp, Inc. He noted the current licensee at the site was "Bar @ Pop Up."

Mr. Francis explained that PopUp Inc. had no intention of seeking a gaming license. Commissioner Brady asked if there were machines on the premises currently. Mr. Francis answered yes and noted that the machines were currently active under the existing licensee, but that operator did not plan to renew its lease, and the expectation was that its liquor and gaming licenses would be surrendered if PopUp, Inc.'s new Restaurant Liquor License was approved. Commissioner Brady asked Clerk Yocum if she had additional information. She noted that the current licensee had indicated they would surrender their licenses, but had not yet submitted the form required to do so.

Commissioner Brady clarified that there were currently video gaming machines operating at the proposed premises. Mr. Marvel confirmed that there were machines under the other licensee.

Commissioner Bedeker asked if the Applicant were approved for the liquor license, then the video gaming license would cease at the location. Mr. Marvel confirmed that they would cease immediately.

Mr. Boyle asked when PopUp Chicken started. Mr. Francis answered that it started in October 2018.

Commissioner Brady then asked if other staff had questions or remarks.

Asst. Police Chief Paul Williams stated that he was asked to look into Mr. Francis' criminal history, which included outstanding fines. He explained that in 2020, while Mr. Francis was the owner of PopUp Chicken, 6 grams of cannabis were purchased from him by the Police and that when they executed a search warrant on December 4, 2020, they found about 400 grams of cannabis, which is about 1 pound, and 15 oxycodone pills. He noted that Mr. Francis pled guilty to a Class 4 Felony of Possession of a Controlled Substance and was sentenced to 30 months' probation. He stated that for that incident, Mr. Francis still owed \$4,090. He noted that in 2016, the Bloomington Police Department received a phone call from a pest inspector working in the area and who had smelled marijuana coming from a house. He said that Bloomington's Police Vice Unit located 4,200 grams of cannabis in the house that was controlled by Mr. Francis' father. He clarified that 4,200 grams was 18 pounds of marijuana. He explained that Mr. Francis pled

guilty to possession for that incident and was sentenced to 180 days in jail and 36 months' probation. He noted that Mr. Francis still owed \$13,311.15, which brought the estimated total amount of fines owed to McLean County to \$17,500. He explained that there were other minor violations, such as a DUI from Normal and a second from the State Police, a violation for invalid car insurance in 2017 and a violation of probation in 2018.

Commissioner Bedeker asked what would happen to the license if Mr. Francis were to have another felony conviction. Mr. Boyle explained that when a licensee breaks the law, the penalty depends on how serious the violation is. Mr. Boyle stated that possible sanctions ranged from a fine, to a suspension of up to 30 days, to full revocation or added conditions on the license and that more serious or violent offenses on or near the premises could trigger harsher penalties. He explained that if the licensee disputed what happened or the sanction, the City must prove the violation at a hearing.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Mr. Marvel thanked the Commission, acknowledged Mr. Francis' past convictions, and agreed that all outstanding fines would be paid as a condition of any approved license. He urged the Commission to look at Mr. Francis' overall body of work and progress since 2020 and to find that he was rehabilitated so he could continue the operation and growth of his business.

Commissioner Brady referenced Mr. Francis' rehabilitation statement, where he promised not to "take another wrong turn" and said the Commission must also protect public trust. He proposed adding an unusual condition to any approval where if there was any violation related to the liquor license—on or off the premises—the license would automatically be suspended, and he asked the Applicant and his counsel to consider agreeing to that before he made a formal motion.

Mr. Boyle asked for clarification on whether the condition would be a suspension that was limited to 30 days or a revocation. Commissioner Brady clarified that he was proposing an automatic 30-day suspension of the liquor license for any qualifying violation, with no initial debate, as a safeguard for the City. He noted that after that suspension, normal due process would be available, but he felt this condition was fair given the history discussed.

Commissioner Meister asked Mr. Marvel, since he had agreed the roughly \$17,500 in fines would be paid, whether a specific deadline could be attached to that condition and what a realistic time frame would be for Mr. Francis to pay those fines in full. Mr. Marvel responded that his expectation would be for all fines to be paid before the liquor license could be issued. He noted that since the current operator needed time to wind down, he said they would accept payment of those fines as a formal condition of issuing the new license.

Commissioner Brady said he appreciated the commitment to pay fines but viewed those court matters as separate from the City's decision on the liquor license. "What I want is a stipulation and a safeguard that says, in your own words, and your own rehabilitation statement, that there would be no additional wrong turns on your part. We can all probably decide what we think wrong turns are. However, I certainly think a wrong turn would be that if there is any violation with respect to your liquor license, whether that be some of the things we've heard here today, whether that be something related directly to the business, whether that be something on or off the premises, would be cause to suspend for 30 days, at least, automatically, the license, if it's granted and asked to be moved forward to Council from here today. So that's what I'm trying to clarify."

Mr. Marvel agreed and stressed that Mr. Francis' willingness to paying the fines owed to the County, not to the City, showed his commitment to public responsibility. He explained that they understood the concern about "wrong turns," and pointed out that some liquor violations could stem from an employee's mistake, such as accidentally serving a minor. He expressed understanding that in those cases, the owner would still answer to the Commission, but that those should be judged on how he responded to the incident versus being penalized the same as for misconduct not entirely under his own direct control. He asked whether the proposed automatic suspension was meant to apply to all violations or specifically to Mr. Francis's personal conduct.

Commissioner Brady stated it would be Mr. Francis' direct conduct since he was the Applicant. Mr. Marvel stated that they were willing to accept an automatic-suspension condition if it was tied specifically to Mr. Francis' own conduct. He noted that in a busy restaurant, mistakes by employees could occur despite good management, and reaffirmed that Mr. Francis was an effective manager and agreed to the stipulation as long as it applied to Mr. Francis' direct actions.

Mr. Boyle asked how the stipulation would apply if the violation was an underage sale made by an employee rather than Mr. Francis.

Commissioner Brady clarified that, because this was a unique case, he wanted a clear condition attached to any license approval noting that if Mr. Francis personally received any violation related to the liquor license—on or off the premises, whether it would be a ticket, arrest, or similar charge—the license would be automatically suspended for at least 30 days, with no initial debate, before any further due process review could occur.

Mr. Marvel replied that they could agree to the automatic-suspension condition if it applied only to Mr. Francis' own conduct. He then sought clarification, asking whether an underage sale made by an employee and not by Mr. Francis himself, would simply be handled through a normal Commission Hearing, or whether the Commission intended that type of incident to also trigger the automatic suspension.

Commissioner Brady responded that because Mr. Francis' business name would be on the liquor license, he was ultimately responsible for any violations tied to it. He offered to restate the motion if needed.

Commissioner Jordan noted that Mr. Francis could not be at his business at all times and clarified that if one of his employees purposely or accidentally sold liquor to a minor, he would automatically be suspended.

Commissioner Brady confirmed and stated that if he received any violation with respect to the liquor license, whether that violation occurred on or off the premises, it would be cause to automatically suspend the license for 30 days.

Clerk Yocum asked for clarification on how to phrase the condition in the minutes, specifically whether an off-duty DUI by Mr. Francis would still count as a violation "associated with the liquor license" and trigger an automatic 30-day suspension. She restated her current understanding of the motion as "any violation, on or off the premises, related to the liquor license, would result in an automatic 30-day closure." Commissioner Brady confirmed the motion.

Mr. Boyle asked if the condition would include other felonies, such as the sale of marijuana, where the delivery of it was off premises, and the action was not directly related to any license at that time.

Commissioner Brady clarified that any issue serious enough to count as a violation against the liquor license—something that could bring Mr. Francis back before the Commission for action—

would automatically trigger a 30-day suspension. He stated that if a violation occurs related to the license or its operation, the license was to be suspended for 30 days without further initial discussion.

Commissioner Bedeker explained that, when considering conditions on the license, his focus was specifically on Mr. Francis' own behavior, given his felony history and efforts at rehabilitation. He noted his concern was with Mr. Francis' personal actions and responsibilities, rather than automatically imposing the same consequence for an employee's inadvertent mistake, such as an underage sale.

Commissioner Brady explained that he understood Commissioner Bedeker's point and that if he so wished, it could be made into a motion, but emphasized that, given Mr. Francis' significant history, the Commission must clearly define from the start what stipulations would be attached to this license. He stressed the need to both respect the rehabilitation efforts and not ignore the past and explained that he was trying to balance those two objectives through carefully crafted conditions.

Clerk Yocum reminded the Commission that they could attach more than one condition to the license if they choose, not just a single stipulation. She also noted that, although video gaming at the site had been mentioned, the Commission had not yet discussed whether any gaming-related condition should be included in the motion.

Commissioner Peterson asked Mr. Francis if he had rehabilitated himself so much that he was committed to not committing a felony again, such as a DUI or drug-related charge. She then asked if he used drugs or drank alcohol. Mr. Francis explained that he no longer used drugs or alcohol and had not since starting his business roughly five years ago. He emphasized that he prided himself on caring for his employees and their families and wanted to change the hospitality industry's culture, which he felt had long fostered addiction issues. He stated that, based on his conduct over the past five years, he considered himself a completely changed person, and acknowledged that actions speak louder than words.

Commissioner Peterson asked how Mr. Francis was active in the community and what he did to stay focused on his personal goals to be clean and to stay out of trouble. She asked if he surrounded himself with people that participated in the same activities that got him into trouble. Mr. Francis explained that he had cut people from his past out of his life and now spent nearly all his time working and juggling his three businesses. He stated that his past shaped who he was and that he was proud of how far he had come. He noted that the State's Attorney, Jeff Horve, who once prosecuted him, had since told him he is proud of his rehabilitation.

Mr. Boyle asked how long Mr. Francis had been sober. Mr. Francis answered that he had not had a drink in two years and had not done a drug in well over seven years.

Commissioner Meister asked whether the proposed condition meant any violation by Mr. Francis, such as an unrelated speeding ticket, would trigger a 30-day suspension of PopUp Chicken's liquor license.

Commissioner Brady answered no and clarified that the automatic 30-day suspension would apply only to violations related to the liquor license and the operation of the establishment that would bring him before the Commission. He stated that if there was any such license-related violation, the license would be automatically suspended for 30 days without further discussion, and only after that period would any additional due-process review occur.

Mr. Boyle clarified the proposed condition and restated it to say that if there was any liquor-license-related violation, citation, or arrest, the 30-day suspension would be automatic and

not contested. He further clarified that additional sanctions—such as fines or revocation—could still be pursued and disputed through normal due-process procedures during or after that 30-day suspension. He asked Commissioner Brady to confirm. Commissioner Brady confirmed that during those 30 days, the business could stay open but could not serve alcohol.

Mr. Marvel asked for confirmation that, under the proposed condition, any liquor-license violation—such as an underage sale when Mr. Francis was not present—would immediately trigger a 30-day suspension, and after that 30-day period, they would then be able to return to the Liquor Commission to request permission to resume alcohol service. He also sought clarity on whether that review would stay with the Commission or also appear before City Council.

Commissioner Brady stated that it would only appear before the Liquor Commission. Mr. Marvel questioned if the suspension could be 60 or 90 days. Commissioner Brady confirmed that any qualifying liquor license violation will automatically sideline the license for 30 days, during which the license could not be used. He explained that after that period, the City could begin hearings and consider further actions, but the automatic suspension was meant to ensure immediate accountability and give the Commission a clear trigger to act when a violation occurred.

Mr. Marvel explained that he understood the Commissioner's position and agreed that Mr. Francis wanted to be fully accountable. He expressed concern about rare "anomalies" beyond Mr. Francis' direct control, such as a rogue employee or an underage sting operation. He noted that in those scenarios, the automatic rule would still shut down alcohol service for 30 days immediately, with no chance to appear before the Commission or start any review process during that time.

Commissioner Brady confirmed that the consequence as stated was correct and noted that, as the license holder responsible for hiring and day-to-day operations, Mr. Francis must bear that level of accountability. He stated that given Mr. Francis' history as discussed at the Hearing, he felt an automatic 30-day suspension in such cases was a fair safeguard.

Mr. Boyle noted that state law limits an initial liquor license suspension to 30 days. He explained that if the City later sought additional penalties beyond that, those would require a formal process and proof of a violation. He confirmed that the special condition being discussed would allow the initial 30-day suspension to take effect automatically, without first having to prove the violation. Commissioner Brady confirmed.

Mr. Marvel asked whether the automatic-suspension condition could be limited to a set period, such as one or two years, and then be removed if Mr. Francis demonstrated a good track record. He argued that even well-run establishments experienced occasional anomalies and suggested a time-limited condition would still keep Francis on a strict path while recognizing that rare issues could occur in any business.

Commissioner Meister agreed with the idea of limiting the automatic-suspension rule to a set period and asked if they could add it as a probationary condition where they would apply the stipulation for 12–18 months, and then, if there were no issues during that time, later move to remove the condition from the license.

Commissioner Brady agreed they could set a time-limited stipulation if the Commission wished, but noted that ending or changing that probationary condition later would require bringing the matter back before the Liquor Commission for another decision, unless legal counsel advised a different process.

Mr. Boyle explained that the matter could be continued so that the parties could draft a written agreement, which spelled out the condition terms clearly and acceptably to both the Applicant and the Commission, and then if no agreement was reached by the next time it came back, the Commission could at that point vote to approve or deny the license.

Commissioner Brady noted that he understood Mr. Boyle's suggestion would mean taking the matter under advisement and would delay a vote while the parties work out written terms. He contrasted that with his own preference to settle the conditions and reach a decision at the meeting in a fair way for the Applicant and told Mr. Marvel it was his choice whether to proceed to a vote now or have the Commission hold off and not vote yet.

Mr. Marvel stated they did not want to delay the matter and would prefer the Commission issue a recommendation on the license. He suggested that, if the Commission agreed, they could accept the special stipulation, but could return after 12 months of successful operation to ask the Commission to remove that condition. He added they would follow whatever process the Commission directed in order to get a decision at the current meeting.

Commissioner Brady stated that he understood and indicated that if the Commission wanted to add a specific time limit to the proposed condition as part of the recommendation, they were welcome to do so. He suggested that there seemed to be partial agreement on that approach.

Commissioner Meister made a motion to approve with a condition of a 12-month probationary period in which there would be no violations pertaining to the liquor license or would result in an immediate 30-day suspension.

Mr. Boyle advised lengthening the proposed probationary period beyond 12 months and added that, in any case, all outstanding fines should be paid, and all taxes brought current before the liquor license was issued.

Commissioner Brady confirmed and noted that the probationary period would be lengthened from 12 to 18 months.

Clerk Yocum clarified that the 18-month probationary period would not automatically expire, and instead, the Applicant would need to come back after at least 18 months to petition the Liquor Commission to have the special condition removed. Commissioner Brady confirmed.

Commissioner Brady closed the Public Hearing at 5:44 p.m.

Ashley Lara, Records & Licensing Specialist, clarified for the record that the existing operator of the liquor and video gaming license was Around the Corner II, Inc.

**Commissioner Meister made a motion, seconded by Commissioner Bedeker, to positively recommend the Item to Council with the condition that (1) Mr. Francis make full payment to McLean County of any amounts in which he owes prior to the issuance of the license; and (2) an 18-month probationary period in which there will be no violations pertaining to the liquor license, on or off premises, and if any violations occur an immediate 30-day suspension of the license will result.**

**Commissioner Brady directed the Clerk to call roll:**

**AYES:** Brady; Meister; Jordan; Peterson; Bedeker

**Motion carried.**

## **New Business**

No new business was discussed.



## Consent Agenda Item No. 8.P.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 8

**Subject:** Consideration and Action on an Application from Jayst, Inc., located at 3805 Ballybunion Rd., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

**Objective 3b.** Attraction of new targeted businesses that are the “right” fit for Bloomington

**Background:** Jayst, Inc. (Applicant), to be located at 3805 Ballybunion Rd., is requesting approval of a new Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The location under prior ownership was operated as a Mexican restaurant. The new group wishes to open it as a restaurant/tavern selling pizza.

After a Public Hearing on January 13, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on January 6, 2026, in *The Pantagraph*. 9 notices were mailed to properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. CLK B Application\_Jayst, Inc.
2. CLK C Draft Liquor Commission Minutes 01/13/26\_Jayst, Inc.

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 01/13/26

**City Council Date** 02/09/26

<b>Acct. #</b>	TBD	<b>Billing Cycle</b>	Annual
<b>Legal Entity Name</b>	Jayst, Inc.	<b>DBA/Assumed Name</b>	N/A
<b>Ownership</b>	Bradley Finn, 33.33%; Geoff Sheets, 33.33%; and Bill Montes De Oca, 33.33%	<b>Agents/Managers</b>	Owners Manage Establishment

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Ownership and Agent/Manager Information
- Explanation of Convictions
- Financial Statements
- Articles of Incorporation
- Computer Generated Site/Floor Plan
- Lease Agreement
  - Exp. 11/31/2026
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Bradley Finn, 33.33% Owner – *No Concerns Reported*
  - Geoff Sheets, 33.33% Owner – *No Concerns Reported*
  - Bill Montes De Oca, 33.33% Owner – *No Concerns Reported*
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- B/N AMST Tax Registration Form Submitted

Items/Amounts Past Due to the City of Bloomington as of 01/26/2026

- Development Services Department: Field Survey Report Past Due as of 07/05/19
  - Total Fee De at the Time of Survey Submittal: \$110.00

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance & \$2,000 Bond

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



## Liquor License Application

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

<b>Legal Entity Name (Corporate/LLC Name)</b>	Jayst, Inc.
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Jayst, Inc.
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	3805 Ballybunion
<b>Legal Entity Phone Number</b>	309-825-7308
<b>Legal Entity Email Address</b>	braddwc@yahoo.com
<b>Establishment Address including Zip</b>	61704
<b>Establishment Phone Number</b>	309-825-7308
<b>Establishment Email Address</b>	braddwc@yahoo.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	braddwc@yahoo.com

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

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Brad Finn	Bloomington	IL	610701
Phone Number	Email Address		
309-825-7308	braddwc@yahoo.com		

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

Name (First & Last)	City	State	Zip
David G Armstrong	BLOOMINGTON	IL	61704
Phone Number	Email Address		
██████████	████████████████████		

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

Name (First & Last)	City	State	Zip
Brad Finn	Bloomington	IL	61701
Phone Number	Email Address		
309-825-7308			

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

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

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

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

**Status of Business Information:**

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

<input type="checkbox"/> <b>Sole Proprietorship</b> <input type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input checked="" type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
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- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TA
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: The previous Mexican restaurant closed and the applicants are opening a pizza parlor
- If approved, how would the liquor license benefit the City and its residents? Provide a quality establishment for the community.
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* Yes, small local bands may play occasionally.
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* The establishment will sell pizza and related items.
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	3:00 pm	1:00 am
Tuesday:	3:00 pm	1:00 am
Wednesday:	3:00 pm	1:00 am
Thursday:	3:00 pm	1:00 am
Friday:	3:00	2:00 am
Saturday:	3:00 pm	2:00 am
Sunday:	3:00 pm	12:00 am

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Residential housing, a brewery and various commercial properties and an executive golf cars.
  - If there are office or commercial buildings nearby, approximately what are their hours of operation? There are some offices which are open during the day but will close shortly after the bar opens.
  - Is the area predominately residential, are they single or multi-family homes? There are proposed apartments nearby which have not been built.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Tullamore and Ballybunion which are both two ways without parking restrictions.
- How much additional traffic is expected to be generated with a liquor license? None
- Describe any and all on- and off-street parking: Some on street parking but the property has a parking lot.
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
 4A If yes, please explain: The applicants currently holds a liquor license at 531 N. Main St., B Bloomington. Two of the applicants are applying for a new license at that location.
5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

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**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Brad Finn

Shareholder

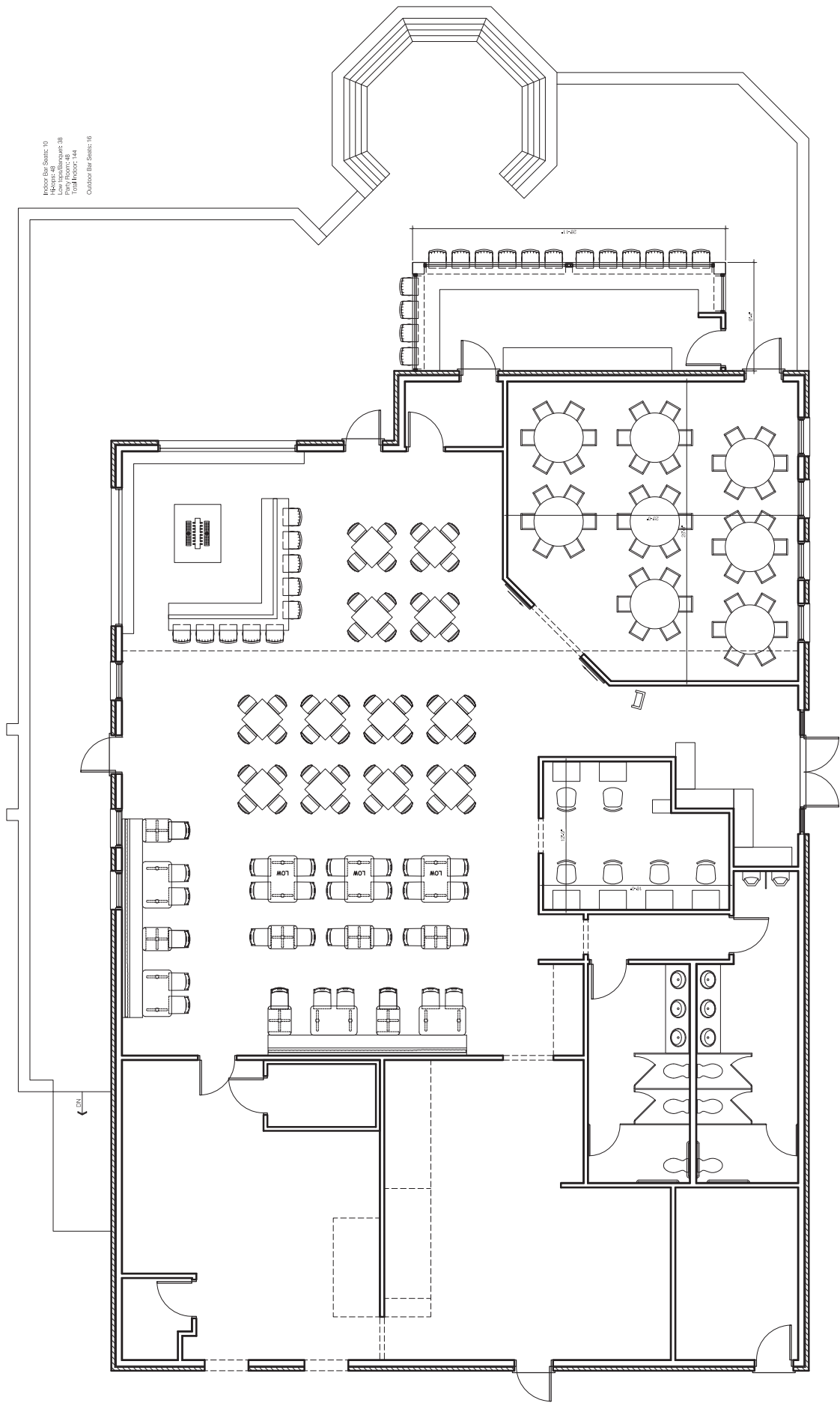
Name (Please Print)

Title

6/27/2025

Date

Indoor Bar Seating: 10  
High-top: 48  
Diner Seating: 38  
Diner Booth: 48  
Total Indoor: 144  
Outdoor Bar Seating: 16



*The following Item was presented:*

Item 5.C. Public Hearing and Action on an Application from Jayst, Inc., located at 3805 Ballybunion Rd., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:23 P.M.

David Armstrong, attorney for 531 N. Main Pub, LLC (Applicant), after being sworn, addressed the Commission. Mr. Armstrong explained that his clients purchased the former Mexican restaurant building near the Links Golf Course and were doing extensive remodeling. He noted that they were seeking a new tavern liquor license for a site that previously held one, and they aimed to open a clean, family-oriented establishment to add dining options on the far east side.

Commissioner Peterson noted that the location had been closed for a long time and asked if it was located in a residential area. Mr. Armstrong noted the restaurant had been closed for roughly one to two years and described the area as mostly commercial now with some planned but not yet built residential development.

Commissioner Meister confirmed the requested hours of operation and that the applicants owned another business in the City. Mr. Armstrong confirmed the hours listed on the application were correct and noted the group currently owned Moose's Pub at 531 N. Main St.

Commissioner Meister stated that she was familiar with the proposed location, confirmed it was next to Casper Brewing, and noted that the building had been closed for some time. She commented that it would be nice to see something operating there again and confirmed that all staff that served alcohol would be BASSET Certified. Mr. Armstrong explained that all owners were already BASSET certified and noted that one of the three owners previously worked at Flinger's Pub, so he had additional experience. Commissioner Meister asked if the location had outdoor seating. Mr. Armstrong answered yes.

Commissioner Jordan asked what type of food would be served. Mr. Armstrong stated that it would be a pizza establishment.

Commissioner Bedeker asked if there would be live bands or music and noted the 2 A.M. closing time. Mr. Armstrong explained that they did not anticipate having live music on a consistent basis, but they completed the Amusement Tax Registration Form just in case. Commissioner Bedeker clarified that noise wasn't a major concern but wanted to put it on the record because the location was near the golf course and some nearby duplexes. He emphasized the importance of complying with any applicable noise ordinances in that area.

Mr. Boyle noted that when a proposed business was near residences and there were concerns, the Commission had the option to impose earlier closing times. He stressed that the condition wasn't required but suggested the Commissioners could consider time limits or ask additional questions about the applicant's plans if they were worried about neighborhood impacts. Mr. Armstrong stated that he did not think his clients would have a problem with a restriction, if needed.

Commissioner Meister recommended that no stipulation related to closing hours be placed.

Mr. Armstrong stated that if noise problems came up late at night, they were willing to talk with the City about it. He added that they filed the amusement tax paperwork so they could have

bands or charge covers if needed, but he did not expect live entertainment to be a major part of the business.

Asst. Police Chief Paul Williams asked Mr. Armstrong about the building's occupancy inside and outside. Mr. Armstrong stated that he did not have that information. Asst. Chief Williams explained that, from the Police's perspective, the site had a problematic history under prior owners who rented it out for parties that led to shots being fired and large fights and noted that the distance from the Police station would create longer response times. He asked whether the new operators planned to rent it out for private parties and whether there would be indoor or outdoor cameras. Mr. Armstrong confirmed there would be a security system and that the space would not be rented out for private parties.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:30 P.M.

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

**Commissioner Brady directed the clerk to call roll:**

**AYES:** Brady; Meister; Jordan; Peterson; Bedeker

**Motion carried.**

*The following Item was presented:*

Item 5.D. Public Hearing and Action on an Application from 531 N. Main Pub, LLC, d/b/a Moose's Pub, located at 531 N. Main St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:32 P.M.

David Armstrong, attorney for Jayst, Inc. (Applicant), after being sworn, addressed the Commission. Mr. Armstrong explained that in September of last year, the former owner of Jayst, Inc. sold stock to three new owners and that they initially planned to operate two locations, the 3805 Ballybunion Rd. location and the 531 N. Main St. location under one company, but one owner no longer wanted to be involved with the 531 N. Main location. He noted that as a result, they created a new entity, so the two locations could operate as separate businesses, though two of the same individuals would remain owners. He stated that all owners were BASSET certified and that there had been no issues since they took over. He explained that if approved, Jayst, Inc. would no longer be associated with the assumed name Moose's Pub, and instead, the name would remain at the 531 N. Main St. location under the Applicant entity. He stated that the assumed name had been active at the existing location since the stock transfer in August of 2025 and noted the previous assumed name for that location was Mulligan's.

Commissioner Jordan asked if there were cameras inside and outside the building. Mr. Armstrong noted there were cameras inside, but not outside. Commissioner Jordan recommended installing cameras outside as well due to the large number of bars in the area.

Commissioner Bedeker clarified that the application was only submitted because one business partner chose to leave the 531 N. Main operation and that if the original entity and ownership structure had stayed intact, there would have been no need for a new license application. Mr. Armstrong answered yes.



## Consent Agenda Item No. 8.Q.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 6

**Subject:** Consideration and Action on an Application from 531 N. Main Pub, LLC, located at 531 N. Main St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

### **Strategic Plan:**

**Goal 3.** Strong Neighborhoods

**Objective 3b.** Attraction of new targeted businesses that are the “right” fit for Bloomington

**Background:** 531 N. Main Pub, LLC (Applicant), to be located at 531 N. Main St., is requesting approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. Jayst, Inc., doing business as (d/b/a) Moose’s Pub, is the current liquor license holder at the location. Jayst, Inc. has three owners, one of which no longer wishes to be a part of Moose's Pub. The Applicant entity is owned by the other two current owner/operators of Jayst, Inc. applying to receive a liquor license for 531 N. Main Pub, LLC. The change of entity constitutes the need for a new license. If approved, Jayst, Inc. (current licensee) will surrender the d/b/a Moose's Pub, so that the Applicant entity can register it and the d/b/a can continue at the location.

After a Public Hearing on January 13, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on January 6, 2026, in *The Pantagraph*. 90 notices were mailed to properties adjacent to the applicant's property.

**Financial Impact:** The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

### **Attachments:**

1. CLK B Application\_Mooses Pub
2. CLK C Draft Liquor Commission Minutes 01/13/26\_Mooses Pub

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 01/13/26

**City Council Date** 02/09/26

<b>Acct. #</b>	TBD	<b>Billing Cycle</b>	Annual
<b>Legal Entity Name</b>	531 N. Main Pub, LLC	<b>DBA/Assumed Name</b>	Moose's Pub
<b>Ownership</b>	Bradley Finn, 50%; and Bill Montes De Oca, 50%	<b>Agents/Managers</b>	Owners Manage Establishment

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Ownership and Agent/Manager Information
- Explanation of Convictions
- Financial Statements
- Articles of Incorporation
- Computer Generated Site/Floor Plan
- Lease Agreement
  - Exp. 02/28/2028
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Bradley Finn, 50% Owner – *No Concerns Reported*
  - Bill Montes De Oca, 50% Owner – *No Concerns Reported*
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- B/N AMST Tax Registration Form Submitted
- Review of Items/Amounts Past Due to the City of Bloomington Complete – *No Concerns Reported*

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance & \$2,000 Bond

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



## Liquor License Application

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

<b>Legal Entity Name (Corporate/LLC Name)</b>	531 N. Main Pub, LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Moose's Pub
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	531 N. Main Pub, St. Bloomington, Illinois 61701
<b>Legal Entity Phone Number</b>	309-287-8340
<b>Legal Entity Email Address</b>	montes2899@yahoo.com
<b>Establishment Address including Zip</b>	531 N. Main St., Bloomington, Illinois 61701
<b>Establishment Phone Number</b>	309-287-8340
<b>Establishment Email Address</b>	montes2899@yahoo.com
<b>*Email Address for ALL City Communications:</b>	montes2899@yahoo.com

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

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Bill Montes De Oca	Bloomington	IL	61701
Phone Number	Email Address		
309-287-8340	montes2899@yahoo.com		

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

Name (First & Last)	City	State	Zip
David G Armstrong	BLOOMINGTON	IL	61704
Phone Number	Email Address		
██████████	██████████		

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

Name (First & Last)	City	State	Zip
Bill Montes De Oca	Bloomington	IL	61701
Phone Number	Email Address		
309-287-8340	montes2899@yahoo.com		

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

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
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	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

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

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

**Status of Business Information:**

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

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="radio"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="radio"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input checked="" type="radio"/> Yes	<input type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input type="checkbox"/> Yes	<input checked="" type="radio"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input type="checkbox"/> Yes	<input checked="" type="radio"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="radio"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="radio"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TA
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: \_\_\_\_\_  
Two of the owners are currently operating the establishment and formed a new entity without the third owner.
- If approved, how would the liquor license benefit the City and its residents? \_\_\_\_\_  
Provide a quality establishment for the community.
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_  
Yes, small local bands may play occasionally.
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* \_\_\_\_\_
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	3:00 pm	1:00 am
Tuesday:	3:00 pm	1:00 am
Wednesday:	3:00 pm	1:00 am
Thursday:	3:00 pm	1:00 am
Friday:	3:00	2:00 am
Saturday:	3:00 pm	2:00 am
Sunday:	3:00 pm	12:00 am

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Commercial business and some residential apartment
  - If there are office or commercial buildings nearby, approximately what are their hours of operation? There are some offices which are open during the day but will close shortly after the bar opens.
  - Is the area predominately residential, are they single or multi-family homes? There are some apartments nearby
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Main Street
- How much additional traffic is expected to be generated with a liquor license? None
- Describe any and all on- and off-street parking: Some on street parking and city owned parking deck.
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 7

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
 4A If yes, please explain: Yes, two of the members hold a liquor license for this establishment through another entity. \_\_\_\_\_
5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:

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**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

*Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.*

**I, the undersigned, swear or affirm that:**

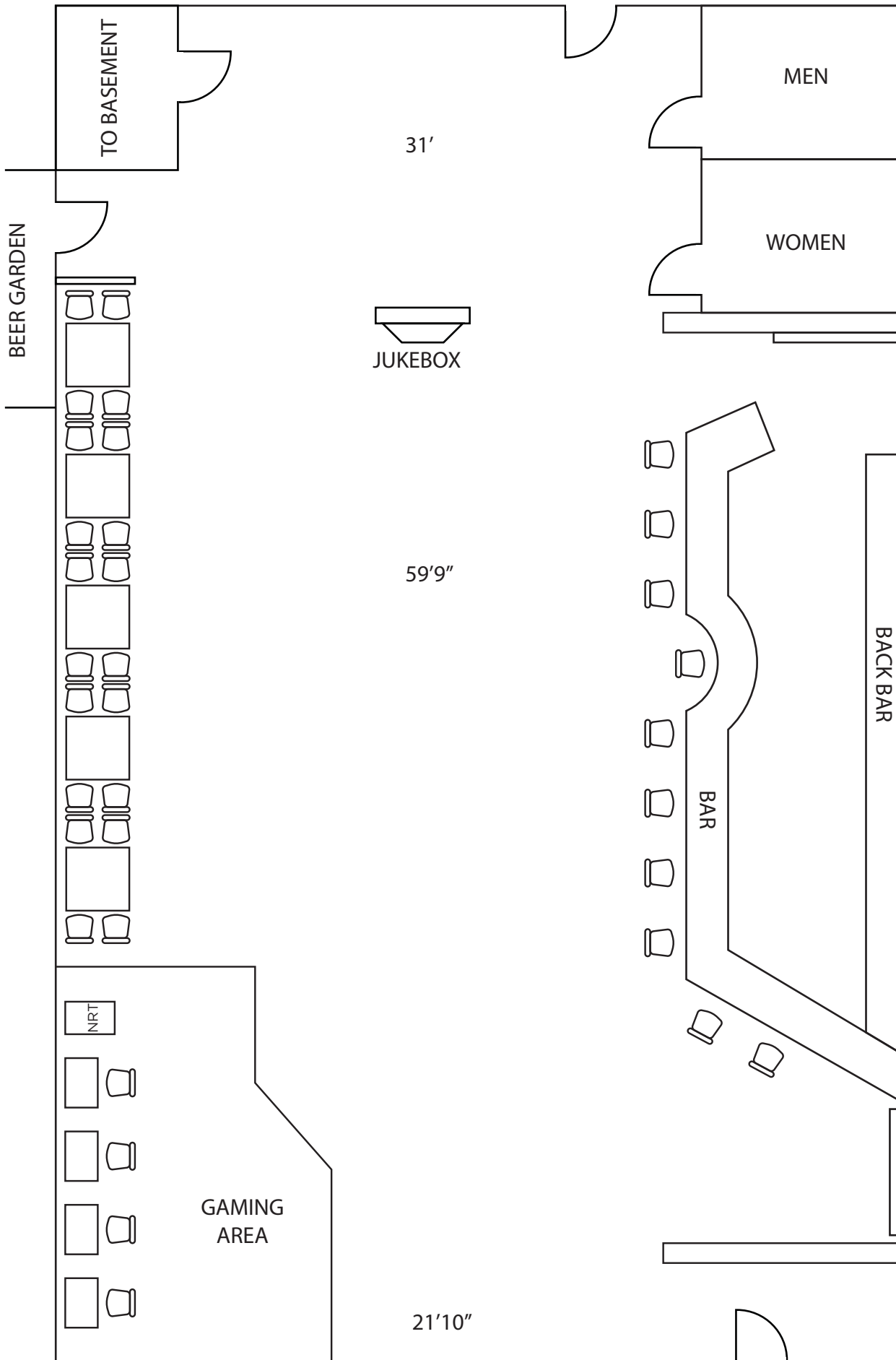
1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Bill Montes De Oca

Member

\_\_\_\_\_  
 Name (Please Print)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 11/13/2025  
 \_\_\_\_\_  
 Date



*The following Item was presented:*

Item 5.D. Public Hearing and Action on an Application from 531 N. Main Pub, LLC, d/b/a Moose's Pub, located at 531 N. Main St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:32 P.M.

David Armstrong, attorney for Jayst, Inc. (Applicant), after being sworn, addressed the Commission. Mr. Armstrong explained that in September of last year, the former owner of Jayst, Inc. sold stock to three new owners and that they initially planned to operate two locations, the 3805 Ballybunion Rd. location and the 531 N. Main St. location under one company, but one owner no longer wanted to be involved with the 531 N. Main location. He noted that as a result, they created a new entity, so the two locations could operate as separate businesses, though two of the same individuals would remain owners. He stated that all owners were BASSET certified and that there had been no issues since they took over. He explained that if approved, Jayst, Inc. would no longer be associated with the assumed name Moose's Pub, and instead, the name would remain at the 531 N. Main St. location under the Applicant entity. He stated that the assumed name had been active at the existing location since the stock transfer in August of 2025 and noted the previous assumed name for that location was Mulligan's.

Commissioner Jordan asked if there were cameras inside and outside the building. Mr. Armstrong noted there were cameras inside, but not outside. Commissioner Jordan recommended installing cameras outside as well due to the large number of bars in the area.

Commissioner Bedeker clarified that the application was only submitted because one business partner chose to leave the 531 N. Main operation and that if the original entity and ownership structure had stayed intact, there would have been no need for a new license application. Mr. Armstrong answered yes.

Leslie Yocum, City Clerk, clarified that from a City Code standpoint, the change counts as the creation of a new liquor license because the legal entity was changing, rather than being treated as a change of ownership of an existing license.

Mr. Boyle asked when the change in ownership occurred and whether the new entity had already taken over operations at 531 N. Main St. Mr. Armstrong clarified that Moose's was still owned and operated by Jayst, Inc., and that a new lease for the premises would only take effect once the new liquor license for 531 North Main Pub, LLC was issued.

Police reported no concerns.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:37 P.M.

**Commissioner Meister made a motion, seconded by Commissioner Bedeker, to positively recommend the Item to Council.**

**Commissioner Brady directed the clerk to call roll:**

**AYES:** Brady; Meister; Jordan; Peterson; Bedeker

**Motion carried.**



## Consent Agenda Item No. 8.R.

**For City Council:** February 9, 2026

**Ward Impacted:** Ward 5

**Subject:** Consideration and Action on an Application from GJAMN, LLC, d/b/a Bandana's BBQ, located at 305 N. Veteran's Pkwy, Ste. 107, Requesting Approval of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**Recommended Motion:** The proposed Application be approved.

**Strategic Plan:**

**Goal 3.** Strong Neighborhoods

**Objective 3b.** Attraction of new targeted businesses that are the "right" fit for Bloomington

**Background:** GJAMN, LLC (Applicant), located at 305 N. Veteran's Pkwy, Suite 107, is requesting approval of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. The business was previously located at 502 IAA Dr. where it operated for several years before relocating to the N. Veteran's location. It now seeks to obtain a liquor license for its new premises.

After a Public Hearing on January 13, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

**Community Groups/Interested Persons Contacted:** In accordance with the City Code, a public notice was published on January 6, 2026, in *The Pantagraph*. 72 notices were mailed to properties within 500 ft. of the applicant's property.

**Financial Impact:** The current annual license fee for a Class RBS Liquor License is \$1,500 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**Attachments:**

1. CLK B Application\_Bandanas BBQ
2. CLK C Draft Liquor Commission Minutes 01/13/26\_Bandanas BBQ

**CITY CLERK DEPARTMENT**  
*City Council Item Verification Memo*



**Liquor Commission Date** 01/13/26

**City Council Date** 02/09/26

**Acct. #** | 11271  
**Legal Entity Name** | GJAMN LLC  
**Ownership** | Anthony Barnes, 100%

**Billing Cycle** | Semi-Annual  
**DBA/Assumed Name** | Bandana's BBQ  
**Agents/Managers** | Owner Manages Establishment

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

**Documents & Review Details**

Included with Submission:

- Completed Application
- Ownership and Agent/Manager Information
- Financial Statement
- Certificate of Liquor Liability Insurance & \$2,000 Bond
- Articles of Organization
- Computer Generated Site/Floor Plan
- Lease Agreement
  - Exp. 10/31/2035
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Anthony Barnes, 100% Owner – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration on File
- Review of Items/Amounts Past Due to the City of Bloomington Complete – *No Concerns to Report*

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals

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



## Liquor License Application

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

<b>Legal Entity Name (Corporate/LLC Name)</b>	GJAMN LLC
<b>Doing Business As (DBA) OR Establishment Name</b> <i>(Assumed names must be registered with the State of Illinois)</i>	Bandanas BBQ
<b>Legal Entity Address</b> <i>(including City, State, and Zip)</i>	305 N. Veterans Parkway, Suite 107, Bloomington Il 61704
<b>Legal Entity Phone Number</b>	3096627427
<b>Legal Entity Email Address</b>	bloomington509@bandanasbbq.com
<b>Establishment Address including Zip</b>	305 N. Veterans Prkwy Suite 107, Bloomington, il 61704
<b>Establishment Phone Number</b>	3096627427
<b>Establishment Email Address</b>	bloomington509@bandanasbbq.com
<b>*Email Address for <u>ALL</u> City Communications:</b>	Bloomington509@bandanasbbq.com

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

### BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

**Primary Contact:**

Name (First & Last)	City	State	Zip
Anthony Barnes	Bloomington	Il	61704
Phone Number	Email Address		
██████████	████████████████████		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

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

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

**Status of Business Information:**

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

<input type="checkbox"/> <b>Sole Proprietorship</b> <input checked="" type="checkbox"/> <b>Limited Liability Company (LLC)</b> <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> <b>Partnership</b> (Date of Formation: _____) <input type="checkbox"/> <b>Corporation</b> (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
--	---
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* \_\_\_\_\_  
 No  
 N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:
 

<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are 21 years of age or older.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are citizens of the United States.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 

2A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Is the General Manager a resident of McLean County?
- Yes  No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes  No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5.  Yes  No 5A  Yes  No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- Yes  No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* \_\_\_\_\_

**Nature of License:**

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RB
- Yes  No Will the establishment offer Sunday Sales?
- Yes  No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes  No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: Beverages while eating a meal
- If approved, how would the liquor license benefit the City and its residents? Tax revenue and enjoyment while dining
- Yes  No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* \_\_\_\_\_
- Yes  No Will the proposed or current establishment sell food?
- Yes  No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* \_\_\_\_\_
- If approved, what license renewal billing cycle would be preferred?  Annual  Semi-Annual

**Impact of Establishment:**

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11	9
Tuesday:	11	9
Wednesday:	11	9
Thursday:	11	9
Friday:	11	9
Saturday:	11	9
Sunday:	11	9

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Commercial shops and restaurants
  - If there are office or commercial buildings nearby, approximately what are their hours of operation? Na - 11 am - 9 pm daily
  - Is the area predominately residential, are they single or multi-family homes? Na
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) All 2 way streets w multiple lanes
- How much additional traffic is expected to be generated with a liquor license? No e
- Describe any and all on- and off-street parking: All parking lots
- How many establishments with liquor licenses are located within 500 ft. of the establishment? -0- 2



**Responsibility:**

- 1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
- 2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
- 3.  Yes  No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
- 4.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?  
4A If yes, please explain: 502 IAA Drive, Bloomington
- 5.  Yes  No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* \_\_\_\_\_
- 6.  Yes  No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* \_\_\_\_\_
- 7.  Yes  No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* \_\_\_\_\_
- 8.  Yes  No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* \_\_\_\_\_

Please provide any additional information significant to this application:  
16 years at prior location, now jut relocating same business

**Additional License Interests:**

Are any of the below additional licenses of interest to the establishment?

- Yes  No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes  No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- Yes  No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes  No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes  No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Anthony Barnes

Owner

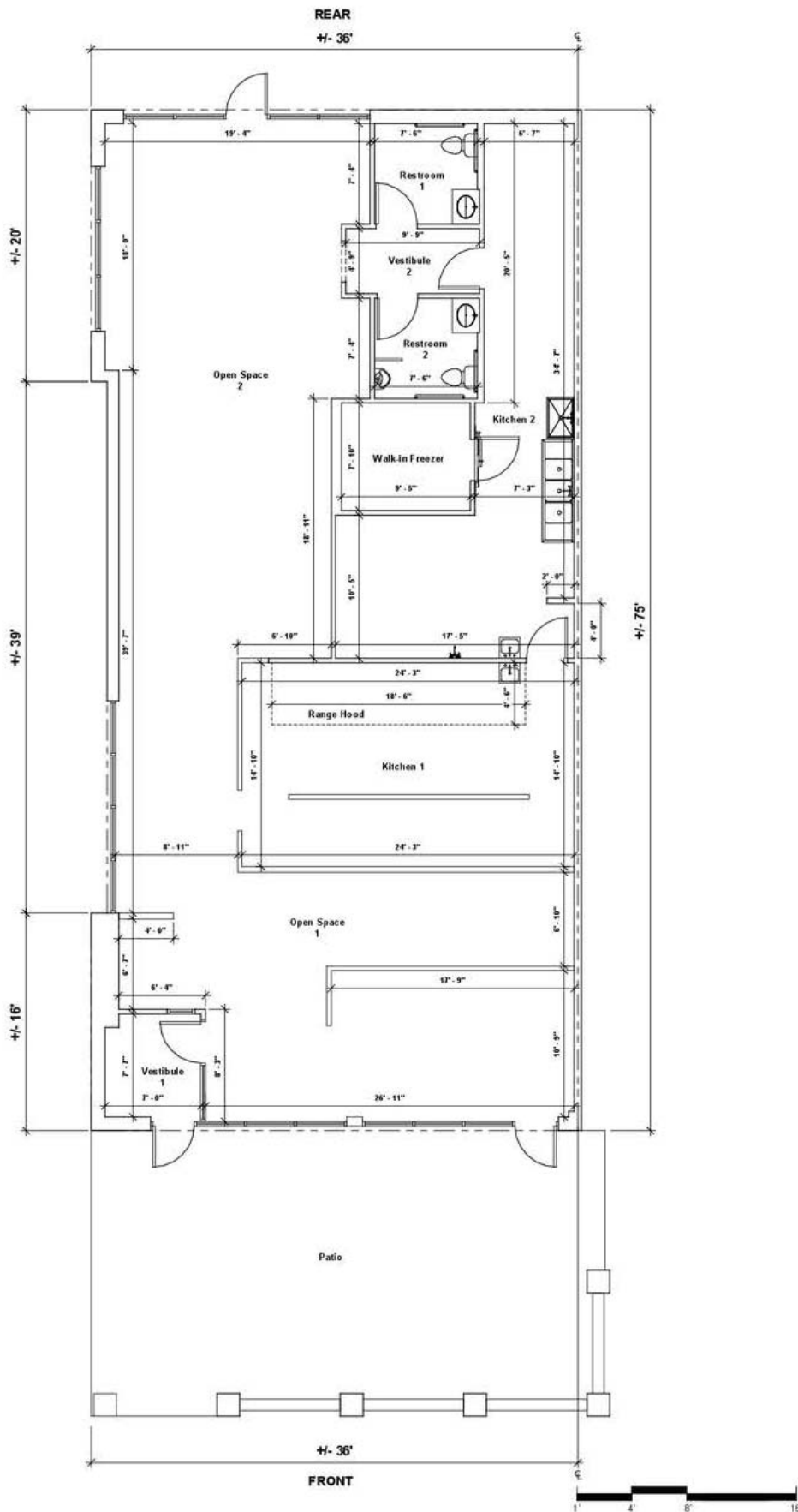
Name (Please Print)

Title



December 4, 2025

Date



## Shops on Veterans



MID-AMERICA REAL ESTATE CORP.

One Parkview Plaza  
9th Floor Oakbrook Terrace,  
Illinois 60181

**Unit # 107**  
**Ground Floor**  
**+/- 2,600 SF**

Square footage shown was measured on-site and adheres to BOMA standards.

**Width**  
**+/- 36'**

**Depth**  
**+/- 75'**

Revisions

Floor Plan

Prepared 06/24/2025

Unit # 107

Plans Produced by:  
**ID PLANS**

4300 West Cypress Street, Suite 160,  
Tampa, Florida 33607  
Phone: (866) 657-2545  
idplans.com

**ID PLANS**

© 2025

Floor plan is for general use and purposes only. ID Plans does not guarantee the accuracy or validity of provided information. Measurements are not intended to be architecturally valid for construction purposes or accepted as replacement for document, drawings, or media intended or claiming to be structurally accurate, such as blueprints. The property owner has and reserves the right and the possibility to verify, change or alter the provided information at any time for any reason.

*The following Item was presented:*

Item 5.A. Public Hearing and Action on an Application from GJAMN, LLC, d/b/a Bandana's BBQ, located at 305 N. Veteran's Pkwy, Ste. 107, Requesting Approval of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:04 P.M.

Anthony Barnes, Owner of GJAMN, LLC (Applicant), after being sworn, addressed the Commission.

Commissioner Jordan asked if the business would be located in the old Meatheads location on Veteran's Parkway. Mr. Barnes answered yes and explained that the building they had been operating in was sold to a developer about two years ago and as a result of that sale, they received notice last spring that they had to vacate the property by a specific deadline.

Asst. Corporation Counsel George Boyle asked if there were any expected changes to business operations in the new location. Mr. Barnes stated there would be no operational changes. Mr. Boyle noted that Legal had no issues with the business.

Commissioner Brady asked when the business anticipated opening at the new location. Mr. Barnes explained that the business opened there on November 14, 2025, and that their main focus was serving food through the holidays with the attention to liquor coming later

Staff had no concerns.

Commissioner Brady asked if there was anyone in the audience present to speak for or against the Item. No one came forward.

Commissioner Brady closed the Public Hearing at 4:07 P.M.

**Commissioner Meister made a motion, seconded by Commissioner Peterson, to positively recommend the Item to Council as presented.**

**Commissioner Brady directed the Clerk to call roll:**

**AYES:** Brady; Meister; Jordan; Peterson; Bedeker

**Motion carried.**

*The following Item was presented:*

Item 5.B. Public Hearing and Action on an Application from SB Group 1, LLC, located at 1802 W. Market St., Requesting Approval of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, Package, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:09 P.M.

Bhumika Chaudhari, Owner of SB Group 1, LLC (Applicant); and Sweeti Patel, Representative of the Applicant and Lessor of the Applicant Property, after being sworn, addressed the Commission.

Asst. Corporation Counsel George Boyle explained that a company had purchased four former Freedom Oil locations, and the current Applicant was leasing one of those sites.



## Regular Agenda Item No. 9.A.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Approving the Fiscal Year 2027 John M. Scott Health Care Trust Category I and Category II Grant awards and Programmatic Agreements, in the Amount of \$907,055.41, as requested by the Community Impact & Enhancement Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** (City decisions consistent with plans and policies)

**Background:** The John M. Scott Health Care Commission ("Commission") is pleased to provide the following Category II grant funding recommendations and information for Fiscal Year ("FY") 2027. The Commission oversees a grant program focused on funding health care-related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle, while Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The FY 2027 Trust Grant Program's Request for Proposals ("RFP") for Category II grant funding was released in September 2025 with applications accepted through October 2025. Marketing for this grant opportunity was conducted through various methods. A community meeting for the FY 2027 grant cycle was held on September 9, 2025, to provide an overview of the FY 2026 RFP and answer questions from potential applicants. Overall, there were 20 Category II applications requesting a total of \$822,485.09 received by the submission deadline.

Of the aggregate funding request, \$72,443.16 for Category II-Capital projects, and \$750,041.93 was requested for Category II-Program projects. There were two Category II-Capital requests, and 18 Category II-Program requests for FY 2027. Of those applicants that applied, the Commission saw the new organizations apply for funds in this RFP grant cycle.

Before the John M. Scott Health Care Commission Grants Committee ("Grants Committee") held meetings to evaluate the FY 2027 applications, each application was scored by a combination of Commission Members, Ad Hoc Commission Committee Members, and community members with a relevant background (i.e., grant management, construction, healthcare, social services, etc.). All applications were scored based on a standardized scoring

criterion that was made available to applicants with the launch of the RFP. The Grants Committee voted to approve the FY 2027 funding recommendations on December 9, 2025. The full John M. Scott Health Care Commission voted to approve the funding recommendations on December 16, 2025. Applicants, funded or not funded in FY 2027, will receive feedback from the Commission on their application to help organizations improve their applications for future submission.

The Commission is recommending that the City Council, as the Trustee, approve \$907,055.41 in funding for Category I and Category II Grants for FY 2027. The full slate of FY 2027 award recommendations is shown below.

<b>Category</b>	<b>Applicant</b>	<b>Request</b>	<b>FY2027 Funding</b>
Category I	Community Health Care Clinic (10766)	General Operating	\$125,000.00 (per fiscal year ending FY2028)
Category I	McLean County Center for Human Services (10789)	General Operating	\$125,000.00 (per fiscal year ending FY2028)
<b>Category II-Capital</b>	<b>Applicant</b>	<b>Request</b>	<b>FY2027 Funding</b>
Category II-Capital	Lifelong Access (10941)	ADA Bathroom Remodel for Supportive Housing	\$20,000.00
Category II-Capital	Community Health Care Clinic (10950)	Dental Clinic Equipment	\$52,443.16
<b>Category II-Program</b>	<b>Applicant</b>	<b>Request</b>	<b>FY2027 Funding</b>
Category II-Program	OSF (10933)	Peace Meals Senior Nutrition Program	\$50,000.00
Category II-Program	Bloomington-Normal YMCA (10934)	Healthy Kids Program	\$15,000.00
Category II-Program	Faith In Action (10935)	Senior Transportation and Services	\$25,000.00
Category II-Program	Home Sweet Home Ministries (10936)	The Bridge Operations	\$75,000.00
Category II-Program	One Hope Project (10939)	Eating Disorder Program	\$70,000.00
Category II-Program	Lifelong Access (10940)	Wellness for All Program	\$20,000.00
Category II-Program	Brightpoint (10942)	Crisis Nursery Overnight expansion	\$55,112.25
Category II-Program	West Bloomington Revitalization Project (10944)	Westside Rides	\$35,000.00
Category II-Program	Project Oz (10946)	Transitional Housing	\$24,000.00
Category II-Program	Living Well United (10955)	Rural McLean County Senior Services	\$20,000.00
Category II-Program	The Center for Youth and Family Solutions	Behavioral Services Support Program	\$32,000.00

Category II-Program	(10957) Community Health Care Clinic (10968)	Free Medication for Uninsured	\$25,000.00
Category II-Program	God's Mission Ministry (10970)	Homeless Outreach Program	\$36,500.00
Category II-Program	INtegrItty Counseling, Inc. (10972)	Counseling Program and Education	\$35,000.00
Category II-Program	West Bloomington Revitalization Project (10973)	Healthy Eating Program	\$37,000.00
Category II-Program	YouthBuild McLean County (10974)	Youth Mental Health Services	\$30,000.00
<b><i>FY2027 Funding Recommendation</i></b>			<b><i>\$907,055.41</i></b>

The Category II Grant recommendations within the resolution represent 65.4% of the Trust's proposed FY 2027 budget. The remaining amount covers administrative costs for City staff and the program, along with award Category I Grants (\$250,000) and Category III Grants (est. \$48,000). A continued priority for the Commission has been to ensure as much grant funding is available as possible while providing adequate financial support for City staff and other administrative functions.

This funding recommendation represents an incredible investment in our community members and a continued testament to the legacy of Judge John M. Scott's vision for a more equitable community.

**Community Groups/Interested Persons Contacted:** Marketing for this grant funding opportunity was conducted through social media communication, information available on the City's website, word of mouth outreach from Commission members, and email communications.

**Financial Impact:** The award of FY 2027 Trust grants has no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related program costs, including the reimbursement of time spent by Community Impact & Enhancement Department staff. If approved, the FY 2027 Category I grant awards, totaling \$250,000, will be paid from the John M. Scott Health Care Trust Grant Program account 72102100-79130-59100, and the FY 2027 Category II grant awards, totaling \$657,055.41, will be paid from the John M. Scott Health Care Trust Grant Program account 72102100-79130-59000 (JMS Grants). These funds are included in the FY 2027 John M. Scott Health Care Trust Proposed Budget.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING THE FISCAL YEAR 2027 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY I AND CATEGORY II GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$907,055.41**

**WHEREAS**, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

**WHEREAS**, in 2018, the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified recipients; and

**WHEREAS**, the John M. Scott Health Care Commission (“Commission”) reviewed various grant applications and proposals for distribution in Fiscal Year 2027 and is recommending that the Trustee award the grants set forth in this resolution.

**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. Grant Awards.** The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants to be made in FY 2027:

**Category I:** Community Health Care Clinic (\$125,000 per fiscal year ending in fiscal year 2028), and the McLean County Center for Human Services (\$125,000 per fiscal year ending in fiscal year 2028).

**Category II:** Lifelong Access-Capital Request (\$20,000), Community Health Care Clinic-Capital Request (\$52,443.16), OSF HealthCare System (\$50,000), Bloomington-Normal YMCA (\$15,000), Faith In Action (\$25,000), Home Sweet Home Ministries (\$75,000), One Hope Project (\$70,000), Lifelong Access (\$20,000), Brightpoint (\$55,112.25), West Bloomington Revitalization Project-10944 (\$35,000), Project Oz (\$24,000), Living Well United (\$20,000), The Center for Youth and Family Solutions (\$32,000), Community Health Care Clinic (\$25,000), God’s Mission Ministry (\$36,500), INtegrItty Counseling (\$35,000), West Bloomington Revitalization Project-10973 (\$37,000), and Youth Build McLean County (\$30,000).

**Section 3. Programmatic Agreements.** The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each Grant.

**Section 4. Effectiveness.** This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

**PASSED** this 9th day of February 2026

**APPROVED** this \_\_\_\_ day of February 2026

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



## Regular Agenda Item No. 9.B.

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirement; and (2) Approving a Three-Year Agreement with Backflow Solutions, Inc. (BSI Online), to Provide Implementation and Hosting Services for the City's Cross-Connection Program, in an Amount Not to Exceed \$156,030, with an Approximate \$120,000/Year Revenue Offset, as requested by the Development Services 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

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

**Objective 2b.** Quality water for the long term

**Background:** The Water Department and the Development Services Department are recommending the approval of an agreement with Backflow Solutions, Inc. ("BSI Online"), to manage the City's Cross Connection Program for the enhanced efficiency of an online, cloud-based Backflow Program Management Services for a three-year term.

The Illinois EPA (Title 35, Section 604.1505) requires that community water supplies maintain an active cross-connection control program. Cross-connections are actual or potential connections between a potable water supply and a non-potable water plumbing. Backflow is the unintended reversal of water flow through a cross-connection, which can result in a potentially serious public health hazard. A cross-connection control and backflow prevention program helps prevent contaminants from entering a drinking water distribution system.

The current City program focuses on commercial properties, due to the greater potential risk, and relies upon residential users to register their own device with the appropriate agency. For the City to expand the current program to achieve full compliance, the City would need to upgrade software and add a minimum of two full-time staff members devoted to this program. BSI Online is a third-party alternative that administers the program for 1,000+ water systems, with 170+ of those in Illinois.

Currently, the City charges \$40 per commercial backflow device and \$60 per account every two years for an equivalent of \$70 annually (\$40 + \$60/2). By contracting with BSI Online, the commercial charge would be raised to \$65 per device, but the surveying schedule would be increased to every three years. For commercial accounts, the overall total cost for compliance with the program will decrease. For residential accounts, which are not currently managed, those with testable devices will pay a registered tester (of their choice) but the City will absorb the traditional \$16.95 base fee. Of the 3,700 residential accounts with a no-sewer charge

meter (an indication of a possible cross-connection device), industry standards indicate no more than 1,000 residential customers may have a testable device that would need to submit tests annually.

The tri-annual survey would be conducted once under this three-year contract at an estimated cost of \$148,545 (29,709 current total accounts at \$5 per account). There is also a \$4,500 one time set-up fee and three years of the annual subscription fee of \$995 per year.

Staff feel that BSI Online will allow the City to meet the Illinois EPA mandate, improve public service, and meet the City's long-term operational needs all in the best interest of the City. Unsolicited feedback from contractors who currently work with BSI Online has been very positive. This proposal will bring the City into compliance and reduce the financial burden to many commercial customers.

**Community Groups/Interested Persons Contacted:** N/A

**Financial Impact:** If approved, the City will enter into an agreement with Backflow Solutions, Inc. (BSI Online), for an amount not to exceed \$156,030. However, annual revenue from the program is anticipated to be approximately \$120,000. This agreement will be paid from the Building Safety-Other Purchased Services account (10015410-70690). The \$156,030 is not included in the FY 2026 Budget. If necessary, at year's end, a budget amendment would be brought to City Council for consideration. Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 256.

**Attachments:**

1. Resolution
2. Resolution Exhibit A - Agreement
3. BSI Information
4. Bloomington Presentation - BSI Online 11.07.25

**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENT; AND (2) APPROVING A THREE-YEAR AGREEMENT WITH BACKFLOW SOLUTIONS, INC. (BSI ONLINE), TO PROVIDE IMPLEMENTATION AND HOSTING SERVICES FOR THE CITY'S CROSS-CONNECTION PROGRAM, IN AN AMOUNT NOT TO EXCEED \$156,030, WITH AN APPROXIMATE \$120,000/YEAR REVENUE OFFSET**

**WHEREAS**, the City of Bloomington Water Department holds a license as an Illinois Public Water System (BLOOMINGTON, No. IL113200); and

**WHEREAS**, Illinois EPA (Title 35, Section 604.1505) requires that community water suppliers maintain an active Cross-Connection Control Program ("PROGRAM") to help avoid potentially serious public health hazards; and

**WHEREAS**, the Development Services Department has been implementing the PROGRAM for Commercial properties, but full compliance with the law requires review of residential properties as well; and

**WHEREAS**, the implementation of a residential PROGRAM would require the addition of full-time staff and additional software resources; and

**WHEREAS**, Backflow Solutions, Inc. ("BSI ONLINE") provided a purchase price of \$156,030 for a three-year Premium Subscription Agreement, attached as Exhibit A ("AGREEMENT"), that has an expected income return to the City of \$120,000 from associated testing fees; and

**WHEREAS**, entering into the AGREEMENT with BSI ONLINE is a method of managing the existing PROGRAM and the required expansion, that is both legally sufficient and more cost-effective than retaining the work in-house; and

**WHEREAS**, BSI ONLINE is the only US patented solution, and includes 100% in-house and onshore stakeholder and customer support; and

**WHEREAS**; BSI ONLINE has 30 years of experience working in 40 states and provinces, including managing cross-connect programs for more than 170 water systems in Illinois; and

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that the AGREEMENT be approved; and

**WHEREAS**, the City Council finds it in the best interest of the City to waive the formal bidding requirements and 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.** That the formal bidding requirements are waived.

**SECTION 3.** The City Manager, or designated representatives, are authorized to execute the AGREEMENT (Exhibit A) with BSI ONLINE, and any other documents necessary to complete the transaction and implement BSI ONLINE's management of the PROGRAM.

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**EXHIBIT A**

## SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between **Backflow Solutions, Inc. (BSI Online)**, an Illinois corporation ("BSI") and **the City of Bloomington, Illinois** (the "Water Purveyor"). BSI and the Water Purveyor hereby enter into an online agreement whereby BSI will perform certain notification and data management functions on behalf of the Water Purveyor. The Water Purveyor will provide BSI with the information described hereafter and require all companies performing backflow assembly tests within the Water Purveyor's jurisdiction to submit test results online to BSI Online.

### 1. **BSI RESPONSIBILITIES.**

- a. Maintain the secure online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to the backflow tests performed in the Water Purveyor's jurisdiction.
- b. BSI to send notifications annually to the Water Purveyor's identified customers who have a backflow assembly due for testing. The number of notifications sent will align with the Program Package chosen by the Water Purveyor.
- c. BSI to assist with backflow-related customer support to the Water Purveyor, their customers, and the local backflow testing community. All support is provided virtually via phone or email.
- d. BSI to provide the Water Purveyor with reports, access to data, and an unlimited number of users.

### 2. **WATER PURVEYOR RESPONSIBILITIES.**

- a. Provide BSI with the most current backflow assembly test records in CSV, XLS, or XLXS format.
- b. Provide BSI with a point of contact for program questions, comments, and/or concerns while contracted with BSI.
- c. Should enforcement efforts be necessary, this is the sole responsibility of the Water Purveyor.
- d. To facilitate the payment process, please provide BSI with a point of contact for future invoices.

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

### 3. **PACKAGE OPTIONS FOR ANNUAL BACKFLOW TRACKING.**

- a. **The Water Purveyor shall choose the preferred Program Package from the below three (3) options.** This choice relates directly to BSI Responsibilities in 1b above. Any future alterations to BSI's Program Package or the Water Purveyor's choice of Program Package shall be subject to an Amendment to this Agreement.
- b. The cost of mailing materials, postage, and labor are built into the pricing below, unless otherwise noted in the Cost clause of this Agreement.
- c. **TIER 1: STANDARD PACKAGE**
  - i. BSI to send up to two (2) notifications, Test Due Notice and Overdue Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database.
  - ii. BSI charges the Water Purveyor **\$495 annually**. Testers shall pay BSI a data entry charge of **\$15.95 per test report submission**.
- d. **TIER 2: PREMIUM PACKAGE**
  - i. BSI to send up to three (3) notifications, Test Due Notice, Overdue Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.
  - ii. BSI charges the Water Purveyor **\$995 annually**. Testers shall pay BSI a data entry charge of **\$16.95 per test report submission**.



e. **TIER 3: ELITE PACKAGE**

- i. BSI to send up to four (4) notifications, Test Due Notice, Overdue Notice, Final Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Final Notice will be sent at a time frame determined by the Water Purveyor and will typically have language congruent with the Water Purveyor's ordinance, bylaw, or local code. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.
- ii. BSI charges the Water Purveyor **\$1,995 annually**. Testers shall pay BSI a data entry charge of **\$18.95 per test report submission**.

4. **COST AND ADDITIONAL SERVICES (IF APPLICABLE).**

- a. **ANNUAL BACKFLOW TRACKING.** Water Purveyor opts for Program Package: Premium Package. BSI to charge Water Purveyor \$995.00 annually.
  - i. **COMMERCIAL INDUCEMENT.** Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the **data entry charge of \$16.95 per report** (the "Filing Fee") shall be **paid by the tester** prior to uploading the test data to the online database.
  - ii. **RESIDENTIAL INDUCEMENT.** Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the **data entry charge of \$16.95 per report** (the "Filing Fee") shall be **paid by the Water Purveyor**. BSI to invoice the Water Purveyor monthly or quarterly.
  - iii. **IMPLEMENTATION.** BSI to charge Water Purveyor a one-time implementation fee of \$3,500.00.
  - iv. **OPTIONAL REBATE PROGRAM.** If the Water Purveyor should add additional funds to BSI's Filing Fee, BSI will charge a 5% processing fee to the rebate amount.
    - 1. Total filing fee to be charged for commercial inducement is \$ \_\_\_\_\_ **per report**.
  - v. **CUSTOM REQUESTS.** Any changes or requests that differ from BSI's established scope of work on the following page(s) or the request for additional services will be subject to additional fees.
- b. **FULL TURNKEY MAIL SURVEY.** BSI will establish a custom URL and web form on our website for electronic survey submission. BSI is responsible for printing, mailing, and cataloging all results. Customers receive one (1) postcard with instructions for electronic survey submission. Electronic responses will be submitted via custom URL to BSI. Comprehensive report sent to Water Purveyor upon completion. BSI to charge Water Purveyor \$5.00 per address and a one-time implementation fee of \$500.00.

5. **PRIVACY.**

- a. BSI gathers data from the Water Purveyor to assist in the management of the backflow program. BSI will make no use of any personal information provided for any purpose other than the carrying out of its duties. This restriction shall include the sale, assignment, transfer, or release of such information to any third party.
- b. **DATA OWNERSHIP.** All data, records, and information provided by the Water Purveyor or collected, stored, or processed by BSI on behalf of the Water Purveyor ("City Data") remain the exclusive property of the Water Purveyor. BSI shall have no ownership or proprietary interest in City Data.
- c. **USE AND DISCLOSURE.** BSI shall collect, access, use, process, store, and disclose City Data only as necessary to perform its obligations under this Agreement. BSI shall not use City Data for analytics, product development, marketing, or any other purpose not expressly authorized in writing by the Water Purveyor.
- d. **DATA SECURITY AND HOSTING.**
  - i. BSI shall implement and maintain administrative, technical, and physical safeguards designed to ensure the security, integrity, and confidentiality of City Data and to protect it from unauthorized access, disclosure, alteration, or destruction.
  - ii. If BSI uses a third-party service provider, including a cloud-hosting provider or email delivery service, to store, transmit, or process City Data, BSI shall ensure such provider maintains security and confidentiality protections that meet or exceed the standards required under this Agreement.



- iii. BSI shall ensure that any such third-party service provider is bound by a written agreement requiring compliance with applicable data protection laws and obligations no less stringent than those imposed on BSI herein.
  - e. **COMPLIANCE WITH LAW.** BSI shall comply with all applicable federal, state, and local laws and regulations governing data protection, privacy, and information security, including, without limitation, the Illinois Personal Information Protection Act (815 ILCS 530) and any successor legislation.
  - f. **BREACH NOTIFICATION.** In the event of any actual or suspected unauthorized access, acquisition, or disclosure of City Data (“Security Incident”), BSI shall notify the Water Purveyor’s designated contact in writing within 72 hours of discovery. The notice shall include, to the extent known:
    - A general description of the nature of the incident;
    - The categories of data affected;
    - The estimated number of individuals or records impacted; and
    - The corrective actions taken or proposed to mitigate the effects of the incident and prevent recurrence.
  - g. **SUBPROCESSORS.** BSI shall not subcontract or delegate any data-handling or processing activity involving City Data without the Water Purveyor’s prior written consent. Any approved subcontractor or subprocessor shall be bound by a written agreement imposing confidentiality and data protection obligations at least as protective as those in this Agreement.
  - h. **RETURN OR DESTRUCTION OF DATA.** Upon expiration or termination of this Agreement, or upon the Water Purveyor’s written request, BSI shall promptly return or securely destroy all City Data in its possession or control, including data held by third-party service providers, except as required by law to retain for audit or legal compliance purposes. Any retained data shall remain subject to the confidentiality and protection requirements of this Agreement.
  - i. **AUDIT RIGHTS.** The Water Purveyor, upon reasonable notice and during regular business hours, may review BSI’s data protection and security practices or request written certification of compliance with this Section.
6. **PERIOD OF SERVICE.**
- a. **TERM.** The Term of this Agreement shall be for one (3) year period from the Effective Date.
  - b. **TERMINATION.** If the Water Purveyor wishes to discontinue the services provided in this Agreement, BSI requires at least thirty (30) days written notice. No refund of amounts will be given for early termination unless Water Purveyor has paid amounts for services not used. In such a case, any prepaid amount shall be returned to Water Purveyor within 30 days of termination.
7. **INDEMNIFICATION.**
- a. **BSI INDEMNIFICATION.** BSI shall indemnify, defend, and hold harmless the City of Bloomington, Illinois (“Water Purveyor”), its officers, officials, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees and court costs) to the extent arising out of or resulting from:
    - i. Any negligent act, error, or omission, or willful misconduct of BSI, its officers, employees, agents, or subcontractors in connection with the performance of this Agreement;
    - ii. Any actual or alleged violation of applicable law, including data protection or privacy laws;
    - iii. Any Security Incident, data breach, or unauthorized use or disclosure of information maintained or processed by BSI or its third-party service providers on behalf of the Water Purveyor; or
    - iv. Any claim that the services, software, or materials provided by BSI infringe or misappropriate any patent, copyright, trademark, trade secret, or other proprietary right of a third party.
  - b. **EXCLUSIONS.** BSI shall not be responsible for claims, losses, or damages to the extent caused by the sole gross negligence or willful misconduct of the Water Purveyor, its employees, or agents.
  - c. **DEFENSE AND SETTLEMENT.** BSI shall, at its own expense, defend any claim, action, or proceeding brought against the Water Purveyor that is subject to indemnification under this Section. The Water Purveyor shall promptly notify BSI in writing of any such claim; provided, however, that failure to provide notice shall not relieve BSI of its obligations except to the extent BSI is materially prejudiced thereby. BSI shall not settle or compromise any claim in a manner that imposes any liability or obligation upon the Water Purveyor without the Water Purveyor’s prior written consent.
  - d. **SURVIVAL.** The obligations set forth in this Section shall survive the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**BACKFLOW SOLUTIONS, INC.,**

An Illinois corporation ("BSI")

By: Victoria Rodriguez

Name: Victoria Rodriguez

Title: Sales Representative

Date: 11/17/2025

Address:

12609 South Laramie Avenue

Alsip, Illinois 60803

**City of Bloomington, Illinois**

A body politic and corporate (the "Water Purveyor")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_



**Illinois Clients – March 3, 2025**

Addison	Hodgkins	Palos Heights
Antioch	Huntley	Pana
Aurora	Illinois American Water	Park Forest
Bedford Park	Indian Head Park	Phoenix
Beecher	Itasca	Plano
Bellwood	Joliet	Prospect Heights
Bethalto	Justice-Willow Springs Water Commission	Rantoul
Buffalo Grove	Kenilworth	River Forest
Burnham	La Grange Park	River Grove
Burr Ridge	Lake Villa	Riverdale
Calumet City	Lansing	Riverwoods
Calumet Park	Lemont	Robbins
Carol Stream	Leyden Township	Rock Island
Chatham	Liberty Utilities	Rockford
Chicago Ridge	Lincolnshire	Rockton
Coal City	Lincolnwood	Rolling Meadows
Colona	Lindenhurst	Rosemont
Country Club Hills	Lisle	Round Lake Beach
Countryside	Loves Park	Round Lake
Crestwood	Lynwood	Roxana
Crete	Markham	Schaumburg
Crystal Lake	Marshall	Schiller Park
Deerfield	Maryville	Shorewood
Des Plaines	Matteson	Silver Glen Estates (Town & Country Utilities)
Diamond	Mazon	Silvis
Dixmoor	Meadowbrook Public Water District	Skokie
Downers Grove	Melrose Park	South Elgin
East Moline	Midlothian	South Holland
Elmhurst	Mill Creek Water Reclamation District	South Palos Township Sanitary District
Elmwood Park	Minooka	Stickney
Evanston	Moline	Stone Park
Evergreen Park	Monee	Sugar Grove
Flossmoor	Monmouth	Summit
Ford Heights	Montgomery	Tinley Park
Forest Park	Morris	United City of Yorkville
Forest View	Morton Grove	Villa Park
Forsyth	Mount Prospect	Volo
Fox Lake	Mt Vernon	Wasco Sanitary District
Frankfort	Naperville	Wauconda
Franklin Park	New Lenox	Waukegan
Geneseo	Niles	West Chicago
Glen Carbon	Norridge	Western Springs
Glencoe	North Aurora	Westmont
Glendale Heights	North Chicago	Wheeling
Glenview	North Park Water	Willowbrook
Glenwood	Northbrook	Wilmette
Grayslake	Northfield	Wilmington
Gurnee	O'Fallon	Winfield
Hartford	Oak Brook	Winthrop Harbor
Harvey	Oak Lawn	Wood Dale
Harwood Heights	Orland Park	Wood River
Hazel Crest	Oswego	Woodridge
Hinsdale	Palatine	Worth



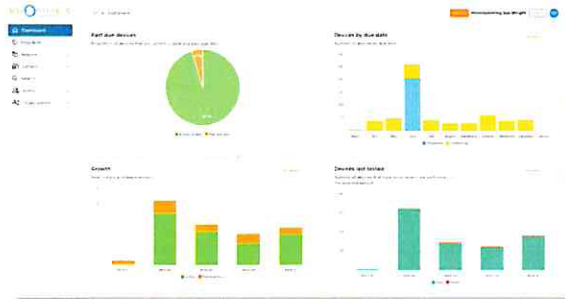
Standard	Premium	Elite
<p><b>\$495 / year</b></p> <p>Includes two (2) auto-generated notification letters</p> <p><b>\$15.95 / report paid by testers</b></p>	<p><b>\$995 / year</b></p> <p>Includes three (3) auto-generated notification letters</p> <p><b>\$16.95 / report paid by testers</b></p> <p>★ Most Popular ★</p>	<p><b>\$1,995 / year</b></p> <p>Includes four (4) auto-generated notification letters</p> <p><b>\$18.95 / report paid by testers</b></p>



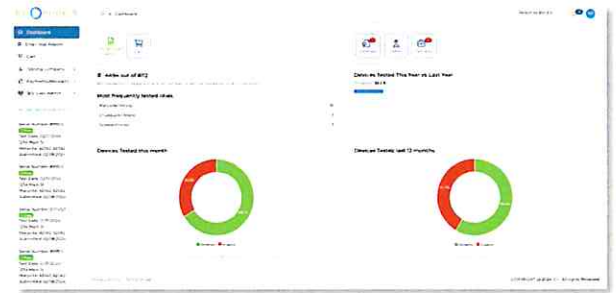
BSI Online utilizes Amazon Web Services (AWS) infrastructure, which delivers a scalable cloud computing platform with high availability and dependability. The IT infrastructure AWS provides to its customers is designed and managed in alignment with security best practices and security standards, including: SOC 1/SSAE 16/ ISAE 3402 (formerly SAS 70), SOC 2, SOC 3, FISMA, DIACAP, FedRAMP, DOD CSM Levels 1-5, PCI DSS Level 1, ISO 9001 / ISO 27001, ITAR, FIPS 140-2, and MTCS Level 3. BSI utilizes industry best practices in the development and maintenance of our solution. Including, but not limited to: SSL Encryption 2048 bit RSA keys with AES-256 bit encryption, SQL injection prevention, password hashing, and code review.



## Water Purveyor Dashboard



## Tester Dashboard



Real-time graphs and custom reporting



Interactive help desk



Unlimited users



Ability to edit/add/modify your data



Compliance tools in the UI



Analytical graphs and charts



Ability to upload copies of credentials



Submit media with test report



Forms are set up per State/Provincial standard per device type



Store payment information for fast entry/checkout

## Industry-Leading Service and Solution



Assistance with Data Entry



Automatic Notifications




Dedicated Account Manager

## Notes



# What is Backflow?

Backflow is the undesirable, reversal flow of water and possible undesirable substances from the non-potable source to the potable source.



# Where are backflow devices commonly found?

- *Commercial Properties*
- *Institutional Properties*
- *Industrial Properties*
- *Irrigation Systems*
  - *Fire Systems*

# Who can help me achieve compliance with EPA regulations?

**BSI Online provides full-service support for backflow data management and program administration.**

**30** years' experience

**IL** headquarters

**40** states & provinces

**75+** employees

**1,000+** water systems (**170+ in IL**)

**1,500,000+** assemblies managed



Meet Flowy!  
Your dedicated BSI compliance assistant.

# Backflow Rules and Regulations

## SUBPART O: CROSS CONNECTIONS

### Section 604.1500 Cross Connections

- a) No cross connection is allowed between water plant piping and any drain or sewer. Backflow prevention installed within the water treatment facility must comply with the Illinois Plumbing Code (77 Ill. Adm. Code 890).
- b) No cross connection is allowed whereby an unsafe substance may enter a community water supply.
- c) No cross connection is allowed between any portion of a community water supply distribution system and any other water supply that is not a community water supply.

### Section 604.1505 Cross Connection Control Program

- a) All community water supplies, including those that meet the criteria in Section 17(b) of the Act and any exempt community water supply as defined in Section 9.1 of the Public Water Supply Operations Act [415 ILCS 45], must have a cross connection control program to educate and inform water supply consumers regarding prevention of the entry of contaminants into the distribution system.
- b) The cross connection control program must include the following:
  - 1) For any new service connection, the community water supply must evaluate the risk of cross connection whereby an unsafe substance may enter a community water supply.
  - 2) A community water supply must conduct a cross connection control survey of the distribution system at least every three years. The survey must be conducted by the owner, official custodian or an authorized delegate. The survey must evaluate the risk of an unsafe substance entering a community water supply through each service connection to the distribution system of the community water supply. This survey is not intended to include an actual visual inspection of piping or plumbing systems.
  - 3) From each completed survey, the community water supply must develop an inventory of the following:

EPA Safe Water Act – 1974

IL EPA – Title 35

# Why BSI?

BSI assists with cloud-based record keeping & data management, customer support via phone and email, and program administration (generating & mailing annual notifications)... increasing efficiency for **City staff to focus on other tasks such as compliance and water quality.**

# BSI Partners

*BSI Online assists 170+ communities in Illinois with their backflow data management and program administration.*

---



## **Illinois American Water**

**Rantoul**

**Forsyth**

**Chatham**

**Monmouth**

**Joliet**

**Aurora**

**Naperville**

**Waukegan**

**Des Plaines**

**Evanston**

**and more!**

# Service & Solution

BSI Online is the **ONLY** US patented solution, backed by industry-leading customer service.



Auto-generated  
and mailed  
notifications sent by  
BSI



100% in-house  
and onshore  
stakeholder support for  
the Water Purveyor,  
water customers, and  
backflow testers



Tester driven  
online data entry +  
24/7/365 access  
to data

# Next Steps & Implementation Process



## Step 1

Procurement

*(97% of clients use BSI's subscription agreement)*

## Step 2

BSI performs  
cleanse of current  
backflow data

## Step 3

Water Purveyor  
approves data  
and startup items

## Step 4

BSI notifies the  
testing community

## Launch!

Online within  
90-120 days –  
guaranteed!



# Thank you!

Email me with any questions  
[vrodriguez@backflow.com](mailto:vrodriguez@backflow.com)



**Regular Agenda Item No. 9.C.**

**For City Council:** February 9, 2026

**Ward Impacted:** City Wide

**Subject:** Consideration and Action on a Resolution Establishing the 2026 City Council Strategic Priorities and Guiding Principles for the City of Bloomington, as requested by the Administration Department.

**Recommended Motion:** The proposed Resolution be approved.

**Strategic Plan:**

**Goal 5.** Great Place - Livable, Sustainable City

**Objective 5b.** City decisions consistent with plans and policies

**Background:** On November 17, 2025, the City Council participated in a strategic retreat facilitated by Heartland Community College focused on long-term alignment, shared priorities, and the guiding principles that should shape the City of Bloomington's work. The retreat centered on establishing a clear framework to inform future policy decisions, budget development, and organizational focus.

Following the retreat, staff prepared a draft resolution that translates the Council's discussion into a formal statement of strategic priorities and core principles. The resolution reflects the consensus reached by the Council and identifies four priority areas for sustained focus: infrastructure, housing, public safety, and economic vitality. These priorities are grounded in three core principles intended to guide all City decisions and actions, including: (1) fiscal discipline, emphasizing responsible stewardship and long-term sustainability; (2) quality of life, reflecting the City's commitment to making Bloomington a desirable place to live, work, and visit; and (3) community engagement, underscoring the importance of transparency, collaboration, and shared responsibility with residents and stakeholders.

This Item was presented for discussion at the Committee of the Whole on January 20, 2026, to provide Council members an opportunity to review the draft resolution, offer feedback, and discuss how the identified priorities and guiding principles may be used to inform future City work.

**Community Groups/Interested Persons Contacted:** Council Retreat held on November 17, 2025, and the Committee of the Whole held on January 20, 2026, were open to the public.

**Financial Impact:** N/A

**Attachments:**

1. Resolution

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION ESTABLISHING THE 2026 CITY COUNCIL STRATEGIC PRIORITIES AND GUIDING PRINCIPLES FOR THE CITY OF BLOOMINGTON**

**WHEREAS**, the City Council of the City of Bloomington held a strategic retreat on November 17, 2025, to discuss alignment, long-term direction, and shared priorities for the community; and

**WHEREAS**, the City Council desires to clearly articulate its top priorities in order to guide policy decisions, budget development, organizational focus, and collaboration with the City Manager, City staff, residents, and community partners; and

**WHEREAS**, the City Council recognizes that effective governance requires clarity of purpose, fiscal discipline, attention to quality of life, and meaningful community engagement; and

**WHEREAS**, the City Council discussed and reached consensus around four primary priority areas to guide its work over the coming years, informed by community needs, operational realities, and desired outcomes.

**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. Core Principles.** The City Council affirms the following principles as foundational and applicable to all strategic priorities, decisions, and actions of the City: (i) fiscal discipline, including thoughtful financial analysis, responsible decision making, and long term sustainability; (ii) quality of life, reflected in the City's commitment to making life better for residents, businesses, and visitors; and (iii) community engagement, emphasizing shared responsibility, transparency, and collaboration with residents and stakeholders.

**SECTION 3. Strategic Priority Areas.** The City Council hereby establishes the following strategic priorities to guide policy direction, budgetary decisions, and organizational focus.

A. **Infrastructure.** The City Council prioritizes improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

B. **Housing.** The City Council prioritizes housing as a component of community revitalization. This includes addressing blight, preserving existing housing, supporting rehabilitation, advancing housing affordability, promoting proactive code enforcement, and improving residents' sense of safety and stability in their homes and neighborhoods. The need for additional housing within the community includes but is not limited to affordable housing, market-rate housing, and housing for seniors.

- C. Public Safety. The City Council prioritizes maintaining Bloomington’s record of low crime and strong public safety services. This includes prevention-focused policing, readiness across public safety departments, ongoing training and staffing support, and building trust through service quality, response times, fairness, and sustainability for public safety employees.
- D. Economic Vitality. The City Council prioritizes economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

**SECTION 4. Measurement and Accountability.** The City Council desires that progress toward these priorities be monitored through defined success indicators, including both system-wide outcomes and targeted annual measures. The City Manager shall incorporate these priorities into organizational planning, performance measurement, and budget preparation, and shall report progress to the City Council on a regular basis.

**SECTION 5. Ongoing Review.** The City Council acknowledges that strategic priorities are not static and commits to periodic review, evaluation, and refinement to ensure continued alignment with community needs, fiscal realities, and the City’s mission.

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

**PASSED** this 9th day of February 2026.

**APPROVED** this \_\_\_ day of February 2026.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Dan Brady, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk