

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
APRIL 14, 2025**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a 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, which typically begins with Item No. 8.

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

REGULAR AGENDA

All items that provide the 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 MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 14, 2025, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation on 2025 Community Development Week, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - B. Proclamation for Arbor Day 2025, as requested by the Parks & Recreation Department. (*Recommended Motion: None; Recognition only.*)
 - C. Proclamation for Blue Bow Campaign Child Abuse Prevention Month, April 2025, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - D. Proclamation for Longtime City Engineer, Kevin Kothe, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - E. Recognition of Board & Commission Appointments & Reappointments, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
6. Public Comment

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

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

 - A. Consideration and Action to Approve the Minutes of the March 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of

\$16,958,297.45, 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 Commission, as requested by the Administration Department. (*Recommended Motion: The proposed Appointment and Reappointments be approved.*)
- D. Consideration and Action on a Resolution Approving a Contract with Pace Analytical Services, LLC., for Laboratory Services, in the Amount of \$125,000, as requested by the Water Department. (*Recommended Motion: The Resolution be approved.*)
- E. Consideration and Action on a Resolution to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000, as requested by the Water Department. (*Recommended Motion: The proposed Resolution be approved.*)
- F. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Pepper Ridge Sidewalk - Route 66 Path Improvements Project (Bid #2025-35), in the Amount of \$160,957.95, as requested by the Engineering Department. (*Recommended Motion: The proposed Resolution be approved.*)
- G. Consideration and Action on a Resolution Approving an Agreement with U.S. Mechanical Services Inc., for Equipment and Installation of a Lochinvar Pool Heater at Holiday Pool, in the Amount of \$55,186, as requested by the Parks & Recreation Department. (*Recommended Motion: The proposed Resolution be approved.*)
- H. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 11 Currency Drive (PIN: 21-15-103-018), as requested by the Development Services Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- I. Consideration and Action on an Ordinance to Amend Connect Transit's Enacting Ordinance to Expand the Transit System's Service Area, as requested by the Administration Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- J. Consideration and Action on an Application from WDOAB, LLC, d/b/a The Atchison, located at 1611 S. Morrissey Dr., Unit 2, Requesting Approval of the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (*Recommended Motion: The proposed Application be approved.*)
- K. Consideration and Action on an Application from Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 S. Eldorado Rd., Requesting Approval of Change in Parent Company for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (*Recommended Motion: The proposed Application be approved.*)

8. Regular Agenda

- A. Consideration and Action on a Resolution Recognizing the Contributions of Mr.

Kevin Kothe to the Bloomington-Normal Community with the Honorary Designation of the 300 Block of Garfield Drive as Kevin Kothe Drive, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager; and Sue McLaughlin, Deputy City Manager, 5 minutes; and City Council Discussion, 5 minutes.)

- B. Consideration and Action on a Resolution Recognizing the Contributions of Rev. Frank L. McSwain, Sr. to the Bloomington-Normal Community with an Honorary Designation of the 500 Block of North Allin Street, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Mboka Mwilambwe, Mayor, 5 minutes; and City Council Discussion, 5 minutes.)
- C. Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and UEP Bloomington, LLC, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Services Director, 5 minutes; and City Council Discussion, 5 minutes.)
- D. Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and HP Bloomington Empire, LLC, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Services Director, 5 minutes; and City Council Discussion, 5 minutes.)
- E. Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2026 (Beginning May 1, 2025, and Ending April 30, 2026) Budget, as requested by the Finance Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager; and Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)
- F. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, Related to the McLean County Museum of History, as requested by the Finance Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager; and Scott Rathbun, Finance Director, 3 minutes; and City Council Discussion, 3 minutes.)
- G. Consideration and Action to Appoint a Mayor Pro Tem for the City of Bloomington, as requested by City Council. (Recommended Motion: I move to appoint _____, to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.) (Presentation by Mboka Mwilambwe, Mayor, 3 minutes; and City Council Discussion, 3 minutes.)

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation on 2025 Community Development Week, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 3B Proclamation](#)



Proclamation

***IN RECOGNITION OF 2025 COMMUNITY
DEVELOPMENT WEEK IN BLOOMINGTON, ILLINOIS***

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low-and-moderate income persons; and

WHEREAS, the City of Bloomington has utilized CDBG funds for more than 50 years to provide funding to principally benefit low-to-moderate income community members; and

WHEREAS, the CDBG program has made a significant impact on our community through the preservation of affordable housing, public infrastructure improvement investments, funding of critical social services, public park improvements, and upgrades to public facilities; and

WHEREAS, the City of Bloomington has demonstrated for more than 50 years a commitment to improving our community through the CDBG program; and

WHEREAS, the Community Impact and Enhancement Department has demonstrated the capacity to administer the CDBG Program to identify, prioritize, and help resolve pressing problems; and

WHEREAS, from PY2020-PY202, the City of Bloomington used CDBG funding to complete rehabilitation work on 54 affordable housing units. Other activities it supports with its funding are sidewalk repairs and improvements, rehabilitation work on rental units and non-profit buildings, assisting non-profits, promoting fair housing efforts, and demolishing abandoned properties.

NOW THEREFORE, I Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim 21st – 25th April 2025, as

COMMUNITY DEVELOPMENT WEEK

in Bloomington and urge residents to join in recognizing the positive impact of U.S. Department of Housing and Urban Development and the Community Development Block Grant Program funding.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Arbor Day 2025, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Proclamation declaring April 25, 2025, Arbor Day within the City of Bloomington as consistent with Tree City USA designation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 4B Proclamation](#)



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mboka Mwilambe, Mayor of the City of Bloomington, IL, do hereby proclaim April 25, 2025 as **ARBOR DAY**

In the City of Bloomington, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 14th day of April, 2025

Mayor Mboka Mwilambe



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Blue Bow Campaign Child Abuse Prevention Month, April 2025 , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1E Proclamation](#)



*Mayoral Proclamation
Blue Bow Campaign
Child Abuse Prevention Month
April 2025*

WHEREAS, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence or endangerment of any kind; and,

WHEREAS, statistics of children who are abused and neglected escalate each year, last year, Illinois had 35, 244 indicated cases; and,

WHEREAS, the effects of child abuse are felt by whole communities, and must be addressed by the entire community; and,

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, religious organizations, law enforcement and the business community; and,

WHEREAS, Parents Care & Share, a prevention program of Brightpoint's, offering positive parenting resources and alternatives to help break the cycle of abuse, is sponsoring a Blue Bow Campaign to heighten awareness of the need to support families; and,

WHEREAS, all citizens should become more aware of child abuse within the community and to become involved in its prevention and supporting parents to raise their children in a safe, nurturing environment;

THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby proclaim the month of **April 2025** as **CHILD ABUSE PREVENTION MONTH** in Bloomington, Illinois, and call upon all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the communities in which we live.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.D.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Longtime City Engineer, Kevin Kothe, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 5B Proclamation](#)

Proclamation

In Appreciation of Kevin Kothe, PE

WHEREAS, Kevin Kothe has dedicated 37 years of outstanding service to his hometown of Bloomington, Illinois, as a licensed professional Engineer, impacting the community through his expertise in the Public Works-Engineering field; and

WHEREAS, Kevin began his career in 1988 with the City of Bloomington in Traffic Engineering and, three years later, accepted a Civil Engineer position, designing roads, traffic signals, sewers, and water infrastructure; and

WHEREAS, Kevin's vision and expertise were instrumental in the early adoption of technology within the City, advancing from limited Personal Computers to widespread use across departments, and leveraging his computer science education to assume the role of Information Systems Engineer, contributing to vital projects such as the development of the current Geographic Information System (GIS) and the creation of a data management system that remains in use for over 30 years; and

WHEREAS, Kevin contributed to the county-wide addressing system essential for the implementation of the E911 system and played a key role in launching the City's first Local Area Network (LAN) while proactively addressing Y2K concerns; and

WHEREAS, Kevin's leadership in the 2000s saw him rise to key managerial roles, including City Engineer, Director of Public Works, and Director of Operations and Engineering Services, overseeing critical initiatives such as GIS-based pavement and sidewalk rating systems and contributing to numerous studies and long-term public infrastructure plans; and

WHEREAS, Kevin's unwavering passion for learning and teaching, and his commitment to the safety and wellbeing of the community have earned him recognition, including the Illinois Government Engineer of the Year Award in 2015 and the Outstanding Chapter Member Award in 2011 from ISPE; and

WHEREAS, Kevin has been a dedicated member of the local Illinois Society of Professional Engineers, contributing as the chapter newsletter editor for 25 years and supporting the local MATHCOUNTS competition for more than two decades; and

WHEREAS, during Kevin's distinguished career, the City's population grew by 50% and its size expanded by more than 70%, with Kevin playing a crucial role in supporting these transformations through his passion for innovative solutions and his vast knowledge of City infrastructure; and


WHEREAS, this proclamation is presented to Kevin Kothe to serve as a reminder that although he is retiring, he will always be remembered fondly as a valued employee, dedicated to public service.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim and recognize Kevin Kothe for his exemplary contribution to the City.



Mboka Mwilambwe
Mayor




Leslie Yeum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.E.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments & Reappointments , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments and reappointments are representative of the Council's approval from the March 24, 2025, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Recognition](#)

Appointments

Central Illinois Regional Airport Board of Commissioners:

- **John Allen**
- **Jay Groves**



Appointments

Special Commission for Safe Communities:
· **Kevin Crutcher**

Reappointments

Citizens' Beautification Commission:

- **Jennifer Aurora**
- **Daniel Freburg**

Reappointments

Cultural Commission:

- **Crystal Bricker**
- **Katherine Browne**
- **Peter Pontius**
- **Shweta Shukla**



Reappointments

Historic Preservation Commission:

- **Sarah Lindenbaum**

Bloomington Housing Authority Board:

- **Tim Brock**
- **Orman Jones**

Reappointments

Japanese Sister City:

- **Bennett Morris**
- **Katherine Scheck**

Reappointments

Library Board of Trustees:

- **Georgene Chissell**
- **Craig McCormick**



Reappointments

Planning Commission:

- **Jacqueline Beyer**

Public Safety & Community Relations Board:

- **Arthur Taylor**



Reappointments

Zoning Board of Appeals:
• **Nikki Williams**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the March 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 10, 2025 6:00 P.M.

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

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Michael Mosley	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Proclamation in Recognition of Kalyani Mudumba, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation recognizing Kalyani Mudumba for her achievements in Carnatic music. Kalyani Mudumba accepted the Proclamation.

Item 5.B. Proclamation in Recognition of Miles J. Simington, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation recognizing Miles Simington for his exemplary performance in sports. Miles Simington accepted the Proclamation.

Item 5.C. Recognition of Board & Commission Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointments of Jackie Young, Citizens' Beautification Committee; Alok Hoonka, Library Board of Trustees; Yvett Hernandez, Public Safety & Community Relations Board; and Kyle Kapper, Welcoming America Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure, and the following spoke in-person: (1) Georgene Chissell; (2) Sonny Garcia; (3) Rebekah Mangels; and (4) Dan Brady. City Clerk Yocum noted that Jared Spiegel and Dave Reynolds had emailed public comment on February 24, 2025, but their emails had gotten caught up in the City's spam filter. She apologized and shared that they had been provided to Council.

Consent Agenda

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

Council Member Kearns made a motion, seconded by Council Member Hendricks, to approve the Consent Agenda as presented with the exception of Item 7.F.

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

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,096,469.72, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action on a Resolution Approving a Construction Agreement with Norfolk Southern Railway as a Part of the Hamilton Road Project, from Bunn Street to Commerce Parkway, in the Amount of \$5,401,950.40, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 044

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH NORFOLK SOUTHERN RAILWAY AS A PART OF THE HAMILTON ROAD PROJECT, FROM BUNN STREET TO COMMERCE PARKWAY, IN THE AMOUNT OF \$5,401,950.40

Item 7.E. Consideration and Action on 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, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 045

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

Item 7.F. was pulled from the Consent Agenda by Council Member Kearns.

Item 7.G. Consideration and Action on a Resolution Approving an Agreement with Robert Beverly DBA Intaglio Composites, a Division of Dream, Inc., for the McGraw Park Sister Cities Garden Seat Wall Caps, in the Amount of \$84,800, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 047

A RESOLUTION APPROVING AN AGREEMENT WITH ROBERT BEVERLY DBA INTAGLIO COMPOSITES, A DIVISION OF DREAM, INC., FOR THE MCGRAW PARK SISTER CITIES GARDEN SEAT WALL CAPS, IN THE AMOUNT OF \$84,800

Item 7.H. Consideration and Action on a Resolution Approving the Second and Third Amendments to an Agreement for Professional Services with Baxter and Woodman, Inc. Regarding Design of Phases 1 and 4 of the East Street Basin Project, Increasing the Total

Amount by \$467,800, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 048

A RESOLUTION APPROVING THE SECOND AND THIRD AMENDMENTS TO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BAXTER AND WOODMAN, INC. REGARDING DESIGN OF PHASES 1 AND 4 OF THE EAST STREET BASIN PROJECT, INCREASING THE TOTAL AMOUNT BY \$467,800

Item 7.I. Consideration and Action to Approve a Supplemental Resolution to Increase the Local Funding Commitment by \$925,519.84 for the Federally Funded Hamilton Road Extension Construction Project, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 049

A SUPPLEMENTAL RESOLUTION TO INCREASE THE LOCAL FUNDING COMMITMENT BY \$925,519.84 FOR THE FEDERALLY FUNDED HAMILTON ROAD EXTENSION CONSTRUCTION PROJECT (PHASE 1)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosely, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Items Pulled from Consent Agenda

Item 7.F. Consideration and Action on a Resolution to Authorize a Change Order to the Meadowbrook Subdivision Improvement Project for a Time Extension to the Contract between the City of Bloomington and George Gildner, Inc. for 182 Days, as requested by the Water Department and the Department of Operations & Engineering Services.

Council Member Kearns noted she had pulled the Item to highlight the project stressing its importance to Ward 1 constituents. She viewed the project as a potential example for future City water infrastructure and road improvements upgrades.

Water Director, Ed Andrews, explained that the project had involved three separate contracts, and that in the future, he hoped to bundle large projects into a single contract reducing coordination challenges. He shared the project had been delayed because of a need to deepen the mains avoiding conflicts with sanitary sewer laterals. Council Member Kearns and Director Andrews then discussed the need to continue providing updates to the public.

Council Member Kearns made a motion, seconded by Council Member Crumpler, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosely, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

RESOLUTION NO. 2025 – 046

A RESOLUTION TO AUTHORIZE A CHANGE ORDER TO THE MEADOWBROOK SUBDIVISION IMPROVEMENT PROJECT FOR A TIME EXTENSION TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC. FOR 182 DAYS

Regular Agenda

Item 8.A. Consideration and Action on Approving the Appointment of Sheila Montney to the McLean County Behavioral Health Coordinating Council, as requested by the Administration Department.

Mayor Mwilambwe recommended appointing Council Member Montney to the Behavioral Health Coordinating Council (“MCBHCC”). He expressed appreciation for how well-researched she always was, as well as, her attention to financial details.

Council Member Ward made a motion to table the Item to the April 14, 2025 City Council Meeting.

Motion failed for lack of a second.

Council Member Danenberger made a motion, seconded by Council Member Lee, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mosley, Danenberger, Becker, Lee, Crumpler

NAYES: Kearns, Hendricks, Ward

ABSTAIN: Montney

Motion carried.

Item 8.B. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Chemco Systems, Inc. for the Purchase of a Powered Activated Carbon (PAC) System, in an Amount Not to Exceed \$755,132, as requested by the Water Department.

Director Andrews presented a comprehensive update on the City's water challenges. He explained that the current Granular Activated Carbon (GAC) filter beds were insufficient to address the high levels of taste and odor compounds, which had led to the need for a Powered Activated Carbon (“PAC”) system. He detailed the City's plans to procure a new PAC system, work with lake management consultants, and explore long-term solutions such as algaecide treatments and lake stratification to address the root causes of the water quality issues. Director Andrews then discussed future opportunities highlighting the City's existing equipment and a goal of building a better plan to use lake data and partnerships with United States Geological Survey (USGS) and Illinois State University (ISU) research.

Deputy City Manager Sue McLaughlin shared that the temporary PAC system being manually fed by staff was limited to week-old test results, creating challenges to quickly address the water taste and odor. Director Andrews then discussed issues with the temporary system.

Mayor Mwilambwe acknowledged that current challenges were largely due to nature's unpredictability, noting that current microorganism levels were much higher than in the past. He expressed appreciation for the hard work of Water staff trying to understand and address issues.

Council Member Hendricks expressed appreciation for the work being done and complimented staff for their improved communication efforts.

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

Council Member Crumpler asked how long it generally had taken other communities to resolve water taste and odor issues after implementing a PAC system. Director Andrews shared that Springfield and Decatur, who both use PAC systems, feed a baseline PAC year-round. He also proposed forming a Taste Committee to collaboratively pinpoint taste and odor goals.

Council Member Mosley asked if sourcing GAC would become a problem Decatur and Springfield seeking the same resources. Director Andrews noted that the City had already widened its' chemical supply bid to include PAC, and that it should not be a problem.

Mayor Mwilambwe asked Director Andrews to discuss the unusual algae bloom being experienced and the reason for it. Director Andrews explained that the algae bloom was likely due to a lack of snow cover, which had created a greenhouse effect. He noted they were working with the Illinois Environmental Protection Agency (IEPA) to monitor the situation.

Council Member Lee and Director Andrews discussed the life expectancy and maintenance requirements of a new PAC system.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosely, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

RESOLUTION NO. 2025 – 050

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING A CONTRACT WITH CHEMCO SYSTEMS, INC. FOR THE PURCHASE OF A POWERED ACTIVATED CARBON (PAC) SYSTEM, IN AN AMOUNT NOT TO EXCEED \$755,132

Item 8.C. Consideration and Action to Appoint a Mayor Pro Tem for the City of Bloomington, as requested by City Council.

Mayor Mwilambwe noted that he had pulled this Item and it would appear at a later date.

Item 8.D. Presentation of the Fiscal Year 2026 Proposed Budget and Capital Projects, as requested by the Finance Department.

Scott Rathbun, Finance Director, discussed requirements for presenting the proposed budget noting his exhibits had been first shared on February 17, 2025, and would again be presented at a public hearing at the end of the month. He pointed out the Item being presented would focus on \$81 million in capital projects. He t provide then provided a brief overview of the proposed budget and welcomed several directors to discuss their department's capital projects.

Anthony Nelson, Arts & Entertainment Director, presented two projects for the Arena: upgrading five refrigeration units, and replacing dasher board glass.

Eric Veal, Parks & Recreation Director, discussed several Parks & Recreation projects, including completing the Highland Park cart shed, working on the Katthoefer Animal Building at Miller Park Zoo with an Illinois Department of Natural Resources (IDNR) grant, and developing the Sunnyside Park Sustainability Initiative in partnership with Bloomington Normal Water Reclamation District ("BNWRD"). He also highlighted other projects such as unforeseen major repairs like the McGraw Park fountain, the Westwood Playground installation, and Route 66 Trail resurfacing. Additionally, Director Veal mentioned projects like the Miller Park Zoo kitchen roof repair and the shade sale for O'Neil Aquatic Center concessions.

Corey Matheny, Fire Chief, discussed fire station projects addressing ongoing staffing and facility challenges including a kitchen remodel; HVAC upgrades for Fire Stations #1 and #3; and addressing asbestos, energy efficiency, and air quality issues.

Director Rathbun presented the Front and Center project involving acquiring and demolishing buildings to create 140 surface parking spots for \$3.9 million. He also discussed a placeholder for unforeseen major facility repairs in the City's various facilities, as well as Police Department projects including an elevator and HVAC upgrades.

Jim Karch, Engineering Director, discussed three categories of projects: grants, maintenance, and large capital projects. He highlighted several grant-funded initiatives such as the Hershey and Hamilton Road Trail, Constitution Trail extension, and the Airport Road and Cornelius Drive traffic signal improvements. He emphasized the City's success in obtaining grants resulting in 12% of the Capital Improvement Fund budget coming from external sources. He also noted multi-year sidewalk, curb, and gutter replacement project mentioning the City had addressed 489 outstanding sidewalk complaints and would complete all of them in the FY26 contract. He discussed the multi-year sewer rehabilitation program explaining the \$2 million investment was a proactive approach to maintaining the sewer system. He ended by highlighting the East Street Basin Phase 5 project (a.k.a Baker Ash Detention Basin modifications).

Director Andrews discussed water projects including the Hamilton Road water main replacement, a GIS and leak detection pilot program, and lead service line replacements. He highlighted the Meadow Brook Census Tract 59 project as potentially eligible for \$5-8 million in debt forgiveness through State Revolving Funds (SRF) and mentioned various water main replacement and upgrade projects.

Director Rathbun shared where to find the proposed budget details on the City's website noting hard copies were available at The Hub and Library. He encouraged the community to review the budget books.

Mayor Mwilambwe thanked the directors for their time and acknowledged the effort it took to prepare the budget books. He also encouraged the public to get involved and review the budget books. He complimented the way they were written saying they were easily digestible.

Mayor Mwilambwe and Director Karch discussed the potential hazard mitigation grant for the East Street Basin Phases #5 and #6. Director Karch confirmed there were eight phases for the project. They then discussed an unsuccessful Change Grant application and how a City consultant had strongly encouraged the City to break up the application to include smaller segments of the project in hopes of increasing the City's odds of success for the Grant.

Council Member Ward asked if receiving grants increased the budget. Director Rathbun shared that regardless of the funding source, all expenditures were shown in the budget. She then asked if the budget increased due to grants not necessarily burdening Bloomington taxpayers. Director Rathbun confirmed she was correct. She ended by requesting to have a discussion about the City's long-term plan for public safety pension funding expressing hopes to do more than just meet the bare minimum obligations.

Council Member Montney inquired about an index or benchmark tracking the percentage of capital projects funded by grants. Director Rathbun explained no such benchmark existed due to the unpredictable nature of grant availability. She then expressed her desire to understand local funding versus grant funding. She moved onto ask about the Cornelius and Airport Intersection Project, noting the budget was lower than in previous years. Director Karch explained that the traffic signal was warranted by traffic counts, while the extension of Cornelius

had remained development-driven, aligning with the standard practice of the road being completed after commercial development occurred in the area. They then discussed the 20% decrease in asphalt and concrete spending where Director Karch explained the reduction was due to the removal of a General Fund transfer and a focus on larger capital projects. Deputy City Manager McLaughlin noted that neighborhood repairs would still be made.

City Manager’s Discussion

Deputy City Manager McLaughlin provided updates on construction projects and highlighted recent events at the Arena.

Mayor's Discussion

No discussion was had.

Council Member's Discussion

Council Member Hendricks shared his experience attending the groundbreaking of the Farmhouse Early Learning and Development Center praising its inclusive approach to serving children with diverse abilities. He highlighted a positive comment from the Project Lead about the ease of working with the City.

Council Member Ward requested an update on abandoned properties and their property tax delinquencies following up on a previous request she’d made to prior Director Melissa Hon. Deputy City Manager McLaughlin stated that staff would follow up.

Council Member Lee expressed appreciation for how the community had embraced and supported Bison hockey player, Chongmin Lee, who’s jersey was recently auctioned in a record high sale.

Council Member Kearns recognized AmeriCorps Week, highlighting the essential work of over 200,000 AmeriCorps members and volunteers who served in schools, shelters, hospitals, and various nonprofit organizations nationwide.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosely, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 8:02 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$16,958,297.45, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$16,958,297.45 (Payroll total \$6,658,850.51, Accounts Payable total \$9,958,145.28, Bank Transfers total \$215,518.85, and Procurement Card Purchases total \$125,782.81).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/21/2025	\$ 2,684,609.38	\$ 638,477.44	\$ 3,323,086.82
4/4/2025	\$ 2,626,848.59	\$ 628,201.16	\$ 3,255,049.75
Off Cycle Adjustments	\$ 79,937.49	\$ 776.45	\$ 80,713.94
PAYROLL TOTAL			\$ 6,658,850.51

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/24/2025	AP General	\$ 9,372,723.94
3/24/2025	AP JMScott	\$ -
3/24/2025	AP Comm Devel	\$ 678.99
3/24/2025	AP IHDA	\$ -
3/24/2025	AP Library	\$ 98,236.99
3/24/2025	AP MFT	\$ 21,049.06
3/19/2025-4/08/2025	Out of Cycle AP	\$ 465,456.30
3/05/2025-4/02/2025	AP Bank Transfers	\$ 215,518.85
AP TOTAL		\$ 10,173,664.13

PCARDS

2/03/2025-3/03/2025	\$ 125,782.81
PCARD TOTAL	
\$125,782.81	

GRAND TOTAL	\$ 16,958,297.45
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Appointment to a Commission , as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointment and Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment and reappointments of:

Welcoming America Commission: Courtney Eddleman's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Mayor contacts all recommended appointments.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 6B B&C Roster](#)

WELCOMING AMERICA ROSTER:

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



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Pace Analytical Services, LLC., for Laboratory Services, in the Amount of \$125,000, as requested by the Water Department.

RECOMMENDED MOTION: The Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of the Resolution and Contract with Pace Analytical Services, LLC., for laboratory services in the amount of \$125,000.

The Water Department Laboratory is certified by the Illinois Department of Public Health (IDPH) to perform coliform bacteria (microbiological) test analyses. For chemical analyses, the Water Department Laboratory has limited testing capacity, laboratory controls, and specialized equipment. The Laboratory has in-house capabilities of analyzing constituents that need to be analyzed immediately (pH, turbidity, alkalinity, and hardness) and performs chemical analyses that do not require the laboratory controls of compliance testing. These tests help guide day-to-day operations, optimize water treatment, and help to inform managers about the quality of the lakes and streams that are part of our source water system. The contract laboratory has an expanded quality control and quality assurance program that allows for reliable and consistent results and specialized instrumentation that can perform more types of testing than our in-house laboratory provides. The contract lab has the certification that allows the Illinois Environmental Protection Agency (IEPA) to consider the results valid.

The IEPA offers laboratory service for water analysis. However, the Water Department opts out of the IEPA program because of the price and timeliness of reporting results and because the IEPA laboratory service does not analyze environmental samples that are not part of a regulatory compliance schedule, does not offer sample pickup, does not provide electronic notification of sample receipt and condition, and does not provide excursion alerts. Pace Analytical Services, LLC., is certified to perform the tests the IEPA laboratory service offers and will perform the environmental sample tests that the IEPA program does not include, provide sample pickup, electronic notifications and excursion alerts. These services that Pace Analytical Services, LLC., offers help the Water Department to address issues in a timely

fashion, allowing the City to maintain compliance.

The City did not issue a formal bid request for this contract due to the following reasons:

- The City has contracted with Pace Analytical Services, LLC., (previously PDC Laboratories) for over 25 years.
- Pace Analytical Services, LLC., is located in Peoria, Illinois, about 45 minutes from the Water Treatment Plant at Lake Bloomington, allowing staff to drive samples to the Peoria office for analysis if needed, reducing drive time and fuel.
- Pace Analytical Services, LLC., is familiar with the City water quality issues and delivers data in a quick and timely fashion that is easily uploaded to the Environmental Database owned by the City of Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2026 Budgeted Item. If approved, the City will enter into contract with Pace Analytical Services, LLC., for Laboratory Services, in the Amount of \$125,000. The initial purchase order would be for \$125,000; however funds are sufficient to increase purchase order if sampling frequency increases due to water quality issues and regulatory compliance sampling. The quote is based on a per-test unit cost. This will be paid from the Water Purification-Laboratory Services account (50100130-70070). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 97.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 3B Resolution](#)

[WTR 3C Resolution - Exhibit A -Contract](#)

[WTR 3D Limited Source Justification](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING A CONTRACT WITH PACE ANALYTICAL SERVICES, LLC.,
FOR LABORATORY SERVICES IN THE AMOUNT OF \$125,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Pace Analytical Services, LLC., be approved for Laboratory Services (Exhibit A), in the amount of \$125,000 (“PROJECT”); and

WHEREAS, PROJECT consists of analyzing and reporting various water quality parameters in order to meet compliance regulations with regulatory agencies, such as the Illinois Environmental Protection Agency and the Illinois Department of Public Health, and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, due to an increase in the frequency of testing, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

THIS AGREEMENT, dated this ___ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Director Sales, John Williams

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Alkalinity Bicarbonate	SM 2320 B-2011	1	8	\$22.10	\$22.10
Alkalinity Carbonate	SM 2320 B-2011	1	8	\$22.10	\$22.10
Alkalinity Phenolphthalein	SM 2320 B-2011	1	8	\$22.10	\$22.10
Alkalinity Total	SM 2320B 22nd ED	1	8	\$22.10	\$22.10
Alkalinity Total	SM 2320 B-2011	1	8	\$22.10	\$22.10
Aluminium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Aluminium Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Ammonia as Nitrogen	EPA 350.1 REV2	1	8	\$17.50	\$17.50
Benzo(a)pyrene by HPLC	EPA 550	1	10	\$227.00	\$227.00
Boron Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Boron Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Bromide by IC	EPA 300.0 REV 2.1	1	8	\$22.10	\$22.10
Carbamates by HPLC	EPA 531.1 REV3.1	1	10	\$209.50	\$209.50
Chloride by IC	EPA 300.0 REV 2.1	1	8	\$22.10	\$22.10
Chloride by Lachat	SM 4500 CL E 2011	1	8	\$22.10	\$22.10
Chlorinated Acids by GC/ECD	EPA 515.3 REV1	1	10	\$128.00	\$128.00
Color	SM 2120 B-2011	1	8	\$22.10	\$22.10
Copper Total	EPA 200.8 REV 5.4	1	8	\$12.00	\$12.00
Corrosion Control Grp	varies	1	8	\$110.00	\$110.00
Cyanide Total by Kelada	EPA Kelada-01	1	8	\$58.90	\$58.90
Diquat by HPLC	EPA 549.2 REV1	1	10	\$209.50	\$209.50
DISINFECTANT/DISINFECTANT BYPRODUCTS (D/DBP) Pkg	varies	1	8	\$135.00	\$135.00
Drinking Water Dioxin by HRGCMS	EPA 1613	1	10	\$454.00	\$454.00
Drinking Water Haloacetic Acids by GCECD	EPA 552.2 REV1	1	10	\$147.80	\$147.80
Drinking Water Regulated and Unregulated Volatiles	EPA 524.2 REV4.1	1	10	\$221.20	\$221.20
Drinking Water Regulated Volatiles by GCMS	EPA 524.2 REV4.1	1	10	\$69.80	\$69.80
DW Hardness calc by SM 2340B	SM 2340 B 1990	1	8	\$32.10	\$32.10
EDB & DBCP by GC/ECD	EPA 504.1 REV1.1	1	10	\$0.00	\$0.00
EDB & DBCP by GC/ECD	EPA 504.1 REV1.1	1	10	\$209.50	\$209.50
Endothall by GCMS	EPA 548.1 REV1	1	10	\$209.50	\$209.50
Field pH	Field	1	8	\$0.00	\$0.00
Field Temperature in Celsius	Field	1	8	\$0.00	\$0.00



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Fluoride by IC	EPA 300.0 REV 2.1	1	8	\$17.00	\$17.00
Fluoride by probe	SM 4500-F C-2011	1	8	\$17.00	\$17.00
Fluoride by probe	SM 4500-F C 22nd ED	1	8	\$17.00	\$17.00
Fuel Surcharge	Services	1	8	\$5.90	\$5.90
Glyphosate by HPLC	EPA 547	1	10	\$0.00	\$0.00
Glyphosate by HPLC	EPA 547	1	10	\$209.50	\$209.50
Gross Alpha-Subcontracted	Subcontracted - EPA 900.0	1	15	\$64.00	\$64.00
Gross Beta-Subcontracted	Subcontracted	1	15	\$61.70	\$61.70
Guard Dog Program Management Fee	GD	1	1	\$232.80	\$232.80
Inorganic Chemical (IOC) Package	varies	1	8	\$185.00	\$185.00
Iron Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Langelier Index	Calculated - See Notes	1	8	\$0.00	\$0.00
Lead and Copper Rule Package	varies	1	8	\$24.00	\$24.00
Lead Dissolved	EPA 200.8 REV 5.4	1	8	\$14.00	\$14.00
Lead Total	EPA 200.8 REV 5.4	1	8	\$12.00	\$12.00
Lithium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Login DW Preservation	EPA 180.1 REV 2	1	8	\$0.00	\$0.00
Magnesium Total	EPA 200.8 REV 5.4	1	8	\$18.90	\$18.90
Magnesium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Manganese Soluble	EPA 200.7 REV 4.4	1	8	\$18.90	\$18.90
Manganese Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Manganese Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Manganese Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Molybdenum Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Nitrate as N by IC	EPA 300.0 REV 2.1	1	8	\$15.00	\$15.00
Nitrate as N by IC-Chlorinated site	EPA 300.0 REV 2.1	1	8	\$15.00	\$15.00
Nitrite as N by IC	EPA 300.0 REV 2.1	1	8	\$15.00	\$15.00
Odor	SM 2150 B 22nd ED	1	3	\$50.10	\$50.10
Odor and temperature	varies	1	3	\$100.20	\$100.20
Organic Nitrogen calculated	varies	1	8	\$73.70	\$73.70
Organochlorine Pesticides & PCBs by GC/ECD	EPA 608.3	1	10	\$261.90	\$261.90
Orthophosphate	SM 4500-P E-2011	1	8	\$29.10	\$29.10
pH and temperature	varies	1	8	\$8.40	\$8.40
pH and temperature DW	varies	1	8	\$21.20	\$21.20
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	8	\$29.10	\$29.10



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Potassium Total	EPA 200.8 REV 5.4	1	8	\$18.90	\$18.90
Potassium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Radium 226	Subcontracted - EPA 903.1	1	15	\$116.40	\$116.40
Radium 228	Subcontracted - EPA 904.0	1	15	\$116.40	\$116.40
Radon	Subcontracted	1	15	\$154.20	\$154.20
Sample Pickup Fee	Services	1	8	\$60.00	\$60.00
Selected Inorganic Compounds (IOC)	varies	1	8	\$172.20	\$172.20
Semivolatiles by GCMS	EPA 525.2 REV2	1	10	\$120.00	\$120.00
Silicon by 200.7 DWTot	EPA 200.7 REV 4.4	1	8	\$30.00	\$30.00
Silver Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Silver Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Specific Conductivity	SM 2510B 22nd ED	1	8	\$15.70	\$15.70
Strontium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Sulfate by IC	EPA 300.0 REV 2.1	1	8	\$22.10	\$22.10
Surfactants	SM 5540C 2000	1	2	\$145.50	\$145.50
Synthetic Organic Chemical (SOC) Package	varies	1	10	\$786.90	\$786.90
Synthetic Organic Chemical (SOC) Package	varies	1	10	\$810.00	\$810.00
Synthetic Organic Chemical (SOC) Pkg w/ Glyphosate	varies	1	8	\$1,484.10	\$1,484.10
Tin Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
TOC and Field Alkalinity (TOCA) Package	varies	1	8	\$24.00	\$24.00
Total Dissolved Solids	SM 2540C 22nd ED	1	8	\$36.30	\$36.30
Total Kjeldahl Nitrogen	EPA 351.2 REV 2	1	8	\$40.70	\$40.70
Total Organic Carbon	SM 5310 C-2011	1	8	\$27.90	\$27.90
Total Organic Carbon	SM 5310C 22nd ED	1	8	\$24.00	\$24.00
Turbidity	EPA 180.1 REV 2	1	8	\$15.20	\$15.20
Uranium	ASTM D5174	1	15	\$58.20	\$58.20
Vanadium Total	EPA 200.7 REV 4.4	1	8	\$15.20	\$15.20
Vanadium Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Volatile Organic Chemical (VOC) Package	varies	1	8	\$60.00	\$60.00
Volatiles - Regulated by GCMS	EPA 524.2 REV4.1	1	10	\$0.00	\$0.00
Volatiles - Regulated by GCMS	EPA 524.2 REV4.1	1	10	\$0.00	\$0.00
Water Quality Samples (WQS) Entry Point Pkg	varies	1	8	\$94.40	\$94.40



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Zinc Soluable	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
Zinc Total	EPA 200.8 REV 5.4	1	8	\$15.20	\$15.20
				Bid Total:	\$8,888.50

Note: This is your official notification of the identification of analyses that have method modifications. These methods are identified by having the word "modified" or "mod" following the method test code. Please contact your Project Manager for additional information.

Quotation is provided based upon Pace Analytical Services, LLC Standard Terms, Conditions and Insurance Coverages.



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
Bloomington, City of
Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
Effective: 01/01/25
Expires: 04/30/30

Corrosion Control Grp consists of:

Alkalinity Total	Calcium Total	Magnesium Total	Total Dissolved Solids	Turbidity Check
Chloride by IC				

DW Hardness calc by SM 2340B consists of:

Magnesium Total	Calcium Total
-----------------	---------------

Inorganic Chemical (IOC) Package consists of:

Manganese Total	Sodium Total	Antimony Total	Thallium Total	Mercury Total
Zinc Total	Nickel Total	Turbidity Check	Barium Total	Selenium Total
Fluoride by Probe	Arsenic Total	Beryllium Total	Cadmium Total	Cyanide Total by Kelada
Chromium Total	Iron Total	Sulfate by IC		

Selected Inorganic Compounds (IOC) consists of:

Turbidity Check	Beryllium Total	Sodium Total	Thallium Total	Selenium Total
Antimony Total	Nickel Total	Mercury Total	Fluoride by Probe	Chromium Total
Cadmium Total	Barium Total	Arsenic Total	Cyanide Total	

Lead and Copper Rule Package consists of:

Turbidity Check	Copper Total	Lead Total
-----------------	--------------	------------

Odor and temperature consists of:

Odor	Temp at Odor measurement
------	--------------------------

Organic Nitrogen calculated consists of:

Ammonia as Nitrogen	Total Kjeldahl Nitrogen
---------------------	-------------------------

pH and temperature consists of:

pH	Temperature
----	-------------

pH and temperature DW consists of:

pH	Temperature
----	-------------

Synthetic Organic Chemical (SOC) Package consists of:

HCCP by GC/ECD	Benzo(a)pyrene by HPLC	Diquat by HPLC	Endothall by GCMS	Carbamates by HPLC
Semivolatiles by GCMS	Chlorinated Acids by GC/ECD	Chlorine check	EDB & DBCP by GC/ECD	

Synthetic Organic Chemical (SOC) Package consists of:

EDB & DBCP by GC/ECD	Chlorine check	Chlorinated Acids by GC/ECD	HCCP by GC/ECD	Semivolatiles by GCMS
----------------------	----------------	-----------------------------	----------------	-----------------------

Synthetic Organic Chemical (SOC) Pkg w/ Glyphosate consists of:

Endothall by GCMS	Diquat by HPLC	Glyphosate by HPLC	Carbamates by HPLC	Semivolatiles by GCMS
-------------------	----------------	--------------------	--------------------	-----------------------



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
Bloomington, City of
Bloomington_2020-2021 BID Special DW Compliance

Printed: 1/2/25
Effective: 01/01/25
Expires: 04/30/30

Chlorinated Acids by GC/ECD	EDB & DBCP by GC/ECD	Chlorine check	HCCP by GC/ECD	Benzo(a)pyrene by HPLC
--------------------------------	-------------------------	----------------	----------------	---------------------------

DISINFECTANT/DISINFECTION BYPRODUCTS (D/DBP) Pkg consists of:

Chlorine check	Drinking Water	Drinking Water
	Trihalomethanes by GCMS	Haloacetic Acids by GCECD

TOC and Field Alkalinity (TOCA) Package consists of:

Field Alkalinity	Total Organic Carbon
------------------	----------------------

Volatile Organic Chemical (VOC) Package consists of:

Chlorine check	Drinking Water
	Regulated Volatiles by GCMS

Water Quality Samples (WQS) Entry Point Pkg consists of:

Orthophosphate	pH
----------------	----



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Lime Sludge BID 2020-2021

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Arsenic Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Barium Total	EPA 6010B	1	8	\$12.20	\$12.20
Cadmium Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Chromium Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Copper Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Fuel Surcharge	Services	1	8	\$5.90	\$5.90
Iron Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Iron Total	EPA 6010B	1	8	\$12.20	\$12.20
Lead Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Manganese Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Manganese Total	EPA 6010B	1	8	\$12.20	\$12.20
Mercury CVAA	EPA 245.1 REV3	1	8	\$41.67	\$41.67
Molybdenum Total	EPA 6010B	1	8	\$12.20	\$12.20
Molybdenum Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Nickel Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Sample Pickup Fee	Services	1	8	\$60.00	\$60.00
Selenium Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Silver Total	EPA 6010B	1	8	\$12.20	\$12.20
Silver Total	EPA 6020A	1	8	\$12.20	\$12.20
Silver Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Zinc Total	EPA 200.7 REV 4.4	1	8	\$12.20	\$12.20
Solid					
Arsenic Total	EPA 6010B	1	8	\$12.20	\$12.20
Barium Total	EPA 6010B	1	8	\$12.20	\$12.20
CaCO3 equivalent	Soil Analysis 91-4	1	8	\$17.50	\$17.50
Cadmium Total	EPA 6010B	1	8	\$12.20	\$12.20
Calcium Total	EPA 6010B	1	8	\$12.20	\$12.20
Chromium Total	EPA 6010B	1	8	\$12.20	\$12.20
Copper Total	EPA 6010B	1	8	\$12.20	\$12.20
Hexavalent Chromium Soil	EPA 7196A / EPA 3060A	1	8	\$69.80	\$69.80
Iron Total	EPA 6010B	1	8	\$12.20	\$12.20
Lead Total	EPA 6010B	1	8	\$12.20	\$12.20
Magnesium Total	EPA 6010B	1	8	\$12.20	\$12.20
Manganese Total	EPA 6010B	1	8	\$12.20	\$12.20
Mercury Total	EPA 6020A	1	8	\$12.20	\$12.20
Molybdenum Total	EPA 6010B	1	8	\$12.20	\$12.20
Nickel Total	EPA 6010B	1	8	\$12.20	\$12.20



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 Lime Sludge BID 2020-2021

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
pH for solids	EPA 9045D	1	8	\$12.20	\$12.20
Selenium Total	EPA 6010B	1	8	\$12.20	\$12.20
Silver Total	EPA 6010B	1	8	\$12.20	\$12.20
Silver Total	EPA 6020A	1	8	\$12.20	\$12.20
Specific Gravity	SM 2710F 2009	1	8	\$17.50	\$17.50
SW 3051	EPA 3051	1	8	\$17.50	\$17.50
Total Solids	SM 2540G	1	8	\$12.20	\$12.20
Zinc Total	EPA 6010B	1	8	\$12.20	\$12.20
Additional Items					
Environmental Impact Fee		1			\$5.00
Sample Disposal Fee		1			\$3.00
Bid Total:					\$689.27

Note: This is your official notification of the identification of analyses that have method modifications. These methods are identified by having the word "modified" or "mod" following the method test code. Please contact your Project Manager for additional information.

Quotation is provided based upon Pace Analytical Services, LLC Standard Terms, Conditions and Insurance Coverages.



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 BLOOMINGTON DW LOOP STUDY

Printed: 1/2/25
 Effective: 01/01/24
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Alkalinity Total	SM 2320B 22nd ED	1	10	\$22.10	\$22.10
Calcium Total	EPA 200.7 REV 4.4	1	10	\$15.20	\$15.20
Chloride by IC	EPA 300.0 REV 2.1	1	10	\$22.10	\$22.10
Copper Total	EPA 200.8 REV 5.4	1	10	\$15.20	\$15.20
DW Hardness calc by SM 2340B	SM 2340 B 1990	1	10	\$32.10	\$32.10
Fluoride by IC	EPA 300.0 REV 2.1	1	10	\$17.00	\$17.00
Fluoride by probe	SM 4500-F C 22nd ED	1	10	\$17.00	\$17.00
Iron Total	EPA 200.7 REV 4.4	1	10	\$15.20	\$15.20
Lead Dissolved	EPA 200.8 REV 5.4	1	10	\$15.20	\$15.20
Lead Total	EPA 200.8 REV 5.4	1	10	\$15.20	\$15.20
Login DW Preservation	EPA 180.1 REV 2	1	10	\$0.00	\$0.00
Orthophosphate	SM 4500-P E 22nd ED	1	10	\$36.30	\$36.30
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	10	\$29.10	\$29.10
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	10	\$29.10	\$29.10
Sodium Total	EPA 200.7 REV 4.4	1	10	\$15.20	\$15.20
Sulfate by IC	EPA 300.0 REV 2.1	1	10	\$22.10	\$22.10
Turbidity Check	EPA 180.1 REV 2	1	10	\$0.00	\$0.00
Solid					
Chloride by IC	EPA 9056A	1	10	\$22.10	\$22.10
Fluoride by IC	EPA 9056A	1	10	\$17.00	\$17.00
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	10	\$29.10	\$29.10



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 BLOOMINGTON DW LOOP STUDY

Printed: 1/2/25
 Effective: 01/01/24
 Expires: 04/30/30

	Bid Total:	\$386.30
--	-------------------	-----------------

Note: This is your official notification of the identification of analyses that have method modifications. These methods are identified by having the word "modified" or "mod" following the method test code. Please contact your Project Manager for additional information.

Quotation is provided based upon Pace Analytical Services, LLC Standard Terms, Conditions and Insurance Coverages.

DW Hardness calc by SM 2340B consists of:

Magnesium Total Calcium Total



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 BLOOMINGTON SW 2020-2021

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Ammonia as Nitrogen	EPA 350.1 REV2	1	8	\$17.50	\$17.50
Chlorophyll a by SM 10200H	SM 10200H	1	14	\$23.30	\$23.30
Chlorophyll b by SM 10200H	SM 10200H	1	14	\$19.80	\$19.80
Chlorophyll c by SM 10200H	SM 10200H	1	14	\$19.80	\$19.80
Chlorophyll filtration	SM 10200H	1	3	\$58.20	\$58.20
Fuel Surcharge	Services	1	8	\$5.90	\$5.90
IC scan by 300.0	EPA 300.0 REV 2.1	1	8	\$90.70	\$90.70
Nitrate as N by IC	EPA 300.0 REV 2.1	1	8	\$17.50	\$17.50
Nitrite as N by IC	EPA 300.0 REV 2.1	1	8	\$17.50	\$17.50
Pheophytin a by SM 10200H	SM 10200H	1	14	\$0.00	\$0.00
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	8	\$29.10	\$29.10
Phosphate Total as P by Lachat	SM 4500-P F-2011	1	8	\$29.10	\$29.10
Sample Pickup Fee	Services	1	8	\$60.00	\$60.00
Total Kjeldahl Nitrogen	EPA 351.2 REV 2	1	8	\$40.70	\$40.70
Total Kjeldahl Nitrogen BY Gas Diffusion	OIA/PAI-DK03 & EPA 351.2 REV	1	8	\$40.70	\$40.70
Total Suspended Solids	SM 2540 D-2011	1	8	\$11.60	\$11.60
Volatile Suspended Solids	SM 2540 D 1997	1	8	\$11.60	\$11.60
Solid					
IC scan by 300.0	EPA 9056A	1	8	\$90.70	\$90.70
Nitrite as N by IC	EPA 9056A	1	8	\$17.50	\$17.50
Total Kjeldahl Nitrogen BY Gas Diffusion	OIA/PAI-DK03 & EPA 351.2 REV	1	8	\$40.70	\$40.70
Additional Items					
Environmental Impact Fee		1			\$5.00
Sample Disposal Fee		1			\$3.00



2231 W Altorfer Dr, Peoria, IL 61615
 944 Anglum Rd, Hazelwood, MO 63042
 1805 W Sunset St, Springfield, MO 65807
 4314-A Crystal Lake Rd, McHenry, IL 60050

Analytical Services Quotation

Kevin Whitehouse
 Bloomington, City of
 BLOOMINGTON SW 2020-2021

Printed: 1/2/25
 Effective: 01/01/25
 Expires: 04/30/30

	Bid Total:	\$649.90
--	-------------------	-----------------

Note: This is your official notification of the identification of analyses that have method modifications. These methods are identified by having the word "modified" or "mod" following the method test code. Please contact your Project Manager for additional information.

Quotation is provided based upon Pace Analytical Services, LLC Standard Terms, Conditions and Insurance Coverages.

IC scan by 300.0 consists of:

Sulfate by IC	Orthophosphate as P by IC	Nitrate as N by IC	Nitrite as N by IC	Fluoride by IC
Chloride by IC	Bromide by IC			

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A - LIMITED SOURCE PURCHASE:

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

Vendor Name & # Pace Analytical Services, LLC. #5357

Amount: \$125,000

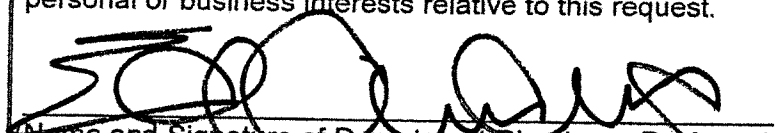
Date: 03/15/2025

Description of item/services: Contracted Laboratory Services for Water Quality Analysis

Justification: The Water Department Laboratory is certified by the Illinois Department of Public Health (IDPH) to perform coliform bacteria (microbiological tests analysis. For chemical analysis, the Laboratory has limited testing capacity, laboratory controls, and specialized instrumentation. The Laboratory has in-house capabilities of analyzing constituents that need to be analyzed immediately (pH, turbidity, alkalinity and hardness) and performs chemical analysis that do not require laboratory controls of compliance testing. Pace Analytical Services, LLC., has an expanded quality control and quality assurance program that allows for reliable and consistent results and specialized instrumentation that can perform more types of testing than our in-house laboratory provides. Pace Analytical Services, LLC., has the certification that allows the Illinois EPA to consider the results valid.

The City of Bloomington has contracted with Pace Analytical Services, LLC., (previously PDC Laboratories) for over 25 years. City staff is requesting that Pace Analytical Services, LLC., be approved for their reliability and close proximity to the Water Treatment Plant at Lake Bloomington due to times when samples must be driven to the Pace Laboratory in Peoria, Illinois. By selecting Pace Analytical Services, LLC., the City is saving time and money for weekly delivery of samples and for those times when staff must deliver samples to Peoria, Illinois. Pace Analytical Services, LLC. is familiar with City water quality issues and delivers data in a quick and timely fashion.

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


(Name and Signature of Department Director or Designee)

4-10-25
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):


Name and Signature of Purchasing Agent or Designee

4/10/2025
Date



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Brenntag Mid-South, Inc., for Robin 120 and Robin 30A. The price per pound for Robin 120 and Robin 30A is unchanged from FY 2025.

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer (Robin 120) is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles (algae, bacteria, silt, possible disease-causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer (Robin 30A) improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles, which have potential health significance, are removed during treatment.

Brenntag Mid-South, Inc., was chosen as a limited source supplier. Each year, staff request competitive bids for most of the annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the water treatment plant, staff determined which polymers work with the specific water quality desired by our water treatment plant.

The current contract with Brenntag Mid-South, Inc., expires on April 30, 2025. Staff are requesting that the proposed contract begin May 1, 2025, and extends through April 30, 2026. The quoted price for both polymers includes delivery fees.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2026 Budget Item. If approved, the City will enter into a a contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,550,000 for all water chemicals in the FY 2026 Proposed Budget. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 97.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 2B Resolution](#)

[WTR 2C Resolution - Exhibit A - Agreement](#)

[WTR 2D Limited Source Justification](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH BRENNTAG MID-SOUTH, INC., Brenntag Mid-South, Inc., AS A LIMITED SOURCE, FOR ROBIN 120 CATIONIC POLYMER, IN THE AMOUNT OF \$1.09 PER POUND, AND FOR ROBIN 30A ANIONIC POLYMER, IN THE AMOUNT OF \$1.62 PER POUND, FOR A TOTAL COST OF \$96,000.

WHEREAS, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City authorized a Limited Source quote from Brenntag Mid-South, Inc., seeking a unit pricing agreement for polymer chemicals used by the City in the water treatment process to meet Illinois Environmental Protection Agency (IEPA) standards in the finished drinking water; and

WHEREAS, after years of bench testing different types of polymers, Robin 120 and Robin 30A polymers performed the best during the treatment process and Brenntag Mid-South Inc. provided the specific polymers that perform best with the water quality characteristics of Lake Bloomington and Evergreen Lake, Brenntag Mid-South Inc., has proposed that on a per-ton delivery cost of \$2,180 (\$1.09 per pound) for Robin 120 and \$3,240 delivery cost per-ton (\$1.62 per pound), and a proposed Agreement is attached as Exhibit A; and

WHEREAS, all purchases under this Agreement will be paid out of the line item for Water Purification-Water Chemicals approved by Council in the Annual City Budget; and

WHEREAS, the Water Department estimates it will spend approximately \$96,000 for the purchase of Robin 120 and Robin 30A polymers in Fiscal Year 2026, but that the required amount, due to varying needs, may exceed the estimated amounts by up to 25%; and

WHEREAS, Staff recommends the Council approve the Agreement and authorize purchases up to \$96,000 in FY 2026; and

WHEREAS, the Council finds that it is in the best interest of the City to approve the Agreement and authorize the purchases as requested.

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 as if specifically stated in full.

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

PASSED this 14th day of April 2025

APPROVED this ____ day of Month 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

THIS AGREEMENT, dated this ___ day of _____, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

 Sara Terry
 bms-bids@brenntag.com

Copy to:
 Ray Sibbitt
 ray.sibbitt@brenntag.com

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Ray Sibbitt
Its Dir. of Municipal Development

By: _____
Its _____
Municipal Contract Specialist

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A - LIMITED SOURCE PURCHASE:

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

Vendor Name & # Brenntag Mid-South, Inc.
#1502

Amount: \$96,000.00

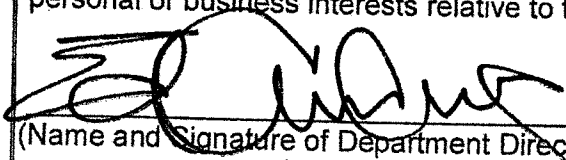
Date: 03/15/2025

Description of item/services: Contract for the purchase of polymers for the period of May 1, 2025 through April 30, 2026.

Justification: Each year, staff requests competitive bids for most of the annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use in the Water Treatment Plant, staff determined which polymers work with the specific water quality desired by our Water Treatment Plant.

The current contract with Brenntag Mid-South, Inc., expires on April 30, 2025. Staff is requesting that the proposed contract begin May 1, 2025 and extend through April 30, 2025. The quoted price for both polymers includes delivery fees.

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



(Name and Signature of Department Director or Designee)

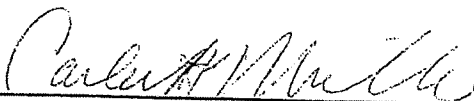
4-10-25

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

4/10/2025

Date



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact and Ward 2

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Pepper Ridge Sidewalk - Route 66 Path Improvements Project (Bid #2025-35), in the Amount of \$160,957.95, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. for the project, which includes installation of a 10-foot-wide, multi-use hot-mix asphalt path at the southwest corner of Morris Avenue and Veterans Parkway. The proposed path will run from the southwest corner of the intersection located within the Illinois Department of Transportation (IDOT) right of way to Greenwood Avenue and will be a part of the Historic Route 66 Trail. This section includes a hot-mix asphalt multi-use path, ramps, curb and gutter, and relocation of an existing handhole.

In addition, the project includes the installation of a new five-foot-wide concrete sidewalk that will connect an existing crosswalk on Danbury Drive near Pepper Ridge Elementary School to existing sidewalks in the Fox Lake Subdivision. This section includes a concrete sidewalk, curb and gutter, and ramps.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 A.M. on Wednesday, March 19, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Two responsible bidders submitted bids on March 19th. Both bidders are local firms; therefore, the Local Preference Policy does not apply. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. The contingency shall be the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on February 10, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with George Gildner Inc., for the Pepper Ridge Sidewalk - Route 66 Path Improvements Project (Bid #2025-35), in the

amount of \$160,957.95. This is included in the FY 2025 Budget at a cost of \$150,000 with a DCEO Grant for the same amount. The City has sufficient budgeted funds available to cover the \$10,957.95 to move this project forward and still be able to draw on the DCEO Grant and be reimbursed for the \$150,000 upon completion of the project. This will be paid out of the Capital Improvement-Sidewalk account (40100100-72560). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 79, 81, 225, 247, 291 and 292.

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A](#)

[ENG 1D Bid Tab](#)

[ENG 1E Location Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR PEPPER RIDGE SIDEWALK - ROUTE 66 PATH IMPROVEMENTS PROJECT (BID #2025-35), IN THE AMOUNT OF \$160,957.95

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with George Gildner, Inc. be approved for the Pepper Ridge Sidewalk – Route 66 Path Improvements Project (Exhibit A), in the amount of \$160,957.75 (“PROJECT”); and

WHEREAS, the PROJECT consists of the installation of a 10-foot-wide, multi-use hot-mix asphalt path at the southwest corner of Morris Avenue and Veterans Parkway (which will run from the southwest corner of the intersection located within the Illinois Department of Transportation (IDOT) right of way to Greenwood Avenue and will be a part of the Historic Route 66 Trail), Americans with Disabilities Act (ADA) compliant sidewalk ramps, curb and gutter, and relocation of an existing handhole; and

WHEREAS, the PROJECT also consists of the installation of a new five-foot-wide concrete sidewalk (which will connect an existing crosswalk on Danbury Drive near Pepper Ridge Elementary School to existing sidewalks in the Fox Lake Subdivision), curb and gutter, and ramps; 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 necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the agreement amount, up to the contingency amount set forth in the agreement, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

Pepper Ridge Sidewalk - Route 66 Path Improvements Project

THIS AGREEMENT, dated this 1 day of April, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

2025-35: Pepper Ridge Sidewalk - Route 66 Path Improvements Project (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2301 Ireland Grove Rd
Bloomington, IL 61702
gildnerinc@aol.com

Copy to:

George Gildner, Inc.
Attn: Gabriel Judd
2301 Ireland Grove Rd
Bloomington, IL 61704
ggildnerinc@aol.com

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its President

By: 
Its Office Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

- The proposed improvements for the Pepper Ridge Sidewalk - Route 66 Path Improvements project include:
- A. PCC Sidewalk removal and replacement along Danbury Drive near Pepper Ridge Elementary School.
 - B. Construction of a new shared-use path connecting Greenwood Avenue to S. Morris Drive adjacent to S. Veterans Parkway (Old Route 66).
 - C. The project includes all necessary removals, earthwork, erosion control, seeding and traffic control.

VENDOR will adhere to all scheduling requirements as set forth in the 03/14/25 Special Provisions document, which shall be incorporated into this agreement. This includes a final completion date of August 1, 2025 for all items. Work on Danbury Drive will be restricted from June 1, 2025 to July 31, 2025.

EXHIBIT B
COSTS/FEES

George Gildner, Inc. Bid #2025-35 Pepper Ridge Sidewalk & Route 66 Path Improvements					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	80	UNIT	\$12.00	\$960.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	104	UNIT	\$30.00	\$3,120.00
20200100	EARTH EXCAVATION	99	CU YD	\$41.25	\$4,083.75
20400800	FURNISHED EXCAVATION	35	CU YD	\$110.00	\$3,850.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	123	CU YD	\$43.90	\$5,399.70
28000400	PERIMETER EROSION BARRIER	487	FOOT	\$3.00	\$1,461.00
28000500	INLET AND PIPE PROTECTION	3	EACH	\$250.00	\$750.00
25000100	SEEDING, CLASS 1	0.2	ACRE	\$27,500.00	\$5,500.00
25000400	NITROGEN FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00
25000600	POTASSIUM FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00
35101700	AGGREGATE BASE COURSE, TYPE B 5"	98	SQ YD	\$20.00	\$1,960.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	437	SQ YD	\$22.00	\$9,614.00
40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	850	POUND	\$3.00	\$2,550.00
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	63	TON	\$295.00	\$18,585.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	712	SQ FT	\$14.50	\$10,324.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	620	SQ FT	\$18.00	\$11,160.00
42400800	DETECTABLE WARNINGS	95	SQ FT	\$45.00	\$4,275.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	56	FOOT	\$15.00	\$840.00
44000600	SIDEWALK REMOVAL	330	SQ FT	\$10.00	\$3,300.00
60260100	INLETS TO BE ADJUSTED	2	EACH	\$600.00	\$1,200.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	56	FOOT	\$85.00	\$4,760.00
60625600	ISLAND PAVEMENT (6")	2	SQ YD	\$200.00	\$400.00
67100100	MOBILIZATION	1	L SUM	\$2,500.00	\$2,500.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	60	FOOT	\$26.00	\$1,560.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	50	FOOT	\$52.00	\$2,600.00
81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	28	FOOT	\$45.00	\$1,260.00
81082770	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 3" DIA.	28	FOOT	\$50.00	\$1,400.00
89500400	RELOCATE EXISTING PEDESTIAN PUSH-BUTTON	1	EACH	\$1,750.00	\$1,750.00
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	1787	FOOT	\$16.50	\$29,485.50
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,000.00	\$5,000.00
X8950215	RELOCATE EXISTING HANDHOLE	1	EACH	\$3,200.00	\$3,200.00
Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$2,000.00	\$2,000.00
Z0022800	FENCE REMOVAL	84	FOOT	\$10.00	\$840.00
COB60620	CONTINGENCY	1	L SUM	\$15,000.00	\$15,000.00
Total					\$160,957.95



EVALUATION TABULATION

ITB - PLA No. Bid #2025-35

Pepper Ridge Sidewalk - Route 66 Path Improvements

RESPONSE DEADLINE: March 19, 2025 at 10:00 am

Report Generated: Tuesday, April 1, 2025

SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$160,957.95
Stark Excavating, Inc	\$189,980.00

BID #2025-35 PEPPER RIDGE SIDEWALK & ROUTE 66 PATH IMPROVEMENTS

Base Bid

Bid #2025-35 Pepper Ridge Sidewalk & Route 66 Path Improvements					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	80	UNIT	\$12.00	\$960.00	\$60.00	\$4,800.00
X	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	104	UNIT	\$30.00	\$3,120.00	\$95.00	\$9,880.00
X	20200100	EARTH EXCAVATION	99	CU YD	\$41.25	\$4,083.75	\$55.00	\$5,445.00
X	20400800	FURNISHED EXCAVATION	35	CU YD	\$110.00	\$3,850.00	\$59.00	\$2,065.00
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	123	CU YD	\$43.90	\$5,399.70	\$53.00	\$6,519.00
X	28000400	PERIMETER EROSION BARRIER	487	FOOT	\$3.00	\$1,461.00	\$3.00	\$1,461.00
X	28000500	INLET AND PIPE PROTECTION	3	EACH	\$250.00	\$750.00	\$230.00	\$690.00

EVALUATION TABULATION

ITB - PLA No. Bid #2025-35

Pepper Ridge Sidewalk - Route 66 Path Improvements

Bid #2025-35 Pepper Ridge Sidewalk & Route 66 Path Improvements					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	25000100	SEEDING, CLASS 1	0.2	ACRE	\$27,500.00	\$5,500.00	\$15,000.00	\$3,000.00
X	25000400	NITROGEN FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00	\$5.50	\$99.00
X	25000500	PHOSPHORUS FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00	\$5.50	\$99.00
X	25000600	POTASSIUM FERTILIZER NUTRIENT	18	POUND	\$5.00	\$90.00	\$5.50	\$99.00
X	35101700	AGGREGATE BASE COURSE, TYPE B 5"	98	SQ YD	\$20.00	\$1,960.00	\$30.00	\$2,940.00
X	35101800	AGGREGATE BASE COURSE, TYPE B 6"	437	SQ YD	\$22.00	\$9,614.00	\$21.00	\$9,177.00
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	850	POUND	\$3.00	\$2,550.00	\$0.01	\$8.50
X	40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	63	TON	\$295.00	\$18,585.00	\$325.00	\$20,475.00
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	712	SQ FT	\$14.50	\$10,324.00	\$15.00	\$10,680.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	620	SQ FT	\$18.00	\$11,160.00	\$18.00	\$11,160.00
X	42400800	DETECTABLE WARNINGS	95	SQ FT	\$45.00	\$4,275.00	\$30.00	\$2,850.00
X	44000500	COMBINATION CURB AND GUTTER REMOVAL	56	FOOT	\$15.00	\$840.00	\$26.00	\$1,456.00
X	44000600	SIDEWALK REMOVAL	330	SQ FT	\$10.00	\$3,300.00	\$2.00	\$660.00
X	60260100	INLETS TO BE ADJUSTED	2	EACH	\$600.00	\$1,200.00	\$870.00	\$1,740.00
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	56	FOOT	\$85.00	\$4,760.00	\$120.00	\$6,720.00
X	60625600	ISLAND PAVEMENT (6")	2	SQ YD	\$200.00	\$400.00	\$710.00	\$1,420.00

EVALUATION TABULATION

Invitation to Bid - Pepper Ridge Sidewalk - Route 66 Path Improvements

EVALUATION TABULATION
 ITB - PLA No. Bid #2025-35
 Pepper Ridge Sidewalk - Route 66 Path Improvements

Bid #2025-35 Pepper Ridge Sidewalk & Route 66 Path Improvements					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	67100100	MOBILIZATION	1	L SUM	\$2,500.00	\$2,500.00	\$11,450.50	\$11,450.50
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	60	FOOT	\$26.00	\$1,560.00	\$51.00	\$3,060.00
X	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	50	FOOT	\$52.00	\$2,600.00	\$105.00	\$5,250.00
X	81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	28	FOOT	\$45.00	\$1,260.00	\$78.00	\$2,184.00
X	81082770	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 3" DIA.	28	FOOT	\$50.00	\$1,400.00	\$82.00	\$2,296.00
X	89500400	RELOCATE EXISTING PEDESTIAN PUSH-BUTTON	1	EACH	\$1,750.00	\$1,750.00	\$2,600.00	\$2,600.00
X	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	1787	FOOT	\$16.50	\$29,485.50	\$16.00	\$28,592.00
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,000.00	\$5,000.00	\$5,180.00	\$5,180.00
X	X8950215	RELOCATE EXISTING HANDHOLE	1	EACH	\$3,200.00	\$3,200.00	\$5,340.00	\$5,340.00
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00
X	Z0022800	FENCE REMOVAL	84	FOOT	\$10.00	\$840.00	\$1.00	\$84.00
Total						\$145,957.95		\$174,980.00

BID #2025-35 PEPPER RIDGE SIDEWALK-ROUTE 66 PATH IMPROVEMENTS

Contingency - This line item in the bid shall be used for unforeseen issues which may arise during the project. Use of the Contingency line item shall be at the City sole discretion and must be pre-approved by the City.

EVALUATION TABULATION
 ITB - PLA No. Bid #2025-35
 Pepper Ridge Sidewalk - Route 66 Path Improvements

Bid #2025-35 Pepper Ridge Sidewalk-Route 66 Path Improvements					George Gildner Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60620	CONTINGENCY	1	L SUM	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Total						\$15,000.00		\$15,000.00

Pepper Ridge Sidewalk

Steppe Ln

Danbury Dr

Project Location

Pepper Ridge Elementary School

Route 66 Trail

S Veterans Pkwy & S Morris Ave 

Project Location 

Springfield Rd

Greenwood Ave

55

S Morris Ave



Google Earth

300 ft

94



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with U.S. Mechanical Services Inc., for Equipment and Installation of a Lochinvar Pool Heater at Holiday Pool, in the Amount of \$55,186, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1a. Budget with adequate resources to support defined services and level of services
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Holiday Pool is located at 800 McGregor Street in Bloomington. Holiday Pool is a very popular community destination for swimmers and swim lessons. The pool features a zero-depth children's pool, a small water slide, a deep water area, a lawn amenity area, and a picnic area with vending machines. The City purchased the pool and park area from the McGregor Corporation in 1970 and it became the City's first public pool which was then named as Holiday Pool. Renovations and upgrades were performed to the pool and park area in 2007.

The current pool heater is a Lochinvar model # CPN1261 and has outlived its useful life. Due to the piping and electrical infrastructure at the pool, to accommodate the existing Lochinvar model, the most economical and efficient replacement is with the updated Lochinvar model # CPN1262. In addition, staff feel it is imperative to stay with Lochinvar, utilizing the updated model, due to familiarity regarding operation and maintenance of the unit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: U.S. Mechanical Services, Johnson Controls

FINANCIAL IMPACT: If approved, the City will enter into agreement with U.S. Mechanical Services Inc., for Equipment and Installation of a Lochinvar Pool Heater at Holiday Pool, in the Amount of \$55,186. Funds totaling \$50,000 were included in the Aquatics-Capital Outlay Equipment Other than Office account (10014120-72140). If approved, a transfer of \$5,186 from the Aquatics-Other Supplies account (10014120-71190) to the Aquatics-Capital Outlay

Equipment Other than Office account (10014120-72140) will be processed. Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 198 and in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on page 95.

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Resolution - Exhibit A - Contract](#)

[P&R 1D Resolution - Exhibit B - Proposal](#)

[P&R 1E Limited Source Justification](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH U.S. MECHANICAL SERVICES INC., FOR EQUIPMENT AND INSTALLATION OF A LOCHINVAR POOL HEATER AT HOLIDAY POOL, IN THE AMOUNT OF \$55,186

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with U.S. Mechanical Services Inc., be approved for the Holiday Pool heater equipment and installation (Exhibit A), in the amount of \$55,186; and

WHEREAS, a proposal is attached (Exhibit B); and

WHEREAS, the Holiday Pool heater will provide heated water Holiday Pool to maintain desirable pool water temperature; and

WHEREAS, the current Holiday Pool heater is a 2004 model and has outlived its useful life; and

WHEREAS, replacing the current Holiday Pool heater with a newer model of the existing heater allows for the most efficient and economical replacement due to existing piping and electrical 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 necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 14th day of April 2025.

APPROVED this ___ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
US Mechanical Services

FOR
Holiday Pool Heater

THIS AGREEMENT, dated this 28 day of March, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and US Mechanical Services (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

- This Agreement was not subject to a formal solicitation process by the CITY.
- This Agreement was subject to the following procurement initiative by the CITY:
_____ (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

- This Agreement does not require the furnishment of any bonds by the VENDOR.
- This Agreement is subject to bonding requirements.
 - i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
 - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

US Mechanical

 PO Box 1571

 Bloomington, IL 61702

 usmechanical@

 frontier.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

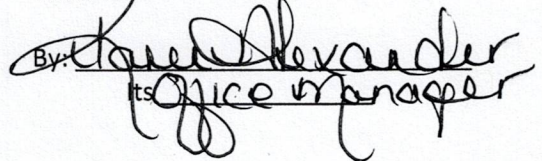
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Office Manager

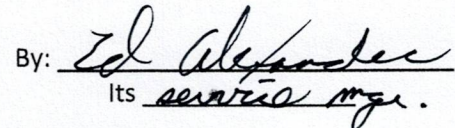
By: 
Its service mgr.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Delivery and replacement of Lochinvar pool heater serial #A06H00182687. Replacement Lochinvar model CPN1262 includes piping, vent pipe, controls and startup.

EXHIBIT B
COSTS/FEES

Total of \$55,186 payable to US Mechanical in the following manner:

1. \$32,000 invoiced for equipment upon arrival.
2. \$23,189 invoiced upon completion of installation and proper operation.

EXHIBIT B

U. S. MECHANICAL SERVICES, INC.

P. O. BOX 1571
BLOOMINGTON, IL 61702
(309) 452-0092 – (309) 452-4962 Fax
usmechanical@frontier.com

PROPOSAL

March 25, 2025

Proposal submitted to **City of Bloomington** for services to be provided at **Holiday Pool, 800 McGregor St., Bloomington, IL** and to be performed by U. S. Mechanical Services Inc., P. O. Box 1571, Bloomington, IL, 61702.

We hereby submit a proposal to replace Lochinvar pool heater serial# A06H00182687. Replacement Lochinvar model CPN1262 includes piping, vent pipe, controls and start up.

Equipment will be invoiced at time of arrival.

We propose hereby to furnish the above specified services for the sum of **\$55,186.00**.

Payment to be made: Net 30 days upon completion.

Authorized Signature: *Ed Alexander*
U. S. Mechanical Services, Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration Or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over And above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and Other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due 45 days upon completion.

Approved authorized signature: _____ Date: _____

Declined authorized signature: _____ Date: _____

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: US Mechanical Services Inc. #311	Amount: \$ 55,186.00	Date: 3/20/2015
--	----------------------	-----------------

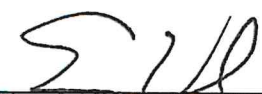
Description of item/service: Replacement and installation of the Lochinvar pool heater at Holiday Pool.

Justification- Explain why this vendor is the only vendor that can perform this work:

The current pool heater at Holiday pool is a 2004 Lochinvar model CPN1261 that has outlived its useful life and needs replaced.

US Mechanical, a local vendor, can secure a Lochinvar similar replacement model, CPN1262. This model is the newest version of the model we currently have at the facility. This model has proven its longevity and meets the long-term operational needs for our department. In addition, the proximity of the local vendor will provide a quick response in the event we have a critical need with the unit. An imperative component for going with the newer version of the current same model is our current staff are knowledgeable on this model which will reduce the need for additional training regarding operating, servicing, and maintenance needed on this equipment.


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

 _____ (Name and Signature of Department Head)	3/21/25 _____ Date
---	--------------------------

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

 _____ Name and Signature of Procurement Designee	3/21/2025 _____ Date
--	----------------------------



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 11 Currency Drive (PIN: 21-15-103-018), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Applicant, FMB Holding, LLC., is requesting approval of a Special Use Permit to allow Vehicle Repair & Service on the property located at 11 Currency Drive.

Summary of Request:

- The proposed Vehicle Repair & Service would occupy a currently vacant space at the multi-tenant property.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- Sufficient off-street parking has been provided.

On Wednesday, March 26, 2025, the Zoning Board of Appeals held a public hearing, found the request met all standards for approval, and voted 5-0-0 to recommend approval of the Special Use Permit to the Council, as submitted, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Sunday, March 9, 2025, and courtesy notices were mailed to 29 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location will generate increased property tax revenues at the property. In addition, the construction materials may generate additional sales tax.

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:
[DSD 2B Ordinance](#)
[DSD 2C ZBA Resolution 2025-02](#)
[DSD 2D Staff Report](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR & SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 11 CURRENCY DRIVE (PIN: 21-15-103-018)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the property located at 11 Currency Drive, legally described in Exhibit A (PROPERTY); and

WHEREAS, said application included a Site Plan, illustrated in Exhibit B (SITE PLAN); and

WHEREAS, the Zoning Board of Appeals (ZBA), after proper notice was given, conducted a public hearing on said request, on March 26, 2025; and

WHEREAS, following said public hearing, the ZBA passed *Zoning Board of Appeals Resolution No. 2025-02*, including findings that the proposed Special Use meets the standards for granting a Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the ZBA voted to recommend that Council pass this Ordinance, with no conditions; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use Permit.

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

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

SECTION 2. The Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the PROPERTY at 11 Currency Drive, legally described in Exhibit A and illustrated on the SITE PLAN set forth in Exhibit B, is hereby approved.

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

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

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

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

PASSED this 14th day of April 2025.

APPROVED this _____ day of April 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

TRACT NO. 1:

LOT 50 IN COMMERCE PARK SUBDIVISION 20TH ADDITION, TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1997 AS DOCUMENT NO. 97-18179, IN MCLEAN COUNTY, ILLINOIS.

TRACT NO. 2:

LOT 56 IN COMMERCE PARK SUBDIVISION 21ST ADDITION, BEING A PART OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 2 EAST, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1998 AS DOCUMENT NO. 98-20135, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

TRACT NO. 3:

LOT 57 IN COMMERCE PARK SUBDIVISION 22ND ADDITION, BEING A PART OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 22, 1998 AS DOCUMENT NO. 98-32039, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-15-103-018

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS RESOLUTION NO. 2025 -02

A RESOLUTION ESTABLISHING FINDINGS OF FACT AND RECOMMENDING APPROVAL OF A PROPOSED SPECIAL USE PERMIT FOR A VEHICLE REPAIR & SERVICE USE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY AT 11 CURRENCY DRIVE

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, a request for a Special Use Permit for a Vehicle Repair & Service Use, for the property located at 11 Currency Drive; and

WHEREAS, the Zoning Board of Appeals of the City of Bloomington (BOARD) is charged by § 44-1707F of the City Code to hold at least one public hearing on any proposed special use permit and report to the Council its findings of fact and recommendations; and

WHEREAS, the BOARD, after proper notice was given, on March 26, 2025, conducted a public hearing on said proposed SPECIAL USE PERMIT to the Zoning Code; and

WHEREAS, during the hearing before the BOARD, testimony was provided in support of adopting the proposed special use permit, generally related to the anticipated low impact of the use in the structure and direct vicinity, servicing a limited number of vehicles; and

WHEREAS, during the hearing before the BOARD, no testimony was provided against adoption of the proposed special use permit; and

WHEREAS, the BOARD shall be report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or the meet standards as specified herein.

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

Section 1. The statements and findings of the Staff Report provided for Case SP-03-25 are incorporated herein by this reference as if specifically stated in full.

Section 2: The BOARD hereby finds that the proposed special use permit *is* in the public interest, taking the following factors into consideration:

That the establishment, maintenance, or operation of the special use *will not* be detrimental to or endanger the public health, safety, comfort, or general welfare.

That the special use *will not* be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

That the establishment of the special use *will not* impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.

That adequate utilities, access roads, drainage and/or necessary facilities *have* been or will be provided.

That adequate measures *have* been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

That the special use *shall*, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

Section 3. The BOARD hereby recommends that the City Council of the City of Bloomington, Illinois, approve the proposed SPECIAL USE PERMIT, *as presented*.

PASSED this 26th day of March 2025.

ZONING BOARD OF APPEALS

Michael Straza

Michael Straza, Chair

CITY OF BLOOMINGTON

Jon Branham

Jon Branham, Staff Liaison



ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: March 26, 2025

CASE NO: SP-03-25, Special Use Permit for Vehicle Repair & Service

REQUEST: Public hearing, review, and action on an application submitted by FMB Holdings, LLC, requesting approval of a Special Use Permit for a Vehicle Repair & Service Use in the B-1 (General Commercial) District, for the property located at 11 Currency Drive. PIN: 21-15-103-018.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow a Vehicle Repair & Service Use in the B-1 (General Commercial) District, per § 44-502B which indicates Vehicle Repair & Service may be permitted as Special Uses in the B-1 District. No waivers to Use Provisions are requested. The Applicant proposes to minimally modify the exterior of an existing building by adding two vehicle bay doors, and the interior to accommodate the proposed use. According to the Applicant, the property will be primarily utilized for vehicle repair for the owner’s affiliated businesses. The space would not be open to the public.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, March 9, 2025. Courtesy notices were mailed to 29 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The total property at 11 Currency Drive consists of three separate PINs, totaling approximately five acres of land, located near the intersection of Commerce Parkway and Currency Drive. There is one separate business located within the existing building currently utilized as a Sports & Fitness Establishment occupying 12,000 square feet. The remaining 10,000 square feet of the space is vacant. Neighboring properties contain a mix of commercial, manufacturing, and residential uses.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	B-1 (General Commercial)	Multi-Family Residential
South	B-1 (General Commercial) / M-2 (County – Manufacturing)	Vehicle Repair & Service / Railroad Property
East	B-1 (General Commercial)	Vacant / General Office
West	C (County - Commercial) / M-1 (County - Manufacturing)	Parking Lot / Trade & Construction Services

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

Subject Code Requirements:

§ 44-502B, "Allowed Uses Table" indicates Vehicle Repair & Service permitted as a Special Use in the B-1 District.

§ 44-1034, Vehicle Repair and Service Use Provisions.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District.

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of a Vehicle Repair & Service Use is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. The proposed use would not be expected to have a negative impact on any current activities at the property or surrounding properties due to the use occupying the south portion of the existing building, which would have closer proximity to the higher intensity uses in the area. The proposed bay doors would face west and the majority of work would occur inside the building. The use is not intended for the public and traffic is not expected to increase. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business-friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. ***Standard is met.***

- 3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. As stated earlier, the use will occupy the southern portion of the existing building, and face towards other higher intensity uses. The uses adjacent to the site include a Vehicle Repair & Service Use to the south and other compatible commercial and manufacturing uses. The residential area to the north of the building

should be minimally affected. No major exterior modifications to the building are planned. The addition of this Use would not result in any violations of § 44-1034A. **Standard is met.**

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

City water and sewer are already available to the property, roadway and sidewalk access is existing. Drainage is serviced by an existing regional basin. **Standard is met.**

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing curbs cut along Currency Drive, which would serve both uses on the site. The Applicant would be required to have a total of six parking spaces for the Vehicle Repair & Service Use (one per each bay), which would be met. The Sports & Fitness Establishment Use is required to have approximately 48 spaces, which is also currently met. **Standard is met.**

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The Use would be required to meet all other standards for the District, including provisions for fencing, screening, landscaping, and exterior lighting. The refuse storage location will be required to be screened accordingly. **Standard is met.**

STAFF RECOMMENDATION

Staff recommends that the Board take the following actions:

Motion to adopt the Draft Resolution, establishing findings of fact that the proposed Special Use Permit is or is not in the public interest, and recommending that City Council approve or deny the proposed Special Use Permit.

Respectfully submitted,
Jon Branham

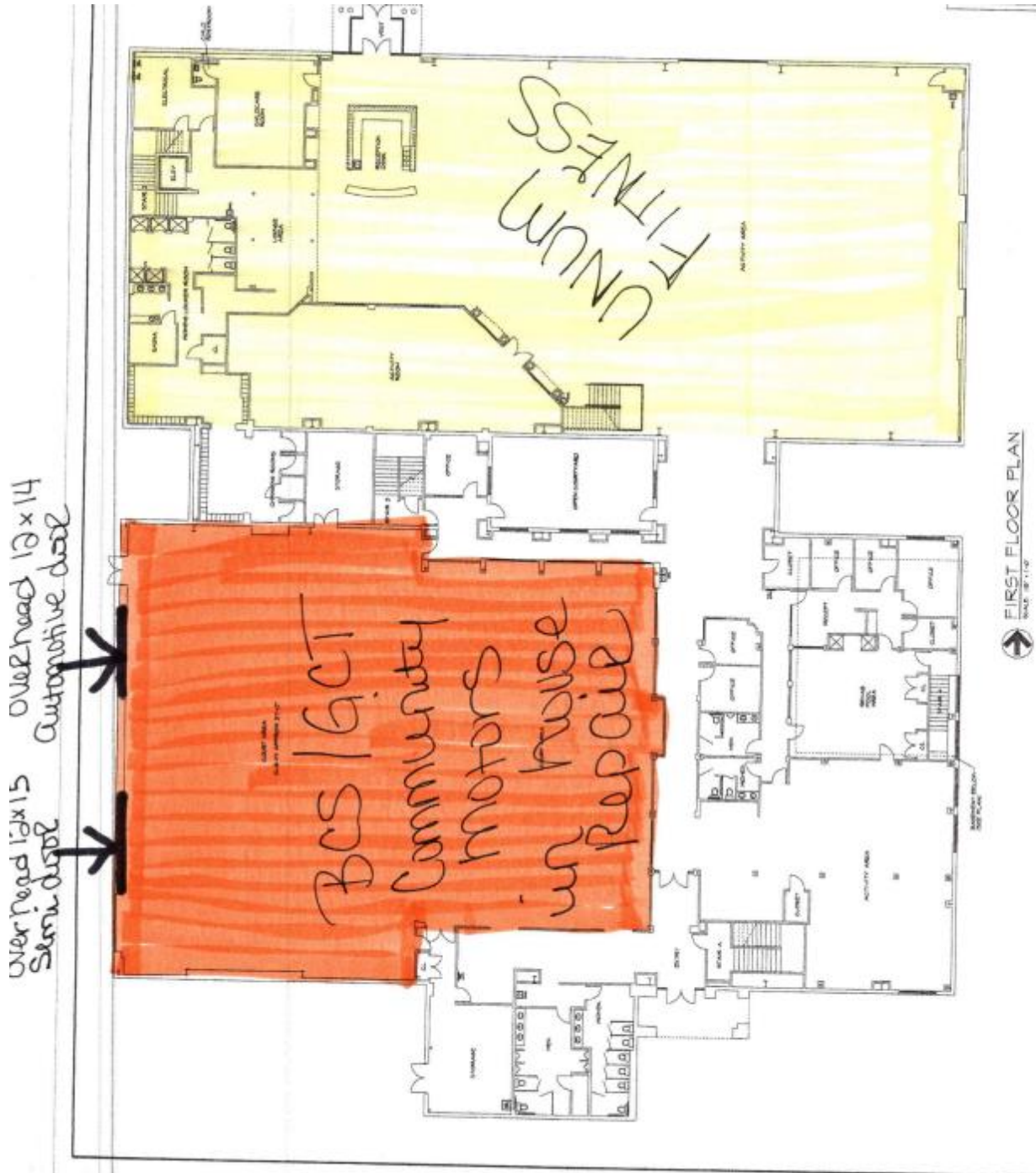
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Site Plans
5. Neighborhood notice map
6. Draft Resolution transmitting the Board's recommendation (Res. No. 2025-02) – separate attachment

Attachment 3 - Ground-Level Views

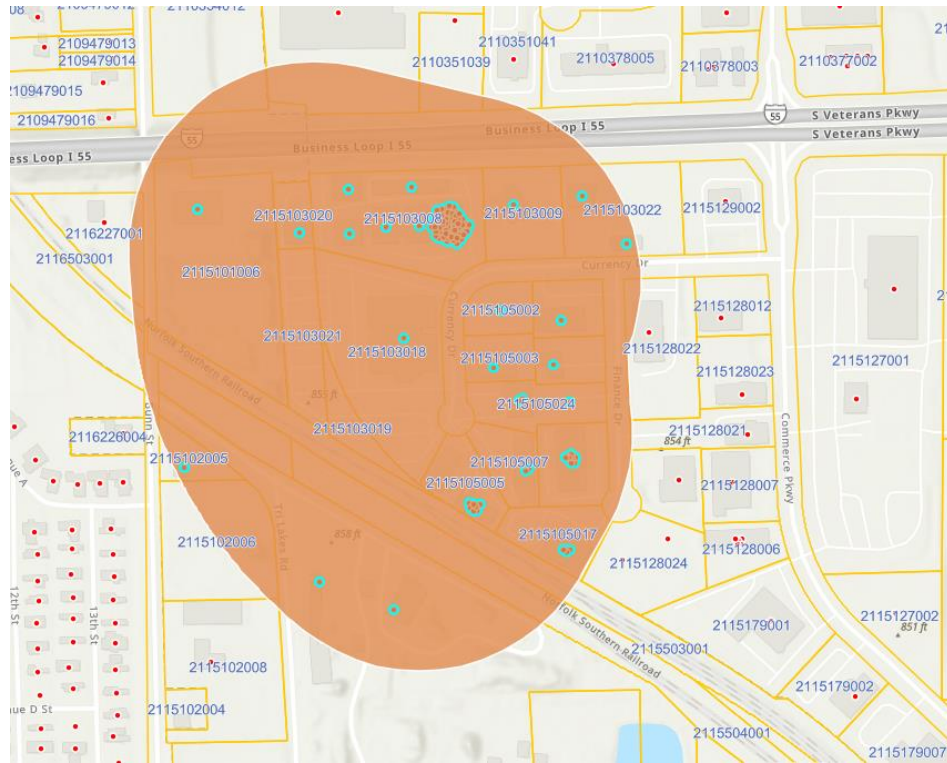


Attachment 4 – Floor Plan / Site Plan





Attachment 5 - Neighborhood notice map



The following item was presented:

Item 5.C. SP-03-25 - Public hearing, review, and action on a request submitted by FMB Holding, LLC, for a Special use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the property located at 11 Currency Drive. PIN: 21-15-103-018.

Mr. Branham presented the staff report with a recommendation for approval. He reviewed the surrounding zoning and land uses. He described the nature of the request, outlining that Vehicle Repair & Service uses require a Special Use Permit in the B-1 (General Commercial) District. He reviewed the property and building history. He noted details of the proposed use, stating the facility would be primarily utilized for vehicle service for the owner's affiliated businesses and that it would not be open to the public. He also reviewed the standards as outlined in the staff report.

Board Chair Straza opened the public hearing.

Joe Dehn (Applicant's Representative) provided further background on the project and explained additional details regarding the site and the proposed operations at the facility.

Board Chair Straza inquired about the Applicant's affiliated businesses that would be serviced by the proposed use. Mr. Dehn stated the Applicant operates a trucking company fleet and auto dealership and those vehicles would be serviced.

Board Member Poling inquired about what types of vehicles would be serviced at the facility. Mr. Dehn provided additional details.

Vice Chair Ballantini inquired whether any vehicle sales would occur at the site. Mr. Dehn stated that sales would not be associated with this facility.

Steven Johnson (Applicant's Representative) stated the facility would be limited to mechanical work on vehicles and that no body work would be performed.

Board Chair Straza noted the structural integrity of the building should be closely monitored and noted a former swimming pool in the former facility which occupied the space had been covered with flooring.

Board Chair Straza closed the public hearing.

The Board reviewed the draft resolution and noted that the proposal met the standards.

Vice Board Chair Ballantini made a motion, seconded by Board Member Zwaga, to adopt the draft resolution, establishing findings of fact that the proposed Special Use Permit is in the public interest, and recommending that City Council approve the request for a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the property located at 11 Currency Drive, as submitted.

Roll call.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Williams
Motion passed.

New Business

Mr. Branham noted that Assistant Planner John Myers had accepted another position and would be leaving the City. He thanks Mr. Myers for his service.

Adjournment

Board Member Harris made a motion, seconded by Board Member Williams, to adjourn the meeting.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Williams
Motion passed.

The Meeting Adjourned at 5:15PM

CITY OF BLOOMINGTON

Michael Straza, Board Chair

Jon Branham, Staff Liaison



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance to Amend Connect Transit's Enacting Ordinance to Expand the Transit System's Service Area, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND:

Connect Transit, the public transportation provider serving the Bloomington-Normal area, operates under a joint ordinance enacted by the City of Bloomington and the Town of Normal. This ordinance outlines Connect Transit's governance, powers, duties, and service area, which is currently limited to the municipal boundaries of the City and the Town.

Connect Transit now has the opportunity to extend service into other parts of McLean County beyond the city and town limits. Expanding transit service into rural areas of the county would enhance mobility options for county residents and increase Connect Transit's eligibility for additional state and federal funding.

Importantly, this expansion would not result in increased funding obligations for either the City of Bloomington or the Town of Normal.

To support this opportunity, both municipalities must approve an amendment to the original joint ordinance. The amendment would:

- Redefine "service area" to include any location within the boundaries of McLean County.
- Clarify that services provided outside the city and town limits will not impact the funding contributions from the City of Bloomington or the Town of Normal.

The Town of Normal approved the ordinance amendment on April 7, 2025. In order for the amendment to take effect, it must also be approved by the City of Bloomington. City staff recommend approval to support the expansion of transit services and unlock additional funding opportunities for the region—at no additional cost to the City. The expansion may also help offset some of the administrative expense associated with Connect Transit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal; Connect Transit

FINANCIAL IMPACT: The proposed ordinance explicitly states that any costs associated with expanded transit service outside the City and Town boundaries will not be borne by either municipality. As a result, adoption of the ordinance is not expected to have any negative financial impact on the City. On the contrary, expanding the service area may help Connect Transit qualify for additional state and federal funding, which could reduce administrative costs and improve overall system efficiency.

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:
[ADM 7B Ordinance](#)

Bloomington Ordinance No.: _____

Normal Ordinance No.: 10022

ORDINANCE TO AMEND CONNECT TRANSIT’S ENACTING ORDINANCE TO EXPAND THE TRANSIT SYSTEM’S SERVICE AREA

WHEREAS, The City of Bloomington (hereinafter “City”) and the Town of Normal (hereinafter “Town”) established the Bloomington Normal Public Transit System (“Connect Transit”) in 1972 under each community’s home-rule and intergovernmental cooperation authority.

WHEREAS, The City and Town amended the operating structure of Connect Transit in 2023 by enacting Bloomington Ord. No. 2023-068 and Normal Ord. No. 5950 (collectively the “2023 Amending Ordinance”).

WHEREAS, The City and Town desire to amend the 2023 Amending Ordinance to allow Connect Transit to provide expanded services outside the City and the Town, and providing that any additional expenses incurred by Connect Transit for this expanded service shall not be the responsibility of the City or the Town.

WHEREAS, The City and Town wish to provide affordable, reliable, convenient, equitable public transportation within the territorial limits of the City and Town, and allow Connect Transit to provide similar, expanded service to other areas of McLean County, for the betterment of all residents and the communities.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON AS FOLLOWS:

and

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The recitals set forth above shall be incorporated into the terms and conditions of this Amendment to the Defined Service Area Found in the 2023 Joint Ordinance Amending the Operating Structure of The Bloomington-Normal Public Transit System (Connect Transit) as if fully set forth herein.

SECTION 2. Section 1 (Definitions), Section 6.1.1. (Routes and services), and Section 10.3 (Funding) of the 2023 Amending Ordinance are amended as shown in Exhibit A, with strikethroughs indicating deletions and bold, underlines indicating additions.

SECTION 3. In all other respects the 2023 Amending Ordinance shall remain unchanged and in full force and effect.

SECTION 4. The clerk of each Municipality is authorized and directed to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance will become effective 10 days after the date of its publication.

SECTION 6. This ordinance is adopted under the home rule authority of each Municipality.

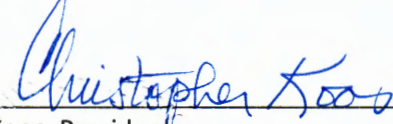
CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

Attest:

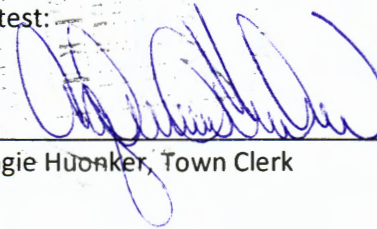
Leslie Smith-Yocum, City Clerk

TOWN OF NORMAL



Chris Koos, President

Attest:



Angie Hunker, Town Clerk

This ordinance was passed by the City of Bloomington on _____ 2025 and adopted on _____ 2025.

This ordinance was passed by the Town of Normal on April 7 2025 and adopted on April 9 2025.

This ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on April 7, 2025, with 7 voting aye; 0 abstaining; 0 voting nay; and 0 absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilman McCarthy	✓			Councilwoman Smith	✓		
Councilman Preston	✓			Councilman Byars	✓		
Councilwoman Lorenz	✓			Mayor Koos	✓		
Councilwoman Harris	✓						

This ordinance was approved by the President on April 7, 2025.

This ordinance was published in pamphlet form on April 9, 2025.

EXHIBIT A

1. Definitions. As used in this ordinance:

...

<u>Extra-Territorial Service Area</u>	<u>Areas within the boundaries of McLean County, except for the Primary Service Area.</u>
<u>Primary Service Area</u>	The combined corporate boundaries of the City and the Town, including the adjacent 3 miles to the corporate boundaries and any other area authorized by both the City and the Town.

...

6. Routes and services

...

- 6.1.1. The Board may, by whatever means it may decide, engage in the business of the transportation of passengers on scheduled and nonscheduled routes within the **Primary Service Area and Extra-Territorial Service Area** and as allowed by State and federal law.

...

10. Funding.

...

- 10.3. Connect Transit shall determine the amount in excess of the System Revenues necessary to fund the System **operations within the Primary Service Area** for the next fiscal year ("**Municipal Funding Amount**"). **The Municipal Funding Amount shall not include any expenses incurred by Connect Transit due to services provided in the Extra-Territorial Service Area.** On or before December 1 of each year, the Board shall provide the city manager of each Municipality a written notification of the estimated Municipal Funding Among for the next fiscal year.

...



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Application from WDOAB, LLC, d/b/a The Atchison, located at 1611 S. Morrissey Dr., Unit 2, Requesting Approval of the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: WDOAB, LLC (Applicant), located at 1611 S. Morrissey Dr., Unit 2, is Requesting Approval for the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License. The space will be used to host various types of events.

After a Public Hearing on March 11, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on March 2, 2025, in *The Pantagraph*. 37 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class EAS Liquor License is \$3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. 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.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 4B Application_The Atchison](#)

[CLK 4C Draft Minutes_The Atchison](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: WDOAB, LLC d/b/a The Atchison

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
- Computer-Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food & Beverage Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL

Current Ownership

- WDOAB, LLC (100%)
 - ^ Phillip Cade, 51%
 - ^ The Lincoln Springs Center, LLC, 10%
 - ^ Paul Halvorsen, 10%
 - ^ Building Shelton, LLC – Series, LLC, 3%
 - ^ Shares Left to Sell, 26%

Items Due Before License Issuance

- Bond
- Certificate of Liquor Liability Insurance
- Development Services Dept. Inspection
- Bloomington/Normal Amusement Tax Forms

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	WDOABLLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	The Atchison
Legal Entity Address <i>(including City, State, and Zip)</i>	1611 Morrissey Dr. Bloomington IL, 61704 Unit 2
Legal Entity Phone Number	1-309-660-2251
Legal Entity Email Address	philwdoabllc@gmail.com
Establishment Address including Zip	1611 Morrissey Dr. Bloomington IL, 61704 Unit 2
Establishment Phone Number	1-309-660-2251
Establishment Email Address	philwdoabllc@gmail.com
*Email Address for ALL City Communications:	philwdoabllc@gmail.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
Phillip Cade	Normal	IL	61761
Phone Number	Email Address		
██████████	philwdoabllc@gmail.com		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

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

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

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

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

Status of Business Information:

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

<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Limited Liability Company (LLC) <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> Partnership (Date of Formation: _____) <input type="checkbox"/> Corporation (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 No N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

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

- I verify that all owners, partners, officers, members, and majority stockholders:

<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 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) Venue for weddings, celebrations and music
- What class of liquor license is being sought? (See descriptions beginning on page 1.) EA
- Yes No Will the establishment offer Sunday Sales?
- Yes No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 Our venue will need to be able to sell to our brides and other customers
- If approved, how would the liquor license benefit the City and its residents? _____
 We offer a unique space for all kinds of events that would bring entertainment and tax money to the
- Yes No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
 We will have bands and dj's.
- Yes No Will the proposed or current establishment sell food?
- Yes ~~XXXX~~ 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?*
ENTERTAINMENT RENTAL AND FOOD SERVICES
- If approved, what license renewal billing cycle would be preferred? Annual Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8 AM	11 PM
Tuesday:	8 AM	11 PM
Wednesday:	8 AM	1 AM
Thursday:	8 AM	1 AM
Friday:	8 AM	1:30 AM
Saturday:	8 AM	1:30 AM
Sunday:	8 AM	11 PM

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
2 car dealerships, 1 gas station, 2 small strip malls, 2 restaurants out of business, another bar, no
 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
7-8
 2B. Is the area predominately residential, are they single or multi-family homes?
There are none
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
Morrissey Dr. and Veterans
- How much additional traffic is expected to be generated with a liquor license? _____
Not much, it is already a busy intersection
- Describe any and all on- and off-street parking: _____
Zero on street parking, all of the parking will be on the property.
- 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? *Applicant selected N by mistake.*
- 4. Yes No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: A few of our investors have a liquor license for the Station Saloon in Bloomington and Downs
- 5. Yes No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
- 6. Yes No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
- 7. Yes No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
- 8. Yes No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- Yes No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Phillip Cade

 Name (Please Print)

Owner

 Title
 1/7/2025

 Date

VENUE 309 1611 MORRISSY DR, UNIT B BLOOMINGTON, IL 61704

SCOPE OF WORK

SCOPE OF WORKS:
THE WORK OF THIS PROJECT IS TO CREATE A PLAN FOR THE INTERIOR REMODEL OF UNIT B PORTION OF 811 MORRISSY DR. THE WORK AREA IS 8000 SQUARE FEET.
ARCHITECTURAL AND ELECTRICAL PLANS SHALL BE INCLUDED IN THIS WORK.

DRAWING INDEX

Sheet Number	Sheet Title
6 - General Notes	TITLE SHEET
7 - Architectural	ADA INFORMATION
A - Architectural Plans	ARCHITECTURAL SITE PLAN
A01	EXISTING FLOOR PLAN
A02	FLOOR PLAN
A03	LIFE SAFETY PLAN
A04	ELECTRICAL PLAN
E - Electrical	
E01	

WE HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL DRAWING OR DESIGNATED AREA WAS PREPARED BY ME OR I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: _____
NAME: RUSSELL T. ARDRESE
LICENSE NUMBER: 11187024
EXPIRES: 12/31/2024

PAGES OF DIVISIONS COVERED BY THIS SUBMITTAL: _____



EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON ST., SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 MWMEA-AD-NET
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-007110

VENUE 309
1611 MORRISSY DR, UNIT B
BLOOMINGTON, IL 61704

DATE: 2024.08.22
SCALE: AS NOTED
DRAWN: JTM
JOB: 24-091
SHEET: 11 OF 11
TITLE SHEET
S100-EA

PLANS FOR CONSTRUCTION
UPDATED: 2024.08.22

CURRENT CODES

- THESE PLANS HAVE BEEN DESIGNED WITH THE INTENTION OF FULL COMPLIANCE WITH THE FOLLOWING CODES:
- ILLINOIS STATE PLUMBING CODE 2014
 - NATIONAL ELECTRIC CODE 2023
 - INTERNATIONAL MECHANICAL CODE 2021
 - NFPA 101 LIFE SAFETY CODE 2021
 - INTERNATIONAL ENERGY CONSERVATION CODE 2021
 - INTERNATIONAL FIRE & FUEL GAS CODES 2021
 - INTERNATIONAL ENERGY CONSERVATION CODE 2021
 - INTERNATIONAL MECHANICAL CODE 2021
 - INTERNATIONAL PLUMBING CODE 2021
 - ICC ANTI-ACCESS STANDARDS 2021

PROJECT INFORMATION

AUTHORITY HAVING JURISDICTION (A.H.J.): CITY OF BLOOMINGTON	
ZONING: BL16EN COMMERCIAL	OCCUPANCY CLASS: A-2
CONSTRUCTION TYPE: V-B	
GROUND FLOOR SURFACE AREA (G.F.S.A.): 18,200 SF	CONSTRUCTION TYPE: V-B
G.F.S.A. ALLOWED BY CODE: 24,000 SF	
TOTAL BUILDING AREA (T.B.A.): 18,200 SF	
WORK AREA: 8,000 SF	
ADDITIONAL WORK AREA: 0 SF	
BUILDING HEIGHT: 20' 0"	
STORIES ABOVE GRADE: 1	ALLOWED: 2

6101
SHEET

ADA INFORMATION

24-C91

DATE: 2024.09.22

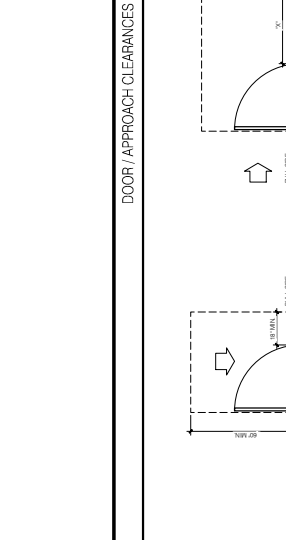
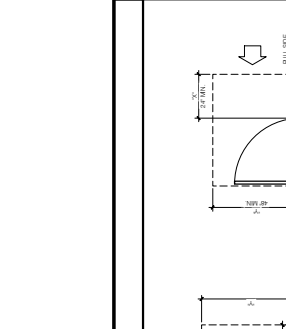
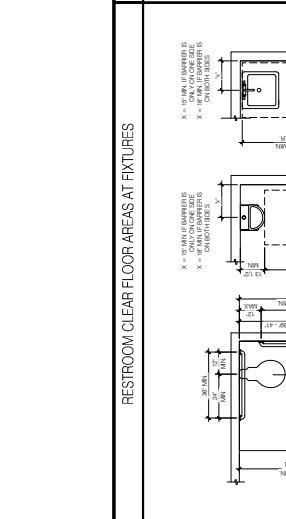
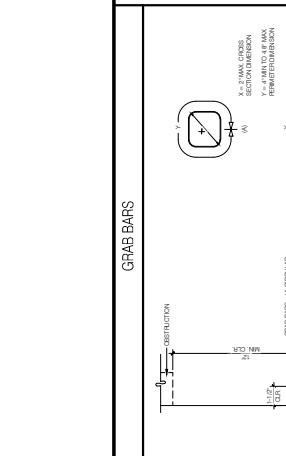
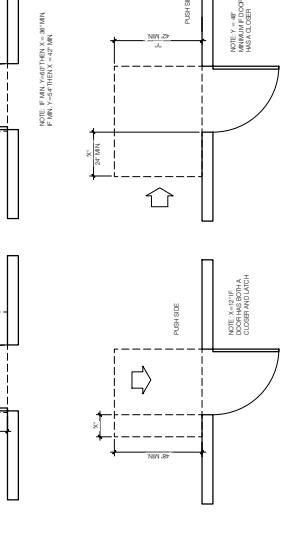
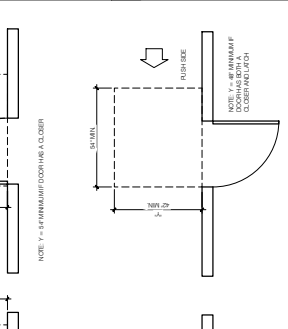
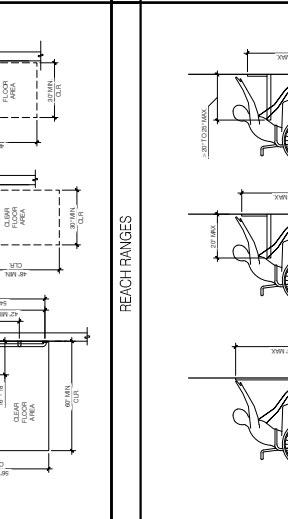
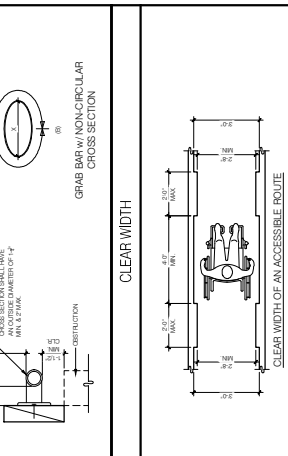
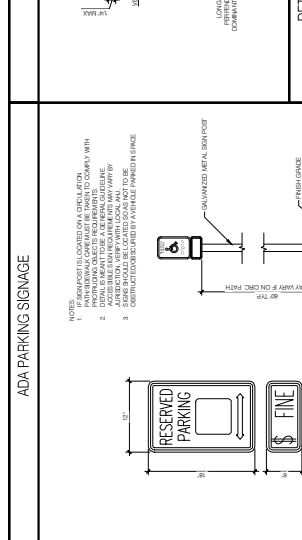
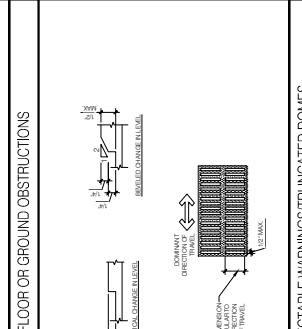
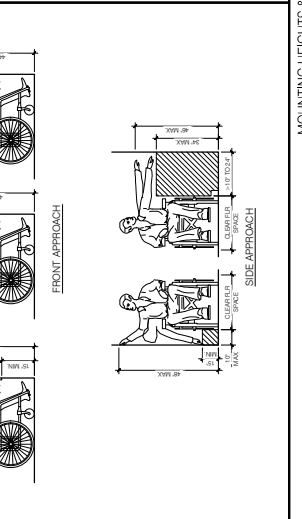
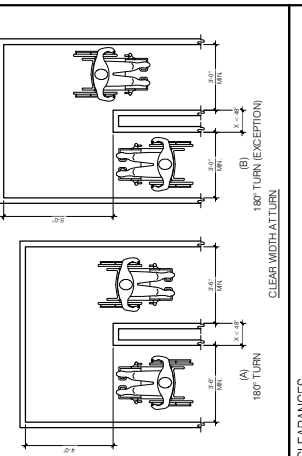
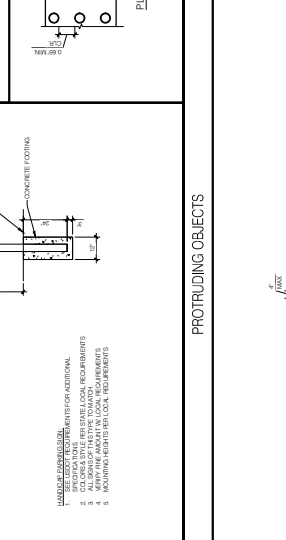
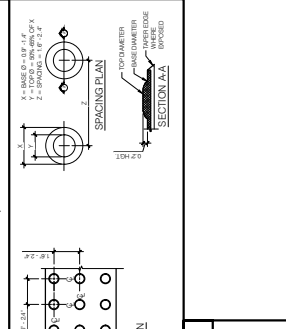
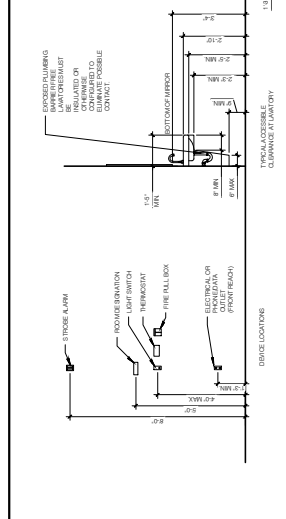
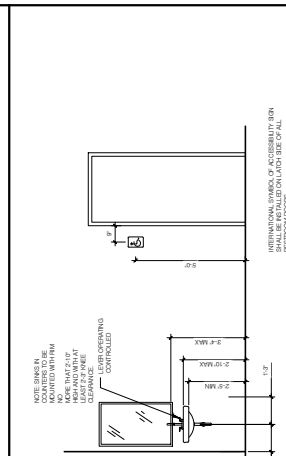
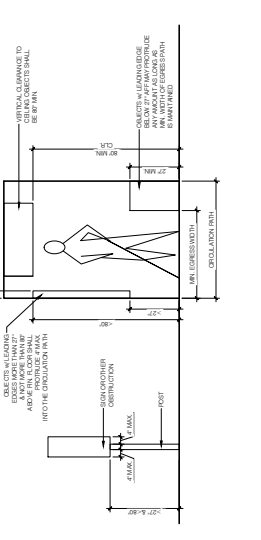
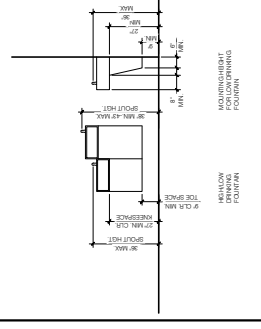
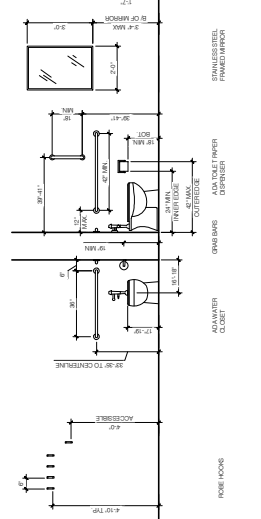
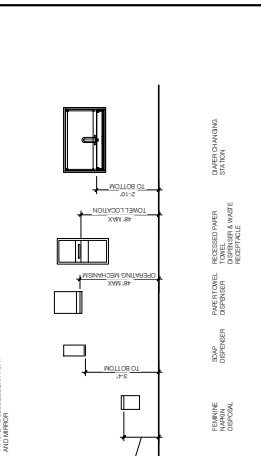
SCALE: AS NOTED

PROJECT: UTM

DATE: 2024.09.22

VENUE 304
161 MORRISSEY DR, UNIT B
BLOOMINGTON, IL 61704

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON ST., SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 MWEA-AD-NT
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-007110

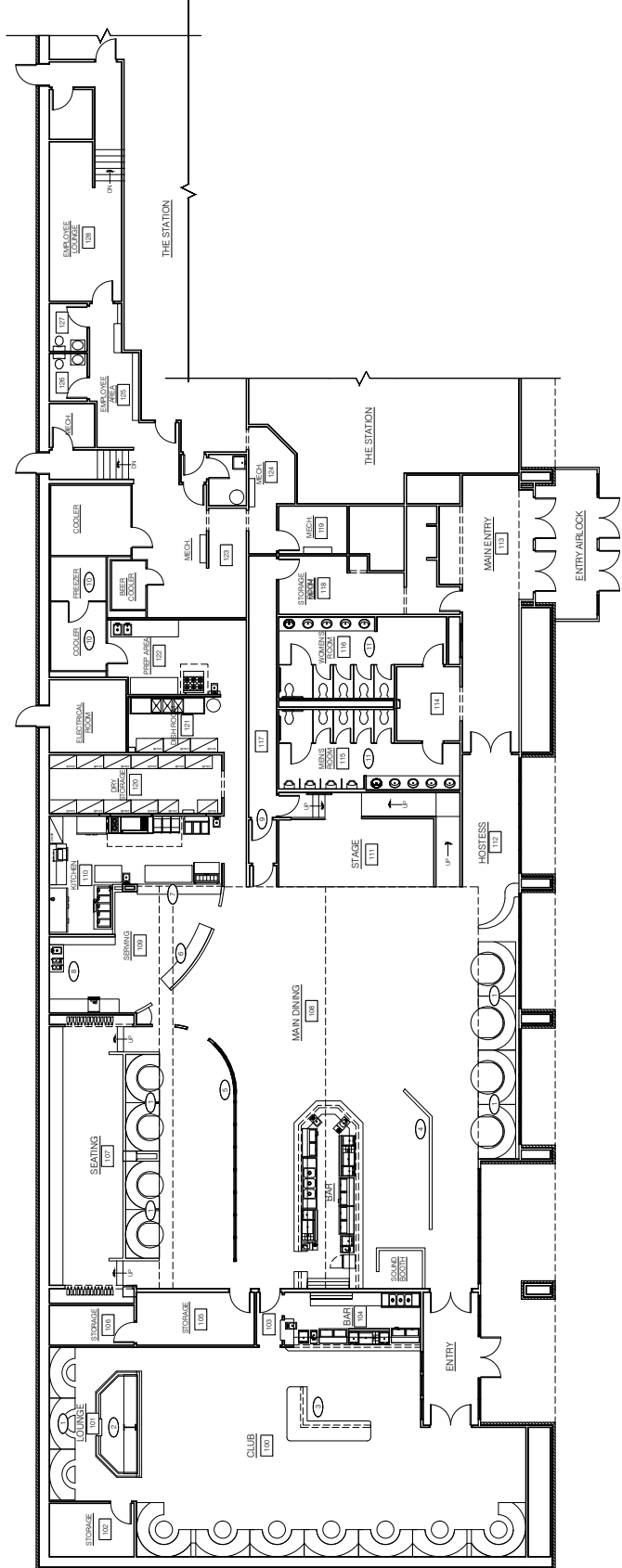


DATE: 2024.09.22
 SCALE: AS NOTED
 DRAWN BY: JTM
 JOB NO: 24-091
 SHEET: A102
 EXISTING FLOOR PLAN

VENUE 304
 161 MORRISSEY DR, UNIT B
 BLOOMINGTON, IL 61704

EA ARCHITECTURE & DESIGN, INC.
 802 N. CLINTON ST., SUITE 1
 BLOOMINGTON, ILLINOIS 61701
 PHONE: (309) 663-7111 MW/EA-AD.NET
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-007110

- DEMOLITION KEYED NOTES**
- ROOMS TO BE REMOVED
 - BUILT UP SEATING TO BE REMOVED
 - EXISTING PARTITION WALL
 - EXISTING LOW WALL TO BE REMOVED
 - LOW WALL TO BE REMOVED
 - PARTITION WALL TO BE REMOVED
 - COUNTER & LOW WALL TO BE REMOVED
 - COUNTER REMOVED & OPEN WALLS TO KITCHEN TO BE FILLED
 - ALL EQUIPMENT TO BE REMOVED WITHIN THIS AREA
 - DOOR TO BE REMOVED
 - REMOVE COOLER & FREEZER
 - ALL PICTURES & FINISHES TO BE REMOVED AT RESTROOMS



EXISTING FLOOR PLAN
 1/8" = 1'-0"

NO.	DATE	REVISIONS

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from WDOAB, LLC, d/b/a The Atchison, located at 1611 S. Morrissey Dr., Unit 2, Requesting Approval of the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 5:04 p.m.

Phillip Cade, Owner of WDOAB, LLC (Applicant), after being sworn, addressed the Commission. Mr. Cade explained that the venue was available for rent for various events such as weddings, bar mitzvahs, and other celebrations.

Commissioner Mwilambwe asked about the hours of operation. Mr. Cade explained that days and times of operation would vary widely based on when events were held. He noted events could start as early as 10:00 a.m. or as late as 10:00 p.m., with some events ending as late as 2:00 a.m.

Commissioner Mwilambwe asked if staff would be BASSET certified. Mr. Cade answered yes and explained that multiple staff were already trained and that they would require anyone handling liquor to also be certified. Commissioner Mwilambwe asked how many BASSET-certified employees would be working at one time. Mr. Cade explained that they would have at most three working front of house and would increase depending on event size. He explained the current plan was not to serve alcohol at tables but for attendees to come to the bar.

Commissioner Mwilambwe asked venue capacity. Mr. Cade stated they had been approved for 500 but that they did not anticipate having that many people at an event.

Asst. Corporation Counsel George Boyle asked if there was a kitchen on the premises. Mr. Cade answered yes.

Commissioner Poondru asked about plans for ensuring no underage drinking occurred. Mr. Cade explained that they hire Centennial Protective Service, a security company, who would card people at the door, and that they would use wristbands for those 21 and over, and place stickers on those under 21. He noted that bartenders would also re-check IDs and limit drink purchases, usually to two drinks at a time, depending on the event. He shared an example of a recent event where they also had security roaming the event to ensure compliance. He stated that they were open to improving their system if the Commission had other ideas but that they believed their current approach worked well.

Leslie Yocum, City Clerk, asked Mr. Cade to clarify if when he used the term “stickers” to mark those who were underage, he meant to say “stamps”. Mr. Cade concurred.

Mr. Boyle asked if Mr. Cade had experience working in places that served alcohol. Mr. Cade noted he had been in the food and beverage industry for 30+ years and had worked with liquor licenses in various establishments. He discussed his experience catering at ISU (Illinois State University) and bartending at the Pure Marquette in Peoria.

Mr. Boyle asked if Mr. Cade had been in contact with the City’s Finance Department about taxes owed. Mr. Cade confirmed he had been in contact with them and he was working to ensure the business was compliant. Mr. Boyle asked that if a permit for license were to be approved, it be made contingent on taxes being paid current.

Asst. Police Chief Paul Williams asked if security cameras were installed inside the building or in the parking lot. Mr. Cade answered no but noted that they were budgeting for them in the future. Asst. Chief Williams then asked if they planned to have parties in the parking lot. Mr. Cade shared that they planned to at some point, but that they weren’t ready to take on parties

like that currently. Commissioner Mwilambwe noted they would need to apply for an Extension of Premise permit at that point.

Ast. Chief Williams expressed concerns about potentially large unauthorized events and warned that venues sometimes would be rented for a smaller party, but the event would end up attracting hundreds to thousands of people. He noted that such events had historically led to shootings and could create dangerous situations where the venue owner would lose control. He emphasized that incidents of this nature had increased in recent years, particularly surrounding parties, and stressed the importance of being diligent about who would be renting the space. Mr. Cade explained that they use a careful vetting process. He noted they had worked with Brett Sams, a local security company owner, who maintained a list of problematic renters. He shared a recent instance where, after they conducted social media research, they denied a 21-year-old's birthday party request where the renter planned to invite 200-300 people. He added they would be consulting their security contact about potential renters' reputations and past event histories. Asst. Chief Williams reminded Mr. Cade liability would fall to the business if an event was out of control.

Commissioner Mwilambwe asked if managers or owners would be on site during events. Mr. Cade answered yes and explained that their primary goal was to avoid random bookings and focused on private, controlled events. He emphasized that they hoped to primarily host banquet-style events, meetings, and private rentals, rather than large public events. He explained that while they would need to generate income as a new business, they preferred a more controlled, upscale approach.

Commissioner Mwilambwe asked if anyone present would like to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:19 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council contingent on taxes being paid.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Poondru

Motion carried.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Bloomington Lodge 281 B.P.O.E. of U.S.A., Inc., d/b/a Bloomington Elks Lodge #281, located at 608 W. Seminary St., Requesting Approval of a Decrease in Classification from a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) to a Class CBS (Clubs, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 5:21 p.m.

Michael Fowler, Secretary of Bloomington Lodge 281 B.P.O.E. of U.S.A., Inc. (Applicant), after being sworn, addressed the Commission. Mr. Fowler explained that the lodge was a private fraternal group that met monthly, hosted dinners for members and families on select days, and provided space for the Bloomington Shriner's Club. He discussed their decline in liquor sales and attributed it to their decline in membership by more than 30 members since 2017. He shared that the decision to request a reduction in their liquor license classification was based on the cost of the license versus their actual sales.



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Application from Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 S. Eldorado Rd., Requesting Approval of Change in Parent Company for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: Red Lobster Hospitality, LLC (Applicant), located at 1714 S. Eldorado Rd., is Requesting Approval of Change in Parent Company for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. The company emerged from bankruptcy on September 5, 2024, resulting in the requested changes.

Current Ownership Structure: Red Lobster Management, LLC (Parent Company) Red Lobster Hospitality, LLC (Licensee) Officers (0% Ownership): Horace Dawson III, Norma I. Rivera, and Craig Pollells

Proposed Ownership Structure: RL Investor Holdings, LLC (Parent Company) Red Lobster Hospitality, LLC (Licensee) Officers (0% Ownership): Oludamola I. Adamolekun, Norma I. Rivera, Morgan J. McClure, and Andrew P. Robbins

After a Public Hearing on March 11, 2025, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on March 2, 2025, in *The Pantagraph*, as well as 26 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. 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.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application_Red Lobster #0130](#)

[CLK 3C Draft Minutes_Red Lobster #0130](#)

City Clerk Requirement Verification Memo

To: City Council Review

Re: Red Lobster Hospitality, LLC d/b/a Red Lobster #0130

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter Detailing Change
- Memorandum of Lease Agreement
- Organizational Chart
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA/Assumed Name Registered with the State of IL/McLean County
- Bond
- Certificate of Liability Insurance

Current Ownership

- Red Lobster Management, LLC (Parent Company)
 - ^ Red Lobster Hospitality, LLC (Licensee)
 - Officers (0% Ownership)
 - Horace Dawson III;
 - Normal I. Rivera; and
 - Craig Pollells

Proposed Ownership

- RL Investor Holdings, LLC (Parent Company)
 - ^ Red Lobster Hospitality, LLC (Licensee)
 - Officers (0% Ownership)
 - Oludamola I. Adamolekun;
 - Normal I. Rivera;
 - Morgan J. McClure; and
 - Andrew P. Robbins

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Red Lobster Hospitality, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Red Lobster #0130
Legal Entity Address <i>(including City, State, and Zip)</i>	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	RLlicensing@redlobster.com
Establishment Address including Zip	714 S Eldorado Rd, Bloomington, IL 61704-6003
Establishment Phone Number	(309) 663-9405
Establishment Email Address	RLlicensing@redlobster.com
*Email Address for ALL City Communications:	RLlicensing@redlobster.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
Joyce Leonardi	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	RLlicensing@redlobster.com		

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

Name (First & Last)	City	State	Zip
Corporate Creations Network Inc.	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
John Edward Walters IV	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

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

Liquor License Fee Chart (cont.)

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

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

Status of Business Information:

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

<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Limited Liability Company (LLC) <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> Partnership (Date of Formation: _____) <input type="checkbox"/> Corporation (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 No N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

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

- I verify that all owners, partners, officers, members, and majority stockholders:

<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 type="checkbox"/> Yes	<input checked="" 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.) RAP
- Yes No Will the establishment offer Sunday Sales?
- Yes No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Existing business with secondary liquor sales.
- If approved, how would the liquor license benefit the City and its residents? Continued restaurant service will encourage tourism and ensure steady jobs for existing employees.
- 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? Retail 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.)
Residential and Commercial mix.
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8AM-10PM
 - Is the area predominately residential, are they single or multi-family homes?
No, predominately commercial.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Entrance and Exit off of Eldarado RD, two-way with no street parking.
- How much additional traffic is expected to be generated with a liquor license? None, pre-existing restaurant.
- Describe any and all on- and off-street parking: Private parking lot surrounding the premises.
- 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: National retail restaurant chain.
- 5. Yes No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
- 6. Yes No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
- 7. Yes No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
- 8. Yes No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- Yes No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- Yes No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*
- Yes No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- Yes No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- Yes No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

- 1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
- 2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
- 3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
- 4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
- 5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Norma I. Rivera

Name (Please Print)



Vice President - Alcohol Licensing

Title

01/14/2025

Date

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 S. Eldorado Rd., Requesting Approval of Change in Parent Company for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 5:27 p.m.

Sarah Stigall (Powell Junia P.C.), Legal Representative of Red Lobster Hospitality, LLC (Applicant), and John Walters, General Manager of the Bloomington Red Lobster location, after being sworn, addressed the Commission. Ms. Stigall explained that Red Lobster had emerged from bankruptcy in September 2024, which resulted in a change of parent company and corporate officers. She noted that the licensee and daily operations would remain the same. Mr. Walters stated that Marion Capron, a restaurant supervisor with over 40 years of experience, had been made Keyholder Manager to fulfill the City's requirement of a McLean County resident being on record for emergencies and contact.

Asst. Police Chief Paul Williams asked that updated contact information be shared with the Police Department. Ms. Stigall stated that the contact information would remain the same.

Building Official Chris McAllister requested that if locks on any doors were changed, the keys in the KNOX box be updated as well. Ms. Stigall confirmed that locks would remain the same as well.

Commissioner Mwilambwe asked if anyone present would like to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:30 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Poondru, to positively recommend the Item to Council.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Poondru

Motion carried.

The following item was presented:

Item 5. E. Review Sanctions on a Citation Issued to Grand Café, LLC d/b/a Grand Café, located at 2205 E. Oakland Ave., Suite A2, for Violating Chapter 6, Section 37(e)(12) of the Bloomington City Code Relating to Failure to Pay Food and Beverage Tax.

Asst. Corporation Counsel Boyle discussed the sanctions hearing for Grand Café, LLC, regarding unpaid taxes. He noted that there was currently a tax agreement in effect with partial payment and one more payment due. and asked that the hearing be continued to the April 8, 2025, Liquor Commission meeting. He explained that at that time, taxes were expected to be current, and there would be an \$800 fine to be paid by April 30, 2025. He noted that the establishment had already been provided notice about these terms.

Commissioner Mwilambwe continued the Item to the April 8, 2025, Liquor Commission Meeting.

The following item was presented:

Item 5. F. Nature and Extent of Sanctions to be Imposed on TVEO Corporation, d/b/a Eric's Too, located at 921 Maple Hill Rd., for Sale of Alcohol when License was Suspended.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on a Resolution Recognizing the Contributions of Mr. Kevin Kothe to the Bloomington-Normal Community with the Honorary Designation of the 300 Block of Garfield Drive as Kevin Kothe Drive, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the 300 Block of Garfield Drive will receive an Honorary Designation as Kevin Kothe Drive, and the Public Works Department will purchase and install the necessary signage. As this is an honorary designation, the street will legally remain as Garfield Drive and addresses of properties will not be affected. The designation will remain in place for a period of 10 years. Signs will be placed at each end of the block at the intersections at Northway Lane and Bradley Drive. The proposed designation recognizes the contributions of Mr. Kothe to the Bloomington-Normal Community. The requested block was chosen as it is the location of Mr. Kothe's childhood home where his two sons currently reside.

Mr. Kothe will be retiring from the City of Bloomington later this month after serving his hometown of Bloomington, Illinois, for over 37 years in the Public Works and Engineering fields. A graduate of Bloomington High School and the University of Illinois-Urbana-Champaign, he began working at the City in 1988 in traffic engineering, progressing to roles as Civil Engineer, Information Systems Engineer, Design Engineer, City Engineer, and ultimately the Director position of first the Public Works Department and then the Department of Operations and Engineering Services.

As a licensed Professional Engineer, he has designed public improvements including roads, traffic signals, sewer, and water infrastructure. He implemented many projects including:

- Received and organized digital data from 1995 aerial photographs providing the initial foundation for the City's current GIS (Geographic Information System) - and was involved with the start of the Mclean County GIS serving initially on the Technical Committee and then later the Policy Committee.
- Developed a data management system to manage and maintain digital archives of record drawings and plats that is still in use 30 years later.
- Assisted with the implementation of the current county-wide addressing system needed

for the implementation of the E911 system in the mid 1990's.

- Managed the first LAN (Local Area Network) at the City.

Moving into engineering manager roles as City Engineer and Director, he oversaw the implementation of a GIS-based pavement rating system and the award-winning sidewalk rating system. He was involved with numerous studies, reports, and master plans for public infrastructure from sidewalks to bike facilities to sewer and stormwater master plans, and long-range transportation plans. Many of those studies received recognition for engineering and development from state and national organizations.

Mr. Kothe enjoys learning and using his knowledge and experience to develop innovative solutions. He acquired a vast knowledge of the City's infrastructure and history over the years and is always willing to share the background to why things developed the way they did in our community. He has been involved in the planning, design, and construction of many infrastructure projects and programs through the years. He finds great satisfaction sometimes in even the little improvements that can make a big difference such as changing the pavement markings on a street after a resurfacing that ends up improving traffic flow and reducing crashes.

He has been active in the local chapter of the Illinois Society of Professional Engineers ("ISPE") serving in various roles, including chapter president, and as the chapter newsletter editor for the past 25 years. He has promoted the importance of math in schools helping with the local MATHCOUNTS competition for more than two decades. Mr. Kothe received the Illinois Government Engineer of the Year Award in 2015 and the Outstanding Chapter Member Award in 2011 from ISPE.

He has also been very active in his local church, Christ Lutheran Church, where he has served as President, Elder, and head Trustee, as well as being active in community outreach. Kevin was also a supporter of the local 4H when his two sons were active in the organization. He has mentored countless individuals in Engineering and other departments of the City to help them grow and advance their own careers.

Mr. Kothe served under five City Managers, including Herman Dirks, Tom Hamilton, David Hales, Tim Gleason, and Jeff Jurgens, as well as five Mayors, including Jesse Smart, Judy Markowitz, Steve Stockton, Tari Renner, and Mboka Mwilambwe. During his time, the City's population grew by 50%, from 52,000 to over 78,000. The size of the City expanded by more than 70%, from 16.2 square miles to 27.8 square miles.

Attached is a summary of his career highlights working at the City of Bloomington and a historical newspaper article illustrating Mr. Kothe's work on helping lay the foundation for the area's GIS.

The City periodically receives requests from the public for honorary street sign designations to recognize individuals, organizations, and/or events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City. Staff developed a policy and application to formally accept, review, and take action on such requests in a transparent and consistent manner. The Honorary Street Name Policy ("Policy") was adopted by Council in November 2022 and is available on the City website.

In accordance with the City's Policy, the application was preliminarily reviewed by a five-

member panel consisting of the Mayor, one member from the Engineering Department, one member from the Development Services Department, and two members from the community at large as assigned by the Mayor. The panel concurred that the application met the intent and qualifications of the Honorary Street Designation program and has advanced the request to Council for approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The direct financial impact is limited to the cost of making and installing the four street name signs. There is typically a \$200 application fee to help defray these costs; however, since this application was a City initiative, this fee will not be collected in this instance. Signs are paid for out of the Street Maintenance-Street Name Sign account (10016120-71093). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 301.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A - Career Highlights and News Article](#)

[ENG 1D Application](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF MR. KEVIN KOTHE TO THE BLOOMINGTON-NORMAL COMMUNITY WITH THE HONORARY DESIGNATION OF THE 300 BLOCK OF GARFIELD DRIVE AS KEVIN KOTHE DRIVE

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

WHEREAS, the City desires to recognize individuals, organizations, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS, Mr. Kevin Kothe has spent his 37-year career at the City of Bloomington, serving as Traffic Technician, Civil Engineer, Information Systems Engineer, Design Engineer, City Engineer and ultimately rising to the Director position of first the Public Works Department and then the Department of Operations and Engineering Services; and

WHEREAS, Mr. Kothe was instrumental in designing and implementing numerous public improvements including roads, traffic signals, sewer and water infrastructure, and providing key roles in developing projects such as the area's Geographic Information System ("GIS") database and E911 addressing system, internal City data management system of record drawings and plats, and managing the City's first Local Area Computer network; and

WHEREAS, Mr. Kothe oversaw the implementation of a GIS-based pavement rating system and award-winning sidewalk rating system, was involved with numerous studies, reports, and master plans for public infrastructure from sidewalks, to bike facilities to sewer and stormwater master plans, and long-range transportation plans, many of which received recognition for engineering and development from state and national organizations; and

WHEREAS, Mr. Kothe has advanced the local engineering community by being active for many years in the local chapter of the Illinois Society of Professional Engineers, helped promote math in our schools with two decades of volunteering with the local MATHCOUNTS competition, has been active in his local church, and a supporter of the local 4-H; and

WHEREAS, a summary of his career highlights working at the City of Bloomington and a historical newspaper article illustrating Mr. Kothe's work on helping lay the foundation for the area's GIS is attached (Exhibit A).

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

SECTION 1. That the 300 block of Garfield Drive between Northway Lane and Bradley Drive be honorarily designated as "Kevin Kothe Drive".

SECTION 2. That City staff be directed to install and maintain signs indicating the honorary designation for a period of 10 years.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Career History Highlights at the City of Bloomington

2024 – Present: City Engineer - responsible for overseeing the operation of the Engineering Division of Operations & Engineering Services. Filled in for Director as needed.

2023 – 2024: Director of Operations & Engineering Services - responsible for overseeing the operation of the Engineering, Facilities, Fleet and Administrative Divisions.

2020 – 2023: Director of Public Works - responsible for overseeing the operation of the Engineering, Water, Facilities, Fleet, Solid Waste, Streets and Sewers Divisions.

- Managed 150-160 FTE staff with three bargaining units.
- Managed > \$65M operating and capital budgets.
- Solid Waste fund issues
 - Studied ways to be more cost effective without raising rates
- Promoted mulching leaves in place instead of putting them on the curb for collection
- Implemented Air Burner to save on brush disposal costs
- June 2021 Flood – Collected field data, oversaw cleanup, hired consultant for hydraulic modeling and to start moving forward with the East Street Detention Basin project.
- Water Master Plan – began implementation, including work on 20-year capital plan and work on a significant water rate increase
 - Proposed a pump station siting / systemwide distribution study which resulted in relocating Division Street Pump Station to the northeast side instead of rebuilding it at Division Street to save money and to be more effective at delivering water throughout the City.

2009 – 2020: City Engineer - responsible for overseeing the operation of the Engineering Division of Public Works. Filled in for Director of Public Works as needed.

- Design and implementation of GIS based Pavement Marking Management System.
- Enhancements to the projects section of the Engineer portion of the City website and began pushing public information notices.
- Evaluated ROI of Thermoplastic, Paint, and Preformed Plastic Pavement Markings. Switched to Thermoplastic and 6-inch lines for best ROI.
- Evaluated ROI of Rigid Pavement Patching versus Asphalt Overlays for Concrete Pavements with Joint Deterioration. Switched to doing more asphalt overlays and less concrete panel patching when concrete joint deterioration is present.

- Implemented the use of SMA – Stone Matrix Asphalt for arterial and collector streets to enhance pavement life and reduce overall rutting and cracking.
- Implemented use of a sand seal level binder for use on concrete street overlays to enhance the benefit of the SMA surface course.
- Tested use of LJS – Longitudinal Joint Seal for use with resurfacing. Began including as a regular pay item in the resurfacing contracts.
- Implemented use of an asphalt wearing surface over a waterproof membrane sealer on new concrete bridge decks (Linden Street bridge) to preserve and protect the concrete structure. Routine mill and overlays will continue to protect the concrete structure for the long-term extending the life of the structure.
- Tested and implemented reinforced sidewalk to reduce ongoing tree root impacts. Reinforced sidewalk sections can bridge continued tree root growth without creating a sidewalk tripping hazard plus the weight of all the connected sidewalk panels provides additional downward pressure on the tree roots, so they grow downward instead of continuing to push the sidewalk up.
- Implemented rumble strip on shoulders with a widened paved shoulder on the Streid Drive resurfacing project. The rumble strip keeps vehicles on the pavement which allows the aggregate shoulders to see less traffic, so they remain in place. This has also saved the edge of the pavement from raveling. Besides being a safety measure, it is saving on routine shoulder and road maintenance. The aggregate shoulders have seen such little wear that grass is growing through the rock which is also helping to hold the rock in place.
- Worked with staff to acquire drones and the appropriate software to collect field data and process it for use as a base layer for engineering design with high resolution aerial photography and DTM – Digital Terrain Model.
- Worked with staff to effectively utilize low-cost low flow storm pipes in strategic areas around ditches and detention basins so the bottoms can dry out between storms which allows mowing and maintenance to occur while reducing the chance of rutting or damage to the terrain.
- Evaluated and expanded the use of contracted chemical root control in sewers versus lining. For pipes with no other defects the root control program is more cost effective.
- Served on the Eastside Highway Project Steering Committee.
- Served on the Transportation Technical Committee.
- Prepared annual TIP – Transportation Improvement Plan submittals to MCRPC.

2004 – 2009: Design Engineer - responsible for overseeing the design and bidding of various municipal capital projects. Supervised 4 professional full-time employees and worked with numerous other employees. Filled in for the Director as requested in his absence. Assisted with the preparation of the Engineering budget. Assisted with preparation of the TIP-Transportation Improvement Plan. Prepared plans, specifications,

estimates, obtained permits and bid numerous projects. Reviewed plans, issued various permits, prepared and reviewed agreements. Worked on various studies and reports. Made public presentations. Served as a mentor for staff, assisting as needed.

Accomplishments included:

- Assisted with the establishment and implementation of Stormwater Utility in 2004.
- Enhancements to Department website including presenting current construction information for the public.
- Established a list server to notify contractors of new jobs out for bid.
- Posting on City website of bid tabulations
- Design and implementation of PASER Style Pavement Management System utilizing the GIS and spreadsheets.
- Began testing and evaluation of Pavement Preservation treatments for extending the life of pavements including Reclamite, CRF, GSB-88, Micro Surfacing, DuraPatching, along with various joint and pavement sealers.
- Researched Concrete Pavement Joint Deterioration and ways to mitigate it.
- Worked with local architect and staff to develop floor plan and amenities for the 3rd Floor Government Center remodel prior to the Engineering Department move in 2007.

1994 – 2004: Information Systems Engineer - responsible for automation of information systems to benefit the department and city. Supervised 4 full time employees and up to 2 part time employees. Accomplishments included:

- Successfully implemented the first Network File Server with client PC's in a Local Area Network in the City of Bloomington.
- Specified, installed and managed PC hardware and software for Engineering and Water Department.
- Helped established and manage the County and City's GIS – Geographic Information System beginning with digital data received from 1995 aerial photography.
- Served in a leadership role on the McGIS Technical Committee and was a founding member.
- Assisted with the successful implementation of the Countywide Enhanced 911 utilizing GIS data.
- Helped to manage readdressing in the City and the County that was needed for the Enhanced 911 implementation.
- Co-authored a paper that was selected for presentation at the 1998 ESRI International User Conference in San Diego titled, "Cooperation - Diversity Keys to Success in McLean County, Illinois".

- In recognition of the 1998 paper and the excellent cooperative being work being done locally ESRI presented a Special Achievement award to the McLean County Regional Planning Commission for the establishment of McGIS.
- Developed data schemas for many of the GIS data layers in use today.
- Developed first logo and letterhead for McGIS.
- Helped establish the first digital PDF street maps using the GIS data for Bloomington-Normal including map books with a street index.
- Developed the cadastral data schema and wrote the RFP specifications for the conversion of the county wide cadastral data into the GIS.
- Oversaw the selection, data conversion and Implementation of new a Utility Billing System to replace the legacy system. (Springbrook was successfully used for nearly 20 years before being replaced with MUNIS).
- Development of computer-based system for Project Tracking. Still in use 30 years later.
- Development of a digital information system for Plan and Plat Archival and Retrieval. Still in use 30 years later.
- Helped implement CADD – Computer Aided Drafting and Design at the City using MicroStation and Eagle Point engineering software.
- Developed method of processing of survey data collected with a field data collector to import data directly into the CADD software in the early 1990's.
- Worked with engineer staff to acquire and implement newer survey equipment to enhance data collection including mapping and survey grade GPS units including a GPS base station.
- Oversaw implementation of JULIE - Joint Utility Locating Information for Excavators System for the City.
- Developed a system to have the server data sets auto update to laptops to have the GIS data and plans available in the field for looking up construction plan information on laptops.
- Developed the Traffic Signal Billing System for tracking work performed, and billing other government agencies for their share of the cost. Still in use after 24 years.
- Implemented a Traffic Crash recording and reporting system to analyze crashes and prepare reports to traffic studies.
- Worked with ISU Library staff to contract for the cleaning, scanning and proper archival of the plat and construction plan books that date back to the late 1800's. With the information available digitally the book pages that had been used regularly are now preserved in archival boxes.

1991 -1994: Civil Engineer I - responsible for the design of various engineering projects including the design of water mains, sewers, pavements, bike trail, and traffic

signals. NBIS-Nation Bridge Inspection Standards trained bridge inspector for City structures. Some of the projects included:

- Constitution Trail Extension from Sugar Creek just north of Emerson Street to Jefferson Street along the old Illinois Central railway corridor.
- Morris Avenue reconstruction from Elm Street to Miller Street. Designed road using a spreadsheet to calculate the grades, plot the profile and cross-sections before the City had CADD.
- Traffic Signals at Towanda Avenue at Towanda Plaza, Four Season Road at Oakland Avenue, Regency Drive at Oakland Avenue, Regency Drive at State Farm West Entrance.
- Vale Street Watermain replacement from Croxton Avenue to Lincoln Street.
- Colton Avenue Relief Sewer from Locust Street to Washington Street.
- Worked with office staff to get the departments first fax machine. Developed forms and ways to provide addendums and other bidding and contract documents using fax instead of hand delivery or postal mail.

1988 – 1991: Engineering Traffic Technician – assisted Traffic Systems Supervisor with data collection, studies and reports related to traffic. Prepared pavement marking designs and layouts. Provided construction inspection of various public improvements including traffic signals, sewers, pavements, water mains and force mains.

- Established the City's first computerized inventory system of over 17,000 traffic signs in Bloomington. Applied for and received \$125,000 grant from State of Illinois to upgrade over 7000 traffic sign installations.
- Established computer-based inventories of Traffic Counts and Traffic Signals.
- Implemented computerized billing of other government agencies for their portion of Traffic Signal Maintenance



The Pantagraph/LORI ANN COOK

Randy Nydegger, right, a surveyor for the town of Normal, explained benefits of the aerial map on the wall in the town's engineering building. Bloomington civil engineer Kevin Kothe, center, and Todd Plahmer, Geographical Information System coordinator, are part of the GIS team effort.

Local maps have world of information

Digital project to detail properties, zoning, utilities

By DAVID WICKERT
Pantagraph staff

Someday, Twin City residents will be able to use a computer at home or the library to find a digital map of the area, click on a house they're interested in and retrieve information about its assessed value and recent sales history.

Developers, meanwhile, will be able to buy information about the slope of an area and the location of roads, sewer lines, property boundaries and other key landmarks, allowing them to save tens of thousands of dollars in planning costs.

And local ambulances will be guided by detailed maps to a heart attack victim's house, complete with up-to-date traffic information that could save time and lives.

"Someday" may be a few years away for some of these services. But others already are possible and more are becoming available thanks to a cooperative effort among Bloomington, Normal, McLean County and Regional Planning Commission officials.

The local effort is among the first in the state and recently earned a state award.

"We're pretty much blazing a trail on this," said Randel Nydegger, a surveyor and engineer for the town of Normal and among a handful of people involved in the project.

The project is the Geographical Information System, a clearinghouse of information that is joining property, zoning, utility, road and other data with digital photography to create a variety of detailed maps.

The McLean County Board today will consider a recommendation from its finance committee to seek nonbinding proposals to continue the second phase of the project. The Regional Planning Commission estimates that

phase could come with a \$675,000 price tag, which could be shared by participating local governments.

Although in its early stages, GIS already has made some data available to developers.

The maps are based on aerial photography conducted in 1995. Although the entire county was photographed, a 182-square-mile area in and around Bloomington-Normal was singled out for special treatment.

The photographs are so precise that one pixel — the dots that make up photographs — is equal to about 1 foot on the ground. As a result, objects as small as a few feet can be seen clearly.

With these photographs as a base, GIS is creating a "spatial database" using other information: property lines, road maps, tax records, utility maps and other data. As new data is overlaid on the digital photographs, more information becomes available at the click of a computer mouse.

Last week, for example, Nydegger and his co-workers added Bloomington tax records to the database. The result is point-and-click information on assessments and other tax information on all city houses and buildings.

Eventually, assessors will take digital photographs of each house and building, so that clicking on a property will reveal a photograph and real estate information about it.

"It's building a smart map, with all having the same data," added McLean County Supervisor of Assessments Thomas Bumgardner.

In the future, GIS will provide precise property boundaries, zoning, subdivision boundaries and other information in one location.

"It's coming," said Kevin Kothe, a civil engineer for the city of Bloomington and a GIS staffer. "We're not in a position where the

general public is going to benefit from this yet."

But developers and others involved in construction already are receiving information. Because they stand to profit from it, they're being charged. Right now, the going rate is \$2,000 per square mile.

"For initial surveys and layout, you can't beat it," Nydegger said.

Local government officials also are finding GIS useful. Maps showing subdivisions and other property are being prepared to help City Council members make decisions. And Kothe is creating a map of commercial antennas for Bloomington so it can enforce its new law regulating the devices.

Health Department Director Robert Keller said his department could use the system to make sure wells aren't located near septic systems. Other benefits include access to demographic information and a direct link to building and zoning information.

Eventually, GIS will be used to guide E-911 response vehicles. Cameras now being installed on Veterans Parkway will provide up-to-date photographs of traffic and, perhaps, allow vehicles to bypass the area if traffic is heavy.

For now, most of these benefits are in the future. But the cost is being paid now — about \$750,000 for the first phase. All money earned through the sale of information will go back into a fund to maintain GIS.

While the program likely won't generate enough money to pay for itself, it makes government work much easier. And Kothe said it's already proved beneficial in one immeasurable way. "It's really been remarkable the cooperation that's come from this," he said.

Pantagraph staff writer Bob Holliday also contributed to this article.



Honorary Street Naming Application

Honoree & Street Information

Name of Individual Kevin Kothe
(As it would appear on the honorary street sign)

Proper Name of Requested Street: Garfield Drive

1st Street Intersecting the One Block Location: Northway Lane

2nd Street Intersecting the One Block Location: Bradley Drive

Reason for Street Selection:

This is the childhood home of Kevin Kothe and his two sons still live in the house at 325 Garfield Drive.

Please check all that apply and provide details where necessary

- Honorary is Deceased
- Honorary was a Resident of Bloomington, IL.
- Military Service

Cultural Contributions

Historic Contributions

See attached for full text.

Kevin Kothe has served his hometown of Bloomington, Illinois for 37 years in the Public Works - Engineering field. Kevin is a graduate of BHS and the University of Illinois with a Bachelor of Science in General Engineering degree. He is a licensed Professional Engineer in the State of Illinois.

Kevin began his career with the City of Bloomington in 1988 working in Traffic Engineering. Three years later Kevin accepted a Civil Engineer position where he designed public improvements including roads, traffic signals, sewers, and water infrastructure.

Humanitarian Contributions:





Applicant Information

Applicant Name: Jim Karch

Address: 109 E. Olive Bloomington Illinois

Email: jkarch@cityblm.org

Phone: 3092759650

Letters of Support Attached (encouraged but not required): Yes No

Are you a family member of the individual to be honored: Yes No

If yes, what is your relation? _____

If no, you must attach a letter of consent from the individuals family.

Signature of Applicant:

eSigned via SeamlessDocs.com
Jim Karch
Key: f89bef76-4f8f-4017-b5c2-0ba2e571ed01

Date: 02-17-2025

Initial Review

Complete Incomplete

What materials are missing? Application complete.

Reviewed By: Phil Allyn Date: 2/20/25

Honorary Street Name Panel:

Approved: Denied: Date: 3/27/25

Comments: No Concerns.

City Council:

Approved: Denied: Date: _____

City Council Memo Attached: Yes No

City Council Meeting Minutes Attached: Yes No

Career Summary and Highlights:

Kevin Kothe has served his hometown of Bloomington, Illinois for 37 years in the Public Works - Engineering field. Kevin is a graduate of BHS and the University of Illinois with a Bachelor of Science in General Engineering degree. He is a licensed Professional Engineer in the State of Illinois. Kevin began his career with the City of Bloomington in 1988 working in Traffic Engineering. Three years later Kevin accepted a Civil Engineer position where he designed public improvements including roads, traffic signals, sewers, and water infrastructure. When Kevin started with the City, PC's - Personal Computers were few and limited to shared workstations but in less than 10 years there was a PC on everyone's desk. With Kevin's secondary education in computer science, he was asked to help the department in a new role as Information Systems Engineer. Among the projects implemented over a 10-year period, included receiving and organizing digital data from 1995 aerial photography which provided the initial foundation for the current GIS – Geographic Information System. He helped move the engineering team from manual drafting and design to CADD – Computer Aided Drafting and Design. He developed a data management system to manage and maintain digital archives of record drawings and plats that is still in use 30 years later. Kevin assisted with implementation of the current county-wide addressing system which was needed for the implementation of the E911 system in the mid 1990's. He also managed the first LAN – Local Area Network at the City. He helped solve Y2K (Year 2000) concerns before they became a problem. Kevin was involved with the start of the Mclean County GIS serving initially on the Technical Committee and then later the Policy Committee. In the 2000's Kevin moved into engineering manager roles including 12 years as City Engineer, 3 years as Director of Public Works and 1 year as Director of Operations and Engineering Services. He oversaw the implementation of a GIS based pavement rating system and the award-winning sidewalk rating system. He was involved with numerous studies, reports, and master plans for public infrastructure from sidewalks, to bike facilities to sewer and storm water master plans, and long-range transportation plans. Many of those studies receiving recognition for engineering and development from state and national organizations.

Kevin enjoys learning and using his knowledge and experience to develop innovative solutions. He acquired a vast knowledge of the City infrastructure and history over the years and is always willing to share the background to why things developed the way they did in our community. He has been involved in the planning, design and construction of many infrastructure projects and programs through the years. He finds great satisfaction sometimes in even the little improvements that can make a big difference such as changing the pavement markings on a street after a resurfacing that ends up improving traffic flow and reducing crashes.

Kevin has been active in the local chapter of ISPE – Illinois Society of Professional Engineers serving in various roles including chapter president and as the chapter newsletter editor for 25 years and helping with the local MATHCOUNTS competition for more than two decades. Kevin received the Illinois Government Engineer of the Year Award in 2015 and the Outstanding Chapter Member Award in 2011 from ISPE. Kevin has also been very active in his local church, Christ Lutheran Church, where he has served as president, elder, and head trustee to help maintain the church building and work on community outreach. Kevin was also a supporter of the local 4H when his two sons were active in the organization. He has mentored countless individuals in Engineering and other departments of the city to help them grow and advance their own careers.

Kevin served under 5 City Managers including Herman Dirks, Tom Hamilton, David Hales, Tim Gleason and Jeff Jurgens and 5 Mayors including Jesse Smart, Judy Markowitz, Steve Stockton, Tari Renner, and Mboka Mwilambwe. During his time, the City's population grew by 50% from 52,000 to over 78,000. The size of the City expanded by more than 70% from 16.2 square miles to 27.8 square miles.



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on a Resolution Recognizing the Contributions of Rev. Frank L. McSwain, Sr. to the Bloomington-Normal Community with an Honorary Designation of the 500 Block of North Allin Street, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the 500 Block of Allin Street will receive a designation honoring Rev. Frank L. McSwain, Sr., and the Public Works Department will purchase and install the necessary signage. As this is an honorary designation, the street will legally remain as N. Allin Street, and addresses of properties will not be affected. The designation will remain in place for a period of 10 years. Signs will be placed at each end of the block at the intersections at Market Street and Mulberry Street. The proposed designation recognizes the contributions of Rev. McSwain to the Bloomington-Normal Community. The requested block was chosen as it is the location of Mt. Pisgah Baptist Church where Rev. McSwain served for 35 years.

Rev. McSwain was truly a living legend who made a tremendous impact to the Bloomington-Normal community for almost 35 years. He was a Pastor, mentor, neighbor, friend and guiding light to many local residents. One of his most treasured accomplishments was the design, build and move of Mt. Pisgah Baptist Church to its current location at 801 W. Market St.

His love for children and his desire for families to remain together and out of the legal system led him to create and start the Family Community Resource Center. The agency continues to thrive today because of the strong foundation it was built upon. He also served in various leadership roles for the Orthodox Woodriver District Baptist Association and the Illinois Baptist State Convention.

Rev. McSwain had a humble spirit and willingly served within the B-N community for many years. He worked with many civic and social organizations, including:

- Youth Impact of Bloomington-Normal
- the "Share" program
- Minority Advocacy Council
- Big Brothers/Big Sisters

- Boys and Girls Club
- Not In Our Town Coalition
- Neighbor to Neighbor
- Community Gospel Singers of Bloomington-Normal
- Cultural Fest of Bloomington-Normal, Foster Care Coalition of McLean County
- One Church One Child of Illinois

Rev. McSwain was the recipient of many awards in recognition of his community service throughout his lifetime including an Illinois House of Representatives Resolution recognizing him in January 2008, and honorary proclamations from both the City of Bloomington and the Town of Normal naming March 8, 2009 as Rev. Frank L. McSwain, Sr. Day.

Attached are the Illinois House of Representatives Resolution from January 2008 and several news articles involving Rev. McSwain.

The City periodically receives requests from the public for honorary street sign designations to recognize individuals, organizations, and/or events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City. Staff developed a policy and application to formally accept, review, and take action on such requests in a transparent and consistent manner. The Honorary Street Name Policy ("Policy") was adopted by Council in November 2022 and is available on the City website.

In accordance with the City's Policy, the application was preliminarily reviewed by a five-member panel consisting of the Mayor, one member from the Engineering Department, one member from the Development Services Department, and two members from the community at large as assigned by the Mayor. The panel concurred that the application met the intent and qualifications of the Honorary Street Designation program and has advanced the request to Council for approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The direct financial impact is limited to the cost of making and installing the street name signs. There is a \$200 application fee to help defray these costs, making the financial impact nominal. Signs are paid for out of the Street Maintenance-Street Name Sign account (10016120-71093). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 301.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[ENG 2B Resolution](#)

[ENG 2C Resolution - Exhibit A - Application](#)

[ENG 2D Resolution - Exhibit B - State Resolution and News Articles](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF REV. FRANK L. MCSWAIN, SR. TO THE BLOOMINGTON-NORMAL COMMUNITY WITH AN HONORARY DESIGNATION OF THE 500 BLOCK OF NORTH ALLIN STREET

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

WHEREAS, the City desires to recognize individuals, organizations, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS, Rev. Frank L. McSwain spent 35 years serving as the Pastor of Mt. Pisgah Baptist Church, where he was a mentor, neighbor, friend, and guiding light to many local residents, and led the design, build, and move to their current location at 801 W. Market Street; and

WHEREAS, Rev. McSwain created and led the Family Community Resource Center to help support families so that they may remain together and out of the legal system; and

WHEREAS, Rev. McSwain humbly and willingly served the Bloomington-Normal community with his work with many civic and social organizations including Youth Impact of Bloomington-Normal, the "Share" program, the Minority Advocacy Council, Big Brothers/Big Sisters, the Boys and Girls Club, the Not In Our Town Coalition, Neighbor to Neighbor, the Community Gospel Singers of Bloomington-Normal, Cultural Fest of Bloomington-Normal, the Foster Care Coalition of McLean County, One Church One Child of Illinois and others; and,

WHEREAS, the Honorary Street Designation Application (Exhibit A), and Illinois House of Representatives' Honorary Resolution from January 2008, and several news articles involving Rev. McSwain are attached (Exhibit B).

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

SECTION 1. That the 500 block of North Allin Street between Market Street and Mulberry Street be honorarily designated in recognition of Rev. Frank L. McSwain, Sr.

SECTION 2. That City staff be directed to install and maintain signs indicating the honorary designation for a period of 10 years.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Honorary Street Naming Application

Honoree & Street Information

Name of Individual Pastor Frank L. McSwain, Sr.
(As it would appear on the honorary street sign)

Proper Name of Requested Street: Allin Street

1st Street Intersecting the One Block Location: Market Street

2nd Street Intersecting the One Block Location: Mulberry Street

Reason for Street Selection:

While his legacy lives on in the hearts of those who knew him, it would be wonderful to have a street named in his honor. While he was alive, the City of Bloomington temporarily installed a street sign in his honor, but it was taken down within a few short months.

Please check all that apply and provide details where necessary

- Honorary is Deceased
- Honorary was a Resident of Bloomington, IL.
- Military Service

Cultural Contributions

Historic Contributions

Pastor McSwain was truly a living legend, and he made a tremendous impact to the Bloomington-Normal community for almost 35 years. He was a Pastor, mentor, neighbor, friend and guiding light to many local residents. One of his most treasured accomplishments was the design, build and move of Mt. Pisgah Baptist Church to its current location at 801 W. Market St. Pastor McSwain had a humble spirit and willingly served within the B-N community for many years. His love for children and his desire for families to remain together and out of the legal system led him to create and start the Family Community Resource Center. The agency continues to thrive today because of the strong foundation it was built upon. While his legacy lives on in the hearts of those who knew him, it would be wonderful and quite admirable to have a street named in his honor. While Pastor McSwain was alive, the City of Bloomington temporarily installed a street sign in his honor, but it was taken down within a few short months because there was not a formal process in place for honorary street signs.

Humanitarian Contributions:

Pastor McSwain was truly a living legend, and he made a tremendous impact to the Bloomington-Normal community for almost 35 years. He was a Pastor, mentor, neighbor, friend and guiding light to many local residents. One of his most treasured accomplishments was the design, build and move of Mt. Pisgah Baptist Church to its current location at 801 W. Market St.

Pastor McSwain had a humble spirit and willingly served within the B-N community for many





Applicant Information

Applicant Name: Takesha Stokes

Address: 3548 Shepard Road Normal, IL 61761

Email: riversmom26@gmail.com

Phone: 3092425827

Letters of Support Attached (encouraged but not required): Yes No

Are you a family member of the individual to be honored: Yes No

If yes, what is your relation? _____

If no, you must attach a letter of consent from the individuals family.

Signature of Applicant:

eSigned via SeamlessDocs.com
Takesha Stokes
Key: f89bef76-4f8f-4017-b5c2-0ba2e571ed01

Date: 04-02-2025

Initial Review

Complete Incomplete

What materials are missing? Application complete.

Reviewed By: Phil Allyn Date: 4/3/25

Honorary Street Name Panel:

Approved: Denied: Date: 4/4/25

Comments: No Concerns.

City Council:

Approved: Denied: Date: _____

City Council Memo Attached: Yes No

City Council Meeting Minutes Attached: Yes No

HR0870

LRB095 15073 GRL 41033 r

1 HOUSE RESOLUTION

2 WHEREAS, The members of the Illinois House of
3 Representatives are pleased to congratulate Reverend Frank
4 McSwain Sr. on this occasion of honoring him as pastor of Mount
5 Pisgah Baptist Church in Bloomington; and

6 WHEREAS, Reverend Frank McSwain Sr. was born on August 13,
7 1954; he attended school at the University of Phoenix, Lincoln
8 College, and Trinity Christian College; and

9 WHEREAS, Reverend Frank McSwain Sr. was ordained as a
10 minister in 1978 from the Christian Fellowship District Baptist
11 Association; he began his ministerial work at the Shining Start
12 Missionary Baptist Church in Chicago, serving there from 1979
13 to 1983; he then went to Mount Pisgah Baptist Church in 1984,
14 where he continues to serve; and

15 WHEREAS, Reverend Frank McSwain Sr. has worked with many
16 civic and social organizations, such as Youth Impact of
17 Bloomington-Normal, the "Share" Program, the Minority Advocacy
18 Council, Big Brothers/Big Sisters, the Boys and Girls Club, the
19 Not In Our Town Coalition, Neighbor-to-Neighbor, the Community
20 Gospel Singers of Bloomington-Normal, Cultural Fest of
21 Bloomington-Normal, the Foster Care Coalition of McLean
22 County, One Church One Child of Illinois, and the Family and

HR0870

- 2 -

LRB095 15073 GRL 41033 r

1 Community Center of McLean County, where he has served as
2 President and Chief Executive Officer since July 2004; and he
3 has served as 1st Vice Moderator, minister of music, youth
4 advisor, and district musician for the Orthodox Woodriver
5 District Baptist Association; he served as Nominating
6 Committee chair, Biblical instructor, and State advisor for the

7 Illinois Baptist State Convention; and

8 WHEREAS, Reverend Frank McSwain Sr. has been the recipient
9 of many awards in recognition of his community service,
10 including the 1987 Bloomington Cultural Festival Inc. Award,
11 the 1991 Dr. Martin Luther King Gospel Festival Award, the 1996
12 Mason's Elijah Betts #33 Citizen of the Year Award, the 1996
13 Black Student Union Kick Off Award, the 1996
14 Neighbor-to-Neighbor Award, the 1997 McLean County Community
15 Compact Award, the 1997 Bahi light Unity Award, the 1998
16 Illinois Municipal Human Relations Award, and the 1999
17 Bloomington Human Relations Award; he was given an award from
18 the National Association of Blacks in Criminal Justice Central
19 Illinois Chapter in 2002; and he was the recipient of awards
20 from the McLean County Urban League, the South Suburban Family
21 Shelter, Inc., and Trinity Christian College in 2005; and

22 WHEREAS, Reverend Frank McSwain Sr. and his wife, Bettye,
23 have 5 children, Frank L. Jr., Angel, Kanisha, Justin, and
24 Xavier; therefore, be it

HR0870

- 3 -

LRB095 15073 GRL 41033 r

1 RESOLVED, BY THE HOUSE OF REPRESENTATIVES OF THE
2 NINETY-FIFTH GENERAL ASSEMBLY OF THE STATE OF ILLINOIS, that we
3 congratulate Reverend Frank McSwain Sr. on this occasion and
4 wish him continued success and happiness in the future; and be
5 it further

6 RESOLVED, That a suitable copy of this resolution be
7 presented to Reverend Frank McSwain Sr. as a symbol of our
8 esteem and respect.



https://pantagraph.com/news/article_0de89981-d740-5aca-8c83-dda7566c5aaa.html

Mt. Pisgah honors Rev. McSwain's 25 years of service

Bridget Flynn

Mar 8, 2009



Lottie Williams, left, looks on while her husband and NAACP President Mike Williams, center left, gives Pastor Frank McSwain, right, listens to the singers with the church members during the Pastor's 25th Anniversary celebration at Mt. Pisgah Baptist Church on Sunday afternoon, March 8, 2009.(THE PANTAGRAPH/B MOSHER)

B MOSHER

Bridget Flynn

BLOOMINGTON - Frank McSwain Sr. and his family were recognized Sunday for 25 years of service at Mt. Pisgah Baptist Church, where McSwain serves as pastor.

"I'm thankful," Rev. McSwain said. "I'm humbled for the privilege of serving God's people."

McSwain said the day would not be possible without the work of his flock.

"I just appreciate everything that everybody's done," he said. "I'm so blessed. I'm proud of every person that has ever been a member of Mount Pisgah Church. They gave something so we could be where we are now. There's no possibility for me to be celebrated like this if people didn't do what they do."

Donise Brown, a member of Mount Pisgah for 13 years, said McSwain helped take the community "to a whole new level in serving God."

"There's not a time when he's in the pulpit that a child, a teenager, an adult is not near him," said Rearn Dotson, who has been a member of the church for 20 years. "Somebody's always wanting to be in his presence to learn something from him."

Dianne Dixon, who has also been at the church for 20 years, expressed a high opinion of the church's first lady, Bettye McSwain, who was also being honored, along with their five children.

"His wife is an awesome lady of God," Dixon said. "She's next to him no matter what."

During the ceremony, the Mt. Pisgah Sunbeam choir sang, "Our God is an Awesome God" and the Holy Hands Puppet Ministry performed "Whatever You Want." McSwain's five children took the stage to sing.

McSwain Sr. later sat at the organ and sang with five of his brothers and one of his sisters.

McSwain was presented with a large plaque early in the ceremony.

McSwain's father, the Rev. Luther James McSwain, sat in the sanctuary and was given an introduction by his grandson, Frank McSwain Jr. The patriarch of the family later gave a speech to the congregation of about 150 on the importance of good parenting.

Bloomington Mayor Steve Stockton and Normal mayor Chris Koos each presented a proclamation at a Feb. 21 banquet declaring that Mar. 8 be recognized as Frank L. McSwain Sr. day in the cities of Bloomington and Normal.

Racism still a problem, crowd told

By MIKE GOSLING
Pantagraph staff

Racism and sexism still permeate our society, Tim Walker, director of Bloomington's Human Relations Department, told an enthusiastic audience gathered last night to honor the memory of Dr. Martin Luther King Jr.

In his seven years as director of the department, Walker said, he still handles the same volume of complaints dealing with discrimination, the majority dealing with job discrimination.

Speaking in the Circus Room of Illinois State University's Bone Student Center, he said headway can be made against the problem by employers becoming better educated in the law.

Walker was one of five speakers chosen to address the group in the sixth annual march held to honor King on his birthday. Although Walker and the other speakers spoke of the seriousness of King's life and work, their tone was positive.

"Dr. King gave his life for the price of the highest freedom — the right to take a breath," Walker said.

"We must renew our fight for civil equality and justice," said Marlon Tulley, president of the ISU chapter of the NAACP. "He preached non-violence when many were preaching violence."

State Rep. Gordon Ropp, R-Nor-



Pantagraph photo/MAUREEN O'CONNOR

Nearly 150 people participated in a walk last night in honor of Dr. Martin Luther King Jr.'s birthday. The walk began in Bloomington and ended on the Illinois State University campus, where several speakers addressed the group.

mal, said the march and speeches all symbolized what King stood for — self-motivation, equality and a sense of freedom.

He praised the rise in voter registration among minorities and said more participation by all people is needed to make a stronger government.

Also speaking before the group was the Rev. Frank McSwain, pastor of the Mount Pisgah Missionary Baptist Church, and State Sen. John Maitland, R-Normal.

Before the walk began, Gloria-Jean Davis, adviser to the NAACP chapter at ISU, said she was especially glad university students were

taking part in the march.

"It's just like a big birthday party," she said.

Elsewhere around the country, the Associated Press reported marches were held yesterday in Atlanta; Savannah, Ga.; New Orleans; St. Louis, and Birmingham, Tuscaloosa and Tuskegee, Ala.



The Pantagraph/STEVE SMEDLEY

Giving thanks

The Rev. Frank L. McSwain of the Mt. Pisgah Baptist Church, 701 S. Lee St., Bloomington, blessed food baskets prepared by 25 members of Bloomington High School's African American History Club yesterday. Club members, including Martria Doage, left, and Shakira Sherrod raised money and donations from area businesses to help stock 50 holiday baskets slated to be given to the needy.

https://www.newspapers.com/image/75554128/

'Fun day' helps residents learn to be more resourceful locally

By Bridget Flynn
bflynn@pantagraph.com

BLOOMINGTON — Fun, food and facts about local social services were abundant Saturday at the fourth annual community resource fair.

About 200 people came to the parking lot of the Family and Community Resource Center, 509 W. Washington, St., where a stereo system played music, and free ice cream and hot dogs were being served. Parents gathered information from various booths representing 18 local agencies, and children played on inflatable toys provided by Fun Services of Hopedale.

Kenneth Barlow of Bloomington waited in line with sons Payton, 6, and Ryan, 5, to have their faces painted.

"These guys are having fun," he said. "It's more for them."

Payton said he enjoyed playing in Galaxy Explorer, an inflatable rocket with a maze inside.

"This town is blessed with so many resources," said the Rev. Frank McSwain, president and CEO of the Family and Community Resource Center.

"It's just a fun day," he said of the free event.

"It always amazes you that there are such wonderful things in the community," said Evelyn Young, executive director of the Bloomington-Normal Boys and Girls Club.



Ameriana Williams, 6, takes part in a race on an inflatable on Saturday during the Community Resource Fair in Bloomington.

"I just think that the people in our community have got to learn to take advantage of opportunities in the community. This parking lot should be overflowing with families."

Melanie Overend, marketing director of Bloomington-Normal Public Transit System, provided information about the bus system, which has been getting more attention as spiraling fuel prices drive up car costs.

"Ridership has been up," she said.

Elandra Mclemore of Bloomington attended with her daughter, Ebony Brown, and grandchildren, Elijah, 3, and Lanijah, 4.

Mclemore said increases in food and gas prices have made it harder to make ends meet, especially when it comes to utility costs and car payments.

"It's very pricey," she said of her Dodge Durango.

Mary Lou Lawson, adult outreach librarian of the Normal Public library, provided information about the library's summer program for children and its delivery program for the elderly or homebound.

"It's nice to have two really good libraries in Bloomington-Normal," she said.

A van sponsored by the Illinois Department of Public Health Center for Minorities Health Services administered free AIDS tests. Occupational Development Center, OSF Center for Healthy Lifestyles and PATH (Providing Access to Help) also participated in the fair.



The Pantagraph/CARLOS T. MIRANDA

From left, Steve Jones, Tony Mendenall, Rick Thomas and Amber Lusher talk while waiting in line for a health screening from Wellness on Wheels on Saturday at the fourth annual Community Resource Fair in Bloomington. The fair, in the parking lot at the Family and Community Resource Center, 509 W. Washington St., offered fun for kids and information on nearly 20 service agencies in the community.

THE REV. FRANK McSWAIN HONORED FOR SERVICE

"Somebody's always wanting to be in his presence to learn something from him."

Rearn Dotson, who has been a member of the church for 20 years



SERVANT LEADER



The Pantagraph/B MOSHER

Above: The Rev. Frank L. McSwain Sr., left, stands up and points at the singers while his wife, Bettye McSwain, right, and children enjoy the musical performance on stage during McSwain's 25th anniversary program at Mount Pisgah Baptist Church in Bloomington Sunday afternoon. Top: Michael McSwain, Frank's brother, sits on his lap and hugs him during the celebration.

Mount Pisgah's pastor credits his flock for long success in serving God

By Bridget Flynn
bflynn@pantagraph.com

BLOOMINGTON — Frank McSwain Sr. and his family were recognized Sunday for 25 years of service at Mount Pisgah Baptist Church, where McSwain serves as pastor.

"I'm thankful," Rev. McSwain said. "I'm humbled for the privilege of serving God's people."

McSwain said the day would not be possible without the work of his flock.

"I just appreciate everything that everybody's done," he said. "I'm so blessed. I'm proud of every person that has ever been a member of Mount Pisgah Church. They gave something so we could be where we are now. There's no possibility for me to be celebrated like this if people didn't do what they do."

Donise Brown, a member of Mount Pisgah for 13 years, said McSwain helped take the community "to a whole new level in serving God."

"There's not a time when he's in the pulpit that a child, a teenager, an adult is not near him," said Rearn Dotson, who has been a member of the church for 20 years. "Somebody's always wanting to be in his presence to learn something from him."

Dianne Dixon, who has also been at the church for 20 years, expressed a high opinion of the church's first lady, Bettye McSwain, who was also being honored, along with their five children.

"His wife is an awesome lady of God," Dixon said. "She's next to him no matter what."

During the ceremony, the Mount Pisgah Sunbeam choir sang, "Our God is an Awesome God" and the Holy Hands Puppet Ministry performed "Whatever You Want." McSwain's five children took the stage to sing.

McSwain Sr. later sat at the organ and sang with five of his brothers and one of his sisters.

McSwain was presented with a large plaque early in the ceremony.

McSwain's father, the Rev. Luther James McSwain, sat in the sanctuary and was given an introduction by his grandson, Frank McSwain Jr. The patriarch of the family later gave a speech to the congregation of about 150 on the importance of good parenting.

Bloomington Mayor Steve Stockton and Normal mayor Chris Kooos each presented a proclamation at a Feb. 21 banquet declaring that March 8 be recognized as Frank L. McSwain Sr. day in the cities of Bloomington and Normal.



Lottie Williams, far left, looks on while her husband and NAACP President Mike Williams gives McSwain a hug during a celebration at the church on Sunday. More than 150 people came to celebrate McSwain's long service with the church.



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and UEP Bloomington, LLC, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 6. Prosperous Downtown Bloomington
Goal 3. Grow the Local Economy
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments
Objective 3c. Revitalization of older commercial homes
Objective 6e. Preservation of historic buildings

BACKGROUND: The Old State Farm building located at 112 E. Washington Street, also known as the State Farm Insurance building or the State Farm Fire Building, served as the corporate headquarters for State Farm Insurance from its construction in 1929 until 1974 when State Farm moved their headquarters out of the Downtown and into east Bloomington. State Farm officially left the building altogether in January of 2018. Urban Equity Properties ("UEP") acquired the property in October of 2019.

UEP has been revitalizing properties since 2007 and is known for redeveloping old or historic buildings into mixed-use or residential developments. The company is familiar with Historic Tax Credits and Rivers Edge Credits. To date, UEP has over \$200 million in assets under management, which includes over 20 properties in five cities. All were developed, built, and owned by UEP-affiliated entities. In March 2023, UEP began providing the City with materials for review to assess potential incentives that could assist with the project's redevelopment costs.

UEP is proposing a mixed-use development inclusive of three food-type retailers and an additional commercial retail on the first floor, 183 residential units comprised of 11 studio apartments, 159 one-bedroom apartments, 13 two-bedroom apartments, and a high-end restaurant on the thirteenth floor.

On November 10, 2022, the City Manager authorized TIF consultant Pekham Guyton Albers & Viets ("PGAV") to conduct a feasibility study for the purpose of creating a Redevelopment Project Area. PGAV found that the area encapsulated in what is now known as the Downtown TIF District, including the Old State Farm Building, to be a "conservation area" and therefore

qualified for the implementation of a Tax Increment Financing District ("TIF"). On July 22, 2024, the Downtown TIF District was designated and adopted by the City Council to assist with the redevelopment of the area and the removal of blight.

The City will reimburse to UEP 92% of the TIF increment generated by the project over the life of the TIF district. The TIF expires December 31, 2048. The City is also reimbursing UEP 60% of the City's 2.5% Home Rule Sales Tax, 60% of the 1% Retailers Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and 60% the City's 2% Food and Beverage Tax for the life of the TIF contingent on the business being either new to the City or an additional location to a Bloomington business. The City is agreeing to make an annual payment of \$128,283.07, an amount equal to the TIF base amount, to UEP for the life of the TIF. The City will also loan and forgive \$1.4 million if awarded a State grant that will make the funds available for the project. Staff will provide UEP with 30 parking passes to Downtown parking locations and the City also agreed to waive all permitting and plan review fees for this project.

UEP has shown interest in additional projects in and around Downtown Bloomington, including the 408 E. Washington City-owned property. The City agrees that, if the City has not entered into another development agreement with a different developer within one year of the execution of the Old State Farm Building redevelopment agreement, the City will sell UEP the 408 E. Washington parcel for \$1. UEP will then need to enter into a redevelopment agreement for a project on the 408 E. Washington lot or be issued a building permit for a project on the 408 E. Washington lot within five years of the execution of the Old State Farm Building redevelopment agreement. If UEP fails to do so, the City will take back ownership of the property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will reimburse to UEP 92% of the TIF increment generated by the project over the life of the TIF district. The TIF expires December 31, 2048. The City is also reimbursing UEP 60% of the City's 2.5% Home Rule Sales Tax, 60% of the 1% Retailers Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and 60% the City's 2% Food and Beverage Tax for the life of the TIF contingent on the business being either new to the City or an additional location to a Bloomington business. The City is agreeing to make an annual payment of \$128,283.07, an amount equal to the TIF base amount, to UEP for the life of the TIF. The \$128,283.07 will be paid from the Economic Development-Rebate Account (10019170-79070) beginning the year that the Building Permit is issued. This is not included in the FY 2026 Budget. If necessary, a budget transfer will be processed to reallocate funds needed to pay for this. Staff will be providing UEP with thirty (30) parking passes to Downtown parking locations for twenty years. The City will also loan and forgive \$1.4 million if awarded a State grant for that amount that will make the funds available for the project. The City has agreed to waive all permitting and plan review fees for this project. If the project proceeds, a budget amendment will be brought back to City Council to recognize the \$1.4 million grant proceeds and corresponding loan.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

DSD 2B Ordinance
DSD 2C Ordinance - Exhibit A
DSD 2D Letter of Intent

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND UEP BLOOMINGTON LLC

WHEREAS, the City of Bloomington, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”), and the City’s authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and

WHEREAS, on July 22, 2014, the City approved a redevelopment project and plan (the “Redevelopment Plan”), designated the Downtown Project Area (the “Downtown TIF District”) and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and

WHEREAS, UEP Bloomington LLC, an Illinois limited liability company, (the “Developer”) owns a piece of property near E. Washington Street and N. East Street within the corporate boundaries of the City, consisting of generally 0.36 acres located at 112 E. Washington Street (the “Subject Property”); and

WHEREAS, the Developer has put forward an application to redevelop the Subject Property into a mixed-use development inclusive of three (3) food type retailers and a commercial retail on the first floor, one-hundred and eighty three (183) residential units, and a high-end restaurant on the thirteenth floor of the Subject Property (the “Project”); and

WHEREAS, the Developer has informed the City that the ability to proceed with the Project requires financial assistance from the Village to offset the extraordinary costs to be incurred by the Developer; and

WHEREAS, the Subject Property is located within the Downtown TIF District; and

WHEREAS, the Mayor and City Council of the City have determined that in order to induce the Developer to proceed with the Project, thereby providing economic development within the City, which is in the best interests of the City and the health, safety and welfare of its residents, for the City to provide financial assistance to the Developer pursuant to the terms of a redevelopment agreement attached hereto as Exhibit A.

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

SECTION 1. That the Redevelopment Agreement by and between the City of Bloomington, Illinois and UEP Bloomington LLC (Exhibit A) is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

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

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

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

PASSED this 14th day of April 2025

APPROVED this ___ day of April 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND UEP BLOOMINGTON LLC.**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2025, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), UEP Bloomington LLC, an Illinois limited liability company (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, after giving all required notices, conducting a public hearing and making all findings of fact required by law, the Corporate Authorities, through Ordinance Nos. 2024-055, 2024-056 and 2024-057, adopted July 22, 2024, approved a redevelopment project and plan (the "*Redevelopment Plan*"), designated the "Downtown Redevelopment Project Area" (the "*Project Area*"), and adopted tax increment financing of redevelopment project costs incurred within the Project Area pursuant to the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the Old State Farm Building, commonly known as 112 East Washington Street, Bloomington, Illinois, and identified by parcel index number 21-04-334-007 (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Subject Property is registered on the National Register of Historic Places and the Developer is expecting to utilize Federal Historic Preservation Tax Credits and, potentially, State of Illinois Historic Preservation Tax Credits and will be complying with all historic preservation requirements included in that process; and

WHEREAS, the Developer wishes to develop the Subject Property into a mixed-use community consisting of: a food court consisting of three (3) food type retailers and a commercial retail on the first floor; a high-end restaurant on the thirteenth floor; and one-hundred and eighty three (183) apartment units consisting of eleven (11) studio apartments, one-hundred fifty-nine (159) 1-bedroom apartments, and thirteen (13) 2-bedroom apartments, including certain exterior revisions and interior demolition to further those ends (collectively, the “Project”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from monies and revenues available to the City, including from the City’s general fund and via tax increment generated within the City’s Downtown Redevelopment Project Area, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. On or before May 31, 2025, Developer shall submit to the City for Historic Preservation Commission approval and later building department and related approvals, construction plans

for the exterior revisions to the Subject Property needed for the Project. On or before June 20, 2025, the Developer shall submit to the City for its approval, detailed final construction plans to develop the Subject Property into the Project. The foregoing provisions are subject to exceptions for retail and restaurant builds to be specified by future tenants and any later new construction plans or revisions necessitated by historic preservation requirements or other details further learned about the Subject Property.

B. Within 180 days of City approval of the detailed final construction plans, the Developer shall obtain all necessary permits related to the construction of the Project.

The foregoing provisions are subject to exceptions for retail and restaurant builds to be specified by future tenants and any later new construction plans or revisions necessitated by historic preservation requirements or other details further learned about the Subject Property.

C. On or before August 1, 2025, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois.

D. On or before December 1, 2025, the Developer agrees to provide proof of project financing to the City.

E. The Developer covenants and agrees to complete the redevelopment of the Project and obtain certificates of occupancy for all residential spaces on or before December 1, 2027 (the "Occupancy Deadline"), unless delayed by Force Majeure as described in Section 11. Should Developer be unable to meet the Occupancy Deadline, the City Manager or their designee may extend the Occupancy Deadline by a period of up to twelve (12) months, upon written request by the Developer no less than thirty (30) days ahead of the Occupancy Deadline, pursuant to Section 18, Notices, of this Agreement.

F. Upon closing of the project financing, Developer shall execute a mortgage on the Subject Property in favor of the City, in the amount of \$641,415.35, in a commercially reasonable form. The City shall release such mortgage upon the Developer obtaining certificates of occupancy for all residential spaces on or before the Occupancy Deadline (including as may be extended). The City shall subordinate such mortgage to the primary or construction loan(s) for the project and shall sign a commercially reasonable subordination agreement demanded by the lender(s).

G. The Developer agrees to limit the base rent amount increases for all residential tenants that renew their leases at the Subject Property to no more than 2.5% per annum for ten (10) years. Once per calendar year during such ten (10) year period following execution of this Agreement, Developer shall provide to City a sworn (notarized or verified) rent roll reflecting prior and current year tenants and rent rates, reflecting compliance with the foregoing provision.

H. The Developer covenants and agrees to redevelop and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois. The Developer agrees that any and all reimbursements, monetary incentives to the Developer, or other benefits to the Developer covered under this Agreement are contingent upon Developer's compliance with this Section 2(H). Should Developer fail to pay any fees, taxes (including property taxes), or other amounts due, the City shall withhold all incentives, payments, and reimbursements due under this Agreement until past-due amounts have been paid in full.

I. The Developer covenants that the Project shall require an investment of approximately \$68,000,000. Upon completion of the Project, the Developer shall deliver receipts in the form of

paid bills, invoices, etc., as proof of the investment of approximately \$68,000,000 (“*Total Project Cost*”), which may include fees or other amounts to which Developer is obligated but will be paid out post-Project completion.

J. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), if and to the extent the Developer’s receipt of funds from the City pursuant to this Agreement causes the Project to become subject to the Prevailing Wage Act. Developer shall make best efforts to enter into a letter of intent with the Livingston and McLean Counties Building and Construction Trades Council to provide for Project work for this Agreement.

Section 3. City’s Obligations.

A. The City hereby agrees to forgivably lend to the Developer \$1.4 million in funding out of the City’s General Fund, pursuant to the authority granted by 65 ILCS 5/8-1-2.5, disbursed in full at the Developer’s closing of the project financing, estimated to be on or before December 1, 2025 (the “*One Time Payment Deadline*”).

The \$1.4 million forgivable loan under this Section 3(A) shall be contingent upon the City’s receipt of a \$1.4 million grant from the State of Illinois (the “*State Grant*”), with the intention that said grant shall be used to reimburse the City for General Fund expenditures toward a Public Works Campus acquisition, thereby creating a surplus of \$1.4 million in the City’s General Fund to allocate to the Project. Should the City not receive the State Grant, the City shall be under no obligation to make a \$1.4 million forgivable loan to Developer. Should receipt by the City of the State Grant be delayed past the One Time Payment Deadline, the City shall have the ability to extend the One Time Payment Deadline by a period not to exceed twelve (12) months (the “*Extension*”).

Period”). Should the City fail to receive the State Grant during the Extension Period, the City shall be released from the obligation of providing the \$1.4 million forgivable loan to Developer.

Should the City not receive the State Grant, the City’s failure to provide the \$1.4 million forgivable loan to Developer shall not be considered an event of Default by the City. Should the City be released from the obligation to provide a \$1.4 million forgivable loan to Developer, Developer shall have the option to terminate this Agreement without penalty.

Forgiveness of the \$1.4 million loan shall be contingent on the Developer reaching substantial completion by December 1, 2027. Should the Project not reach substantial completion of all residential spaces by December 1, 2027 (the “Completion Deadline”), Developer agrees to repay the City, in full, the 1.4 million dollars lent to Developer under this Section 3(A). So long as the Project reaches substantial completion as to all residential units by the Completion Deadline (including as may be extended), the City shall forgive the \$1.4 million loan in the amount of \$280,000.00 annually beginning August 31 of each year beginning after the sixth anniversary of the issuance of the final Certificate of Occupancy for the residential portion of the Project. Should Developer, due to events out of the Developer’s control, be unable to meet the Completion Deadline, the City Manager or their designee may extend the Completion Deadline for a period of up to twelve (12) months upon written request by the Developer to the City Manager no less than thirty (30) days ahead of the Completion Deadline, pursuant to Section 18, Notices, of this Agreement.

- B. The City hereby agrees to waive the City's administrative, permitting, and plan review fees incurred by the Developer for the Project.
- C. So long as no notice of default has been issued or is outstanding, the City agrees to annually pay \$128,283.07 to the Developer out of the City's General Fund (the "*General Fund Payment*") each year following the issuance of a building permit to Developer (i.e., the first payment may be as early as August 31, 2025, so long as Developer has had building permits issued for the Project for demolition or substantial exterior work), and through the year 2047. The General Fund Payment shall be contingent on the Developer annually paying all property taxes on the Subject Property, and shall be made no later than thirty (30) days after Developer provides proof that all property taxes due and owing on the Subject Property during that calendar year have been paid in full. Developer stipulates that damages to the City for breach of this Agreement, even beyond the Clawback period in Section 5(B), below, include the sum of \$128,283.07 for each year in which the City paid Developer the General Fund Payment. (E.g., after 15 years of such payments, the potential damage amount would equal \$1,924,246.05.) No General Fund Payment shall occur on August 31, 2048.
- D. Provided the Developer has satisfied the requirements as stated in Section 2 and no notice of default has been issued or is outstanding, on August 31 each year during the Term of this Agreement, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the Subject Property from the sources provided in Section 4.

- E. Provided the Developer has satisfied the requirements as stated in Section 2 and no notice of default has been issued or is outstanding, on August 31 of each year, for the Term of the Agreement, the City hereby agrees to annually reimburse to the Developer 60% of the City's 2.5% Home Rule Sales Tax and 60% of the 1% Retailers Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and 60% the City's 2% Food and Beverage Tax (collectively, the "*Municipal Taxes*") collected from the commercial businesses on the first and thirteenth floors of the Subject Property, contingent on those businesses being (i) new to the City of Bloomington; or (ii) an additional location to an existing business in Bloomington contingent on the original location(s) remaining open and the Municipal Taxes generated by said original location(s) remaining at or above the amount generated in the 12-month calendar year prior to the opening of the location at the Subject Property, for the first five (5) years that the additional location of the business remains open. The failure of an original location to remain open or generate sufficient taxes shall not trigger a Clawback of all of amounts reimbursed under this Section 3(E).
- F. The City agrees to provide to the Developer thirty (30) parking passes to Downtown parking locations, valued at \$50 per month per pass, for twenty (20) years, to be provided to the Developer within 30 days of the Developer being awarded the first Certificate of Occupancy.
- G. The City agrees to sell the property commonly known as 408 East Washington Street, Bloomington, Illinois, and identified by parcel index number 21-04-407-009 ("*Coachman Lot*") to the Developer for \$1, contingent on the City not entering into an agreement with another developer for the development of the Coachman Lot within one (1) year of the

execution of this Agreement with the requirement that the Developer will, within five (5) years of the purchase date, either (i) enter into a redevelopment agreement for the Coachman Lot; or (ii) be issued a building permit for the Coachman Lot. If the Developer fails complete one of the required conditions, the City will reclaim ownership of the property, at no cost to the City. This Section 3(G) shall survive the termination of this Agreement.

- H. For purposes of this Agreement “Incremental Taxes” shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value (“EAV”) of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

A. Upon the adoption of the Downtown Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the “STAF”) into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. So long as no notice of default has been issued or is outstanding, on August 31 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), ninety-two percent (92%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the UEP Bloomington LLC Subaccount of the STAF (which Subaccount shall be

automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Redevelopment Project Costs.

C. The deposits into the UEP Bloomington LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project, including failure to procure project financing, or ceases to own and manage the Subject Property and Project, other than a temporary cessation of operations for reasonable purposes such as Force Majeure or approved assignment and transfer of Developer’s interest and/or obligations hereunder pursuant to Section 13, below:

- A. All incentives provided by the City, as defined in Section 3, will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:
 - i. The Developer agrees to repay the City incentive payments paid as described in Section 3D and Section 3E of this Agreement, according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%
4	100%

5	100%
6	100%
7	80%
8	60%
9	40%
10	20%
11+	0%

- C. All amounts paid pursuant to Section 3(C) of this Agreement, shall be immediately due and payable to the City.
- D. The City shall have the right to enforce the lien created on the Subject Property through the mortgage entered into pursuant to Section 2(F) of this Agreement, provided said mortgage has not been released.

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project, or otherwise provide for such funds and costs, except as provided for herein.

Section 7. Events of Default by Developer.

Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- A. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- B. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- C. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Section 2, contained in this Agreement.
- D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

F. Developer's failure to pay the fees and expenses described in this Agreement.

Section 8. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. For defaults which could not readily be cured within a thirty (30) day period, the City shall grant the additional time to accomplish the cure under a commercially reasonable standard. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (A) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under

applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled

to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Term.

Unless earlier terminated pursuant to Section 8, the term of this Agreement shall commence on the date of execution and end August 31, 2048 (the "*Termination Date*"). The Termination Date will not be extended if the Downtown Tax Increment Financing District is extended unless amended as defined in Section 22.

Section 10. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2025, and paid in each subsequent year during the term of this Agreement.

Section 11. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), labor slow-down, civil disorder, inability to procure materials on a commercially reasonable basis, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), delays caused by historic preservation requirements and approval processes, or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the

foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 12. Zoning.

The Project is consistent with the City's general zoning plan. Further, the Project and the structures on the Subject Property is proper and conforming under the current zoning classification of the Subject Property, D-1. (See Bloomington Zoning Code, Sec. 44-502 and Table 502A.) If such regulations are amended in the future wherein the use, setbacks, and other features of the Project and the building on the Subject Property would no longer be permitted, the unpermitted aspect(s) shall be deemed "lawful non-conforming" and allowed to continue.

Section 13. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. Developer may, by written notice, direct the payment of any funds from the City hereunder to a different entity.

Section 14. Condition Subsequent.

Developer's obligations hereunder (and the City's bilateral obligations that would follow Developer's performance) are subject to the condition subsequent that Developer is, after commercially reasonable efforts, able to assemble the project financing reasonably necessary for the Project. If Developer has not assembled the project financing by December 1, 2025, this Agreement will automatically terminate unless otherwise agreed to in writing by City and

Developer. Should the Developer receive the first General Fund Payment contemplated under Section 3(C) prior to termination of the Agreement under this Section 14, Developer shall repay the City in full the \$128,283.07 General Fund Payment.

Section 15. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 16. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided to said party pursuant to this Agreement.

Section 17. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 18. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : UEP Bloomington LLC
ATTN: Justin Fern
134 North 1st Street
Rockford, Illinois 61107

With a copy to: Jeff Orduno
PO Box 4744
Rockford, Illinois 61110

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to: Megan Lamb City of Bloomington
1804 N Naper Blvd Attn: Legal Department
Suite 350 115 E. Washington St.
Naperville, Illinois 60563 Bloomington, IL 61701

Section 19. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 20. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 21. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 22. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or

their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 23. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

CITY OF BLOOMINGTON

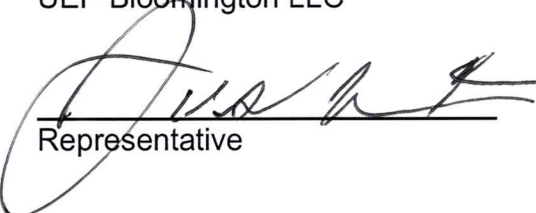
ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

UEP Bloomington LLC

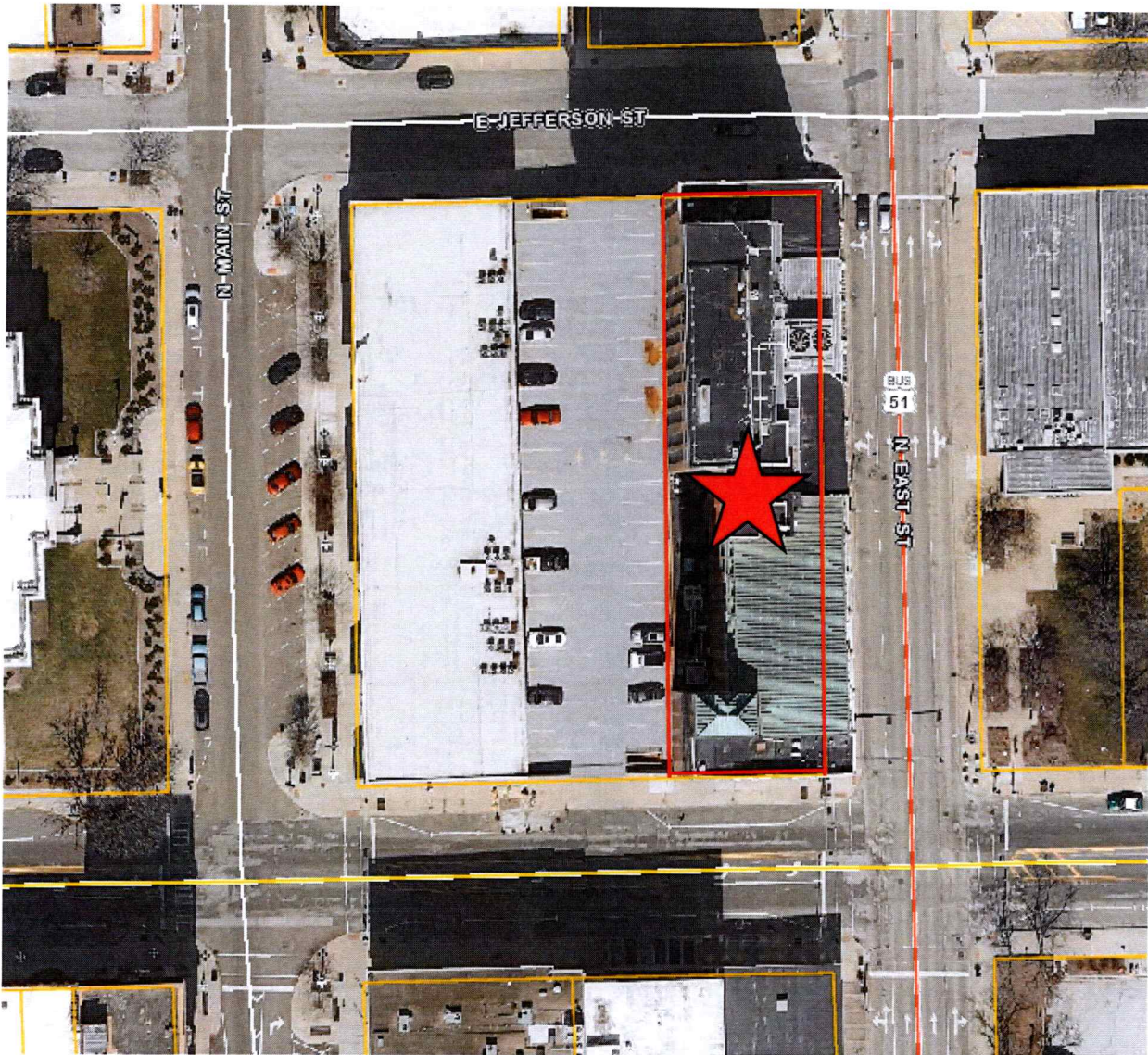
ATTEST



Representative



Exhibit A: Project Area – 112 E Washington Street (21-04-334-007), Bloomington, Illinois



**LIVINGSTON AND MCLEAN COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
P.O. Box 3248 Phone (309)828-4368 Bloomington, IL 61702
IN AFFILIATION
BUILDING AND CONSTRUCTION TRADES DEPARTMENT**

April 7, 2025

Via: E-Mail

UEP Bloomington LLC
134 N 1st St.
Rockford, IL 61107-3900

RE: Old State Farm "Fire" Building Project

Dear Mr. Justin Fern:

This letter is to follow up on our recent conversations concerning UEP Bloomington LLC's desire to renovate the Old State Farm "Fire" Building, 112 East Washington Street, Bloomington, IL into a new development known as the GJ Lofts. To that end, it is our understanding that UEP Bloomington LLC will be petitioning state and local governments for the various necessary appropriations, permits and/or other approval for such project.

As we also discussed, Livingston & McLean County Building Trades is a labor organization which represents trade unionists and other employees who perform work within the State of Illinois. Additionally, the trades sponsor state-of-the-art training facilities, which provide in-person and hands-on training to both journeymen and apprentices. As such, the Livingston & McLean County Building Trades Council has the resources to provide highly skilled journeymen and apprentices for the construction of your proposed development.

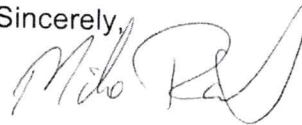
By utilizing only contractors who are signatory to the appropriate collective bargaining agreements with the various union trades of the council, your company will have access to the skilled workers that comprise the Unions membership. Accordingly, the Livingston & McLean County Building Trades Council requests that Urban Equity Properties, by signing this letter, confirm its intention that if it is granted the necessary approval for this proposed project it will award such construction work **only** to contractors who are signatory to the appropriate agreements with trades of the council or commit in writing to doing so upon being awarded such work, except as to demolition and environmental abatement work contracted with and being performed by Balestrieri Environmental & Development, Inc. or any subcontractors thereof, including Environmental Hazard Control, Inc.

Upon receipt of such written confirmation, the Livingston & McLean County Building Trades Council agrees to utilize its best efforts and resources to engage in lawful

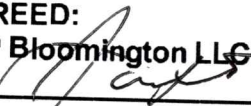
activity to promote the awarding of the necessary appropriations, permits and/or other approval for such a project to UEP Bloomington LLC. Such lawful activity may include, but not be limited to, lobbying state and local officials; staging rallies or other peaceful promotions in support of the project; and/or contacting business, environmental, health, safety and/or other groups to generate support for Urban Equity Properties receiving the necessary approvals.

It was a pleasure meeting you and we look forward to a long and harmonious relationship between our organizations.

Sincerely,



Mike Raikes, President

AGREED:
UEP Bloomington LLC _____
By:  _____
Title: Manager _____

Date: 4-7-2025 _____



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and HP Bloomington Empire, LLC, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Previously the site located at 1312 E. Empire Street held a large office building that housed GTE offices. The building opened in 1958 as the GTE (General Telephone) State Office building. In 2000, GTE and Bell Atlantic merged to form Verizon. The building closed in 2007 and was demolished in late 2010 and early 2011. It has since been known as the Old Verizon Site and sat vacant as a redevelopment opportunity.

On August 15, 2015, City officials authorized TIF consultant Pekham Guyton Albers & Viets (PGAV) to conduct a feasibility study for the purpose of creating a Redevelopment Project Area. PGAV found that the area encapsulated in what is now known as the Empire Street Corridor TIF District, including the Old Verizon Site, to be a “blighted area” and therefore qualified for the implementation of a Tax Increment Financing District (TIF). On February 22, 2016, The Empire Street Corridor TIF District was designated and adopted by the City Council to assist with the redevelopment of the area and removal of blight.

Holladay Properties is a fully integrated real estate firm, which offers development, construction, brokerage, and property management services. The firm is based in South Bend, IN, with a Chicagoland office based in Clarendon Hills, and has been family-owned since its 1952 founding. Holladay Properties is active in the development of multi-family, hospitality, industrial, healthcare, and self-storage. Holladay Properties submitted an incentive application for the redevelopment of the Old Verizon Site on June 28, 2024 to assist with the great cost of redeveloping the site into a residential development. This residential development includes 210 apartment units comprised of studio, one-, two-, and three-bedroom apartments, green space and dog park, surface and indoor parking spaces, and other amenities.

Tax Increment Financing (TIF) will be utilized to assist in the completion and success of the redevelopment. If approved, the City will reimburse \$500,000 of TIF eligible expenses to the developer out of the Empire Street Corridor TIF STAF account after the developer provides

documentation of such expenses. If approved, the City will reimburse the developer for TIF eligible expenses in an amount equal to the lesser of (i)9.79% of the total project cost or (ii)\$4,064,847.68, or until August 31, 2040, whichever comes first from TIF increment generated by the project property after the developer provides documentation of such expenses. The City has also agreed to waive all permitting and plan review fees for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: At completion of this redevelopment, it is expected that the property tax value for the property will greatly increase, increasing the future property tax revenue for the taxing bodies, including the City of Bloomington. Tax Increment Financing (TIF) will be utilized to assist in the completion and success of the redevelopment. If approved, the City will reimburse \$500,000 of TIF eligible expenses to the developer out of the Empire Street Corridor TIF account after the developer provides documentation of such expenses. If approved, the City will reimburse the developer for TIF eligible expenses in an amount equal to the lesser of (i)9.79% of the total project cost or (ii)\$4,064,847.68, or until August 31, 2040, whichever comes first from TIF increment generated by the project property after the developer provides documentation of such expenses. The City has also agreed to waive all permitting and plan review fees for this project.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[DSD 1B Ordinance](#)

[DSD 1C Ordinance - Exhibit A](#)

ORDINANCE NO. 2025 - _____

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

WHEREAS, the City of Bloomington, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”) and the City’s authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and

WHEREAS, on February 22, 2016, the City approved a redevelopment project and plan (the “Redevelopment Plan”), designated the Empire Street Corridor Redevelopment Project Area (the “Empire Street TIF District”) and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and

WHEREAS, HP Bloomington Empire, LLC, an Indiana limited liability company qualified to do business in the State of Illinois as a foreign limited liability company, (the “Developer”) has put forward an application to redevelop a parcel of land into a residential development inclusive of two-hundred and ten (210) residential units across seven (7) separate buildings with parking options and community amenities (the “Project”); and

WHEREAS, The Project will be located on land near E. Empire Street and S. Towanda Avenue within the corporate boundaries of the City, consisting of generally 7.46 acres located at 1312 E. Empire Street (the “Subject Property”); and

WHEREAS, the Developer has informed the City that the ability to proceed with the Project requires financial assistance from the City to offset the extraordinary costs to be incurred by the Developer; and

WHEREAS, the Subject Property is located within the Empire Street TIF District; and

WHEREAS, the Mayor and City Council of the City have determined that in order to induce the Developer to proceed with the Project, thereby providing economic development within the City, which is in the best interests of the City and the health, safety and welfare of its residents, for the City to provide financial assistance to the Developer pursuant to the terms of a redevelopment agreement attached hereto as Exhibit A.

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

SECTION 1. That the Redevelopment Agreement by and between the City of Bloomington, Illinois and HP Bloomington Empire, LLC (Exhibit A) is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

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

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

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

PASSED this 14th day of April 2025

APPROVED this ____ day of April 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND HP BLOOMINGTON EMPIRE, LLC.**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2025, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and HP Bloomington Empire, LLC, an Indiana limited liability company qualified to do business in the State of Illinois as a foreign limited liability company (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act; and

WHEREAS, as a result of the Feasibility Study, PGAV determined the Project Area qualifies as a "blighted area" under the TIF Act and, therefore, as directed by the Corporate Authorities, proceeded to prepare a redevelopment plan to set the goals and objectives of the City and all other matters required by the TIF Act to address and eliminate the blighting factors which qualified the Project Area as a blighted area; and

WHEREAS, on February 22, 2016, the Corporate Authorities approved the Tax Increment Financing Redevelopment Plan prepared by PGAV and designated the "Empire Street Corridor Redevelopment Project Area" as a Redevelopment Project Area pursuant to the TIF Act (Ordinance Nos. 2016-08, 2016-09, and 2016-10); and

WHEREAS, the Project Area includes real estate located in the vicinity of the Old Verizon Site, commonly known as 1312 E. Empire Street, Bloomington, Illinois, and identified by parcel index

number 14-34-480-030 (the “*Subject Property*”) as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Developer is looking to acquire the Subject Property and intends to develop the Subject Property into a multi-family community substantially in the form depicted on the Site Plan dated March 16, 2025 and attached hereto as *Exhibit B* (the “Project”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with improvements to the Subject Property in completing the Project from revenues available to the City, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. On or before August 1, 2025, the Developer shall have submitted to the City for its approval, detailed final construction plans to develop the Subject Property into the Project.

B. On or before November 1, 2025, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois, unless delayed by Force Majeure as described in Section 10..

C. The Developer covenants and agrees to complete the redevelopment of the Project and obtain certificates of occupancy for at least 75% of the units on or before November 1, 2027, unless delayed by Force Majeure as described in Section 10.

D. The Developer covenants and agrees to construct buildings and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

E. The Developer covenants that the Project shall require an investment of approximately \$41,525,000. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$41,525,000 (“*Total Project Cost*”).

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), if and to the extent that the reimbursement by the City of costs incurred by Developer in connection with the completion of the Project requires that the completion of the Project be subject to the Prevailing Wage Act.

Section 3. City’s Obligations.

A. The City hereby agrees to reimburse the Developer a one-time reimbursement of \$500,000 for TIF eligible expenses from the special tax allocation fund as defined in section 4A, contingent on the Developer providing documentation of at least \$500,000 in

eligible expenses. Funds will be dispersed after documentation has been provided to and verified by the City.

- B. The City hereby agrees to waive the City's administrative, permitting, and plan review fees incurred by the Developer for the Project.
- C. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from Incremental Taxes (hereinafter defined) generated from the Subject Property from the sources provided in Section 4, in an amount equal to the lesser of (i) 9.79% of Total Project Cost; or (ii) \$4,064,847.68 (the "*Reimbursable Project Costs*").
- D. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

- A. Upon the adoption of the Empire Street Corridor Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "*STAF*") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.
- B. So long as no notice of default has been issued which remains uncured, on August 31 of each year (or, if later, that date which is ten (10) days following the date upon which the City

receives Incremental Taxes from the final installment of real estate taxes), ninety-eight percent (98%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the HP Bloomington Empire, LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Reimbursable Project Costs.

C. The deposits into the HP Bloomington Empire, LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project as required by Section 2 above, or Developer or its successors or assigns as owner of the Subject Property, ceases to operate the Subject Property consistent with the description of the Project, other than a temporary cessation of operations for reasonable purposes such as Force Majeure:

- A. The tax incentive provided by the City will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:
 - i. Prior to receipt of the \$500,000 one-time reimbursement under Section 3.A of this Agreement, Developer agrees to execute a promissory note in the amount of \$500,000 with interest, where the interest rate shall be variable and set monthly equal to the Consumer Price Index for All Urban Consumers for the Midwest Region (“CPI”) as published by the U.S. Bureau of Labor Statistics, said interest shall being to accrue immediately. Said note shall be due and payable within thirty (30) days of termination of this redevelopment agreement due to an event of Default by the Developer. In the event the Developer completes the Project as agreed the note shall be cancelled as

if paid in full. The City’s ability to draw on the Promissory Note under this Section 5.B.i shall be contingent on the Developer’s prior receipt of the \$500,000 one-time reimbursement under Section 3.A.

- ii. If the City terminates this Agreement prior to the ninth (9th) anniversary of the date first written above, the Developer agrees to repay the City for increment actually received by the Developer from the City pursuant to Section 3.D above according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%
4	100%
5	80%
6	60%
7	40%
8	20%
9+	0%

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 7. Remedies – Liability.

A. If, in the City's reasonable judgment, the Developer is in material default of its obligations outlined in this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail the nature of such material default. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the Developer shall have such additional time as may be necessary to comply so long as the Developer commences compliance within thirty (30) days of receipt of notice from the City and diligently proceeds to fulfill such obligation until completed. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including without limitation the right to pursue compensatory damages not to exceed the amount actually reimbursed from the City to the Developer under this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City

may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's reasonable judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the City shall have such additional time as may be necessary to comply so long as the City commences compliance within thirty (30) days of receipt of notice from the Developer and diligently proceeds to fulfill such obligation until completed.. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City

to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) August 31, 2040 (the "*Termination Date*").

Section 9. Verification of Tax Increment.

The Developer shall cooperate with the City in good faith and use commercially reasonable efforts to obtain and deliver to the City copies of all real estate tax bills for the Subject Property payable in 2025, and which become payable in each subsequent year during the term of this Agreement for the Subject Property.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure to receive any governmental permits and/or approvals when the Developer in good faith has made and prosecuted applications and requests for same, failure or interruptions of power, restrictive governmental laws and

regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Assignment.

During the construction of the Project, and through the ninth (9th) anniversary of the date first written above, this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. From and after the completion of the Project through the ninth (9th) anniversary of the date first written above, any deed of conveyance with respect to the Subject Property shall include a restrictive covenant concerning the operation of the Subject Property consistent with the Project during the term of this Agreement.

Section 12. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor,

subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 13. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided to said party pursuant to this Agreement.

Section 14. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : HP Bloomington Empire, LLC
1 Walker Avenue, Suite 300
Clarendon Hills, IL 60514
Attn: Mike Doyle

With a copy to: HP Bloomington Empire, LLC
3454 Douglas Road, Suite 250
South Bend, IN 46635
Attn: Legal Department

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to: Megan Lamb
1804 N Naper Blvd
Suite 350
Naperville, Illinois 60563
City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 16. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 17. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

CITY OF BLOOMINGTON

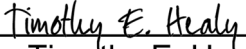
ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

HP Bloomington Empire, LLC
By: Holladay Manager, its Manager

ATTEST

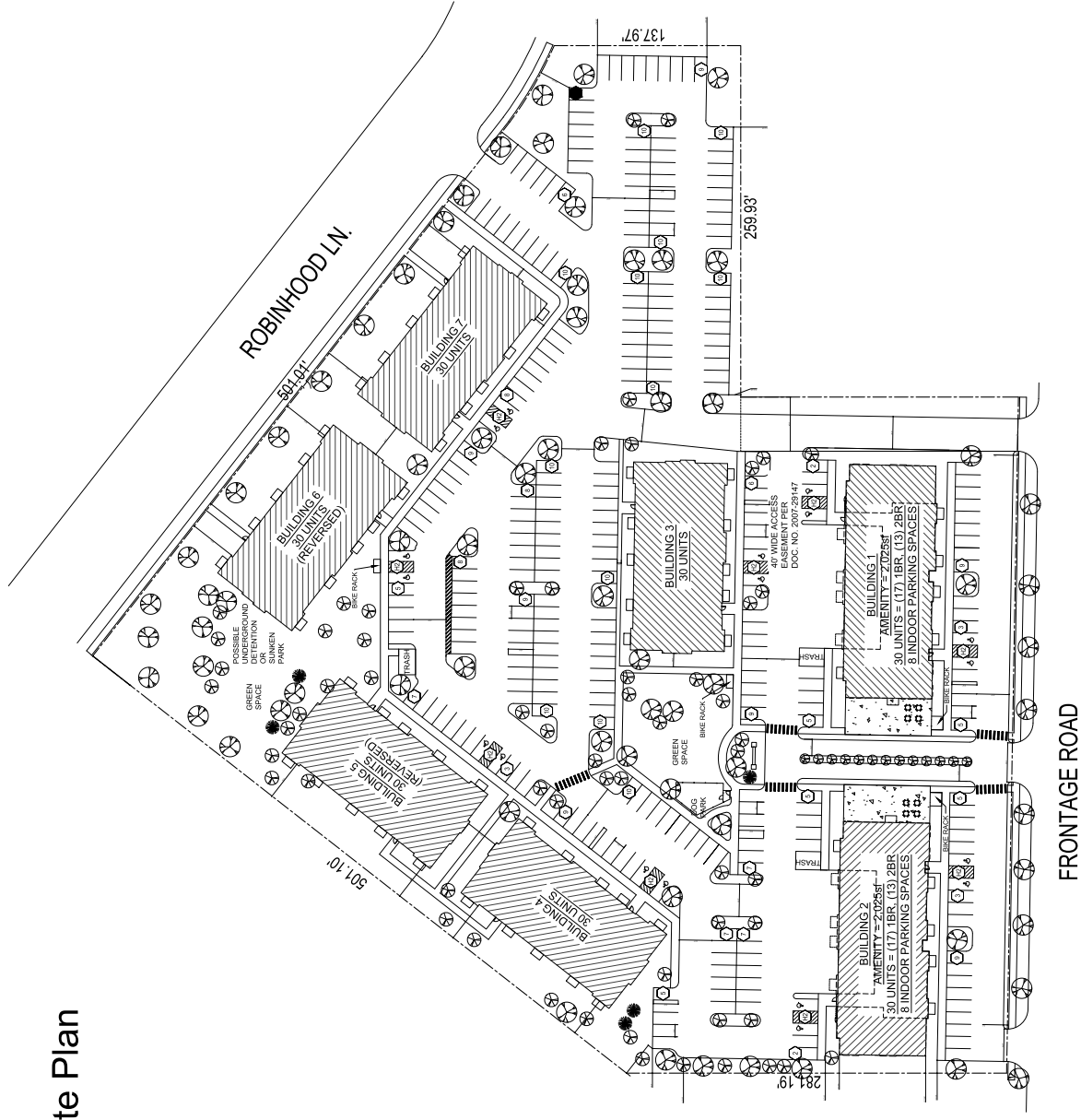
DocuSigned by:


By: Timothy E. Healy
Its: Manager

Exhibit A: Project Area - 1312 E. Empire Street (14-34-480-030), Bloomington, Illinois



Exhibit B: Site Plan



1312 E. EMPIRE ST. - Bloomington, Ill.
 Conceptual Site Plan #5
 3/16/2025



REGULAR AGENDA ITEM NO. 8.E.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2026 (Beginning May 1, 2025, and Ending April 30, 2026) Budget, as requested by the Finance Department and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City Code requires the adoption of an annual appropriation ordinance. The proposed budget was presented to Council on March 10, 2025. A Public Hearing was conducted on March 24, 2025. The proposed budget was made available in two budget books. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

This budget incorporates the City's Strategic Plan Goals:

- *Goal 1: Financially Strong City Providing Quality Basic Services*
- *Goal 2: Upgrade Infrastructure and Facilities*
- *Goal 3: Strong Neighborhoods*
- *Goal 4: Grow the Local Economy*
- *Goal 5: Great Place – Livable, Sustainable City*
- *Goal 6: Prosperous Downtown*

Donations of \$45K to the McLean County Museum of History were removed from the Proposed Budget totals due to a personal tie Council Member Cody Hendricks has with the operations of the museum. Instead, this donation will be presented and considered separately by Council as an Amendment to the Fiscal Year ("FY") 2026 budget, immediately following the Adoption. If approved, staff intend to include the donation in the final FY 2026 totals in all published documents.

The Citywide Fiscal Year ("FY") 2026 Budget is \$317.9M which is a 4% decrease over the FY 2025 Adopted Budget of \$331.7M and includes \$81.1M in Capital Projects. The General Fund, which is 43% of the total budget, FY 2026 Budget is \$137M which is a 4% decrease from the FY 2025 Adopted Budget of \$143.1M.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing was

advertised in *The Pantagraph* on March 11, 2025, and was held on March 24, 2025. In addition to the Proposed Budget presentation on March 10, 2025, public budget discussion on the City Manager's Proposed Budget was also undertaken during the Council meeting on February 17, 2025.

FINANCIAL IMPACT: The FY 2026 Proposed Budget for the City's 30 funds is \$317,809,336 (excluding \$45K for the McLean County Museum).

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C Ordinance - Exhibit A](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO ADOPT AND APPROPRIATE THE FISCAL YEAR 2026 (BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026) BUDGET

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

WHEREAS, the City desires to make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2025, and ending April 30, 2026, for the City of Bloomington, McLean County, Illinois; and

WHEREAS, the passage of the Budget Document (Exhibit A) shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4; and

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

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

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

SECTION 2. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, IHDA, Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown Southwest TIF, Downtown East Washington TIF, Downtown Redevelopment TIF, General Bond and Interest Fund, Arena Bond Redemption, Multi-Project Bond Redemption, Capital Improvement Fund, Capital Improvement (Asphalt and Concrete) Fund, Capital Lease Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the Fiscal Year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2025 and ending April 30, 2026.

SECTION 3. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2026, a copy of which is available at the City Clerk's Office and incorporated by reference. (NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2026, published in book form, copies of which are available for inspection at the Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

SECTION 4. That all sums of money not needed for immediate specific purposes may be invested according to the City's Investment Policy adopted on August 23, 2021.

SECTION 5. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance

Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

SECTION 6. If any section, subdivision, sentence, or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 7. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

SECTION 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 9. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 14th day of April 2025.

APPROVED this ___ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON, IL
FY 2026

PROPOSED BUDGET

SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2024	FY 2025 Projected Revenues	FY 2025 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2025 ^A	Projected Fund Balance Percent	FY 2026 Proposed Revenues	FY 2026 Proposed Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2026	Projected Fund Balance Percent	Projected Fund Balance Percent Change 25-26
General Fund	\$ 49,791,480	\$ 134,610,070	\$ 147,594,103	\$ 36,807,446	24.94%	\$ 136,924,051	\$ 136,924,051	\$ (3,284,994)	\$ 33,522,452	24.48%	-8.92%
General Fund Total:	\$ 49,791,480	\$ 134,610,070	\$ 147,594,103	\$ 36,807,446	24.94%	\$ 136,924,051	\$ 136,924,051	\$ (3,284,994)	\$ 33,522,452	24.48%	-8.92%
Special Revenue:											
Motor Fuel Tax	\$ 28,495,172	\$ 5,056,874	\$ 9,843,425	\$ 23,708,621	240.86%	\$ 34,257,853	\$ 34,257,853	\$ (23,283,475)	\$ 425,146	1.24%	-98.21%
Board of Elections	\$ 1,055,416	\$ 689,474	\$ 884,327	\$ 860,563	97.31%	\$ 758,649	\$ 758,649	\$ (19,330)	\$ 841,233	110.89%	-2.25%
Drug Enforcement	\$ 1,651,519	\$ 213,800	\$ 64,520	\$ 1,800,799	2791.07%	\$ 604,450	\$ 604,450	\$ (392,450)	\$ 1,408,349	233.00%	-21.79%
Community Development	\$ (54,462)	\$ 1,238,813	\$ 1,238,813	\$ (54,462)	-4.40%	\$ 1,034,900	\$ 1,034,900	\$ -	\$ (54,462)	-5.26%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ 867	\$ 236,000	\$ 236,000	\$ 867	100.00%	\$ 415,000	\$ 415,000	\$ -	\$ 867	0.21%	0.00%
Library	\$ 4,881,952	\$ 7,698,073	\$ 7,698,073	\$ 4,881,952	63.42%	\$ 7,914,956	\$ 7,914,956	\$ -	\$ 4,881,952	61.68%	0.00%
Library Fixed Asset	\$ 1,005,770	\$ 70,000	\$ 90,842	\$ 984,928	1084.22%	\$ 321,000	\$ 321,000	\$ (251,000)	\$ 733,928	228.64%	-25.48%
Park Dedication	\$ 885,317	\$ 47,510	\$ 315,515	\$ 617,312	0.00%	\$ 34,533	\$ 34,533	\$ 9,533	\$ 626,845	1815.21%	1.54%
Empire St. Corridor TIF	\$ 803,235	\$ 580,729	\$ 240,665	\$ 1,143,299	475.06%	\$ 621,867	\$ 621,867	\$ 371,867	\$ 1,515,166	0.00%	0.00%
Downtown Southwest TIF	\$ (207,383)	\$ 16,906	\$ -	\$ (190,477)	0.00%	\$ 18,548	\$ 18,548	\$ 18,548	\$ (171,929)	0.00%	-9.74%
Downtown East Washington TIF	\$ (172,774)	\$ 51,567	\$ 32,965	\$ (154,172)	-467.68%	\$ 55,155	\$ 55,155	\$ 19,255	\$ (134,917)	0.00%	-12.49%
Downtown Redevelopment TIF	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000	\$ 5,000	\$ (5,000)	\$ (5,000)	0.00%	0.00%
Special Revenue Total:	\$ 38,344,628	\$ 15,899,747	\$ 20,645,145	\$ 33,599,230	162.75%	\$ 46,041,911	\$ 46,041,911	\$ (23,532,052)	\$ 10,067,178	21.87%	-70.04%
Debt Service:											
General Bond and Interest	\$ 2,680,790	\$ 3,428,299	\$ 2,612,630	\$ 3,496,458	133.83%	\$ 3,569,885	\$ 3,569,885	\$ 123,396	\$ 3,619,855	101.40%	3.53%
Arena Bond Redemption	\$ 1,885,679	\$ 1,971,586	\$ 1,838,218	\$ 2,019,048	109.84%	\$ 1,974,637	\$ 1,974,637	\$ 23,551	\$ 2,042,599	103.44%	1.17%
Multi-Project Bond Redemption	\$ 1,277,622	\$ 5,000	\$ 1,282,622	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Debt Service Total:	\$ 5,844,091	\$ 5,404,885	\$ 5,733,470	\$ 5,515,506	96.20%	\$ 5,544,522	\$ 5,544,522	\$ 146,947	\$ 5,662,453	102.13%	2.66%
Capital Projects:											
Capital Improvement	\$ 3,050,881	\$ 12,039,728	\$ 11,853,147	\$ 3,237,462	27.31%	\$ 11,962,735	\$ 11,962,735	\$ (2,976,727)	\$ 260,735	2.18%	-91.95%
Capital Lease	\$ (2,680,691)	\$ 1,316,331	\$ 1,316,331	\$ (2,680,691)	-203.65%	\$ -	\$ -	\$ -	\$ (2,680,691)	#DIV/0!	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 112,285	\$ 11,356,014	\$ 10,484,877	\$ 983,422	9.38%	\$ 8,000,000	\$ 8,000,000	\$ (867,223)	\$ 116,199	1.45%	-88.18%
Capital Project Total:	\$ 482,475	\$ 24,712,073	\$ 23,654,355	\$ 1,540,193	6.51%	\$ 19,962,735	\$ 19,962,735	\$ (3,843,950)	\$ (2,303,757)	-11.54%	-249.58%
Enterprise:											
Water	\$ 4,045,564	\$ 37,927,830	\$ 33,471,494	\$ 8,501,900	25.40%	\$ 48,418,971	\$ 48,418,971	\$ (2,525,297)	\$ 5,976,603	12.34%	-29.70%
Sewer	\$ 2,482,154	\$ 9,741,231	\$ 8,576,475	\$ 3,646,910	42.52%	\$ 10,173,477	\$ 10,173,477	\$ (1,364,837)	\$ 2,282,073	22.43%	-37.42%
Storm Water	\$ 1,674,867	\$ 5,499,157	\$ 4,513,084	\$ 2,660,940	58.96%	\$ 6,156,911	\$ 6,156,911	\$ (1,381,071)	\$ 1,279,869	20.79%	-51.90%
Solid Waste	\$ 1,546,333	\$ 9,132,650	\$ 9,543,313	\$ 1,135,671	11.90%	\$ 9,442,082	\$ 9,442,082	\$ (30,738)	\$ 1,104,933	11.70%	-2.71%
Abraham Lincoln Parking Deck	\$ 236,906	\$ 500,000	\$ 347,255	\$ 389,651	112.21%	\$ 476,000	\$ 476,000	\$ 59,147	\$ 448,798	94.29%	0.00%
Golf Courses	\$ 1,130,701	\$ 3,230,492	\$ 2,952,614	\$ 1,408,579	47.71%	\$ 4,007,812	\$ 4,007,812	\$ (891,720)	\$ 516,859	12.90%	0.00%
Bloomington Arena	\$ (427,491)	\$ 7,408,362	\$ 7,908,362	\$ (927,491)	-11.73%	\$ 7,699,888	\$ 7,699,888	\$ -	\$ (927,491)	-12.05%	0.00%
Enterprise Total:	\$ 10,689,033	\$ 73,439,722	\$ 67,312,596	\$ 16,816,159	24.98%	\$ 86,375,140	\$ 86,375,140	\$ (6,134,515)	\$ 10,681,644	12.37%	-36.48%
Internal Service Fund:											
Casualty Insurance	\$ 4,296,816	\$ 5,324,250	\$ 4,986,032	\$ 4,635,034	92.96%	\$ 5,460,600	\$ 5,460,600	\$ 18,959	\$ 4,653,992	85.23%	0.41%
Employee Insurance and Benefits	\$ 2,324,855	\$ 14,065,900	\$ 13,945,900	\$ 2,444,855	17.53%	\$ 14,621,112	\$ 14,621,112	\$ 120,000	\$ 2,564,855	17.54%	4.91%
Employee Retiree Group Healthcare	\$ 211,715	\$ 1,954,400	\$ 1,948,400	\$ 217,715	11.17%	\$ 2,029,265	\$ 2,029,265	\$ 6,000	\$ 223,715	11.02%	2.76%
Internal Service Fund Total:	\$ 6,833,386	\$ 21,344,550	\$ 20,880,332	\$ 7,297,604	34.95%	\$ 22,110,977	\$ 22,110,977	\$ 144,959	\$ 7,442,563	33.66%	1.99%
Fiduciary:											
JM Scott Total	\$ 16,198,243	\$ 790,205	\$ 790,205	\$ 16,198,243	2049.88%	\$ 850,000	\$ 850,000	\$ -	\$ 16,198,243	1905.68%	0.00%
Fiduciary Fund Total:	\$ 16,198,243	\$ 790,205	\$ 790,205	\$ 16,198,243	2049.88%	\$ 850,000	\$ 850,000	\$ -	\$ 16,198,243	1905.68%	0.00%
Total:	\$ 128,183,336	\$ 276,201,252	\$ 286,610,206	\$ 117,774,382	41.09%	\$ 317,809,336	\$ 317,809,336	\$ (36,503,605)	\$ 81,270,777	25.57%	-30.99%

^A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
^B Net use of fund balance column depicts uses or additions to fund balance reserves.



REGULAR AGENDA ITEM NO. 8.F.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, Related to the McLean County Museum of History, as requested by the Finance Department and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The McLean County Museum of History is an asset to the City's Downtown, serving as an attraction for visitors and providing the invaluable service of preserving the history of the area. As such, the City provides annual donations in support of its operations – and has incorporated those donations in the annual budget appropriation.

As Councilmember Cody Hendricks has a personal tie to the operations of the museum, the annual donation of \$45,000 was excluded from the Fiscal Year ("FY") 2026 Appropriation submitted to Council for approval. This donation is therefore being submitted for approval separately, as an amendment. If the Amendment is approved, it is the intention of staff to include the donation in the final FY 2026 totals in all published documents. If the annual FY 2026 Appropriation of \$317,809,336 is adopted as presented, this amendment will result in a final FY 2026 Budget total of \$317,854,336.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the Ordinance approving the Budget Amendment of \$45,000 is approved, the final FY 2026 Adopted Budget for the City's 30 funds will be \$317,854,336. The Ordinance and Exhibit follow this memo. The Exhibit lists the accounts to be adjusted to include the \$45,000 Budget Amendment.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 3B Ordinance](#)

[FIN 3C Ordinance - Exhibit A](#)

ORDINANCE NO. 2025 – ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY

WHEREAS, on April 14, 2025, by Ordinance Number 2025-XX, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year beginning May 1, 2025, and ending April 30, 2026, which Ordinance was approved by Mayor Mboka Mwilambwe on April XX, 2025; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2026 Budget for the City's annual donation to the McLean County Museum of History, in the amount of \$45,000, as requested by the Administration and Finance Departments.

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

SECTION 1. Ordinance Number 2025-XX (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2026) is further hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 2. Except as provided for herein, Ordinance Number 2025-XX shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section 1 of this Ordinance shall be amended in Ordinance Number 2025-XX.

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

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Use of Fund Balance	\$ (45,000.00)
10019170-75028	General	McLean County Museum of History	\$ 45,000.00
Net Transaction:			\$ -



REGULAR AGENDA ITEM NO. 8.G.

FOR COUNCIL: April 14, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Appoint a Mayor Pro Tem for the City of Bloomington , as requested by City Council.

RECOMMENDED MOTION: *I move to appoint _____, to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.*

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Illinois Municipal Code provides that if the Mayor is temporarily absent because of an incapacity to perform their duties, but the incapacity does not create a vacancy in the office, the corporate authorities can elect one of their own to act as Mayor Pro Tem. The Mayor Pro Tem, during the absence or disability of the Mayor, can perform the duties and possess all the rights and powers of the Mayor, but cannot vote both as Mayor Pro Tem and as a Council Member.

The City of Bloomington has a practice of having one Council Member designated as the Mayor Pro Tem for those times when the Mayor is absent due to being outside of the City for such a length of time as would reasonably call for a fully empowered replacement or in case of another incapacity.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 4B Resolution](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION TO APPOINT A MAYOR PRO TEM FOR THE CITY OF BLOOMINGTON

WHEREAS, the Illinois Municipal Code provides that if the Mayor is temporarily absent because of an incapacity to perform their duties, but the incapacity does not create a vacancy in the office, the corporate authorities (Council) can elect one of their own to act as Mayor Pro Tem; and

WHEREAS, the Mayor Pro Tem, during the absence or disability of the Mayor, can perform the duties and possess all the rights and powers of the Mayor, but cannot vote both as Mayor Pro Tem and as a Council Member; and

WHEREAS, the City of Bloomington has a practice of having one Council Member designated as the Mayor Pro Tem for those times when the Mayor is absent due to being outside of the City for such a length of time as would reasonably call for a fully empowered replacement or in case of another incapacity; and

WHEREAS, the City Council finds it in the best interest of the City to appoint a Mayor Pro Tem.

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. City Council appoints Council Member _____ to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City of other incapacity.

PASSED this 14th day of April 2025.

APPROVED this ____ day of April 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk