City of Bloomington

City Council

Regular Session

May 11, 2026

Components of the City Council Agenda

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

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

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

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

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

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

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

Mayor and Council

Mayor - Dan Brady

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

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

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission
To Lead, Serve and Uplift the City of Bloomington

Vision
A Jewel of the Midwest Cities

Values
Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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

City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, May 11, 2026 - 6:00 PM

1. **Call to Order**

2. **Pledge of Allegiance to the Flag**

3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**

4. **Roll Call**

5. **Recognition/Appointments**

   A. **Proclamation for Building Safety Month for May 2026, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)

   B. **Proclamation for Emergency Management Services (EMS) Week, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)

   C. **Recognition of Boards & Commissions Appointment and 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 City Council from the Consent Agenda for discussion are listed and voted on separately.

   A. **Consideration and Action to Approve the Minutes of the April 13, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)

   B. **Consideration and Action to Approve the Minutes of the April 23, 2026, Special City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)

   C. **Consideration and Action to Approve the Minutes of the April 20, 2026, Regular Welcoming America Commission Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)

D. **Consideration and Action on Approving Bills and Payroll in the Amount of $9,207,099.35, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)

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

F. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Stewart Spreading, Inc., for Removal of Lime Sludge from Sludge Lagoons, in an Amount Up to $1,500,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)

G. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2027 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of $737,102.80, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)

H. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year 2027 Pavement Preservation Reclamite Program, in the Amount of $140,012.20, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)

I. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Utility Maintenance Contract (Bid # 2026 - 39), in the Amount of $2,079,080, as requested by the Water Department.** (Recommended Motion: The proposed Ordinance be approved.)

J. **Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Water Service-Premise Plumbing Maintenance Contract (Bid # 2026-40), in the Amount of $312,600, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)

K. **Consideration and Action on a Resolution Approving a Water Service Extension Agreement for the Property Commonly Known as 1713 Bunn Street (PIN: 21-09-479-014), as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)

L. **Consideration and Action on a Resolution Approving a Memorandum of Understanding and Agreement Between the City of Bloomington and Crawford, Murphy & Tilly, Inc., Related to Cost Sharing for the Downtown Streetscape North Main Plaza Sewer Remediation, in the amount of $120,008.54, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)

M. **Consideration and Action on an Ordinance Approving an Amendment to the**

Amended and Restated Lease Agreement Setting the Lease Payment Amounts for 2026 with the Public Building Commission of McLean, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Ordinance be approved.)

N. **Consideration and Action on an Ordinance (1) Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, in the Amount of $1.12 Million; and (2) Approving the Payment of $1.4 Million per Terms of a Redevelopment Agreement with UEP Bloomington, LLC, to Redevelop the Former State Farm Fire Building in Downtown Bloomington, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

O. **Consideration and Action on an Ordinance Approving the Final Plat of Vale Commons Subdivision Redivision I, for the Property Commonly Known as 3211 Ireland Grove Road (PINs: 21-13-201-001 & 21-13-201-002), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

P. **Consideration and Action on An Ordinance Approving a Special Use Permit for General Retail Sales for the Property Commonly Known as 716 E. Empire St., Suite 2 (PIN: 14-33-482-032)** (Recommended Motion: The proposed Ordinance be approved.)

Q. **Consideration and Action on a Collective Bargaining Agreement with Local 701 (previously Lodge 1000), as requested by the Human Resources Department.** (Recommended Motion: The proposed Collective Bargaining Agreement be approved.)

R. **Consideration and Action on an Application from Singh Munder, Inc. d/b/a Munder Foodmart, located at 1801 S. Veteran's Pkwy., Requesting Approval of an Increase in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

S. **Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

T. **Consideration and Action on an Application from Vedanta Hospitality, LLC, d/b/a Ramada by Wyndham, located at 919 Maple Hill Rd., Requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

U. **Consideration and Action on an Application from Luther Oaks, Inc., located at 601 Lutz Rd., Requesting Approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City**

Clerk Department. (Recommended Motion: The proposed Application be approved.)

V. **Consideration and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, 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 an Ordinance Approving the Exchange of Property Between the City of Bloomington and Illinois Wesleyan University (PIN: #21-04-133-010 and Part of PIN: #21-04-133-009), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Senior Deputy City Manager, 10 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

A. **None planned; although the City Council may go into Executive Session as needed and allowed by law (5 ILCS 120/2).**

13. Adjournment

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

Recognition/Appointments Item No. 5.A.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Proclamation for Building Safety Month for May 2026, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Priorities:

Priority Area 2: Housing. As a component of community revitalization, this includes addressing blight, preserving existing housing, supporting rehabilitation, advancing housing affordability, promoting proactive code enforcement, and improving residents' sense of safety and stability in their homes and neighborhoods. The need for additional housing within the community includes but is not limited to affordable housing, market-rate housing, and housing for seniors.

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Building Safety Month 2026

City of Bloomington Illinois

Mayoral Proclamation

BUILDING SAFETY MONTH

Building Safety Month — May 2026

WHEREAS the City of Building is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

WHEREAS these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS "Built to Last" the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

WHEREAS each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, Illinois, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dan Brady
Mayor

Leslie Yocum
City Clerk

Recognition/Appointments Item No. 5.B.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Proclamation for Emergency Management Services (EMS) Week, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - 2026 EMS Week

Proclamation

To designate the Week of May 17-23, 2026, as Emergency Medical Services Week (EMS Week).

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, in recognition of this event do hereby proclaim the week of May 17 - 23, 2026, as

EMERGENCY MEDICAL SERVICES WEEK

The 52nd anniversary of EMS Week theme is *EMS WEEK:* Improving Outcomes, Together. I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

Dan Brady
Mayor

Leslie Yocum
City Clerk

Recognition/Appointments Item No. 5.C.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Recognition of Boards & Commissions Appointment and Reappointments, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The included appointments are representative of the Council's approval from the April 27, 2026, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Recognition of Appt and Reappts from 4.27

Appointment

Planning Commission:

- **Pete Pontius**

Reappointments

Human Relations Commission:

- **Uma Kailasam**

Library Board of Trustees:

- **Catrina Parker**
- **Ashlee Sang**

Reappointments

Police Pension Board:

- **Jan Murphy**

Transportation Commission:

- **Elicssha Sanders**

Reappointments

Public Safety and Community Relations Board:

- **Ashley Farmer**
- **Rachel McFarland**
- **Sean Murphy**
- **Yvett Hernandez**

Reappointments

Zoning Board of Appeals:

- **John Poling**
- **Matt Steinkoenig**

Consent Agenda Item No. 7.A.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the April 13, 2026, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 04-13-2026 Council Minutes

Minutes
City Council - Regular Session
Monday, April 13, 2026 - 6:00 PM

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

Roll Call

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

Recognition/Appointments

Item 5.B. Recognition of the Proclamation of April 24, 2026, as Arbor Day, as requested by the Parks & Recreation Department.

Dave Lamb, Parks & Recreation Assistant Director, accepted the Proclamation. He shared about Arbor Day and recognized the City for its 40th year receiving the Tree City USA designation.

Item 5.A. Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Tier II Accreditation to the Bloomington Police Department, as requested by the Police Department.

City Manager Jeff Jurgens explained that the Bloomington Police Department ("BPD") was being presented with its Tier II Illinois Law Enforcement Accreditation ("ILEAP"). He explained it reflected BPD as top-tier in the State, recognizing the high level of service provided to the City.

Police Chief Jamal Simington described it as a proud moment in law enforcement and emphasized the significance of the achievement for the Department.

Peoria Police Chief Eric Echevarria, as a representative of the Illinois Association of Chiefs of Police, formally presented the accreditation. He provided a brief history of the ILEAP as the premier accreditation authority for law enforcement agencies in Illinois. He reported that only 67 Illinois agencies (about 5%) earned Tier II distinction and congratulated BPD on its achievement.

Chief Simington recognized Lieutenant (Lt.) James Clesson for his leadership and work managing the accreditation process. He then awarded Lt. Clesson with the Meritorious Service Award for his exemplary leadership, diligence, and unwavering commitment.

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

Mayor Brady recognized Jeff Brown and Megan Hawkes on their appointments to the

Bloomington Housing Authority.

Public Comment

Mayor Brady read a public comment statement of procedure. Donna Boelen had emailed public comment. Joe Blaney spoke in person, and Theo Edins registered, but was not present.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve the Minutes of the March 9, 2026, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve the Minutes of the March 16, 2026, Special City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action on Approving Bills and Payroll in the Amount of $16,549,950.16, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.D. Consideration and Action on a Resolution (1) Approving the Purchase of Six 2026 Ford Police Interceptor Utility Vehicles from Schimmer Ford (Bid #2026-32), in the Amount of $267,655.86; and (2) Utilizing the City's Bid #2026-32 solicitation to purchase One 2026 Ford Explorer for Fire in the amount of $44,709.31; and (3) Declaring the Replaced Units as Surplus and Granting Authority to Dispose of Replaced Units at an Online Public Auction, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 036

A RESOLUTION (1) APPROVING THE PURCHASE OF SIX 2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM SCHIMMER FORD (BID #2026-32), IN THE AMOUNT OF $267,655.86; AND (2) UTILIZING THE CITY'S BID #2026-32 SOLICITATION TO PURCHASE ONE 2026 FORD EXPLORER FOR FIRE IN THE AMOUNT OF $44,709.31; AND (3) DECLARING THE REPLACED UNITS AS SURPLUS AND GRANTING AUTHORITY TO DISPOSE OF REPLACED UNITS AT AN ONLINE PUBLIC AUCTION

Item 7.E. Consideration and Action on a Resolution Approving the Purchase of UKG Intouch TimeClocks and Support Service Software, from UKG Kronos Systems, LLC, for the Replacement of Aging Devices, in the Amount of $109,920, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 037

A RESOLUTION APPROVING THE PURCHASE OF UKG INTOUCH TIMECLOCKS AND SUPPORT SERVICE SOFTWARE, FROM UKG KRONOS SYSTEMS, LLC, FOR THE REPLACEMENT OF AGING DEVICES, IN THE AMOUNT OF $109,920

Item 7.F. Consideration and Action on a Resolution Approving a Change Order to Purchase Order #20260139-00, for the Ambulance Billing and Collection Services, with EMS Management

& Consultants, Inc., in an Amount Not to Exceed $50,000, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 038

A RESOLUTION APPROVING A CHANGE ORDER TO PURCHASE ORDER #20260139-00, FOR THE AMBULANCE BILLING AND COLLECTION SERVICES, WITH EMS MANAGEMENT & CONSULTANTS, INC., IN AN AMOUNT NOT TO EXCEED $50,000

Item 7.G. Consideration and Action on a Resolution Approving the First Amendment to the Constitution Trail – Lafayette Street to Hamilton Road Project Agreement for Professional Services with Hutchison Engineering, Inc., Regarding Additional Phase II Design, in the Amount of $22,507, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 039

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSTITUTION TRAIL – LAFAYETTE STREET TO HAMILTON ROAD PROJECT AGREEMENT FOR PROFESSIONAL SERVICES WITH HUTCHISON ENGINEERING, INC., REGARDING ADDITIONAL PHASE II DESIGN, IN THE AMOUNT OF $22,507

Item 7.H. Consideration and Action on a Resolution Approving an Agreement with Evoqua Water Technologies, LLC, for Supply and Delivery of Bioxide Solution for The Grove Sewage Lift Station Force Main, for a Five-Year Period Beginning May 1, 2026, and Ending April 30, 2031, in the Amount of $246,830, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 040

ON A RESOLUTION APPROVING AN AGREEMENT WITH EVOQUA WATER TECHNOLOGIES, LLC, FOR SUPPLY AND DELIVERY OF BIOXIDE SOLUTION FOR THE GROVE SEWAGE LIFT STATION FORCE MAIN, FOR A FIVE-YEAR PERIOD BEGINNING MAY 1, 2026, AND ENDING APRIL 30, 2031, IN THE AMOUNT OF $246,830

Item 7.I. Consideration and Action on a Resolution Approving an Agreement with Pipeworks, Inc., for the Police Department HVAC Modifications (Bid #2026-29), in the Amount of $726,050, as requested by the Administration - Facilities Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 041

A RESOLUTION APPROVING AN AGREEMENT WITH PIPEWORKS, INC., FOR THE POLICE DEPARTMENT HVAC MODIFICATIONS (BID #2026-29), IN THE AMOUNT OF $726,050

Item 7.J. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center for the Stormwater Education Program, for a Three-Year Period Beginning March 1, 2026, and ending February 28, 2029, in the Annual Amount of $47,159, with a Possible 3% Increase Year Over Year, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 042

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ECOLOGY ACTION CENTER FOR THE STORMWATER EDUCATION PROGRAM, FOR A

THREE-YEAR PERIOD BEGINNING MARCH 1, 2026, AND ENDING FEBRUARY 28, 2029, IN THE ANNUAL AMOUNT OF $47,159, WITH A POSSIBLE 3% INCREASE YEAR OVER YEAR

Item 7.K. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for FY 2026 Community Development Block Grant (CDBG) South Sidewalks Phase II (Bid #2026-22), in the Amount of $89,877, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 043

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SOUTH SIDEWALKS PHASE II (BID #2026-22), IN THE AMOUNT OF $89,877

Item 7.L. Consideration and Action on (1) a Resolution Approving an Agreement for Professional Services with Crawford, Murphy & Tilly, Inc., for Construction Phase Engineering Services for the Census Tract 59 Lead Service Line Replacement Project - Phase 1, in an Amount Not to Exceed $389,000; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of $389,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

RESOLUTION NO. 2026 – 044

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CRAWFORD, MURPHY & TILLY, INC., FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CENSUS TRACT 59 LEAD SERVICE LINE REPLACEMENT PROJECT - PHASE 1, IN AN AMOUNT NOT TO EXCEED $389,000

ORDINANCE NO. 2026 – 029

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, FOR THE WATER FUND, TO UTILIZE RESERVES, IN THE AMOUNT OF $389,000

Item 7.M. Consideration and Action on (1) a Resolution Awarding a Construction Contract to George Gildner, Inc., for the Census Tract 59 Phase 1 Lead Service Line Replacement Project, in the Amount of $10,896,874.10; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, for the Water Fund, to Utilize Reserves, in the Amount of $6,396,874.10, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 045

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO GEORGE GILDNER, INC., FOR THE CENSUS TRACT 59 PHASE 1 LEAD SERVICE LINE REPLACEMENT PROJECT, IN THE AMOUNT OF $10,896,874.10

ORDINANCE NO. 2026 – 030

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, FOR THE WATER FUND, TO UTILIZE RESERVES, IN THE AMOUNT OF $6,396,874.10

Item 7.N. Consideration and Action on a Resolution Approving an Agreement with Stark

Excavating, Inc., for the Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 8 (Bid #2026-27), in the Amount of $7,901,316, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 046

A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC., FOR THE LOCUST STREET COMBINED SEWER OVERFLOW (CSO) ELIMINATION AND WATER MAIN REPLACEMENT PHASE 8 (BID #2026-27), IN THE AMOUNT OF $7,901,316

Item 7.O. Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 (Empire Street) Improvements, in an Estimated Amount of $902,807; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Empire Street) Improvements, in the Amount of $1,128,509, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)

RESOLUTION NO. 2026 – 047

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), FOR ILLINOIS ROUTE 9 (EMPIRE STREET) IMPROVEMENTS, IN AN ESTIMATED AMOUNT OF $902,807

RESOLUTION NO. 2026 – 048

A STATE MOTOR FUEL TAX (MFT) FUNDING RESOLUTION FOR ILLINOIS ROUTE 9 (EMPIRE STREET) IMPROVEMENTS, IN THE AMOUNT OF $1,128,509

Item 7.P. Consideration and Action on an Ordinance Approving the First Amendment to the Fiscal Year 2025 General Resurfacing Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of $532,182.42, as requested by the Engineering Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 – 031

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR 2025 GENERAL RESURFACING PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF $532,182.42

Item 7.Q. Consideration and Action on an Application from Revery Bloomington, LLC, located at 704 McGregor St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved with the following conditions: (1) without the sale of packaged liquor; and (2) that the establishment closes at 9:00 PM daily.)

Item 7.R. Consideration and Action on an Application from 505 Pub, LLC, d/b/a Pub I, located at 505 W. Market St., Requesting Approval of a Class TAS (Tavern, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.S. Consideration and Action on an Application from Tailwind BMI, LLC, d/b/a Jetstream Restaurant and Radar Bar & Turbo Bar, located at 3201 CIRA Dr., Requesting Approval of a Change in Ultimate Parent Company for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended

Motion: The proposed Application be approved.)

Item 7.T. Consideration and Action on an Application from Aroma Hospitality Group, LLC, d/b/a Scramblers, located at 1607 Jumer Dr., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Alcohol & Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.A. Presentation of the Bloomington Police Department's 2025 Annual Report, as requested by the Police Department.

Chief Simington presented the BPD 2025 Annual Report, highlighting BPD's mission, strategic goals, increased calls for service, and strong performance by patrol, investigations, communications, and specialized units. He discussed significant efficiency gains made through new technology; reported low complaint and use-of-force rates; decreased burglaries, vehicle thefts, and shootings; recognized outstanding employee performance; and noted that the full Annual Report was available on the BPD's website.

Council Member Scott noted an increase in reported sex crimes. She and Chief Simington discussed how the increase in reported sex crimes appeared to stem from a combination of factors, including the BPD's efforts to be approachable so victims felt more comfortable reporting, and enhanced investigative capabilities, particularly in analyzing phones and online activity. He explained that BPD received proactive leads from the Internet Crimes Against Children ("ICAC") task force involving online exchanges of images and videos, and that these referrals, along with better tools and proactive investigative work, were contributing to the upward trend in identified sex offenses. They then discussed a spike in drug offenses and determined that more proactive enforcement by patrol officers and the Street Crimes Unit including follow-up on anonymous tips and coordination with Illinois State Police Task Force resulted in more identified drug activity, rather than clear evidence that drugs were more prevalent in the community. Council Member Scott praised BPD for its strong data and survey work, Tier II Accreditation, extensive community and marginalized-community outreach, restorative-justice-focused school resource officers, and overall transparency, stating that the community receives high value from their Police Department and she would like to see more of that work continue.

Council Member Ward and Chief Simington discussed how post-contact surveys were distributed and how the data was collected to focus on accountability and community trust. They discussed the 'shootings' metric and specifically whether it included shootings of people, property, and shots fired, and whether the number '20' shown on the slide was a total or a change. Chief Simington explained that the shootings figure covered any confirmed incident where a person or property were struck, or if evidence indicated shots had been fired. He confirmed that '20' represented the total number of such shooting incidents in 2025.

Mayor Brady thanked Chief Simington, BPD staff, both present and not present, for their continued service and congratulated them on a job well done.

The following Item was presented:

Item 8.B. Consideration and Action on an Ordinance Authorizing the Approval and Execution of a Purchase and Sale Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for the Market St. Garage Property Located at 202 West Market Street (PIN: 21-04-187-009), as requested by the Administration Department.

City Manager Jurgens reported that the Downtown Transit Project with Connect Transit had originally been financially infeasible for the City as projected costs climbed above $12 million amid a budget deficit, but that subsequent renegotiations with Connect Transit produced an even better project at a significantly lower City investment. He thanked Connect Transit leadership and Billy Tyus, Senior Deputy City Manager ("Sr. DCM"), for their work.

Sr. DCM Tyus presented the purchase, sale, and lease framework with Connect Transit, explaining that the City would sell the Market Street Garage to Connect Transit for $10 and then they would fund the demolition and construction of the new combined transfer station and parking facility with the City only contributing limited additional design funds. He reported that the City would control and maintain approximately 85 - 95 parking spaces which would play a role in the broader Downtown “parking puzzle”, and that, pending required approvals, demolition and construction were expected to begin in early 2027 with a target opening date of summer/fall 2028.

Council Member Montney questioned whether Connect Transit was complying with its Fiscal Year 2025 - 2026 intergovernmental agreement obligations and urged that new leadership use the transition to reinforce expectations for full compliance, while also recommending a formal service level agreement to clearly define each party’s maintenance responsibilities for the new facility. Sr DCM Tyus replied that Connect Transit had met some requirements and still had time to fulfill others (such as a budget presentation). He confirmed that a separate, detailed service-level document would be created to spell out maintenance obligations.

Council Member Hendricks expressed enthusiasm for moving the project forward, noting the significant level of activity and improvements occurring in Ward 6 and emphasizing that the new transfer station would benefit residents Citywide.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

ORDINANCE NO. 2026 – 032

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT) FOR THE MARKET ST. GARAGE PROPERTY LOCATED AT 202 WEST MARKET STREET (PIN: 21-04-187-009)

The following Item was presented:

Item 8.C. Consideration and Action on an Ordinance Approving a Lease Agreement Between the City of Bloomington and the Bloomington-Normal Public Transit System (Connect Transit) for Operation of a Proposed Public Parking Facility to be Located at 202 West Market

Street, as requested by the Administration Department.

Sr. DCM Billy Tyus outlined the need for this Item during the presentation of Item 8.B.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

ORDINANCE NO. 2026 – 033

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT) FOR OPERATION OF A PROPOSED PUBLIC PARKING FACILITY TO BE LOCATED AT 202 WEST MARKET STREET

The following Item was presented:

Item 8.D. Consideration and Action on the Adoption of the Fiscal Year 2027 Budget and Appropriation Ordinance, as requested by the Finance Department.

City Manager Jurgens gave a brief overview of the proposed Fiscal year ("FY") 2027 budget, highlighting a historic overall budget of $370.5 million driven primarily by $82 million in mandated water capital projects, increased funding for public safety (including two new firefighters), nearly $1 million for neighborhood revitalization, a 25% increase in asphalt and concrete spending plus an added paving crew. He noted that key administrative departments together only accounted for 4.2% of the total Citywide budget. He further discussed the recent $3 million property tax levy increase and how it was intentionally directed to three priority areas: Police, Fire, and Parks. He noted that the levy helped rebalance funding after years of rate reductions amid rising inflation while also allowing the City to avoid issuing new bonds, and freed up one-time revenues for needs such as Downtown parking and delayed equipment purchases.

Council Member Montney pointed out that the City's budget growth since 2021 had exceeded inflation. She reiterated a prior request she'd made for a full deferred-maintenance inventory with costs, and voiced concern that rising assessed values and recent levy increases were burdening residents. She urged Council to target a flat property tax levy next cycle, especially since other revenues had come in higher than expected.

Mayor Brady asked how the $82 million in water capital funds in the FY 2027 budget would affect future budgets and whether similar "heavy lifting" would be required in coming years. City Manager Jurgens and Scott Rathbun, Finance Director, explained that while water capital would remain significant as part of a 10-year, $400 million program, spending was expected to peak in FY 2027 and then drop noticeably over coming years. They emphasized that the existing rate structure in place was already designed to cover the projects instead of adding new burdens.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

ORDINANCE NO. 2026 – 034

AN ORDINANCE APPROVING THE FISCAL YEAR 2027 BUDGET APPROPRIATION

The following Item was presented:

Item 8.E. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, related to the McLean County Museum of History, as requested by the Finance Department.

Council Member Hendricks recused himself at 7:03 PM.

City Manager Jurgens explained that separating this portion of the budget related to the McLean County Museum of History had been the practice for several years as Council Member Hendricks' spouse is employed at the McLean County Museum of History.

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

Mayor Brady directed the Clerk to call roll:

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

Abstain: Hendricks

Motion Carried.

ORDINANCE NO. 2026 – 035

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY

Council Member Hendricks returned to the meeting at 7:04 PM.

City Manager's Discussion

City Manager Jurgens thanked Finance staff for their hard work on the budget, noting that work on the FY 2028 budget and a formal deferred-maintenance report was already underway. He reported that drought conditions had eased with both lakes near full, while staff continued exploring long-term water strategies. He also provided an update on progress with the Downtown Streetscape (600 and 500 blocks), major roadwork on Empire Street/Route 9 (with project details available via BloomingtonStreets.com) by the Illinois Department of Transportation ("IDOT"), and confirmed that Eagle View retention pond improvements were scheduled.

Council Member Discussion

Council Member Kearns briefly commented that, reflecting on the Arbor Day proclamation, the agreement with the Ecology Action Center, and a positive email she had received about Angler's Lake Nature Preserve in Ward 1. She expressed gratitude to committed community members, the City, and the Parks and Forestry staff, emphasizing that many partnerships were needed to keep the City beautiful.

Council Member Montney reported that she had joined BPD's recent community walk in the East Washington neighborhood in Ward 3, stated that it was time well spent, and thanked the Department for inviting her.

Council Member Straza thanked Public Works for its quick and effective responses to several recent issues in Ward 5, noting that the responsiveness had helped him provide timely

answers to residents' questions.

Council Member Ward referenced a recent incident involving an oversized truckload getting stuck in a neighborhood, and requested information on what the City could do to prevent similar incidents in the future.

Council Member Lee commented that he enjoyed seeing BPD's mobile command center and the BearCat, saying it showcased what the City had available.

Mayor's Discussion

Mayor Brady highlighted the successful "Eggs on the Square" Easter egg hunt in Downtown, noting strong attendance and thanking City staff and volunteers for their work. He also thanked residents and the media for their support and communication during the recent drought and conservation efforts. He concluded by expressing appreciation for the dedication of all City Departments.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried (viva voce).

The meeting adjourned at 7:15 PM.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Dan Brady, Mayor Amanda Stutsman, Deputy City Clerk

DRAFT

Consent Agenda Item No. 7.B.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the April 23, 2026, Special City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 04-23-2026 Council Minutes

Minutes
City Council - Special Session
Thursday, April 23, 2026 - 5:00 PM

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

Roll Call

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

Public Comment

No public comment was received.

Consent Agenda

No items were considered.

Regular Agenda

The following Item was presented:

Item 7.A. Overview and Discussion on April 17, 2026, Tornado Response.

City Manager Jeff Jurgens briefly thanked the Mayor, Council, and staff for attending the special meeting and provided an update on the April 17, 2026 tornado and the City's response.

He noted that the National Weather Service had confirmed that one long EF-1 tornado spent over 20 miles on the ground impacting both Bloomington and Normal. He confirmed that self-reported damage aligned with the storm's path. He highlighted strong interdepartmental coordination beginning Friday night and continuing through Saturday at the McLean County (County) Emergency Operations Center with County Emergency Management Agency (EMA) Director Kathy Beck, along with Public Works, Parks, Police, Fire, Engineering, and Water Departments, as well as other field crews. He credited prior training for the effective response, cited 104 emergency 911 calls, 148 non-emergency calls, and 78 fire calls, and described ongoing collaboration with the County EMA, Red Cross, state agencies, the Chamber, and Ameren. While fewer than 20 people appeared to have been displaced, the Red Cross had reported that no one had used formal shelter from displacement. He emphasized the need for residents and businesses to submit damage reports via the City's website to support potential state and federal relief and noted 151 self-reported damage cases to date in the City.

Public Works Director Mose Rickey thanked the Mayor, Council, and City Manager and emphasized his pride in his Public Works staff, noting that their work in the field and on the phones made the response successful. He explained that crews began responding the night of April 17 around 10:30 p.m. and dealt with blown-around infrastructure setups and worked to clear roadways while prioritizing worker safety due to numerous downed power lines. He stated that by the end of Wednesday, they had removed roughly 250 truckloads of debris and were still collecting data on hours worked and total loads. He asked residents to avoid parking directly beside or in front of brush piles—ideally staying about 10 feet away—to speed cleanup. He explained that formal storm cleanup was expected to be completed by May 1, after which remaining debris would be handled through normal operations. He also noted that despite the storm response, solid waste services continued without interruption, allowing the City to maintain all regular solid waste offerings while managing the cleanup.

Parks & Recreation Director Eric Veal reported that Parks & Recreation worked closely with Public Works, beginning storm response around 11 p.m. Friday, with forestry crews putting in 10–12 hour days and logging about 372 hours so far across forestry, parks maintenance, and Highland Park Golf Course, which was also hit. He stated that about 70 storm-damage work orders had been completed (including City trees on houses and cars), with 197 still pending and more expected as additional hazards like hanging limbs had been identified. He noted that Clearwater Park, Stevenson Park, and the Holiday Knolls area were among the hardest hit. He explained that Holiday Knolls was especially vulnerable due to the area having primarily silver maple trees—now prohibited as street trees due to weak wood and invasive roots—noting that the City now followed International Society of Arboriculture planting standards. He publicly recognized key staff (City Forester Dave Lamb, Superintendent Jeff Heineman, and Tom Rakestraw for communications) and the broader Parks and Public Works support staff. He reminded the Mayor, Council, and City Manager of an Arbor Day tree-planting event at Benjamin School at 10 a.m. the following day.

City Manager Jurgens noted that, in addition to the City's efforts, there were tree assistance programs available—such as one through Ameren—and staff could help connect residents who lost trees to those resources. He thanked Deputy City Managers Billy Tyus and Sue McLaughlin for their continuous support in organizing the response, reiterated his appreciation for all field crews working in difficult conditions, and expressed gratitude that no one was injured and that the community had been patient during the cleanup.

Council Member Ward thanked staff for their hard work and, noting her prior service during the June 2021 storm, asked for a future comparison of the impact of the current storm to the 2021 event once data was available. She also requested information on any lessons learned from the 2021 response that benefited this event and what additional changes staff would make going forward based on their current experience.

City Manager Jurgens responded that he could not yet compare this storm response to the June 2021 event as he was not involved, but that he would identify those who were and provide that information. He noted that staff would conduct a debrief to evaluate what worked, what could be improved, and what should change, and cited Anthony Nelson's recent implementation and real-world testing of new emergency protocols at Bison games (Grossinger Arena) as an example of the City's commitment to continuous improvement and learning from events.

The following Item was presented:

Item 7.B. Presentation and Discussion Regarding the Approval of the Proposed Continued Declaration of Local Disaster Emergency.

City Manager Jurgens explained that on Saturday, the Mayor of Normal, the County Board Chair, and Mayor Brady each issued local emergency declarations, which were the first steps toward determining eligibility for additional relief or assistance. He explained that under City ordinances, the Mayor is empowered to extend the City's Declaration for up to seven days, after which the Council is required to vote to continue it and noted that this requirement was the reason for the special meeting. He stated that given cleanup and the damage assessment that are underway, he recommended extending the City's Declaration in alignment with the Town of Normal and McLean County.

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried.

RESOLUTION NO. 2026 – 049

A RESOLUTION APPROVING THE EXTENSION OF DECLARATION OF CONTINUED LOCAL DISASTER EMERGENCY

Mayor Brady noted that the Council's immediate action on extending the Emergency Declaration was complete and thanked Council for meeting on short notice to represent their wards and the City. He also recognized McLean County EMA Director Kathy Beck and explained that during visits to the hardest-hit areas over the weekend, residents consistently reported being safely sheltered in their basements when the tornado hit, a result he credits to the timely activation of warning sirens under her direction.

Council Member Straza thanked the emergency management team again and emphasized that the timing of the warnings and the public's response saved lives. He noted that 3-4 of the most heavily impacted areas were in Ward 5, and emphasized that he was still contacting residents to ensure they received the assistance needed. He complimented the City for assisting with cleanup that would have been very costly for residents to address on their own. He described strong neighborhood cooperation and volunteer cleanup efforts and stressed residents avoiding downed power lines. He praised Public Works, Ameren, and other partners for their work and concluded that the event demonstrated the value of prior preparedness by the City and County, and acknowledged focusing on areas for improvement.

Council Member Montney thanked Council Member Straza and Mayor Brady for their strong on-the-ground presence in Ward 5 after the storm and noted that residents observed and appreciated the time and effort they spent in the area and commended them for their public service.

Mayor Brady stated that the shared goal of the Council and City Administration was to reassure residents that help and resources were on the way, and that this was accomplished through the efforts of many people. He highlighted and thanked utility providers Ameren and Corn Belt for their round-the-clock work and emphasized the effective cooperation among the City, Town, County, and State. He concluded that the response showed "there is no 'I' in team" and thanked residents for taking care of one another.

City Manager's Discussion

No Discussion was had.

Council Member Discussion

No Discussion was had.

Mayor's Discussion

No Discussion was had.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

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

Motion Carried. (Viva Voce)

The meeting adjourned at 5:25 PM.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Dan Brady, Mayor	Ashley Lara, Records & Licensing Specialist

DRAFT

Consent Agenda Item No. 7.C.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the April 20, 2026, Regular Welcoming America Commission Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The Welcoming America Commission (WAC) was dissolved by the City Council and its duties were transferred to the Human Relations Commission on April 27, 2026. The last set of WAC meeting minutes from April 20, 2026 are attached for consideration. The minutes provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, the final set of Welcoming America Commission minutes should be considered for approval by Council.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Minutes

MINUTES

Welcoming America Commission - Regular Session Agenda
Government Center Boardroom, 1st Floor, Oak Conference Room
115 E. Washington St., Bloomington, IL 61701
Monday, April 20, 2026 - 4:00 PM

The Welcoming America Commission convened in regular session at 4:00PM. The meeting was called to order by Commissioner Nair.

Roll Call

Attendee Name	Title	Status
Surinder Sethi	Commissioner	Absent
Adinda Akmal	Commissioner	Present
Jishnuram Nair	Commissioner	Present
Courtney Eddlemon	Commissioner	Absent
Archana Nadkarni	Commissioner	Present

Public Comment

No one was present to provide public comment, nor were any emails received.

Consent Agenda

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

Staff Liaison, Michael Hurt, discussed the approval of the Consent Agenda.

Chair Akmal made a motion, seconded by Commissioner Nadkarni, to approve the Consent Agenda as presented.

Item 4.A. Consideration and Action to Approve the Minutes of the August 19, 2024 Corrected Minutes of the Welcoming America Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Item 4.B. Consideration and Action to Approve the Minutes of the April 21, 2025 Minutes of the Welcoming America Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Item 4.C. Consideration and Action to Approve the Minutes of the September 22, 2025 Minutes of the Welcoming America Commission Special Session Meeting. (Recommended Motion: The proposed Minutes be approved.)

Item 4.D. Consideration and Action to Approve the Minutes of the February 17, 2026 Minutes of the Welcoming America Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

The Commissioner Nair directed the Staff Liaison to call roll:

Ayes: Akmal, Nair, Nadkarni

Motion Carried.

Regular Agenda

Item 5.A. Discussion of Transferring the Powers and Duties of the Welcoming America Commission to the Human Relations Commission. (Recommended Motion: None; Presentation only.)

Commissioner Nair stated the purpose of the discussion was to open talk about the Welcoming America Commission (WAC) being dissolved and the duties transferred to the Human Relations Commission (HRC). He shared that the WAC had had quorum issues for a very long time and that it was believed that the WAC's goals would align with the HRC's goals.

Dan Brady, Mayor, and Leslie Yocum, City Clerk, were present to participate and facilitate the discussion.

Mayor Brady talked about the importance of valuing each board and commission member's time and that because the WAC had had long-standing quorum issues often those showing up for the meetings weren't having their time valued. He shared his focus on streamlining boards and commissions and how he thought moving the WAC's duties to the HRC made most sense.

He then asked City Clerk Yocum to share more details about how the changes could move forward. She started by sharing the WAC statistics on 20244 and 2025 meetings. In 2024 eight meetings were scheduled, six were cancelled ahead of time because the Staff Liaison knew a quorum would not be available, one had no quorum, and one was held. In 2025 thirteen meetings were scheduled, six were cancelled ahead of time due to the advance knowledge a quorum would be lacking, seven had no quorum, and two were held. She stressed the importance of the Commission, shared the Commission's history, and what it would take to move forward with the changes discussed including the Code changes required.

City Clerk Yocum talked about the significance attendance has on a board/commission and that she understood how important it was to make sure that members of the community and those considering moving to the community felt welcomed. She stated that her goal today was to answer any questions of the Commission and then gauge each member's interest in continuing to serve on a City board/commission in the future. She emphasized that they had many options: (1) I want to serve on the HRC knowing that an expansion of the HRC's board would have to be approved; (2) I want to continue serving, but on a different board/commission; and (3) My availability/interests have changed and I'm ready to move on. She stated that they could share their interest during or after the meeting.

Commissioner Nair expressed his continued interest in serving. His preference was to continue serving over Welcoming America duties via the HRC, but if he was not able to join the HRC would consider other boards/commissions.

City Clerk Yocum mentioned that her and her team were working to audit all City boards/commissions and had taken on maintaining the City's website regarding boards/commissions.

Commissioner Nair asked about HRC's mission. City Clerk Yocum stated that she would look it up.

Mayor Brady emphasized his interest in expanding the number of members on the HRC.

City Clerk Yocum read the HRC's mission and the affiliated organizations/businesses she knew partnered with the HRC. She, again, shared why she believed the HRC was the right Commission to take on the WAC's duties.

All the Commissioners agreed.

Mr. Hurt then asked City Clerk Yocum about next steps, and she reiterated the Code edits that would need approved by City Council. She shared that the HRC meets on the second Thursday of each month at 4:30pm at the Library.

Mayor Brady confirmed with all the Commissioners present that they had interest in serving on the HRC and that they were supportive of the HRC absorbing the duties of the WAC.

City Clerk Yocum stated that, based on the discussion, she would work with the Legal Department to finalize Code edits for the Council to consider dissolving the WAC, the HRC absorbing the duties of the WAC, and expanding the HRC to accommodate additional members. She provided a hypothetical timeline for the edits and, if approved, potential appointments to the HRC.

Mayor Brady stated that he was excited to have the Commissioners' talents expanded to the HRC and for the WAC duties to remain a focus of the City.

Commission Member Comments

No separate Commissioner comments were made.

Adjournment

Chair Nadkarni made a motion, seconded by Commissioner Akmal, to adjourn the meeting.

The Commissioner Nair directed the Staff Liaison to call roll:

Ayes: Akmal, Nair, Nadkarni

Motion Carried (viva voce).

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Jishnuram Nair, Commission	Michael Hurt, Staff Liaison

Consent Agenda Item No. 7.D.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of $9,207,099.35, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

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 $9,207,099.35 (Payroll total $3,646,480.20, Accounts Payable total $5,359,344.21, Bank Transfers total $41,200.31, and Procurement Card Purchase total $160,074.63).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/1/2026	2,940,150.39	705,235.27	3,645,385.66
Off Cycle Adjustments	944.00	150.54	1,094.54
PAYROLL TOTAL			**3,646,480.20**

ACCOUNTS PAYABLE

Date	Bank	Total	
5/11/2026	AP General	$	4,764,857.95
5/11/2026	AP JMScott	$	250,000.00
5/11/2026	AP Comm Devel	$	73,365.53
5/11/2026	AP IHDA	$	82.00
5/11/2026	AP Library	$	210,103.41
5/11/2026	AP MFT	$	28,797.69
04/23/2026-05/01/2026	Out of Cycle AP	$	32,137.63
04/21/2026-05/05/2026	AP Bank Transfers	$	41,200.31
03/03/2026-04/01/2026	PCARDS	$	160,074.63
ACCOUNTS PAYABLE TOTAL		**$**	**5,560,619.15**

GRAND TOTAL **$** **9,207,099.35**

Respectfully,

F Scott Rathbun
Director of Finance

Consent Agenda Item No. 7.E.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Boards and Commissions Appointments, as requested by the Administration Department.

Recommended Motion: The proposed Appointments be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council for concurrence on the appointment of:

Human Relations Commission: Jishnuram Nair's, Adinda Akmal's, and Archana Nadkarni's appointments, if approved, are effective immediately, with an expiration date of 04-30-29.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Human Relations Commission Roster

Human Relations Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Hold Over	Human Relations Commission	Commissioner	Kiranmayi (Kiran)	Konam	4/30/2023	4/27/2020	2014	true
Hold Over	Human Relations Commission	Chair	Rhonda	Smith	4/30/2023	4/27/2020	2011	true
Hold Over	Human Relations Commission	Commissioner	Netia	Carey	4/30/2023	4/27/2020	2020	true
Hold Over	Human Relations Commission	Commissioner	Uma	Kailasam	4/30/2026	11/22/2021	2021	true
Active	Human Relations Commission	Commissioner	Anthony	Jones	4/30/2027	6/10/2024	2016	true
Active	Human Relations Commission	Commissioner	Amy	Endicott	4/30/2027	6/24/2024	2024	true
Active	Human Relations Commission	Commissioner	Mitchell	D'Rozario	4/30/2027	3/10/2025	2025	true

Consent Agenda Item No. 7.F.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Stewart Spreading, Inc., for Removal of Lime Sludge from Sludge Lagoons, in an Amount Up to $1,500,000, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into a one-year contract with Stewart Spreading, Inc. ("STEWART") for the removal of lime sludge from the sludge lagoons located at the water treatment plant. The removal cost per dry ton of lime sludge is $101.86, which is the same price as Fiscal Year ("FY") 2026. With a total removal goal of around 14,000 dry tons. Lime sludge is generated in our water treatment process as a combination of spent lime from softening and other contaminants that are removed in the clarifiers. The sludge is then pumped to storage lagoons for later removal.

STEWART removes lime sludge by de-watering the lagoon and using specialized amphibious excavators as opposed to a hydraulic removal, which past contractors have used. This process, used by STEWART, means that the City has the ability to better observe and manage the project than was possible with previous contractors to ensure adequate sludge removal. This process also creates less mess on City property as well as the surrounding roadways.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the City will enter into a contract with Stewart Spreading, Inc., in the amount of $101.86 per dry ton with a target removal of around 14,000 dry tons for FY 2027. The budgeted amount for lime sludge removal is $1,500,000. This will be paid from the Water Purification-Landfill Fees account (50100130-70650). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH STEWART SPREADING, INC., FOR REMOVAL OF LIME SLUDGE FROM SLUDGE LAGOONS, IN THE AMOUNT OF $1,500,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that an Agreement ("Exhibit A") with Stewart Spreading, Inc., be approved for the Removal of Lime Sludge Generated from Water Treatment Operations from Sludge Lagoons, in the amount of $1,500,000; and

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

WHEREAS, Sludge removal is driven by weather and seasons because the lime sludge is applied to farm fields after removal from lagoons. Stewart Spreading has historically proven that they can effectively remove the necessary amount of sludge in that short seasonal window and has granted an extension on Fiscal Year ("FY") 2026 prices to FY 2027; and

WHEREAS, Stewart Spreading, Inc. has a familiarity with our lagoons and a history of effectively removing lime sludge in a timely and effective manner with respect to our facility and surrounding streets and roads. Other contractors have not demonstrated the same ability, which has caused issues in the past because the seasonal window for sludge removal is short; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements and to approve the Agreement.

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

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

SECTION 2. That the formal bidding requirements are waived.

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

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Stewart Spreading Inc.

FOR
Lime Sludge Removal

THIS AGREEMENT, dated this 27 day of March, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Stewart Spreading Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

☐ This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

(2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

(3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."

(6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

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

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

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

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

If to VENDOR:

Stewart Spreading Inc.
3870 N. route 71
Sheridan IL, 60551

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

STEWART SPREADING, INC.

By: _____
Its President & Secretary

By: _____
Its Business Development Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Furnish all equipment, materials, labor and coordination to remove lime sludge from the City of Bloomington Lime Sludge Lagoons.

EXHIBIT B
COSTS/FEES

Term of Contract May 1, 2026 - April 30, 2027 Unit price per dry ton $101.86

Consent Agenda Item No. 7.G.

For City Council: May 11, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2027 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of $737,102.80, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will waive the formal bidding and project labor requirements to enter into an agreement with Donelseon Construction Company, LLC ("Donelson") for the Fiscal Year ("FY") 2027 Pavement Preservation High-Pressure Slurry Seal Program. The PressurePave System injects a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. The system has an average surface life of 10 or more years and is a versatile tool in the pavement preservation industry.

The High-Pressure Slurry materials are proprietary, and Donelson is the limited source distributor/applicator of PressurePave for our region. As such, the High-Pressure Slurry project is not bid, and Staff are requesting a bid waiver. Attached are the Limited Source Distributor Letter from the vendor and the Limited Source Justification Form. City staff have researched various pavement preservation products via site visits of recently and historically treated roadways in other municipalities and have concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and in specific areas.

A contingency is included in the agreement and shall be used for unforeseen issues that may arise during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

The City passed Ordinance No. 2024-058 regarding Public Works Department contracts and Project Labor Agreements ("PLA") that went into effect September 1, 2024. This Ordinance is applicable to all Public Works projects in excess of $50,000 where public funds will be expended. PLA is required unless it has been determined that a PLA would not advance the City's interest of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability, or the City's policy to advance minority-owned or female-owned business, or business utilizing minority and female workers. Further, Section 16-416(1)(A) allows the City to waive the PLA requirement when it deems that a PLA "would not advance the City's interests of cost,

efficiency, quality, safety, timeliness, etc.

Donelson submitted a Request for PLA Waiver in accordance with Ordinance requirements, requesting that the City determine that a PLA would not advance the City's interests for this project. Staff have reviewed Donelson's request and, based on the proprietary nature of the materials and application, and their submitted justification, staff recommend that the City approve the waiver.

Information about City streets is maintained in a Geographic Information System ("GIS") by the Engineering Department. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, www.bloomingtonstreets.com includes information about streets and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using High-Pressure Slurry Seal in FY 2027.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with Donelson Construction Company, LLC, for the above-mentioned Item, in the amount of $737,102.80. This will be paid from the Capital Improvement Asphalt & Concrete Fund-Street Construction & Improvements account (40120200-72530). A total of $750,000 is included in the FY 2027 Budget for this work. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70, 170, 226, 228, and 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Project Map & List
4. Resolution - Exhibit C - PLA Waiver Request
5. Donelson LSJF
6. Sole Source Request Letter

RESOLUTION NO. 2026 - ____

A RESOLUTION (1) WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, FOR THE FISCAL YEAR 2027 PAVEMENT PRESERVATION HIGH-PRESSURE SURRY SEAL PROGRAM, IN THE AMOUNT OF $737,102.80

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that an agreement ("Exhibit A") with Donelson Construction Company, LLC ("Donelson"), be approved for the Fiscal Year 2027 Pavement Preservation High-Pressure Slurry Seal Program, in the amount of $737,102.80 ("Project"); and

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

WHEREAS, Staff conducted extensive research into various pavement preservation products, including examining roadways that have been both recently and historically treated in other municipalities and within the City: and

WHEREAS, based on Staff research, the PressurePave System offered by Donelson includes a proprietary product and method of application, has a ten-plus-year average surface life and is one of the most versatile tools in the pavement preservation industry; and

WHEREAS, Staff have determined that the PressurePave System is a more efficient and cost-effective process than other options, including mill and asphalt overlay, and Staff recommend the use of this System on specific pavement preservation projects as an effective method to extend the useful life of paved roads in limited quantities and specific areas; and

WHEREAS, the Project includes applying the PressurePave System to the streets indicated on the project map and list outlined in Exhibit B; and

WHEREAS, Donelson is the sole source distributor/applicator of PressurePave High-Pressure Slurry Seal in central Illinois, and because Donelson uses its own trained and experienced employees to apply this product, because training new local labor to do this work would take over two times longer than this will take to complete, and because doing so would significantly increase the cost of the project, Donelson has Requested that the Project Labor Agreement ("PLA") requirements of chapter 16-416 be waived (Exhibit C); and

WHEREAS, Chapter 16-416(1)(A) allows the City to waive the PLA requirement when it deems that a PLA "would not advance the City's interests of cost, efficiency, quality, safety, timeliness" etc.; and

WHEREAS, Staff believe that the PressurePave system presents the most cost-effective and efficient means of preserving certain roadways, and Staff believe that waiving the PLA requirement for this Project is also in the best interest of the City; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements for the Purchase and to approve the Agreement.

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 formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Donelson Construction Company, LLC

FOR
FY 2027 Pavement Preservation High-Pressure Slurry Seal Program

THIS AGREEMENT, dated this ___ day of ~~April~~ May, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Donelson Construction Company, LLC (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:

Donelson Construction Company, LLC
Att: Bryant Donelson
1075 Wise Hill Road
Clever, MO 65631
bdonelson@cleverstone.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 Managing Member

By: _____
Its Technical Representative

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of High-Pressure Slurry Seal to bituminous asphaltic concrete surface courses and concrete surface courses. The rejuvenation of surface courses shall be by pressure-injection of a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 30 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2026. Please see attached documents for specifications and locations of work to be completed.

Donelson Construction Company, LLC submitted a request for a Project Labor Agreement (PLA) waiver in accordance with the requirements outlined in Section 16-416 of City Code. Section 16-416 (1)(A) allows the City to waive the PLA requirement when it deems that a PLA "would not advance the City's interests of cost, efficiency, quality, safety, timeliness" etc.

The City Council has waived the PLA requirements of City code based on the justification included in Donelson's waver request.

EXHIBIT B
COSTS/FEES

MAQS-2

$10.80/SY x 61,595 SY = $665,226

MAQS-FlexScratch

$9.35/SY x 2,928 SY = $27,376.80

Street Sweeping and Cleaning

$6,000.00

Resident Notification

$7,000.00

Traffic Control & Safety

$1,500

Contingency

$30,000.00

TOTAL

$737,102.80

Payment for work shall be issued within 45 business days of completion and approval from the Engineer.

SPECIAL PROVISIONS

FY 2027 – PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM
City Project 50-01-53199-27-00

TABLE OF CONTENTS OF SPECIAL PROVISIONS

Note: This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

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SPECIAL PROVISIONS

FY 2027 – PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM
City Project 50-01-53199-27-00

This contract shall be administered, and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2026	IDOT
4	Supplemental Specifications	January 1, 2026	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
6	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
7	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
8	Manual on Uniform Traffic Control Devices (MUTCD)	December 2023 w/ 2024 Revisions	FHWA
9	Manual of Test Procedures of Materials	December 1, 2024	IDOT

Final clarification of any conflict shall be as directed by the City Engineer.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table).

LOCATION AND SCHEDULING OF PROJECT

Due to outside constraints and other construction projects, start of construction shall be after August 1, 2026.

DECRIPTION OF WORK

This work consists of the placement of high-pressure slurry seal material at the locations as shown on the plans. The work shall include all labor, materials, tools, and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned but which is reasonably and properly inferable and necessary for the completion of the work.

Maps provided are to be used as a guide. Work to be performed on the City Streets will be marked with white or pink paint by a representative from the City. The paint marks and/or directives given by the Engineer will supersede information provided on maps contained in this contract.

CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

ADDITION OR DELETION OF STREETS & QUANTITIES

The City reserves the right to add or remove streets from the list and increase, decrease, add, or delete quantities and pay items in this contract. Any such additions may include an extension of time to the Contractor to complete the work.

PARTIAL PAYMENTS

Add the following after the first paragraph of Article 109.07(a) of the Standard

Specifications:

"The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments with a reduction in retention for the partial payments or without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price.

When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained

after making the semi-final payment be less than one percent of the adjusted contract price, nor less than $500.00."

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following after the first paragraph of Article 107.09:

Construction work shall be planned and executed to minimize inconvenience to residents and businesses regarding access to driveways and alleys. Prior notice of at least 48 hours shall be given to residents and businesses prior to removal of access to entrances, driveways, and alleys.

On-street-parking removal creates a hardship for residents and businesses. The contractor shall plan and execute the work to be done so that on street parking removal is no more than a total of twenty-four (24) hours in one area. Parking removal time span starts twenty-four (24) hours after installation of "no parking" signs and ends when the signs have been removed after the treatment has been placed and cured.

Pedestrian access shall be maintained in each direction (east/west and north/south) at each intersection.

PROSECUTION & PROGRESS

The Contractor's attention is called to Section 108 of the IDOT Standard Specifications which applies to this contract.

The contractor shall designate one individual as the Project Superintendent for this job. This person shall be responsible for the entire project. The name and contact information for the Project Superintendent shall be supplied at the Pre-construction Meeting.

PROJECT COMPLETION DATE PLUS WORKING DAYS

All major items of work shall be completed on or before **September 30, 2026**. After **September 30, 2026,** the Contractor shall be allowed **ten (10) working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All slurry seal operations shall be complete by September 30, 2026, and all travel lanes shall be open to traffic by that date.

The attention of the CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time. Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by September 30, 2026.

ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.
2. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
3. Current Material Safety Data Sheet (MSDS) for the material.
4. Previous use documentation and test data conclusively demonstrating that the product has been used successfully for a period of at least two years by government agencies such as Cities, Counties, or DOT's.
5. List at least three (3) projects completed using the product with dates, number of square yards treated along with the name and contact information of the manager in charge of each project.
6. Testing data from at least three (3) projects showing that the product has been proven to perform, as required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

APPROVAL OF PROPSED USE AREAS

Add the following to the requirements of Article 107.22:

"The Contractor shall be responsible for restoring the approved use area to its original state prior to vacating the area. Restoration of the use area to its original state is the sole responsibility of the Contractor and will come at no cost to the City."

"The Contractor shall be responsible for obtaining proposed use areas. Proposed areas shall not be supplied by the City nor will the proposed areas be City property."

MATERIAL SPECIFICATIONS FOR PRESSUREPAVE-MAQS® SURFACING SYSTEM

(United States Patent 9,260,826 B2)
(United States Patent 7,312,262 B2)
(United States Patent 9,879,387 B2)
(United States Patent 11,060,248 B2)

1.0 Description

1.1 This work shall consist of the simultaneous application of PressurePave Sealant Material (PSM) and Modified Aggregate Quick Set (MAQS®) slurry surfacing to asphaltic pavement surfaces and related preparation. PSM shall consist of modified asphaltic emulsion, mineral aggregate, additives and water.

The MAQS mixture shall consist of a cationic latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. Both mixtures shall be properly transported, proportioned, mixed and evenly spread on the asphaltic pavement surface in strict accordance with the plans, these specifications and as directed by the City. Both mixtures shall simultaneously
cure to provide a new surface that is uniform and homogeneous in appearance, substantially fills all cracks, and adheres firmly to the existing surface.

2.0 Materials

2.1 PressurePave Sealant Material. PressurePave Sealant Material shall consist of modified asphaltic emulsion, mineral aggregate, additives and water. PSM shall be supplied by Donelson Sealant Technologies, Clever, MO per manufacturers specifications.

2.2 MAQS Surfacing Material

2.2.1 Latex Modified Asphalt Emulsion. The asphalt shall be a latex modified grade CSS-1h emulsified asphalt. The asphalt shall be modified with DST-SCA, set control agent from Donelson Sealant Technologies, Clever, MO to achieve the performance requirements of paragraph 3.0 contained herein.

2.2.2 Mineral Aggregate

2.2.2.1 The mineral aggregate used shall be of the type and grade for the particular use of the MAQS surface. The aggregate shall be manufactured crushed Burlington limestone, from Clever Stone Company, Inc., located in Clever, Missouri.

2.2.2.2 The aggregate shall be proportioned such that two portions shall be used, one with a higher abrasion resistance than the second portion. The first portion shall be provided such that 45-55%, by weight, shall be used; the second portion shall be provided such that the balance, or 45-55%, by weight, shall be used.

2.2.2.3 Aggregate used for this project shall conform to the following requirements when tested in accordance with the specified test methods:

TEST	METHOD	REQUIREMENT
Sand Equivalent	ASTM D 2419	65 minimum
Abrasion Resistance after 500 revolutions		
Portion 1	ASTM C 131	17-23%
Portion 2	ASTM C 131	26-34%
Soundness of Aggregates by use of Sodium Sulfate, 5 cycles	ASTM C 88	2% maximum

2.2.3 Mineral Filler. The Portland Cement mineral filler shall be any recognized brand of non-air entrained Type I Portland cement and shall be mixed at a rate between 0.25% and 2.0% by the weight of dry aggregate.

2.2.4 Water. The water shall be potable, free of harmful soluble salts, and shall be added in an amount to provide proper consistency.

2.2.5 DST-Flex field additive. To improve the flexibility and moisture resistance of the composition, DST-Flex field additive shall be added on job site as needed. DST-Flex shall be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

2.2.6 DST-CE additive. To enhance the black appearance of the finished surface, DST-CE may be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

3.0 Composition of MAQS Surfacing Mixture

3.1 The proposed MAQS mixture to be used for this project shall conform to the requirements specified when tested in accordance with the following tests. The residual asphalt content for these tests shall be 8.3% for MAQS-2, and 7.5% for MAQS-3. The emulsion design (i.e. surfactant content, surfactant solution ph, etc.) shall remain

constant throughout all of the tests below, and shall not be altered from this design for project installation without consent of the City.

	DESCRIPTION	REQUIREMENT
Deep Dish Test Method	Cure time/strength	30 minutes: 5.5 mm 60 minutes: 4.0 mm 90 minutes: 3.5 mm
ISSA TEST	DESCRIPTION	REQUIREMENT
TB 139	Wet Cohesion	
	30 minutes (set time)	18 kg-cm minimum
	60 minutes (traffic time)	20 kg-cm min. (Or near spin)
TB 109	Excess Asphalt	30 g/ft^2 maximum
TB 114	Wet Stripping	Pass (90% minimum)
TB 100	Wet Track Abrasion	
	(For MAQS-3 a 3/8-inch mold	
	shall be used)	
	One hour soak, loss	20 g/ft^2 maximum
	Six day soak, loss	30 g/ft^2 maximum
TB 113	Mix Time @ 25C (77F)	Controllable to 280 seconds, minimum
TB 147	Measurement of Stability	
	Lateral Displacement	1% maximum
	Vertical Displacement	5% maximum

3.2 A mix design report shall be reported on an independently owned and operated testing laboratory's letterhead, demonstrating compliance with the performance tests.

4.0 Application

4.1 PSM material shall be delivered to the road surface per PSM manufacturers specifications and by pressurized injection methods and equipment described in United States Patent 9,879,387 B2, and United States Patent 9,260,826 B2.

4.2 Spreading of Mixtures.

4.2.1 PSM material shall be applied first, immediately followed by installation of MAQS material, essentially allowing for a simultaneous application and cure of both.

4.2.2 Cul-de-sacs. PSM material shall only be applied in areas where feasible. In cul-de-sacs that are without central unpaved areas (islands), MAQS surfacing material shall be applied via spreader box only. Hand application of material shall only be allowed in areas consistent with normal spreader box application techniques (transverse and longitudinal joints). In cul-de-sacs, including those that contain unpaved islands, the spreader box pass following the outer arc of the cul-de-sac shall be achieved in a single continuous manner without stopping.

4.3 Application Rate.

4.3.1 PSM. PSM material shall be applied at a rate consistent with PSM manufacturers specifications.

4.3.2 MAQS-2. Single lift applications of MAQS material shall be applied in one (1) lift of 17-22 pounds per square yard of the dry mass of the mineral aggregate.

4.3.3 MAQS-3. Single lift applications of MAQS material shall be applied in one (1) lift of 24-30 pounds per square yard of the dry mass of the mineral aggregate.

4.3.4 MAQS-Flex. At the discretion and under direction of the City, areas designated shall be applied with MAQS treated with DST-Flex field additive.

5.0 Work Experience and Workmanship

5.1 The Contractor shall be required to have at least two (2) years of work experience in the application of these precise materials, methods of placement, and scope of work as described herein.

6.0 Method of Measurement and Basis of Payment

6.1 Measurements for the payment of PSM, MAQS-1, MAQS-2, MAQS-3 and MAQS-FlexScratch surfacing will be made to the nearest square yard.

STREET SWEEPING AND CLEANING

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor.

Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

The contractor shall be responsible for obtaining a dump site and the disposal of the debris collected from STREET SWEEPING AND CLEANING. A City of Bloomington-owned dump site will not be available.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING.

RESIDENT NOTIFICATION

This item includes public notification of the upcoming construction activities. Notification to consist of placing approximately 12 to 15 informational boxes on barricades adjacent streets where activities will be performed and as directed by the Engineer. In addition, all residential, commercial, and public properties adjacent to impacted streets shall receive an informational sheet (hand delivered) outlining the forthcoming activities and information related to the product. Handouts to be at each information box location, hand delivered to each property adjacent the work locations, as well as on vehicles parked along the streets. The City will prepare and reproduce the informational sheet to be utilized by the Contractor. Notification to be performed five (5) business days prior to high-pressure slurry seal activities.

General location maps for the notification areas are provided in the contract. Some streets have specific address highlighted in which notification is to be given only to these addresses. If no specific addresses are given, all adjacent properties shall be given notification.

This item will be paid for at the contract unit price of RESIDENT NOTIFICATION.

TRAFFIC CONTROL & SAFETY

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to allow safe travel. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is in place.

Traffic Control shall be maintained throughout the project in accordance with the various City, State and Federal regulations and agreements attached hereto.

The procedures and guidelines set forth in Chapter 6 of "Traffic Controls for Highway Construction and Maintenance Operations" of the Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Local vehicular and pedestrian traffic shall be maintained throughout the project in accordance with the latest version of these Standards 701306, 701501, 701502, 701601, 701602, 701606, 701701, 701801, and 701901, which are included in this Contract.

Per Article 105.03(b), the City reserves the right to determine and notify the Contractor of any traffic control deficiency. Upon notification of deficiency, the Contractor shall correct the deficiency within a specified time not to exceed 12 hours. Upon failure to correct the deficiency, a daily monetary deduction will be imposed for each calendar day or fraction thereof that the deficiency exists. The daily monetary deduction will be $2,500.00.

The Contractor shall notify the City Engineer of an impending street closure prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

The City shall be responsible for the placement of “No Parking” signs, and vehicle relocation throughout the project. Contractor shall give the City a sequence of work schedule seventy-two (72) hours prior to start of work to ensure proper installation of signs.

The work shall be paid for as Lump Sum at the contract unit price for TRAFFIC CONTROL & SAFETY which shall include all material, equipment, and labor to complete the item.

CONTENGENCY

The contingency item(s) included in the bid shall be used for investigative work or unforeseen issues which may arise during the project. All contingency items shall be at the City’s sole discretion. Work shall not proceed until authorized by the City in writing. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

The City shall also have the option to contract any and all contingency work with a different contractor should it choose to.

The CONTINGENCY work is to be agreed upon by the Contractor and the Engineer as to scope and methods. Payments to the contractor for CONTINGENCY work shall be in accordance with Article 109.04, “Payment for Extra Work”, of the Standard Specs, except Article 109.04(B)(4) shall be changed to the following:

> “Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity

for the work to be performed and be in good operating condition. For such equipment, the Contractor will be paid as follows.

Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins.

The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

All prices shall be agreed to in writing before the equipment is used.

Any additional traffic control or bypass pumping required to perform the work will be paid separately on a time and material basis from the CONTINGENCY lump sum line item.

For CONTINGENCY work, a maximum of one hour of mobilization time will be allowed for each additional piece of equipment used at the project site per the following: The hour includes both mobilization and demobilization (half hour for each). Mobilization for equipment brought under its own power will be paid at the equipment rate. Mobilization for equipment transported by trailer or special vehicle will be paid at the truck-trailer combination or special vehicle rates only (not the equipment). A special vehicle includes a truck or van with a lift gate or similar loading device. One mobilization will be paid for multiple pieces of equipment transported on the same trailer or special vehicle at the same time. Mobilization time will be paid once for a multi-day project. Mobilization will not be paid for equipment that is brought to the project site but not used or for equipment already onsite for work on other pay items. Mobilization of small equipment,

such as a cut-off saw, plate compactor or vibrator, which can be transported in a pickup truck or van will not be paid. The maximum one-hour mobilization time also applies to the Operating Engineer operating the equipment under its own power or Truck Driver operating a truck-trailer or special vehicle hauling equipment. Mobilization time will not be
paid for any other labor trade or personnel. Travel time for both labor and equipment between small projects that are completed during the same day will be compensated at the labor rate for each trade and at the equipment rate for equipment transported under its own power and at the truck-trailer or special vehicle rate for equipment that is hauled. Stand-by time for equipment, labor, trucks, trailers or special vehicles will not be paid. Unless otherwise authorized, only one pickup truck per project will be measured for payment."

The "MAINTENANCE AND REPAIR TIME & MATERIALS REPORT" included in the proposal packet shall be used to track all work performed under the CONTINGENCY line item and shall be agreed upon and signed by the Contractor and Engineer or his Representative at the end of each workday. The Contractor shall submit invoices to City for all CONTINGENCY work within 45 days. Invoices submitted which do not include a signed report form will not be paid. Changes to a completed and signed report form will not be allowed without prior approval from the Engineer.

BASIS OF PAYMENT

High-Pressure Slurry Seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for MAQS-2 per square yard.

High-Pressure Scratch shall be measured by the square yard of material in place and will be paid for at the contract unit price for MAQS-FLEXSCRATCH per square yard.

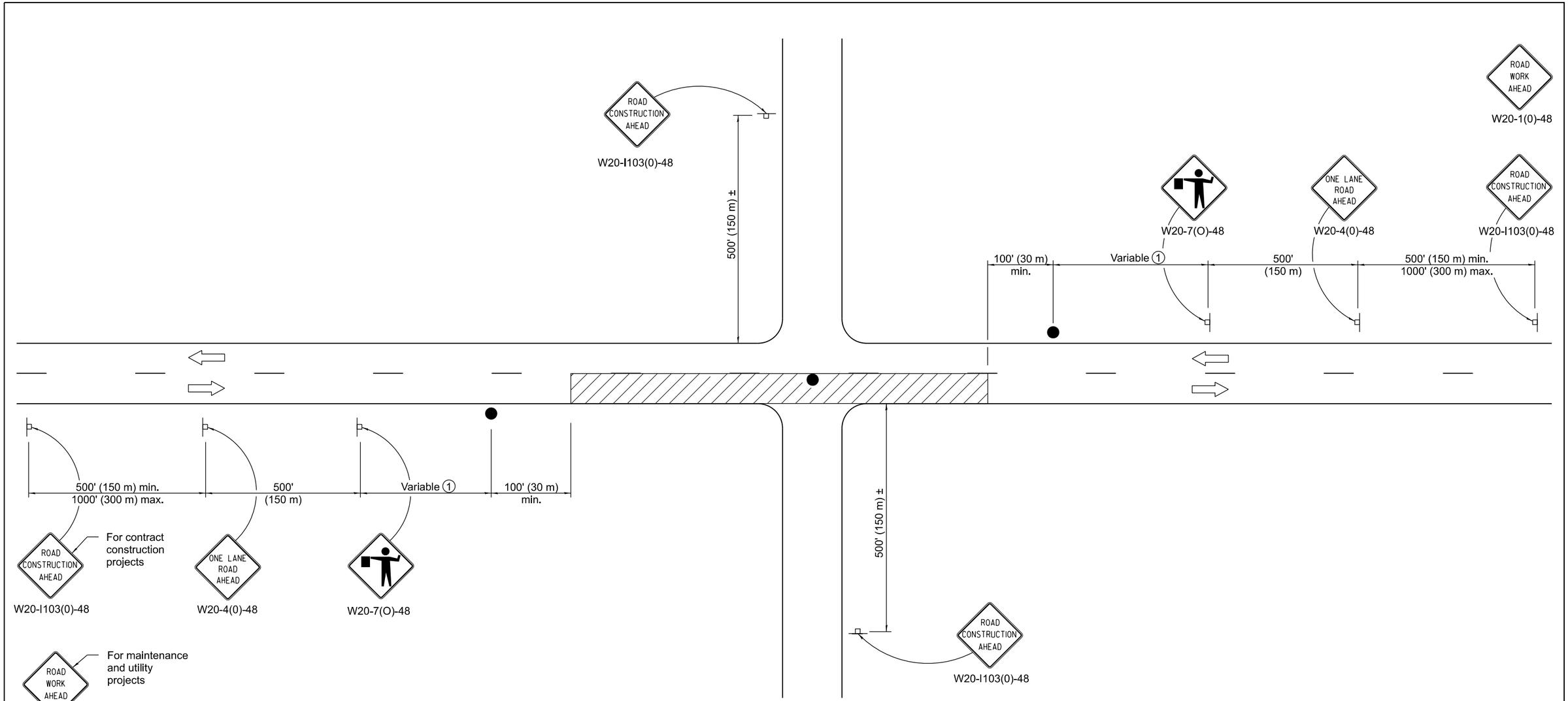
Street Sweeping and Cleaning prior to application of the High-Pressure Slurry Seal will be paid for at the contract unit price for STREET SWEEPING AND CLEANING per lump sum.

Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

Traffic Control & Safety will be paid for at the contract unit price for TRAFFIC CONTROL & SAFETY per lump sum.

Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. Work not indicated for payment in this section will not be paid separately but shall be considered incidental to the contract.

*** END OF SPECIAL PROVISIONS ***



TYPICAL APPLICATIONS

Bituminous resurfacing
Milling operations
Utility operations
Shoulder operations

SYMBOLS

Work area

Sign on portable or permanent support

Flagger with traffic control sign

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed ½ the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than ½ mph (1 km/h) and less than 4 mph (6 km/h).

When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2018
ENGINEER OF SAFETY PROG. AND ENGINEERING

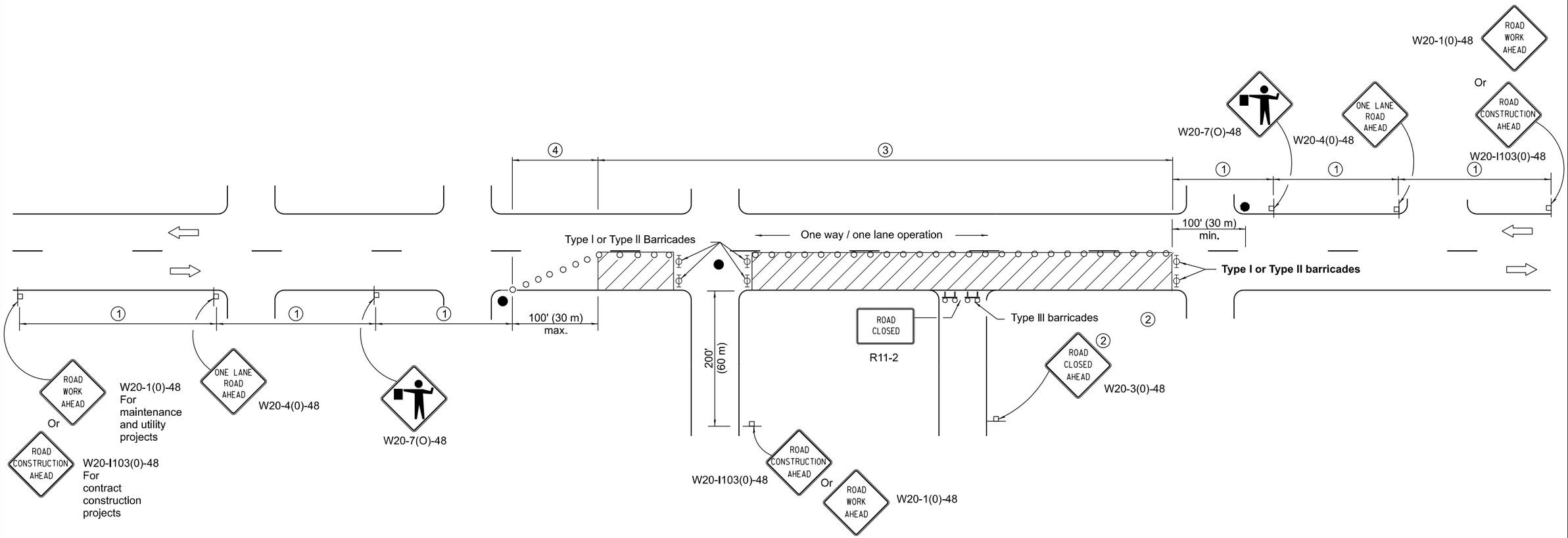
APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-18	Revised lower speed limit for operation to ½ mph.
1-1-11	Revised flagger sign.

LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH

STANDARD 701306-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. For approved sideroad closures.
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used. the interval between devices may be doubled.
4. Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

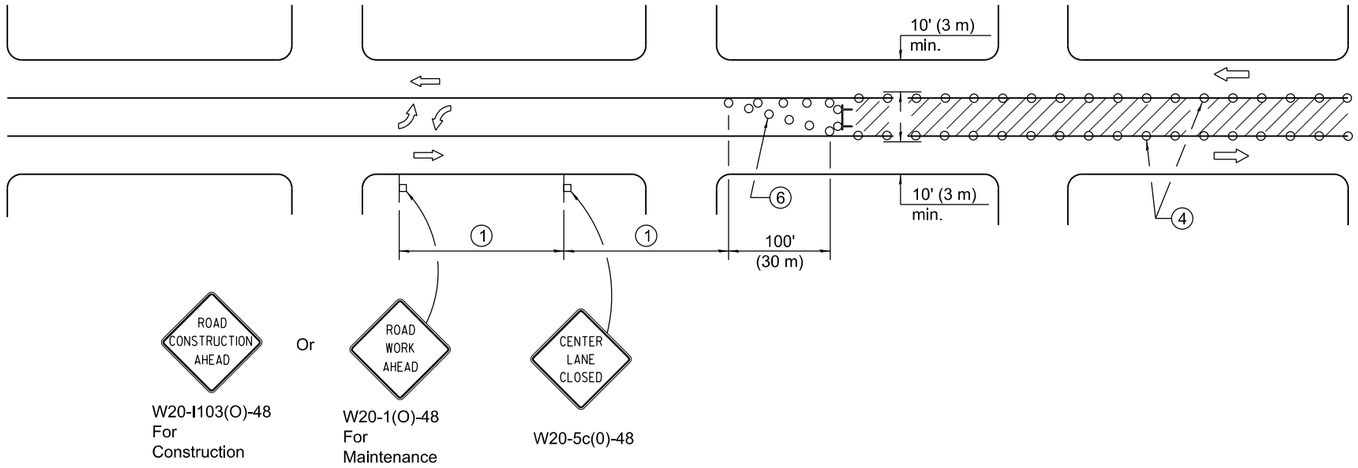
APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block.
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

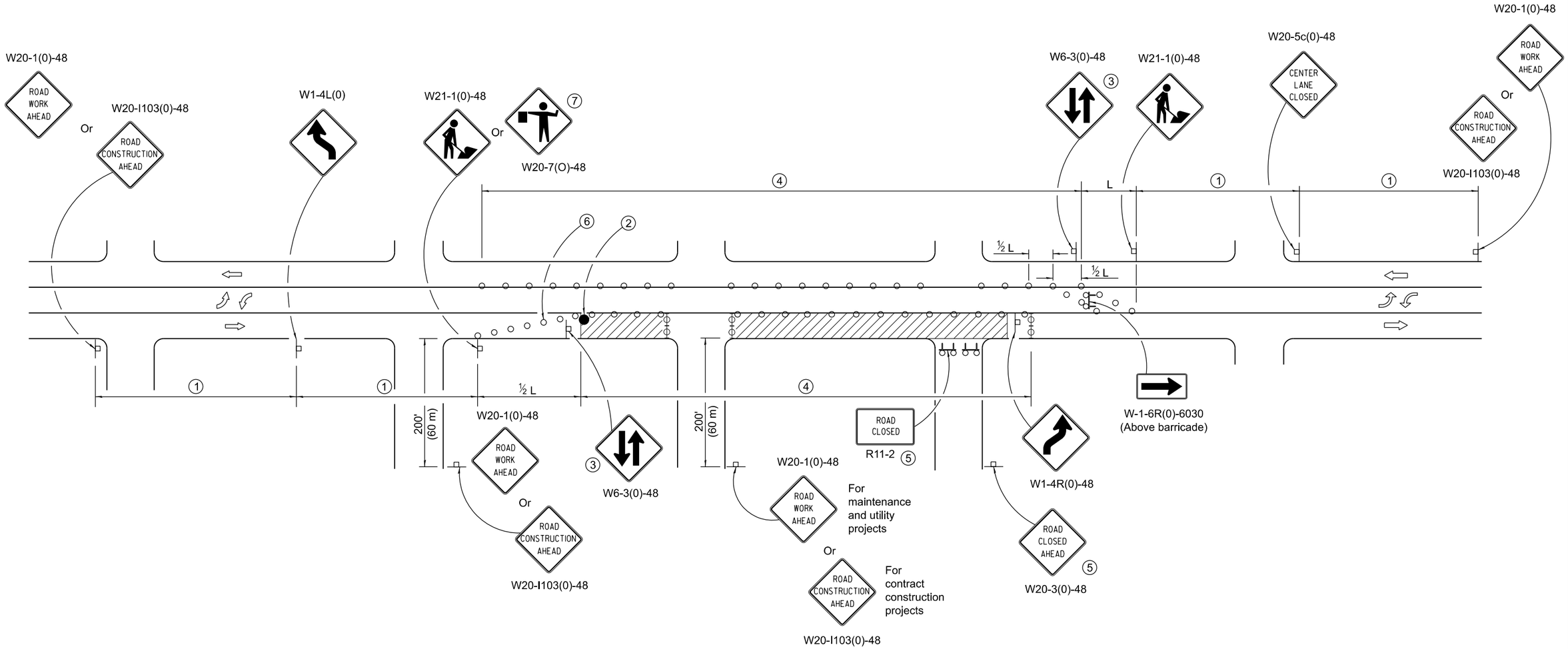
ISSUED 1-1-01

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for TWO WAY
	TRAFFIC sign for CASE II.

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

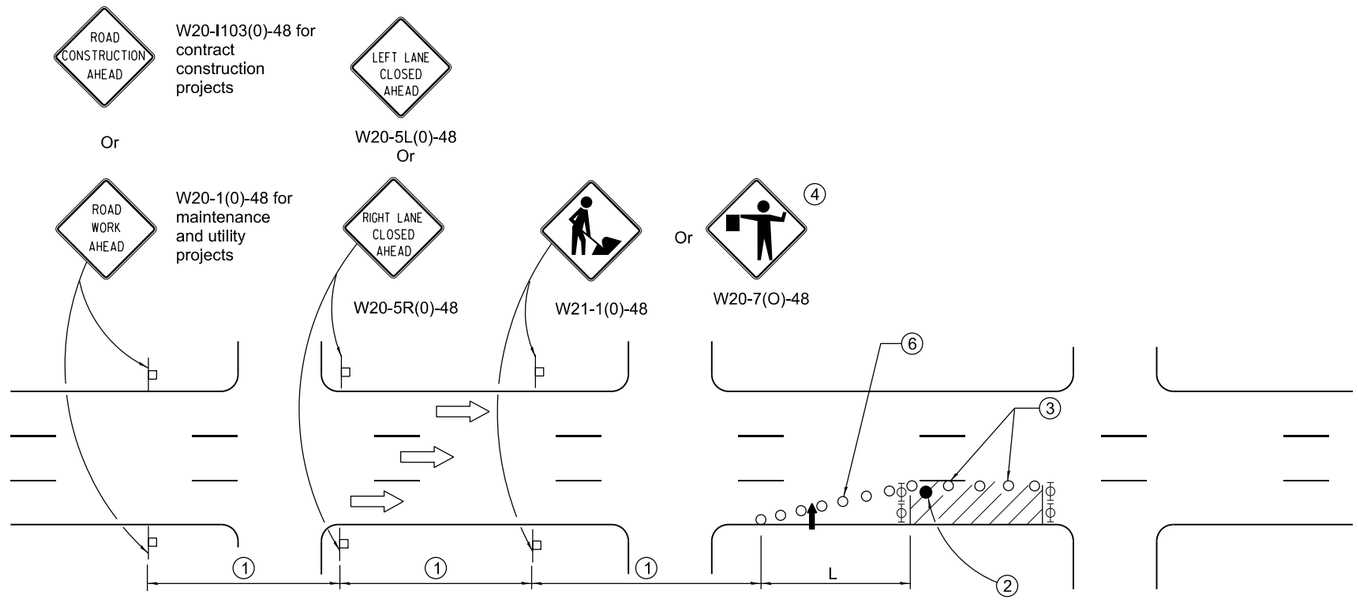
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 2)

STANDARD 701502-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 MPH
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
4. Use flagger sign only when flagger is present.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas.

Calculate L as follows:

SPEED LIMIT

	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

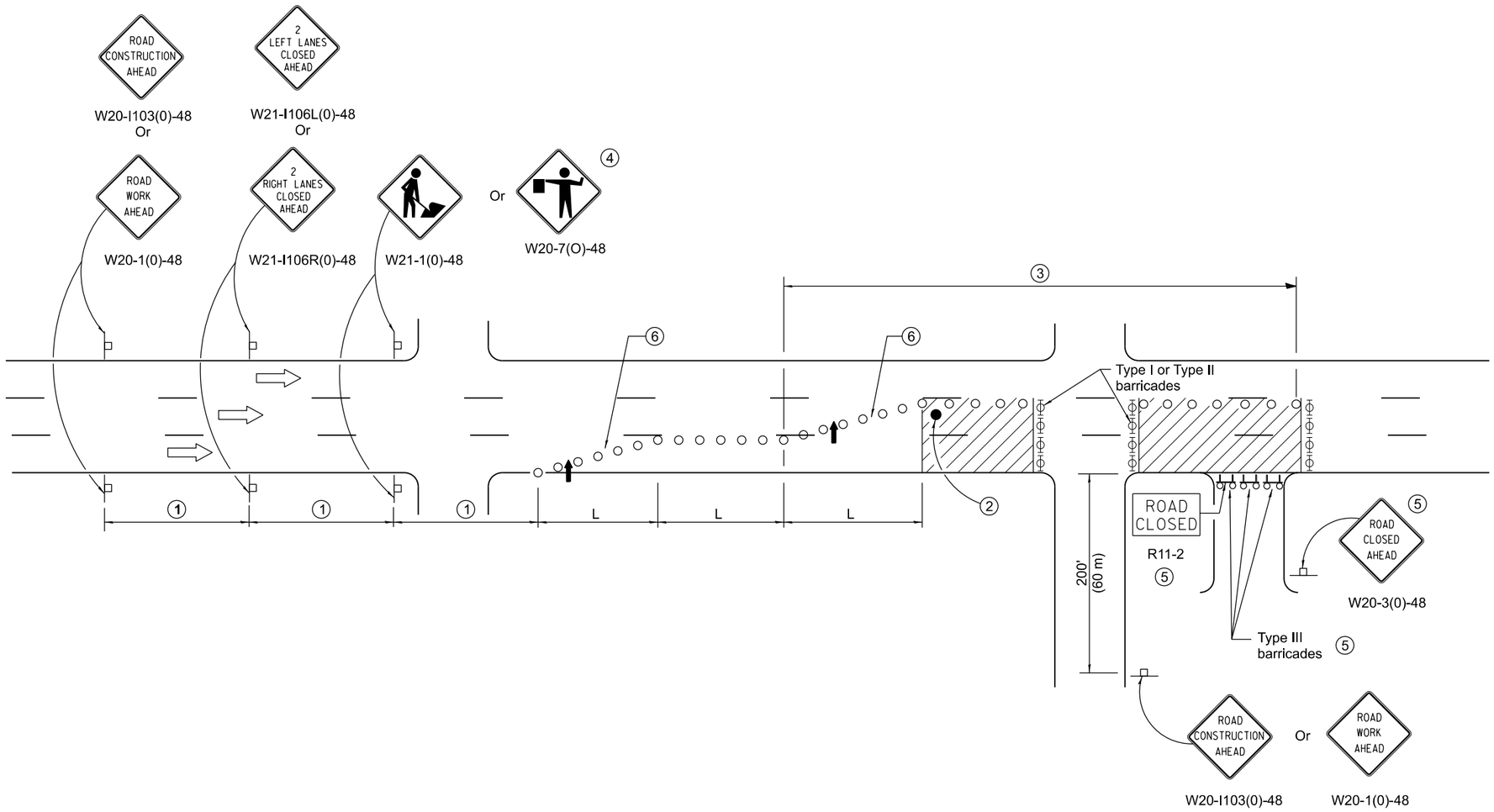
ISSUED 1-1-97

DATE	REVISIONS
1-1-14	Revised workers sign number to
	agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701601-09



Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

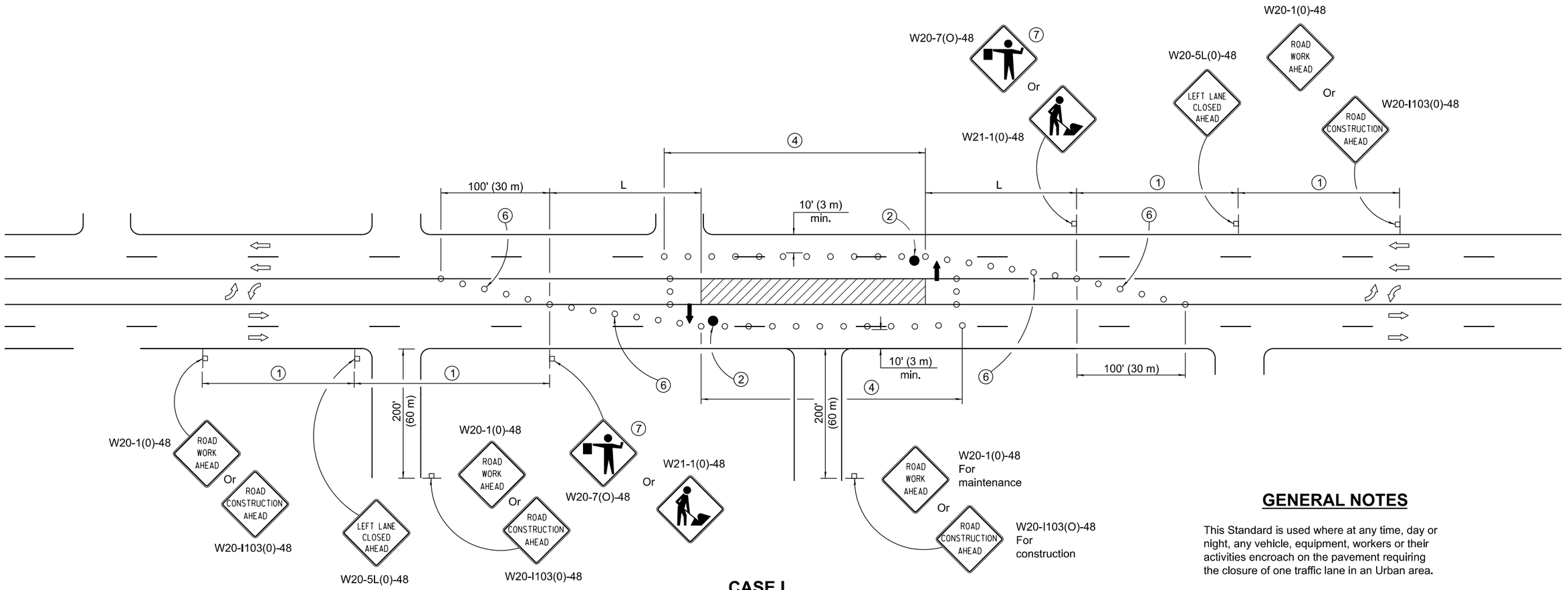
APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 2 of 2)

STANDARD 701601-09



CASE I

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block, repeat every 1 mile (1.6 km).
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Work area
- Barricade or drum with steady burning mondirectional light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

If the work operation is performed between 9:00 a.m. and 3:00 p.m. and does not exceed 15 min. Traffic protection shall be as shown for Standard 701426.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

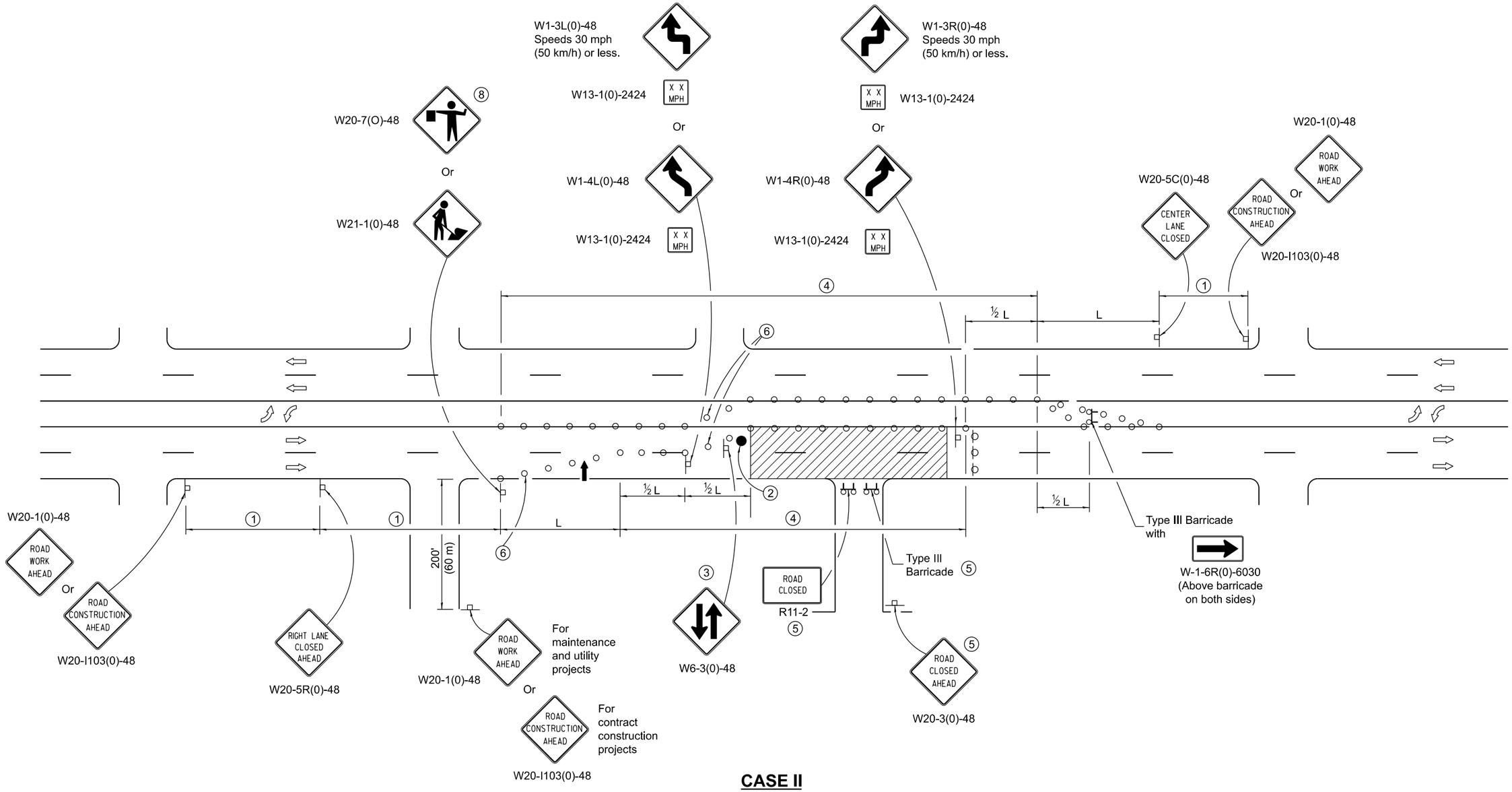
ISSUED 1-1-13

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Moved arrow boards into closed
	lanes for CASE I.

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 4)

STANDARD 701602-10



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

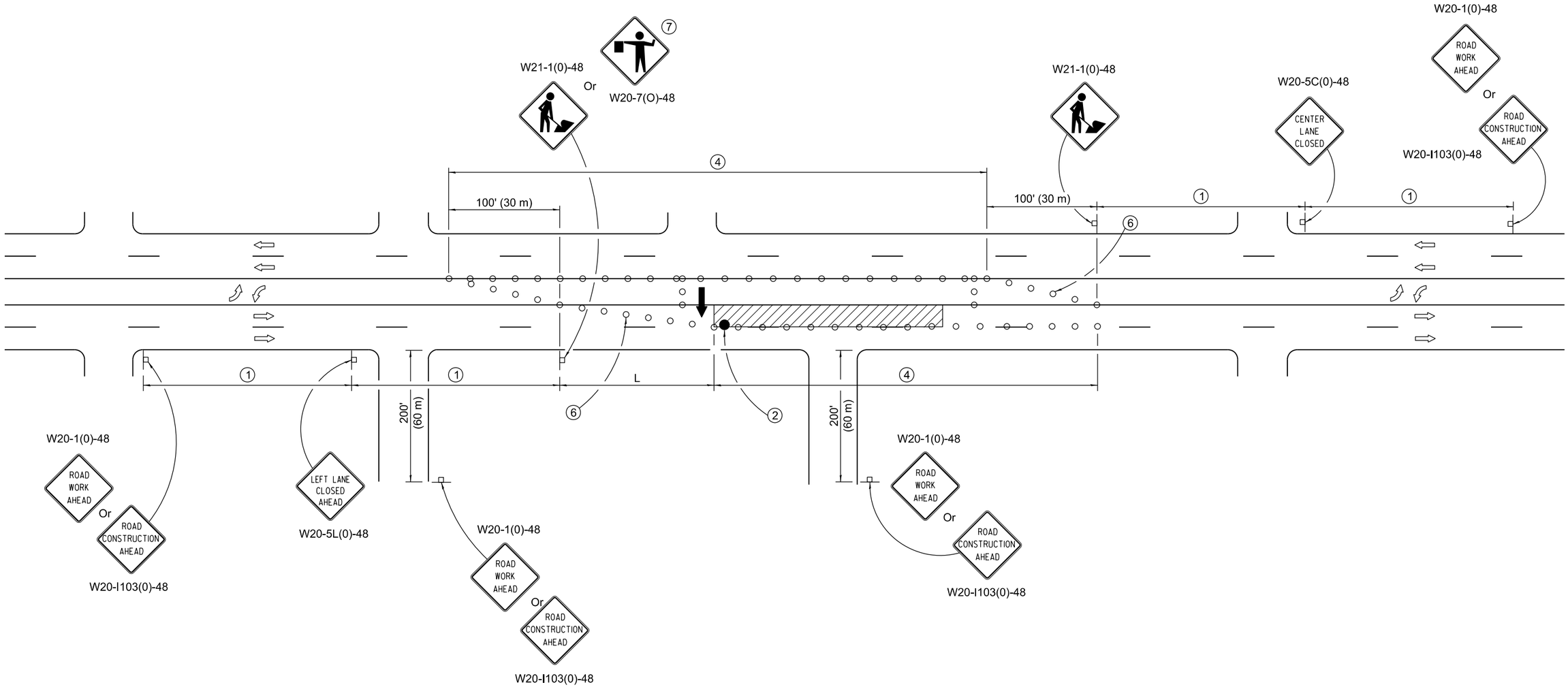
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 4)

STANDARD 701602-10



CASE III

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

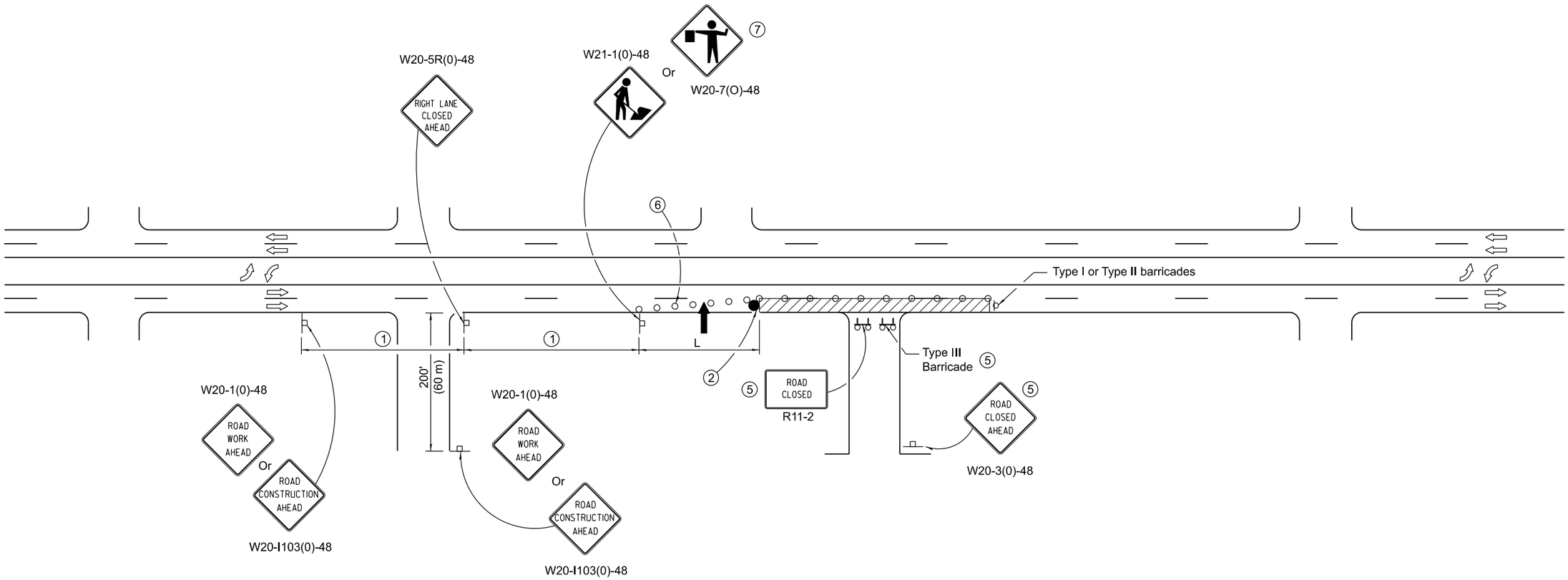
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 3 of 4)

STANDARD 701602-10



CASE IV

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

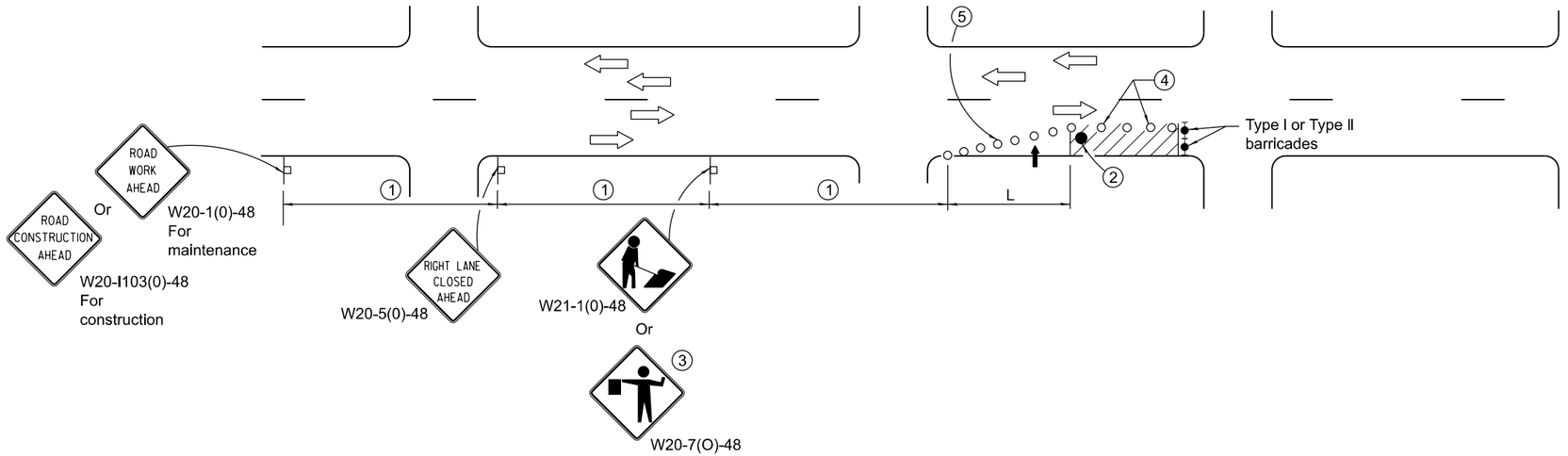
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 4 of 4)

STANDARD 701602-10



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph.
3. Use flagger sign only when flagger is present.
4. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
5. Cones, drums or barricades at 20' (6 m) centers in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT

	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF SAFETY ENGINEERING

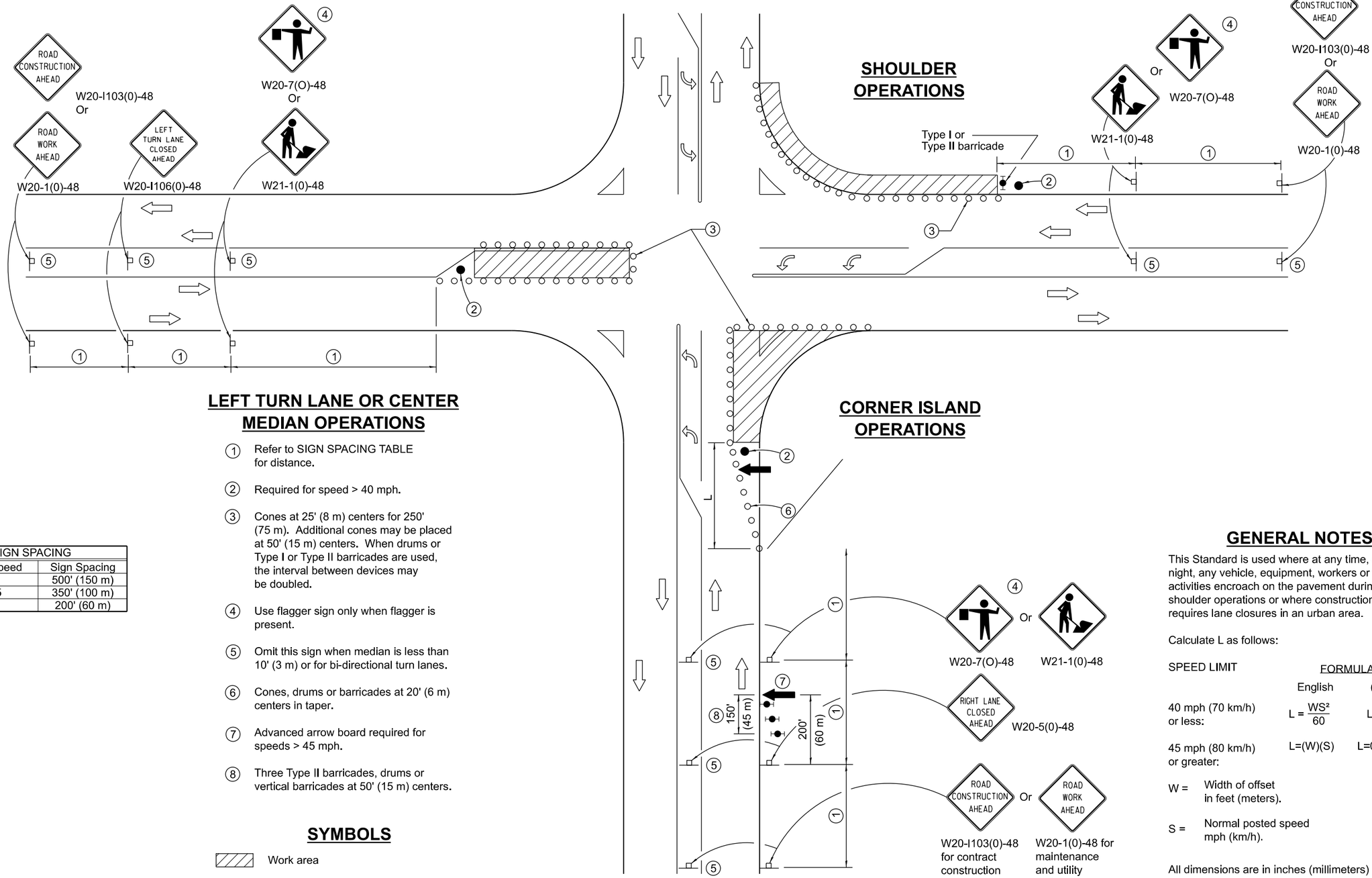
APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-15	Renamed standard. Moved case on
	Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to
	agree with current MUTCD.

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

① Refer to SIGN SPACING TABLE for distance.

② Required for speed > 40 mph.

③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

④ Use flagger sign only when flagger is present.

⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.

⑥ Cones, drums or barricades at 20' (6 m) centers in taper.

⑦ Advanced arrow board required for speeds > 45 mph.

⑧ Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SYMBOLS

- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

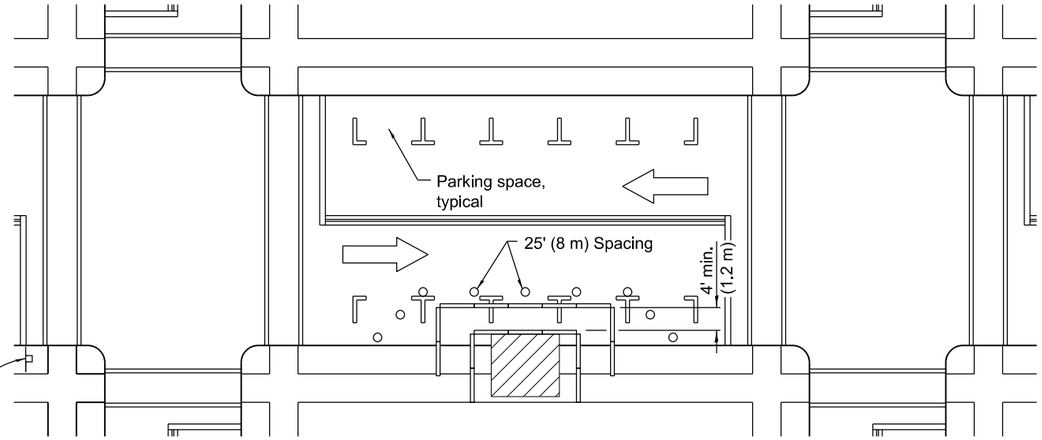
APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Corrected sign number for LEFT
	TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board
	upstream from taper. Revised
	workers sign number.

URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-10



① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

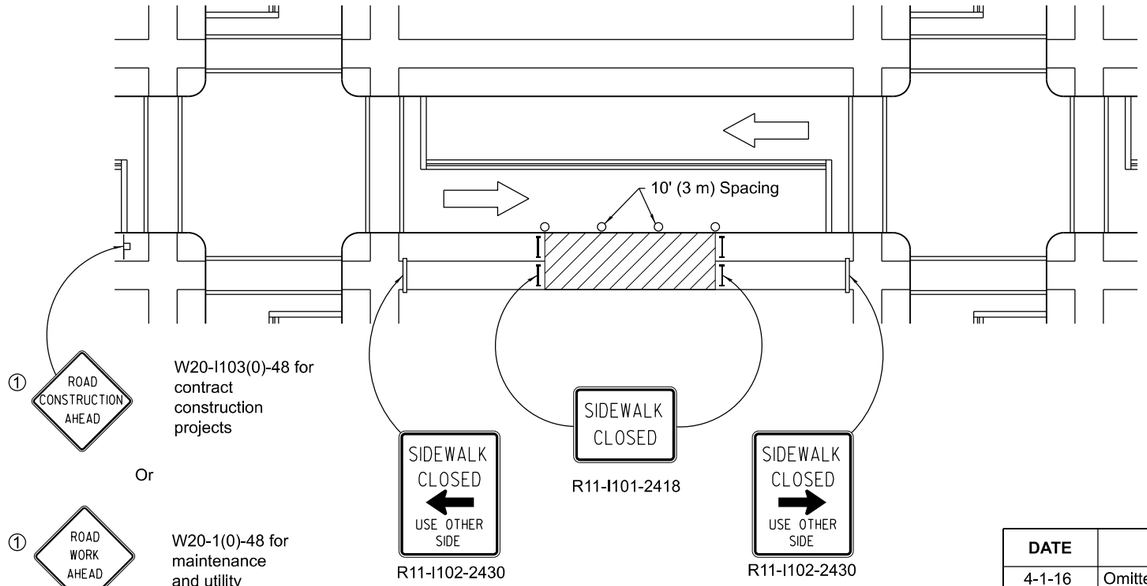
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

R11-I101-2418

R11-I102-2430

R11-I102-2430

SIDEWALK CLOSURE

Illinois Department of Transportation

APPROVED January 1, 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

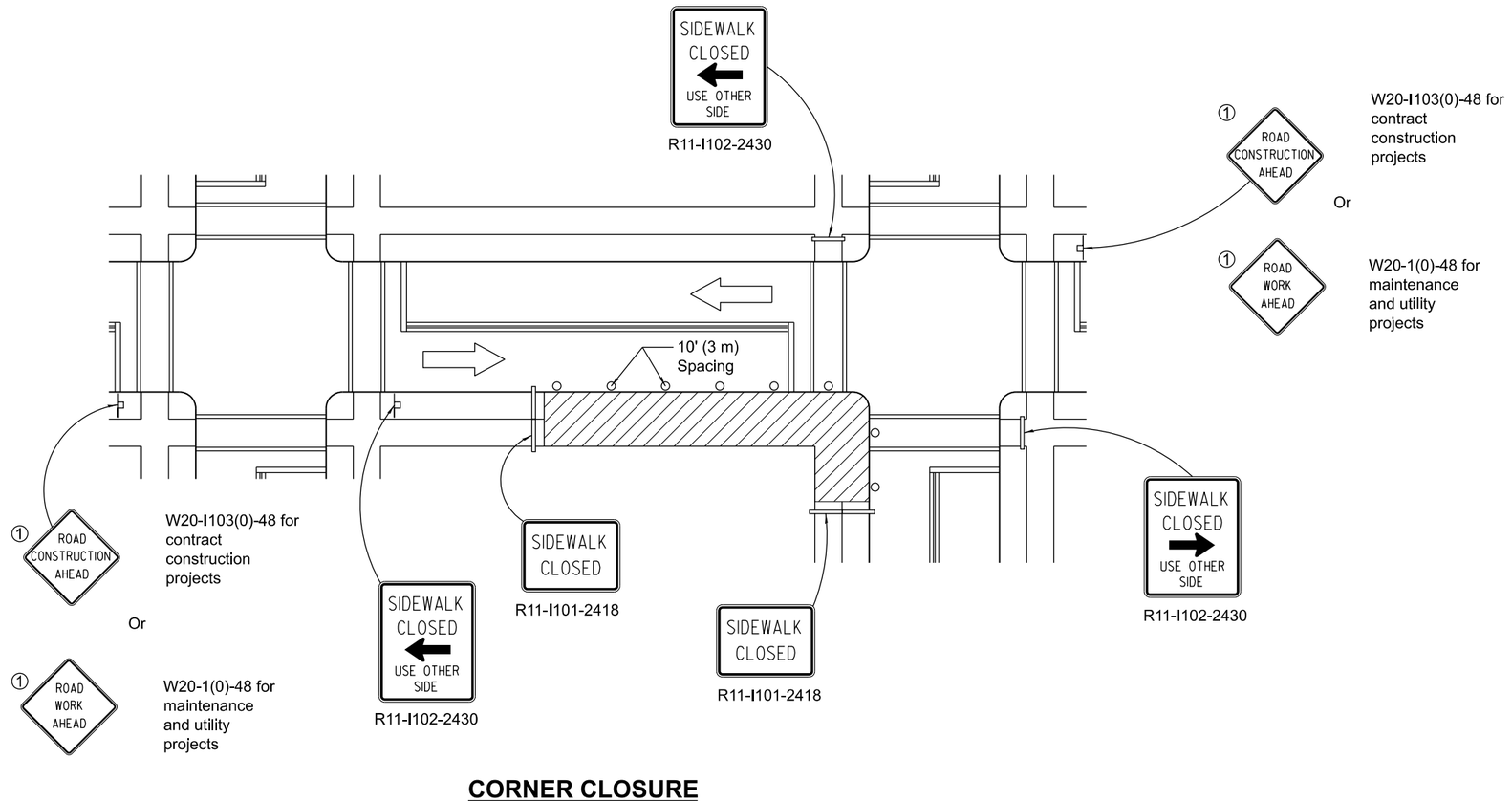
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Omitted orange safety fence from
	standard as this is covered in
	the standard spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views.
	Renamed Standard.

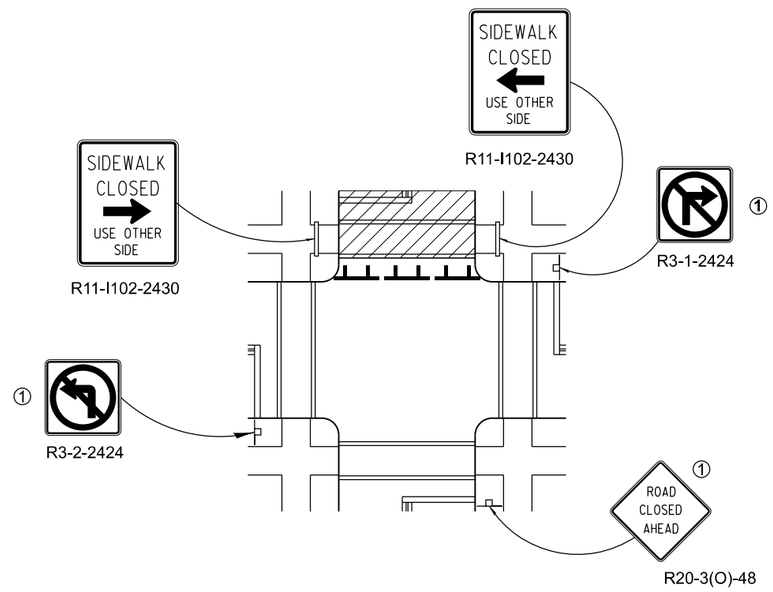
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation

APPROVED January 1, 2016
ENGINEER OF SAFETY ENGINEERING

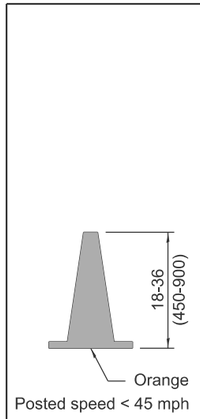
APPROVED January 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

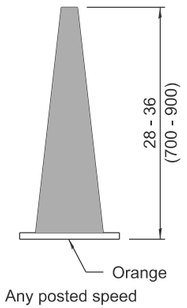
ISSUED 1-1-97

SIDEWALK, CORNER OR CROSSWALK CLOSURE

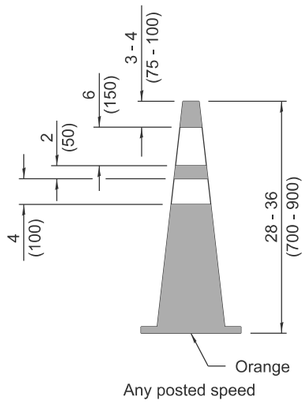
(Sheet 2 of 2)

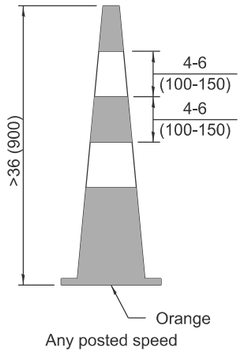
STANDARD 701801-06





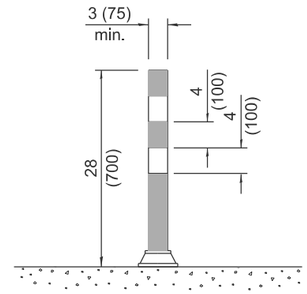
DAYTIME USE



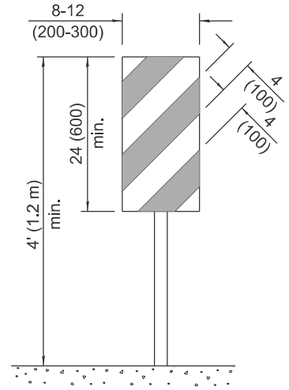


DAY OR NIGHTTIME USE

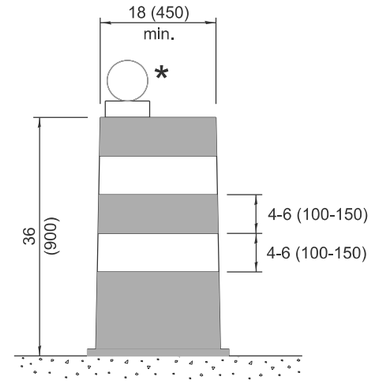
CONES



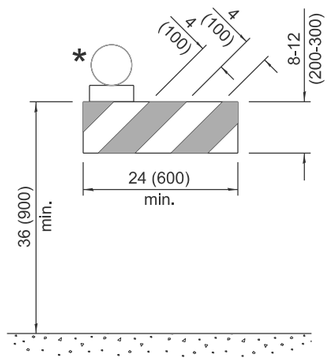
TUBULAR MARKER



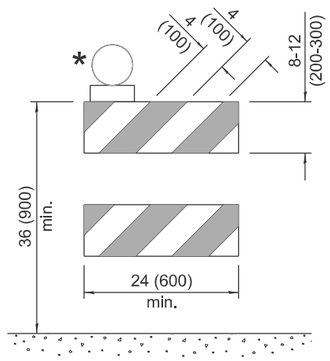
VERTICAL PANEL
POST MOUNTED



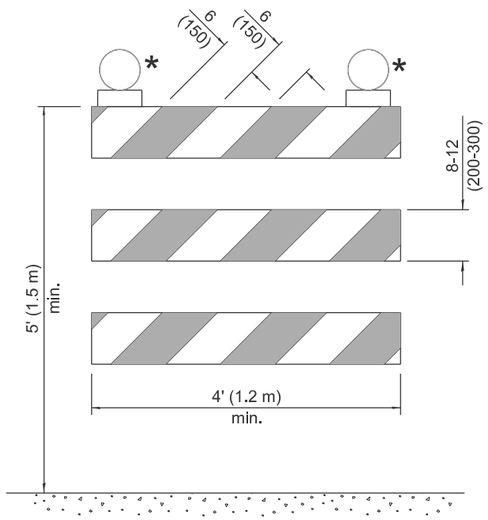
DRUM



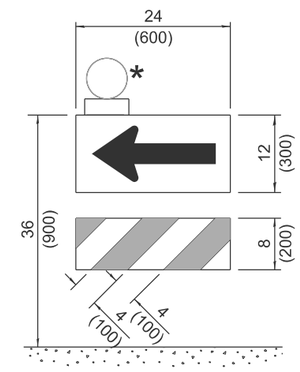
TYPE I BARRICADE



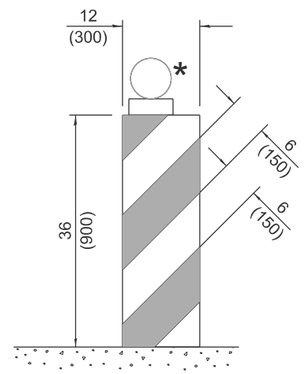
TYPE II BARRICADE



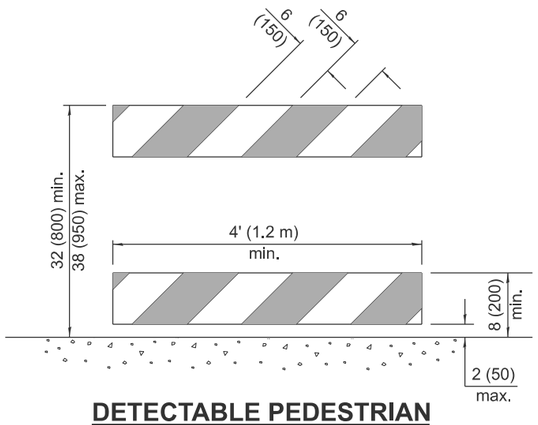
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

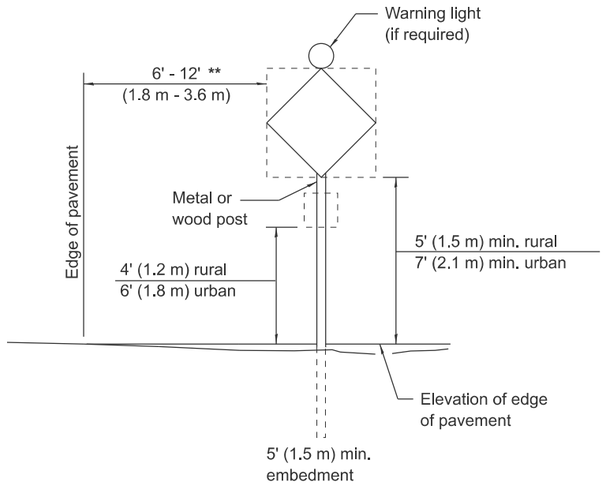
ISSUED 1-1-13

DATE	REVISIONS
1-1-26	Updated Detectable Pedstrian
	Channelizing Barricade (sht. 1) &
	Temporary Rumble Strips
	details (sht. 3)
1-1-25	Updated Temporary Rumble
	Strip Detail (sht. 3).

TRAFFIC CONTROL DEVICES

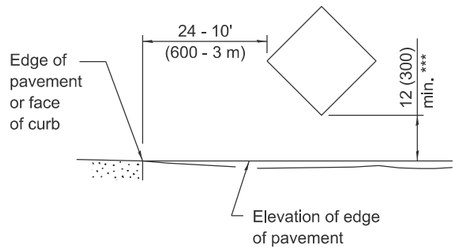
(Sheet 1 of 3)

STANDARD 701901-11



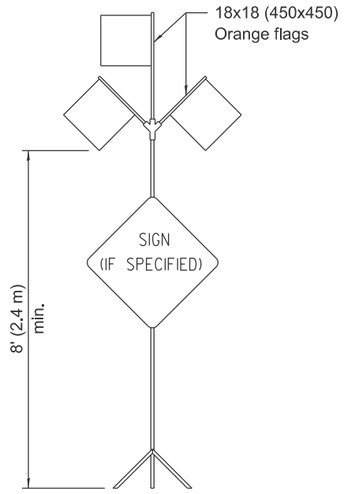
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



G20-I104(0)-6036



G20-I105(0)-6024

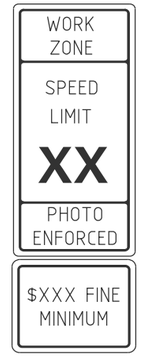
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



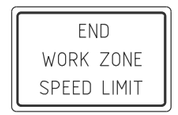
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

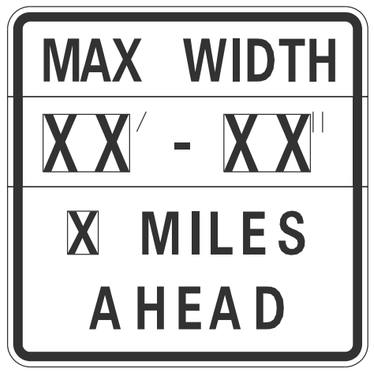


G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

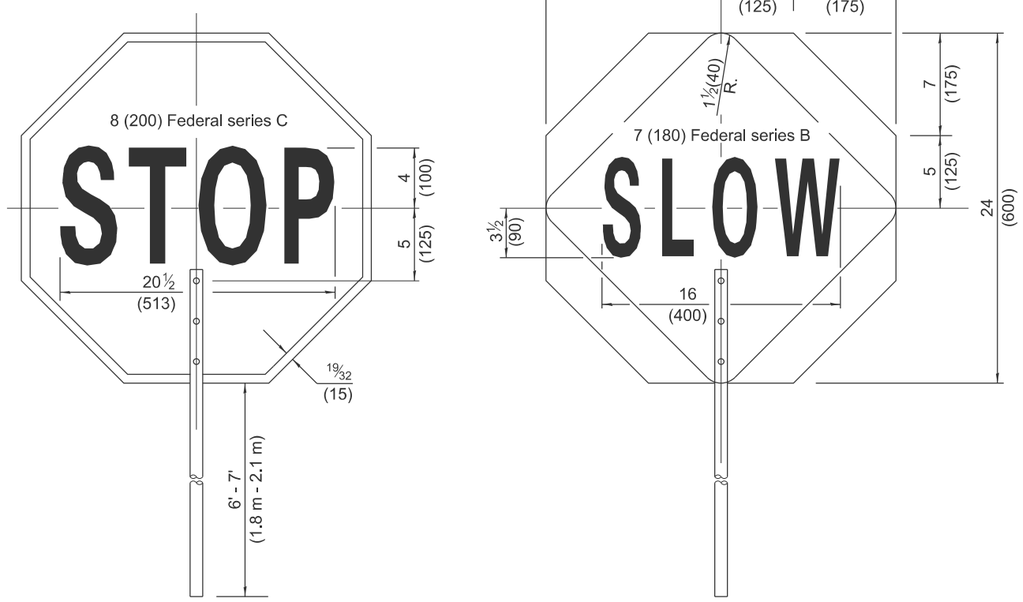
**** R10-I108p shall only be used along roadways under the juristiction of the State.



W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

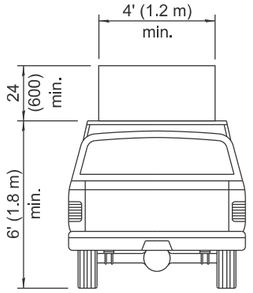
APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

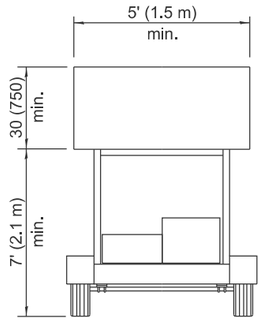
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

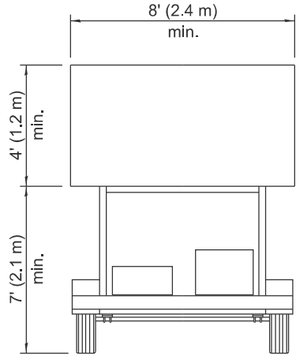
STANDARD 701901-11



TYPE A ROOF MOUNTED

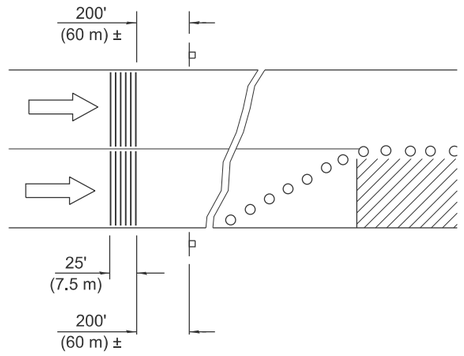


TYPE B ROOF OR TRAILER MOUNTED

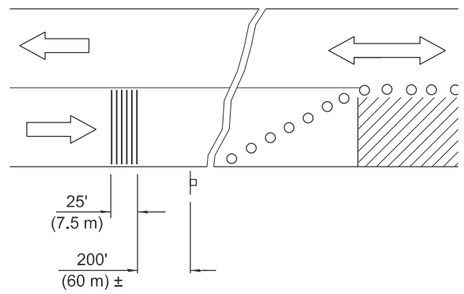


TYPE C TRAILER MOUNTED

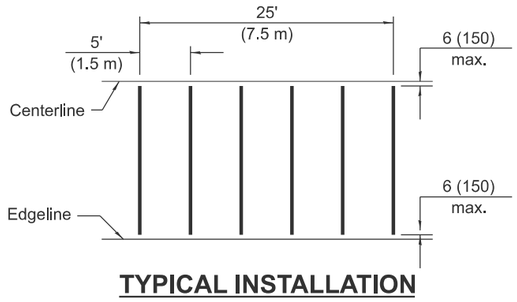
ARROW BOARDS



MULTI-LANE HIGHWAYS

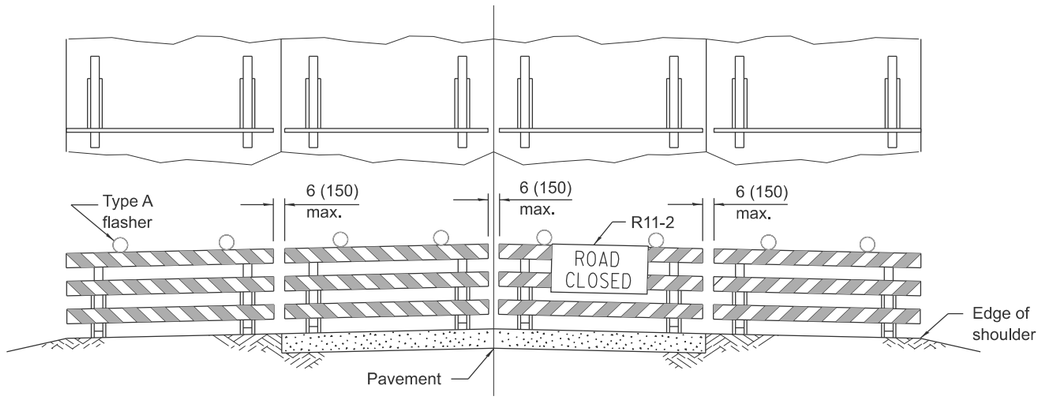


TWO-LANE HIGHWAYS



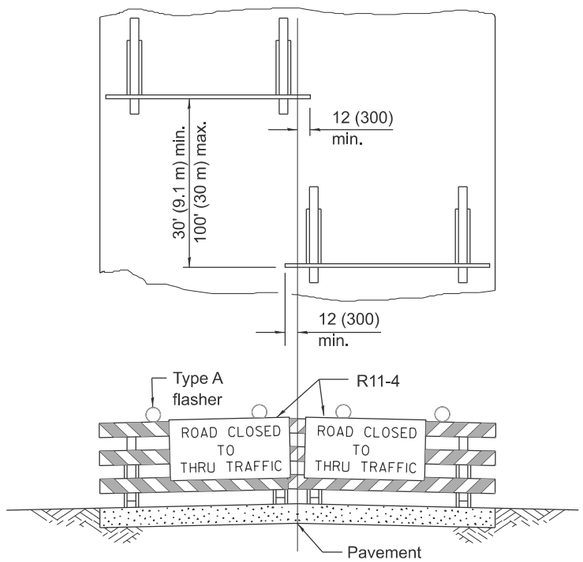
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-11

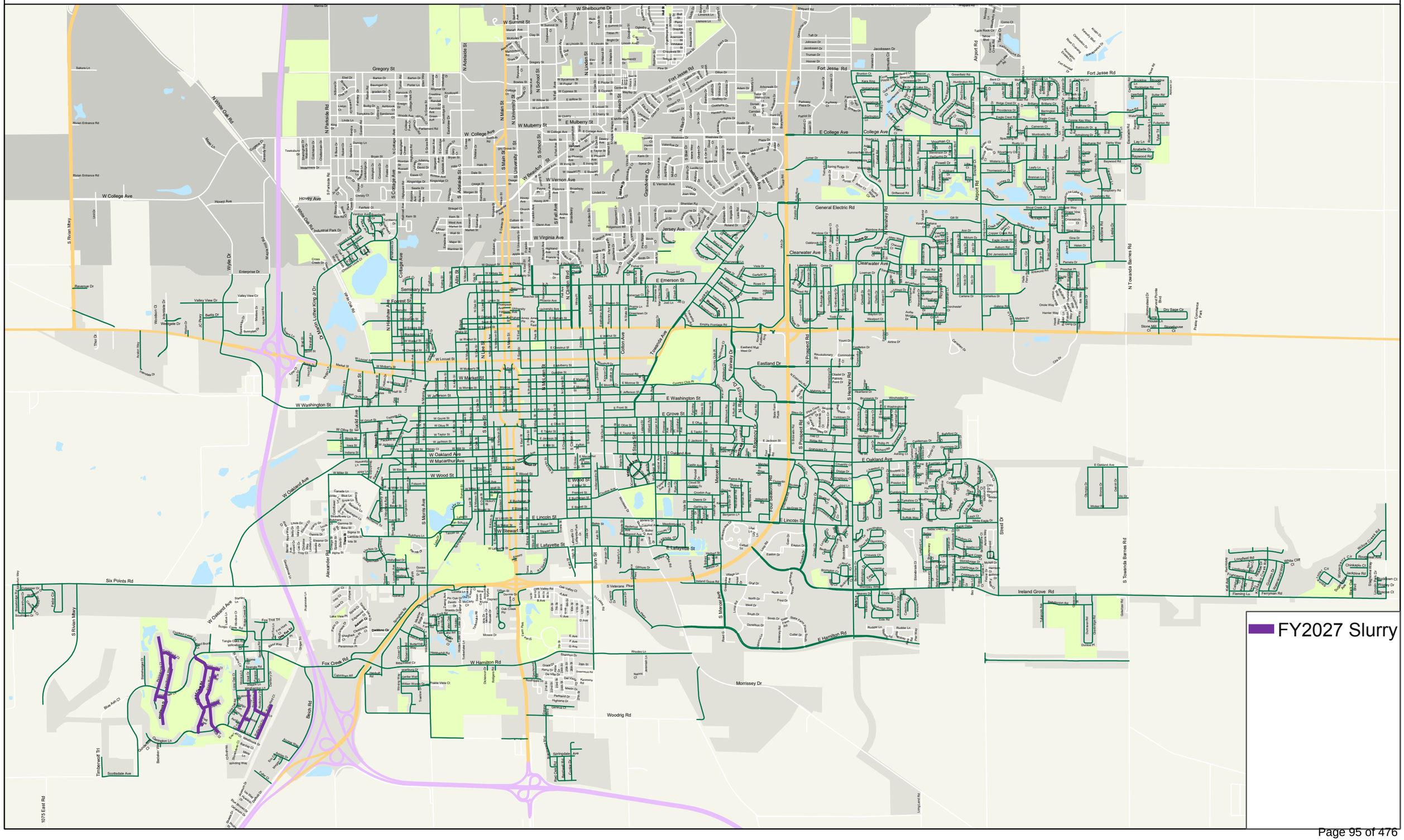
CITY OF Bloomington ILLINOIS

Public Works Department

FY2027 Slurry Program

0 5,000 10,000

Feet



Road	Start	End
Pebblebrook Ct	End	End
Knollbrook Way / Ct	End	Turtleback Ct
Sunningdale Ln	Pebblebrook Ct	Knollbrook Ct
Turtleback Ct	Pebblebrook Ct	End
Fiddlestix Ct	Crooked Creek Rd	End
Huff Way	Piney Run	End
Emeral Crest Ct	Crooked Creek Rd	End
Flag Tree Ct	Crooked Creek Rd	End
Piney Run Ct	Carrington Ln	End
Crooked Creek Rd	Carrington Ln	Fox Creek Rd
Piney Run	Carrington Ln	Fox Creek Rd
Lauderhill Ln	Scarborough St	Essington St
Scarborough St	Carrington Ln	Binghamton Ln
Bainbridge Ln	Essington St	Rutherford Dr
Essington St	Bainbridge Ln	Binghamton Ln
Rutherford Dr	Carrington Ln	Bainbridge Ln
Rutherford Ct	Bainbridge Ln	End

EXHIBIT B

CITY OF Bloomington ILLINOIS

Public Works Department

FY2027 Slurry Program

0 5,000 10,000

Feet

FY2027 Slurry

Road	Start	End
Pebblebrook Ct	End	End
Knollbrook Way / Ct	End	Turtleback Ct
Sunningdale Ln	Pebblebrook Ct	Knollbrook Ct
Turtleback Ct	Pebblebrook Ct	End
Fiddlestix Ct	Crooked Creek Rd	End
Huff Way	Piney Run	End
Emeral Crest Ct	Crooked Creek Rd	End
Flag Tree Ct	Crooked Creek Rd	End
Piney Run Ct	Carrington Ln	End
Crooked Creek Rd	Carrington Ln	Fox Creek Rd
Piney Run	Carrington Ln	Fox Creek Rd
Lauderhill Ln	Scarborough St	Essington St
Scarborough St	Carrington Ln	Binghamton Ln
Bainbridge Ln	Essington St	Rutherford Dr
Essington St	Bainbridge Ln	Binghamton Ln
Rutherford Dr	Carrington Ln	Bainbridge Ln
Rutherford Ct	Bainbridge Ln	End

EXHIBIT C

Request for Project Labor Agreement Waiver
Ordinance No. 2024-058
Chapter 16-416 Section 1(A)
Public Works Contracts and Project Labor Agreements

(A) For all public works projects, estimated in excess of $50,000, where public funds will be expended, the City of Bloomington shall require a project labor agreement **unless it has been determined that a project labor agreement would not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor force. and labor stability and the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers.** The terms of any project labor agreement shall not exceed the economic standards established by the Illinois Prevailing Wage Act, as from time to time amended, nor contain any requirement of union membership of any contractor's employees or fair share payments by contractor's employees. `

Project labor agreements shall not be required for contracts for private development between the city and developers involving private business development activities.

Specific reason(s) explained below for waiver request citing from the blue highlighted portion above from the Section 16-416 1(A) section of the Ordinance.

Donelson Construction respectfully requests a waiver from the requirement set forth in Ordinance No. 2024-058. The City's interests, as stated in paragraph (A) above, would not be met for the following reasons:

1. Donelson will fulfill the City's contract for the High-Pressure Slurry Seal Project (PressurePave) without the need for subcontract services. Therefore, the use of minority businesses is not possible for this project.

2. For this proposed project in 2026, Donelson will be able to complete the work in just 3 calendar days. In order to meet the ordinance goals of the City, new employees would have to be added just for this project. Our experience clearly indicates that the additional hiring of employees, especially local, for such a short period is neither practical for, nor desirable to those prospective employees.

3. The PressurePave System is unique to the asphalt industry and requires specific training in its handling, manufacturing, and installation. Most of Donelson's current employees have had years of training to be skilled in this art. New employees are required to work side-by-side with current employees for at least two weeks, or more, before sufficient training allows them to begin work independently in limited capacity. Again, with such a short period to fulfill a typical project with the City, the specific hiring of employees and prematurely pressing them into service would significantly raise costs, and as a result, unit pricing. Also affected, the efficiency, quality, safety, and timeliness of this project would likely be jeopardized.

4. The PressurePave System is a highly proprietary product and process. Each employee, and subcontractor when necessary, with Donelson is required to sign a legally binding confidentiality and non-compete agreement. It extends for a two-year period beyond an employee's last day of work. That agreement could negatively restrict the employee from future employment with other companies.

Requesting Contractor Firm Name: Donelson Construction Company, LLC

Address: 1075 Wise Hill Road
Clever, MO 65631

Telephone Number: 417-743-2694

Name & Title of Person Requesting: Michael J. Donelson
Managing Member

Signature:



Date: 4/6/2026

Waiver Process

Waiver must be included with the bid submission in OpenGov in Other Documentation under the Vendor Questionnaire Section. If the firm who is found to be the lowest responsive and responsible bidder has submitted a PLA Waiver Request, City Staff will include the waiver in the Council Memo for consideration. The City has the right to accept or reject the bid with the waiver. If rejected, the next lowest responsive and responsible bidder who agrees to the PLA may be awarded.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & # Donelson Construction Company, LLC. Vendor # 5734	Amount: $737,102.80	Date: 4/24/2026

Description of item/services: Application of High Pressure Slurry Seal to City streets in order to lengthen the lifespan of the road. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2027 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Donelson Construction Company, LLC.

Justification: Prior to widespread utilization of High Pressure Slurry Seal, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended pavement preservation treatment. In addition, High Pressure Slurry Seal is placed without dust and debris during the process and cures typically within a timely manner. Other products produce dust and debris during application as well as take longer to cure.

High Pressure Slurry Seal materials are proprietary and Donelson Construction Company, LLC is the sole source distributor I applicator for our region. Please see the attached sole distributor letter from Donelson Construction Company, LLC.

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) — Date: 4/24/26

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Carla Murillo
Digitally signed by Carla Murillo
DN: DC=org, DC=CityBlm, DC=ICD, OU=OPS, OU=Finance, OU=Users, CN=Carla Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2026.05.07 09:53:08-05'00'
Foxit PDF Editor Version: 2025.2.0

Name and Signature of Purchasing Agent or Designee — Date: May 7, 2026

Revised: 08/13/2019

DONELSON
Construction
Company,LLC

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

April 23, 2026

To Whom It May Concern,

Donelson Construction Co., LLC respectfully requests that the MAQS®-PressurePave Surfacing System be treated as a sole-source product for the following reasons:

1. Donelson Construction has invented a proprietary system, materials, and related equipment to uniquely improve the sealing ability of the MAQS® product line of wearing surfaces, known as PressurePave. The MAQS®-PressurePave Surfacing System is unique in the industry as it has the ability to install and co-cure two completely different products in one simultaneous application. (US Patent No. 9,879,387, US Patent No. 9,260,826, US Patent No. 12,275,849 and other patents pending)

2. The topical surface (MAQS®) Donelson has developed and installs is unique to the pavement preservation industry. A patent on this product was applied for and received approval, demonstrating the innovation and superior degree of performance it offers. (Patent No. US7,312,262B2).

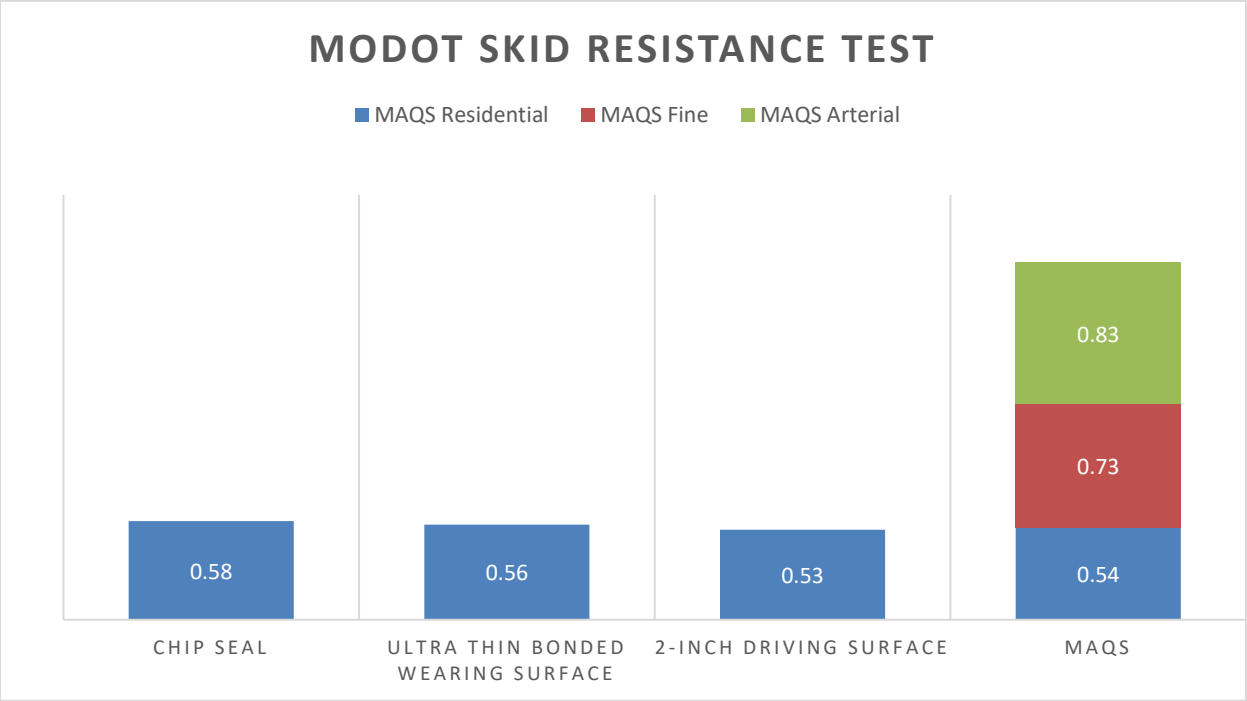
3. The MAQS® surface contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.

4. The gradation and combination of aggregate used by Donelson in the MAQS® surface is proprietary and can be outside of industry standards. Properties achieved are early and long-term surface toughness as well as superior, long-term pavement sealing effectiveness.

5. Use of limestone aggregate in slurry and micro-surfacing seals is commonly known in the industry as unacceptable due to poor wear characteristics resulting in breakdown of skid resistance. This patented aggregate blend produces the only proven safe slurry or micro-surfacing driving surface that uses limestone. This claim is proven through wet pavement skid resistance test results shown on the graph that follows.

The data was produced from testing under the supervision of the Missouri Highway and Transportation Department (MODOT). The new type of mobile equipment that is used for the test more accurately reflects the anti-lock brake systems found on today's modern vehicles. Pavement skid resistance is measured by a single numerical value, measuring from 0 to 1, with 1 being the best skid resistance. The value of 0.5 is known in the industry to be the minimum acceptable value for a safe driving surface.

The test results show that the MAQS® product can be uniquely designed to achieve a wide range of safe driving surfaces, ranging from the minimum, 0.50, to a highly impressive 0.83. Achieving these values, while at the same time providing the other performance characteristics described herein, makes this a highly unique surface treatment.



6. The aggregate, combined with a specific emulsion oil, produces an asphalt mixture with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results, both obtained from International Slurry Surfacing Association Test TB100. A "One Hour Soak Wet Track Test" and a "Six Day Soak Wet Track Test" are used to test a finished surface's adhesion and cohesion properties. In other words, these tests measure the amount of "raveling" or "shredding of stone" one may expect from the new surface. The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams/square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our product often tests at less than 25 grams/square foot for each.

7. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. Two components within the emulsion oil are produced and distributed exclusively to Donelson Construction Co. by Donelson Sealant Technologies. (DST- SCA set control agent and DST- Flex performance additive)

8. Donelson Construction has developed a proprietary product, and method to use the same, (MAQS®- Flex) as a large-scale crack sealer. Current industry standards do not have a material specification or method of placement that is comparable.

9. Donelson Construction has invented and patented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS®-PressurePave process. (US Patent No. 8,033,775B2)

10. Donelson Construction has invented a proprietary piece of equipment, a material dispersal device, which is used to uniformly apply and spread MAQS®-PressurePave material on the road surface. The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 9,260,826)

11. Donelson Construction has invented a proprietary piece of equipment, which is used to uniformly apply and spread MAQS®-PressurePave material on a curved road surface (i.e. cul-de-sacs). The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 11,060,248 B2)

In summary, Donelson Construction is clearly the only company that is able to manufacture and install these MAQS®-PressurePave products. Thank you in advance for your attention to this matter.

Sincerely,



Michael J. Donelson
Owner

Consent Agenda Item No. 7.H.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Waiving the Formal Bidding and Project Labor Requirements; and (2) Authorizing an Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year 2027 Pavement Preservation Reclamite Program, in the Amount of $140,012.20, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will waive the formal bidding and project labor requirements to enter into an agreement with Corrective Asphalt Materials, LLC ("CAM") for Fiscal Year ("FY") 2027 Pavement Preservation Reclamite Program. Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate.

This type of treatment is designed to preserve the good streets that do not yet require resurfacing. To get the maximum benefit from Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. Prior to the widespread utilization of Reclamite, City staff researched pavement preservation products and performed field-testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

The Reclamite Preservation Seal materials are proprietary, and CAM is the limited source distributor/applicator for our region. As such, the Reclamite project is not bid, and Staff are requesting a bid waiver. Attached are the limited source distributor letter from the vendor and the Limited Source Justification Form.

A contingency is included in the agreement and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The City passed Ordinance No. 2024-058 regarding Public Works Department contracts and Project Labor Agreements ("PLA") that went into effect September 1, 2024. This Ordinance is applicable to all Public Works projects in excess of $50,000 where public funds will be expended. PLA is required unless it has been determined that a PLA would not advance the City's interest of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability, or the City's policy to advance minority-owned or female-owned business, or business utilizing minority and female workers. Further, Section 16-416(1)(A) allows the City to waive the PLA requirement when it deems that a PLA "would not advance the City's interests of cost, efficiency, quality, safety, timeliness" etc.

CAM has existing Labor Agreement(s) with Chicagoland Associated General Contractors, Mason Contractors' Association of Greater Chicago, and Great Lakes Construction Association, which are labor organizations engaged in the construction industry who will provide workers with the required training and experience in the application of Reclamite. CAM has agreed to utilize local labor for any non-specialized labor required by the project.

Information about City streets is maintained in a Geographic Information System ("GIS") by the Engineering Department. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, www.bloomingtonstreets.com includes information about streets and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using Reclamite in FY 2027.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement with Corrective Asphalt Materials, LLC, for the above-mentioned Item, in the amount of $140,012.20. The project will be paid out of the Capital Asphalt & Concrete Fund-Street Construction & Improvements account (40120200-72530). A total of $150,000 was included in the FY 2027 Budget for this project. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 68, 70, 170, 226, 228, and 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit B - Map
4. Resolution - Exhibit C - Chicagoland Associated Labor Agreement
5. Limited Source Justification Corrective Asphalt
6. Sole Source Letter

RESOLUTION NO. 2026 - ____

A RESOLUTION (1) WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS; AND (2) AUTHORIZING AN AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, AS A LIMITED SOURCE, FOR THE FISCAL YEAR 2027 PAVEMENT PRESERVATION RECLAMITE PROGRAM, IN THE AMOUNT OF $140,012.20

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that an Agreement ("Exhibit A") with Corrective Asphalt Materials, LLC be approved for Fiscal Year ("FY") 2027 Pavement Preservation Reclamite Program, in the amount of $140,012.20 ("Purchase); and

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

WHEREAS, as part of the City's Pavement Preservation Reclamite Program, the Engineering Department is preparing to condition approximately 82,794 square yards of roadway to minimize deterioration of newly resurfaced pavement ("Project") as depicted in Exhibit B; and

WHEREAS, the Project includes work that has been routinely performed by the City using a product known as "Reclamite", a petroleum maltene-based rejuvenating compound; and

WHEREAS, Corrective Asphalt Materials, LLC ("CAM") specializes in applying Reclamite for the purpose of preserving and extending the life of existing roadways, and the City has been using this product for several years; and

WHEREAS, prior to the widespread use of Reclamite on City roadways, City engineers had researched pavement preservation products, including conducting field tests to compare Reclamite to a competing product; and

WHEREAS, the City's field testing found that Reclamite was the preferred product for multiple reasons, including durability and efficiency in that the product, when cured, does not obstruct existing pavement markings while other products require remarking the pavement; and

WHEREAS, staff found that the use of Reclamite is the most cost-effective and reasonable means of extending the life of recently resurfaced City streets; and

WHEREAS, because the method of application of Reclamite differs from other products, CAM employs a labor force specifically trained on, and familiar with, the equipment and process necessary to apply the product; and

WHEREAS, CAM has existing Labor Agreement(s) with Chicagoland Associated general Contractors, Mason Contractors' Association of Greater Chicago and Great Lakes Construction Association (Exhibit C), labor organizations engaged in the construction industry who will provide workers with the required training and experience in the application of reclamite; and

WHEREAS, CAM will employ all other labor on the Project that does not specifically require Reclamite-related specialized training and experience through local trade and labor organizations; and all other; and

WHEREAS, staff recommend that, for the reasons stated herein, Council approve the waiver of both the specific Project Labor Agreement requirements found in Section 16-416 and the technical bidding requirements found in Section 16-403 of the City Code, and approve an Agreement (Exhibit A) with Corrective Asphalt Materials, LLC for the FY 2027 Pavement Preservation Reclamite Program, in the amount of $140,012.20; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements for the Purchase and to approve the Agreement.

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 formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Corrective Asphalt Materials, LLC

FOR
FY 2027 Pavement Preservation Reclamite Program

THIS AGREEMENT, dated this ~~24th~~ day of ~~April~~ May, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Corrective Asphalt Materials, LLC (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:

Corrective Asphalt Materials, LLC
Attn: Rachel Lang
43W630 Wheeler Road
Sugar Grove, IL 60554
Rachel.Land@cammidwest.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: Eric J. Klopp
Its Operations Manager

By: Rebecca L. Kelly
Its Office Mgr

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 30 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2026. Please see attached documents for specifications and locations of work to be completed.

Corrective Asphalt Materials LLC has existing Labor Agreement(s) with Chicagoland Associated General Contractors, Mason Contractors' Association of Greater Chicago and Great Lakes Construction Association, labor organizations engaged in the construction industry who will provide workers with the required training and experience in the application of Reclamite. Corrective Asphalt Materials LLC will employ all other labor on the Project that does not specifically require Reclamite-related specialized training and experience through local trade and labor organizations; and all other.

The City Council has waived the Project Labor Agreement requirements of the City code based on the agreements listed above, and it is understood and agreed that all labor that does not require specific Reclamite training or experience will be hired though the Livingston & McLean Counties Building & Trades Council and its affiliated locals.

EXHIBIT B
COSTS/FEES

Rejuvenator – Reclamite

$1.30/SQ YD x 82,794 SQ YD = $107,632.20

Street Sweeping and Cleaning

$14,215

Street Sweeping and Cleaning - Additional Cleaning

$2,500.00

Resident Notification

$3,680.00

Off-Site Dumping of Sweepings

$1,985.00

Contingency

$10,000.00

TOTAL

$140,012.20

Payment for work shall be issued within 45 business days of completion and approval from the Engineer.

SPECIAL PROVISIONS

FY 2027 – PAVEMENT PRESERVATION RECLAMITE PROGRAM
City Project No. 50-01-53183-27-00

TABLE OF CONTENTS OF SPECIAL PROVISIONS

Note: This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

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SPECIAL PROVISIONS

FY 2026 – PAVEMENT PRESERVATION RECLAMITE PROGRAM
City Project 50-01-53183-27-00

This contract shall be administered, and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2026	IDOT
4	Supplemental Specifications	January 1, 2026	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
6	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
7	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
8	Manual on Uniform Traffic Control Devices (MUTCD)	December 2023 w/ 2024 Revisions	FHWA
9	Manual of Test Procedures of Materials	December 1, 2024	IDOT

Final clarification of any conflict shall be as directed by the City Engineer.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table).

DESCRIPTION OF WORK

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract**.**

CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

ADDITION OR DELETION OF STREETS & QUANTITIES

The City reserves the right to add or remove streets from the list and increase, decrease, add, or delete quantities and pay items in this contract. Any such additions may include an extension of time to the Contractor to complete the work.

PARTIAL PAYMENTS

Add the following after the first paragraph of Article 109.07(a) of the Standard

Specifications:

"The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments with a reduction in retention for the partial payments or without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price.

When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than $500.00."

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following after the first paragraph of Article 107.09:

Construction work shall be planned and executed to minimize inconvenience to residents and businesses regarding access to driveways and alleys. Prior notice of at least 48 hours shall be given to residents and businesses prior to removal of access to entrances, driveways, and alleys.

On-street-parking removal creates a hardship for residents and businesses. The contractor shall plan and execute the work to be done so that on street parking

removal is no more than a total of twenty-four (24) hours in one area. Parking removal time span starts twenty-four (24) hours after installation of “no parking” signs and ends when the signs have been removed after the treatment has been placed and cured.

Pedestrian access shall be maintained in each direction (east/west and north/south) at each intersection.

PROSECUTION & PROGRESS

The Contractor's attention is called to Section 108 of the IDOT Standard Specifications which applies to this contract.

The contractor shall designate one individual as the Project Superintendent for this job. This person shall be responsible for the entire project. The name and contact information for the Project Superintendent shall be supplied at the Pre-construction Meeting.

PROJECT COMPLETION DATE PLUS WORKING DAYS

All major items of work shall be completed on or before **September 30, 2026**. After **September 30, 2026,** the Contractor shall be allowed **ten (10) working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All reclamite operations shall be complete by September 30, 2025, and all travel lanes shall be open to traffic by that date.

The attention of the CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time. Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by September 30, 2026.

ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.
2. The manufacturer’s certification that the material proposed for use is in compliance with these specification requirements.
3. Current Material Safety Data Sheet (MSDS) for the material.
4. Previous use documentation and test data conclusively demonstrating that the product has been used successfully for a period of at least two years by government agencies such as Cities, Counties, or DOT’s.
5. List at least three (3) projects completed using the product with dates, number of square yards treated along with the name and contact information of the manager in charge of each project.

6. Testing data from at least three (3) projects showing that the product has been proven to perform, as required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

APPROVAL OF PROPOSED USE AREAS

Add the following to the requirements of Article 107.22:

"The Contractor shall be responsible for restoring the approved use area to its original state prior to vacating the area. Restoration of the use area to its original state is the sole responsibility of the Contractor and will come at no cost to the City."

"The Contractor shall be responsible for obtaining proposed use areas. Proposed areas shall not be supplied by the City nor will the proposed areas be City property."

MATERIAL SPECIFICATIONS: REJUVINATOR – RECLAMITE

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

ASPHALT REJUVENATOR SPECIFICATIONS

	Test Method	Requirements	
Property	ASTM	Min.	Max.
Viscosity @ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod)[3]	60	65
Miscibility Test	D244 (Mod.)[2]	Pass	
Sieve Test, w%	D244 (Mod.)[1]	-	0.1
Particle Charge Test	D244	Positive	
Tests on Distillation Residue: Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00

Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

1. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.
2. Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating

50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

MATERIAL PERFORMANCE: REJUVINATOR – RECLAMITE

The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agents and in-depth sealers. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8”). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

APPLICATION TEMPERATURE & WEATHER LIMITATIONS: REJUVINATOR – RECLAMITE

The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 50 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application.

HANDLING OF EMULSION MATERIALS

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the emulsified asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

APPLICATION EQUIPMENT

The distributor for spreading the emulsion shall be self- propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

APPLICATION OF REJUVINATOR – RECLAMITE

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer.

Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer.

Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor’s expense.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

STREET SWEEPING AND CLEANING

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor. In addition, this item includes sweeping and cleaning of all sand or other material that was applied to the streets, and other impervious surfaces as applicable, during sanding operations.

Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING.

STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING

This item includes sweeping and cleaning of streets that are identified by the Engineer to need additional cleaning after sweeping has been performed. This work may include the use of a power blower or a hand sweeper to remove debris which may not be able to be cleaned using the street sweeper.

This item will be paid for at the contract unit price of STREET SWEEPING AND CLEANING - ADDITIONAL CLEANING.

OFF-SITE DUMPING OF SWEEPINGS

The contractor shall be responsible for obtaining a dump site and disposal of the debris collected from STREET SWEEPING AND CLEANING and STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING. A City of Bloomington-owned dump site will not be available for this material.

This item will be paid for at the contract unit price of OFF-SITE DUMPING OF SWEEPINGS.

RESIDENT NOTIFICATION

This item includes public notification of the upcoming construction activities. Notification to consist of placing approximately 12 to 15 informational boxes on barricades adjacent streets where activities will be performed and as directed by the Engineer. In addition, all residential, commercial, and public properties adjacent to impacted streets shall receive an informational sheet (hand delivered) outlining the forthcoming activities and information related to the product. Handouts to be at each information box location, hand delivered to each property adjacent the work locations, as well as on vehicles parked along the streets. The City will prepare and reproduce the informational sheet to be utilized by the Contractor. Notification to be performed five (5) business days prior to Reclamite activities.

General location maps for the notification areas are provided in the contract. Some streets have specific address highlighted in which notification is to be given only to these addresses. If no specific addresses are given, all adjacent properties shall be given notification.

This item will be paid for at the contract unit price of RESIDENT NOTIFICATION.

TRAFFIC CONTROL & SAFETY

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be

maintained during the application. The Contractor shall be responsible for all traffic control and signing required to allow safe travel. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is in place.

Traffic Control shall be maintained throughout the project in accordance with the various City, State and Federal regulations and agreements attached hereto.

The procedures and guidelines set forth in Chapter 6 of "Traffic Controls for Highway Construction and Maintenance Operations" of the Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Local vehicular and pedestrian traffic shall be maintained throughout the project in accordance with the latest version of these Standards 701306, 701501, 701502, 701601, 701602, 701606, 701701, 701801, and 701901, which are included in this Contract.

Per Article 105.03(b), the City reserves the right to determine and notify the Contractor of any traffic control deficiency. Upon notification of deficiency, the Contractor shall correct the deficiency within a specified time not to exceed 12 hours. Upon failure to correct the deficiency, a daily monetary deduction will be imposed for each calendar day or fraction thereof that the deficiency exists. The daily monetary deduction will be $2,500.00.

The Contractor shall notify the City Engineer of an impending street closure prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

The City shall be responsible for the placement of “No Parking” signs, and vehicle relocation throughout the project. Contractor shall give the City a sequence of work schedule seventy-two (72) hours prior to start of work to ensure proper installation of signs.

The work shall include all material, equipment, and labor to complete the item and shall be incidental to the contract.

CONTENGENCY

The contingency item(s) included in the bid shall be used for investigative work or unforeseen issues which may arise during the project. All contingency items shall be at the City’s sole discretion. Work shall not proceed until authorized by the City in writing. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

The City shall also have the option to contract any and all contingency work with a different contractor should it choose to.

The CONTINGENCY work is to be agreed upon by the Contractor and the Engineer as to scope and methods. Payments to the contractor for CONTINGENCY work shall be in accordance with Article 109.04, “Payment for Extra Work”, of the Standard Specs, except Article 109.04(B)(4) shall be changed to the following:

“Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed and be in good operating condition. For such equipment, the Contractor will be paid as follows.

Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins.

The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

All prices shall be agreed to in writing before the equipment is used.

Any additional traffic control or bypass pumping required to perform the work will be paid separately on a time and material basis from the CONTINGENCY lump sum line item.

For CONTINGENCY work, a maximum of one hour of mobilization time will be allowed for each additional piece of equipment used at the project site per the following: The hour includes both mobilization and demobilization (half hour for each). Mobilization for equipment brought under its own power will be paid at the equipment rate. Mobilization for equipment transported by trailer or special vehicle will be paid at the truck-trailer combination or special vehicle rates only (not the equipment). A special vehicle includes a truck or van with a lift gate or similar loading device. One mobilization will be paid for multiple pieces of equipment transported on the same trailer or special vehicle at the same time. Mobilization time will be paid once for a multi-day project. Mobilization will

not be paid for equipment that is brought to the project site but not used or for equipment already onsite for work on other pay items. Mobilization of small equipment, such as a cut-off saw, plate compactor or vibrator, which can be transported in a pickup truck or van will not be paid. The maximum one-hour mobilization time also applies to the Operating Engineer operating the equipment under its own power or Truck Driver operating a truck-trailer or special vehicle hauling equipment. Mobilization time will not be
paid for any other labor trade or personnel. Travel time for both labor and equipment between small projects that are completed during the same day will be compensated at the labor rate for each trade and at the equipment rate for equipment transported under its own power and at the truck-trailer or special vehicle rate for equipment that is hauled. Stand-by time for equipment, labor, trucks, trailers or special vehicles will not be paid. Unless otherwise authorized, only one pickup truck per project will be measured for payment."

The "MAINTENANCE AND REPAIR TIME & MATERIALS REPORT" included in the proposal packet shall be used to track all work performed under the CONTINGENCY line item and shall be agreed upon and signed by the Contractor and Engineer or his Representative at the end of each workday. The Contractor shall submit invoices to City for all CONTINGENCY work within 45 days. Invoices submitted which do not include a signed report form will not be paid. Changes to a completed and signed report form will not be allowed without prior approval from the Engineer.

BASIS OF PAYMENT

Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for REJUVENATOR - RECLAMITE per square yard.

Street Sweeping and Cleaning prior and following to application of the Rejuvenator – Reclamite will be paid for at the contract unit price for STREET SWEEPING AND CLEANING per lump sum.

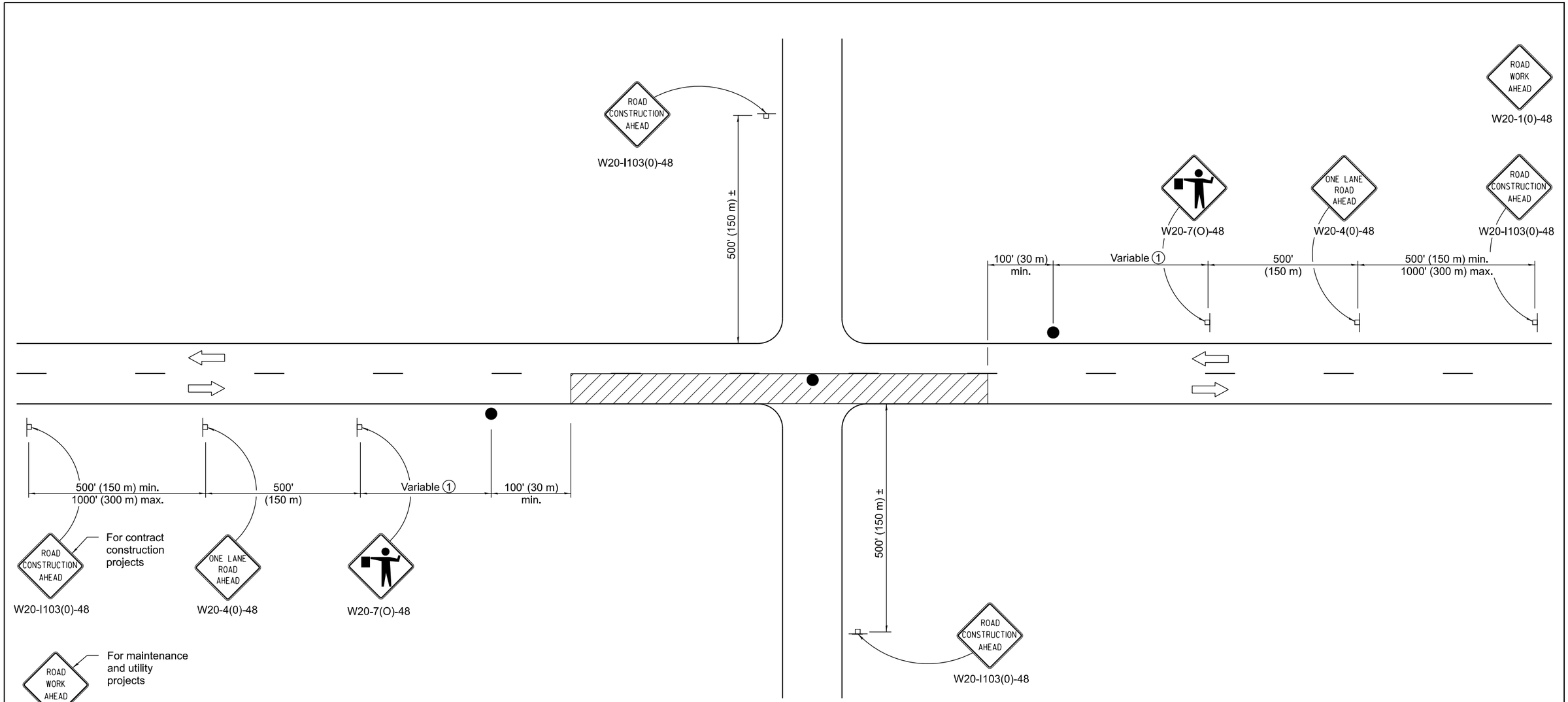
Street Sweeping and Cleaning – Additional Cleaning will be paid for at the contract unit price for STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING per lump sum.

Debris and aggregate from sweepings will be paid for at the contract unit price for OFF-SITE DUMPING OF SWEEPINGS per lump sum.

Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. Work not indicated for payment in this section will not be paid separately but shall be considered incidental to the contract.

*** END OF SPECIAL PROVISIONS ***



TYPICAL APPLICATIONS

Bituminous resurfacing
Milling operations
Utility operations
Shoulder operations

SYMBOLS

Work area

Sign on portable or permanent support

Flagger with traffic control sign

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed ½ the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than ½ mph (1 km/h) and less than 4 mph (6 km/h).

When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2018
ENGINEER OF SAFETY PROG. AND ENGINEERING

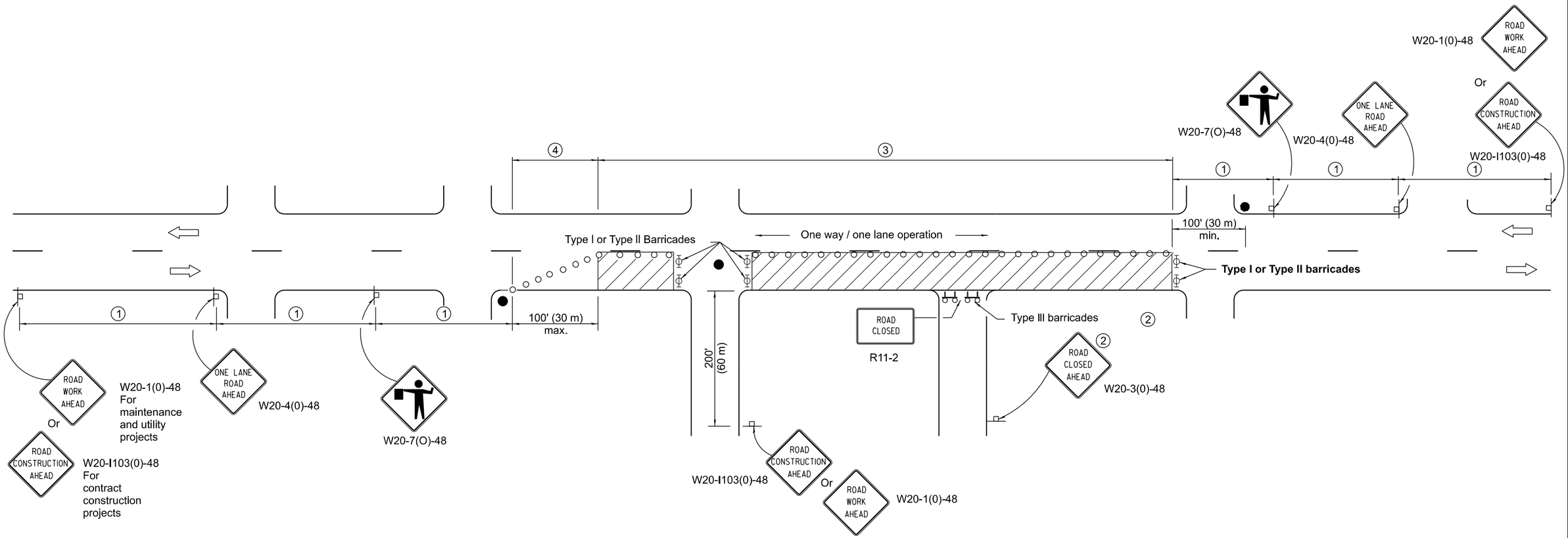
APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-18	Revised lower speed limit for operation to ½ mph.
1-1-11	Revised flagger sign.

LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH

STANDARD 701306-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

(1) Refer to SIGN SPACING TABLE for distances.

(2) For approved sideroad closures.

(3) Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used. the interval between devices may be doubled.

(4) Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

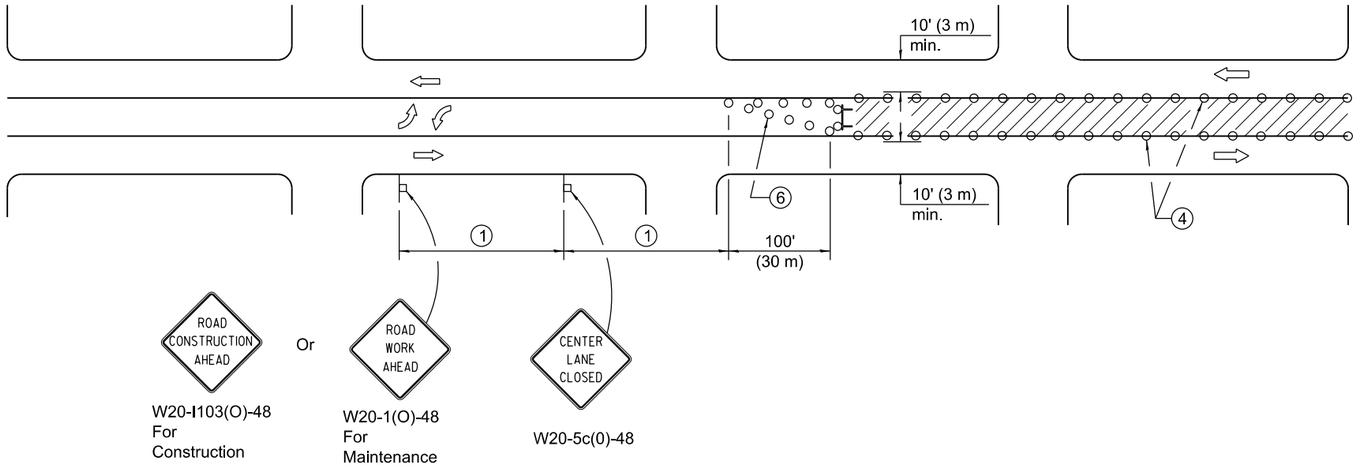
APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block.
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

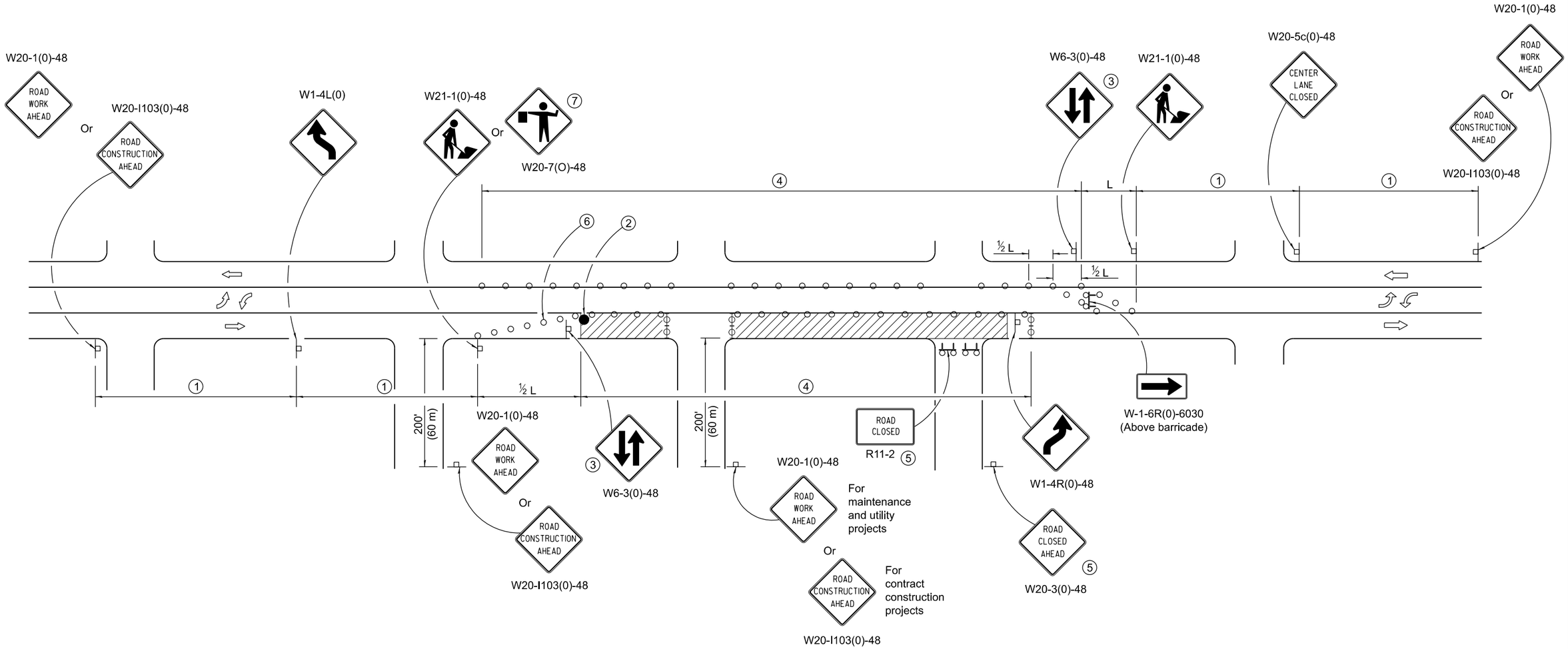
ISSUED 1-1-01

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for TWO WAY
	TRAFFIC sign for CASE II.

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

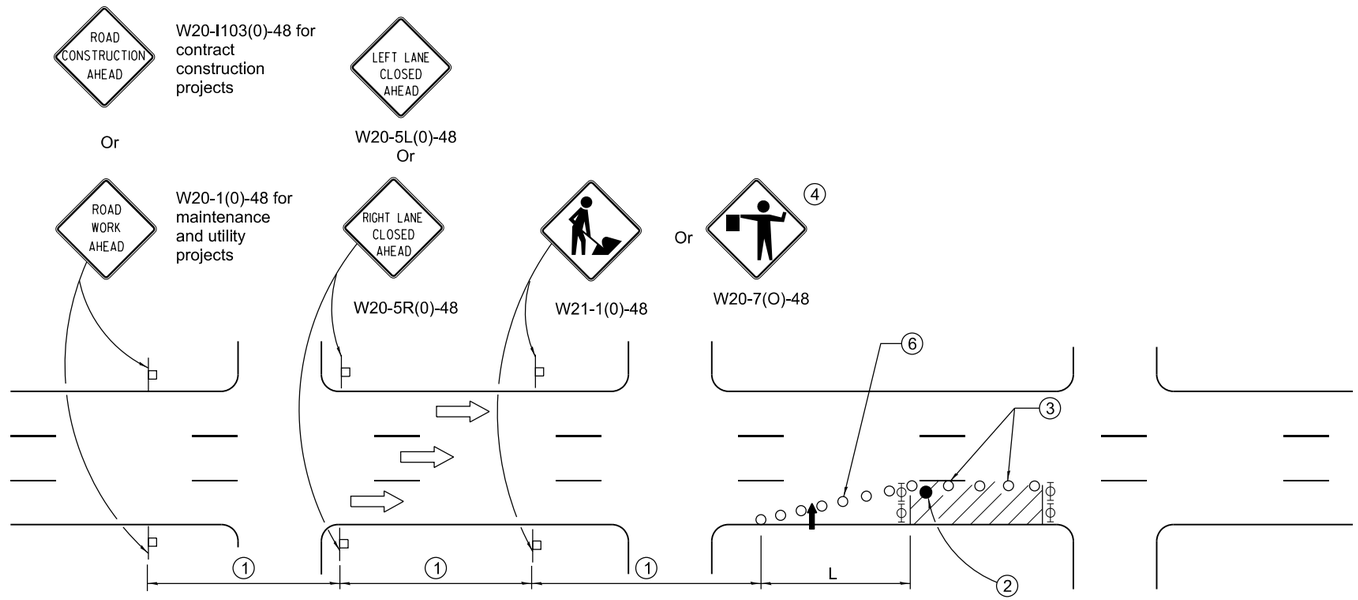
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 2)

STANDARD 701502-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 MPH
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
4. Use flagger sign only when flagger is present.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas.

Calculate L as follows:

SPEED LIMIT

	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

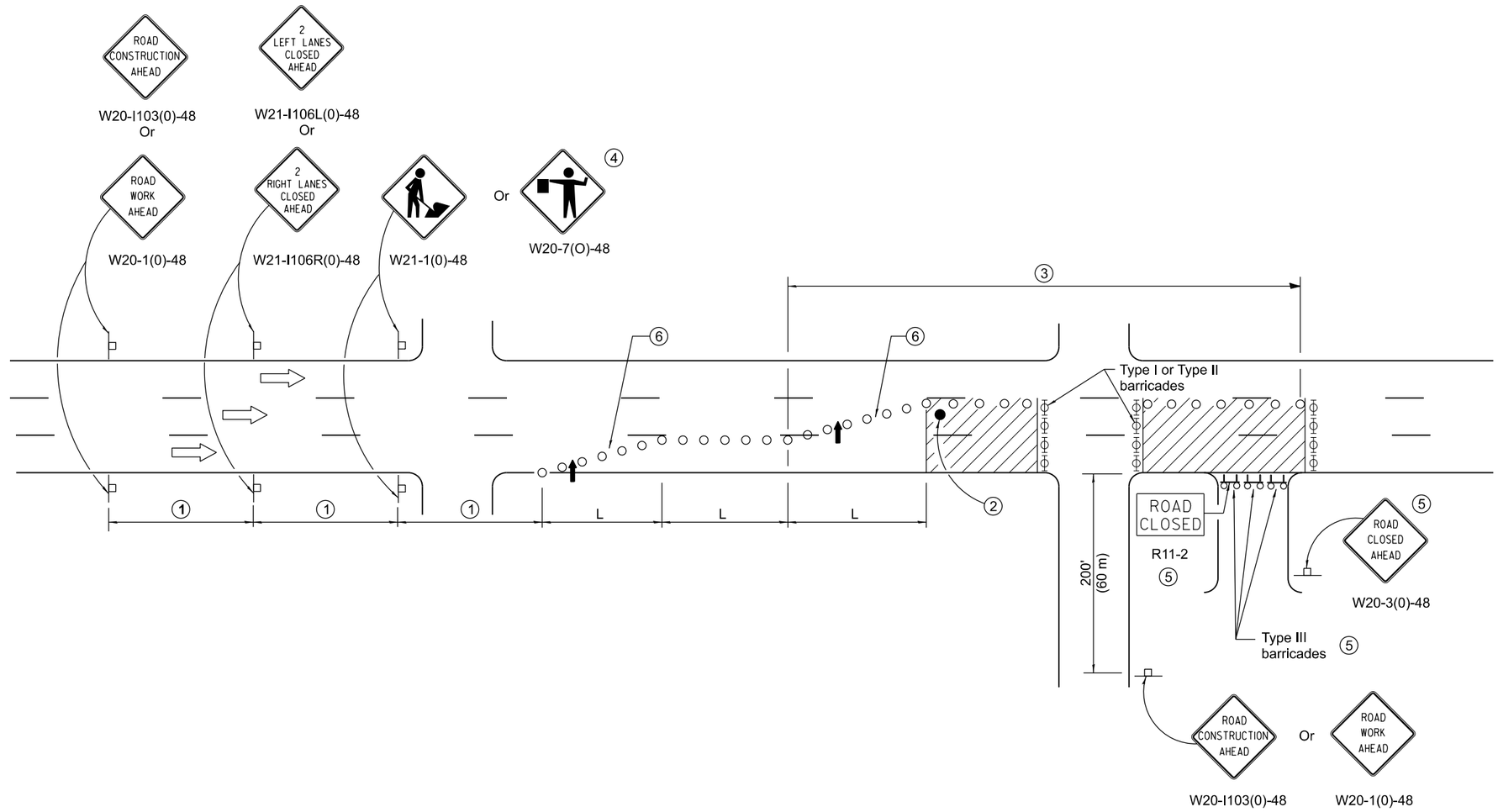
ISSUED 1-1-97

DATE	REVISIONS
1-1-14	Revised workers sign number to
	agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701601-09



Illinois Department of Transportation

APPROVED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

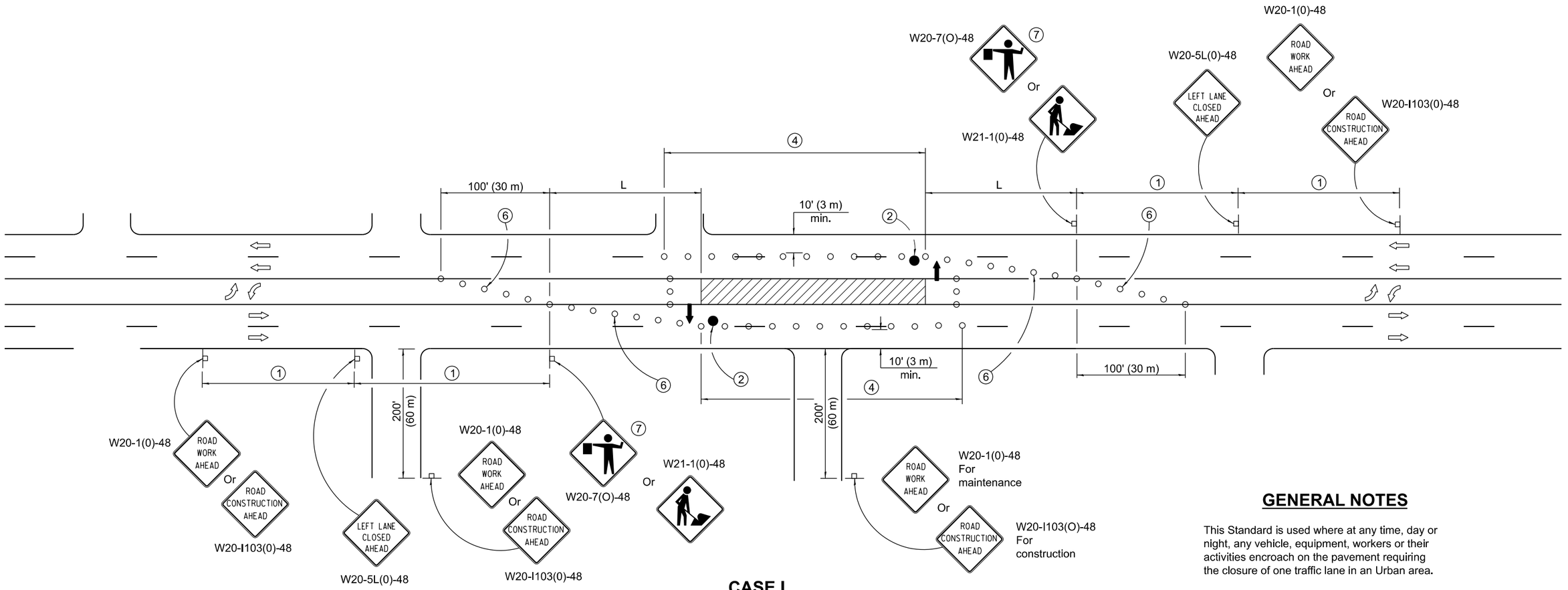
APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 2 of 2)

STANDARD 701601-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Work area
- Barricade or drum with steady burning mondirectional light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

CASE I

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block, repeat every 1 mile (1.6 km).
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

If the work operation is performed between 9:00 a.m. and 3:00 p.m. and does not exceed 15 min. Traffic protection shall be as shown for Standard 701426.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

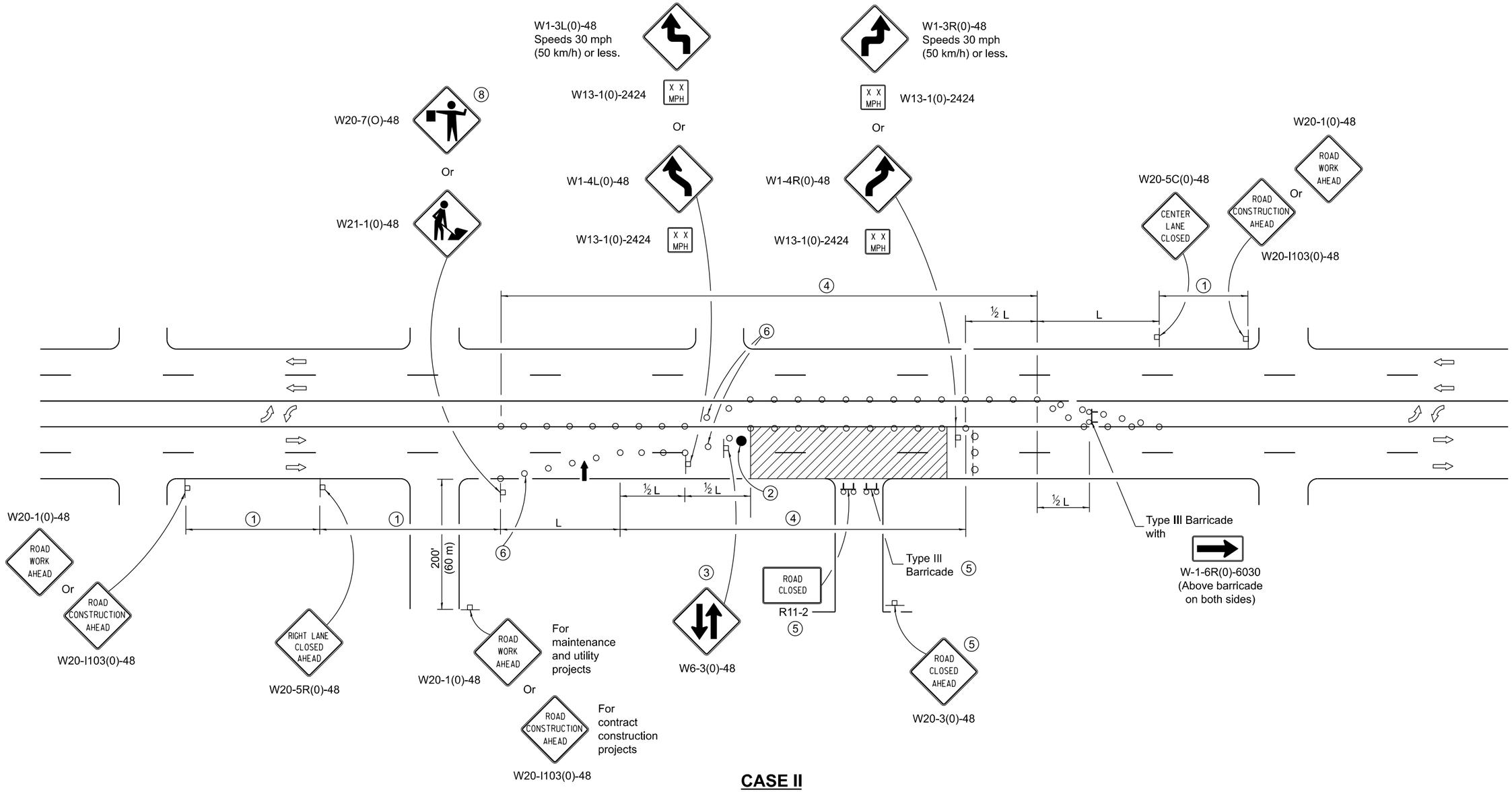
ISSUED 1-1-13

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Moved arrow boards into closed
	lanes for CASE I.

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 4)

STANDARD 701602-10



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

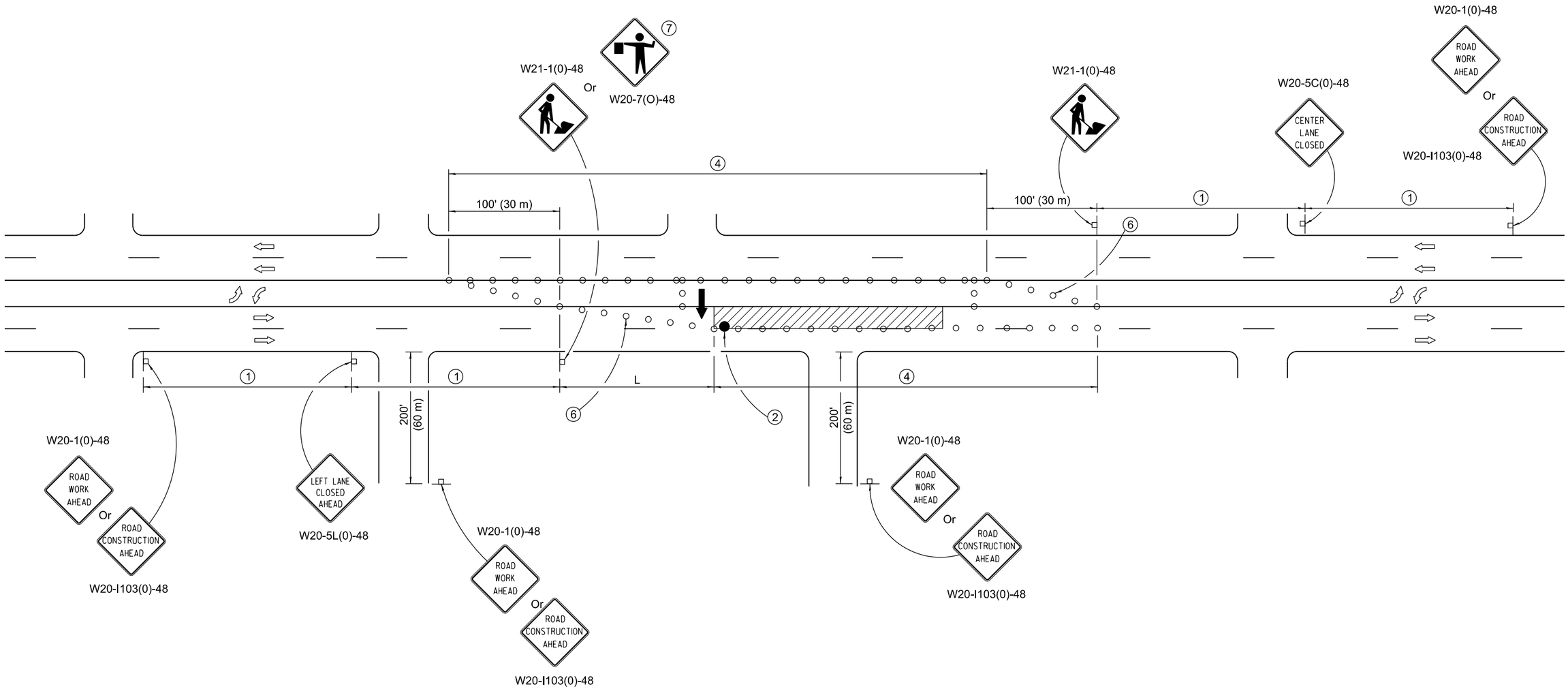
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 4)

STANDARD 701602-10



CASE III

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

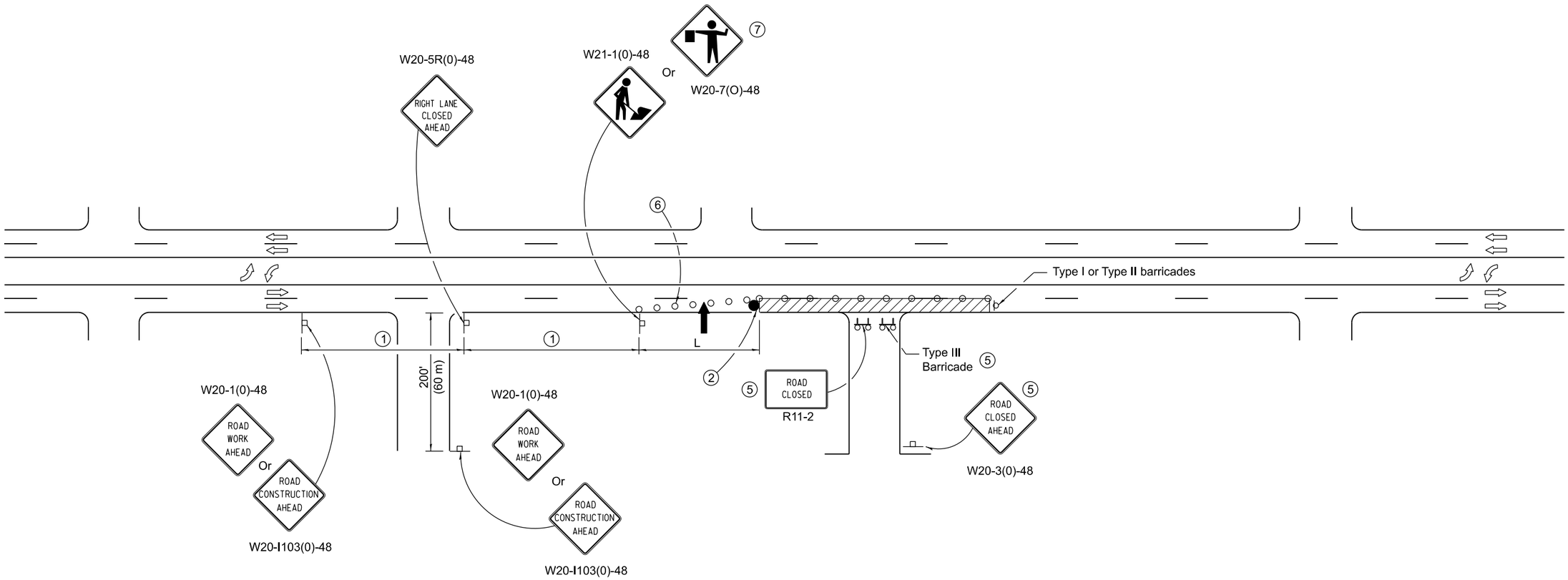
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 3 of 4)

STANDARD 701602-10



CASE IV

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

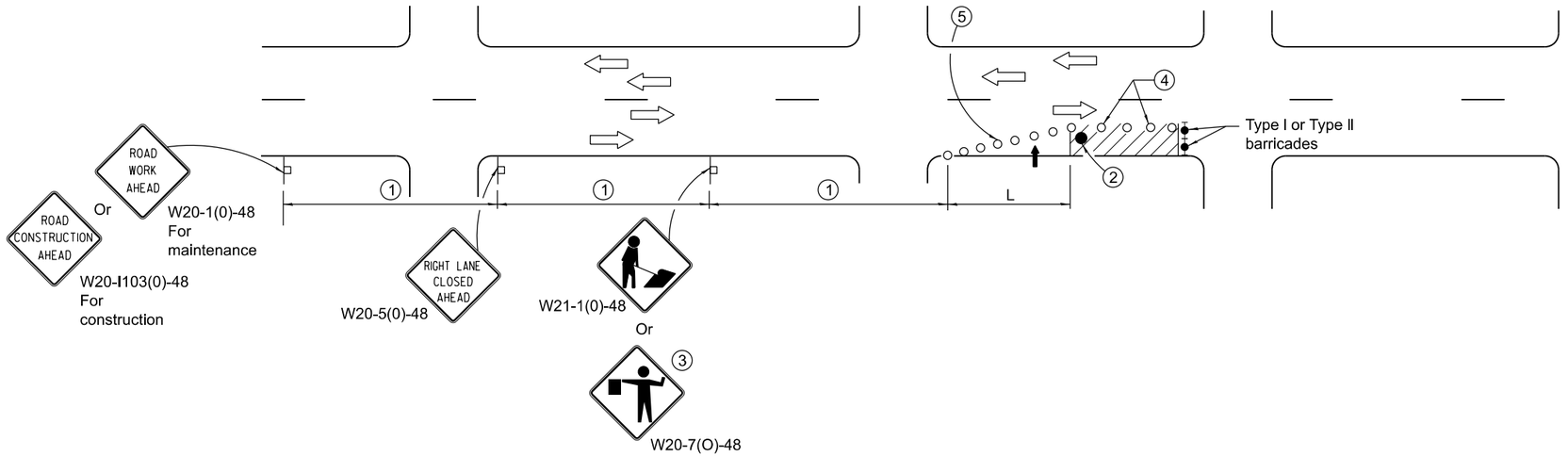
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 4 of 4)

STANDARD 701602-10



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph.
3. Use flagger sign only when flagger is present.
4. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
5. Cones, drums or barricades at 20' (6 m) centers in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT

	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF SAFETY ENGINEERING

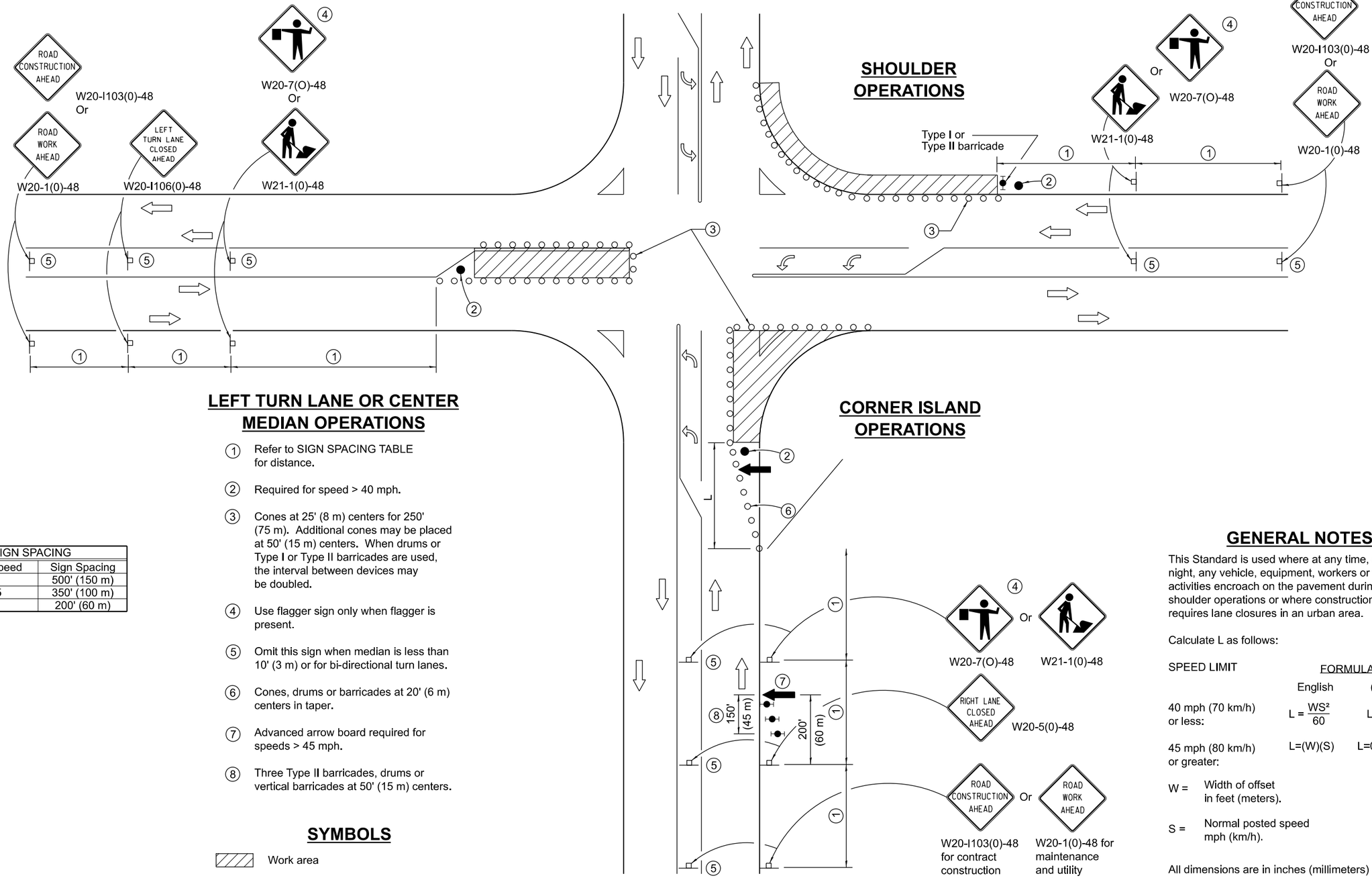
APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-15	Renamed standard. Moved case on
	Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to
	agree with current MUTCD.

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

(1) Refer to SIGN SPACING TABLE for distance.

(2) Required for speed > 40 mph.

(3) Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

(4) Use flagger sign only when flagger is present.

(5) Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.

(6) Cones, drums or barricades at 20' (6 m) centers in taper.

(7) Advanced arrow board required for speeds > 45 mph.

(8) Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

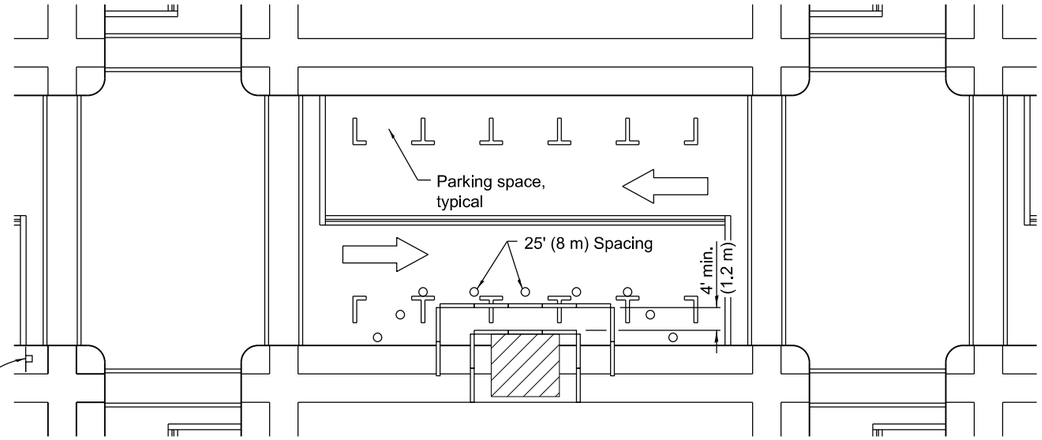
APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Corrected sign number for LEFT
	TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board
	upstream from taper. Revised
	workers sign number.

URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-10



① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

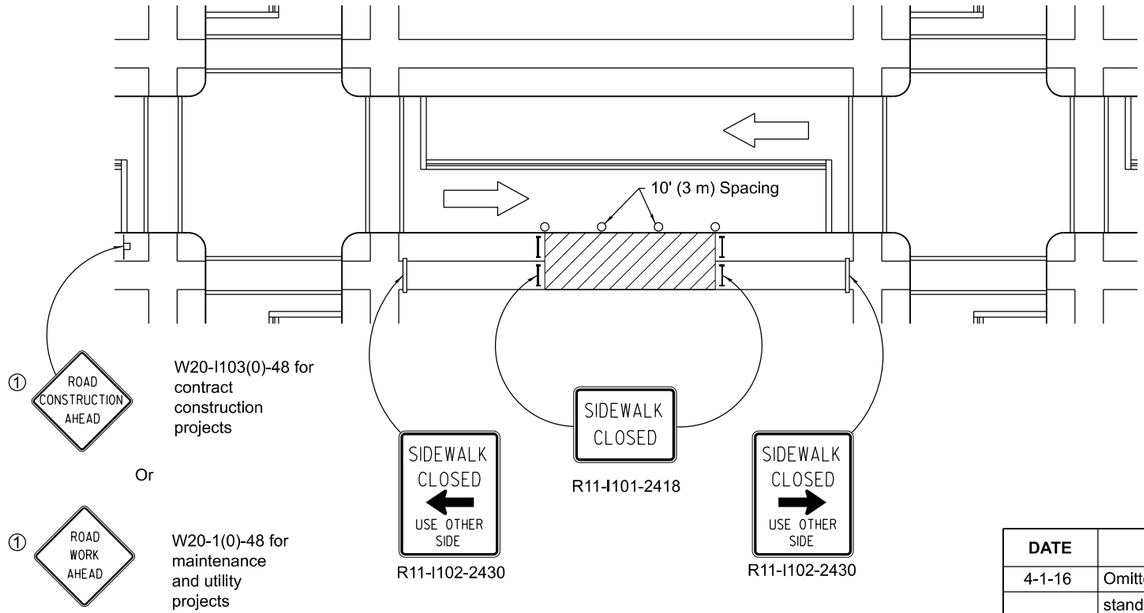
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



① ROAD CONSTRUCTION AHEAD — W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD — W20-1(0)-48 for maintenance and utility projects

R11-I101-2418

R11-I102-2430

R11-I102-2430

SIDEWALK CLOSURE

Illinois Department of Transportation

APPROVED January 1, 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

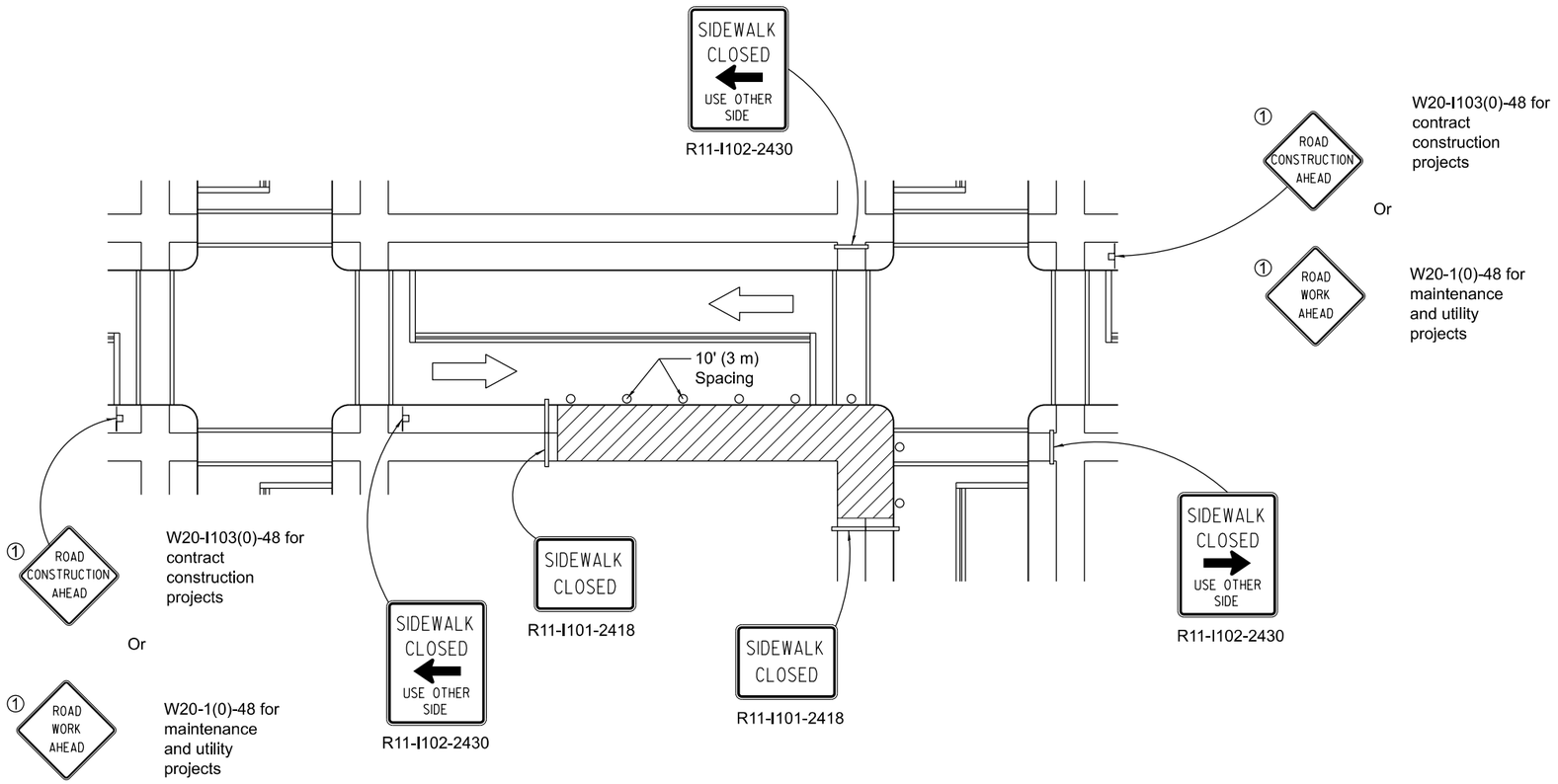
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Omitted orange safety fence from
	standard as this is covered in
	the standard spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views.
	Renamed Standard.

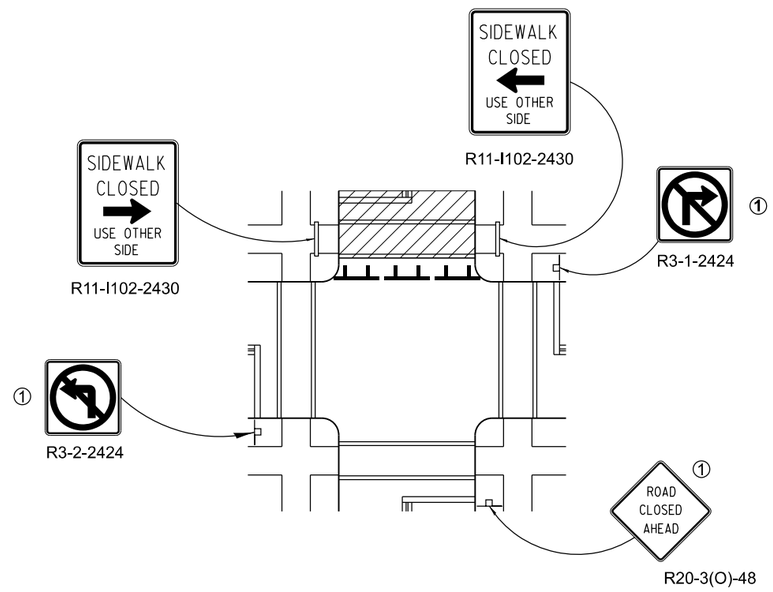
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation

APPROVED January 1, 2016
ENGINEER OF SAFETY ENGINEERING

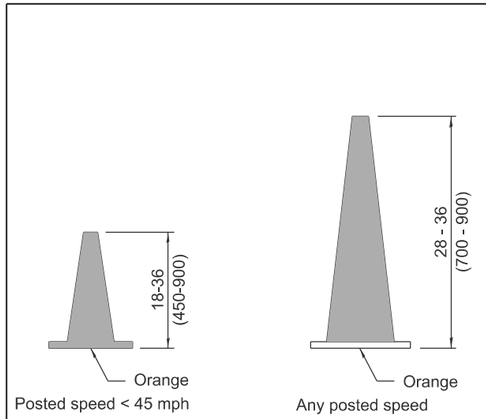
APPROVED January 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

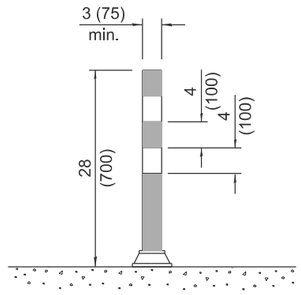
STANDARD 701801-06



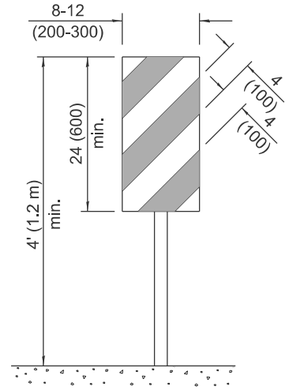
DAYTIME USE

DAY OR NIGHTTIME USE

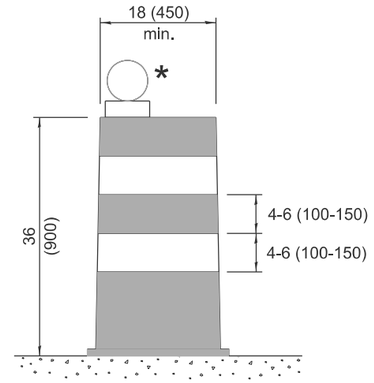
CONES



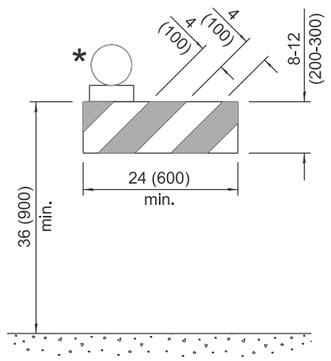
TUBULAR MARKER



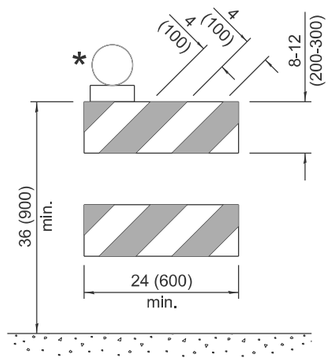
VERTICAL PANEL
POST MOUNTED



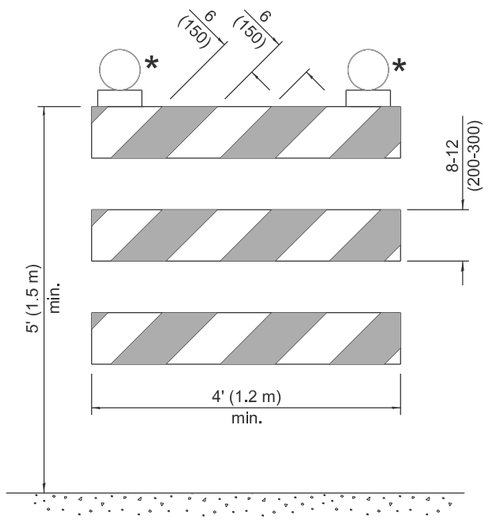
DRUM



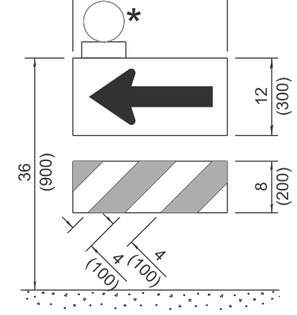
TYPE I BARRICADE



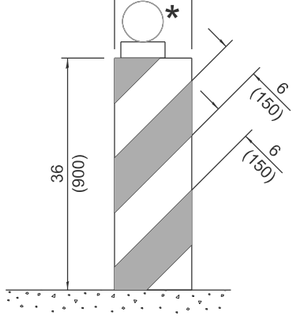
TYPE II BARRICADE



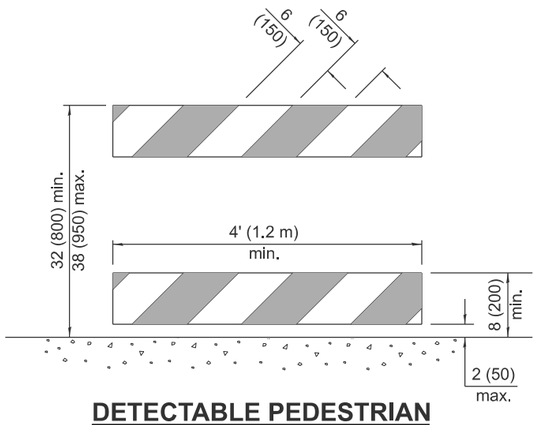
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

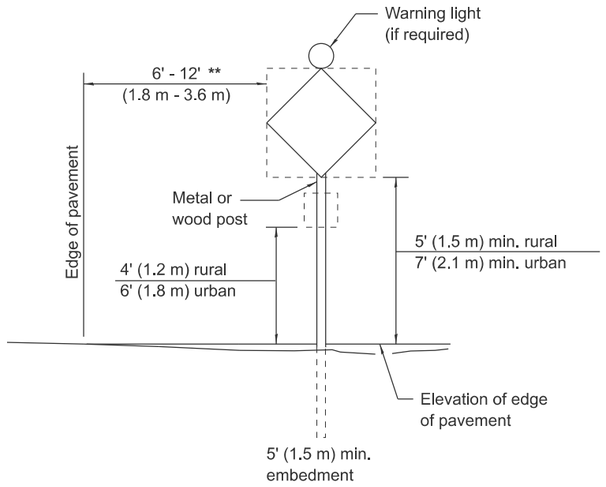
ISSUED 1-1-13

DATE	REVISIONS
1-1-26	Updated Detectable Pedstrian
	Channelizing Barricade (sht. 1) &
	Temporary Rumble Strips
	details (sht. 3)
1-1-25	Updated Temporary Rumble
	Strip Detail (sht. 3).

TRAFFIC CONTROL DEVICES

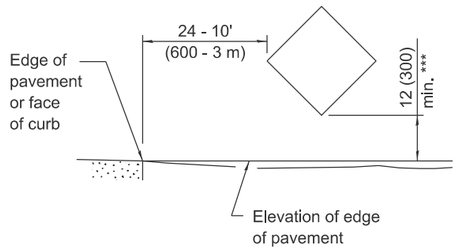
(Sheet 1 of 3)

STANDARD 701901-11



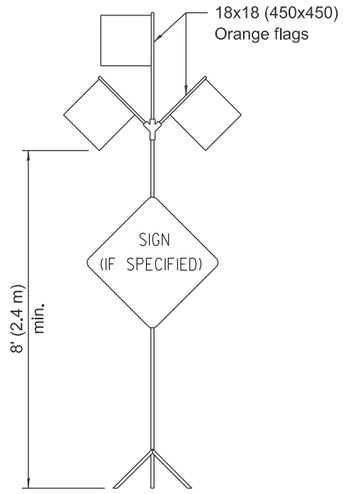
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



G20-I104(0)-6036



G20-I105(0)-6024

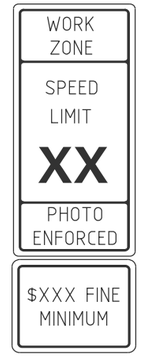
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



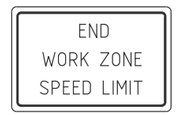
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

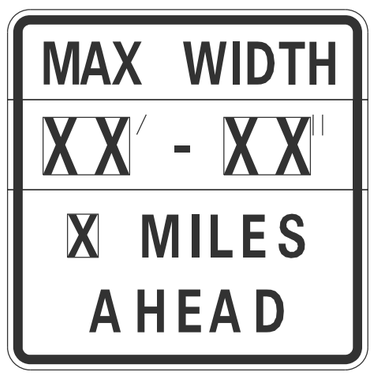


G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

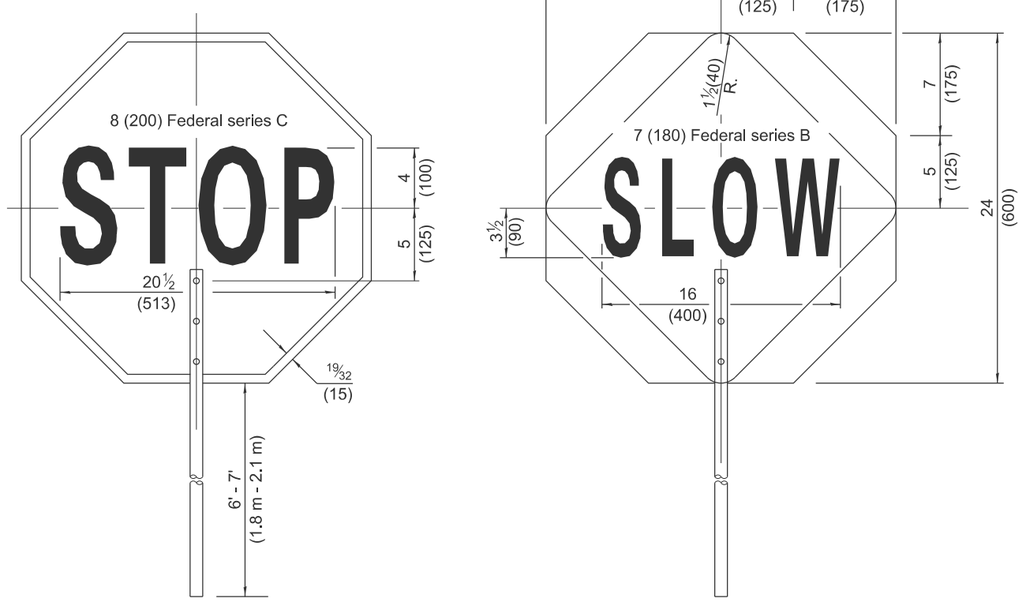
**** R10-I108p shall only be used along roadways under the juristiction of the State.



W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

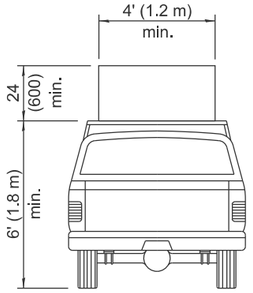
APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

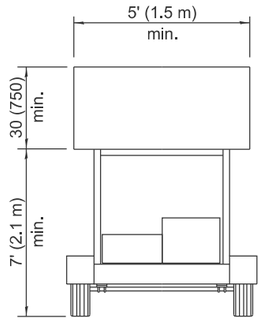
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

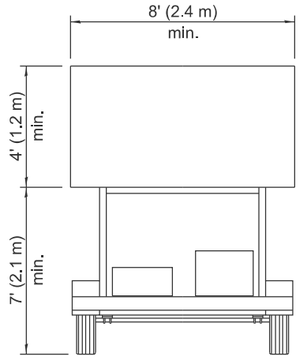
STANDARD 701901-11



TYPE A ROOF MOUNTED

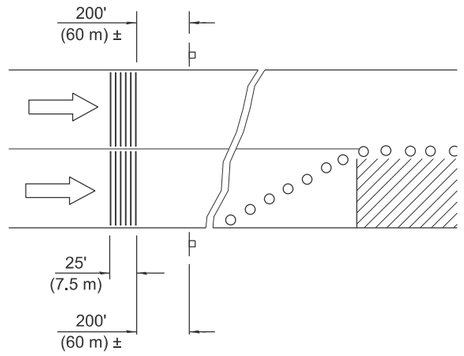


TYPE B ROOF OR TRAILER MOUNTED

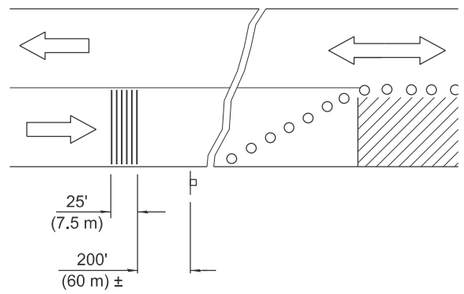


TYPE C TRAILER MOUNTED

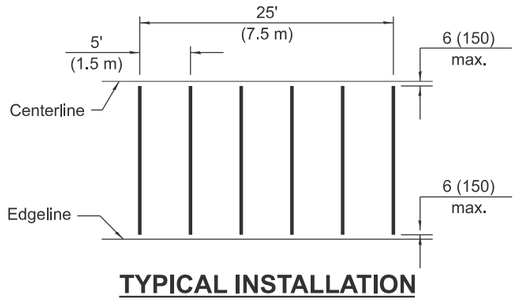
ARROW BOARDS



MULTI-LANE HIGHWAYS

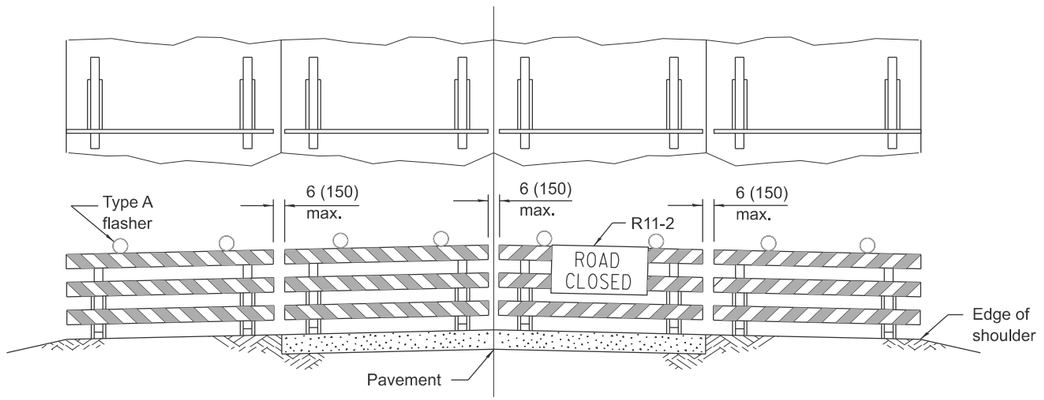


TWO-LANE HIGHWAYS



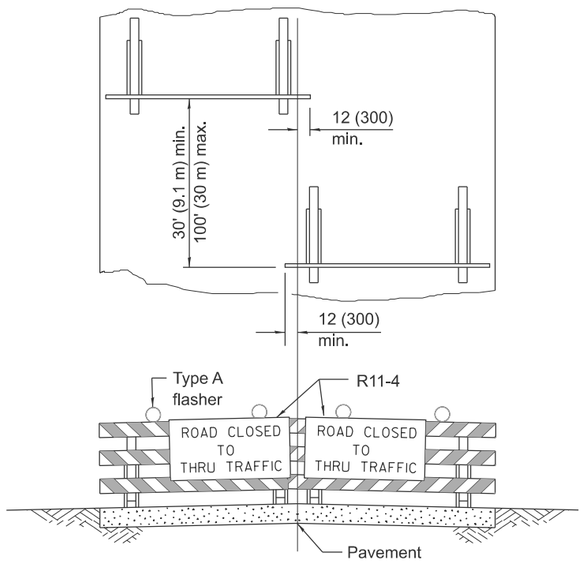
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

Illinois Department of Transportation

APPROVED January 1, 2026
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2026
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-11

EXHIBIT B

City of Bloomington Illinois
Public Works Department

FY27 Reclamite Program

0 5,000 10,000
Feet

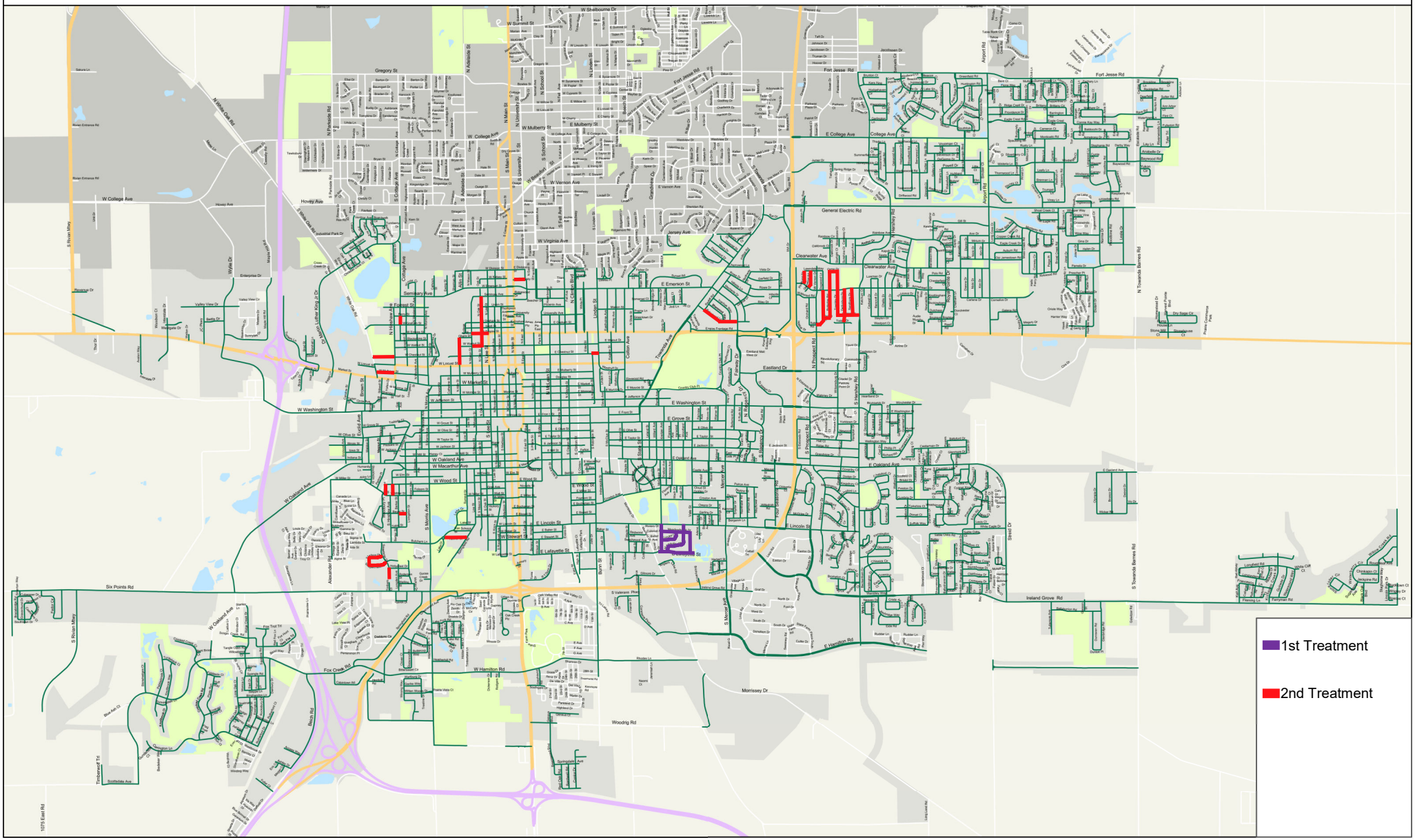


EXHIBIT C

JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

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JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

ILLINOIS ROAD BUILDERS' ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AGREEMENT

ROAD BUILDING AGREEMENT and Working Rules entered into this 1st day of June, 2021, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois by and between the ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION, represented by the MID- AMERICA REGIONAL BARGAINING ASSOCIATION, Associates who are parties signatory hereto, and the present and future members of such Association who have designated the Association as their bargaining representative, together with such other Employers signatory to this Agreement, hereinafter called the "Employer," and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated Local Union Nos. 1, 2, 4, 5, 6, 68, 75, 76, 152, 225, 582 and 1035 hereinafter called "Union," covering Street Paving and Grade Separation Work in all its branches, shall remain in full force and effect until 11:59 p.m. on May 31, 2026. Nothing in this Agreement restricts the

areas where Laborers may work within the Union's geographic jurisdiction.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty (60) days prior to May 31, 2026 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

The Employer shall pay the scale of wages herein agreed upon and give these Employers the Union conditions stipulated in this Agreement.

Article I
EQUAL OPPORTUNITY

The parties agree that Employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his", or "man" is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman", respectively.

Article II
SUBCONTRACTING

Paragraph 1. On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under

Paragraph 1), then the contractor shall be relieved of any liability under this Paragraph 1.

Paragraph 2. The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

Paragraph 3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentice and Training Trust Fund as provided in Article V, Paragraphs 2-4 inclusive, and Article XV of this Agreement.

Article III
HOURS AND OVERTIME

When one shift is used, eight (8) hours per day, between 7:00 a.m. and 3:30 p.m. from Monday through Friday, inclusive, shall constitute the normal work day and straight time shall be paid. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the

same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council web portal.

On Monday through Friday, the first eight (8) hours' work shall be paid at straight time, the next four (4) hours at time and one-half, and double time thereafter. At the option of the Employer, the starting time for the day, (or the first) shift can be flexible. It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective. On emergency work performed on Saturdays, rates on single shift work shall be time and one-half for the first ten (10) hours worked, and thereafter double time shall be paid until 8:00 a.m., Monday; however, under no conditions shall more than ten (10) hours be worked at the rate of time and one-half.

During the period between April 1 and November 30, no more than once per calendar month, one designated Saturday may be used as a make-up day due to inclement weather at straight time while tending masons; provided, however, that after forty (40) hours have been worked, time and one-half will be paid. Contractors utilizing this provision shall notify the Union in writing, by no later than 4:00 p.m. on the Friday preceding the make-up day, on a form provided by the Union, specifying the date and location of the make-up work to be performed and the employees so working. An Employer who violates this section shall pay as a penalty double time for all hours worked.

An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half).

Article IV
HOLIDAYS

Except to protect life or property, there shall be no work performed on Sunday or on the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days when such holidays are celebrated, and all hours worked shall be paid for at the double time rate.

When a holiday falls on Monday through Friday, make up day on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Article V
WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2021 to and including May 31, 2026, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of $2.45 per hour effective June 1, 2021 to May 31, 2022, $2.50 per hour total economic increase effective June 1, 2022 to May 31, 2023, $2.55 per hour total economic increase effective June 1, 2023 to May 31, 2024, $2.60 per hour total economic increase effective June 1, 2024 to May 31, 2025, and $2.65 per hour total economic increase effective June 1, 2025 to May 31, 2026.

The total economic increase shall be allocated between wages and fringe benefits and other funds by the Union in its sole discretion, except that the Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation. The foregoing allocations may include allocations to LECET and LDC/LMCC.

For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to

be established, up to a maximum of thirty cents ($0.30) per hour over the term of the Agreement (up to twelve cents ($0.12) in the first year and up to eighteen cents ($0.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

CLASSIFICATION	**6/1/21**	**6/1/22**	**6/1/23**	**6/1/24**	**6/1/25**
Laborers and Helpers	$45.90	$2.50*	$2.55*	$2.60*	$2.65*
Rakers and Lutemen	46.175				
Machine-Screwmen	46.175				
Asphalt Tampers and Smoothers	46.175				
Kettlemen	46.175				
Mixermen	46.175				
Drum-Men	46.175				
Jackhammermen (Asphalt)	46.175				
Paintmen	46.175				
Mitre Box Spreaders	46.175				
Laborers on Birch, Overman and Similar Spreader Equipment	46.175				
Laborers on Apsco	46.175				
Laborers on Air Compressors	46.175				
Material Expeditor (Asphalt Plant Laborers)	45.90				
Paving Form Setters	46.175				
Jackhammerman (Concrete)	46.175				

*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)

Power Drive Concrete Saws,
Other Power Equipment . . . 46.175

Cement Gun Nozzle (Laborers)
Gunite 46.05

Cement Gun Laborers 45.975

Street Paving, Grade Separation,
Sidewalk Curb and Gutter
Strippers and all Other
Laborers 45.90

General Foreman of Laborers 47.475

Superintendent 47.475

Foremen of Laborers 47.05

Asphalt Foreman 47.05

Cut-Out Foreman 47.05

Street Repair Foreman 47.05

Material Testing Laborer I
(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II
(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	. . . . . $27.54
Apprentices (2nd 6 months)	70% of base rate	. . . . . $32.13
Apprentices (3rd 6 months)	80% of base rate	. . . . . $36.72
Apprentices (4th 6 months)	90% of base rate	. . . . . $41.31
Apprentices (after 24 months)	100% of base rate	. . . . . $45.90

Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay.

Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not mandate electronic banking as a condition of employment. Elec-

tronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular payday and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours' pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

Dosimeter Use. A premium of One ($1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Power Pac. When a Laborer uses a power driven piece of equipment he shall be paid the rate of pay of the tool at the end of the power pac.

Liquidated Damages. Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of

Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents ($16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents ($16.55) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1)

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 2B. WESTCHESTER PENSION FUND. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021 the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents ($14.71) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This

fourteen dollars and seventy-one cents ($14.71) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Fund, as provided herein, shall for the

purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VII.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, had underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago & Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of contributing Employers within the Association's membership. A contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare

contributions of fourteen dollars and thirty-six cents ($14.36) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents ($14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Laborers' Health and Welfare Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as

provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for nonpayment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either

directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents ($16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents ($16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the

Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and rea-

sonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4.RECIPROCITY. The parties agree that, whenever contributions are made on behalf of any Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home funds shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for all hours worked by any laborer or for any person employed by the Employer doing labor or construction work as herein above defined in Article XII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5 SECTION 415 EXCESS BENEFIT FUND. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the

Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Paragraph 6 CHICAGOLAND LABORERS' VACATION FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusteed vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 7 CHICAGOLAND LABORERS' ANNUITY FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusteed defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article V of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraphs 2 and 3 of Article V hereof.

Paragraph 9. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contribution rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus $55 per night for meals and incidental expenses of the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. SPECIAL RULES FOR BONDING. An Employer that is owned or managed in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addi-

tion to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

Article VI
BONDING TO GUARANTEE WAGE PAYMENTS AND WELFARE AND PENSION CONTRIBUTIONS

Paragraph 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of $5,000.00, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Paragraph 2. If the Employer employs between seven (7) and ten (10) Laborers, the surety bond shall be increased to $15,000. If the Employer employs between eleven (11) and twenty (20) Laborers, the surety bond shall be increased to $25,000. If the Employer employs twenty-one (21) to forty (40) Laborers, the surety bond shall be increased to $35,000. If the Employer employs forty-one (41) or more Laborers, the surety bond shall be increased to $45,000.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which

bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

(a) Formation of Partnerships;

(b) Termination of business;

(c) Change of name commonly used in business operation;

(d) Change in form of business organization;

(e) Incorporation of business;

(f) Dissolution of corporation;

(g) Name and business organization of successor; and

(h) Admission to or withdrawal from any association operating as a multi-employer bargaining unit.

Paragraph 5. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only

from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two (2) day notice period.

Article VII
CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the gross payroll earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employees. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. The Union will submit to the Employer a written statement of respective amount of initiation fees and Union dues due the Union. The Employer will then deduct said amounts from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted.

Paragraph 4. Deductions shall be remitted to the Union or to a designated appointee of the Employer promptly, and the Local Union shall acknowledge receipt of the money. The Employer shall furnish the Union with a record of those for whom deductions have been made, the amount of the deductions, and a list of absentees.

Paragraph 5. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 6. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 7. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance o/r underpayment of dues by an Employer.

Paragraph 8. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

Article VIII
INDUSTRY FUNDS

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter some-

times referred to as the "Industry Fund"), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents ($0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), the amount of seven cents ($0.07) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC"), the amount of seventeen cents ($0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall contribute one cent ($0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation ("CISCO"), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of these Industry Fund(s) should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Paragraph 4. For the period June 1, 2021 to May 31, 2026 each Employer shall contribute one cent ($0.01) per hour for each hour worked by its Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

Article IX
STEWARDS

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

a) The Job Steward shall be a working Laborer;

b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;

c) In selecting a Steward, preference shall be given to the Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward, the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and

d) The Union shall have the right to replace any Steward at any time.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences or disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

Paragraph 4. Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regular designated Steward if he is competent to do the work required, or if he cannot work, he will call the Business Manager, and the Business Manager will designate someone on this job to act as Steward.

Article X
SHIFT WORK

When necessary from Monday through Friday, the Employer shall have the right to work his Employees in consecutive shifts of eight (8) hours for straight time, with one-half (½) hour for lunch during the shift which must

be paid for, and not less than, the established overtime rates for all hours worked over eight (8) hours each day. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half (7½) hours, and it shall be a violation of this Agreement if an Employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive, in addition to the eight (8) hours' pay as provided in this Section, one (1) hours' pay at the applicable premium rate.

Multiple shift work on Saturday shall start after 11:59 p.m. on Friday and not more than eight (8) hours will be worked at the rate of time and one-half during any one shift, and double time shall apply for all hours over and above eight (8) hours worked, until 8:00 a.m. Monday.

All hours worked on Sundays and Holidays, or on days when Holidays are celebrated, shall be paid at the double-time rate.

When less than three (3) shifts are worked, from Monday through Friday, during each day, the lunch period must be provided, but not paid for, and all established overtime rates must be complied with.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Article XI
PAYDAY

It is hereby agreed that the Employee shall be paid on the job and before quitting time on the regular payday of each weekly period. When a Laborer is discharged, he shall be paid in full and also, if he is laid off and demands his pay, except when the layoff is caused by bad weather or lack of material being furnished by others. Such wages

due may be paid in person or placed in the mail on the same day of discharge or layoff at the option of Employer.

When a Laborer quits on his own accord, he shall receive his pay at the next regular payday. Payment may be made by check. In the event the Employer pays by check, he shall provide reasonable facilities for cashing same. Time checks payable by the Employer shall be considered valid, providing the Laborer be allowed two (2) hours traveling time. Such traveling time shall be added to the time check by the person issuing the same. If the Laborer is obliged to remain and wait before receiving his check, he shall be allowed regular wages for such waiting time.

Where the Employer orders Employees to work and said Employees are compelled to wait upon the job, they shall be paid regular wages for such waiting time, provided they remain on the job. Any Employee reporting for work upon order expressed or implied by the Employer and not put to work for any reason except weather conditions, fire or accident, shall receive four (4) hours' pay. When Employer sends Employees from one job to another during working hours, regular wages shall be paid for such travel time. Single time shall be paid for moving equipment, except on Sunday and holidays, when double time rates shall be paid. The Union reserves the right to strike at any time for wages which are overdue or underpaid, as well as for any violation of this Agreement.

On General Election Days, the individual employed in this trade shall be allowed, not to exceed two (2) hours' time without pay, for the purpose of voting.

Article XII
BRANCHES OF WORK

Paragraph 1. The classification of Employees covered by this Agreement doing the work falling within jurisdiction of this Union shall be used in performing all common labor at the building or site, in connection with masonry and carpentry or such other work as may be directed by the Employer, his foreman or agent.

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for them.

Paragraph 4. The Employer shall furnish any necessary protective medication, such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 5. On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

Paragraph 6. Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

Paragraph 7. In any instance where a Machine replaces only the work of Laborers, said Machine shall be operated by a Laborer if so determined by the Employer.

Paragraph 8. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 9. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly abide by

such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Paragraph 9A. BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons, concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofings; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work, tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris, signalman and handling of such materials for construction as directed by the Employer; building in centering for fire proofing; gunite work in handling of cement gun nozzle, when gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with the new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials. The coverage of this agreement, in referring to the type of work hereunder, includes in addition to all other types of construction, the construction and alteration and maintenance over track work in property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by Employer and the handling of all materials, or appliances in any trade where it will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material, and all other materials to such mechanic, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, including bobcats, and uniloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamanders, heaters or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, wash- down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping applies where the Employer elects to assign such work to Laborers.

Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials.

Safety and deck monitoring.

Scaffolds: Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Excavations and Foundation-Site Preparation and Clearance For Transportation and Transmission Lines. Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off- bear-

ers, lumber handlers and all Laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil tests, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same; all GPS equipment and lasers, and grade checking.

Concrete, Bituminous Concrete and Aggregates. (a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the clearing of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the hoses and pots or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings, Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or

bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Lagging for bridge decks, if the Employer elects to assign this work to Laborers.

Concrete and Asphalt Testing and Quality Control. All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article II).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and

distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers. Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levies, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels or shafts. The cutting, drilling and installation of material used for timbering, or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multi-plate, liner plate, rings, mesh, mats or forms for any tunnel or shaft including the setting of rods for same. Pouring, pumps-creting or guniting of concrete in any tunnel or shaft operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Excavation or digging and grading of footings and foundations for bridges, overpasses, under- passes, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Compressed Air. In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction

including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men; concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car punches, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunite, nozzlemen, gunmen, reboundmen and all other work connected therewith.

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Inspection, Maintenance and Repair of Underground Utilities and Sewers. All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

Underpinning, Lagging, Bracing, Propping and Shoring. Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual and hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signalmen. Signalmen on all construction work defined herein, including traffic control signal- men at construction site.

General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Factories. All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pig- ment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture. All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multicraft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

General. Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, parks, sports area and all recreational center Employees, utilities Employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

Pits, Yards, Quarries, Etc. All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

Wrecking. The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junkyards in connection with

cutting, cleaning, storing, stockpiling or handling of materials. All clean-up removal of debris, burning, backfilling and landscaping of the site of wrecked structures.

Railroad Track Work. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of main line, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the party of the first part, and the handling of all materials or appliances in any trade where it will be more economical to have the work performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Paragraph 10. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation

shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 11. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 11(a). WRECKING COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 12. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of a sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and future negotiation by the parties hereto.

Article XIII
UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment for the duration of this agreement.

Good standing shall mean payment of the initiation fees and working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union.

Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing as a condition of employment for the duration of this Agreement.

Article XIV
REPORTING FOR WORK

Paragraph 1. If any Employee of the Employer shows up in the morning for work and is not put to work for any reason whatsoever, he shall receive at least two (2) hours' pay.

Weather conditions shall be an exception to the requirement for "show up" on reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site.

If any Employee of the Employer works any time in excess of four (4) hours after the starting time of any day, and he does not finish the day at work through no fault of his own, he shall receive eight (8) hours' pay.

The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day. In the event such injured Laborer is permitted to continue working by the doc-

tor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Article XV
TRAINING AND APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents ($0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees who are covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Paragraph 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months:. . . . 60% of journeyman (base) wages
2nd six (6) months: . . . 70% of journeyman (base) wages
3rd six (6) months: . . . 80% of journeyman (base) wages
4th six (6) months: . . . 90% of journeyman (base) wages
After twenty-four
(24) months:. . . . . 100% of journeyman (base) wages

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to jobsites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the

JATC for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 7. MANDATORY APPRENTICESHIP. Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.

2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

Article XVI
SETTLEMENT OF DISPUTES

Paragraph 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representa-

tives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Paragraph 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects

to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

Paragraph 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Paragraph 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance

must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three years if so determined for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

Article XVII
ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as Addendum.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory Employers to comply with such procedures, provided prior written notification is given to the District Council.

Article XVIII
PRE-JOB CONFERENCES

If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

ARTICLE XIX
KEY MAN

The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

ARTICLE XX
ACCESS TO PREMISES

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

ARTICLE XXI
PUBLIC HEALTH EMERGENCIES

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

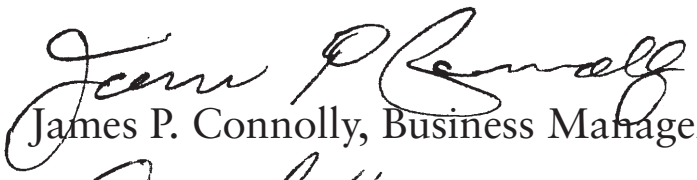
ARTICLE XXII
APPROVAL

Paragraph 1. EMPLOYERS' WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 2. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Associations shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Associations and that individual executions are not required for this Agreement to be binding on such Contractors.

Paragraph 3. SAVINGS CLAUSE. Any provision contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof; it being intended that the other provisions of this Contract shall not be affected thereby.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY



By: James P. Connolly, Business Manager



By: Charles LoVerde III, Secretary-Treasurer

ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION

BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION



By: Seth Gudeman, Chairman

ADDENDUM

CONSTRUCTION INDUSTRY SERVICE CORPORATION JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its Employees.

II. Definitions

a. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

c. Employee - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. Accident - Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.

e. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

a. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. Rules - All Employees must report to work in a physical condition that will enable them to perform their jobs in a save and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. Discipline - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate reassignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

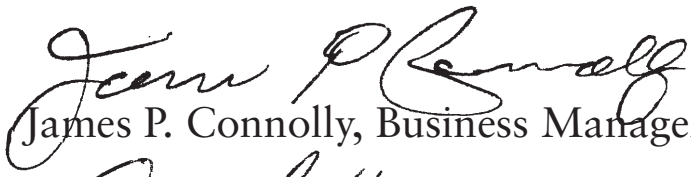
WORK RULES COMMITTEE

The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY



By: James P. Connolly, Business Manager



By: Charles LoVerde III, Secretary-Treasurer

ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION

BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION



By: Seth Gudeman, Chairman

Side Letter #1

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

Side Letter #2

This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: *"Revise language to state "each hour worked by all Employees <u>who are</u> covered by this Agreement..... ""*

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to "buy" benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers' work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.

NOTES

NOTES

JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

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JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 2021, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS, the MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO, and the GREAT LAKES CONSTRUCTION ASSOCIATION represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, hereinafter referred to as EMPLOYER, and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated local Unions, hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. on May 31, 2026.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty days prior to May 31, 2026 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

ARTICLE I
EQUAL OPPORTUNITY

The parties agree that Employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his", or "man" is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman", respectively.

ARTICLE II
HOURS AND OVERTIME

Paragraph 1. A single shift, eight (8) hours per day, between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, shall constitute the normal workday and straight time shall be paid.

On Monday through Friday, the first eight (8) hours' work shall be paid at straight time, the next four (4) hours at time and one-half, and double time thereafter.

On Saturdays, time and one-half will be paid for the first ten (10) hours worked and double time thereafter. On Sundays, all hours are to paid at the rate of double time until the start of the Monday shift.

Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has

failed to comply with a JCG or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

Paragraph 2. Starting times may be adjusted by the Employer, upon notice to and clearance by the Union, from 6:00 a.m. to 9:00 a.m. at straight time.

Double time will be paid for all hours worked before 6:00 a.m. unless multiple shifts are working.

It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective.

Paragraph 3. During the period between April 1 and November 30, no more than once per calendar month, one designated Saturday may be used as a make-up day, due to inclement weather, at straight time while tending masons; provided, however, that after forty (40) hours have been worked, time and one-half will be paid. Contractors utilizing this provision shall notify the Union in writing, by no later than 4:00 pm on the Friday preceding the make-up day, on a form provided by the Union, specifying the date and location of the make-up work to be performed and the employees so working. An Employer who violates this section shall pay as a penalty double time for all hours worked.

Paragraph 4. When one-night shift is used to perform emergency work which cannot be done during the normal work day, such work shall be paid for at time and one-half for the first eight (8) hours, and double time thereafter.

Paragraph 5. When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place, between the Business Manager with jurisdiction over the worksite and the Employer, and permission is granted by the Union. Contractors utilizing the provision shall notify the Union by requesting the pre-job conference on the form provided by the Union.

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All Employees working under this provision shall receive eight (8) hours pay for seven (7) hours worked. Laborers working through lunch on this shift shall be compensated one (1) additional hour of pay in addition to pay for all hours worked. Any and all work in excess of seven (7) hours under this provision shall be paid at the rate of double time. An Employer who violates this section shall pay, as a penalty, double time for all hours worked. Where the adjusted shift runs less than three (3) consecutive days, Laborers shall be paid in accordance with Paragraph 4 (Emergency Work).

An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half).

ARTICLE III
MULTIPLE SHIFTS

Paragraph 1. When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Paragraph 2. On Multiple Shift arrangements, the work week shall start at 12 o'clock midnight Sunday, and

continue until 11:59 p.m. Friday. In no event shall the regular working hours of different shifts overlap.

Paragraph 3. When three (3) eight (8) hour shifts are used, the employees shall receive eight (8) hours' pay for seven and one-half (7½) hours worked; which shall include one-half (½) hour for eating within the (7½) hours.

It shall be a violation of this Agreement if an Employee does not receive eight (8) hours' pay. Employees who work seven and one-half (7½) hours on a shift without receiving one-half (½) hour lunch shall receive, in addition to the eight (8) hours' pay, one (1) hours' pay at time and one-half.

Paragraph 4. When two twelve (12) hour shifts are used, an eating period of one-half (½) hour shall be allowed within each shift without deductions in pay, and all time in excess of eight (8) hours shall be paid at the overtime rates, that is to say, the two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter.

Employees who work one of two (2) twelve (12) hour shifts without receiving a one-half (½) hour lunch shall receive, in addition to the twelve (12) hours' pay as provided in this Section, one-half (½) hour pay at double time.

Paragraph 5. When two (2) eight (8) hour or two (2) ten (10) hour shifts are used, an eating period of one-half (½) hour shall be allowed, but not paid for, and all time in excess of eight (8) hours worked shall be paid at overtime rates (that is, two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter).

Paragraph 6. On Saturday, other than single time shift, shift work shall start at 12:01 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half on any one shift.

ARTICLE IV
SUNDAYS, HOLIDAYS AND ELECTION DAYS

Paragraph 1. All work performed on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on Mondays when such holidays are celebrated, shall be paid for at the double time rate. There shall be no work performed on Labor Day, excepting in case of dire emergency, and with the written consent of the District Council. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Paragraph 2. On Election Days, the individual employed in this trade shall be allowed time not to exceed two (2) hours, without pay, for the purpose of voting, provided that the worker on the job has given notice to the Employer or his agent and has made arrangements no less than twenty-four (24) hours in advance, to receive such time off.

Paragraph 3. When a holiday falls on Monday through Friday, make-up days on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter.

Paragraph 4. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

ARTICLE V
UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution date of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

Good standing shall mean payment of the initiation fees and both working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union. Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing for the duration of this Agreement.

ARTICLE VI
CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the gross payroll earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employee. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly

to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 4. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 5. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance or underpayment of dues by an Employer.

Paragraph 6. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

ARTICLE VII
SUBCONTRACTING

Paragraph 1. On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under Paragraph 1), then the contractor shall be relieved of any liability under this Paragraph 1.

Paragraph 2. The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

Paragraph 3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentice and Training Trust Fund as provided in Article VIII, Paragraphs 2-4 inclusive, and Article XV of this Agreement.

ARTICLE VIII
WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2021 to and including May 31, 2026, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of two dollars and forty-five cents ($2.45) per hour effective June 1, 2021 to May 31, 2022, two dollars and fifty cents (2.50) per hour total economic increase effective June 1, 2022 to May 31, 2023, two dollars and fifty-five cents ($2.55) per hour total economic increase effective June 1, 2023 to May 31, 2024, two dollars and sixty cents ($2.60) per hour total economic increase effective June 1, 2024 to May 31, 2025, and two dollars and sixty-five cents ($2.65) per hour total economic increase effective June 1, 2025 to May 21, 2026.

The total economic increase shall be allocated between wages and fringe benefits and other funds by the Union in its sole discretion, except that the Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation. The foregoing allocations may include allocations to LECET and LDC/LMCC.

For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents ($0.30) per hour over the term of the Agreement (up to twelve cents ($0.12) in the first year and up to eighteen cents ($0.18) over the remaining years.) The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party

to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

CLASSIFICATION	6/1/21	6/1/22	6/1/23	6/1/24	6/1/25
Building Laborers	$45.90	$2.50*	$2.55*	$2.60*	$2.65*
Fire Brick Work and Boiler Setter Laborers	46.225				
Jackhammerman (On Firebrick Work Only)	46.175				
Boiler Setter Plastic Laborers	46.35				
Chimney Laborers (Over 40 Feet)	46.00				
Chimney on Firebrick	46.25				
Scaffold Laborers	46.00				
Caisson Diggers	46.25				
Jackhammerman	46.125				
Power Driven Concrete Saws, Other Power Equipment	46.125				
Stone Derrickman and Handlers	46.10				
Fireproofing and Fire Shop Laborers	45.90				
Well Point System Men	46.25				
Pumps for Dewatering, other Unclassified Laborers	45.90				
Windlass and Capstan Person	46.05				
Cement Gun Nozzle Laborers (Gunite)	46.05				
Cement Gun Laborers	45.975				
Plaster Laborers	45.90				

*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)

Material Testing Laborer I
(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II
(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	$27.54
Apprentices (2nd 6 months)	70% of base rate	$32.13
Apprentices (3rd 6 months)	80% of base rate	$36.72
Apprentices (4th 6 months)	90% of base rate	$41.31
Apprentices (after 24 months)	100% of base rate	$45.90

Sub-Foremen shall receive $0.45 premium wages over and above top Laborers' Scale under his supervision.

Building Labor Foremen, General Foremen and Superintendents shall receive $0.75 premium wages over and above top Laborers' Scale under his supervision.

Dosimeter Use. A premium of One ($1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Power Pac. When a Laborer uses a power driven piece of equipment he shall be paid the rate of pay of the tool at the end of the power pac.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents

($16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents ($16.55) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 2B. WESTCHESTER PENSION. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents ($14.71) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This fourteen dollars and seventy-one cents ($14.71) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1

of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year (See Article VIII, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for nonpayment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of contributing Employers within the Association's membership. A contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of fourteen dollars and thirty-six cents ($14.36) per hour for each hour worked by all Employees

who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents ($14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Laborers' Health and Welfare Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of

the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for nonpayment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative,

whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents ($16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents ($16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension

fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto. The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for nonpayment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4. RECIPROCITY. The parties agree that, whenever contributions are made on behalf of an Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home fund shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for all hours worked by any laborer or for any person employed by the Employer doing labor or construction work as herein above defined in Article XVII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5. Section 415 Excess Benefit Fund. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit

Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Paragraph 6. Chicagoland Laborers' Vacation Fund. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusteed vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 7. Chicagoland Laborers' Annuity Fund. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusteed defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article VIII of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on

whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraph 2 and 3 of Article VIII hereof.

Paragraph 9. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus $55 for meals and incidental expenses or the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. SPECIAL RULES FOR BONDING. An Employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to

twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

ARTICLE IX
BONDING

Paragraph 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of $5,000, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Paragraph 2. If the Employer employs between seven (7) and ten (10) Laborers, the surety bond shall be increased to $15,000. If the Employer employs between eleven (11) and twenty (20) Laborers, the surety bond shall be increased to $25,000. If the Employer employs twenty-one (21) to forty (40) Laborers, the surety bond shall be increased to $35,000. If the Employer employs

forty-one (41) or more Laborers, the surety bond shall be increased to $45,000.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

(a) Formation of Partnerships;
(b) Termination of business;
(c) Change of name commonly used in business operation;
(d) Change in form of business organization;
(e) Incorporation of business;
(f) Dissolution of corporation;
(g) Name and business organization of successor;
(h) Admission to or withdrawal from any association operating as a multi-employer bargaining unit.

Paragraph 5. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to

remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two-day notice period.

ARTICLE X
INDUSTRY FUND

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred to as the "Industry Fund"), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents ($0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), the amount of seven cents ($0.07) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers' District Council Labor Management Cooperation Committee ("LDC/LMCC"), the amount of seventeen cents ($0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall contribute one cent ($0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation ("CISCO"), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and

agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of this Industry Fund should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Paragraph 4. For the period June 1, 2021 to May 31, 2026, each Employer shall contribute one cent ($0.01) per hour for each hour worked by his Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

ARTICLE XI
PARTICULAR WORK RULES AND CLARIFICATION OF CONDITIONS

Paragraph 1. (a) Building Laborers' scale shall apply to all work performed by the Laborers except as specifically classified.

(b) Boiler Setter Laborers. Will include all work of handling solid refractory materials and also fire brick work in boiler setting, open hearth, furnace, blast furnace, soaking pits, tanks, dust catchers, coke oven batteries, furnace chimneys and stacks, including cleanup work on the above services.

(c) Boiler Setter Plastic Laborers. Applies to work of actually installing plastic, in connection with the boiler work or other non-solid refractory materials. Mortar mixers, lancers, burners, etc., plus all work from point of forty (40) feet above normal ground level in fire brick work and Boiler Setters Laborers' Classifications.

Minimum safety measures for Boiler Setters are that all scaffolding, in and around blast furnaces and hot stoves, etc., shall not exceed five (5) feet per landing and be constructed of solid-type materials, except the large cable-type used in blast furnaces, and at least every fourth scaffold shall be left in place to serve as a safety scaffold with ladders extending to safe distance above each landing. The Employer shall furnish respirators, safety goggles, gloves and other protection materials necessary in and about dusty and hot working conditions during all furnace work.

(d) Caisson Diggers. Applies to all caisson work and men working in trenches, foundation pits and piers eight (8) feet or more in depth below the level that excavation begins in such trenches, foundation pits or piers.

Where hazardous conditions exist when excavating trenches, foundation pits or piers or where a type of soil, sand or other material being removed creates a hazardous condition for the Employee such trenches, foundation pits or piers must be shored or sheathed, and the Employees performing the work of shoring and sheathing shall be paid the caisson rate.

Where hazardous conditions do not exist, but sheathing or shoring is necessary solely for the purpose of protecting a bank or preserving the work, then caisson rates shall not apply. When specifications show the depth of such excavation to exceed eight (8) feet, said caisson rate shall apply from the start of excavation when hand dug. For safety reasons, no worker shall be permitted to work alone if excavation exceeds five (5) feet, unless he is working under direct supervision.

(e) Chimney Laborers (over forty (40) feet). Applies to all freestanding chimneys in excess of forty (40) feet above the ground level. The Chimney Laborers' rate shall apply for the entire height of the chimney, both erecting or wrecking such chimney.

Free-standing chimneys shall be construed as chimneys built from the ground up, outside the building, for industrial, commercial or institutional purposes. It is understood that this provision does not apply in the erection of ordinary chimneys for apartment buildings, etc., unless the chimneys go forty (40) feet above the roof level.

(f) Jackhammermen. The rate for Jackhammermen herein established shall apply to any mechanically operated tool over thirty-five (35) pounds in weight, used in demolition, concrete breaking, tamping or other similar work. The regular building Laborers' rate shall apply to all lighter mechanical tools.

(g) Scaffold Laborers. Applies to all Laborers engaged in installing, relocating and/or removing all swinging, tubular and other types of scaffolds designed and used for tending to or servicing our allied trades. The raising and lowering of swinging and specifically designed scaffolds by hand, by power, or by any other process, is not included in scaffold Laborers' rates.

(h) Stone Derrickmen and Handlers. Applies to all Laborers engaged in helping the stone setters set and distribute dimensional cut stone, terra cotta, granite or prefabricated materials replacing or substituted for cut stone, etc.

(I) Windlass and Capstan Persons. Applies to all hoisting units attached to mixers or movable equipment used to raise material where regular hoists cannot be erected or used.

(j) Fireproofing and Fire Shop Laborers. Applies to Fireproofing beams, ceilings and walls, etc., in connection with gunite work or any other process, including clean-up work on job site, shops or yards.

(k) Cement Gun Nozzle Laborers (Gunite). Applies to Laborers handling nozzle in application of gunite.

(l) Cement Gun Laborers. Applies to Laborers handling cement gun on concrete work.

(m) Plasterer Laborers. Applies to all Laborers who perform work as mixermen, hod carriers, plaster machine tenders, and builders of scaffolding, and all work pertaining to lathing and plastering, the application of gunite and the handling of the cement gun nozzle or any work of a thickness of one and one half (1½) inches or more and any work as may be directed by the contractor his agent or foreman.

(n) Laborers who are engaged in the work of construction or wrecking of silos, etc., for grain elevators, and are required to strip or wreck forms at hazardous heights in this work shall be paid chimney Laborers' rates.

(o) On salamander work or heating for frost prevention work, the building Laborers' rates of wages shall apply for the first eight (8) hours' work regardless of starting time Monday through Friday of each week. All hours worked on Saturday, Sunday or Holidays, and all hours worked after eight (8) hours per day, or forty (40) hours per week Monday through Friday, as above set forth, shall be paid for at one and one-half times the Building Laborers' rate of wages.

(p) Where services are performed by Laborers as watchmen, and such Laborers shall not be engaged in the performance of any other branches of work covered by this Agreement, they shall be paid not less than $1.50 below the Building Laborers' rate.

(q) **Foremen**. There shall be a Laborer appointed as Labor Foreman when five (5) or more Laborers are employed on any one job or project; there shall be subforeman after the first ten (10) Laborers, and for each multiple of five (5) Laborers employed thereafter to properly supervise the various phases of the work. A Sub-Foreman shall receive $0.45 premium wages above the regular wages paid those Laborers under his supervision, plus established overtime rates. When a Labor Foreman is

needed to supervise Laborers such Labor Foreman shall receive $0.75 or more premium wages above top labor scale, as mutually agreed between said Labor Foreman and his Employer.

The above and foregoing shall not be so construed as to restrict the Employer's right to pay higher premium wages or appoint a greater percentage of foremen and/or sub-foremen.

(r) The Employer shall furnish any necessary protective medication, such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin.

(s) On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

(t) Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

(u) In any instance where a machine replaces only the work of Laborers, said machine shall be operated by a Laborer if so determined by the Employer.

(v) Any building 125 feet high or more shall require the use of a Man Cage.

Paragraph 2. Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay. Failure on the part of the Employer to have sufficient funds at the bank to meet pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks and Joint Grievance Committee shall assess such Employer a sum equal to not less than the expense incurred in the collection of the amounts due because of such insufficient funds to meet checks so issued.

Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not man-

date electronic banking as a condition of employment. Electronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular pay day and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours' pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

Paragraph 3. The Union agrees that the Employees whom it represents will accept and demand the wages and fringe benefit payments set forth in this Agreement, and the Employer agrees to pay the wages and fringe benefit payments herein stipulated.

Claims for Shortages: Claims by Employees for shortages must be made within three (3) weeks after shortage is discovered.

Paragraph 4. LIQUIDATED DAMAGES. Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee.

Upon conclusive proof that the Employer is guilty of paying less than the wages herein stipulated, then nothing in this Agreement shall be construed to take from the Union the right to remove workers it represents from the job, and henceforth to deny such Employer further right to the employment of its members.

Members of the Union who are found guilty of violation of this Agreement shall be dealt with by the Employer.

Paragraph 5. The Union reserves and shall have the right to remove its Employees from any job upon the failure of the Employer to pay the wages due any of its Employees or fringe benefits which may be due by reason of the hours of employment.

Paragraph 6. The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 7. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 8. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and further negotiation by the parties hereto.

Paragraph 9. KEY MAN. The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdiction.

Paragraph 10. PUBLIC HEALTH EMERGENCIES. In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

ARTICLE XII
STEWARDS

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

a) The Job Steward shall be a working Laborer;

b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;

c) In selecting a Steward, preference shall be given to the Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward,

the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and

d) The Union shall have the right to replace any Steward at any time.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences of disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

Paragraph 4. Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regular designated Steward if he is competent to do the work required or if he cannot work, he will call the

Business Manager, and the Business Manager will designate someone on this job to act as Steward.

ARTICLE XIII
REPORTING FOR WORK

Paragraph 1. Any Laborer reporting for work upon order expressed or implied by the Employer or his Agent and not put to work for any reason, except weather conditions, fire, accident or other unavoidable cause, shall receive four (4) hours' pay for lost time. Weather conditions shall be an exception to the requirement for "show up" or reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site. When Laborers are directed to wait during inclement weather by the Employer, his Superintendent or Labor Foreman, they shall be paid for such waiting time.

When placing monolithic concrete, an Employee's eating period can be adjusted, but not beyond one-half (½) hour before or after the regular scheduled time. Double time shall be paid if no eating period is permitted between shifts.

Any person other than a regular Employee who is called for temporary work for just a portion of one day, and who works more than four (4) hours in any one day, shall receive equivalent of not less than eight (8) hours' pay for said day, unless such Employee is prevented from completing a day's work because of inclement weather, in which case the Employee shall be paid for the time actually worked.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day.

In the event such injured Laborer is permitted to continue working by the doctor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Paragraph 3. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

ARTICLE XIV
PAYDAY

Paragraph 1. It is agreed that Employees shall be paid before quitting time on Wednesday of each week, except when the regular payday is on a Legal Holiday, in which case they shall be paid the day before such holiday at quitting time and except when Monday or Tuesday is a legal holiday, in which event the Employees may be paid on Thursday.

Paragraph 2. Wages are to be paid in full up to seventy-five (75) hours preceding payday. An Employee quitting of his own accord shall be paid on the next regular payday. An Employee discharged or laid off shall be paid by check on the job at the time he is laid off or be given a time check calling for four (4) additional hours to cover traveling time. Such additional hours are to be added at the time of giving check and shall be paid on presentation at the office of the Employer. If same is not promptly paid upon arrival at the office, and he is required to remain there during working hours, he shall be paid for such time - Sundays and Holidays excepted.

ARTICLE XV
TRAINING AND
APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship

Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents ($0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Paragraph 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months	60% of journeyman (base) wages
2nd six (6) months	70% of journeyman (base) wages
3rd six (6) months	80% of journeyman (base) wages
4th six (6) months	90% of journeyman (base) wages
After twenty-four (24) months	100% of journeyman (base) wages

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer.

Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to jobsites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 7. MANDATORY APPRENTICESHIP. Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.
2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

ARTICLE XVI
SETTLEMENT OF DISPUTES

Paragraph 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or rea-

sonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Paragraph 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance

is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

Paragraph 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Paragraph 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three (3) years if so determined

for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

ARTICLE XVII
BRANCHES OF WORK

Paragraph 1. The classifications of Employees covered by this Agreement doing the work falling within jurisdiction of this Union shall be used in performing all common labor at the building or site, in connection with masonry and carpentry or such other work as may be directed by the Employer, his foreman or agent.

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for same.

Paragraph 4. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly

abide by such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Paragraph 4(a). BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons and concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofing; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work, tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris, signalman and handling of such materials for construction as directed by the Employer; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, when gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials. The coverage of this agreement, in referring to the type of work hereunder, includes in addition to all other types of construction, the construction and alteration of all track work and the construction, alteration and maintenance over track work on property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by members of the Employer and the handling of all materials, or appliances in any trade where it

will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

Tenders. Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material, and all other materials to such mechanic, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, bobcats, and uniloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow or buggy.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamander heat or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and clearing of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings, and packaging waste materials. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials.

Safety and deck monitoring.

Scaffolds. Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Excavations and Foundation-Site Preparation and Clearance For Transportation and Transmission Lines. Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or

trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off-bearers, lumber handlers and all Laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil tests, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same; all GPS equipment and lasers and grade checking.

Concrete, Bituminous Concrete and Aggregates. (a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding, leveling and strike-off of concrete or aggregates by floating, puddling or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying,

placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

(d) All work on interior concrete columns, foundations or engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the hoses and pots or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings. Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, run-

ways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Concrete and Asphalt Testing and Quality Control. All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article VII).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or

other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers. Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levies, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels or shafts. The cutting, drilling and installation of material used for timbering, or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft including the setting of rods for same. Pouring, pumps-creting or guniting of concrete in any tunnel or shaft operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or

other purposes. Installation of well points or any other dewatering system.

Compressed Air. In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powermen or blasters, air hoist operators; form men; concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunite, nozzlemen, gunmen, reboundmen and all other work connected therewith.

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, iron-stone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, fittings, piers or other obstruc-

tions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Inspection, Maintenance and Repair of Underground Utilities and Sewers. All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

Underpinning, Lagging, Bracing, Propping and Shoring. Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and anchor same. All high scaling and other rock breaking and removal after

blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signalmen. Signalmen on all construction work defined herein, including traffic control signalmen at construction site.

General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Factories. All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture. All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

General. Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports area and all recreational center Employees, utilities Employees, horticultural and agricultural workers, garbage and debris handlers and cleaner.

Pits, Yards, Quarries, Etc. All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and

other similar plants, including temporary and portable batching plants.

Wrecking. The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up removal of debris, burning, back-filling and landscaping of the site of wrecked structures.

Railroad Track Work. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of main line, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related type of studios.

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the party of the first part, and the handling of all materials or appliances in any trade where it will be more economical to have the work per-

formed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Paragraph 5. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 6. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 6(a). WRECKING: COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 7. FLYING FORMS. Laborers shall tend the Carpenters when prefabricating the Flying Forms on the ground.

When Flying Forms are used on each floor, Laborers shall assist in the placing of Steel Tubular Scaffolding and Flying Forms.

When Concrete Floors are poured and Flying Forms are removed, Laborers will assist.

Laborers will clean and oil Flying Forms after each concrete pour.

After the last concrete pour, when Flying Forms will not be re-used on job site, Laborers will remove, clean and dismantle, oil and place in a stockpile.

ARTICLE XVIII
ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as Addendum.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory Employers to comply with such procedures, provided prior written notification is given to the District Council.

ARTICLE XIX
PRE-JOB CONFERENCES

If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

ARTICLE XX
ACCESS TO PREMISES

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

ARTICLE XXI
APPROVALS

Paragraph 1. It is mutually agreed that the Construction and General Laborers' District Council of Chicago and Vicinity shall, in writing, by an authorized officer, approve and guarantee the fulfillment of all the provisions of this Agreement.

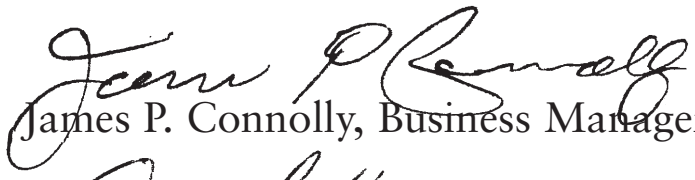
Paragraph 2. Inasmuch as the employment of Laborers is directly affected by the hours of employment of Carpenters, Bricklayers, Plasterers, Cement Masons and Hoisting Engineers engaged in construction, it is agreed that should the trades change their work day or work week, other than provided in this Agreement, either party hereto shall have the right upon ten (10) days' written notice through United States Registered Mail Delivery, to amend this Agreement to meet such conditions of employment.

Paragraph 3. SAVINGS CLAUSE. Any provisions contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof, it being intended that the other provisions of this Contract shall not be affected thereby.

Paragraph 4. EMPLOYER'S WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said signatory Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 5. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Associations shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Asso-ciations and that individual executions are not required for this Agreement to be binding on such Contractors.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY



By: James P. Connolly, Business Manager



By: Charles LoVerde III, Secretary-Treasurer

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO

GREAT LAKES CONSTRUCTION ASSOCIATION

THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION



By: Seth Gudeman, Chairman

ADDENDUM
CONSTRUCTION INDUSTRY SERVICE CORPORATION JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its Employees.

II. Definitions

a. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

c. Employee - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. Accident - Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.

e. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

a. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. Rules - All Employees must report to work in a physical condition that will enable them to perform their jobs in a save and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. Discipline - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

WORK RULES COMMITTEE

The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: James P. Connolly, Business Manager

By: Charles LoVerde III, Secretary-Treasurer

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

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GREAT LAKES CONSTRUCTION ASSOCIATION

THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By: Seth Gudeman, Chairman

Side Letter #1

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

Side Letter #2

This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: *"Revise language to state "each hour worked by all Employees <u>who are</u> covered by this Agreement..... ""*

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to "buy" benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers' work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.

NOTES

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CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
999 McCLINTOCK DRIVE • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

Bldg.

INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between Corrective Asphalt Materials, LLC ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 581, 1001, 1035, 1092, together with any other Local Unions that may come within its jurisdiction ("Local Unions"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. Recognition. In response to the Union's request for recognition as the majority or Section 9(a) representative of the unit employees, the Employer recognizes the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the NLRA, as amended, for the employees now and hereinafter employed under the terms of this Agreement with respect to wages, hours and other terms and conditions of employment. This recognition is based on the Union's having shown, or having offered to show, evidence of its majority support. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association during the term of this Agreement or any extension hereof, without written approval from the Union. The Employer shall abide by this Agreement, and all extensions hereof, provided that it employs at least one Laborer at any time during the term of this Agreement or the term of any extension hereof.

2. Labor Contract. The Employer affirms and adopts the applicable Collective Bargaining Agreement(s), as designated by the Union, between the Union and the Builders Association, the Chicago Area Independent Construction Association, the Chicago Area Rail Contractors Association, the Chicago Area Scaffolding Association, the Chicago Demolition Contractors' Association, the Concrete Contractors Association of Greater Chicago, the Contractors Association of Will and Grundy Counties, the Fox Valley Associated General Contractors, the Midwest Wall and Ceiling Contractors, the Illinois Environmental Contractors Association, the Illinois Road and Transportation Builders Association, the Chicago Illinois Small Pavers Association, the Lake County Contractors Association, the Mason Contractors Association of Greater Chicago, the Underground Contractors Association, and all other employer associations with whom the Union or its affiliated Local Unions have an agreement. If the applicable Collective Bargaining Agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a successor labor agreement has been established, which shall be incorporated retroactively herein. This Agreement supersedes all contrary terms in the applicable Collective Bargaining Agreement(s).

3. Total economic increase. The Employer shall pay its employees a total economic increase of $1.75 per hour effective June 1, 2010; $1.80 per hour effective June 1, 2011; and $1.85 per hour effective June 1, 2012, said amounts to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion. Effective June 1, 2010, the minimum wage rate shall be $35.20 per hour.

4. Checkoff Deductions and Remittances. The Employer shall deduct from the wages of employees uniform initiation fees, assessments, membership dues, and working dues in such amounts as the Union shall from time to time establish, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made. If the Employer fails to timely remit any amounts to the Union or its affiliated fringe benefit funds that are required under this Agreement, it shall be obligated to the Union for all costs of collection, including attorney fees.

The Employer shall further deduct an amount designated by the Union for each hour that an employee receives wages under the terms of this Agreement on the basis of individually signed voluntary authorized deduction forms and shall pay over the amount so deducted to the Laborers' Political League ("LPL") or to a designated appointee, not later than the 10th day of the month next following the month for which such deductions were made. LPL remittances shall include a report of the hours worked by each Laborer for whom deductions are made. Remittances shall be made by a separate check payable to the Laborers' Political League. The Employer shall be paid a processing fee each month from the total amount to be transmitted to the LPL to be calculated at the Illinois Department of Revenue standard.

5. Work Jurisdiction. This Agreement covers all work within the applicable Collective Bargaining Agreements and all work within the Union's trade and geographic jurisdiction as set forth in the Union's Statement of Jurisdiction, as amended from time to time, which are incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of such assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union.

6. Subcontracting. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any covered work to be done at the site of construction, alteration, painting or repair of a building, structure or other work to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. The Employer shall further assume the obligations of all tiers of its subcontractors for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorneys' fees incurred in enforcing the provisions hereof.

7. Fringe Benefits. The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprentice and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust, the LDC/LMCC, and to all other designated Union-affiliated benefit and labor-management funds (the "Funds"), and to become bound by and be considered a party to the agreements and declarations of trust creating the Funds as if it had signed the original copies of the trust instruments and amendments thereto. The Employer further affirms that all prior contributions paid to the Welfare, Pension, Training and other Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the trust agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable collective bargaining agreements.

8. Contract Enforcement. All grievances filed by either party arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee, provided that deadlocked grievances shall be submitted to final and binding arbitration upon timely demand. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other legal and economic action, including but not limited to all remedies at law or equity. It is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

9. Successors. In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days' prior written notice to the Union of the sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph.

10. Termination. This Agreement shall remain in full force and effect from June 1, 2010 (unless dated differently below) through May 31, 2013, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such timely and proper notice the Employer and the Union agree to be bound by the new applicable association agreement(s), incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given not less than sixty (60) nor more than ninety (90) days prior to the expiration of each successive Collective Bargaining Agreement.

11. Execution. The signatory below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress, and with full knowledge of the obligations and undertakings contained herein. The parties acknowledge and accept facsimile signatures on this Agreement as if they were the original signatures.

Dated: August 17, 20 12

Corrective Asphalt Materials, LLC
(Employer)

ACCEPTED:
Laborers' Local Union No. 582

By: Toby Roth

FEIN No.: 37-1359575

By: Anthony J. Witte, President
(Print Name and Title)

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: James P. Connolly, Business Manager

By: Richard Sherman, Secretary-Treasurer

(Signature)

300 Daniel Boone Trail, PO Box 87129
(Address)

South Roxana, IL 62087
(City, State and Zip Code)

618-254-3855 Fax 618-254-2200
(Telephone/Telefax)

For Office Use Only:

Effective June 1, 2010 WHITE - LOCAL UNION • CANARY - TRUST FUND • PINK - DISTRICT COUNCIL • GOLD - EMPLOYER

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & # Corrective Asphalt Materials, LLC. Vendor # 2157	Amount: $140,012.20	Date: 4/24/2026

Description of item/services: Application of Reclamite Preservation Seal to City streets recently resurfaced. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2027 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Corrective Asphalt Materials, LLC.

Justification: Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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) — Date: 4/24/26

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Carla Murillo
Digitally signed by Carla Murillo
DN: DC=org, DC=CityBlm, DC=ICD, OU=OPS, OU=Finance, OU=Users, CN=Carla Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2026.05.07 09:42:47-05'00'
Foxit PDF Editor Version: 2025.2.0

Name and Signature of Purchasing Agent or Designee — Date: May 7, 2026

Revised: 08/13/2019

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.337.9979 - Email: brettt@tricorrefining.com

April 23, 2026

Kimberly Thompson
City of Bloomington IL
Engineering Department
Phone: 309-434-2980
kthompson@cityblm.org
PO Box 3157
Bloomington, IL 61702-3157

Dear Kimberly,

Sole Source Applicator State of Illinois for CRF® Restorative Seal and Reclamite® Preservative Seal 2026

Corrective Asphalt Materials
P.O. Box 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply CRF® Restorative Seal and Reclamite® Preservative Seal as the sole source supplier/applicator in the State of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the state of Illinois with Restorative Seal/ Rejuvenating applications.

TRICOR Refining, LLC – Preservative Seals are the only maltene based asphalt rejuvenators marketed nationally with a 55 plus year history of product use .

Please feel free to contact me if you have any questions.

Yours truly,
Brett Towns



Marketing Manager
TRICOR Refining, LLC
Cellular: 5304918251
Email: brettt@tricorrefining.com

Consent Agenda Item No. 7.I.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Utility Maintenance Contract (Bid # 2026 - 39), in the Amount of $2,079,080, as requested by the Water Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner") for the Fiscal Year ("FY") 2027 Water Department Utility Maintenance (Bid #2026-39), in the amount of $2,079,080 to support ongoing operational needs. The Water Department annually utilizes a Utility Maintenance Contract to supplement internal staff and resources. The FY 2027 Utility Maintenance Contract is intended to provide qualified, experienced contractors to perform both on-call emergency services and planned maintenance work across the water distribution system. This contract is a critical component in maintaining system reliability, minimizing service disruptions, and protecting public health. This is an annual maintenance agreement involving multiple projects assigned throughout each fiscal year. Therefore, the start and completion dates will vary by project.

The project was publicly advertised to solicit competitive bids. Bids were received electronically through the City's e-Procurement Portal, *OpenGov*, until 10:00 AM on Wednesday, April 15, 2026. Two bids were received and opened, and Gildner was determined to be the lowest responsible bidder. As a local firm, the City's Local Preference Policy does not affect this recommendation. A full bid tabulation is included for reference.

The Water Department is responsible for the operation, maintenance, and long-term reliability of the City's potable water distribution system, which serves thousands of residential, commercial, and industrial customers. As part of this responsibility, the Department must ensure that all infrastructure components - including water mains, service lines, valves, hydrants, pumps, and meters - are properly maintained and promptly repaired or replaced when necessary. To support these ongoing operational needs, the Water Department annually utilizes a Utility Maintenance Contract to supplement internal staff and resources. The FY 2027 Utility Maintenance Contract is intended to provide qualified, experienced contractors to perform both on-call emergency services and planned maintenance work across the water distribution system. This contract is a critical component in maintaining system reliability, minimizing service disruptions, and protecting public health.

The scope of work under this contract is comprehensive and includes, but is not limited to, water service line repairs and replacements, water main repairs and installations, fire hydrant and valve maintenance, water pump and motor repairs, and water meter and premise plumbing work. In addition, the contractor will assist with miscellaneous utility maintenance activities, including excavation, leak detection support, temporary water service installations, and site restoration. Given the nature of water system operations, the contract requires contractors to provide 24/7 emergency response capabilities, with the ability to mobilize crews and equipment quickly in response to water main breaks, service failures, or other critical infrastructure issues. Timely response and repair are essential to reducing water loss, maintaining adequate system pressure, and ensuring continuous service to the community.

All work performed under the contract must comply with applicable local, state, and federal regulations, including standards established by the Illinois Environmental Protection Agency and the American Water Works Association, as well as the City's specifications. Contractors are also required to adhere to Illinois Department of Transportation traffic control standards and all applicable safety regulations to ensure the protection of both workers and the public. This contract provides the City with the flexibility to address both routine and unforeseen maintenance needs efficiently, while also supporting ongoing system improvements and regulatory compliance efforts. By leveraging qualified contractors, the Water Department can continue to maintain a high level of service, respond effectively to emergencies, and advance its mission of delivering safe, reliable drinking water to the community.

Community Groups/Interested Persons Contacted: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on March 31, 2026.

Financial Impact: If approved, the City will enter into an Agreement with George Gildner, Inc., for the above-mentioned Item, in the Amount of $2,079,080. This will be paid out of the following accounts:

- Water Transmission Distribution-Repair/Maintenance Infrastructure account (50100120-70550) in the amount of $1,729,080.
- Water Lake Maintenance-Repair/Maintenance Infrastructure account (50100140-70550) in the amount of $100,000.
- Water Mechanical Maintenance-Repair/Maintenance Infrastructure account (50100160-70550) in the amount of $250,000.
- The three amounts above equal $2,079,080 for Council consideration.

A total of $2,100,000 was included in the FY 2027 Budget for Water Utility Maintenance. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 90, 95, and 98.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid #2026-39 FY27 Water Department Utility Maintenance

RESOLUTION NO. 2026 - ___

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE WATER DEPARTMENT FISCAL YEAR 2027 UTILITY MAINTENANCE CONTRACT (BID # 2026–39), IN THE AMOUNT OF $2,079,080

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with George Gildner, Inc. ("Exhibit A"), be approved for the Water Department Fiscal Year ("FY") 2027 Utility Maintenance Contract (Bid # 2026–39), in the Amount of $2,079,080 ("Project"); and

WHEREAS, the Project consists of work necessary to supplement internal staff and resources to efficiently address both routine and emergency operational needs; and

WHEREAS, the scope of work under said agreement includes, but is not limited to, water service line repairs and replacements, water main repairs and installations, fire hydrant and valve maintenance, pump and motor repairs, meter and premise plumbing work, excavation, leak detection support, temporary water services, and site restoration; and

WHEREAS, the FY 2027 Water Department Utility Maintenance Contract is intended to provide qualified and experienced contractors to perform on-call emergency services and planned maintenance work across the water distribution system; and

WHEREAS, the contract requires contractors to provide 24-7 emergency response capabilities to address service failures and other critical infrastructure issues promptly; and

WHEREAS, all work performed under the contract must comply with applicable local, state, and federal regulations, including standards established by the Illinois Environmental Protection Agency, the American Water Works Association, and the Illinois Department of Transportation, as well as City of Bloomington specifications; and

WHEREAS, this contract is an annual maintenance agreement involving multiple work assignments throughout the fiscal year, and therefore, individual project start and completion dates will vary; and

WHEREAS, entering into this agreement is necessary to maintain system reliability, minimize service disruptions, protect public health, and ensure the continued delivery of safe and reliable drinking water to the community; and

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

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

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

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

PASSED this 11th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.

FOR
FY 2027 WATER DEPARTMENT UTILITY MAINTENANCE (BID #2026-40)

THIS AGREEMENT, dated this 11 day of May, 2026, 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: Bid # 2026-40 FY-2027 Water Department Utility Maintenance (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
2031 Ireland Grove Rd.
Bloomington, IL 61704
gildnerinc@aol.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 Vice President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

CITY OF Bloomington ILLINOIS
WATER DEPARTMENT

603 W. Division St.
Bloomington, IL 61701
www.bloomingtonil.gov
Phone: (309) 434-2225

FY 2027 Utility Maintenance Contract

1. Purpose

The City of Bloomington Water Department is seeking qualified contractors to provide on-call and scheduled utility maintenance services for the public water system. The work includes repair, replacement, and maintenance of water infrastructure to ensure safe, reliability, and continuous water service to customers.

2. General Description of Work

The Contractor shall furnish all labor, equipment, materials, tools, and supervision necessary to perform maintenance, repair, and replacement work on the City's water distribution and related systems. Work may be performed on an emergency or planned basis and shall be completed in accordance with City standards and applicable regulations.

3. Scope of Services

A. Water Service Line Repairs and Replacements

- Repair and replacement of residential and commercial water service lines (public and private side as directed)
- Leak detection and excavation
- Installation of new service taps and connections
- Curb stop repair and replacement
- Restoration of disturbed areas (pavement, sidewalks, landscaping

B. Water Main Repairs and Replacements

a. Emergency and scheduled repair of water mains of various sizes and materials

b. Installation and replacement of water mains, fittings, and appurtenances

c. Tapping sleeves, line stops, and system isolation

d. Pressure testing, disinfection, and flushing per IEPA standards

e. Traffic control and site safety implementation

C. **Fire Hydrant and Valve Maintenance**

a. Repair, replacement, and installation of fire hydrants

b. Valve repair, exercising, replacement, and installation (gate valves, butterfly valves, etc.)

c. Valve box adjustments and replacements

d. Hydrant flushing support as requested

e. Emergency response for inoperable hydrants or valves

D. Water Pump and Motor Repairs

a. Maintenance, repair, and replacement of water pumps and associated motors

b. Troubleshooting and diagnostics of mechanical and electrical components

c. Removal and reinstallation of pumps and motors

d. Coordination with City staff for specialized equipment or facilities

e. Emergency repair services for critical system components

E. Water Meter and Premise Plumbing Work

a. Installation, repair, and replacement of water meters and meter settings

b. Troubleshooting meter-related issues (accuracy, leaks, connectivity)

c. Interior plumbing adjustments related to meter installations (as authorized)

d. Backflow device coordination (installation support or replacement as needed)

e. Service line and meter pit repairs

F. **Miscellaneous Utility Maintenance**

a. Assistance with system improvements and small capital projects

b. Temporary water service installation (bypass piping, jumpers, etc.)

c. Support for leak detection programs

d. Excavation and trenching for water system components

e. Site restoration including asphalt, concrete, and turf

f. Any other work incidental to maintaining the water distribution system

G. Emergency Response Requirements

a. Contractor must be available for 24/7 emergency response

b. Response time shall be within [insert required timeframe, e.g., 1–2 hours]

c. Ability to mobilize crews and equipment promptly for water main breaks and critical failures

4. Traffic Control and Safety

a. Provide all necessary traffic control in accordance with IDOT standards

b. Maintain a safe work zone for the public and workers

c. Comply with all OSHA and local safety regulations

5. Restoration Requirements

a. Restore all disturbed areas to original or better condition

b. Pavement, sidewalks, and landscaping restoration must meet City standards

c. Temporary restorations must be promptly followed by permanent repairs

6. Coordination with City Staff

a. Work shall be coordinated with Water Department personnel

b. Contractor shall communicate schedules, outages, and system impacts in advance

c. Maintain accurate records of work performed, including materials and locations

7. Materials and Standards

a. All materials shall meet City of Bloomington and IEPA standards

b. Contractor may be required to procure materials or install City-supplied materials

c. Work must comply with AWWA standards and applicable codes

EXHIBIT B
COSTS/FEES

Bid #2026-39 FY27 Water Department Utility Maintenance				G. A. Rich & Sons, Inc.		George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	LABORER/CEMENT MASON	5900	HR	$137.50	$811,250.00	$111.00	$654,900.00
2	OPERATING ENGINEER	3600	HR	$143.00	$514,800.00	$125.00	$450,000.00
3	PLUMBER	5800	HR	$141.90	$823,020.00	$119.00	$690,200.00
4	TRUCK DRIVER	2400	HR	$118.80	$285,120.00	$50.00	$120,000.00
5	EMERGENCY LABORER*	600	HR	$170.50	$102,300.00	$119.00	$71,400.00
6	EMERGENCY OPERATING ENGINEER*	360	HR	$176.00	$63,360.00	$129.00	$46,440.00
7	EMERGENCY PLUMBER*	240	HR	$177.10	$42,504.00	$136.00	$32,640.00
8	EMERGENCY TRUCK DRIVER*	180	HR	$150.70	$27,126.00	$75.00	$13,500.00
	Total				**$2,669,480.00**		**$2,079,080.00**

Bid #2026-39 FY27 Water Department Utility Maintenance			
Line Item	Description	Quantity	Unit of Measure
1	LABORER/CEMENT MASON	5900	HR
2	OPERATING ENGINEER	3600	HR
3	PLUMBER	5800	HR
4	TRUCK DRIVER	2400	HR
5	EMERGENCY LABORER*	600	HR
6	EMERGENCY OPERATING ENGINEER*	360	HR
7	EMERGENCY PLUMBER*	240	HR
8	EMERGENCY TRUCK DRIVER*	180	HR
	Total		

G. A. Rich & Sons, Inc.		George Gildner Inc.	
Unit Cost	Total	Unit Cost	Total
$137.50	$811,250.00	$111.00	$654,900.00
$143.00	$514,800.00	$125.00	$450,000.00
$141.90	$823,020.00	$119.00	$690,200.00
$118.80	$285,120.00	$50.00	$120,000.00
$170.50	$102,300.00	$119.00	$71,400.00
$176.00	$63,360.00	$129.00	$46,440.00
$177.10	$42,504.00	$136.00	$32,640.00
$150.70	$27,126.00	$75.00	$13,500.00
	$2,669,480.00		**$2,079,080.00**

Consent Agenda Item No. 7.J.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Water Department Fiscal Year 2027 Water Service-Premise Plumbing Maintenance Contract (Bid # 2026-40), in the Amount of $312,600, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: If approved, the City will enter into an agreement with George Gildner, Inc., for the Water Department for Fiscal Year ("FY") 2027 Water Service-Premise Plumbing Maintenance Contract (Bid # 2026–40) to support ongoing operational needs, in the Amount of $312,600. The Water Department utilizes a Water Service-Premise Plumbing Maintenance Contract to supplement internal staff and resources. The FY 2027 Water Service-Premise Plumbing Maintenance Contract is intended to provide qualified, experienced contractors to perform both on-call emergency services and planned maintenance work across the water distribution system. This contract is a critical component in maintaining system reliability, minimizing service disruptions, and protecting public health. The FY 2027 budget program includes $500,000. This is a maintenance agreement involving multiple projects assigned throughout each fiscal year. Therefore, the start and completion dates will vary by project.

The City of Bloomington Water Department is responsible for the operation, maintenance, and long-term reliability of the City's potable water distribution system, which serves thousands of residential, commercial, and industrial customers. As part of this responsibility, the Department must ensure that all infrastructure components—including service lines, valves, and meters—are properly maintained and promptly repaired or replaced when necessary. The scope of work under this contract is comprehensive and includes, but is not limited to, water service line repairs and replacements, valve maintenance, and water meter and premise plumbing work. In addition, the contractor will assist with miscellaneous utility maintenance activities, including excavation, leak detection support, temporary water service installations, and site restoration.

Given the nature of water system operations, the contract requires contractors to provide 24/7 emergency response capabilities, with the ability to mobilize crews and equipment quickly in response to service failures, or other critical infrastructure issues. Timely response and repair are essential to reducing water loss, maintaining adequate system pressure, and ensuring continuous service to the community. All work performed under the contract must comply with

applicable local, state, and federal regulations, including standards established by the Illinois Environmental Protection Agency and the American Water Works Association, as well as City of Bloomington specifications. Contractors are also required to adhere to Illinois Department of Transportation traffic control standards and all applicable safety regulations to ensure the protection of both workers and the public.

This contract provides the City with the flexibility to address both routine and unforeseen maintenance needs efficiently, while also supporting ongoing system improvements and regulatory compliance efforts. By leveraging qualified contractors, the Water Department can continue to maintain a high level of service, respond effectively to emergencies, and advance its mission of delivering safe, reliable drinking water to the community.

The project was publicly advertised to solicit competitive bids. Bids were received electronically through the City's e-Procurement Portal, OpenGov, until 10:00 AM on Thursday, April 16, 2026. One bid was received and opened, and George Gildner, Inc. was determined to be the lowest responsible bidder. As a local firm, the City's Local Preference Policy does not affect this recommendation. A full bid tabulation is included for reference.

Community Groups/Interested Persons Contacted: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 3, 2026.

Financial Impact: If approved, the City will enter into an Agreement with George Gildner, Inc., for the above-mentioned Item, in the amount of $312,600. If approved, a budget transfer will be processed to move $312,600 from the Water Administration-Engineering Services account (50100110-70050) to the Water Transmission & Distribution-Repair/Maintenance Infrastructure account (50100120-70550), where the invoices will be paid. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 90.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid #2026-40 - FY27 Water Service-Premise Plumbing Maintenance

RESOLUTION NO. 2026 - ___

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE WATER DEPARTMENT FISCAL YEAR 2027 WATER SERVICE-PREMISE PLUMBING MAINTENANCE AGREEMENT (BID # 2026-40), IN THE AMOUNT OF $312,600

WHEREAS, subject to the provisions of the City Code, City staff are recommending approval of an agreement with George Gildner, Inc. ("Exhibit A"), for the Water Department Fiscal Year 2027 Water Service-Premise Plumbing Maintenance Agreement (Bid # 2026-40), in the Amount of $312,600 ("Project"); and

WHEREAS, the Project consists of work necessary for ongoing maintenance and repair of infrastructure components, including service lines, valves, and meters to ensure reliable service and regulatory compliance; and

WHEREAS, the Water Department utilizes a Water Service - Premise Plumbing Maintenance Agreement to supplement internal staff and resources in order to efficiently address both routine and emergency operational needs; and

WHEREAS, the FY 2027 Water Service - Premise Plumbing Maintenance Agreement is intended to provide qualified and experienced contractors to perform on-call emergency services and planned maintenance work across the water distribution system; and

WHEREAS, the scope of work under said agreement includes, but is not limited to, water service line repairs and replacements, valve maintenance, water meter and premise plumbing work, excavation, leak detection support, temporary water service installations, and site restoration; and

WHEREAS, the agreement requires contractors to provide 24/7 emergency response capabilities to address service failures and other critical infrastructure issues promptly; and

WHEREAS, all work performed under the agreement must comply with applicable local, state, and federal regulations, including standards established by the Illinois Environmental Protection Agency, the American Water Works Association, and the Illinois Department of Transportation, as well as City of Bloomington specifications; and

WHEREAS, this agreement is an annual maintenance agreement involving multiple work assignments throughout the fiscal year, and therefore, individual project start and completion dates will vary; and

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

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

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

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

PASSED this 11th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.

FOR
FY 2027 WATER DEPARTMENT SERVICE-PREMISE PLUMBING UTILITY

THIS AGREEMENT, dated this 11 day of May, 2026, 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:
Bid # 2026-39 FY-2027 Water Department SERVICE-PREMISE PLUMBING (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
2031 Ireland Grove Rd.
Bloomington, IL 61704
gildnerinc@aol.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 Vice President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

CITY OF Bloomington ILLINOIS

FY27 Water Service/Premise Plumbing Maintenance
Bid #2026-40
Scope of Work

1. **Purpose**

   The City of Bloomington Water Department is seeking qualified contractors to provide on-call and scheduled water service/premise plumbing maintenance. The work includes repair, replacement, and maintenance of water infrastructure to ensure safe, reliable, and continuous water service to customers.

2. **General Description of Work**

   The Contractor shall furnish all labor, equipment, materials, tools, and supervision necessary to perform maintenance, repair, and replacement work on the City's water distribution and related systems. Work may be performed on an emergency or planned basis and shall be completed in accordance with City standards and applicable regulations.

3. **Scope of Services**

   A. **Water Service Line Repairs and Replacements**

   - Repair and replacement of residential and commercial water service lines (public and private side as directed)
   - Leak detection and excavation
   - Installation of new service taps and connections
   - Curb stop repair and replacement
   - Restoration of disturbed areas (pavement, sidewalks, landscaping

   B. **Water Meter and Premise Plumbing Work**

   a. Installation, repair, and replacement of water meters and meter settings

   b. Troubleshooting meter-related issues (accuracy, leaks, connectivity)

   c. Interior plumbing adjustments related to meter installations (as authorized)

   d. Backflow device coordination (installation support or replacement as needed)

   e. Service line and meter pit repairs

C. **Miscellaneous Utility Maintenance**

a. Temporary water service installation (bypass piping, jumpers, etc.)

b. Support for leak detection programs

c. Excavation and trenching for water system components

d. Site restoration including asphalt, concrete, and turf

D. **Emergency Response Requirements**

a. Contractor must be available for 24/7 emergency response

b. Response time shall be within [insert required timeframe, e.g., 1–2 hours]

c. Ability to mobilize crews and equipment promptly for water main breaks and critical failures

4. **Traffic Control and Safety**

a. Provide all necessary traffic control in accordance with IDOT standards

b. Maintain a safe work zone for the public and workers

c. Comply with all OSHA and local safety regulations

5. **Restoration Requirements**

a. Restore all disturbed areas to original or better condition

b. Pavement, sidewalks, and landscaping restoration must meet City standards

c. Temporary restorations must be promptly followed by permanent repairs

6. **Coordination with City Staff**

a. Work shall be coordinated by Water Department personnel

b. Contractor shall communicate schedules, outages, and system impacts in advance

c. Maintain accurate records of work performed, including materials and locations

7. **Materials and Standards**

a. All materials shall meet City of Bloomington and IEPA standards and Plumbing Codes

b. Contractor may be required to procure materials or install City-supplied materials

c. Work must comply with AWWA standards and applicable codes

EXHIBIT B
COSTS/FEES

Bid #2026-40 - FY27 Water Service-Premise Plumbing Maintenance					George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	LABORER/CEMENT MASON	500	HR	$111.00	$55,500.00
X	2	OPERATING ENGINEER	500	HR	$125.00	$62,500.00
X	3	PLUMBER	500	HR	$127.00	$63,500.00
X	4	TRUCK DRIVER	500	HR	$50.00	$25,000.00
X	5	EMERGENCY LABORER*	200	HR	$137.00	$27,400.00
X	6	EMERGENCY OPERATING ENGINEER*	200	HR	$156.50	$31,300.00
X	7	EMERGENCY PLUMBER*	200	HR	$162.00	$32,400.00
X	8	EMERGENCY TRUCK DRIVER*	200	HR	$75.00	$15,000.00
		Total				**$312,600.00**

Bid #2026-40 - FY27 Water Servi	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8

ce-Premise Plumbing Maintenance	
Description	**Quantity**
LABORER/CEMENT MASON	500
OPERATING ENGINEER	500
PLUMBER	500
TRUCK DRIVER	500
EMERGENCY LABORER*	200
EMERGENCY OPERATING ENGINEER*	200
EMERGENCY PLUMBER*	200
EMERGENCY TRUCK DRIVER*	200
Total	

	George Gildner Inc.
Unit of Measure	**Unit Cost**
HR	$111.00
HR	$125.00
HR	$127.00
HR	$50.00
HR	$137.00
HR	$156.50
HR	$162.00
HR	$75.00

Total
$55,500.00
$62,500.00
$63,500.00
$25,000.00
$27,400.00
$31,300.00
$32,400.00
$15,000.00
$312,600.00

Consent Agenda Item No. 7.K.

For City Council: May 11, 2026

Ward Impacted: Ward 1

Subject: Consideration and Action on a Resolution Approving a Water Service Extension Agreement for the Property Commonly Known as 1713 Bunn Street (PIN: 21-09-479-014), as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Background: The property at 1713 Bunn Street, currently outside the corporate limits of the City, is improved with a single-family detached dwelling that is vacant since a well failure has rendered it unoccupiable. A public water main runs along the street in front of the property and current water supply capacity can accommodate an additional residential dwelling. Approval of this Agreement would allow the property owner to tap on to City water and for the property owner to make reasonable use of the property. City Policy requires annexation for service by City utilities, but this property is not contiguous so it is unable to annex at this time; the proposed Agreement would require them to annex upon the request of the City, should the property become contiguous. Upon approval and signature, this Agreement will be recorded against the property and will run with the land.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If the Item is approved, the owner will be required to pay a tap-on fee of $1,419.19. This will be recorded in the Water Administration-Tap-On Fee account (50100110-54120). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 88. No expense for the extension of public utilities is required. While outside the corporate boundaries of the City, the user would pay the increased non-resident usage rate.

Attachments:

1. Resolution
2. Resolution - Exhibit B - Agreement
3. Property Owner Verification

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A WATER SERVICE AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 1713 BUNN STREET (PIN: 21-09-479-014)

WHEREAS, the City of Bloomington, Illinois, ("City") is the owner and operator of a public drinking water utility that provides service to residents of the City, and beyond; and

WHEREAS, the premises at 1713 Bunn Street, described in Exhibit A ("PROPERTY"), is improved with a single-family residence that is unable to be occupied due to well failure resulting in the lack of a potable water source; and

WHEREAS, it is City policy not to provide new water service to properties that have not been annexed to the City, but the PROPERTY is not currently contiguous to the City and is unable to annex at this time; and

WHEREAS, the region is currently experiencing an unprecedented need for housing; and

WHEREAS, CITY staff are recommending a Water Service Agreement between the City and German Cornejo-Gonzalez ("AGREEMENT"), for the use of the public water system, which is attached hereto as Exhibit B; and

WHEREAS, the City Council finds that entering into an AGREEMENT for the use of the public water system on the PROPERTY that is within the extraterritorial jurisdiction of the City, to allow the occupancy and use of the existing residence, is in the public interest.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the AGREEMENT (Exhibit A), and any other documents necessary to administer such.

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

The South 45 feet of the North 90 feet of the East 200 feet of Lot 14 in East 1/2 of the Southeast 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian in the County of Mclean, State of Illinois, as transferred to CUSTOMER by Doc. No. 2025-0140, recorded in the McLean County Recorder's office,

PIN: 21-09-479-014
Address: 1713 Bunn Street, Bloomington, IL 61701

EXHIBIT B

WATER SERVICE EXTENSION AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Bloomington, Illinois, a Municipal Corporation, (hereinafter "CITY") and **GERMAN CORNEJO-GONZALEZ (**hereinafter "CUSTOMER"), owner(s) of the real property hereinafter described.

This Agreement shall be recorded upon having been executed by the parties and shall run with the land and bind subsequent owners of the land, their successors and assigns.

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY OBLIGATION. CITY agrees to permit customer to connect to the City water main located in the right-of-way for Bunn Street in order for CUSTOMER to obtain water service from the water reservoir and public water system of the CITY for the benefit of the property or properties, in McLean County, owned by CUSTOMER legally described as:

> The South 45 feet of the North 90 feet of the East 200 feet of Lot 14 in East 1/2 of the Southeast 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian in the County of Mclean, State of Illinois, as transferred to CUSTOMER by Doc. No. 2025-0140, recorded in the McLean County Recorder's office,
>
> **PIN# 21-09-479-014 a/k/a 1713 Bunn Street**, (hereinafter "PROPERTY").

2. CONNECTION FEE(S).

(A) In consideration for being allowed to connect to City's existing public water distribution main and public water system, CUSTOMER agrees to pay tap-on fees of one-thousand four-hundred nineteen dollars and nineteen cents (**$1,419.19**).

(B) At the election of CUSTOMER, tap-on fees may be paid in advance of the connection, or in three (3) installments. If CUSTOMER chooses to pay in installments, CUSTOMER agrees to pay as follows: the first installment is payable prior to the customer connecting to the water main; the second installment plus interest is due one year from the date of this AGREEMENT; and the third installment plus interest is due two (2) years from the date of this AGREEMENT. Interest on unpaid balances shall be 6%.

3. NON-PAYMENT. The CITY may disconnect water if any payment is more than 30 days past due.

4. INFRASTRUCTURE OWNERSHIP. CUSTOMER agrees that any extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her PROPERTY shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and services and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

5. PROPERTY OWNERSHIP. CUSTOMER certifies that **GERMAN CORNEJO-GONZALEZ,** owns the PROPERTY, and that there are no other parties who have any other right, title or

interest in said PROPERTY other than those who have signed below and who have thereby made themselves parties to this AGREEMENT.

6. ANNEXATION REQUIRED. As a covenant running with the land of the PROPERTY, CUSTOMER agrees that in the event any portion of the above-described PROPERTY hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will, within one hundred eighty (180) days after the CITY adopts a Resolution requiring them to do so, annex said PROPERTY to the City of Bloomington by petition or if required by the CITY, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said PROPERTY and may refuse and continue to refuse water service to such PROPERTY until all such annexations have been completed.

6. PARTICIPATION IN IMPROVEMENT. This AGREEMENT does not affect the operation of CITY ordinances. At the time of annexation, CUSTOMER may be required to, and agrees to:

- **(A)** Dedicate street right-of-way abutting the PROPERTY in such amounts as may be required in the then current street plan;
- **(B)** Dedicate any utility easements requested by the CITY at that time;
- **(C)** Participate financially in the cost of making improvements affecting the PROPERTY, as required by relevant laws and regulations at that time.

8. SOLE BENEFICIARY. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

9. NOTICES. Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

To the City of Bloomington, Illinois ("CITY"):
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To German Cornejo-Gonzalez ("CUSTOMER"):
2104 Fox Creek Road
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. GENERAL PROVISIONS

The following general provisions shall apply to this AGREEMENT:

- **(A)** Time of the Essence. Time is of the essence in the performance of this AGREEMENT.
- **(B)** Non-Waiver. The CITY shall be under no obligation to exercise any of the rights granted to it in this AGREEMENT. The failure of the CITY to exercise at any time any right

granted to the CITY shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the CITY's right to enforce that right or any other right.

(C) Consents. Unless otherwise provided in this AGREEMENT, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this AGREEMENT, or of any duly authorized officer, employee, agent, or representative of any party to this AGREEMENT, is required in this AGREEMENT, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

(D) Governing Law. This AGREEMENT shall be governed by, and enforced in accordance with, the laws of the State of Illinois, but not the conflicts of laws rules, of the State of Illinois.

(E) Severability. It is hereby expressed to be the intent of the parties to this AGREEMENT that should any provision, covenant, agreement, or portion of this AGREEMENT or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this AGREEMENT and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this AGREEMENT to the greatest extent permitted by applicable law.

(F) Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this AGREEMENT.

(G) Interpretation. This AGREEMENT shall be construed without regard to the identity of the party who drafted the various provisions of this AGREEMENT. Moreover, each and every provision of this AGREEMENT shall be construed as though all parties to this AGREEMENT participated equally in the drafting of this AGREEMENT. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this AGREEMENT.

(H) Amendments and Modifications. No amendment or modification to this AGREEMENT shall be effective until it is reduced to writing and approved and executed by all parties to this AGREEMENT in accordance with all applicable statutory procedures.

(I) Changes in Laws. Unless otherwise provided in this AGREEMENT, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

(J) Authority to Execute. The CITY hereby warrants and represents to the CUSTOMER that the Persons executing this AGREEMENT on its behalf have been properly authorized to do so by the Corporate Authorities. The CUSTOMER hereby warrants and represents to the CITY (i) that they are the record and beneficial owner of fee simple title to the PROPERTY, (ii) except for a mortgage on the PROPERTY, no other person has any legal, beneficial, contractual, or security interest in the PROPERTY and, (iii) that it has the full and complete right, power, and authority to enter into this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT and to bind the PROPERTY as set forth in this AGREEMENT, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this AGREEMENT have been taken, and (v) that neither the execution of this AGREEMENT nor the performance of the obligations assumed by the CUSTOMER will (a) result in a breach or default under any agreement to which the CUSTOMER is a party or to which it or the PROPERTY is bound or (b) violate any statute, law, restriction, court order, or agreement to which the CUSTOMER or the PROPERTY is subject.

(K) Enforcement. The parties to this AGREEMENT may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this AGREEMENT; provided, however, that the CUSTOMER agrees that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the CITY, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this AGREEMENT.

(L) No Third-Party Beneficiaries. No claim as a third-party beneficiary under this AGREEMENT by any Person shall be made, or be valid, against the CITY or the CUSTOMER.

(M) Recording. After the CUSTOMER has paid to the City an amount sufficient to cover the cost of recording this AGREEMENT, the City shall promptly cause this AGREEMENT to be recorded in the office of the Recorder of McLean County.

(N) Occupancy Permits. In addition to any other remedies permitted by this AGREEMENT, the failure of CUSTOMER to meet any obligation set forth within this AGREEMENT shall be cause for the CITY to deny and/or revoke any occupancy permit issued on the Premises.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

Germán Cornejo
German Cornejo-Gonzalez, CUSTOMER

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Socorro Maria Alvarez a Notary Public in and for said County in the State aforesaid, do hereby certify that German Cornejo-Gonzalez personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this 29 day of April, 2026, A.D.

OFFICIAL SEAL
SOCORRO MARIA ALVAREZ
NOTARY PUBLIC, STATE OF ILLINOIS
MCLEAN COUNTY
MY COMMISSION EXPIRES 07/08/2026

Socorro Maria Alvarez
(Notary Public)
My Commission Expires: 07/08/2026

CITY OF BLOOMINGTON

Jeff Jergens, City Manager

ATTEST

Leslie Smith-Yocum, City Clerk

MCRDEC31'24 9:12AM

THIS DOCUMENT PREPARED BY:
Amanda Willette
Attorney at Law
2304 Stern Drive
Bloomington, IL 61704

MAIL TAX BILL TO:
German Cornejo-Gonzalez
2104 Fox Creek Rd
Bloomington, IL 61701

MAIL RECORDED DEED TO:
German Cornejo-Gonzalez
2104 Fox Creek Rd.
Bloomington, IL 61701

Type: OFFICIAL RECORDS
Recorded: 1/3/2025 1:09:36 PM
Fee Amt: $148.00 Page 1 of 2
IL Rental Housing Fund: $18.00
State Stamp Fee: $58.00
County Stamp Fee: $29.00
McLean County, IL
Kathy Michael County Clerk\Recording Div.

File# 2025-00000140

Alliance Land Title
File No. 24-2388FS

Warranty Deed
Statutory (Illinois)

THE GRANTOR(S), **Michelle A. Harris, a single person, of the City of Bloomington, State of IL**, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, in hand paid, CONVEY AND WARRANT to **German Cornejo-Gonzalez, a Married Person, of 2104 Fox Creek Rd., Bloomington, IL 61701**, all interest in the following described real estate (together with any improvements thereon) (collectively, the "Property") situated in the County of McLean, State of Illinois, to wit:

The South 45 feet of the North 90 feet of the East 200 feet of Lot 14 in East 1/2 of the South East 1/4 of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian in the County of Mclean, State of Illinois

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Subject, however, to the general taxes for the year of **2024** and thereafter, to all instruments, covenants, restrictions, conditions, exceptions and liens of record, and subject to the rights or claims of parties in possession under recorded leases, applicable zoning laws, ordinances, regulations or subdivision indentures, and any facts or exceptions which an accurate survey or inspection of the above described Property would show.

Permanent Index Number(s): **21-09-479-014**

Property Address: **1713 Bunn St., Bloomington, IL 61701**

Dated this 27 day of December, 2024

Michelle A. Harris

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Michelle A. Harris**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 27 day of December, 2024

Notary Public

My commission expires: _____

Official Seal
DENNIS WAYNE STEVENSON
Notary Public, State of Illinois
Commission No. 995480
My Commission Expires August 19, 2028

Consent Agenda Item No. 7.L.

For City Council: May 11, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving a Memorandum of Understanding and Agreement Between the City of Bloomington and Crawford, Murphy & Tilly, Inc., Related to Cost Sharing for the Downtown Streetscape North Main Plaza Sewer Remediation, in the amount of $120,008.54, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: If approved, the City will move forward with a Memorandum of Understanding ("MOU") that has been negotiated in which the City and Crawford, Murphy & Tilly, Inc. ("CMT") agree to split the remediation cost for the Downtown Streetscape North Main Plaza Sewer Remediation equally, with each responsible for $120,008.54. CMT's share will be provided through credits applied to current and future City project invoices, including the Downtown Streetscape Phase 1 project or other City projects as mutually agreed. The MOU also includes a release of future claims related to this specific sewer reroute. Approval of the MOU will resolve the cost-sharing for the sewer remediation and allow both parties to move forward cooperatively.

During the design phase of the Downtown Streetscape North Main Plaza project, CMT completed a topographic survey based on utility information provided through the Joint Utility Locating Information for Excavators ("JULIE") locate process, and a 42-inch City-owned sewer was not marked by the City at that time. A subsequent field check to review proposed column locations and potential utility conflicts also showed no indication of the sewer. The City later provided sewer maps showing the sewer's location, and CMT incorporated that information into several plan sheets. However, the column locations for the plaza structure were not shown on those same sheets, and, therefore, no conflict between the planned drilled shafts and the sewer was identified during design review.

Before construction drilling began, the subcontractor again requested a JULIE locate as required, and the 42-inch sewer was still not marked. Although the construction plans directed

the contractor to verify utility locations with utility owners, the unmarked sewer remained unidentified. As a result of this sequence of events, when the subcontractor drilled a shaft for one of the plaza support columns on October 29, 2025, the shaft intersected the City's unmarked 42-inch combined sewer. To continue construction and restore sewer service, the City developed a plan to reroute the 42-inch sewer around the planned column. Stark Excavating completed the sewer reroute work, and the City paid the full remediation cost of $240,017.07.

The City and CMT have since reviewed the events leading to the damage and agreed that resolving the matter cooperatively is in the best interest of both parties and their ongoing project work. While neither party admits fault, both recognize the benefit of sharing the remediation cost.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If the Item is approved, Cost Sharing for the Downtown Streetscape North Main Plaza Sewer Remediation, with each party responsible for $120,008.54 in total will occur. CMT's share will be provided through credits applied to current and future City project invoices, including the Downtown Streetscape Phase 1 project or other City projects, as mutually agreed. The City has already paid the $240,017.07 to Stark Excavating out of the contingency included in the project awarded by the City Council on July 14, 2025, as part of Item 9A.

Attachments:

1. Resolution
2. Resolution - Exhibit A - MOU and Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND CRAWFORD, MURPHY & TILLY, INC., RELATED TO COST-SHARING FOR THE DOWNTOWN STREETSCAPE NORTH MAIN PLAZA SEWER REMEDIATION, AT A COST TO THE CITY IN THE AMOUNT OF $120,008.54

WHEREAS, City staff are recommending approval of a Memorandum of Understanding (Exhibit A) with Crawford, Murphy & Tilly, Inc. ("CMT"), to share equally in the remediation cost for the unmarked 42-inch sewer struck during construction of the Downtown Streetscape North Main Plaza project; and

WHEREAS, the City developed and completed the necessary sewer reroute work through its contractor, Stark Excavating, at a total cost of $240,017.07, which has been paid by the City; and

WHEREAS, the City and CMT have negotiated a Memorandum of Understanding to resolve all potential related claims, under which the parties agree to share equally in the remediation cost, with each responsible for $120,008.54; and

WHEREAS, under the Memorandum of Understanding, CMT's share will be satisfied through credits applied to the City's current or future project invoices, and the City will release CMT from any future liability or expense related to the sewer reroute incident; and

WHEREAS, the City Council finds it to be in the best interest of the City to approve the Memorandum of Understanding.

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 designee, is authorized to execute the Memorandum of Understanding and take all actions necessary to implement its terms, including applying and recording credits associated with CMT's cost share.

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Between

CRAWFORD, MURPHY & TILLY, INC.

and

THE CITY OF BLOOMINGTON, ILLINOIS

This Memorandum of Understanding (MOU) sets forth the terms and understanding between CRAWFORD, MURPHY & TILLY, INC. (hereafter "CMT") and THE CITY OF BLOOMINGTON, ILLINOIS (hereafter "CITY" and collectively with CMT referred to as the "Parties") regarding the Parties' participation in the cost of the combined sewer relocation, resulting from a conflict between a drilled shaft and an existing 42" sewer line that occurred on October 29th, 2025, described in greater detail below.

Background

On April 8th, 2024, the CITY Council approved a resolution authorizing CMT to design the "North Main Streetscape" project in Downtown Bloomington. The project included the design of a plaza located at the 600 block of North Main Street that included a lighted steel ring structure, suspended above the plaza and supported by three columns.

During the design process, the location of the columns required to support the ring structure was determined by CMT. The design included coordination with utility companies to obtain the location of underground utilities to avoid conflict between the drilled shafts for those columns and the existing utilities. CMT initially designed the location of the columns based on information from a topographic survey that had been performed by CMT between April and May of 2024. The topographic survey incorporated all markings of underground utilities that were marked by utility companies, through the Joint Utility Locating Information for Excavators (JULIE) process (aka Common Ground). The CITY-owned 42" sewer line was not marked during the utility locate, and CMT's topographic survey did not include the location of that sewer line.

CMT conducted a field check in May of 2024 to review the locations of the proposed columns to validate potential conflicts with any located utilities. The 42" sewer was not marked during the JULIE process and based on the field check it was determined that there was no apparent conflict of the proposed columns with any existing utilities.

During data collection, the CITY provided CMT with copies of sewer maps showing the location of the 42" sewer. Based on the sewer maps provided, the location was included by CMT on the following sheets in the Construction Drawings prepared for the project: C-112 (EXISTING CONDITIONS), C-122 (DEMOLITION PLAN), C-145(GRADING PLAN - N MAIN PLAZA), C-202&203 (PLAN & PROFILE - DRAINAGE), and C-213 (WATERMAIN - PLAN & PROFILE). The three support columns alongside the sewer location were not included on these sheets, and the conflict was not identified prior to construction.

On October 29th, 2025, Illini Drilling, a subcontractor for the project, drilled a shaft for a proposed column through the 42" sewer. Per the requirements in the contract documents, Illini Drilling had requested a JULIE locate in advance of drilling the shaft. The ensuing JULIE locate did not identify the CITY owned 42" sewer.
In addition to the requirements that JULIE be contacted by the Contractor prior to any excavation, copies of the plans had been made available to utility owners to review for potential conflict. The construction

plans included General Notes (Sheet G-002) advising the Contractor that utility locations shown were approximate and that prior to construction, in addition to the JULIE process, the Contractor was required to coordinate existing locations with the Utility Owner to have all locations shown prior to the start of construction and be responsible for all utilities.

To address the damaged sewer and to accommodate the construction plans, the CITY developed a plan to re-route the 42" sewer around the column location. The Prime Contractor, Stark Excavating, completed the associated work and later issued an invoice for the work (#25156-27-7) on December 31, 2025, in the amount of $240,017.07 ("Remediation Cost"), and amount the Parties acknowledge has been paid for by the City.

Disclaimer

The Parties acknowledge and recognize that each may have played a potential role in the events described herein and that differences have arisen between them regarding the circumstances surrounding the alleged loss. The Parties further acknowledge that they maintain an ongoing business relationship that each values and desires to continue. Notwithstanding these acknowledgements, the Parties expressly deny any and all liability, fault, or wrongdoing of any kind. The Parties enter into this Agreement solely for the purpose of resolving their differences in a manner that allows their business relationship to continue productively. Nothing in this Agreement shall be construed as an admission of liability by either Party.

Agreement

To resolve any and all potential claims of liability, the Parties, as consideration for the promises and agreements established herein, agree to share equally in the Remediation Cost, with each party contributing the amount of $120,008.54 (representing 50% of Stark Invoice No. 25156-27-7). The CITY further agrees to release CMT from any responsibility for future liability or expense arising out of or related to the sewer re-route described above. CMT's $120,008.54 contribution to the CITY will be satisfied, in whole or in part, through CMT providing credit toward the current Downtown Streetscape Phase 1 project professional service fees or other fees currently owed by the city, as may be mutually agreed upon. To address this in the most efficient and expeditious manner, such credit(s) may be applied to various other City projects or payables, as agreed by the City.

Term of Agreement

This Agreement will remain in effect until completion of the Downton Streetscape project and payment of all costs, or allocation of all credits, as required herein.

_____ Date: 4/27/26

Ty Sander on behalf of
CRAWFORD, MURPHY & TILLY, INC.

_____ Date: _____

_____ on behalf of
(CITY OF BLOOMINGTON)

Consent Agenda Item No. 7.M.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving an Amendment to the Amended and Restated Lease Agreement Setting the Lease Payment Amounts for 2026 with the Public Building Commission of McLean, as requested by the Administration - Facilities Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: The City of Bloomington is a party to an Amended and Restated Lease Agreement with the County of McLean and the Public Building Commission of McLean County, whereby the Public Building Commission ("PBC") leases certain facilities to McLean County and the City.

The Amended and Restated Lease Agreement establishes, among other responsibilities, the respective obligations of the City and County to pay rent to the PBC. Due to changes in the respective obligations of the County and the City from year to year, the rent owed per the revised lease is adjusted each year to reflect each party's obligation to the PBC. This adjustment is established annually by amendment to the Amended and Restated Lease Agreement. The City's obligation under this Amendment is based on its agreement to pay 50% of the budgeted O&M for the Government Center.

The PBC, the County, and the City desire to amend the Amended and Restated Lease Agreement in order to decrease the rental payments of the County and increase the rental payments by the City for 2026. The rent amounts reflected in Exhibit A were previously approved by the Council through its regular budgeting process, and the attached amendment reflects the approved rental payments.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The financial terms are set forth in the attached Ordinance and Exhibit A. The Calendar Year 2026 (City Fiscal Year 2027) amount of $859,450 will be paid from the Government Center-Repair/Maintenance Building account (10015485-70510). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 257.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - 2026 Amendment

ORDINANCE NO. 2026 - ___

AN ORDINANCE APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT SETTING THE LEASE PAYMENT AMOUNTS FOR 2026 WITH THE PUBLIC BUILDING COMMISSION OF MCLEAN

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington is a party to an Amended and Restated Lease Agreement ("Lease") with the County of Mclean and the Public Building Commission of McLean County (collectively the "Parties"), whereby the Public Building Commission ("PBC") leases certain facilities, including the Government Center and the Lincoln Parking Garage, to McLean County and the City; and

WHEREAS, the Lease establishes, among other responsibilities, the obligation of the City and County to pay rent to the PBC, and the annual schedule of rents is established annually by amendment to the Lease; and

WHEREAS, the Commission, the County, and the City desire to amend the Lease in order to adjust the rental payments of the County and City for the year 2026 (Exhibit A); and

WHEREAS, the amounts reflected in Exhibit A were approved by the Council through its regular budgeting process, and the attached amendment reflects the approved rental payments.

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 2026 Amendment to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington, and McLean County, attached hereto as Exhibit A, is hereby approved, and the Mayor and City Clerk are authorized to execute said Amendment.

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

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

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

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 11, 2025 (the *"Amendment"*), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the *"Commission"*), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the *"County"*) and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the *"City"*), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the *"Original Lease"*), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to alter the rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall equal or exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Refunding Bonds, Series 2024 (the *"2024 Bonds"*) and the Commission's Public Building Revenue Bonds, Series 2022 (the *"2022 Bonds"*); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the

2024 Bonds and 2022 Bonds, for all interest that may accrue on said bonds and for the costs of operations, maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	$10,000,000	$(5,516,111)	$ 4,483,889
2017	10,000,000	$(4,196,715)	$ 5,803,285
2018	10,000,000	$(4,111,689)	$ 5,888,311
2019	10,000,000	$(3,981,264)	$ 6,018,736
2020	10,000,000	$(3,674,562)	$6,325,438
2021	10,000,000	$(3,423,645)	$6,576,355
2022	10,000,000	$(2,545,470)	$7,454,530
2023	10,000,000	$(1,179,525)	$8,820,475
2024	10,000,000	$192,838	$10,192,838
2025	10,000,000	$2,091,297	$12,091,297
2026	10,000,000	$(112,655)	$9,887,345
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	$1,135,284	$(79,880)	$ 1,055,404
2017	1,140,301	$(73,983)	$ 1,066,318
2018	1,147,095	$(36,257)	$ 1,110,838
2019	1,153,134	$(94,074)	$ 1,059,060
2020	1,153,442	$(116,160)	$ 1,037,282
2021	598,155	$(122,662)	$ 475,493
2022	464,590	$ 67,357	$ 531,947
2023	458,700	$ 619,245	$ 1,077,945
2024	465,205	$1,052,994	$ 1,518,199
2025	471,808	$382,182	$ 853,990
2026	478,510	$380,940	$ 859,450
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS

ATTEST:

acting Secretary, Board of Commissioners

By: Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION of MCLEAN COUNTY ILLINOIS
CORPORATE SEAL
EST. SEPTEMBER 12, 1967

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

County Clerk

By: Chair, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

ATTEST:

City Clerk

By: Mayor

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and Robert W. Porter personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Acting Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of January, 2026.

Illinois Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
ANNETTE G. COLE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/23/2028

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Elizabeth Johnston and Kathy Michael, personally known to me to be respectively the Chair of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of December, 2025.

OFFICIAL SEAL
JULIE ANN MORLOCK
Notary Public - State of Illinois
Commission No. 982787
My Commission Expires December 6, 2027

(NOTARIAL SEAL)

Illinois Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Dan Brady and Leslie Yocum, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20___.

_____
Illinois Notary Public

(NOTARIAL SEAL)

Consent Agenda Item No. 7.N.

For City Council: May 11, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance (1) Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2027, in the Amount of $1.12 Million; and (2) Approving the Payment of $1.4 Million per Terms of a Redevelopment Agreement with UEP Bloomington, LLC, to Redevelop the Former State Farm Fire Building in Downtown Bloomington, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 2: Housing. As a component of community revitalization, this includes addressing blight, preserving existing housing, supporting rehabilitation, advancing housing affordability, promoting proactive code enforcement, and improving residents' sense of safety and stability in their homes and neighborhoods. The need for additional housing within the community includes but is not limited to affordable housing, market-rate housing, and housing for seniors.

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background:

This budget amendment authorizes a $1.4 million payment from the City's General Fund to UEP Bloomington, LLC, per the terms of our amended redevelopment agreement approved in March 2026 to redevelop the former State Farm Fire Building in Downtown Bloomington. There is no new net cost to the City, as the City has already received a corresponding $1.4 million State of Illinois grant contemplated in the agreement that was originally secured for this project, with the grant funds authorized for other uses due to timing constraints and other requirements.

Under Section 3(A) of the amended Redevelopment Agreement, the City is obligated to provide a $1.4 million forgivable loan to the developer upon receipt of the grant. Accordingly, this budget amendment appropriates General Fund dollars to fulfill the City's obligation to the developer, with the State grant serving as a replacement funding source for the planned Public Works Campus.

This payment supports continued progress on the redevelopment of the historic State Farm Fire building into a mixed-use development that will include:

- Approximately 183 residential units across multiple phases,

- A food hall and multiple food and beverage establishments, including Starbucks
- Retail storefront space, including ground-floor commercial uses,
- A top floor restaurant,
- Public parking in the former Auto Hotel across the street, and
- Resident amenities such as a fitness center and rooftop deck

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will amend the FY 2027 Budget by $1.12 million as $280,000 was already accounted for UEP Bloomington, LLC, and process a $1.4 million payment from the Economic Development-Rebate account (10019170-79070) within the City's General Fund to UEP Bloomington, LLC, now that the City has received a corresponding grant in an equal amount from the State of Illinois. Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 238. Details on the Budget Amendment can be located in the "Exhibit A".

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Budget Amendment

ORDINANCE NO. 2026 - ____

AN ORDINANCE (1) AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, IN THE AMOUNT OF $1.12 MILLION; AND (2) APPROVING THE PAYMENT OF $1.4 MILLION PER TERMS OF A REDEVELOPMENT AGREEMENT WITH UEP BLOOMINGTON, LLC, TO REDEVELOP THE FORMER STATE FARM FIRE BUILDING IN DOWNTOWN BLOOMINGTON

WHEREAS, on April 14, 2026, by Ordinance No. 2026-034, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2026, and ending April 30, 2027, which was approved by Mayor Dan Brady on April 14, 2026; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2027 Budget in the General Fund Budget to utilize reserves in the amount of $1,120,000, for a payment of $1,400,000 to UEP Bloomington, LLC, per terms of the Redevelopment Agreement approved by City Council on March 23, 2026, as requested by Development Services and Finance Departments.

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

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

SECTION 2. Ordinance No. 2026-034 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2027) is hereby amended by inserting the following line items and the amount presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance No. 2026-034 shall remain in full force and effect.

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

SECTION 5. This Ordinance shall take effect immediately after approval.

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

PASSED this 11th day of May 2026.

APPROVED this ___ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY 2027 Budget Amendment - Exhibit A

Account #	Fund	Account Description		Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	$	(1,120,000.00)
10019170-79070	General	Economic Development-Rebates	$	1,120,000.00
		Net Transaction:	**$**	**-**

Consent Agenda Item No. 7.O.

For City Council: May 11, 2026

Ward Impacted: Ward 8

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Vale Commons Subdivision Redivision I, for the Property Commonly Known as 3211 Ireland Grove Road (PINs: 21-13-201-001 & 21-13-201-002), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 1: Infrastructure. Improving and maintaining the City's infrastructure, including water, sewer, streets, sidewalks, and other physical assets. This priority includes identifying and prioritizing maintenance needs, defining service levels in line with City appropriations, understanding and communicating costs, reducing backlogged maintenance, and ensuring residents can rely on safe, functional infrastructure.

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: The Applicant seeks approval of a resubdivision of Lot 1 and Outlot A into a single Lot of Record, with associated easements and reserved right of way. This replat is necessary to facilitate expansion of the facility onto a portion of the property that is currently an Outlot. Access from Ireland Grove Road currently exists. A public sewer main required along the public frontage was not installed upon initial development, but it will be installed as a requirement of this plat in order to provide service to additional properties to the east. Tap-on fees (see attached memo) are due prior to recording of the approving Ordinance. City Staff have no objections to the Plat.

Community Groups/Interested Persons Contacted: N/A

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

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. Tap-on Memo
4. Plat Location Map
5. Petition
6. Owner's Certificate

7. County Clerk's Certificate
8. School District Certificate
9. Drainage Certificate

ORDINANCE NO. 2026 - ___

AN ORDINANCE APPROVING THE FINAL PLAT OF VALE COMMONS SUBDIVISION REDIVISION I, FOR THE PROPERTY COMMONLY KNOWN AS 3211 IRELAND GROVE ROAD (PINS: 21-13-201-001 & 21-13-201-002)

WHEREAS, there was heretofore filed with the City of Bloomington ("City"), McLean County, Illinois, a Petition for approval of the Final Plat of *Vale Commons Subdivision Redivision I*, for the property legally described in Exhibit A ("PROPERTY"), commonly known as 3211 Ireland Grove Road; and

WHEREAS, said Petition included a Final Plat prepared by Jeremy L. Smith, Illinois Professional Land Surveyor No. 3804, of Martin Engineering Company, dated April 21, 2026, depicted in Exhibit B ("PLAT"); and

WHEREAS, the subject PROPERTY is within the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, an unconstructed public sanitary sewer main on the PROPERTY and tap-on fees associated with public water and sewer are the financial obligation of the property owner; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final PLAT meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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

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

SECTION 2. The Final PLAT of *Vale Commons Subdivision Redivision I*, dated April 21, 2026, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications and corrections.

SECTION 3. Prior to the recording of the PLAT, the necessary tap-on fees shall be paid by the property owner and the conditions in Section 1 (Public Sewer Improvements) of the Covenants for the subdivision shall be met.

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

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

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

PASSED this 11th day of May, 2026.

APPROVED this ___ day of May, 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows:

Commencing at an iron pin found at the Northwest corner of said Northeast quarter of Section 13, per Document Number 2016-00003732 recorded in the McLean County Recorder's Office; thence South 00 degrees 26 minutes 13 seconds East on the West line of said Northeast Quarter, a distance of 62.54 feet to an iron pin found at the Northwest corner of Outlot A of Vale Commons Subdivision, recorded as Document Number 2017-00011047 in the McLean County Recorder's Office, said point on the South right of way line of Ireland Grove Road, and the point of beginning.

From said point of beginning: thence North 83 degrees 06 minutes 46 seconds East on said South right of way line, a distance of 137.07 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 349.89 feet to an iron pin set; thence South 88 degrees 25 minutes 36 seconds East on said South right of way line, a distance of 100.13 feet to an iron pin set; thence South 83 degrees 41 minutes 40 seconds East on said South right of way line, a distance of 75.66 feet to an iron pin set; thence North 87 degrees 26 minutes 16 seconds East on said South right of way line, a distance of 225.06 feet to an iron pin set; thence North 83 degrees 00 minutes 01 seconds East on said South right of way line, a distance of 100.50 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 79.61 feet to an iron pin set in concrete at the Northeast corner of Lot 1 of said Vale Commons Subdivision; thence south 01 degrees 18 minutes 28 seconds East on the East line of said Vale Commons Subdivision, a distance of 1454.31 feet to an iron pin set in concrete at the Southeast corner of said Outlot A: thence North 88 degrees 27 minutes 20 seconds West on the South line of said Vale Commons Subdivision, a distance of 1088.36 feet to an iron pin found at the Southwest corner of said Outlot A on aforementioned West line of the Northeast Quarter of Section 13; thence North 00 degrees 26 minutes 13 seconds West on said West line, a distance of 1387.29 feet to the point of beginning. Containing 1,531,474.316 square feet (35.158 acres), more or less.

Address: 3211 Ireland Grove Road
PINs: 21-13-201-001 & 21-13-201-002

EXHIBIT B

VALE COMMONS SUBDIVISION REDIVISION I

BLOOMINGTON, ILLINOIS
FINAL PLAT

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "VALE COMMONS SUBDIVISION REDIVISION I", presented, passed and approved at a regular meeting of said City Council, held on the _____ day of _____, 2026, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, 2026.

_____
City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the plat and the plans and specifications therefore meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2026.

_____
City Engineer
Bloomington, Illinois

SANITARY SEWER EASEMENT LINE CHART

LINE	BEARING	DISTANCE
A	S01°18'28"E	15.04'
B	S84°44'28"W	368.72'
C	N86°26'29"W	237.41'
D	N04°33'42"E	29.95'
E	N88°42'39"E	20.11'
F	S04°33'42"W	16.65'
G	S86°26'29"E	215.99'
H	N84°44'28"E	368.60'

NOTES

1. FIELD WORK COMPLETED APRIL, 2026.
2. BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 – ILLINOIS EAST ZONE – U.S. SURVEY FEET) (GEOID 18)
3. THE PROPOSED SUBDIVISION NAME IS VALE COMMONS SUBDIVISION REDIVISION I.
4. THE PROPERTY BEING SUBDIVIDED IS THE SAME AS VALE COMMONS SUBDIVISION DESCRIBED IN DOCUMENT 2017–00011047 RECORDED AT THE MCLEAN COUNTY RECORDER'S OFFICE.
5. THE TOTAL AREA TO BE INCLUDED IN THE SUBDIVISION IS 35.158 ACRES, MORE OR LESS.
6. THIS SUBDIVISION IS PART OF P.I.N. 21–13–201–001 AND 21–13–201–002.
7. THE LINEAR FRONTAGE PERPENDICULAR AND PARALLEL TO THE CENTERLINE OF IRELAND GROVE ROAD IS ±1066.00 AND SHOWN HEREON.
8. AN 81' WIDE STRIP ON THE WEST SIDE OF THE SUBDIVISION AND 110' WIDE STRIP ON THE EAST SIDE OF THE SUBDIVISION, ARE RESERVED FOR A FUTURE PUBLIC OR PRIVATE STREET. ONLY ONE OPTION MAY BE UTILIZED AND THE PROPERTY OWNER WILL MAKE THE FINAL DECISION AS TO WHICH ONE MAY BE USED. THE DETAILS OF EACH STRIP CAN BE FOUND IN THE APPROVED CONCEPT PLAN. THIS IS NOT A DEDICATION OF RIGHT OF WAY.
9. THE LIMITS OF THE 20.00' GENERAL UTILITY EASEMENT BEING VACATED SHOWN HEREON VACATES THE PORTION OF SAID GENERAL UTILITY EASEMENT DEPICTED ON EXHIBIT "B" DATED 11/28/2017 OF THE CITY OF BLOOMINGTON'S ORDINANCE 2018–02.

OWNER/SUBDIVIDER

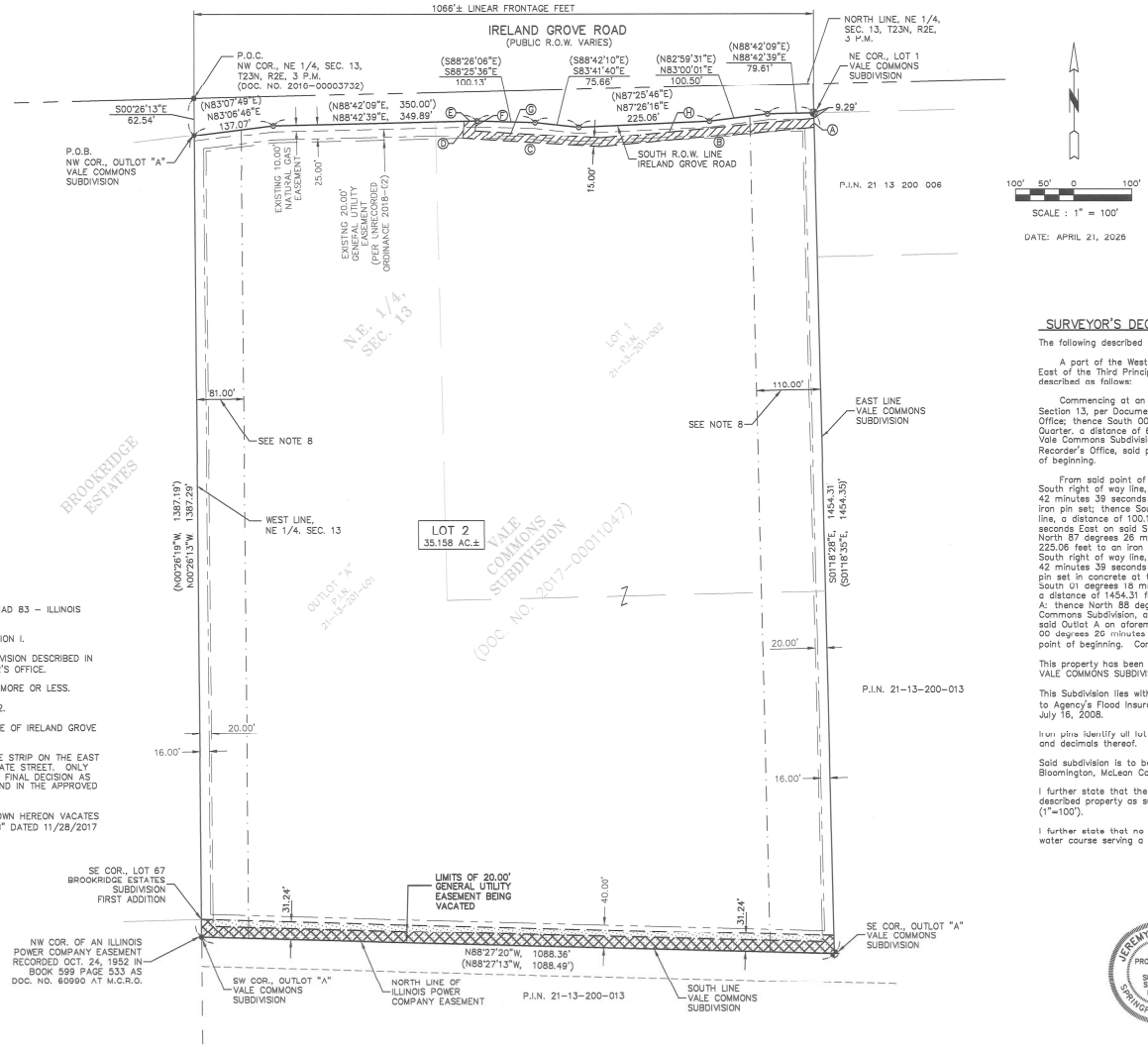
VALE COMMUNITY CHURCH
3211 IRELAND GROVE ROAD
BLOOMINGTON, ILLINOIS 61704
PHONE: (309) 662–8508

ENGINEER & LAND SURVEYOR

MARTIN ENGINEERING COMPANY
3695 S. 6th ST. FRONTAGE RD. WEST
SPRINGFIELD, ILLINOIS 62703
CONTACT: PHIL MARTIN (217) 698–8900

LEGAL DESCRIPTION

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BLOOMINGTON, McLEAN COUNTY, ILLINOIS.



LEGEND

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- 100.00' – MEASURED DISTANCE (THIS SURVEY)
- (100.00') – RECORD OR DEED DISTANCE
- S01°18'28"E – MEASURED BEARING (THIS SURVEY)
- (S01°18'35"E) – RECORD OR DEED BEARING
- 5/8" IRON PIN FOUND
- 5/8" IRON PIN SET
- IRON PIN SET IN CONCRETE
- EXISTING 10' NATURAL GAS EASEMENT
- SETBACK LINE
- EXISTING 20' GENERAL UTILITY EASEMENT (PER ORDINANCE 2018–02)
- RESERVATION LINE (SEE NOTE 8)
- PERMANENT DRAINAGE AND UTILITY EASEMENT (THE DEPICTED AREA MAY BE DEDICATED OR TRANSFERRED TO THE CITY OF BLOOMINGTON AT THE CITY'S REQUEST)
- PERMANENT SANITARY SEWER EASEMENT
- LAND OWNERSHIP TIE
- LIMITS OF GENERAL EASEMENT AREA BEING VACATED

SURVEYOR'S DECLARATION

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

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows:

Commencing at an iron pin found at the Northwest corner of said Northeast Quarter of Section 13, per Document Number 2016–00003732 recorded in the McLean County Recorder's Office; thence South 00 degrees 26 minutes 13 seconds East on the West line of said Northeast Quarter, a distance of 62.54 feet to an iron pin found at the Northwest corner of Outlot A of Vale Commons Subdivision, recorded as Document Number 2017–00011047 in the McLean County Recorder's Office, said point on the South right of way line of Ireland Grove Road, and the point of beginning.

From said point of beginning; thence North 83 degrees 06 minutes 46 seconds East on said South right of way line, a distance of 137.07 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 349.89 feet to an iron pin set; thence South 88 degrees 25 minutes 36 seconds East on said South right of way line, a distance of 100.13 feet to an iron pin set; thence South 83 degrees 41 minutes 40 seconds East on said South right of way line, a distance of 75.66 feet to an iron pin set; thence North 87 degrees 26 minutes 16 seconds East on said South right of way line, a distance of 225.06 feet to an iron pin set; thence North 83 degrees 00 minutes 01 seconds East on said South right of way line, a distance of 100.50 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 79.61 feet to an iron pin set in concrete at the Northeast corner of Lot 1 of said Vale Commons Subdivision; thence South 01 degrees 18 minutes 28 seconds East on the East line of said Vale Commons Subdivision, a distance of 1454.31 feet to an iron pin set in concrete at the Southeast corner of said Outlot A; thence North 88 degrees 27 minutes 20 seconds West on the South line of said Vale Commons Subdivision, a distance of 1088.36 feet to an iron pin found at the Southwest corner of said Outlot A on aforementioned West line of the Northeast Quarter of Section 13; thence North 00 degrees 26 minutes 13 seconds West on said West line, a distance of 1307.29 feet to the point of beginning. Containing 1,531,474.316 square feet (35.158 acres), more or less.

This property has been subdivided into 1 lot, numbered 2. Said subdivision is to be known as VALE COMMONS SUBDIVISION REDIVISION I, in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas determined to be outside 500–year floodplain) according to Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, dated July 16, 2008.

Iron pins identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

Said subdivision is to be known as Vale Commons Subdivision Redivision I in the City of Bloomington, McLean County, Illinois.

I further state that the foregoing plat accompanying this certificate correctly represents the above described property as subdivided, and is drawn to a scale of 1 inch equals one hundred feet (1"=100').

I further state that no portion of said subdivision lies within 500 feet of any surface drain or water course serving a tributary area of 640 acres or more.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

I HEREBY CERTIFY THAT, IN THE MONTH OF APRIL, 2026, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

JEREMY L. SMITH 3804 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS SPRINGFIELD, ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
DATE SIGNED : APRIL 21, 2026
LICENSE EXP. DATE : NOV. 30, 2026

G:\jobs\2023\23189\Survey\23189–V–PLAT–FINL.dwg, PLAT

MEMORANDUM

May 1, 2026

TO: Alissa Pemberton, Planning Manager
FROM: Steven J. Law, Senior Civil Engineer
RE: Vale Commons Subdivision Redivision I
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the owner/developer before releasing for recording: **Vale Commons Subdivision Redivision I** approved by City Council on May 11, 2026.

A. Performance Guarantee:

Refer to the Covenants portion of the Owner's Certificate. The bond or letter of credit shall be in the following amount, as required.
110% of incomplete public improvement construction costs: **$ 220,855.80**

B. Tap-On Fees:

There are tap-on fees now due for **Vale Commons Subdivision Redivision I** *:

		Code	Principal	Interest‡	Total
1	White Eagle Outfall Sewer	51101101-57320	$9,956.28	$10,727.61	$20,683.89
2	Ireland Grove Rd. Outfall Sewer	51101101-57320	$4,348.72	$12,872.21	$17,220.93
3	SE Pump Station & East Side Interceptor	51101101-57320	$10,299.60	$12,228.83	$22,528.43
4	Ireland Grove Rd. Watermain	50100120-57320	$52,544.28	$0.00	$52,544.28
	Total		$77,148.88	$35,828.65	**$112,977.53**

*Tap-on fees for all of Outlot "A" in the Vale Commons Subdivision are now due.
Area: 22.888 Acres
Ireland Grove Road frontage: 415.83 Feet

1) White Eagle Outfall Sewer: $435/ac +interest‡ from 08/96
2) Ireland Grove Rd. Outfall Sewer: $190/ac +interest‡ from 12/76
3) SE Pump Station & East Side Interceptor: $450/ac +interest‡ from 09/94
4) Ireland Grove Rd. Watermain $126.36/ft. frontage on Ireland Grove Rd.

‡ Interest calculated based on the lower of 6% simple interest and CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

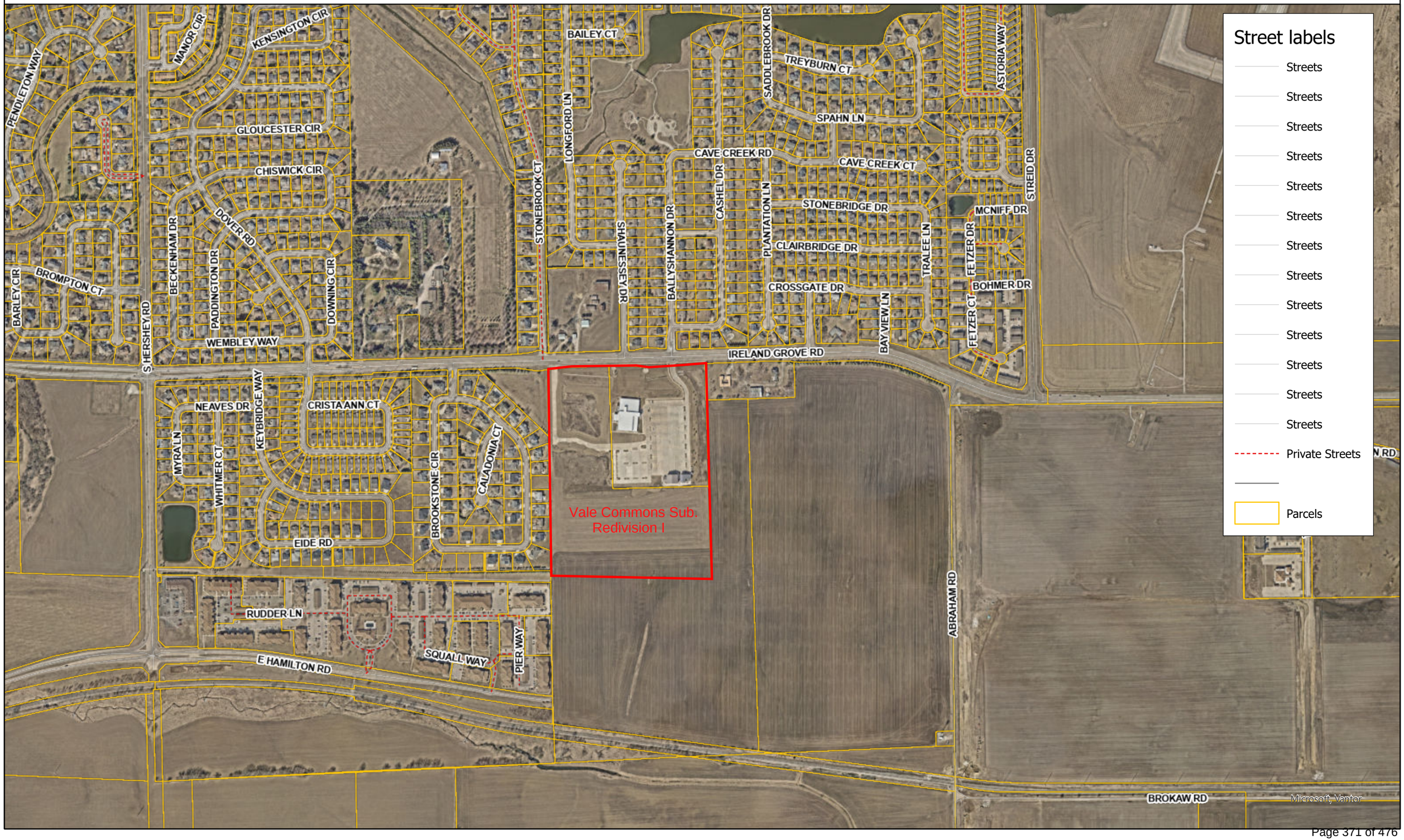
cc: Jim Karch, Director of Engineering, City Engineer
Dominic Kallas, Assistant City Engineer
Chris Tomerlin, Finance
File

CITY OF Bloomington ILLINOIS

VALE COMMONS SUBDIVISION REDIVISION I

0 0.13 0.25
mi

Date: 4/23/2026



Street labels

- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Streets
- Private Streets
- Parcels

PETITION FOR APPROVAL OF EXPEDITED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) VALE COMMUNITY CHURCH, hereinafter referred to as "Petitioner(s)", respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;

2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the subdivision of said property to be known and described as VALE COMMONS SUBDIVISION REDIVISION I;

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

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for VALE COMMONS SUBDIVISION REDIVISION I, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Name: Paul Frizzell
Title: Operations Director, Vale Church
Date: 4-24-26

EXHIBIT A

LEGAL DESCRIPTION
VALE COMMONS SUBDIVISON REDIVISION I

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows:

Commencing at an iron pin found at the Northwest corner of said Northeast quarter of Section 13, per Document Number 2016-00003732 recorded in the McLean County Recorder's Office; thence South 00 degrees 26 minutes 13 seconds East on the West line of said Northeast Quarter, a distance of 62.54 feet to an iron pin found at the Northwest corner of Outlot A of Vale Commons Subdivision, recorded as Document Number 2017-00011047 in the McLean County Recorder's Office, said point on the South right of way line of Ireland Grove Road, and the point of beginning.

From said point of beginning: thence North 83 degrees 06 minutes 46 seconds East on said South right of way line, a distance of 137.07 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 349.89 feet to an iron pin set; thence South 88 degrees 25 minutes 36 seconds East on said South right of way line, a distance of 100.13 feet to an iron pin set; thence South 83 degrees 41 minutes 40 seconds East on said South right of way line, a distance of 75.66 feet to an iron pin set; thence North 87 degrees 26 minutes 16 seconds East on said South right of way line, a distance of 225.06 feet to an iron pin set; thence North 83 degrees 00 minutes 01 seconds East on said South right of way line, a distance of 100.50 feet to an iron pin set; thence North 88 degrees 42 minutes 39 seconds East on said South right of way line, a distance of 79.61 feet to an iron pin set in concrete at the Northeast corner of Lot 1 of said Vale Commons Subdivision; thence south 01 degrees 18 minutes 28 seconds East on the East line of said Vale Commons Subdivision, a distance of 1454.31 feet to an iron pin set in concrete at the Southeast corner of said Outlot A: thence North 88 degrees 27 minutes 20 seconds West on the South line of said Vale Commons Subdivision, a distance of 1088.36 feet to an iron pin found at the Southwest corner of said Outlot A on aforementioned West line of the Northeast Quarter of Section 13; thence North 00 degrees 26 minutes 13 seconds West on said West line, a distance of 1387.29 feet to the point of beginning. Containing 1,531,474.316 square feet (35.158 acres), more or less.

PIN(S): 21-13-201-001
21-13-201-002

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Paul Frizzell, Operations Manager for VALE COMMUNITY CHURCH, hereby certify that we/I are the owner/s of the premises embodied in the attached Plat of VALE COMMONS SUBDIVISION REDIVISION 1 ("Plat") in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "VALE COMMONS SUBDIVISION REDIVISION 1" ("Subdivision") in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by JEREMY L. SMITH, Registered Illinois Land Surveyor Number 3804.

We, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicated the public use areas as shown on said Plat, where dedication is required or indicated on said Plat.

COVENANTS AND RESTRICTIONS

It is here provided that all conveyances of property hereinafter made in the Subdivision by the present of future owners of any of the lands described in the Surveyor's Certificate of the Subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable. Notwithstanding the foregoing, all property owners must recognized that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Bloomington, and all property owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

AREA OF APPLICATION

The covenants below, in their entirety, shall apply to all lots as shown on the Plat of the Subdivision.

COVENANTS

1. Public Sewer Improvements.
   A. The Property Owner shall be responsible for the extension of a public sanitary sewer main from the current terminus of the public main (Manhole 310650) near the center of the frontage, to the eastern property line, as indicated by the permanent sanitary sewer easement dedicated on the plat.

B. Any unconstructed portion of the sewer main obligation shall be constructed upon the desire of the Property Owner, or within six (6) months of the request of the City, whichever is earlier.

C. Prior to the recording of this plat, the Property Owner must either:
   (1) Submit design and construction documents for the sanitary sewer main, and have such approved by the City, or
   (2) Submit a bond or letter of credit for 110% of the estimated construction cost of the remaining public sewer obligation.
   (3) If the option to provide a bond or letter of credit is chosen, it may be terminated upon the submission and approval of final construction plans for the public main.

D. After construction and prior to the City's acceptance of the public the sanitary sewer, the property owner shall submit a bond or letter of credit for ten percent (10%) of the construction cost and shall hold such for one (1) year after acceptance, as a financial guarantee for any maintenance or replacement required during that time.

2. Waiver. The failure of any lot owner, the present owner of the Subdivision, or the City of Bloomington to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

3. Enforcement. Enforcement shall be by proceeds at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner or the City of Bloomington shall have the power to seek appropriate remedy for the enforcement of these covenants but shall not be required to do so. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorneys fees.

4. Duration. These covenants are to run with the land and shall be binding upon all parties and all persons claiming title under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part, except as provided for under Section 6 below.

5. Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or chargers herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired. In interpreting any provision of these covenants, the uses of singular and plural of masculine and feminine shall be presumed to include their opposites.

6. Authority to Release or Amend Covenants. The owners of legal sites or lots in the Subdivision shall have the authority at any time to release or amend all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth application to such area upon affirmative vote of a majority of such lots and upon the recording of such waiver, amendment, or release in the Recorder's Office of McLean County, Illinois, such restrictions, conditions, covenants, reservations, liens or charges shall no longer be required under the provisions herein set forth. Notwithstanding, these covenants shall not be altered, amended or release without the written approval of the City Council of the City of Bloomington.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 24 day of April, 2026.

Signature

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 24th day of April, 2026.

Felicia A. Evans
Notary Public

My commission expires 4-16-2027.

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/16/2027

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 21ST day of APRIL 2026, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

PIN: 21-13-201-001
PIN: 21-13-201-002

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Paul Frizzell as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as VALE COMMONS SUBDIVISION REDIVISION I, to the best of my knowledge, is located within the boundaries of MCLEAN COUNTY UNIT DISTRICT NO. 5 in McLean County, Illinois.

Dated this 22 day of April, 2026.

Owner/Developer

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

LAUREN WISE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 03, 2027

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

Given under my hand and notarial seal this 22 day of April, 2026.

Notary Public

My commission expires March 3, 2027.

DRAINAGE STATEMENT

I, Philip G. Martin, Registered Professional Engineer, and VALE COMMUNITY CHURCH, being the owner of the premises heretofore platted by Jeremy L. Smith, Illinois Professional Land Surveyor No. 3804 to be and become the VALE COMMONS SUBDIVISION REDIVISION I to the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

I, as Registered Professional Engineer, further certify that all or portions of the VALE COMMONS SUBDIVISION REDIVISION I are NOT within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

Registered Professional Engineer No. 48381

(Signature)

PHILIP G. MARTIN
048381
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

Exp. 11/30/27
Date: 4/22/26

Paul Frizzell, Operations Director - Vale Church

(Signature)

Consent Agenda Item No. 7.P.

For City Council: May 11, 2026

Ward Impacted: Ward 4

Subject: Consideration and Action on An Ordinance Approving a Special Use Permit for General Retail Sales for the Property Commonly Known as 716 E. Empire St., Suite 2 (PIN: 14-33-482-032), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background:

The Applicant seeks a Special Use Permit to allow General Retail Sales in the M-1 (Restricted Manufacturing) District, per § 44-602B, which indicates this Commercial use is allowed as a Special Use in the M-1 District. The Applicant currently operates *Hive 309*, a co-working space, in Suite 2 of Constitution Place; this is a Commercial Business or Professional Office use in the M-1 District. The Applicant has been operating an online footwear retail sales operation from another location and would like to establish a brick-and-mortar location where customers can view and purchase products in person. They propose to allocate the west (front) half of the 2,050 square foot suite for retail sales, and continue the co-working use in the east (rear) half of the suite; restroom and kitchen facilities would be shared.

The parcel containing the subject property consists of 1.47 acres at the northwest corner of East Empire and Linden Streets. The suite is at the south end of the 15,000+ sf building, east of the main parking lot. Other uses on the property include Light Manufacturing (Meltdown Creative Works), Sports & Fitness Establishment (Core Fitness; Dust 2 Glory Fitness), Instructional Studio (Dance Factory, Inc.), and Personal Care (Haven Studios, InsideOut Beauty Salon, ArtKore Tattoo, B-N Massage Therapy).

Following appropriate notice, on April 15, 2026, the Zoning Board of Appeals held a public hearing, received testimony, and subsequently voted 5-0-0 to recommend approval of the request, agreeing with staff Findings of Fact that the request met all standards for approval of a Special Use Permit.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on Thursday, March 19, 2026. Courtesy notices were mailed on March 20, 2026, to 97 property owners within 500 feet of the property.

Financial Impact: If approved, a Special Use Permit for General Retail Sales for the Property

Commonly Known as 716 E. Empire St., Suite 2 (PIN: 14-33-482-032) will be issued. The retailer is responsible for paying all applicable taxes, including Home Rule & State Sales Tax.

Attachments:

1. Ordinance with Exhibit A (SP-01-26)
2. Ordinance - Exhibit B - Findings of Fact

ORDINANCE NO. 2026 - ___

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR GENERAL RETAIL SALES FOR THE PROPERTY COMMONLY KNOWN AS 716 E. EMPIRE ST., SUITE 2 (PIN: 14-33-482-032)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for General Retail Sales, in the M-1 (Restricted Manufacturing) District ("REQUEST"), for a portion of the property located at 716 E. Empire St. (PIN: 14-33-482-032), legally described and depicted in Exhibit A, more precisely known as Suite 2, or Unit 2, of 716 E. Empire St. ("PROPERTY"); and

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted a public hearing on said REQUEST, on April 15, 2026; and

WHEREAS, the ZBA, following said public hearings, made Findings of Fact, attached as Exhibit B ("FINDINGS"), that such REQUEST did meet the standards for granting a Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the ZBA voted unanimously to recommend that Council approve this Ordinance; and

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

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

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

SECTION 2. The City Council hereby adopts the FINDINGS of the ZBA, and the Special Use Permit for a General Retail Sales Use on the PROPERTY is hereby approved.

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

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

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

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

PASSED this 11th day of May, 2026.

APPROVED this _____ day of May, 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A – Legal Description

THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN, AND STATE OF ILLINOIS,

THE FOLLOWING DESCRIBED REAL ESTATE:

A part of Lot 4 in Assessor's Subdivision of the SE ¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southeast comer of Lot 4 in Assessor's Subdivision of the SE ¼ of Section 33; thence N.00°-04'-05"W. 111.01 feet on the west right of way line of Linden Street to the Point of Beginning; thence N.89°-56'-16"W. 64.39 feet; thence N.00°-44'-35"W. 206.39 feet; thence S.88°-56'-53"E. 66.83 feet to the west right of way line of said Linden Street; thence S.00°-04'-05"E. 205.22 feet to the Point of Beginning.

Permanent Tax Index No. 14-33-482-032 (underlying land)

Commonly known as: 716 E. Empire Street, Bloomington, Illinois.

EXHIBIT A – Depiction: Bounds of Special Use Permit: Suite 2, 716 E. Empire St.



EXHIBIT B

Docusign Envelope ID: 8FC303F4-A77C-8AEB-803F-4775F5B8035E

FINDINGS OF FACT AND RECOMMENDATION
OF THE CITY OF BLOOMINGTON ZONING BOARD OF APPEALS

These are the findings of fact and the recommendation of the City of Bloomington Zoning Board of Appeals (BOARD) concerning a request from **Brian Plath dba Sneaker Box, LLC,** (APPLICANT), in **case SP-01-26**, related to approval of a **Special Use Permit for a General Retail Sales use** (REQUEST), for the property commonly known as 716 E. Empire St., Suite 2. Part of PIN: 14-33-482-032.

After proper notice was given, as required by law, the BOARD held a public hearing on this case on **April 15, 2026,** and hereby reports their findings of fact and recommendation as follows:

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

STANDARDS FOR REVIEW OF SPECIAL USE PERMITS, PER CH. 44 OF THE CITY CODE

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 proposed operation of a General Retail Sales use within the existing office use of this set of personal care, fitness, and light manufacturing uses would be appropriate for this location and would not be detrimental to the public health, safety, comfort, or general welfare of surrounding uses. From the scale of the Constitution Place property, it would likely generate less traffic than the craft brewery, the sports facilities, or the dance or yoga studios.

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 General Retail Sales use would not negatively affect the neighboring area with increased noise or excessive traffic, and it may increase activity at the neighboring uses by stimulating cross-traffic. The proposed use can be expected to maintain property values within the neighborhood by increasing the active revenue generation and economic viability of the subject property.

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 General Retail Sales use is compatible with the current uses of the building and the larger complex and would not affect the future development and improvement of the surrounding properties; the building would continue to be in character with the complex's "local commercial" intent to provide service uses to the surrounding residential neighborhood.

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

   The proposed use would not expand the building footprint and would be serviced by the existing utilities, access roads, and drainage at the site.

Docusign Envelope ID: 8FC303F4-A77C-8AEB-803F-4775F5B8035E

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

   The proposed use would continue to be accessed from the existing parking lot using the two existing access points along E. Empire St., one of which is immediately adjacent to the entrance to Suite 2.

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 Zoning Board of Appeals.**

   The proposed General Retail Sales use within the footprint of the existing co-working use would meet the standards for the M-1 zoning district.

After considering all the evidence and testimony presented, this BOARD finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this BOARD recommends that the REQUEST for a Special Use Permit to allow a General Retail Sales use for the PROPERTY described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 5-0-0
AYES: Ballantini; Poling; Steinkoenig; Welch; Woods
NAYS: None
ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Zoning Board of Appeals.

Terry Ballantini

Terry Ballantini, Chair

4/22/2026 | 7:18 AM PDT

Date

Consent Agenda Item No. 7.Q.

For City Council: May 11, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Collective Bargaining Agreement with Local 701 (previously Lodge 1000), as requested by the Human Resources Department.

Recommended Motion: The proposed Collective Bargaining Agreement be approved.

Strategic Priorities:

Core Government Function. This item fulfills a statutory, regulatory, fiduciary, or essential operational responsibility necessary to maintain continuity of municipal services and sound governance.

Background: Negotiations between the City and International Association of Machinists and Aerospace Workers Local 701 (previously Lodge 1000) began on March 5, 2026, to establish a new three-year contract with Local 701. Highlights of major changes in pay, benefits, and work are as follows:

Wages

- A 3.5% across the board increase retroactive to May 1, 2026.
- A 3.25% across the board increase for May 1, 2027.
- A 3% across the board increase for May 1, 2028.
- Increase in IMSA Certifications for Electricians to $.25 cents per hour.
- Incorporated Tanker Endorsement pay previously agreed to in an MOU.
- Modified shift differential to $1.00 per hour.
- Updated the eligibility date for longevity pay to be added to an employee's base to May 1, 2026.

Benefits

- The vacation schedule was modified to align with other City employee groups.
- The addition of the Juneteeth Holiday.
- Sick Leave was expanded to allow for use for extended family.

Other Changes:

- Memorialized the practice of reimbursing employees the difference between a Class D and a Class B Commercial Driver's License ("CDL") license and the payment for the Tanker certification.
- Modified of discipline practices for drug or alcohol violations.
- The addition of unpaid excused leave or the use of personal benefit time when working an overnight call out.
- Updated the Electrician's certification language.

- Added the requirement for Crewleaders and the Laboratory Technician to have their Water Certification License during their probationary or qualification period. Existing employees will have one year to obtain this license. Employees in these positions will be eligible for a $600 one-time bonus.
- Modified Probationary Period language to allow for an extension.
- Cleaned up language on vacation scheduling.
- Added job requirement for all Water Distribution workers to have a Tanker Endorsement.
- Incorporated a previously approved agreement for employees to obtain their CDL, which includes supplemental pay for the trainers.
- Modified Call-In Requirements for Electricians.
- Modified the timeline to 15 days to respond to a Step II grievance.
- Modified the arbitration timeline and the process for a seven (7) arbitrator panel.
- Changed Dues deducts to once per month.
- Updated the positions and wage tables by adding a Plumber classification and eliminating outdated position classifications.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the financial impact of the across-the-board increases is estimated to be $118,047 in Fiscal Year ("FY") 2027, $231,499 in FY 2028, and $339,673 in FY 2029. The FY 2027 budget included an estimated increase that should materially cover the cost of the across-the-board wage increase. Future increases will be budgeted accordingly.

Attachments:

None

Consent Agenda Item No. 7.R.

For City Council: May 11, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Application from Singh Munder, Inc. d/b/a Munder Foodmart, located at 1801 S. Veteran's Pkwy., Requesting Approval of an Increase in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: Singh Munder, Inc. d/b/a Munder Foodmart (Applicant), located at 1801 S. Veteran's Pkwy., is Requesting Approval of an Increase in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License. The Applicant was approved for a GPBS Liquor License in March 2026, and has decided to apply for an increase in classification to all types of alcohol.

After a Public Hearing on April 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearings 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 April 5, 2026, in *The Pantagraph*. 11 notices were mailed to properties adjacent to the applicant's property.

Financial Impact: The current annual license fee for a Class GPAS Liquor License is $1,900 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Munder Foodmart

2. Draft Liquor Commission Minutes_Munder Foodmart

CITY CLERK DEPARTMENT

City Council Item Verification Memo

Liquor Commission Date 04/14/26 **City Council Date** 05/11/26

Acct. #	11399	**Billing Cycle**	Annual
Legal Entity Name	Singh Munder, Inc.	**DBA/Assumed Name**	Munder Foodmart
Business Address	1801 S Veterans Parkway	**Zip Code**	61701
Ownership	Gurmeet Kaur, 100%	**Managers**	Taranjyot Singh, General Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Letter Detailing Requested Change
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Gurmeet Kaur, 100% Owner; and Taranjyot Singh, General Manager – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- Ownership/Agent & Manager Information
- Financial Statement
- Articles of Organization
- Computer Generated Site/Floor Plan
- List of BASSET Certified Individuals
- Lease Agreement
- Items/Amount Past Due to the City of Bloomington – *No Concerns to Report*

Due Before License Issuance

- Certificate of Liability Insurance
- $2,000 Bond

Additional City Clerk Department Licenses Held by Current Licensee

- Liquor (RBS) – Active, Expires 04/30/2027
- Video Gaming – Active, Expires 04/30/2027

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)	SINGH MUNDER INC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	MUNDER FOODMART
Legal Entity Address *(including City, State, and Zip)*	1801 S VETERANS PARKWAY BLOOMINGTON,IL 61701
Legal Entity Phone Number	309 808 6434
Legal Entity Email Address	SHELL23234@GMAIL.COM
Establishment Address including Zip	1801 S VETERANS PARKWAY BLOOMINGTON,IL 61701
Establishment Phone Number	309 808 6434
Establishment Email Address	SHELL23234@GMAIL.COM
***Email Address for ALL City Communications:**	SHELL23234@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**
GURMEET KAUR	BLOOMINGTON	IL	61701
Phone Number	**Email Address**		
[redacted]	SHELL23234@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**
TARANJYOT SINGH	BLOOMINGTON	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship** ☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC) ☒ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached. *A copy of the Articles of Incorporation must be attached.*

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

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

_____

_____

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

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

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

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

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* GAS STATION AND CONVENIENT STORE
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* GPA(Beer Wine spirits)
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To fulfill the demand of customers for Beers,Wine, and spirits for on-premises consumption as part of the regular
7. If approved, how would the liquor license benefit the City and its residents? it will increase the convenience for residents,making moe revenue for Bloomington .
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment*? If yes, please explain:*
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6am	1am (next day)
Tuesday:	6am	1am(next day)
Wednesday:	6am	1am(next day)
Thursday:	6am	1am(next day)
Friday:	6am	1am(next day)
Saturday:	6am	2am(next day)
Sunday:	6am	2am(next day)

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) The surrounding neighborhood within 500 ft.of the premises is primarily commerical.

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
Business hours 6:00 am to 8:00 pm and 9:am to 10 pm

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

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)*
S Veterans PKWAY is two way road with no public parking Surrounding access roads are two way ,no one way street parking there.
4. How much additional traffic is expected to be generated with a liquor license? Minimal additional traffic is expected.
5. Describe any and all on- and off-street parking: The establishment will provide off -street parking in the private lot directly to the building.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? None

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
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:* In the month of November 2025 the application was denied because that location did not
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.**

Gurmeet Kaur
Name (Please Print)

[redacted]

President
Title

02/22/2026
Date

Outlook

Request for change of Liquor Classification from GPBS To GPAS

From Taranjyot Singh <shell23234@gmail.com>
Date Mon 2/23/2026 2:31 PM
To City Clerk Inquiries <cityclerk@cityblm.org>

1 attachment (877 KB)
Liquor_License_Application_2fd7249f-19e1-4afd-bbcd-23675648d704_pdfa.pdf;

Subject: Request for change of Liquor Classification from GPBS To GPAS
To :City of Bloomington Liquor Commission
Re: Liquor License Application - Request for Classification Change

Dear Liquor Commissioner,

I respectfully submit this formal request to amend the classification of my approved liquor license from GPBS (General Public Beer Sales) to GPAS (General Public Alcohol Sales).

At the February 10 Liquor Commission meeting, I was approved for the GPBS license classification. However, due to an inadvertent error during the application process, I selected GPBS instead of GPAS. It was my original intention to apply for the GPAS license classification in order to meet public demand and to allow the sale of beer, wine, and other alcoholic beverages as permitted under that classification.

Please note that there are no changes to the ownership, location, management, or operational structure of the establishment. This request is solely for the purpose of correcting the license classification to accurately reflect the intended scope of alcohol sales.

Please review the application and let me know if you need anything else and any corrections of this application .
Thank you

The following Item was presented:

Item 5. A. Public Hearing and Action on an Application from Singh Munder, Inc. d/b/a Munder Foodmart, located at 1801 S. Veteran's Pkwy., Requesting Approval of an Increase in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:02 p.m.

Gurmeet Kaur, Owner of Singh Munder, Inc. (Applicant), after being sworn, addressed the Commission. Ms. Kaur noted that she was there to change from a Class GPBS to a Class GPAS liquor license.

Commissioner Meister asked if there were any other changes. Ms. Kaur answered no.

Commissioner Bedeker asked Ms. Kaur to confirm that they had appeared before the Commission the previous month and that their liquor license had already been approved at that time. He then clarified that the applicant was now requesting a change to allow all types of liquor and followed up by asking what prompted the decision to move from the previously approved, more limited license classification to the broader one. Ms. Kaur explained that they just wanted to meet high demands and increase business revenue.

Leslie Yocum, City Clerk, explained that the applicant initially applied only for a beer and wine license but later realized they had actually intended to apply for a license covering all types of alcohol. He noted that because changing the application at that stage would have caused a significant delay, they chose to proceed with the beer and wine application, get that approved first, and then come back right away to request the broader license.

George Boyle, Asst. Corporation Counsel, explained that this request was considered an increase in liquor license classification, which could mean more alcohol sales or sales of stronger types of alcohol. He stated that because of that impact, the City wanted to ensure the community received proper notice.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:06 p.m.

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

Commissioner Meister directed the Clerk to call roll:

AYES: Meister; Jordan; Bedeker

Motion carried.

The following Item was presented:

Item 5. B. Public Hearing and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their

Consent Agenda Item No. 7.S.

For City Council: May 11, 2026

Ward Impacted: Ward 4

Subject: Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. No changes to the business are expected as a result of the change in ownership, if approved.

Current Ownership Structure: Brett Matthews, 50%; and Robert McDermott, 50%
Proposed Ownership Structure: Jacob Sutton, 100%

After a Public Hearing on April 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearings 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 April 5, 2026, in *The Pantagraph*. 34 notices were mailed to properties adjacent to the applicant's property.

Financial Impact: The current annual license fee for a Class RBS Liquor License is $1,500 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Empire Coffee

2. Draft Liquor Commission Minutes_Empire Coffee

CITY CLERK DEPARTMENT

City Council Item Verification Memo

Liquor Commission Date 04/14/26 **City Council Date** 05/11/26

Acct. #	8798	**Billing Cycle**	Annual
Legal Entity Name	Braize, LLC	**DBA/Assumed Name**	Empire Coffee
Business Address	1406 E. Empire St.	**Zip Code**	61701
Current Ownership	Robert McDermott, 50%; and Brett Matthews, 50%	**Proposed Ownership**	Jacob Sutton, 100%
Managers	N/A		

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Letter Detailing Requested Change
- Ownership/Agent & Manager Information
- Financial Statement
- Articles of Organization
- Computer Generated Site/Floor Plan
- List of BASSET Certified Individuals
- Lease Agreement
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Ripal Patel, 70% Owner; and Vishal Patel, Manager – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- Items/Amount Past Due to the City of Bloomington – *No Concerns to Report*

Due Before License Issuance

- Certificate of Liability Insurance
- $2,000 Bond

Additional City Clerk Department Licenses Held by Current Licensee

- Liquor (RBS) – Active, Expires 04/30/2027
- Video Gaming – Active, Expires 04/30/2027

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)	Braize, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Empire Coffee
Legal Entity Address *(including City, State, and Zip)*	1406 E Empire St, Bloomington, IL 61701
Legal Entity Phone Number	(309)585-1764
Legal Entity Email Address	oakemberkitchen@gmail.com
Establishment Address including Zip	1406 E Empire St, Bloomington, IL 61701
Establishment Phone Number	(309)585-1764
Establishment Email Address	oakemberkitchen@gmail.com
***Email Address for ALL City Communications:**	oakemberkitchen@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**
Jacob Sutton	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	oakemberkitchen@gmail.com		

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

Name (First & Last)	**City**	**State**	**Zip**
Jacob Sutton	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	oakemberkitchen@gmail.com		

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

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

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

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

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

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

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RBS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To maintain current operations
7. If approved, how would the liquor license benefit the City and its residents? To provide residents with a relaxing and inviting place to enjoy meals, handcrafted coffee and wine.
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Food (breakfast, lunch, dinner), espresso, and baked goods.
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6AM	10PM
Tuesday:	6AM	10PM
Wednesday:	6AM	10PM
Thursday:	6AM	10PM
Friday:	6AM	10PM
Saturday:	6AM	10PM
Sunday:	6AM	10PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed. Commercial (along empire street), some apartments are behind the building (robinhood lane).

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? Midwest exchange (9am-5pm). Garden of paradise (6am-9pm).

2B. Is the area predominately residential, are they single or multi-family homes? The area is not primarily residential. Apartments are located behind the building.

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Empire St, Frontage Rd, Fairway Dr, - all are two way streets.
4. How much additional traffic is expected to be generated with a liquor license? Will remain consistent
5. Describe any and all on- and off-street parking: Parking lot
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~0~~ 1

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
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.**

Jacob Sutton
Name (Please Print)

[redacted]

Owner
Title

03/02/2026
Date

2/27/2026

City of Bloomington
Attn: Liquor License – Change of Ownership Request
115 E. Washington Street
Bloomington, IL 61701

RE: Written Request for Change of Ownership (Stock Purchase) – BRAIZE, LLC / DBA EMPIRE COFFEE, 1406 E Empire St, Bloomington, IL 61701

To Whom It May Concern,

This letter serves as the joint written request of the current owner and the proposed owner for approval of a change of ownership for the liquor-licensed establishment identified below, in connection with a stock purchase. The ownership change will occur through the purchase and transfer of corporate stock, and the business will continue operating under the same name and structure.

1) Business Information

- Business Name: EMPIRE COFFEE
- Legal Entity Name: BRAIZE, LLC
- Business Address: 1406 E Empire St, Bloomington, IL 61701
- Class of License: RBS

2) Current Ownership

- Current Owner / Shareholder: Brett Matthews, Rob McDermott
- Brett Matthews Ownership Interest: 50%
- Rob McDermott Ownership Interest: 50%

3) Proposed Ownership After Closing

- Proposed Owner / Shareholder: Jacob Sutton
- Stock to be Transferred to Buyer: 100%
- Transaction Type: Stock Purchase

4) No Operational Changes

This transaction is a **stock purchase only**. **There will be no operational changes** to the business as a result of this ownership transfer, including no changes to:

- business name and branding,
- licensed premises location,
- concept/type of business operations,
- hours of operation, or
- day-to-day operations.

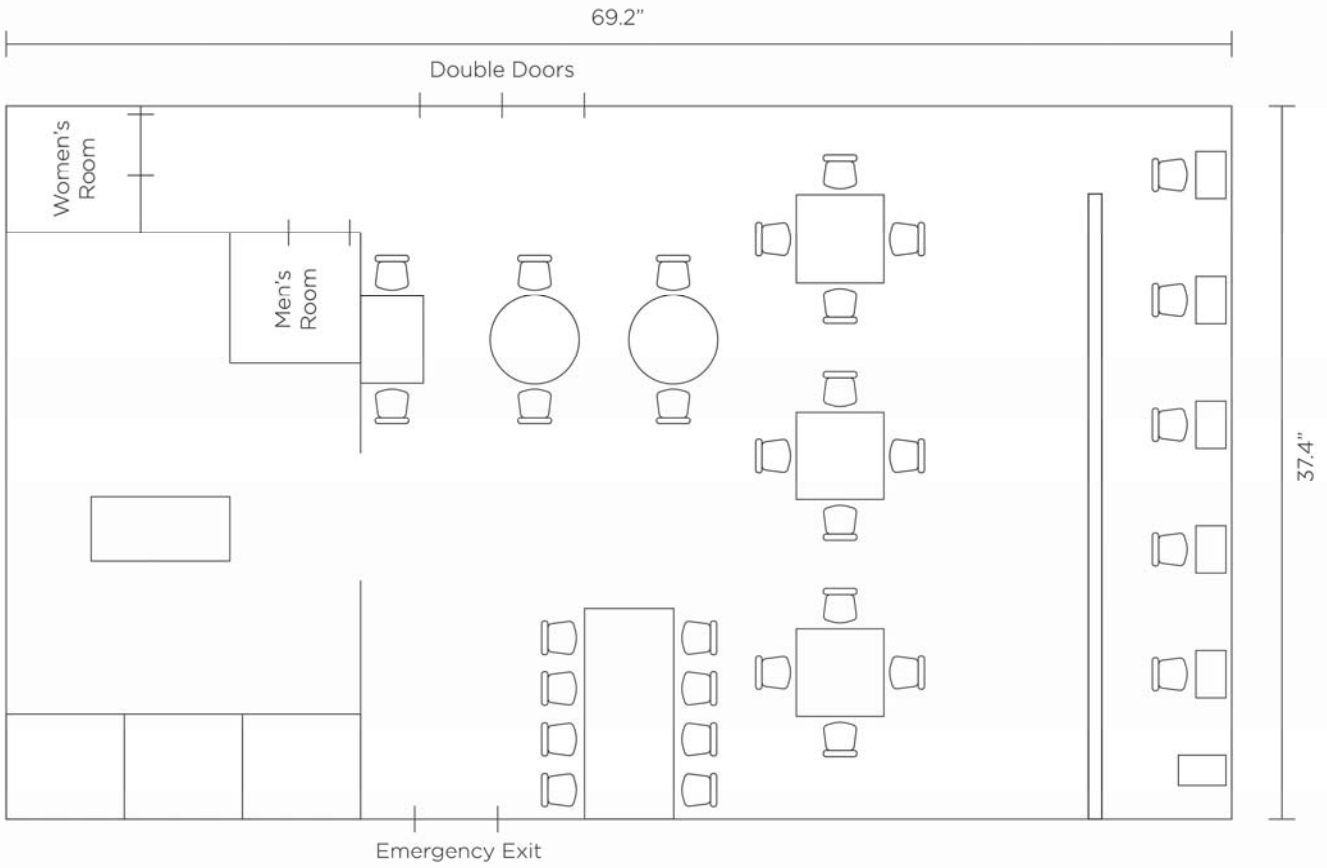
5) Application Submission

This letter is submitted with the Primary Liquor License Application in support of the requested ownership change approval.

Current Owner (Sellers):
Signature: [redacted]
Printed Name: Brett Matthews
Date: 03/02/2026

Signature: [redacted]
Printed Name: Rob McDermott
Date: 03/02/2026

Proposed Owner (Buyer):
Signature [redacted]
Printed Name: Jacob Sutton
Date: 03/02/2026



1406 E Empire | 07/05/22

The following Item was presented:

Item 5. B. Public Hearing and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change in Ownership for their Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:06 p.m.

Jacob Sutton, Proposed Owner of Braize, LLC (Applicant), after being sworn, addressed the Commission. Mr. Sutton explained that this was a change of ownership and that he was excited to take over the business. He stated that the opportunity arose and, having been around coffee his entire life, he was enthusiastic about running the shop and serving more coffee.

Commissioner Meister asked if anything major would change with the business. Mr. Sutton stated nothing would change.

Asst. Corporation Counsel George Boyle asked if the establishment would continue to have video gaming machines and if Mr. Sutton was aware of the 50/50 rule. Mr. Sutton answered yes.

Commissioner Jordan asked if Mr. Sutton had worked at the location previously. Mr. Sutton explained that he had been working at the business for the past few months and during that time, several other employees left for coffee jobs in Chicago or moved back home, so he had been covering a lot of shifts and was there nearly every day.

Mr. Boyle asked if Mr. Sutton had experience selling alcohol anywhere else. Mr. Sutton noted that this would be his first real experience selling alcohol and explained that, aside from the last few months working there, he had not done this before, but he was properly prepared because he already held his BASSET Certification and food safety license.

Mr. Boyle asked for an estimate on how many employees they expected to have. Mr. Sutton stated he expected to have about eight employees at the location but noted they were currently understaffed.

Mr. Boyle asked what the hours of operation would be. Mr. Sutton was unsure of the hours listed on the application but noted that they would not change from the current hours.

Ashley Lara, Records & Licensing Specialist, noted that the application request is 6 A.M. to 10 P.M. every day.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:10 p.m.

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

Commissioner Meister directed the Clerk to call roll:

AYES: Meister; Jordan; Bedeker

Motion carried.

The following Item was presented:

Item 5. C. Public Hearing and Action on an Application from Vedanta Hospitality, LLC,

Consent Agenda Item No. 7.T.

For City Council: May 11, 2026

Ward Impacted: Ward 1

Subject: Consideration and Action on an Application from Vedanta Hospitality, LLC, d/b/a Ramada by Wyndham, located at 919 Maple Hill Rd., Requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: Vedanta Hospitality, LLC, d/b/a Ramada by Wyndham (Applicant), located at 919 Maple Hill Rd., is Requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License to be able to sell alcohol in their lobby area.

After a Public Hearing on April 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearings 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 April 1, 2026, in *The Pantagraph*. 4 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class PBS Liquor License is $1,600 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Ramada by Wyndham
2. Draft Liquor Commission Minutes_Ramada by Wyndham

CITY CLERK DEPARTMENT

City Council Item Verification Memo

Liquor Commission Date 04/14/26 **City Council Date** 05/11/26

Acct. #	TBD	**Billing Cycle**	Annual
Legal Entity Name	Vedanta Hospitality, LLC	**DBA/Assumed Name**	Ramada by Wyndham
Business Address	919 Maple Hill Rd.	**Zip Code**	61705
Ownership	Ripal Patel, 70%; Shradhha Patel, 10%; Dharmendra Patel, 10%; and Baldev Patel, 10%	**Agents/Managers**	Vishal Patel, Manager

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Ownership/Agent & Manager Information
- Financial Statement
- Articles of Organization
- Computer Generated Site/Floor Plan
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Ripal Patel, 70% Owner; and Vishal Patel, Manager *– No Concerns to Report*
- Entity is in Good Standing with the State of IL
- Applicant Entity Owns Proposed Premises
- B/N Food & Beverage Tax Registration Form Submitted
- B/N Package Tax Registration Form Submitted
- Items/Amount Past Due to the City of Bloomington *– No Concerns to Report*

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liability Insurance
- $2,000 Bond

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Vedanta Hospitality LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Ramada by Wyndham
Legal Entity Address *(including City, State, and Zip)*	[redacted]
Legal Entity Phone Number	309-828-0900
Legal Entity Email Address	vedanta@narmadaglobal.com
Establishment Address including Zip	919 Maple Hill Road, Bloomington, IL 61705, USA.
Establishment Phone Number	309-828-0900
Establishment Email Address	vedanta@narmadaglobal.com
***Email Address for ALL City Communications:**	vedanta@narmadaglobal.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**
Vishal Patel	Bloomington	IL	61705
Phone Number	**Email Address**		
309-828-0900	vedanta@narmadaglobal.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 Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**

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

☐ **Limited Liability Company** (LLC)

A copy of the Articles of Organization must be attached.

☐ **Corporation** (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

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

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

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

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

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

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

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Hotel / Motel
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* PB, S
3. ☑ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☑ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ☑ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment:
   To add amenity for attracting guests, contributing city by paying more taxes and to help local economy.
7. If approved, how would the liquor license benefit the City and its residents?
   More taxes for city, local sourcing will help local economy and amenity will attract guests.
8. ☐ Yes ☑ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ☐ Yes ☑ No Will the proposed or current establishment sell food?
10. ☑ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?*
    Room revenue
11. If approved, what license renewal billing cycle would be preferred? ☑ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	00:00	24:00
Tuesday:	00:00	24:00
Wednesday:	00:00	24:00
Thursday:	00:00	24:00
Friday:	00:00	24:00
Saturday:	00:00	24:00
Sunday:	00:00	24:00

Alcohol is only permitted from 6 am to 1 am, Sunday through Thursday; and 6 am to 2 am, Friday & Saturday

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
   Mixed
   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
   All Hotels work 24 hours 365 days a year, Aldi 9 AM to 8 PM, Eric's too 3 PM to 10 PM
   2B. Is the area predominately residential, are they single or multi-family homes?
   No, it is mixed. There are multi family homes.
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)*
   Street is Maple Hill Road, width of road is standard, it is two way road and no parking restrictions. Then, there is Wiley Road which is having commercial buildings like hotels, Farm & Fleet and Steak 'n Shake.
4. How much additional traffic is expected to be generated with a liquor license?
   Probably more than now
5. Describe any and all on- and off-street parking:
   We have our own large parking lot. No parking facility on street.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? At least 1

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain:
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.**

Vishal Patel

Name (Please Print)

Manager

Title

[redacted]

02/26/2026

Date

Outlook

Re: Liquor License Application Update, Documents/Corrections Needed - RAMADA BY WYNDHAM

From Ronik Patel <vedanta@narmadaglobal.com>
Date Thu 3/19/2026 12:45 PM
To City Clerk Inquiries <cityclerk@cityblm.org>

Dear Ashley,

Thanks for your email.

In the Document Update Submission form, I could not find a space to answer the eligibility question, so I am mentioning the answer here in the blue text.

In the application section *Responsibility*

- Question #3 asks if the establishment is eligible for a State of IL Liquor License. The applicant answered "No". *Please explain. - We learned that obtaining a state liquor license requires a city liquor license first. We don't have a city liquor license; that's why we mentioned "No" there. There is no other reason.*

Computer-Generated Site Plan - *The submitted plan does not indicate where alcohol will be permitted, sold, or stored.* To be accepted, the plan should show the entire parcel and be labeled to indicate which areas the licensed premises would apply to. - *Uploaded the site plan with the allocated space for alcohol marked in red text in the document submission form.*

I hope my answers are helpful for your consideration of our application.

Thanks & Regards.

On Thu, 19 Mar 2026 at 09:45, City Clerk Inquiries <cityclerk@cityblm.org> wrote:

> Good Morning,
>
> Thank you for submitting a Primary Liquor License Application to the City of Bloomington. After reviewing your submission, we noticed that some corrections are needed. **Note** that a response with the below updates and/or submission of the required documents must be completed by Friday, March 20, 2026, in order to remain in consideration for the April 2026 Liquor Commission Meeting.
>
> ---
>
> Please take a moment to review the information below to see what may be missing or needs to be updated. To help us process your information efficiently, **please do not mail physical copies of any forms**. All documents should be uploaded online using the Document Update Submission Form.
>
> **Licensee and/or Application Corrections Needed** - Information needing correction for this section should be provided in response to this email. *Note that a new application is not required to be submitted to make the necessary corrections; they will be made internally based on the responses provided.*

Application Responses/Information

In the application section *Impact of Establishment**

- Question #1 asks for the hours of operation. *The submitted hours are fine; however, please note that the Bloomington City Code Chapter 6, Section 21 (*https://ecode360.com/34404098*) only permits alcohol to be sold during the following hours:*
    - Sunday- Thursday, 6 am to 1 am; and
    - Friday- Saturday, 6 am- 2 am

**No action is needed from you; this item is a notification only.*

In the application section *Responsibility*

- Question #3 asks if the establishment is eligible for a State of IL Liquor License. The applicant answered "No". *Please explain.*

Required Documents - All documents listed below should be uploaded online using the Document Update Submission Form.

Computer-Generated Site Plan - *The submitted plan does not indicate where alcohol will be permitted, sold, or stored.* To be accepted, the plan should show the entire parcel and be labeled to indicate which areas the licensed premises would apply to.

--

Once all missing information/documents are received, your application will continue with the review process, and you will be contacted if anything additional is needed from you. As a reminder, a response with the updates and/or submission of the required documents must be completed by Friday, March 20, 2026, in order to remain in consideration for the April 2026 Liquor Commission Meeting.

Feel free to reach out if you have any questions.

Thank you,
Ashley Lara
Records & Licensing Specialist
City Clerk Department
City of Bloomington, IL
P: (309) 434-2312 | **E:** cityclerk@cityblm.org
115 E. Washington St., Suite 103
Bloomington, IL 61701

GENERAL REMINDERS & INFORMATION

Licensing Inquiries:
For the quickest and most accurate response, please email cityclerk@cityblm.org.
To avoid delays, we kindly ask that you do not send licensing information to individual City staff members.

--

Thanks & Regards,
Ronik Patel,
Ramada Limited Bloomington IL.

Outlook

Re: Liquor License Application Received, Application Additional Owner Information Needed - RAMADA BY WYNDHAM

From Ronik Patel <vedanta@narmadaglobal.com>
Date Mon 3/16/2026 4:24 PM
To City Clerk Inquiries <cityclerk@cityblm.org>

Dear Ashley,

Please find the ownership details below.

Member 1
Full Legal Name (as it appears on their Government-Issued ID) - Ripal Patel
Title or Relation to Business - Owner
[redacted]
Percentage of Ownership/Stock (if applicable): 70%

Member 2
Full Legal Name (as it appears on their Government-Issued ID) - Baldev Patel
Title or Relation to Business - Owner
[redacted]
Percentage of Ownership/Stock (if applicable): 10%

Member 3
Full Legal Name (as it appears on their Government-Issued ID) - Shradhha Patel
Title or Relation to Business - Owner
[redacted]
Percentage of Ownership/Stock (if applicable): 10%

Member 4
Full Legal Name (as it appears on their Government-Issued ID): Dharmendra Patel
Title or Relation to Business - Owner
[redacted]

[redacted]

Percentage of Ownership/Stock (if applicable): 10%

Member 5
Full Legal Name (as it appears on their Government-Issued ID): Vishal Patel
Title or Relation to Business - Manager

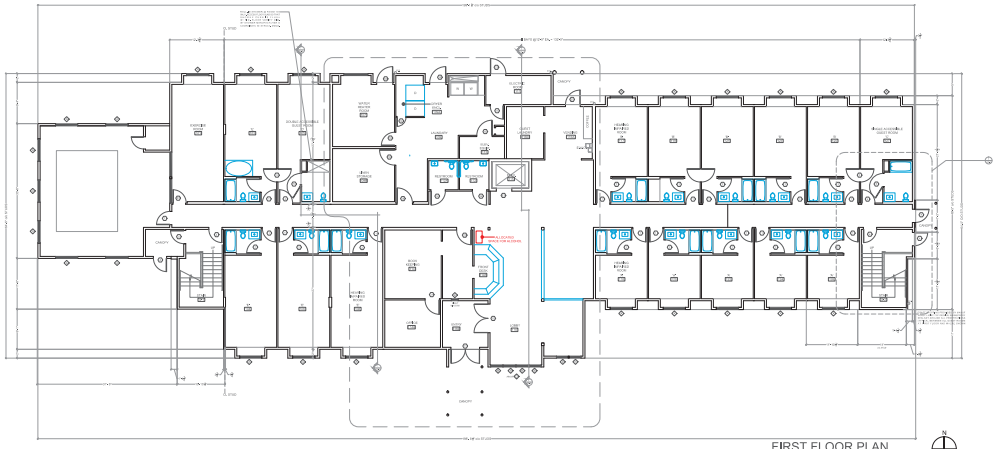
[redacted]

Percentage of Ownership/Stock (if applicable): Not Applicable

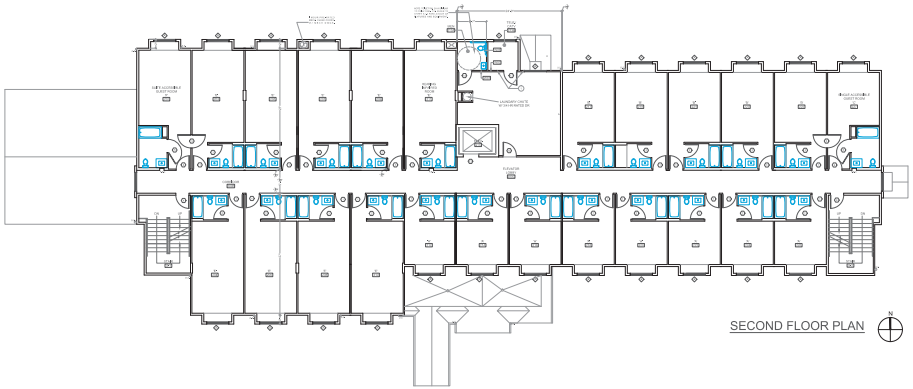
Hope all information helps.

On Mon, 16 Mar 2026 at 11:24, City Clerk Inquiries <cityclerk@cityblm.org> wrote:

> Good Morning,
>
> I just wanted to send a reminder to send the required ownership information. **If not received before 8 am tomorrow, Tuesday, March 17, 2026**, your item will be deferred to the next applicable liquor commission meeting.
>
> Feel free to reach out if you have any questions.
>
> Thank you,
> **Ashley Lara**
> *Records & Licensing Specialist*
> City Clerk Department
> ***City of Bloomington, IL***
> **P:** (309) 434-2312 | **E:** cityclerk@cityblm.org
> 115 E. Washington St., Suite 103
> Bloomington, IL 61701
>
> GENERAL REMINDERS & INFORMATION
>
> **Submitting Documents:**
> To help us process your information efficiently, please do not mail physical copies of any forms. All documents should be uploaded online using the Document Update Submission Form *(also found under Resources for Current Licensees on the City Clerk Dept.'s License & Permits Page)*.
>
> **Licensing Inquiries:**
> For the quickest and most accurate response, please email cityclerk@cityblm.org.
> To avoid delays, we kindly ask that you do not send licensing information to individual City staff members.
>
> ---
>
> **From:** City Clerk Inquiries <cityclerk@cityblm.org>
> **Sent:** Friday, March 13, 2026 3:19 PM
> **To:** Ronik Patel <vedanta@narmadaglobal.com>



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

KEYED NOTES:

① ALING FACE OF WOOD FURRING AND WOOD STUDS, PROVIDE CONTROL JOINT IN GYPSUM BOARD TO SEPERATE THE WOOD.

GUESTROOM SUMMARY

FIRST FLOOR

SINGLE QUEEN	5
DOUBLE	5
SUITE	4
ACCESSIBLE SINGLE	1
ACCESSIBLE DOUBLE	1
TOTAL	16

SECOND FLOOR

SINGLE QUEEN	8
DOUBLE	5
SUITE	9
ACCESSIBLE SINGLE	1
ACCESSIBLE DOUBLE	1
TOTAL	24

THIRD FLOOR

SINGLE QUEEN	8
DOUBLE	5
SUITE	10
ACCESSIBLE SINGLE	1
TOTAL	24

TOTALS

SINGLE QUEEN	21
DOUBLE	15
SUITE	23
ACCESSIBLE SINGLE	3
ACCESSIBLE DOUBLE	2
TOTAL	64

NOTE:

1. F.E.C. = INDICATES LOCATION OF FIRE RATED SEMI-RECESSED FIRE EXTINGUISHER CABINETS
2. ALL DIMENTIONS ARE FROM FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE.
3. PROVIDE 1"x 1" FULL HT, MECHANICALLY FASTENED PLASTIC CORNER GUARDS AT ALL EXPOSED CORNERS.
4. FINLANDIA'S PRECUT SAUNA PACKAGE TO INCLUDE:
   A. CEILING AND WALL PANELS TO BE PRECUT 1"x4" CLAIER WESTERN RED CEDAR, CERTIFIED, KILN DRIED (15%) T & G.
   B. BENCHES TO BE CLEAR VERTICAL GRAIN SAS KILN DRIED 2"x2" TOPS W/ 1/2 " SPACING
   C. ASSEMBLED HEATER FENCE
   D. ASSEMBLED HEADREST/ BACKREST (FOR UPPER BENCHES).
   E. TRIM AND BASE
   F. SUPER DEK FLOOR MAT (ENOUGH FOR WALKING AREA OF FLOOR).
   G. FINLANDIA HEATER TO BE #TH6SAE AND THE ELEC. POWER REQD WILL BE 208V-3 PHASE AND WILL REQUIRE WOOD GUARDRAILS TO BE SUPPLIED BY FINLANDIA.
   H. PERIDOTITE STONES.
   I. CONTROL CONTACTOR PANEL (IF REQUIRED BY HEATER)
   J. LIGHT (WALL MOUNTED, VAPOR PROOF)
   K. VENTS (TWO SETS) FOR INSTALLATION IN UPPER AND LOWER WALL AREAS.
   L. ACCESSORIES: THERMOMETER #9444, WOODEN BUCKET #150, BUCKET LINER #1001, WOODEN DIPPER #160 / 40, BATHING SIGN.
5. FOR ENLARGED GUEST ROOM FLOOR PLANS AND DIMENSIONS, SEE SHEETS A1.2 & A1.4.
6. REFER TO SHEET A2.1 FOR ALL TYPE DESCRIPTIONS.

SHIVE HATTERY
Cedar Rapids, IA Iowa City, IA Des Moines, IA
Moline, IL Bloomington, IL Chicago, IL

MICROTEL INN & SUITES
64 UNIT/ 3 STORY CONFIGURATION

REVISIONS

REV NO.

APPROVED DATE:

REV NO.

APPROVED DATE:

DRAWN P. WIKLUND

APPROVED

ISSUED FOR PERMIT

DATE 3/11/ 99

FEILD BOOK

SHEET NAME

FIRST, SECOND AND THIRD FLOOR PLANS

SHEET NO.

A1.1

The following Item was presented:

Item 5. C. Public Hearing and Action on an Application from Vedanta Hospitality, LLC, d/b/a Ramada by Wyndham, located at 919 Maple Hill Rd., Requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:11 p.m.

Vishal Patel, Manager of Vedanta Hospitality, LLC (Applicant), after being sworn, addressed the Commission. Mr. Patel explained he was appearing to request a liquor license for the hotel, limited to beer and wine, in order to increase revenue and improve the business.

Commissioner Meister asked if there had been a liquor license at the location before. Mr. Patel answered no. Commissioner Meister then asked if employees selling alcohol would be BASSET Certified, explained what BASSET was, and noted that anyone selling alcohol would be required to be BASSET Certified. Mr. Patel said okay.

Commissioner Jordan asked if applicants had to have BASSET Certification completed before the Liquor Commission could approved. Leslie Yocum, City Clerk, explained that it would not have to be done before approval, but that a license would not be issued if proof of Certification was not provided.

Asst. Corporation George Boyle asked if they planned to sell packaged alcohol and confirmed whether alcohol would be poured or served. Mr. Patel answered yes and stated no one would pour or serve.

Asst. police Chief Paul Williams asked whether the hotel had any outdoor areas, such as a patio, where alcohol might be taken outside, and confirmed that alcohol service would remain inside the building. Mr. Patel stated that it would remain in the building only. Asst. Chief Williams then asked if the point-of-sale area was covered by a camera to record transactions. Mr. Patel answered yes.

Building Official Chris McAllister explained that fire inspectors have had trouble reaching the hotel to complete the required inspection and offered to provide additional contact information after the meeting so they could successfully coordinate and schedule that inspection.

Mr. Boyle noted that granting the liquor license was conditional on successfully passing all required inspections and wanted both the applicant and the public to clearly understand that the license could not be issued until those inspections are passed.

Leslie Yocum, City Clerk clarified that, regardless of whether the Commission formally adds conditions about BASSET certification or inspections, both would still be required and must be completed before a liquor license could be issued.

Commissioner Meister confirmed that the applicant understood BASSET training documentation and that a fire inspection must be completed before the license could be issued, and that issuance would occur only after City Council approval.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:16 p.m.

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

Commissioner Meister directed the Clerk to call roll:

AYES: Meister; Jordan; Bedeker

Motion carried.

The following Item was presented:

Item 5. D. Public Hearing and Action on an Application from Luther Oaks, Inc., located at 601 Lutz Rd., Requesting Approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:17 p.m.

Pete Weidman, Executive Director of Luther Okas, Inc. (Applicant), after being sworn, addressed the Commission.

Mr. Weidman explained that Luther Oaks had held a liquor license for several years, but a recent change in culinary management led to the previous director failing to renew the license on time. He explained that he had now taken over leadership of the culinary department and the community and submitted a new application to reinstate the license. He noted that operations were unchanged and that the same BASSET-trained staff were in place and they would complete the same inspections.

Asst. Corporation George Boyle noted that Legal had no previous issues with the location.

Leslie Yocum, City Clerk, noted there was an outstanding agreement between the City and Luther Oaks related to Lutz Road, as mentioned in the Clerk's memo. She explained that staff routinely reviewed any unresolved City matters when evaluating applications and wanted to ensure the Commission was aware of this issue. Mr. Weidman explained that Lutheran Life Communities, the parent company of Luther Oaks, filed for Chapter 11 bankruptcy on February 4, 2025, but successfully emerged from bankruptcy at the end of March. He noted they were now working with vendors to address any outstanding payments, and all residents had been fully reimbursed for any entrance fees owed. He added that they were looking forward to future expansion plans tied to the Lutz Road agreement and were enthusiastic about their ongoing partnership with the City.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:19 p.m.

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

Commissioner Meister directed the Clerk to call roll:

AYES: Meister; Jordan; Bedeker

Motion carried.

Item 5. E. Public Hearing and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Consent Agenda Item No. 7.U.

For City Council: May 11, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Application from Luther Oaks, Inc., located at 601 Lutz Rd., Requesting Approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: Luther Oaks, Inc. (Applicant), located at 601 Lutz Rd., is requesting approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. The location previously held a City of Bloomington Liquor License, but did not renew it in 2025. They are now applying for a license to allow alcohol service again.

After a Public Hearing on April 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearings are attached.

It should be noted that the Applicant has outstanding obligations to the City regarding improvements to Lutz Road where the establishment is located and that the Legal Department is working with Applicant on arrangements for fulfillment of their obligations.

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 February 1, 2026, in *The Pantagraph*. 65 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 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Luther Oaks

2. Draft Liquor Commission Minutes_Luther Oaks

CITY CLERK DEPARTMENT

City Council Item Verification Memo

Liquor Commission Date 04/14/26 **City Council Date** 05/11/26

Acct. #	6397	**Billing Cycle**	Annual
Legal Entity Name	Luther Oaks, Inc.	**DBA/Assumed Name**	Luther Oaks, Inc.
Business Address	601 Lutz Rd.	**Zip Code**	61704
Ownership	N/A	**Agents/Managers**	Pete Wiedman, Executive Director

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Ownership/Agent & Manager Information– *The organization has no stock ownership.*
- Financial Statement
- Computer Generated Site/Floor Plan
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Pete Wiedman, Executive Director *– No Concerns to Report*
- Entity is in Good Standing with the State of IL
- Applicant Entity Owns Proposed Premises
- B/N Food & Beverage Tax Registration Form Submitted
- B/N Package Tax Registration Form Submitted
- Articles of Incorporation on File
-

Items/Amount Past Due to the City of Bloomington

- To date they have not made the investment nor the repayment of the cost to improve Lutz Rd. totaling $847,547.54. They have requested an extension but there has not been any agreement to do so.

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liability Insurance
- $2,000 Bond

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	~~Lutheran Life Communities~~ Luther Oaks, Inc.
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Luther Oaks ~~Inc.~~ -
Legal Entity Address *(including City, State, and Zip)*	601 Lutz Road
Legal Entity Phone Number	~~309-577-8000~~ - (309) 557-8000
Legal Entity Email Address	pete.wiedman@lulife.org
Establishment Address including Zip	601 Lutz Road
Establishment Phone Number	~~309-577-8000~~ - (309) 557-8000
Establishment Email Address	pete.wiedman@lulife.org
***Email Address for ALL City Communications:**	~~shelby.pirtle@lulife.org~~ - pete.wiedman@lulife.org

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
~~Shelby K. Pirtle~~ Pete Weidman	Bloomington	IL	61704
Phone Number	**Email Address**		
~~309-577-8000~~ (309) 557-8000; [redacted]	[redacted] pete.weidman@lulife.org		

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

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

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

Name (First & Last)	**City**	**State**	**Zip**
Pete Wiedman	Bloomington	IL	61704
Phone Number	**Email Address**		
~~309-577-8000~~ - (309) 557-8000; (309) 275-2260	pete.wiedman@lulife.org		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**

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

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

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

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

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

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

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

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

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

_____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* lounge, restaurant style dining
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RAP
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ● Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
Residents enjoy having the benefit of consuming alcohol in their place of residency.
7. If approved, how would the liquor license benefit the City and its residents? _____
Keeping residents safe by serving in our residents home setting and not going out
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment*? If yes, please explain:*
_____
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
Food
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7am	10pm
Tuesday:	7am	10pm
Wednesday:	7am	10pm
Thursday:	7am	10pm
Friday:	7am	10pm
Saturday:	7am	10pm
Sunday:	7am	10pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Residential

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
N/A

2B. Is the area predominately residential, are they single or multi-family homes?
Single

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* _____
Handel Dr and S. Morris Street

_____

4. How much additional traffic is expected to be generated with a liquor license? _____
None, only serve residents living in community
5. Describe any and all on- and off-street parking: _____
None, only parking lots for the community.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

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: in 2025, was not renewed
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.**

Shelby K. Pirtle
Name (Please Print)

[redacted]

Culinary Director
Title

01/02/2025
Date

Outlook

Re: Luther Oaks -Liquor License Information

From Pete Wiedman <Pete.Wiedman@lulife.org>
Date Wed 4/1/2026 8:55 AM
To City Clerk Inquiries <cityclerk@cityblm.org>

Please remove Lutheran Life Communities from the application.
Instead, it should only reflect- Luther Oaks, Inc.

Thank you,

Pete Wiedman
Executive Director
601 Lutz Road | Bloomington, IL 61704
[redacted]
pete.wiedman@lulife.org

From: Pete Wiedman <Pete.Wiedman@lulife.org>
Sent: Wednesday, April 1, 2026 6:49:35 AM
To: City Clerk Inquiries <cityclerk@cityblm.org>
Subject: Re: Luther Oaks -Liquor License Information

Hi Ashley,

The DBA Luther Oaks is a registered entity with the state. If you need me to send anything for this as documentation, please let me know.

I have attached un updated floor plan with labels. It shows the two dining rooms where residents will have the option to order beer/wine, etc. I also wrote "bar" exactly where we will serve during a happy hour or small social event for residents. The red outline does include areas for cold and dry storage.

I'll submit the tax information online.

Thank you,

Pete Wiedman
Executive Director
601 Lutz Road | Bloomington, IL 61704
[redacted]
pete.wiedman@lulife.org

From: City Clerk Inquiries <cityclerk@cityblm.org>
Sent: Wednesday, April 1, 2026 5:46:23 AM

To: Pete Wiedman <Pete.Wiedman@lulife.org>
Cc: City Clerk Inquiries <cityclerk@cityblm.org>
Subject: Re: Luther Oaks -Liquor License Information

You don't often get email from cityclerk@cityblm.org. Learn why this is important

CAUTION: THIS MESSAGE WAS SENT FROM OUTSIDE OF LLC. Use caution when opening attachments, clicking links, or responding to requests for information.

Hi Pete,

Thanks for the information. I will update your application to reflect your answers below.

I have a few follow-up questions.

1. Please confirm that the liquor license, if approved, would be under the name: **Lutheran Life Communities d/b/a Luther Oaks**. That is what we discussed on the phone previously, so I wanted to make sure we were on the same page.
    a. If that is correct, the DBA/Assumed Name Luther Oaks needs to be registered with the State of IL or McLean County.
        i. To register your DBA/Assumed Name. You can find registration information by clicking the links below:
            1. State of Illinois – Assumed Name Registration (Corporations and LLCs); or
            1. McLean County – Doing Business As (DBA)/Assumed Name Registration
2. For the floor plan that was attached, there were no labels. Please respond as soon as possible with the labeled floor plan.
3. Applicable Tax Forms must be Submitted Online- **Please submit the tax registration forms online.** *Note that we do not require copies of the submitted tax forms as we can view them internally once submitted online.*
    a. Local Tax Information can be found by clicking this link: https://www.bloomingtonil.gov/departments/finance/local-tax-information/food-and-beverage-tax. The following tax form is required to be submitted based on your application:
        i. Food & Beverage Tax- Registration is required for all liquor licensees.
        ii. Package Tax- Registration is required for all liquor licensees who select to have Package Sales in their classification

Please respond to this email with the answer to #1 and the updated floor plan. You can submited the tax registration forms online and I will check internally to verify submission.

Let me know if you have any questions.

Thank you,
Ashley Lara
Records & Licensing Specialist
City Clerk Department
City of Bloomington, IL
P: (309) 434-2312 | **E:** cityclerk@cityblm.org
115 E. Washington St., Suite 103
Bloomington, IL 61701

GENERAL REMINDERS & INFORMATION

Submitting Documents:

To help us process your information efficiently, please do not mail physical copies of any forms. All documents should be uploaded online using the Document Update Submission Form *(also found under Resources for Current Licensees on the City Clerk Dept.'s License & Permits Page)*.

Licensing Inquiries:

For the quickest and most accurate response, please email cityclerk@cityblm.org.
To avoid delays, we kindly ask that you do not send licensing information to individual City staff members.

From: Pete Wiedman <Pete.Wiedman@lulife.org>
Sent: Tuesday, March 31, 2026 2:22 PM
To: City Clerk Inquiries <cityclerk@cityblm.org>
Subject: Luther Oaks -Liquor License Information

Ashley and Leslie,

Thank you for all of you assistance.

Our DBA "Luther Oaks, Inc" is registered with the State of IL. The file number for this Entity Name is 63389889. The status is active and the entity has a registered effective date of 03-04-2004.

I will be the "owner" for Luther Oaks since we are not-for-profit as it relates to the background check. I live within Mclean County (Normal). Please use my work email pete.wiedman@lulife.org My legal name is Peter Wiedman. DOB 5/14/83.
Home address: 2959 Wolf Creek Ln. Normal 61761
I can take care of the invoice for this whenever you have it ready.

Application Responses/Information

In the application section *Status of Business Information*

1. Question #3 asks if any individual owning more than 5% of stock in the applicant business is ineligible to hold a liquor license for any reason other than citizenship or residence. The applicant answered N/A, but in #1 it was indicated that the State of IL Business Filing is "Limited Liability Company". The Legal Entity Agent listed is not shown to be an LLC. *The State of IL Entity is Inc not LLC (please see above for entity information)*

In the application section *Business Owner/Operator*

2. Question #1 asks the applicant to verify the following:
    a. That all owners, officers, partners, etc. are 21 years of age or older;
    b. That all owners, officers, partners, etc. are citizens of the United States; and
    c. That no owner, officer, partner, etc. have ever been convicted of the following:
        i. Any felony, or 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);
        ii. A violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor; and
        iii. Pandering or any other crime opposed to decency and morality.

The applicant answered "No" to all of the above, which indicates that one or more owners, officers, partners, etc. are under 21 years of age, not US citizens, and have been convicted of all of the felonies listed above.
The answer to all questions above for the owner/operator is YES

3. Question #5 asks if the proposed premises is owned. The applicant answered "No" but also indicated that a lease agreement does not exist. *That was a previous incorrect response. The premises is owned.*

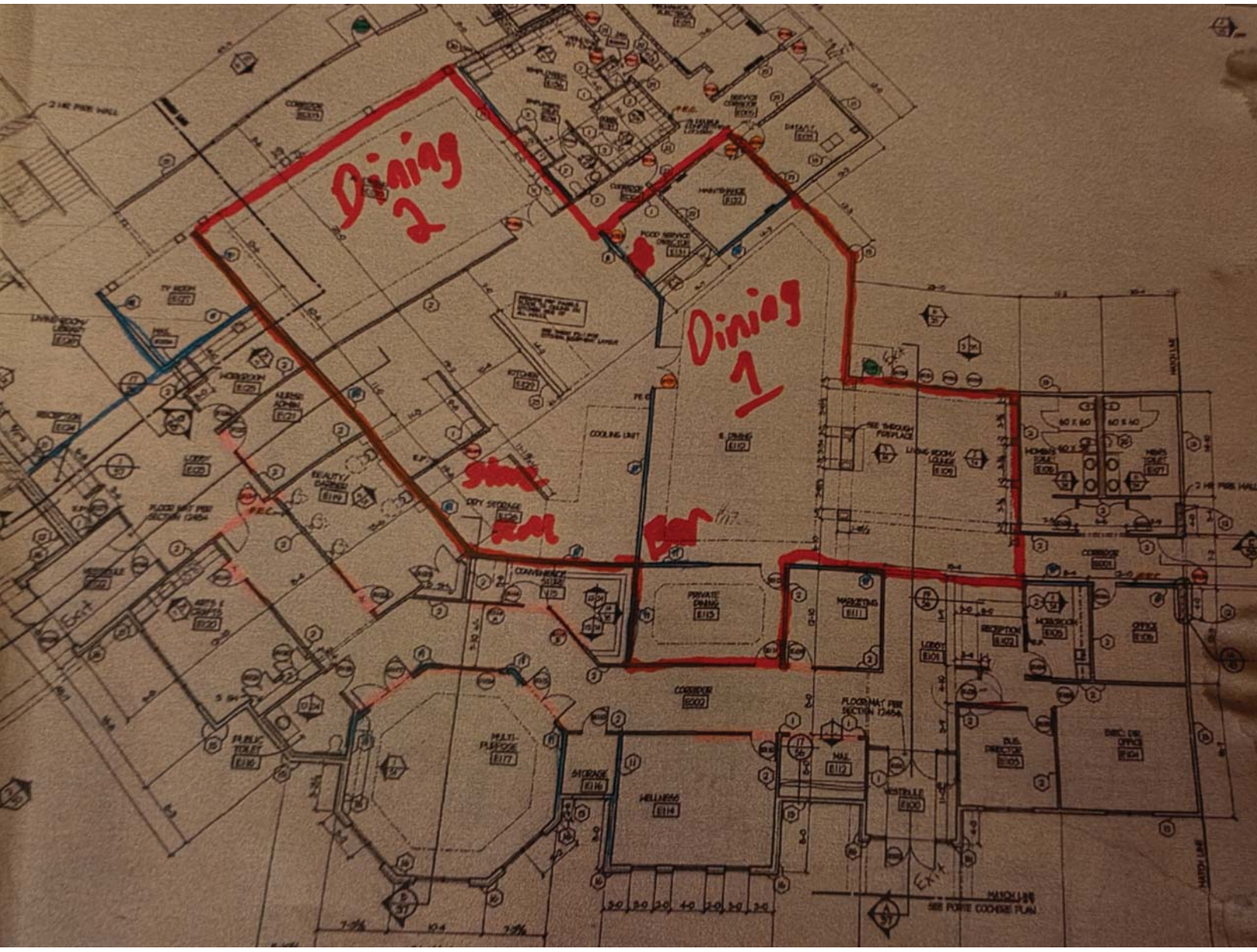
I will also send separate updated plans with highlights for areas of distribution/storage.

Pete Wiedman
Executive Director
601 Lutz Road | Bloomington, IL 61704
[redacted]
pete.wiedman@lulife.org



Luther Oaks is a Lutheran Life Community
empowering vibrant, grace-filled living across all generations

www.LutherOaks.org


Dining 2
Dining 1
PRIVATE DINING
COOLING UNIT
KITCHEN
DRY STORAGE
COMMISSARY
MULTI-PURPOSE
STORAGE
HALLWAY
PUBLIC TOILET
BEAUTY/BARBER
TV ROOM
LIBRARY/STUDY LOUNGE
RECEPTION
LOBBY
MAIL
MANAGERS
OFFICE
BUS DIRECTOR
CORRIDOR
VESTIBULE
LIVING ROOM/LOUNGE
SEE THROUGH FIREPLACE
HOBBIES
EXIT
SEE PORTE COCHERE PLAN

Luther Oaks Senior Living
Lutheran Home & Services
and Remodeling For:

and Remodeling For:

Luther Oaks Senior Living

Lutheran Home & Services

Bloomington, Illinois

GENERAL NOTES:

1/8" FIRST FL

Luther Oaks Senior
1/8" RST FLOOR

The following Item was presented:

Item 5. D. Public Hearing and Action on an Application from Luther Oaks, Inc., located at 601 Lutz Rd., Requesting Approval of a Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

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Item 5. E. Public Hearing and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:19 p.m.

Tony Maier, President and CEO of Four Seasons Association (Applicant), after being sworn, addressed the Commission. Mr. Maier explained that the organization had served the Bloomington-Normal community for over 60 years as a locally owned, community-focused facility

Consent Agenda Item No. 7.V.

For City Council: May 11, 2026

Ward Impacted: Ward 1

Subject: Consideration and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: Four Seasons Association, Inc. (Applicant), located at 904 Four Seasons Rd., is requesting approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License. If approved, the applicant hopes to use the license to host events, such as weddings or other celebrations.

After a Public Hearing on April 14, 2026, the Liquor Commission positively recommended the application to Council with the condition that all events meet current occupancy loads unless otherwise approved by the Development Services Department.. Draft minutes of the hearings 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 April 5, 2026, in *The Pantagraph*. 94 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class CAS 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 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 122. It is also the establishment’s responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. Application_Four Seasons Legacy Center
2. Draft Liquor Commission Minutes_Four Seasons Legacy Center

CITY CLERK DEPARTMENT

City Council Item Verification Memo

Liquor Commission Date 04/14/26 **City Council Date** 05/11/26

Acct. #	TBD	**Billing Cycle**	Semi-Annual
Legal Entity Name	Four Seasons Association, Inc.	**DBA/Assumed Name**	Four Seasons Legacy Center
Business Address		**Zip Code**	
Ownership	N/A	**Agents/Managers**	Michael Anthony Maier, President & Chief Executive Officer

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Board of Director and Executive Team Information – *The organization has no stock ownership.*
- Financial Statement
- Articles of Incorporation
- Computer Generated Site/Floor Plan
- Certificate of Liability Insurance
- $2,000 Bond
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
  - Michael Anthony Maier, President & Chief Executive Officer – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Applicant Entity Owns Proposed Premises
- B/N Food & Beverage Tax Registration Form Submitted
- B/N AMST Tax Registration Form Submitted

Items/Amount Past Due to the City of Bloomington

- Development Services Department:
  - Amount Owed: $110

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Four Seasons Association Incorporated
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Four Seasons Legacy Center
Legal Entity Address *(including City, State, and Zip)*	[redacted]
Legal Entity Phone Number	309-661-8611
Legal Entity Email Address	information@4seasons-club.com
Establishment Address including Zip	904 Four Seasons Rd., Bloomington, IL 61701
Establishment Phone Number	309-661-8611
Establishment Email Address	information@4seasons-club.com
***Email Address for ALL City Communications:**	[redacted]

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Michael Anthony Maier	Lexington	IL	61753
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
George C. Wood	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Melissa Alcorn	Bloomington	IL	61704-4789
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship** ☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC) ● **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached. *A copy of the Articles of Incorporation must be attached.*

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

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

_____

_____

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

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

● Yes ☐ No Are 21 years of age or older.

● Yes ☐ No Are citizens of the United States.

☒ Yes ● No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ● No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ● No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ● Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ● Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ● No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

4. ☐ Yes ● No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

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

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

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Private Club/Event Venue Space
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* Clubs All Types CA
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To create an additional revenue stream for the business.
7. If approved, how would the liquor license benefit the City and its residents? I would increase the likellihood of this business being profitable with additional revenues.
8. ● Yes ☐ No Will the establishment offer live entertainment in the establishment*? If yes, please explain:* Possibly with different venue events for example weddings or other celebrations.
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Most of the revenues will be membership dues and space rental.
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ● Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	5 am*	8 pm
Tuesday:	Closed	Closed
Wednesday:	5 am*	8 pm
Thursday:	Closed	Closed
Friday:	5 am*	8 pm
Saturday:	8 am	6 pm
Sunday:	8 am	6 pm

*Applicant confirmed alcohol sales will only be permitted during the City Code approved hours.

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? Similar

2B. Is the area predominately residential, are they single or multi-family homes? Mixed some multi family and single.

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* our Seasons Road that intersects with Oakland to the North and Lincoln to the South.
4. How much additional traffic is expected to be generated with a liquor license? Minimal
5. Describe any and all on- and off-street parking: We have plenty of parking with an overflow lot North of the business.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? Zero

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
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:
Four Seasons has been an established business in the Bloomington for over 60 years and would appreciate the consideration as it pivots the Four Seasons Road Location into different business and revenue streams.

Additional License Interests:

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

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☒ Yes ☐ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

Michael Anthony Maier	President and CEO
Name (Please Print)	**Title**
[redacted]	12-5-2025
Signature	**Date**

Outlook

RE: Liquor License Application Update, Documents/Corrections Needed - FOUR SEASONS LEGACY CENTER

From [redacted]
Date Tue 1/20/2026 3:29 PM
To City Clerk Inquiries <cityclerk@cityblm.org>

1 attachment (578 KB)
Michael Maier Backround Check 2026.pdf;

Ashley,

Responding to some of these. Our client understands the hours the city allows alcohol to be served. The hours of operation for the facility include the swimming pool and other facilities, it will not include the sale of alcohol. The intent here is having it be rentable as a venue space so it is unlikely an event would want to serve that early.

That said, we understand clearly what City code says on that.

On the crime section, I believe that section was misread given its wording. None of the Board have been convicted of any of those crimes. That section was filled out incorrectly. I have attached Tony Maier's background check for reference as well.

How can we correct that part?

Michael G. Butts
Attorney
WOOD, DEVARY, ARMSTRONG, HOUSKA & BUTTS, P.C.
207 West Jefferson Street, Suite 400
Bloomington, Illinois 61701
Telephone: 309.827.0044
Facsimile: 309.829.0328
[redacted]



NOTICE: The contents of this communication and any attachments are intended solely for the addressee(s) named in this message. This communication is covered by the Electronic Communications Privacy Act, found at 18 U.S.C. § 2510 et. seq. and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

From: City Clerk Inquiries <cityclerk@cityblm.org>
Sent: Tuesday, January 20, 2026 1:59 PM
To [redacted]
Cc: City Clerk Inquiries <cityclerk@cityblm.org>
Subject: Liquor License Application Update, Documents/Corrections Needed - FOUR SEASONS LEGACY CENTER
Importance: High

Good Afternoon,

Thank you for submitting a Primary Liquor License Application to the City of Bloomington. After reviewing your submission, we noticed that some corrections are needed.

Note that a response with the below updates and/or submission of the required documents must be completed no later than 4:30 p.m. on Thursday, January 22, 2026, in order to remain in consideration for the March 2026 Liquor Commission Meeting.

Please take a moment to review the information below to see what may be missing or needs to be updated. To help us process your information efficiently, please do not mail physical copies of any forms. All documents should be uploaded online using the Document Update Submission Form.

Licensee and/or Application

Application Responses/Information

1. In the section *Impact of Establishment*
   a. Question #1 asks what the proposed hours of operation would be, if approved. The applicant answered that they would be open from 5 am on certain days. Under Bloomington City Code Chapter 6, Section 21(A)(1), there are specific restrictions on when alcohol may be sold. Generally, alcohol sales are permitted Sunday through Thursday, 6 AM to 1 AM, and on Friday and Saturday, 6 AM to 2 AM. Please review the code section to ensure the applicant has an understanding of the permitted hours and provide an updated start time for Mondays, Wednesdays, and Fridays. *Once provided, I will update your application internally.*

2. In the application section *Business Owner/Operator*
   a. Question #1 asks the applicant to verify that no owner, officer, partner, etc. have ever been convicted of the following:
      i. Any felony, or 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);
      ii. A violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor; and
      iii. Pandering or any other crime opposed to decency and morality.
         1. The applicant indicated that an owner, officer, partner, etc. has been convicted of all of the above. *Please provide details of each conviction, including the name of the person(s) convicted, and the date, location, and details of the convictions*.

Required Documents

Outlook

Re: Liquor License Application Received, Additional Owner Information Needed - FOUR SEASONS LEGACY CENTER

From [redacted]
Date Mon 1/5/2026 10:34 AM
To City Clerk Inquiries <cityclerk@cityblm.org>; [redacted]

Good Afternoon Ashley,

Thank you for your message and for outlining the requirements related to the background investigation process.

Four Seasons Association, Inc. is structured as an incorporated association rather than a traditional for-profit corporation. As such, there is no stock ownership, and no member of the Board of Directors or Executive Team holds any percentage of ownership. All revenues generated by the organization are reinvested back into the operations of the association or into the communities we serve. Accordingly, the percentage of ownership for all individuals is not applicable.

In response to your request, I will serve as the individual acting as manager/agent of the business for purposes of the background investigation. My information is provided below:

[redacted]

P [redacted] is required at this time. I appreciate your assistance and guidance throughout this process.

Live Well
Tony Maier, President & CEO
Office 309-661-8611 Ext 300
[redacted]
Book time with Tony Maier

Outlook

Fw: 904 FOUR SEASONS RD - FOUR SEASONS LEGACY CENTER - LIQUOR LICENSE

From Christopher McAllister <cmcallister@cityblm.org>
Date Wed 4/8/2026 8:42 AM
To Ashley Lara <alara@cityblm.org>
Cc Leslie Yocum <lyocum@cityblm.org>

6 attachments (7 MB)

Application_Four Seasons Legacy Center 2.pdf; Application_Four Seasons Legacy Center 27.pdf; Application_Four Seasons Legacy Center 28.pdf; Application_Four Seasons Legacy Center 29.pdf; Application_Four Seasons Legacy Center 30.pdf; Application_Four Seasons Legacy Center 31.pdf;

Good morning,

Brad conducted initial inspection at this location, and reported that it is the intent to use gymnasiums in the future as event spaces. It sounds like this may be a bit down the road, but it could have significant code implications that would need to be reviewed.

Pending completion of items noted in fire inspection, I think I would be okay approving for liquor license if condition could be placed on their Liquor License limiting use of those spaces until they can be formally approved for that use.

Suggested language might be "Use of gymnasium spaces as event spaces is prohibited until a Change of Use is completed with the Building Safety Division."

Thank you,

Bloomington ILLINOIS

Christopher McAllister
Building Official
Phone: 309-434-2226
Direct: 309-434-2447
Email:cmcallister@cityblm.org
115 E WASHINGTON ST., SUITE 201
BLOOMINGTON, IL 61702
WWW.BLOOMINGTONIL.GOV

From: Christopher McAllister <cmcallister@cityblm.org>
Sent: Thursday, March 26, 2026 1:46 PM
To: Brad Melton <bmelton@cityblm.org>
Subject: 904 FOUR SEASONS RD - FOUR SEASONS LEGACY CENTER - LIQUOR LICENSE

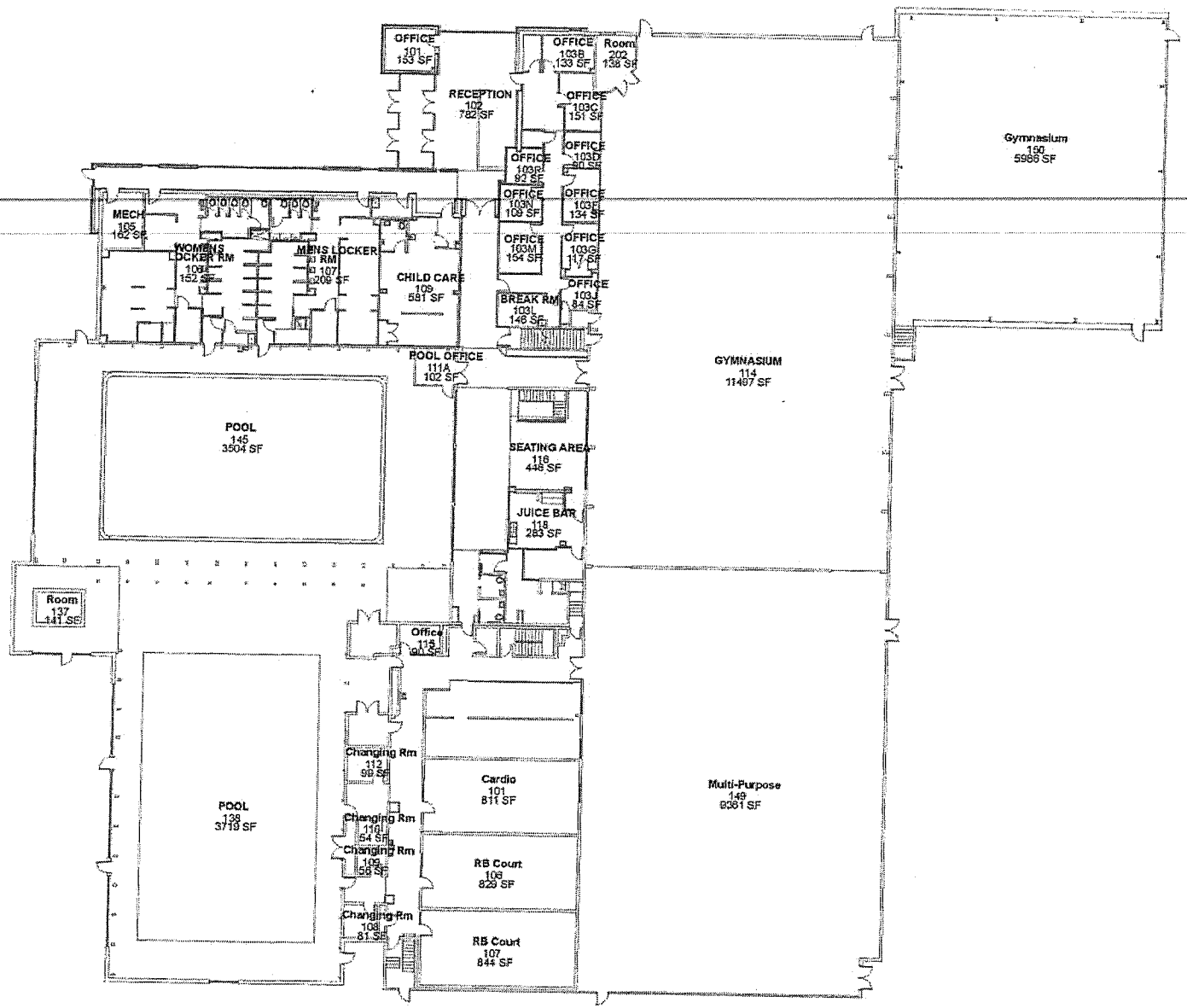
Hello,

Please perform inspection for Liquor at the above location. Contact sheet and floor plans attached -

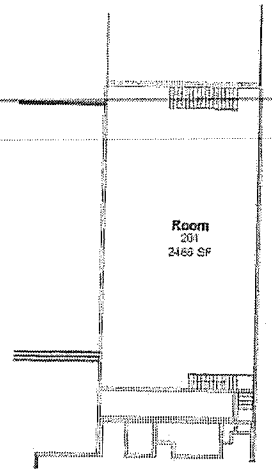
Thank you,

Christopher McAllister
Building Official
Phone: 309-434-2226
Direct: 309-434-2447
Email:cmcallister@cityblm.org
115 E WASHINGTON ST., SUITE 201
BLOOMINGTON, IL 61702
WWW.BLOOMINGTONIL.GOV

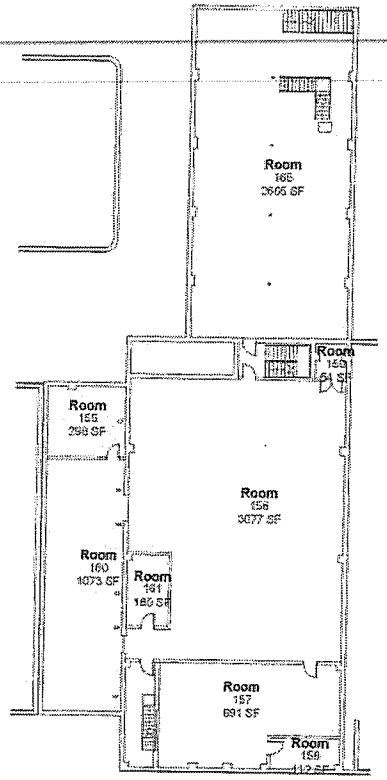

Key:
Consumption Areas
Service Area
Liquor Storage
Liquor Storage
Service Area
Consumption Areas
FIRST FLOOR PLAN



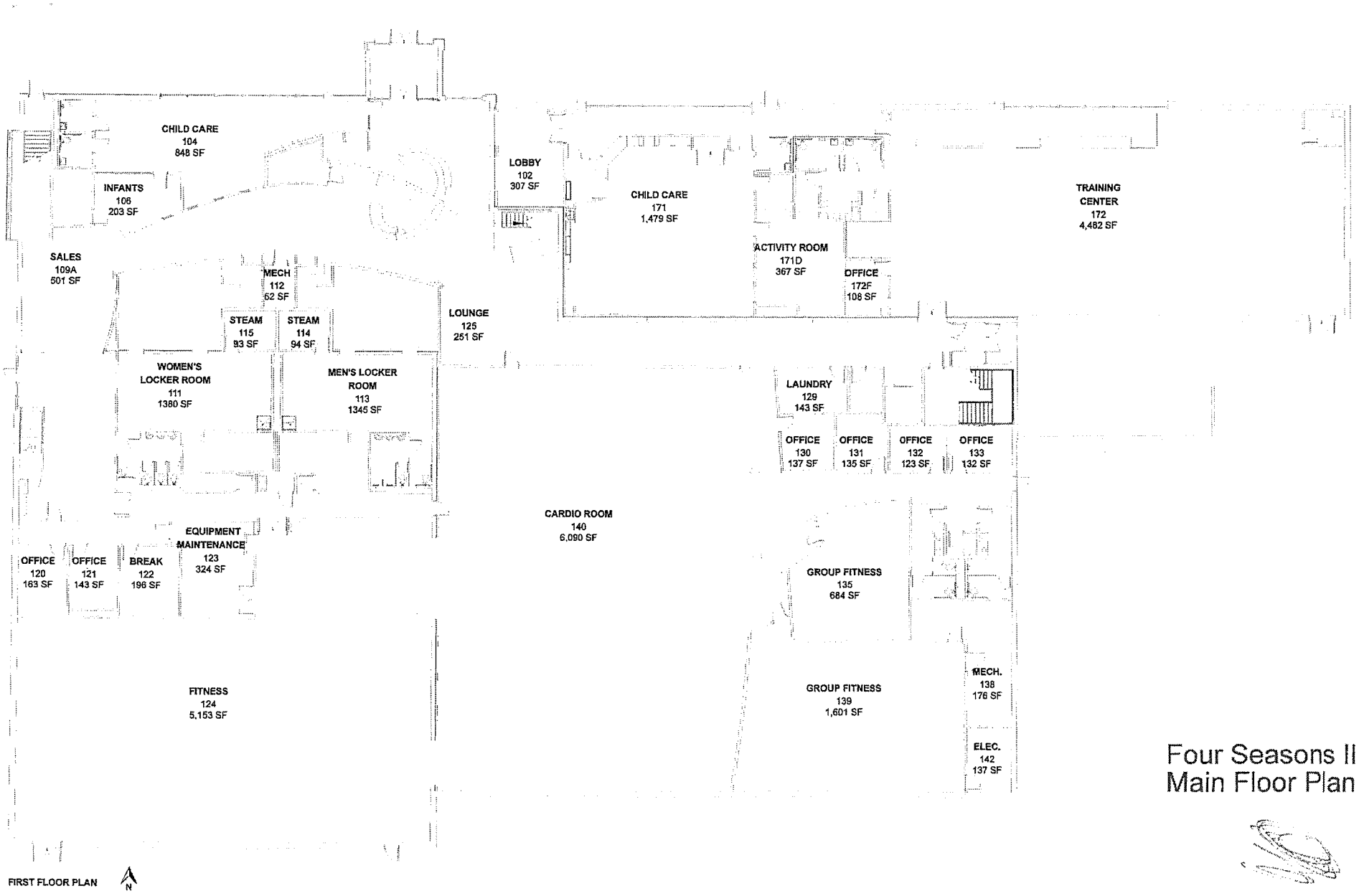
FIRST FLOOR PLAN



SECOND FLOOR PLAN



BASEMENT FLOOR PLAN



FIRST FLOOR PLAN

Four Seasons II
Main Floor Plan



Four Seasons II
Second Floor Plan

Motion carried.

Item 5. E. Public Hearing and Action on an Application from Four Seasons Association, Inc., d/b/a Four Seasons Legacy Center, located at 904 Four Season Rd., Requesting Approval of a Class CAS (Clubs, All Types of Alcohol, and Sunday Sales) Liquor License. *(Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)*

Commissioner Meister opened the Public Hearing at 4:19 p.m.

Tony Maier, President and CEO of Four Seasons Association (Applicant), after being sworn, addressed the Commission. Mr. Maier explained that the organization had served the Bloomington-Normal community for over 60 years as a locally owned, community-focused facility dedicated to health, wellness, and meaningful connections. He noted they had recently converted one of their original buildings into the Legacy Center, intended for community events, family gatherings, and special programs, and that the liquor license request was presented as an extension of this vision, which would enable them to serve alcohol at private and community events while generating additional revenue to reinvest in facilities and programming. He emphasized their commitment to professional, responsible operations, full compliance with local regulations, and maintaining the high standards the community expects.

Commissioner Meister clarified that, as proposed, nothing substantial about the operation was changing—the facility would be used as an event space, and the liquor license was intended to support that use. She then asked what the operating hours were. Mr. Maier stated they were open 5 A.M. to 8 P.M., Monday, Wednesday, and Friday and would open for special events on Tuesdays and Thursdays.

Commissioner Meister asked if staff were BASSET Certified. Mr. Maier noted that a few staff were already trained and that they would be getting more trained as well.

Commissioner Bedeker asked for clarification on the location of the establishment. Mr. Maier explained that alcohol service would be centered in the café area, and that, during the application process, staff had him clearly mark in green on the submitted materials all specific areas where alcohol would be allowed, depending on where events are held.

Commissioner Jordan clarified that the alcohol would only be used for special events. Mr. Maier confirmed.

Asst. Corporation Counsel George Boyle asked what type of events would be held. Mr. Maier answered that they would have recreational type of events, such as pickleball, basketball, and volleyball. He then noted that they had requests for family reunion type of events as well.

Building Official Chris McAllister explained that the gymnasiums were originally designed and evaluated to be used as gym spaces, which carried a relatively low occupant load. He further explained that large assembly events, such as weddings or big family reunions, could significantly increase the number of people in those spaces, and that higher occupancy had not yet been evaluated. He noted that, as discussed with the fire inspector, holding those larger types of events in the gyms would require a formal change-of-use review by his department to ensure the spaces could safely accommodate the crowd, considering exits, fire suppression systems, and other safety requirements. Mr. Maier noted a fire inspection had been completed.

Mr. McAllister confirmed that a fire inspection had been completed, but only for the current use of the area as a gym. He explained that configuring the space for large events, such as weddings, would significantly increase occupancy, and that higher load has not yet been evaluated. He then recommended that, until a formal change-of-use process was completed, large assembly-type events should not be held in the gymnasiums, although the café and similar areas appeared acceptable under current conditions.

Commissioner Meister confirmed that the main concern was not that a fire inspection had not been done, but that the allowable occupancy for the gymnasium areas had not yet been evaluated for larger events. Mr. McAllister agreed and confirmed that, as the fire inspector previously explained to the applicant, they would need to go through a formal change-of-use process if they wanted the gymnasium to be treated and used as an event space with higher occupancy.

Mr. Boyle explained that using the gym for activities like basketball was very different from using it for banquets or parties and that those larger “assembly” events typically involved many more people, so they required a different type of fire-safety and occupancy analysis than a standard gym use.

Commissioner Bedeker noted that much of the discussion had drifted into hypotheticals about future large events. He acknowledged that, if Four Seasons wanted to host those types of events later, they would need to meet all code requirements but clarified that the current application was primarily for serving alcohol in the café area, and that the broader conversation about gym use arose from questions about possible future uses. Mr. Maier confirmed.

Commissioner Meister confirmed that the café area—already clearly identified in the application as the primary alcohol service area—is not in dispute. She asked Mr. McAllister to confirm that if the applicant later wanted to expand events into the gymnasiums, they could return at that time to have occupancy and safety for those spaces formally evaluated.

Mr. McAllister stated he did not object to alcohol being consumed in the gymnasiums for typical athletic uses—such as people playing basketball or pickleball who may also have drinks in those spaces—as long as it fit within current safety limits. He explained that his concern was with large events like weddings or big parties in the gyms, which significantly increased occupancy and raised safety and code issues, so he wanted clear limits on those types of high-capacity events.

Michael G. Butts, Attorney for Four Seasons Association (Applicant), after being sworn, addressed the Commission. Mr. Butts clarified that much of the discussion with Mr. McAllister was not strictly about the liquor license itself, but about ensuring Four Seasons was in full compliance with the fire code and noted that while fire safety was important and related to alcohol service, the occupancy and code-compliance questions were technically a separate issue from the Commission’s decision to grant the liquor license. Mr. McAllister reiterated that he had no objection to alcohol being served or consumed in the gym spaces under their current, lower occupancy uses. He explained that his concern was specifically with alcohol service during large events in those areas, which could create safety and code issues. He stated that any plans for those larger events could be addressed later through a formal change-of-use process.

Mr. Boyle suggested that, if the license was approved, the City and Four Seasons should clarify in writing which types of events and which spaces were permitted for alcohol use. He noted that Mr. McAllister was comfortable with alcohol in gym spaces for athletic activities, but not for banquet-style events, and proposed working with Mr. Butts to draft language—attached as a condition when the matter goes to Council—that clearly defined allowable uses. He believed this would give the licensee clear guidance on what is permitted and provide the City with a solid basis for enforcement.

Commissioner Meister clarified that, as the application currently stands, alcohol service was specifically outlined in the café area and explained that if the Commission approved the license now, it would be based on alcohol being served there. She then stated that if Four Seasons later wanted to host larger events or expand alcohol service beyond the café, they would then work with Mr. McAllister to review occupancy and safety requirements before moving forward. Mr. Boyle responded that he understood the café was defined as the service area on the application but emphasized that the Commission also needed clarity on where alcohol may be possessed or consumed, not just where it would be served.

Mr. Maier noted that the consumption areas were outlined in the application.

Mr. Boyle confirmed that the approved possession and consumption areas did include the gymnasiums and stated that having specific, written detail about where alcohol could be possessed and consumed would benefit both the licensee and the City by avoiding confusion in the future.

Ashley Lara, Records & Licensing Specialist clarified that the approved alcohol consumption areas identified in the application included the café, the hallway directly adjacent to the café, and all three gymnasium spaces (including the slightly lower-level gym). She noted that, if the license was granted, patrons would be allowed to consume alcohol in all of those designated areas.

Mr. Butts noted that before the final Council meeting, there would be sufficient time for Four Seasons to meet with Mr. McAllister and his staff to review any issues and ensure all consumption areas were in full compliance with the fire code.

Commissioner Meister explained that, as written, the application would allow alcohol consumption in the gymnasiums. She stated that, if the Commission voted to advance the request, a stipulation should be added requiring Four Seasons to work with Mr. McAllister to resolve occupancy and capacity concerns before the item goes to City Council on May 11, 2026.

Mrs. Yocum clarified that the was currently occupancy in the gyms but it was low. Mr. McAllister explained that as a gym, the space was calculated at about 50 sq. ft. per person, but if it were used as a dance floor or similar event space, the standard dropped to about 5 sq. ft. per person. He noted he does not expect Four Seasons to reach those extreme levels with their intended use but emphasized that large events could dramatically increase the number of people in the space and therefore have major safety implications.

Mrs. Yocum suggested that the license could proceed based on the gymnasiums' existing, relatively low occupancy limits, so long as Four Seasons understood those limits and if they later decided to use the gyms for higher-capacity events such as banquets or weddings,

they would then need to work with Mr. McAllister and his department on a change-of-use review and have the space re-evaluated. Mr. McAllister agreed.

Commissioners Bedeker noted that one proposed condition states the gymnasiums cannot be used as event spaces until a formal change-of-use is completed with the Building Safety Division. He emphasized he did not want to be misleading and was checking that this language was acceptable.

Mr. Butts explained that while Four Seasons had hosted events like family reunions in the space, larger events such as weddings would create very different occupancy demands and might require different fire suppression, exits, and signage. He emphasized that such high-capacity events were not part of the current plan or application and were only hypothetical future possibilities, likely not occurring within the next six to twelve months. He confirmed that they understood that if they eventually held events like weddings with formal seating, they would need to ensure the building complies with fire code and obtain approval from the Building Safety Division, and he note4d the discussion had drifted into future scenarios that go beyond the immediate request.

Mr. McAllister reiterated that he was comfortable with the license moving forward and with alcohol being used or consumed in the gymnasiums under their current, low occupancy limits. He explained that his recommendation was that any move to use the gyms for larger assembly-type events would require Four Seasons to come back to the Building Safety Division for review and approval.

Mr. Boyle asked how “large events” would be defined so the applicant clearly understood the limits. He noted that the conversation began with using the gym as an event space but then shifted to identifying certain types of events that would not be permitted without different occupancy rules, and he wanted a clear standard to distinguish those higher-capacity events. Mr. McAllister responded that, for now, they could use the current gymnasium occupant load as the upper limit. He noted that this still provided a fairly large capacity for short-term use, while clearly marking the threshold beyond which a different review would be required.

Mr. Boyle agreed that using the existing gym occupancy limit as the cap made sense and noted that staff could inform Four Seasons of the exact number. He explained that his goal was to ensure everyone clearly understood what was allowed under the license so the licensee did not inadvertently violate the rules, and so the City can easily determine whether any observed event is in compliance or not.

Mr. Maier ensured the Commission that he would contact the City before any big events to gain approval.

Asst. Police Chief Williams noted that the Police would not like to see large parties.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:43 p.m.

Commissioner Bedeker made a motion, seconded by Commissioner Jordan, to positively recommend the Item to Council with the condition that all events meet current

occupancy loads unless otherwise approved by the Development Services Department.

Commissioner Meister directed the Clerk to call roll:

AYES: Meister; Jordan; Bedeker

Motion carried.

New Business

No New Business to discuss.

Adjournment

Commissioner Bedeker made a motion, seconded by Commissioner Jordan, to adjourn the meeting.

AYES: Meister; Jordan; Bedeker

Motion carried.

(viva voce).

CITY OF BLOOMINGTON

_____ _____

Dan Brady, Commissioner Leslie Smith-Yocum, City Clerk

Regular Agenda Item No. 8.A.

For City Council: May 11, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving the Exchange of Property Between the City of Bloomington and Illinois Wesleyan University (PIN: #21-04-133-010 and Part of PIN: #21-04-133-009), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Priorities:

Priority Area 4: Economic Vitality. Furthering economic vitality through job growth, business retention and recruitment, workforce development, and strategic growth that supports both current residents and future opportunities. This includes attention to zoning, childcare access, commercial and residential growth, and maintaining Bloomington as a competitive and desirable community.

Background: The City of Bloomington and Illinois Wesleyan University ("IWU") have been co-marketing the parcels located in the 800 block of North Main Street, formerly part of the Mennonite Hospital. This project area falls within the Downtown Tax Increment Financing ("TIF") District, which was established in 2024 and has had some interest in redevelopment, but due to the jointly marketed nature of the property, the ability to move forward and the feasibility of any development has not been possible.
The City and IWU have agreed to exchange real estate in order to facilitate development that can benefit both the community and the university.
The City has agreed to exchange the property as shown in Exhibit B, totaling 0.738 acres, more or less, with Illinois Wesleyan University for the property as shown in Exhibit A, totaling 0.93 acres, more or less. The IWU parcel consists of the remaining former dormitory and long-term healthcare facility.

Ultimately, having the parcels conveyed to the City makes it easier to market the property and allows for a clearer path forward for development.

With this exchange, there will be no funds exchanged. However, the City has had multiple conversations with interested developers and anticipates a process whereby we ultimately come before council with an agreement to redevelop the property. An agreement would require the developer to demolish the structures. However, it should be noted that the structures do ultimately become the responsibility of the City until an agreement is reached.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the Exchange of Property Between the City and IWU will be executed. No immediate financial impact beyond closing and title costs. We recognize that the City will be entering into a redevelopment agreement with a developer in the future to help redevelop the site, including the potential demolition of the existing buildings. The closing and

title costs would be paid from the Economic Development-Other Miscellaneous Expenditure account (10019170-79990). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 238.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Agreement

ORDINANCE NO. 2026 - ____

AN ORDINANCE APPROVING THE EXCHANGE OF PROPERTY BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY (PIN: #21-04-133-010 AND PART OF PIN: #21-04-133-009)

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government as defined in Article VII, Section 6 of the Illinois Constitution of 1970, with authority to legislate matters concerning its local government and affairs, including the disposition, acquisition, and/or exchange of real property interests; and

WHEREAS, the City owns approximately 3 acres of real property in the 800 block of North Main Street, Bloomington, Illinois, consisting of a grassy area, a medical building, and an asphalt parking lot (the "City Parcels"), currently identified for assessment purposes as PIN #21-04-133-009 and formerly part of the Mennonite Hospital Redevelopment Project Area (the "Project Area"); and

WHEREAS, Illinois Wesleyan University (“IWU”) is the owner of approximately 1.093 acres of real property commonly known as 801 North Main Street, Bloomington, Illinois, consisting of a parking lot, a former dormitory building, and a former long-term healthcare facility (the "IWU Parcels"), which are currently identified as PIN #21-04-133-010; and

WHEREAS, the City Parcels and the IWU Parcels are located within the Downtown TIF District established on July 22, 2024, by Ordinance Number 2024 - 055; and,

WHEREAS, the City and IWU, an independent, private, not-for-profit university, have discussed and considered an exchange of properties whereby the City would acquire a parcel of approximately 0.93 acres from IWU in exchange for a parcel of approximately 0.738 acres located east of the vacated East Street, plus the eastern 14 feet of the vacated portion of East Street (see Exhibit A); and

WHEREAS, the IWU Parcels contain vacant buildings (the "IWU Buildings") that the City expects to be demolished as part of future development, and that options for financing the cost are expected to be part of any future development agreement; and

WHEREAS, Staff believe that the portion of the City Parcels to be transferred are no longer necessary, appropriate, or required for the use of the City, and that a substantial public benefit will be achieved by the elimination of blight resulting from the removal of the vacant buildings and the contemplated redevelopment within the Downtown TIF District; and

WHEREAS, the City Council finds that the proposed property exchange is in the best interests of the City to facilitate redevelopment within the Downtown TIF District, and that the Agreement, attached hereto as Exhibit A, should be approved.

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

SECTION 1. That the recitals set forth above are incorporated herein.

SECTION 2. The City Manager, or designated representatives, is authorized to execute the proposed Agreement for the Exchange of Property (Exhibit A), and all other documents necessary to complete the transaction.

SECTION 3. If 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 authority granted to the City as a home rule unit 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 11th day of May 2026.

APPROVED this ____ day of May 2026.

CITY OF BLOOMINGTON

_____
Dan Brady, Mayor

ATTEST

_____
Leslie Yocum, City Clerk

EXHIBIT A

AN AGREEMENT FOR THE EXCHANGE
OF PROPERTY BETWEEN THE CITY OF BLOOMINGTON
AND ILLINOIS WESLEYAN UNIVERSITY

THIS REAL ESTATE EXCHANGE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____**, 2026**, by and between the CITY OF BLOOMINGTON, a Municipal corporation created and existing under and by virtue of the laws of the State of Illinois, (the "City''), and ILLINOIS WESLEYAN UNIVERSITY, an Illinois corporation under the Illinois Special Charter Not for Profit Corporations Act, having its principal business office located at 1312 Park Street, Bloomington, Illinois ("IWU").

WITNESSETH:

RECITALS

WHEREAS, the City and IWU have discussed and considered an exchange of properties that would be beneficial to the citizens of the City and to IWU, including parcels located in the 800 block of North Main Street, Bloomington, Illinois, formerly part of the Mennonite Hospital Redevelopment Project Area (the "Project Area"); and,

WHEREAS, all the real estate is within the Downtown TIF district established on July 22, 2024 by ordinance number 2024-055; and,

WHEREAS, the City owns approximately 3 acres of real property in the Project Area, consisting of a grass area formerly improved with a medical building and an asphalt parking lot (the "City Parcels"); and,

WHEREAS, IWU owns approximately 1.093 acres of real property in the Project Area, consisting of a parking lot, a former dormitory building, and a former long-term healthcare facility (the "IWU Parcels"); and,

WHEREAS, the IWU Parcels contain vacant buildings (the "IWU Buildings") that will need to be demolished at an estimated cost of $1.4-$1.8 million; and,

WHEREAS, the Parties agree that any easement upon the involved Real Estate for the purposes of public and private utilities shall remain valid and enforceable for these purposes; and,

WHEREAS, the City Council has determined a substantial public benefit will be achieved by the contemplated redevelopment and the elimination of blight (removal of vacant buildings) within the downtown and subject TIF District; and

WHEREAS, the redevelopment of the Project Area is located within the Downtown Tax Increment Finance District and may be eligible for redevelopment incentives from the City.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto stipulate and agree as follows:

SECTION 1. IWU REAL ESTATE CONVEYED

In consideration of the conveyance by the City in this Agreement, IWU agrees to convey to the City all of its right, title, and interest in an IWU Parcel located in the City of Bloomington, Illinois, including the IWU Parking Lot and IWU Buildings, which are more commonly known as 801 North Main Street, Bloomington, Illinois, currently identified for assessment purposes as PIN #21-04-133-010, as set forth in Exhibit A.

SECTION 2. CITY REAL ESTATE CONVEYED

In consideration of the conveyance by IWU described in Section 1, the City agrees to convey to IWU all of its right, title, and interest in the land directly north of the IWU owned parcel, commonly known as PIN 21-04-205-014, which is more particularly described as all that portion of PIN 21-04-133-009 lying east of vacated East Street, plus the eastern 14 feet of vacated East Street, more specifically described as: All of Lots 2, 3, 6, 7, and the northern 18.5 feet of Lot 10 in Block 7 of The Durley Addition to the City of Bloomington, plus the East 14 feet of vacated East Street, lying West of and adjacent, situated in the County of McLean, in the State of Illinois and shown in Exhibit B.

SECTION 3. USE OF PARKING LOTS

Until such time as redevelopment of the Project Area commences, the IWU Parking Lot and the City Parking Lot, being adjacent and interconnected, may be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Both Parties grant each other full reciprocal use of their respective parking lots.

The City may, at its option and expense, make improvements to or provide maintenance for the IWU Parking Lot, including restriping, patching, snow removal, or debris clearance, subject to IWU's prior written approval. Each party remains responsible for insurance and maintenance of its own parking lot. Such insurance shall include liability coverage with a minimum limit of Two Million Dollas ($2,000,000) per occurrence in coverage. Both Parties agree to name the other as an additional insured with respect to this coverage, up to a total of a total of $2 million.

SECTION 4. REDEVELOPMENT PREPARATION

To facilitate redevelopment of the Project Area:

1. **Signage Outlot.** The Parties agree to establish an appropriate outlot and/or easement area within the Project Area to allow IWU to maintain campus identification signage which signage shall be prominent to vehicular and pedestrian traffic, consistent with existing

campus aesthetics and architecture. The exact location and design shall be subject to mutual written agreement.

2. **Demolition Responsibility.** The City assumes responsibility for the maintenance and demolition of the existing buildings, and all costs related thereto, upon conveyance of the property subject of this Agreement. The City, at is sole discretion, shall determine the time and manner of demolishing the buildings on the property conveyed to it under this Agreement.
3. **Review Panel.** The City shall establish a panel to review development proposals for the newly formed City-owned parcel, with an included representative from IWU. Acceptable project types include residential development and/or mixed-use residential/commercial development.
4. **Facade and Site Improvements.** The Parties agree to collaborate on identifying public-facing site and facade improvements that will support redevelopment objectives and ensure consistency with the character of the surrounding area.

SECTION 5. EASEMENTS

All existing easements for public and private utilities upon the involved Real Estate shall remain valid and enforceable.

SECTION 6. REPORTING

The City shall make available to IWU updated information about development proposals submitted for the Project Area.

SECTION 7. PURCHASE OFFER

IWU acknowledges and agrees that some version of vertical development will occur upon the newly formed IWU parcel within 10 years of the signing of this agreement. If no such development occurs within the Development Period, then for a period of one (1) year thereafter, the City may make an offer to purchase the newly formed IWU parcel at the then fair market value for the property. If the parties agree to a sale/purchase transaction, but are unable to mutually agree upon the then current fair market value of the property, then each party shall obtain an independent third-party appraisal, and the fair market value shall be determined to be the average of the two appraisals. Notwithstanding the foregoing, if within ninety (90) days prior to the end of the Development Period, IWU provides City with a notice of its intent to develop the property, and only if IWU has taken affirmative steps to initiate that development and can demonstrate a reasonable probability

that IWU will develop the parcel. If such a reasonable probability exists, the Parties shall work in good faith to extend the term of the Development Period for a reasonable amount of time.

SECTION 8. REPRESENTATIONS AND WARRANTIES

IWU represents and warrants that:

- It owns fee simple title to the IWU Parcels and has authority to convey them;
- The persons executing this Agreement on its behalf have full authority to bind IWU;
- No persons other than IWU have a right to possession of the IWU Parcels;
- Execution of this Agreement does not violate any law or contract;
- IWU will provide a current Phase I environmental assessment showing no unabated violations prior to finalizing the exchange.
- IWU will abide by the Reversion Clause outlined in section 7 of this Agreement

The City represents and warrants that:

- It owns fee simple title to the City Parcels and has authority to convey them;
- The persons executing this Agreement on its behalf have full authority to bind the City;
- No persons other than the City has a right of possession of the City Parcels;
- City will provide a current Phase I environmental assessment showing no unabated violations prior to finalizing the exchange
- Execution of this Agreement does not violate any law or contract binding the City.

SECTION 9. CLOSING AND COSTS

Closing of the parcels shall occur within ninety (90) days of the date hereof, at a mutually agreeable location in Bloomington, Illinois. Each party shall execute and deliver all necessary deeds and instruments of transfer. The parties shall equally share closing costs, including title insurance, surveyor fees, and recording fees.

SECTION 10. GENERAL PROVISIONS

A. **Notices.** Notices must be in writing and delivered personally by overnight courier, or certified mail to the addresses below:

City of Bloomington
C/O City Manager
115 E Washington St, Suite 402
Bloomington IL 61701

Illinois Wesleyan University
C/O President
1312 Park Street
Bloomington, IL 61701

B. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

C. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the exchange of properties described herein and supersedes all prior agreements, including the Memorandum of Understanding executed by the Parties concerning the Project Area.

D. **Amendments.** This Agreement may not be amended except in a writing signed by both Parties.

E. **No Third-Party Beneficiaries.** Nothing herein shall be construed to create rights in any third party.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Real Estate Exchange Agreement as of the date first written above.

CITY OF BLOOMINGTON, ILLINOIS

By: _____
Jeff Jurgens, City Manager

ATTEST: _____
Leslie Yocum, City Clerk

ILLINOIS WESLEYAN UNIVERSITY

By: _____
Sheahon Zenger, President

ATTEST: _____
_____

EXHIBIT A

IWU Land to be transferred to the City

PIN 21-04-133-010



EXHIBIT A-1

Legal Description of IWU Land to be transferred to the City

A part of Block 6, a part of the North-South vacated alley in said Block 6 and a part of vacated East Street lying East of and adjacent to said Block 6, all in the Durley Addition to the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of said Block 6. From said Point of Beginning, thence East 322.75 feet along the South line of said Block 6 to the Southeast corner thereof; thence East 15.21 feet along the line connecting said Southeast Corner to the Southwest corner of Block 7 in said Durley's Addition, said line forms an angle to the right of 179 degrees 58 minutes 00 seconds with the last described course; thence North 115.55 feet along a line which forms an angle to the right of 90 degrees 04 minutes 56 seconds with the last described course; thence Northwest 51.75 feet along a line which forms an angle to the right of 134 degrees 45 minutes 03 seconds with the last described course; thence North 17.52 feet along a line which forms an angle to the right of 225 degrees 02 minutes 44 seconds with the last described course; thence West 69.10 feet along a line which forms an angle to the right of 90 degrees 15 minutes 04 seconds with the last described course; thence South 107.07 feet along a line which forms an angle to the right of 89 degrees 53 minutes 37 seconds with the last described course; thence Northwest 53.38 feet along a line which forms an angle to the right of 196 degrees 39 minutes 32 seconds with the last described course; thence West 56.68 feet along the Easterly Extension of a building wall and along said building wall which form an angle to the right of 162 degrees 59 minutes 25 seconds with the last described course; thence North 9.81 feet along a line which forms an angle to the right of 270 degrees 07 minutes 36 seconds with the last described course; thence West 104.69 feet along a line which forms an angle to the right of 90 degrees 11 minutes 55 seconds with the last described course to the West line of said Block 6; thence South 80.24 feet along said West line which forms an angle to the right of 89 degrees 37 minutes 08 seconds with the last described course to the Point of Beginning in McLEAN COUNTY, ILLINOIS.

EXHIBIT B

City Land to be transferred to IWU

Part of PIN 21-04-133-009

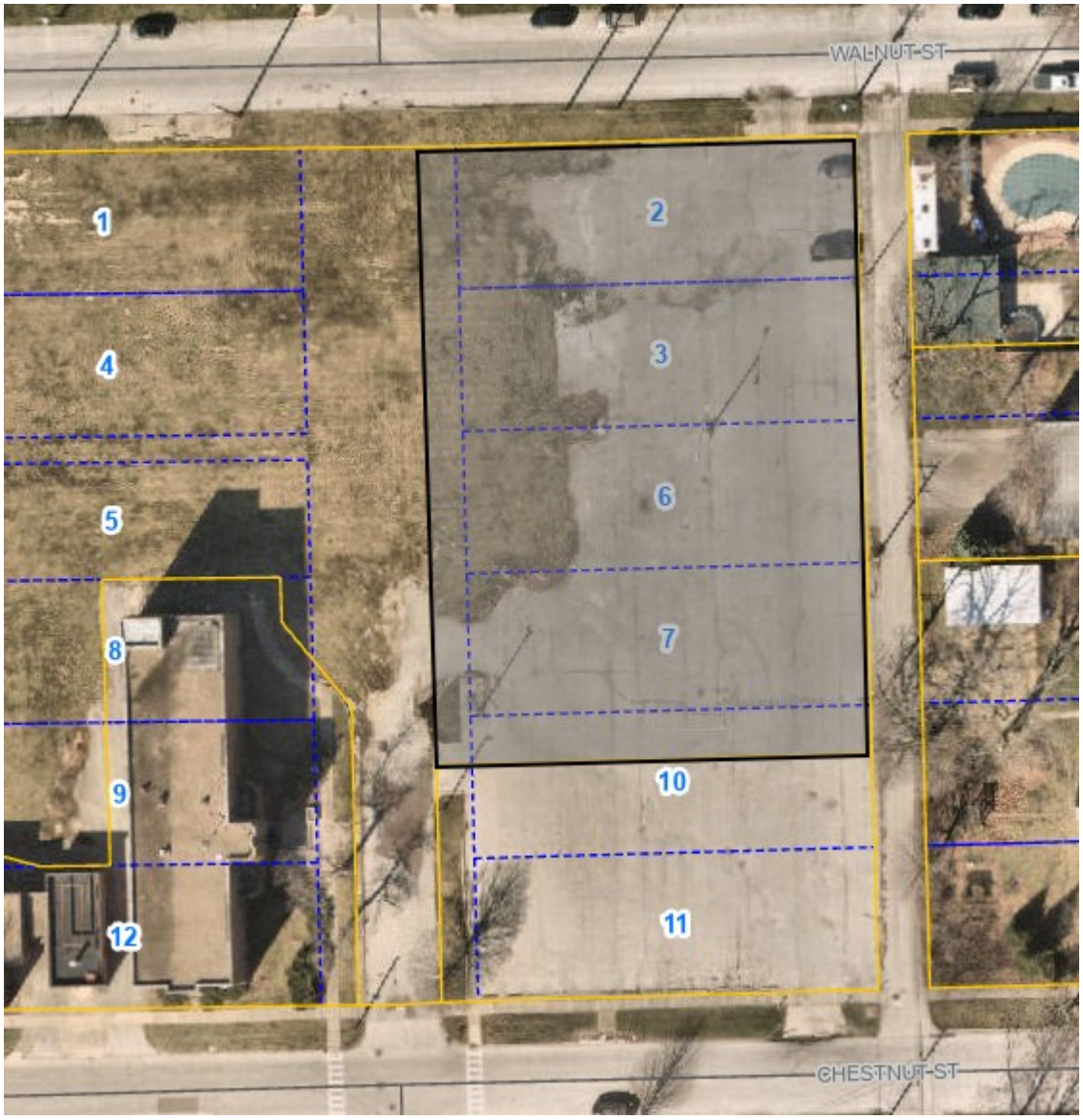


EXHIBIT B-1

Legal Description of Cit Land to be transferred to the City

All that portion of PIN 21-04-133-009 lying east of vacated East Street, plus the eastern 14 feet of vacated East Street, more specifically described as: All of Lots 2, 3, 6, 7, and the northern 18.5 feet of Lot 10 in Block 7 of The Durley Addition to the City of Bloomington, plus the East 14 feet of vacated East Street, lying West of and adjacent, situated in the County of McLean, in the State of Illinois.