



**City of Bloomington
City Council
Regular Session
June 8, 2026**



Components of the City Council Agenda

Recognition and Proclamation

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

Public Hearing

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

Public Comment

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

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

Consent Agenda

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

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

Regular Agenda

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

Mayor and Council

Mayor - Dan Brady

City Council Members

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

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

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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



City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, June 8, 2026 - 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Recognition/Appointments**
 - A. **Recognition of Boards & Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - B. **Proclamation in Recognition of Toni Tucker, 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 on Approving Bills and Payroll in the Amount of \$11,735,414.15, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - B. **Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises, for the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment for the Fiscal Year 2027 Water Meter Installation Program, in an Amount Not to Exceed \$2,000,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
 - C. **Consideration and Action on a Resolution to Approve Funding for Fiscal Year 2027 Stabilization Installation Work through the McLean County Soil and Water Conservation District Intergovernmental Agreement, in the Amount of \$225,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)

- D. **Consideration and Action on a Resolution Approving Two (2) Three (3)-Year Engagement Agreements with Foster & Foster Actuaries and Consultants, for Public Safety Pension Actuarial Services, as Required by Governmental Accounting Standards Board ("GASB") Accounting Standards, in the Amounts of \$16,392 for Year 1, \$16,884 for Year 2, and \$17,390 for Year 3, for a Total Amount of \$50,666, as requested by the Finance Department.**
(Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving a Three-Year Service Agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, for Call Triage System, at an Annual Cost of \$55,755, for a Total Agreement Amount of \$167,265, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Approving an Agreement with Ray O'Herron, Inc., for the Purchase of Police Uniform Shirts and Pants, in an Amount Not to Exceed \$114,000, as requested by the Police Department.**
(Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 (Locust Street) Improvements, in an Estimated Amount of \$906,430; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Locust Street) Improvements, in the Amount of \$1,133,037; and (3) an Ordinance Amending the Budget Ordinance for Fiscal Year ending April 30, 2027, in the amount of \$633,037, Regarding Utilizing Motor Fuel Tax (MFT) Fund Reserves, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolutions and Ordinance be approved.)
- H. **Consideration and Action on a Resolution Approving (1) an Agreement with Watts Copy Systems, Inc., for Cost-Per-Copy/Print/Fax and Device Maintenance for a Five (5) Year Term (\$18,911.52 Per Year); and (2) a State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance, LLC, for Citywide Multi-Function Print/Copy/Fax Devices for a Five (5) Year Term (\$43,946.64 Per Year), Totaling an Amount Not to Exceed \$314,290.80, as requested by the Information Technology Department.**
(Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on an Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and the Towanda Township Road District, for the Transfer of Jurisdiction of a Portion of Fort Jesse Road to the Municipal System, as requested by the Engineering Department.** (Recommended Motion: The proposed Ordinance be approved.)
- J. **Consideration and Action on an Application from Indy Mart, Inc., d/b/a W Market Groceries, located at 301 W. Market St., Ste. B, 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.)

8. Regular Agenda

- A. **Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and 307 E Grove, LLC, for the Property Commonly Known as 307 E. Grove St. (PIN: 21-04-417-005), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Samantha Mlot, Economic Development Advocate, 5 minutes; and City Council Discussion, 5 minutes.)
- B. **Consideration and Action Resolution Authorizing Funding to the Bloomington-Normal Economic Development Council and Establishing Conditions for the Use of Such Fund, as requested by the Administration Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

- A. **The Council will enter into Executive Session under 5 ILCS 120 Section 2(c)(12) to discuss a Claim Settlement. The Council reserves the right to go into Executive Session for other reasons 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: June 8, 2026

Ward Impacted: City Wide

Subject: Recognition of Boards & Commissions Appointments, 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 May 26, 2026, Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Recognition of Appts from 5.26.26 Council



Appointments

Bloomington Housing Authority Board:

- **Tara Csecsinovits**
- **Benjamin Muncy**
- **Grover Trunell**

Appointments

John M Scott Healthcare Commission:

- **Judy Neubrandner**
- **Trina McCarty**
- **Stacey Wiggins**
- **Michael Doherty**



Appointments

Library Board of Trustees:

- **Lisa McGivern Kozlen**



Recognition/Appointments Item No. 5.B.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Proclamation in Recognition of Toni Tucker, 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. Recognition of Toni Tucker

Proclamation
In Recognition of Toni Tucker

WHEREAS, Toni Tucker will retire as Director of Ewing Cultural Center on June 30, 2026. Her career spanned 36 remarkable years at Illinois State University, 14 of those serving as the dedicated director of the manor; and

WHEREAS, Ewing Manor Director, Toni, established a friendship with members of the Ewing family, helping her to better understand the history of the Ewing family and their beloved manor, helping to restore it to its original glory with the return of many family possessions. Toni oversaw the 10-year plan to restore windows and doors, and various infrastructure aspects; and

WHEREAS, prior to serving as director, she played an integral role in redesigning Milner Library on the campus of Illinois State University as the Assistant Dean of Milner Library from 2001 to 2012; and

WHEREAS, during her tenure at Milner, she transformed the library per her design of the library's first comprehensive marketing plan which was the blueprint for the many technological advancements and traveling exhibits shared to the present; and

WHEREAS, Toni also oversaw the ISU Speaker Series bringing over 50 nationally known speakers to campus; and

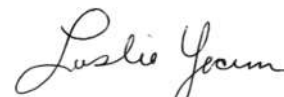
WHEREAS, Toni joined ISU as a result of her work at the Mennonite College of Nursing as Director of the School of Nursing's Library during the merger of the Mennonite School of Nursing with Illinois State University; and

WHEREAS, her professional accomplishments have been recognized with numerous honors including Distinguished Service Awards, the City of Bloomington Beautification Award for the Ewing Manor, and many publications such as "Sunset Road" which is a history of the Ewing Cultural Center as well as raising millions of dollars for various projects related to her roles;

NOW THEREFORE, be it resolved that I, Mayor Dan Brady, declare June 26, 2026 as the Toni Tucker Appreciation Day in the City of Bloomington with deep appreciation for the service of Toni Tucker, and wish her well in all her future endeavors, and present this proclamation in conjunction with the members of the Bloomington City Council as a token of our esteem, respect, and deep appreciation!



Dan Brady
Mayor



Leslie Yocum
City Clerk



Consent Agenda Item No. 7.A.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$11,735,414.15, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Priorities:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$11,735,414.15 (Payroll total \$3,208,962.73, Accounts Payable total \$8,379,627.61, and Bank Transfers total \$146,823.81).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/29/2026	2,924,886.39	277,321.59	3,202,207.98
Off Cycle Adjustments	5,808.07	946.68	6,754.75
PAYROLL TOTAL			3,208,962.73

ACCOUNTS PAYABLE

Date	Bank	Total
6/8/2026	AP General	\$ 8,199,032.52
6/8/2026	AP JMScott	\$ -
6/8/2026	AP Comm Devel	\$ 1,202.48
6/8/2026	AP IHDA	\$ 25,291.00
6/8/2026	AP Library	\$ 62,629.23
6/8/2026	AP MFT	\$ 41,450.85
05/21/2026-05/29/2026	Out of Cycle AP	\$ 50,021.53
05/18/2026-06/02/2026	AP Bank Transfers	\$ 146,823.81
	PCARDS	\$ -
ACCOUNTS PAYABLE TOTAL		\$ 8,526,451.42

GRAND TOTAL \$ 11,735,414.15

Respectfully,

**F Scott Rathbun
Director of Finance**



Consent Agenda Item No. 7.B.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises, for the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment for the Fiscal Year 2027 Water Meter Installation Program, in an Amount Not to Exceed \$2,000,000, 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.

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: If approved, the City will purchase Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises. In August 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to it. In addition to the current program, the evaluation included current meter statistics, the American WaterWorks Association ("AWWA") Water Audit process, and meter sizing practices. Staff evaluated the current program and analyzed six alternatives to improve the current program. The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue ("SEER") data, and meter data, gathered annually, using a three pronged approach, including: (1) a 15-year meter change-out program to remove aged meters from the system; (2) an emphasis on expedited replacement of turbine and compound meters; and (3) meters that are currently not getting a reading or communicating with the system.

The Water Department will use the funding to implement the improved Water Meter Installation Program, which will utilize existing staff to replace approximately 3,000 aged meters in the system per year. The funding also supports the software licensing and the maintenance of the meter reading equipment. Water metering technology varies greatly from one manufacturer to another, as different technologies and proprietary components are used, particularly in the area of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software make it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter, software, and meter reading equipment and negotiated the price of

the water meters and the related accessories.

On February 28, 2005, Council approved Resolution No. 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid for water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached limited source letter).

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement with Ferguson Enterprises, for the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment for the Fiscal Year 2027 Water Meter Installation Program, in an Amount Not to Exceed \$2,000,000. A total of \$2,000,000 is included in the FY 2027 Budget under Water Meter Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 97.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Limited Source Justification - Ferguson
4. Sole Source Letter

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH FERGUSON ENTERPRISES FOR THE PURCHASE OF NEPTUNE WATER METERS, RELATED ACCESSORIES, SOFTWARE LICENSING, AND MAINTENANCE FOR METER READING EQUIPMENT FOR THE FISCAL YEAR 2027 WATER METER INSTALLATION PROGRAM, IN AN AMOUNT NOT TO EXCEED \$2,000,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of an Agreement (Exhibit A) to purchase Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment, for the Fiscal Year 2027 Water Meter Installation Program, in an amount not to exceed \$2,000,000; and

WHEREAS, the Agreement will allow the Water Department to implement the improved Water Meter Installation Program, which will utilize existing staff to replace approximately 3,000 aged meters in the system per year; and

WHEREAS, the Agreement also includes support for the software licensing and the maintenance of the meter reading equipment; 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, 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 complete this transaction.

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Yocum, City Clerk

EXHIBIT A

Deliver To: From: Tj Rodebaugh tj.rodebaugh@ferguson.com Comments:
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FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B220748
Bid Date: 05/14/26
Quoted By: TJR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#: VERBAL TANYA

Job Name: 2026-27 MTR PRICING

Item	Description	Quantity	Net Price	UM	Total
NEU1A1F1	5/8 MACH10 CF	1	180.930	EA	180.93
NEU1B1F1	5/8X3/4 MACH10 CF	1	180.930	EA	180.93
NEU1C1F1	3/4 MACH10 CF	1	216.590	EA	216.59
NEU1D1F1	3/4 SL MACH10 CF	1	216.590	EA	216.59
NEU1F1F1	1 MACH10 CF	1	333.170	EA	333.17
NEU2A1F1	1-1/2 MACH10 CF 13 LL	1	910.870	EA	910.87
NEU2B1F1	1-1/2 MACH10 CF 10 LL	1	910.870	EA	910.87
NEU2G1F1	2 MACH10 CF 15-1/4 LL *X	1	1081.500	EA	1081.50
NEU2E1F1	2 MACH10 CF 17 LL	1	1081.500	EA	1081.50
NEU2F1F1	2 MACH10 CF 10 LL *X	1	1081.500	EA	1081.50
NEU3A1F1	3" MACH 10, 12" LENGTH C/F	1	3077.880	EA	3077.88
NEU3K1F1	3"X 17 MACH 10 CF SA W/ TP	1	3159.240	EA	3159.24
NEU3C1F1	4" MACH 10, 14" LENGTH C/F	1	3943.430	EA	3943.43
NEU3D1F1	4" MACH 10, 20" LENGTH C/F	1	4054.760	EA	4054.76
NEU3E1F1	6" MACH 10, 18" LENGTH C/F	1	6656.050	EA	6656.05
NEU3F1F1	6" MACH 10, 24" LENGTH C/F	1	6817.040	EA	6817.04
	----- R900 UNITS -----				
N13341200	R900 V4 WALL MIU	1	124.250	EA	124.25
SP-N13469000	2 WIRE ADPT	1	46.750	EA	46.75
N13967200	R900 CELL WALL 2 WIRE	1	170.310	EA	170.31

Net Total: \$34244.16
Tax: \$0.00
Freight: \$0.00
Total: \$34244.16



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

Fax: 815-756-2877

11:11:15 MAY 14 2026

Reference No: B220748

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=4931>

FERGUSON ENTERPRISES, LLC. TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT:

These Terms and Conditions of Sale together with Ferguson's Privacy Policy (collectively the "Terms") establish the rights, obligations, and remedies of Ferguson Enterprises, LLC, and/or its wholly owned affiliates ("Seller") and the buyer ("Buyer"), form the entire agreement between Seller and Buyer, and apply to all sales transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including, but not limited to, terms in Buyer's purchase order, which are different from or in addition to these Terms are not binding on Seller unless expressly accepted in writing by Seller's duly authorized representative.

2. SHIPMENT:

All orders are shipped FCA, Seller's facility (Incoterms® 2020). Risk of loss will transfer to Buyer upon tender of products and/or parts ("Products") to Buyer, Buyer's representative or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. If Buyer causes or requests a delay of shipment, or if Seller ships or delivers an order erroneously as a result of inaccurate, incomplete, or misleading information supplied by Buyer or Buyer's agents or employees, all storage and other additional costs and risk will be borne by Buyer.

3. PRICE:

All prices are subject to change unless otherwise noted on Seller's applicable quotation. ~~Buyer will be invoiced at prices in effect at the time of shipment.~~ All taxes, transportation costs, duties and other charges are in addition to quoted prices. The amount of any sales, excise or other taxes, if any, applicable to the Products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate.

4. DELIVERY:

Seller will make a good faith effort to deliver Products in accordance with Buyer's schedule. Seller will pay for expedited shipping of delayed Products if the delay in delivery is solely caused by Seller. Seller assumes no responsibility or liability for Seller's non-performance caused by a force majeure event including, but not limited to an act of God, war, labor disputes, civil unrest, accidents, pandemics, the inability to obtain materials or Products, delays of carriers, contractors or suppliers, or any other causes beyond Seller's control.

5. CANCELLATION:

Buyer may not cancel or modify an order without the written consent of Seller and payment by Buyer of all applicable cancellation or re-stocking fees.

6. PAYMENT:

Buyer shall pay for the Products Net 10th Prox from date of Seller's invoice. In the event of a late payment, Seller is entitled to treat Buyer's entire account(s) as immediately due and payable without notice or demand. All past due amounts will be subject to a service charge accruing at a rate of up to 1.5% per month. Buyer shall not be allowed to retain or holdback payment and Buyer's payment obligations are not contingent on any event other than Seller's performance. Buyer's receipt of payment or funds from any third party shall in no way relieve Buyer's obligations to pay Seller. Buyer is not entitled to set-off any amounts due to Seller by Buyer in connection with any transaction governed by these Terms. Buyer's credit application to Seller is hereby incorporated by reference.

To the extent payment is received by Seller without retention, Seller warrants there are no liens on the furnished work or the Products. Seller shall execute mutually agreed and appropriate lien waivers upon request of Buyer; provided that Seller shall have no obligation to provide lien waivers, release of claims or other documents from its suppliers and/or subcontractors. Any lien waivers shall be conditioned upon full payment to Seller by Buyer. Seller does not relinquish any statutory lien and/or bond rights; such rights are only relinquished to the extent payment is actually received without retention. Any provision in a lien waiver that waives rights beyond payment shall be null and void.

3. INSPECTION AND ACCEPTANCE:

Buyer shall examine all Products upon receipt and prior to installation. All claims for damage, shortage, and errors in shipment or improper delivery must be made to Seller in writing within two (2) business days of delivery, after which date Buyer will be deemed to have accepted the Products and will have no right to reject the Products or to revoke acceptance. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such period of time will be waived by Buyer.

9. RETURNS:

Within 30 days of purchase, Buyer may return any Products which Seller stocks and which are not special-order items if: i) the Products are in new condition, suitable for resale in undamaged original packaging and with all original parts; and ii) the Products have not been used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged. All returns are subject to a re-stocking fee, unless otherwise agreed to by Seller. Special orders or non-stock Products may be returned if the manufacturer is willing to accept the return and Buyer agrees to reimburse Seller for any restocking or cancellation fees charged by the manufacturer.

10. COMPLIANCE WITH EXPORT CONTROL LAWS:

Buyer warrants that it is not subject to United States ("U.S."), European Union ("E.U."), or United Nations ("U.N.") sanctions, including, but not limited to, being identified on the U.S. Specially Designated Nationals ("SDN") List, or more than 50 percent owned by an SDN. Buyer further acknowledges that Products are subject to U.S. export control laws and regulations and cannot be exported, reexported, or transferred except in compliance with such laws and regulations. If Seller delivers Products to Buyer within the U.S., Buyer expressly assumes any and all duties and liability associated with subsequent export of the Products, including but not limited to determining export licensing requirements, obtaining all required authorizations, and submitting Electronic Export Information, if required. Seller shall not be named the U.S. Principal Party in Interest (USPPI) in any export transaction without Seller's prior express approval. If Buyer is located out of the U.S. and Seller delivers Products to Buyer's U.S. Authorized Agent, the export shall be routed. Seller shall not be responsible for submitting Electronic Export Information, if required. Buyers located outside of the U.S. expressly assume all duties and liability associated with obtaining an U.S. Authorized Agent to file Electronic Export Information. Buyer expressly assumes responsibility for determining export licensing requirements under the Export Administration Regulations and obtaining authorization for the export as may be required. Seller shall not serve as Buyer's U.S. Authorized Agent. Seller has the right to request information regarding Buyer's U.S. Authorized Agent, such as the data elements filed in the Automated Commercial Environment, the Internal Transaction Number, the date of export, and the filer name.

11. WARRANTIES:

a.) *Private Label Products:* Unless otherwise specified in the product specifications, Seller warrants title to the Products and that for a period of twelve months after delivery to Buyer, Seller's Private Label Products shall conform to their specifications and be free from defects in material or workmanship. Buyer's sole and exclusive remedy for non-conformity with these warranties shall be repair or replacement of the non-conforming Products at Seller's expense, or refund of the purchase price for non-conforming Products returned during the warranty period.

b.) *All Other Products:* Seller warrants only title to the Products sold to Buyer. All other warranties are those extended by the product manufacturer. Seller assigns to Buyer any and all manufacturer warranties and will assist Buyer to obtain repair, replacement, or other applicable remedy for a breach of warranty made known to Seller during the warranty period.

c.) *Installation Warranty:* For those Products installed by Seller, if any, for a period of twelve (12) months from installation or first use (whichever occurs later, but in no event longer than eighteen (18) months from date of installation), Seller warrants that services shall be performed in a professional and workmanlike manner and in accordance with

services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services to the Buyer's satisfaction. The foregoing shall not apply if there is evidence of abuse or misuse by Buyer or any third party.

d.) *Services*: Seller warrants that all services provided by Seller shall be performed in a professional and workmanlike manner with qualified personnel.

e.) *Warranty Exclusions*: These warranties shall be void if there has been misuse, accident, modifications, unsuitable physical or operating environment, improper maintenance, storage, or installation of the Products. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE OR A PARTICULAR PURPOSE EVEN IF KNOWN BY SELLER. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE PRODUCTS OR SERVICES WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS, INCLUDING BUT NOT LIMITED TO LOW LEAD OR LEAD-FREE LAWS OR REGULATIONS, EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

12. INDEMNIFICATION:

Each party ("Indemnitor") shall indemnify, defend and hold harmless the other party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, arbitration/mediation proceeding, judgment, or claim ("Claim") for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, fines, penalties, and expenses, including reasonable attorney fees and any other cost of litigation ("Damages") to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of Indemnitee.

13. INSURANCE:

Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain Worker's Compensation coverage as required by applicable state law, \$2 million per occurrence and \$4 million aggregate in commercial general liability coverage, including product liability coverage, and \$5 million in automobile liability coverage. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. Seller is not bound to pay any premium or other fee to an Owner Controlled Insurance Program ("OCIP") or Contractor Controlled Insurance Program ("CCIP") type insurance program. Unless expressly provided in Seller's quotation to Buyer, payment and performance bonds are not to be provided by Seller.

14. LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY, PUNISHED, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUES, CAPITAL, BUSINESS OPPORTUNITY OR DOWNTIME COSTS, ARISING OUT OF THE SALE OF PRODUCTS AND/OR SERVICES TO BUYER. This limitation shall apply regardless if the claimed damages arise from breach of contract, breach of warranty, tort, strict liability, or any other legal theory.

15. U.S. GOVERNMENT CONTRACTS:

If Buyer is procuring, directly or indirectly, for sale to or on behalf of any agency of the U.S. Government, and/or the Buyer's prime contract is funded in whole or in part by U.S. Government federal procurement funding or the end customer is the U.S. Government, Buyer agrees that (a): All Products provided by Seller meet the definition of a "commercial product", specifically a "commercially-available-off-the-shelf (COTS) item", and/or all services provided by Seller meet the definition of a "commercial service" as those terms are defined in Federal Acquisition Regulation ("FAR") Part 2.101; and (b): All Products and/or services are provided by Seller on a firm-fixed-price basis, and governed by FAR Part 12 and its implementing regulations. Seller agrees to the incorporation of mandatory flow-down clauses aligned with the value of the Products, those FAR and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses applicable to COTS products, and those clauses that apply to the specific Products and/or services provided under these terms, including but not limited to FAR 52.244-6, FAR 52.212(e), and DFARS 252.244-7000. Clauses that are not applicable by their terms are self-deleting and not applicable under these Terms. With regard to any Made in America Law, including the Buy American Act, Buy America Act, Trade Agreements Act, or any other domestic preference requirements that may otherwise be applicable, a Product's country of origin is unknown unless otherwise specifically stated by Seller in writing and prepared in connection with such order. If the reasonableness of a Product's price cannot

considered "commercial", Seller may cancel its acceptance of the applicable order without liability. The version of any applicable FAR or DFARS clause listed in this Clause 15 shall be the one in effect on the date of sale.

16. SEVERABILITY:

These Terms will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any provision contained in these Terms is held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction, provided that, if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provision will be severed from the remainder of these Terms without affecting the enforceability or validity of the remaining provisions.

17. NON-WAIVER:

The failure of Seller to insist upon the strict performance of any of these Terms will not be deemed to be a waiver of any of the rights or remedies of Seller, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms will be valid unless in writing signed by a duly authorized representative of Seller.

18. DISPUTE RESOLUTION:

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of these Terms. If a dispute cannot be resolved by negotiation, then either party may bring a legal action in accordance with Section 19 of these Terms.

19. GOVERNING LAW:

For Products and/or services delivered within the U.S., all disputes related to or arising out of a Buyer's order shall be governed by the laws of the jurisdiction where the applicable Products are delivered and/or services are performed, excluding the rules on the conflict of laws. For Products and/or services delivered outside of the United States, all disputes related to or arising out of Buyer's order shall be governed by the laws of the Commonwealth of Virginia, excluding the rules on the conflict of laws. Any legal action related to or arising out of Buyer's order shall be brought in the relevant state or federal court in such jurisdiction. The United Nations Convention on Contracts for the International Sale of Products, and any successor thereto, shall not apply.

Rev. May 2025

CITY OF BLOOMINGTON

Signature

Title

Attest:

It's City Clerk

April 7, 2025

Mr. Nic O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref: Ferguson Waterworks – Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that Ferguson Waterworks, is the sole authorized distributor in Northern Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

Ferguson Waterworks is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact Ferguson Waterworks, TJ Rodebaugh at 815-341- 4772, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,



Patrick Prasifka
District Manager
Neptune Technology Group

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Ferguson Enterprises 1227	Amount:\$2,000,000	Date: 6/2/26
--	--------------------	--------------

Description of item/service: Purchase of Neptune water meters, software licensing, maintenance for meter reading equipment, and related accessories.

Justification: Water metering technology varies greatly from one manufacturer to another as different technologies and proprietary components are used, particularly in the areas of communication of meter reading information. Therefore, the City cannot competitively bid water meters and associated accessories of different brands and integrate them into the existing system. The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed. Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment (including maintenance and support for equipment) water meters, meter interface units, and parts. Ferguson provides the Neptune 360 software which acts as the meter reading hub to house all readings prior to importing into utility billing.

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.

Brett Lueschen
Digitally signed by Brett Lueschen
DN: DC=org, DC=CityBlm, DC=ICD, OU=Domain Users, OU=Water, CN=Brett Lueschen, E=blueschen@cityblm.org
Reason: I am the author of this document
Location:
Date: 2026.06.02 12:20:55-05'00'
Foxit PDF Editor Version: 2025.2.0

June 2, 2026

(Name and Signature of Department Head)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

Carla Murillo
Digitally signed by Carla Murillo
DN: DC=org, DC=CityBlm, DC=ICD, OU=Domain Users, OU=Finance, CN=Carla Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2026.06.02 12:07:22-05'00'
Foxit PDF Editor Version: 2025.2.0

June 2, 2026

Name and Signature of Purchasing Agent or Designee

Date



May 5, 2026

Tanya King
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref: FERGUSON WATERWORKS – Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that FERGUSON WATERWORKS, is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

FERGUSON WATERWORKS is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local TJ Rodebaugh at 815-341-4772, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,

Patrick Prasifka
District Manager
Neptune Technology Group



Consent Agenda Item No. 7.C.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution to Approve Funding for Fiscal Year 2027 Stabilization Installation Work through the McLean County Soil and Water Conservation District Intergovernmental Agreement, in the Amount of \$225,000, 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 pay for materials, construction, installation, site prep, and project management through an intergovernmental agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District ("MCSWCD") for Fiscal Year ("FY") 2027 stabilization installation work for the multi-year Reservoir Shoreline Stabilization project.

On September 9, 2024, Council approved a three-year intergovernmental agreement with McLean County, the Town of Normal, and MCSWCD to fund the Soil Conservationist position with the MCSWCD for FY 2025 - FY 2027. The City has partnered with the MCSWCD since 1992 on watershed improvement that ensures quality water through various best management practices. The Soil Conservationist position has been indispensable to the Water Department. It acts as the City's liaison with producers in its drinking water reservoir watersheds; provides grant writing to garner State, Federal, and private foundation grant dollars; provides presentations to producers; provides presentations to various scientific groups; handles payments to producers in the approximately 70,000-acre watersheds that direct water to the City's two reservoirs; assists in writing the City's watershed plans for both reservoirs; and assists in writing the IEPA-approved Source Water Protection Plan. MCSWCD also administers the bidding and construction of the multi-year shoreline and streambank stabilization projects.

The current proposed project will stabilize approximately 1,500 feet of shoreline. The project will be administered by the MCSWCD Conservation Office, utilizing their Water Conservationist. This project will utilize a proven mitigation effort that is part of the Illinois Environmental Protection Agency's strategy to reduce phosphorus in drinking water reservoirs. The project will diminish the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoir. This project is a continuation of several years of shoreline stabilization projects that the City has successfully completed. The City,

along with consultants, identified banks with the highest erosion rates and prioritized these areas to be stabilized first.

Community Groups/Interested Persons Contacted: McLean County Parks Department, McLean County Soil and Water Conservation District

Financial Impact: If approved, the City will allocate funding for said project through the McLean County Soil and Water Conservation District intergovernmental agreement, in the amount of \$225,000. This will be paid from the Lake Maintenance-Architectural & Engineering Services for Capital account (50100140-70051) in the amount of \$25,000 and the Lake Maintenance-Other Capital Improvement account (50100140-72620) in the amount of \$200,000. The \$225,000 is the total 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 94, 96, 170, 238, 252, and 253.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote
3. Resolution - Exhibit B - 2024 Executed MCSWCD IGA

RESOLUTION NO. 2026 - ____

**A RESOLUTION TO APPROVE FUNDING FOR FISCAL YEAR 2027 STABILIZATION
INSTALLATION WORK THROUGH THE MCLEAN COUNTY SOIL AND WATER
CONSERVATION DISTRICT INTERGOVERNMENTAL AGREEMENT, IN THE AMOUNT OF
\$225,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that the funding be approved for Fiscal Year 2027 Stabilization Installation Work through the McLean County Soil and Water Conservation District (“MCSWCD”), in the amount of \$225,000; and

WHEREAS, the detailed quote is attached (Exhibit A), which consists of the materials, construction, installation, site prep, and project management services; and

WHEREAS, on September 9, 2024, Council approved a three-year intergovernmental agreement with McLean County, the Town of Normal, and MCSWCD to fund the Soil Conservationist position with the MCSWCD for FY 2025 - FY 2027 (Exhibit B); and

WHEREAS, the City has partnered with the MCSWCD since 1992 on watershed improvement that ensures quality water through various best management practices; and

WHEREAS, shoreline stabilization is a proven mitigation practice that controls in-lake erosion within the City’s two reservoirs; and

WHEREAS, the erosion of sediment releases phosphorous which is the main nutrient for the algae that causes taste and odor concerns with the finished drinking water; and

WHEREAS, preventing in-lake erosion helps to lengthen the life of the reservoirs by reducing siltation, and

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

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

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

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

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



McLean County SWCD

402 N. Kays Drive Normal, IL 61761

Phone: 309-452-3848 ext. 3

Evergreen Lake Shoreline Stabilization Project 4/21/2026

<i>Construction Supervision</i> (Site investigation, Survey, Staking, Construction Oversight, etc.)	\$25,000.00
<i>Construction</i>	
Installation (private contractor)	\$121,250.00
Materials	\$78,750.00
Mobilization	\$2,000.00
<i>Overall Project Management by McLean Co. SWCD</i>	\$0.00
<i>Total Project Cost</i>	<i>\$225,000.00</i>

EXHIBIT B

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF McLEAN,
THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT
AND THE MCLEAN COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR 2024-2027**

**ARTICLE I
PURPOSE**

This Agreement is pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and is by and between the City of Bloomington (hereinafter referred to as "City"), the Town of Normal (hereinafter referred to as "Town"), the County of McLean (hereinafter referred to as "County"), the Bloomington and Normal Water Reclamation District (hereinafter referred to as "BNWRD") and the McLean County Soil and Water Conservation District (hereinafter referred to as "Soil and Water District"). The City, Town, County, BNWRD and Soil and Water District may be collectively referred to herein as the "Parties".

The purpose of this Agreement is to establish a framework for continuing the administration and implementation of the McLean County Watersheds Management Program (hereinafter referred to as the "Program") which shall include (1) services outlined in Article IV below; (2) assistance to the City, Town, County, and BNWRD in obtaining grant funding for watershed management projects; and (3) facilitate the creation, review, updates and modifications of the watershed plans.

**ARTICLE II
PERIOD OF AGREEMENT**

This Agreement shall commence as of October 1, 2024 and expire on October 1, 2027, unless otherwise extended by mutual written agreement or termination by the Parties.

**ARTICLE III
PAYMENT**

The Soil and Water District shall send invoices to the City, Town, County, and BNWRD, reflecting the sums listed below, by September 20th of each year. The City, Town, County, and BNWRD shall pay the Soil and Water District, on or before the first week of October.

- a. In the first year of the Agreement (2024-2025), the following payments shall be made:
 - i. \$90,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.

- b. In the second year of the Agreement (2025-2026), the following payments shall be made:
 - i. \$100,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.

- c. In the third year of the Agreement (2026-2027), the following payments shall be made:
 - i. \$100,000 shall be paid by the City;
 - ii. \$10,000 shall be paid by the Town;
 - iii. \$10,000 shall be paid by the County; and
 - iv. \$25,000 shall be paid by the BNWRD.

**ARTICLE IV
SERVICES**

In consideration for the funding provided, the Soil and Water District shall provide the following services to each participant in the Agreement:

- a. Promote agricultural and conservation practices in McLean County which includes the watersheds within the Mackinaw, Salt Creek, Vermillion, and Upper Sangamon River Basins via newsletters, news releases, social media, field days and demonstration sites.
- b. Coordinate with agricultural producers in McLean County to continue the implementation of nutrient management and conservation practices.
- c. Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost sharing programs to producers and participants in this Agreement.
- d. Examine, assess, and monitor each participants adherence to BMP's involving operations near waters of the United States. This includes preparing recommendations to protect and strengthen standards to protect water quality.
- e. Act as a liaison between governmental agencies such as the US Fish and Wildlife Service and the Illinois Environmental Protection Agency, and local agencies such as Ecology Action Center or chapters of conservation groups operating in McLean County.
- f. Provide annual status reports of the work completed by the Soil and Water Conservation District to participants within this Agreement.
- g. Upon request the Soil and Water Conservation District may be asked to provide updates on Projects, such as the Evergreen Lake and Lake Bloomington Watershed Plans.
- h. Collaborate with institutions of higher learning to continue and enhance the valuable partnership between students, researchers, and faculty to continue to improve water quality.
- i. Serve as liaison between all Parties for the lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and the Army Corp of Engineers to ensure successful implementation of projects and grants.

- j. In conjunction with the Parties, and subject to funding approval by the applicable Parties coordinate and collaborate to manage project bids in compliance with Federal, State and Local laws, including the payment of prevailing wage where required.

**ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS**

The Soil and Water District shall save and hold harmless the City, Town, County, and BNWRD, inclusive of each of their officials, agents, and employees, and keep each free and harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims, and judgments, resulting from claimed injury, damage, loss or loss of use to, for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the Soil and Water District's performance under this Agreement, and for any costs, expenses, judgments, fines, and attorneys' fees paid or incurred on behalf of the City, Town, County, and/or BNWRD, its officials, agents and employees.

**ARTICLE VI
ADDITIONAL AGREEMENTS**


This Agreement may not be amended or modified without the mutual consent of the Parties hereto, which shall be agreed to in writing. This Agreement does not preclude separate agreements between the Parties for additional services not covered by this Agreement. Further, this Agreement may be amended to include additional governmental bodies or stakeholders, to assist in funding the Program.

**ARTICLE VII
TERMINATION**

Any Party may terminate their portion of this Agreement by providing the other Parties written notice no later than June 30th of that year.

IN WITNESS WHEREOF, the Parties hereto agree that the foregoing constitutes the entire agreement between the Parties, as to the matters set forth herein, and the Parties have affixed their respective signatures as evidence of their acceptance hereof.

Mark N. Wilbur
City of Bloomington
ATTEST: Leslie Smith-Yocum City Clerk
Christopher Koos
Town of Normal



9/18/2024 | 11:55 AM CDT

09/18/24 Date

Date Signed

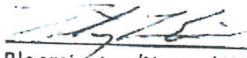
9/23/24

Date

Catherine J. Metzger
County of McLean

8-15-24

Date


Executive Director
Bloomington/Normal Water Reclamation District

8-12-2024
Date


McLean County Soil & Water Conservation District

9/11/2024
Date



Consent Agenda Item No. 7.D.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving Two (2) Three (3)-Year Engagement Agreements with Foster & Foster Actuaries and Consultants, for Public Safety Pension Actuarial Services, as Required by Governmental Accounting Standards Board ("GASB") Accounting Standards, in the Amounts of \$16,392 for Year 1, \$16,884 for Year 2, and \$17,390 for Year 3, for a Total Amount of \$50,666, as requested by the Finance Department.

Recommended Motion: The proposed Resolution 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, together with both the Police and Fire Pension Boards, jointly procures annual actuarial services, with each party paying one-third of the total fee. Foster & Foster Actuaries, a qualified firm specializing in Public Safety Pension plans, has proposed annual fees of \$16,392 for Fiscal Year 2026 (\$8,196 for each fund), \$16,884 for Fiscal Year 2027 (\$8,442 for each fund), and \$17,390 for Fiscal Year 2028 (\$8,695 for each fund), for a total of \$50,666. The City's one-third portion will therefore be approximately \$16,889. As part of this engagement, Foster & Foster will complete the annual actuarial valuations for both pension plans, including all required Governmental Accounting Standards Board ("GASB") 67 reporting and the preparation of Tax Levy Funding reports. Foster & Foster was initially hired in 2023 for a three-year term following a competitive quote process in which they were the lowest bidder, with a total contract cost of \$46,364. The firm has extensive expertise, including serving as a third-party administrator for the State of Illinois' Plan Administration Division and providing services to Article 3 and Article 4 pension plans statewide. In addition to their technical qualifications, Foster & Foster has demonstrated a strong track record of responsiveness and consistently meets the short deadlines associated with the annual audit process.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This agreement covers reporting years of FY 2026, FY 2027, and FY 2028; however, the City budgets and pays for annual actuarial reviews in the year following the subject fiscal year. Funds will therefore be encumbered in FY 2027, FY 2028, and FY 2029. If approved, costs will be paid from the Finance-Other Professional & Technical account (10011510-70220), with the pension funds being billed for their one-third share as an offset in this account. The City's net expenses will therefore be \$5,464 in FY 2027, \$5,628 in FY 2028, and \$5,797 in FY 2029, for a total of \$16,889. Stakeholders can locate information on this account in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on

page 140.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Fire Fund Agreement
3. Resolution - Exhibit B - Police Fund Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING TWO (2) THREE (3)-YEAR ENGAGEMENT AGREEMENTS WITH FOSTER & FOSTER ACTUARIES AND CONSULTANTS, FOR PUBLIC SAFETY PENSION ACTUARIAL SERVICES, AS REQUIRED BY GOVERNMENTAL ACCOUNTING STANDARDS BOARD ("GASB") ACCOUNTING STANDARDS, FOR A TOTAL AMOUNT OF \$50,666

WHEREAS, subject to the provisions of the City Code, City staff are recommending that two three-year engagement agreements with Foster & Foster Actuaries and Consultants be approved for Public Safety Pension Actuarial Services as required by Government Accounting Standards Board ("GASB") Accounting Standards, for a Total Amount of \$50,666; and

WHEREAS, the GASB and the City Code require the City to annually engage a licensed actuary for certain calculations related to its Article 3 and Article 4 pension funds (public safety); and

WHEREAS, Foster & Foster were engaged for a now-expired, previous three-year period, following a competitive quote process in which they provided the lowest bid for \$46,364; and

WHEREAS, Foster & Foster has extensive expertise, and has demonstrated a strong track record of responsiveness and consistently has met the deadlines associated with the City's annual audit process; and

WHEREAS, given the complexity of the audit process and strict timelines, staff rely heavily on the timely delivery of services from the City's service providers; and

WHEREAS, the three-year agreement for the Fire Pension Fund (Exhibit A) and the three-year agreement for the Police Pension Fund (Exhibit B) are attached; and

WHEREAS, Staff recommend that the Council approve the two Agreements in the total amount of \$50,666, with the final cost to the City, after reimbursement from the pension funds, of approximately \$16,889; and

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

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 reference as if stated in full.

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

PASSED this 8th day of June 2026.

APPROVED this 8th day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

May 12, 2026

Mr. Scott Rathbun
City of Bloomington

Re: Actuarial Services for the City of Bloomington Fire Pension Fund

Dear Mr. Rathbun:

As requested, we are providing the City of Bloomington with a Letter of Engagement for actuarial services for its Fire Pension Fund. These services will include the following:

- Preparation of the annual actuarial valuation commencing with the January 1, 2026 measurement date. Foster & Foster, Inc. will provide a report containing the tax levy amount and the GASB Statement No. 67 and 68 financial disclosure information as of December 31, 2025.
- A meeting with the City to discuss the results and answer outstanding questions.
- The fees for these services are as follows:

2026 Valuation	\$8,196
2027 Valuation	\$8,442
2028 Valuation	\$8,695

Please let me know if you have any questions or if you would like to discuss.

Sincerely,



Jason L. Franken, FSA, EA, MAAA
May 12, 2026

Accepted and Approved by the City of
Bloomington

Authorized Signature

Printed Name and Title

Date

EXHIBIT B

May 12, 2026

Mr. Scott Rathbun
City of Bloomington

Re: Actuarial Services for the City of Bloomington Police Pension Fund

Dear Mr. Rathbun:

As requested, we are providing the City of Bloomington with a Letter of Engagement for actuarial services for its Police Pension Fund. These services will include the following:

- Preparation of the annual actuarial valuation commencing with the January 1, 2026 measurement date. Foster & Foster, Inc. will provide a report containing the tax levy amount and the GASB Statement No. 67 and 68 financial disclosure information as of December 31, 2025.
- True cost calculations will be performed, as requested, at a fee of \$450 each.
- A meeting with the City to discuss the results of the valuations and answer outstanding questions.
- The fees for these services are as follows:

2026 Valuation	\$8,196
2027 Valuation	\$8,442
2028 Valuation	\$8,695

Please let me know if you have any questions or if you would like to discuss.

Sincerely,



Jason L. Franken, FSA, EA, MAAA
May 12, 2026

Accepted and Approved by the City of
Bloomington

Authorized Signature

Printed Name and Title

Date



Consent Agenda Item No. 7.E.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Three-Year Service Agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, for Call Triage System, at an Annual Cost of \$55,755, for a Total Agreement Amount of \$167,265, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Priorities:

Priority Area 3: Public Safety. Maintaining Bloomington's record of low crime and strong public safety services. This includes prevention-focused policing, readiness across public safety departments, ongoing training and staffing support, and building trust through service quality, response times, fairness, and sustainability for public safety employees.

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 Emergency Communications Center has partnered with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, since 2006 to provide an advanced computer-based call triage system. This system allows the Police and Fire Departments to receive timely and accurate information from the Communications Center. The system enables Public Safety Dispatchers to deliver accurate life-safety instructions to the public in their time of need. The call triage system is based on best practices and is continually updated to remain current. This three-year renewal agreement covers annual maintenance, updates, upgrades, expert call review, continuing dispatch education, and artificial call simulator, and a data analytics dashboard. The annual cost is \$55,755 per year.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into said agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, in the amount of \$167,265. This will be payable at \$55,755 per year for FY 2027, FY 2028, and FY 2029. The \$55,755 for FY 2027 will be paid out of the Communication Center Computer-Office Repairs and Maintenance account (10015118-70530). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 211. If approved, the Communication Center will include the FY 2028 and FY 2029 agreement amounts in the respective yearly budget submissions.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote/Agreement

3. Priority Dispatch LSJF
4. ProQA EULA

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH MEDICAL PRIORITY CONSULTANTS, INC. D/B/A PRIORITY DISPATCH CORPORATION FOR RENEWAL OF A THREE-YEAR AGREEMENT, AT AN ANNUAL COST OF \$55,755, FOR A TOTAL AGREEMENT AMOUNT OF \$167,265

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Medical Priority Consultants, Inc. D/B/A Priority Dispatch Corporation, be approved for renewal of a three-year agreement (Exhibit A), at an annual cost of \$55,755, for a total agreement amount of \$167,265; and

WHEREAS, the City Emergency Communications Center has partnered with Medical Priority Consultants, Inc. since 2006 to provide an advanced computer-based call triage system for emergency dispatch operations; and

WHEREAS, the call triage system provides timely and accurate information to the Police and Fire Departments and enables Public Safety Dispatchers to deliver life- safety instructions to the public during emergency situations; and

WHEREAS, the system is based on industry best practices and is continually updated to maintain current standards for emergency communications and dispatch services; and

WHEREAS, the proposed agreement includes annual maintenance, software updates and upgrades, expert call review services, continuing dispatch education, an artificial call simulator, and a data analytics dashboard; and

WHEREAS, the proposed agreement term is for three years at an annual cost of \$55,755, for a total agreement amount of \$167,265; 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 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Quote

Priority Dispatch Corp.

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Jon Stones
 Phone: (800) 363-9127
 Direct: Ext. 149
 Email: jon.stones@prioritydispatch.net

Agency: City of Bloomington, IL
 Agency ID #: 6562
 Quote #: Q-82864
 Date: 5/01/2026
 Offer Valid Through: 5/29/2026
 Payment Terms: Net 30
 Currency: U.S. Dollar

Bill To:
 City of Bloomington, IL
 Darren Wolf
 305 S EAST ST
 BLOOMINGTON, Illinois 61701-7609
 United States

Ship To:
 City of Bloomington, IL
 Darren Wolf
 305 S EAST ST
 BLOOMINGTON, Illinois 61701-7609
 United States

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package System License Renewal, Services & Support <ul style="list-style-type: none"> • 5#Production/ Live, 1 ProQA Surge & 1 Supervisor ProQA Licenses, AQUA, XLerator, Cardsets = \$24,975 • Quality Performance Review (Q Base for EMD/ EFD/EPD): \$31,680 (for up to 40 cases per discipline/ per month/ per year) • AI SkillLab (EMD/EFD/EPD): \$6,000 • Academy Analytics Dashboard powered by FirstWatch= \$1,500 	Medical;Fire;Police	1.00	USD 55,755.00
Shipping & Handling		1.00	USD 0.00
One Plan Maint, Srvs & Support (MFP) 7/1/26 - 6/30/27 TOTAL:			USD 55,755.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package System License Renewal, Services & Support <ul style="list-style-type: none"> • 5#Production/ Live, 1 ProQA Surge & 1 Supervisor ProQA Licenses, AQUA, XLerator, Cardsets = \$24,975 • Quality Performance Review (Q Base for EMD/ EFD/EPD): \$31,680 (for up to 40 cases per discipline/ per month/ per year) • AI SkillLab (EMD/EFD/EPD): \$6,000 • Academy Analytics Dashboard powered by FirstWatch= \$1,500 	Medical;Fire;Police	1.00	USD 55,755.00
One Plan Maint, Srvs & Support (MFP) 7/1/27 - 6/30/28 TOTAL:			USD 55,755.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package System License Renewal, Services & Support <ul style="list-style-type: none"> • 5#Production/ Live, 1 ProQA Surge & 1 Supervisor ProQA Licenses, AQUA, XLerator, Cardsets = \$24,975 • Quality Performance Review (Q Base for EMD/ EFD/EPD): \$31,680 (for up to 40 cases per discipline/ per month/ per year) • AI SkillLab (EMD/EFD/EPD): \$6,000 • Academy Analytics Dashboard powered by FirstWatch= \$1,500 	Medical;Fire;Police	1.00	USD 55,755.00
One Plan Maint, Srvs & Support (MFP) 7/1/28 - 6/30/29 TOTAL:			USD 55,755.00

Subtotal	USD 167,265.00
Total	USD 167,265.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

Terms and Conditions

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Medical Priority Consultants, Inc. dba Priority Dispatch #1312

Amount: \$ 167,265

Date: 5/19/2026

Description of item/service: Service Agreement with Medical Priority Consultants, Inc.

Justification- Explain why this vendor is the only vendor that can perform this work: The City Emergency Communications Center has partnered with Medical Priority Consultants since 2006 to provide an advanced computer-based software call triage system. With such a long relationship, this software is deeply rooted in the processes and functions of the Communications Center. This software is proprietary and can only be maintained and supported by Medical Priority Consultants, Inc. This system allows Police and Fire Departments to receive timely and accurate information from the Communications Center. The system enables Public Safety Dispatchers to deliver accurate life safety instructions to the public in their time of need. The call triage system is based on best practices and is continually updated to remain current. Staff is extensively trained in the utilization of this software, and it is integrated into other systems used in the Communications Center. The Center has been recognized Nationally as an Accredited Center of Excellence in the application of the protocols contained in the software. Changing the software would require a steep adjustment to processes, training, and integration with unknown results. This renewal covers the annual maintenance, updates, expert call review, continuing dispatch education, artificial intelligence call simulator, and a data analytics board.

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


(Name and Signature of Department Head)


Date

SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):



Name and Signature of Procurement Designee


Date

PRIORITY DISPATCH SYSTEM® (“PDS®”)

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

**PLEASE READ CAREFULLY THE ACCOMPANYING TERMS
AND CONDITIONS OF THIS LICENSE & SERVICE
AGREEMENT BEFORE PROCEEDING TO INSTALL THE
SOFTWARE OR
USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS
AGREEMENT.**

***INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES
CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND
CONDITIONS.***

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY
RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION
OR
CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF,
FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR
THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that

- (1) they are duly authorized to do so for and on behalf of the Client; and
(2) the Client understands and agrees to be bound by the terms and conditions of this Agreement.***

1. *Software* means the Priority Dispatch System® (“PDS®”) software, content, hard-copy flip cards, and Documentation that you receive from PDC in connection with this Agreement and as further identified in Customer’s invoice or quote from PDC. Documentation means any and all manuals, instructions and other documents or materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to “Software” shall also apply to the PDS® and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled “Limited Software Warranty,” any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC, and you do not have the right to share, distribute, publish, make available for interface or otherwise disseminate the Software or License Product to third parties.

2. *A PDC Product.* The Software (including its content) and any and all copies thereof and derivatives or variations therefrom are owned by PDC or its Licensor(s) (altogether “PDC”). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon, or allow third parties to infringe upon or have unauthorized use of, any of these exclusive intellectual property rights of PDC and that you will not attempt, or allow others to attempt, to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled “Termination”).

3. *Stations, Licensed Stations, Number of Licensed Stations.*

a. “Stations” refers to any computers, terminals, nodes, computer-aided dispatch stations, workstations, or any similar setup that are in your possession or control and on which call-takers or dispatchers perform their work, including use of the Software. Stations are physical or virtual hardware systems capable of operating the Software but are not necessarily licensed to do.

b. “Licenses” refer to the specific rights you have obtained to use the Software by paying the required License Fee to PDC. You are only authorized to concurrently use and access up to the maximum number of Licenses that have been paid for under this Agreement. Although you may have multiple Stations capable of running the Software, you are only allowed to use the Software on as many Stations as the maximum number of Licenses you have purchased.

c. “Training Stations” are specific Stations that may access the Software solely for the purpose of training personnel in the use of the Software’s call-center or dispatch functions. Training Stations are not permitted to handle real or live call activity and do not count toward the number of Licenses.

d. “Backup Stations” are specific Stations designated exclusively for emergency or contingency purposes. These Stations may

access the Software only when Stations are rendered inoperable. Backup Stations must be configured to remain non-operational under normal conditions and shall not be used concurrently with Licenses. Backup Stations are not included in the Number of Licenses but require a separate designation and are only licensed for limited, non-concurrent use.

4. License of Software. PDC grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable limited license (the "License") to use the Software on Licensed Stations, Training Stations, or Backup Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the Extended Service Plan (ESP) fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from (a) making any other copies, derivatives, or variations of the Software, system protocols, or anything in the PDS®; (b) making any use of the Software in any manner not licensed by this Agreement; or (c) allowing third parties to use, copy, or otherwise access the Software or License Products.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license; or (d) allow third parties to do the same, whether or not in your behalf. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as noted elsewhere in this Agreement) are not in breach of this section. You acknowledge that a material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek to obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against a material breach or threatened breach of the Agreement or infringement of intellectual property rights, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you, or third parties affiliated with you, as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Cloud Services.

a. **Cloud Services.** PDC may provide or make available online or through another hosted environment the Software or other products, services, or platforms (collectively, "Cloud Services") pursuant to a purchase order or other agreement between PDC and Customer.

b. **Access and Use.**

(i) **Provision of Access.** Subject to the terms and conditions of this Agreement, PDC hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "Term") set out in the applicable agreement between Customer and PDC (the "Customer Agreement") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "Authorized User" means Customer and its employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA or any underlying Customer Agreement.

(ii) **Documentation License.** Subject to the terms and conditions contained in this Agreement, or as otherwise stipulated in a Customer Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use any user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) **Use Restrictions.** Customer shall not use, nor allow any Authorized Users or third parties to use, permit, or access, the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

9. Artificial Intelligence (AI) Technology. Customer is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Customer to use for itself or in Customer's behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED.

- a. Should Customer learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, Customer shall immediately notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by Customer and identify the supplier, contractor, or vendor of such technology. In the event of any such use or disclosure, PDC or IAED may, in its sole discretion, deny the use of AI technology in the performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided. Customer shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Customer's use of AI Technology.
- b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not utilized, directly or indirectly in the training or development of AI Technologies. Intellectual Property includes but is not limited to protocols, training curriculum, seminars, case transcripts, case review methods, Quality Performance Review standards and/or scoring process, manuals, textbooks, update guides, CDE material, training exercises, and feedback methods.
- c. For purposes of this Agreement, AI Technology means any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Visions AI, Conversational AI and/or Learning Language Models; and includes any software, service, application, or platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED.

10. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

11. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary, the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC based on net corporate income.

12. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC periodically issues Updates or revisions to the Software that include updates and inclusion of the most current system protocols developed and issued by the International Academies of Emergency Dispatch (IAED), and may issue bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Failure to implement such PDC-provided Updates or revisions within 90 days of PDC providing them will constitute a breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

13. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report the specifics in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution*; or (b) *offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and/or any printed copies or facsimiles of same and that you have not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

14. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("Aggregated Statistics"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

15. Reservation of Rights. PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer

Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the "PDC IP"). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

16. Suspension. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

17. Customer Responsibilities.

a. Account Use. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

b. Customer Data. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display anonymized and aggregated Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

c. Passwords and Access Credentials. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

d. Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

18. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

19. Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

a. Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

20. Inspection. PDC may, from time to time and at its own expense and option, and with your cooperation and permission, inspect your facilities, CAD systems, and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30 days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. THIS CLAUSE SHALL REMAIN IN EFFECT BEYOND THE TERM OF THE CONTRACT AND/OR DECOMMISSION.

21. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

22. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE OR REPLACEMENT EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC AND IAEDARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS DATA AND LOGIC SYSTEMS CONTAINED IN THE SOFTWARE.

23. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND IS ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

24. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

25. Termination. Either party may terminate this Agreement as set forth elsewhere herein or based upon a breach of this Agreement by the other Party which is not cured within 30 days of written notice thereof. This Section 17 shall not limit the relief, remedies, and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained or destroyed, and no longer control access to, any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

a. Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

26. Disputes.

a. United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

b. Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

27. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of this Agreement or any U.S. laws or regulations.

28. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

29. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

30. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

31. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

32. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other

document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

33. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

34. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan (“ESP”)

1. Extended Service Plans.

- a. **Silver ESP:** Includes 24x7x365 technical support and Updates to the Software within the current version.
- b. **Gold ESP:** Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
- c. **Platinum ESP:** Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
- d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for certain countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.
- e. **ESP Miscellaneous.**
 - i. Client must register as described in Section 2 below.
 - ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
 - iii. All Licensed Products must have the same ESP.
 - iv. PDC its sole discretion, may modify and replace this ESP from time to time and any prior ESP is then superseded. The new ESP then becomes the current ESP and is part of this EULA.
 - v. PDC reserves the right to terminate this Agreement if you are not current on your financial obligations to PDC.
- f. **Customer Obligations:**
 - i. Customer’s hardware and operating systems must meet the minimum system requirements provided by PDC.
 - ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.
 - iii. Customer shall ensure immediate availability of its own technical support personnel so PDC can fulfill its service obligations.
 - iv. When reporting a problem to PDC’s technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support. This must be done to ensure that the public’s access to the most current medical and/or public safety standard of care and practice is reasonably available to all 911 callers.
 - v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.
 - vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
 - vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up and reasonably protected from unauthorized intrusion, access, modification or theft. PDC shall not be liable for any lost data.
 - viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
 - ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.
 - x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer’s failure(s) at PDC’s currently stated hourly rates and make known such failures to the medical director or the PS leadership of the client.
 - xi. Computer-Aided Dispatch (“CAD”) Integration. Any costs relating to the integration of PDC’s Licensed Products and the Customer’s CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC’s Licensed Products and Customer’s CAD system must be allowed and inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC’s on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows and/or appropriate Boards, Councils, or Committees of the International Academies of Emergency Dispatch (“IAED”);

Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register and remain current at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register and remain current may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. **Updates** When PDC determines that particular improvements, modifications, or enhancements may be useful or necessary to maintain the current standards of care and practice as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and EPDS."

b. **New Versions** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written,

prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. Documentation. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, CALLED A “PROPOSAL FOR CHANGE”, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled “Research Data Sharing” in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients. A Proposal for Change may be submitted at <https://www.emergencydispatch.org/what-we-do/proposal-for-change>.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards, system protocols, or any other part or content of the PDS® is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy’s scientific process referred to above, i.e., a Proposal for Change. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly prohibited, PDC and the IAED disclaim any liability and you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but is not be limited to) the following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under the ProQA OMEGA-PLUS License which includes additional and supplemental OMEGA determinant codes or a “no-send” or “referral” option for an additional cost. Granting the ProQA OMEGA-PLUS License is contingent upon Client being an Accredited Center of Excellence (ACE) by the IAED and using the ECNS (LowCode) under a separate ECNS (LowCode) License. Any implementation of any such modifications without the ProQA OMEGA-PLUS License and the ECNS (LowCode) and the use of the Software by non-IAED certified individuals or ACE-Accredited Clients will be considered an Unsafe Practice and subjected to license use revocation. .

a. CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed client services.

15. Quality Performance Review (QPR). QPR is a quality assurance service provided by PDC. In the event Customer utilizes QPR, the following shall apply:

a. Pre-QPR: Customer understands that they and PDC shall have the following meetings before starting the QA services:

- i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.
- ii. QA/QI Meeting – Analysis of current system with current Customer QA staff
- iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. QPR Technical Process:

- iv. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or

virtual workstation configured with AQUA[®], ProQA[®] Admin Utility, XLERATOR[®], and the Customer's audio logger/recorder.

v. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

vi. PDC will audit calls remotely using SecureLink. An additional AQUA[®] software License per discipline will be provided by PDC for the QPR Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

vii. Customer understands that they must always update to the latest version of AQUA[®].

viii. If there is a customer related issue (technical or otherwise) that prevents the QPR Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. Quality Assurance Process:

ix. QA shall be done according to the IAED standards for Accreditation http://www.emergencydispatch.org/standards_for_accreditation.

x. Customer will receive weekly completed QA cases in AQUA[®] based on the QPR timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

xi. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the QPR reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the QPR representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the QPR Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.

xii. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the QPR Reviewer's audit and comments. If the ED-Q does not understand or agree with the QPR review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the QPR representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. Definitions. This section contains more detailed definitions of certain terms used in this EULA.

"Cards"

The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"

The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"

When used in this Agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Pilot Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.



Consent Agenda Item No. 7.F.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Ray O'Herron, Inc., for the Purchase of Police Uniform Shirts and Pants, in an Amount Not to Exceed \$114,000, as requested by the Police Department.

Recommended Motion: The proposed Resolution 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: Police uniform pants and shirts need to withstand weather and hard use, provide a level of comfort, and allow officers to easily perform physical police duties while maintaining a professional appearance. With these considerations, the Police Department staff completed market research, tested and selected the Blauer brand uniform pants and shirts years ago. This brand was selected due to its functionality, durability, and professional appearance. Ray O'Herron is located in Danville, Illinois, and is the nearest Blauer dealer. This proximity provides the needed responsiveness for this critical wear and the ability for Ray O'Herron to come to the Police Department to fit the officers' uniforms when necessary. Ray O'Herron maintains an inventory that allows for this equipment to be available in a reasonable amount of time, provides a high level of customer service, and offers a discount for police orders that results in savings for the City. Staff is requesting that this agreement to purchase uniforms be approved utilizing a limited source justification based upon the previous market research and years of satisfactory use.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with Ray O'Herron, Inc., in an Amount Not to Exceed \$114,000. A total of \$143,000 is included in the FY 2027 Budget under the Police-Uniforms account (10015110-62190). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 206.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. O'Herron LSJ FY 2027
4. Sole Source Letter

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH RAY O'HERRON, INC., FOR THE PURCHASE OF POLICE UNIFORM SHIRTS AND PANTS, IN AN AMOUNT NOT TO EXCEED \$114,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Ray O'Harron, Inc. (Exhibit A), be approved for the purchase of police uniform shirts and pants in the amount of \$114,000; and

WHEREAS, Ray O' Herron's is the nearest Blauer Dealer to the Bloomington Police Department ("BPD"); and

WHEREAS, the BPD researched and tested uniform functionality, durability, and professional appearance, and Blauer was the top choice; and

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

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

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

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

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

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Rav O'Herron Co. Inc.

FOR

Police Uniform Clothing and Footwear

THIS AGREEMENT, dated this ___ day of _____ June _____, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Rav O'Herron Co. 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:

Rav O'Herron Co. Inc.
3549 North Vermillion
Danville, IL 61832

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.

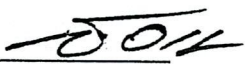
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Michael O'Herron 
Its President


By: Justin Fredericks 
Its Secretary/Treasurer

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Blanket purchase order for police uniform clothing and footwear needs throughout the FY27 budget year.

EXHIBIT B
COSTS/FEES

In the amount not to exceed \$114,000. Quantities and pricing may vary dependant upon the needs of the Department personnel. The list below is not all encompassing and other items needed throughout the term may be purchsaed.

Price listing of commonly purachsed items:

ArmorSkin Base Shirts:

8372-DN S/S Armorskin Base Shirt 100% Poly, Navy \$60.99

8371-DN L/S Armorskin Base Shirt 100% Poly, Navy \$67.99

8372W-DN S/S Armorskin Base Shirt 100% Poly, Navy, Female \$60.99

8371W-DN L/S Armorskin Base Shirt 100% Poly, Navy, Female \$67.99

8373-DN L/S Armorskin Winter Base Shirt 100% Poly, Navy \$88.99

Uniform Trouser:

8666-DN Trouser Navy FlexRS Covert Tac, 100% Poly. Rip Hidden Cargo \$98.99

8666W-DN Trouser Navy FlexRS Covert Tac,Poly. Rip Hidden Cargo - Female \$98.99

Sweater & Outer Wear:

4660-NB Softshell Fleece Jacket, Navy \$166.99

9820-NB TacShell Jacket outer shell only, Navy \$332.99

Boots/Shoes:

Under Armour Men's UA Micro G® Valsetz Water Proof Zip Mid Tactical Boots Black \$170.00

Under Armor Men's Strikefast Low Athletic Shoe \$100.00

Salomon Speed Assault 2 Unisex Forces Shoes Black \$159.95

Bates - High Gloss Duty Oxford \$79.95

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

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

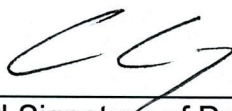
Amount: \$114,000.00

Date: 5/19/2026

Description of item/services: Purchase of Police uniform pants and shirts.

Justification: The department researched and selected the Blauer brand uniform pants and shirts several years ago due to its functionality, durability, and professional appearance. Today, Ray O'Herron located in Danville, Illinois, is the nearest Blauer dealer. This proximity provides the needed responsiveness for this critical wear and the ability for O'Herron to physically come to the department to fit the officers' uniforms whenever needed. Ray O'Herron maintains an inventory that allows for this equipment to be available in a reasonable amount of time and has provided a high level of customer service.

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)

5/21/26

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

June 2, 2026

Name and Signature of Purchasing Agent or Designee

Date



06/26/2025

Dear Bloomington Police Department,

Ray O'Herron Company is the state of Illinois' largest distributor for Blauer uniforms and manufacturing. We stock a large inventory of the Blauer product mix.

We also hold the largest portion of Armor Express business through agency contacts.

Our professional sales team and two store locations in Illinois will provide the best customer service experience, second to none.

We appreciate the opportunity to continue to supply your agency with your public service equipment.

Thank you,

A handwritten signature in black ink, appearing to read "M. O'Herron", with a horizontal line extending to the right.

Michael O'Herron

President

Oherron.com

3549 N. Vermilion | Danville, IL 61832

1600 75th Street | Downers Grove, IL 60516

1-800-223-2097



Consent Agenda Item No. 7.G.

For City Council: June 8, 2026

Ward Impacted: Ward 4
Ward 6

Subject: Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 (Locust Street) Improvements, in an Estimated Amount of \$906,430; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 (Locust Street) Improvements, in the Amount of \$1,133,037; and (3) an Ordinance Amending the Budget Ordinance for Fiscal Year ending April 30, 2027, in the amount of \$633,037, Regarding Utilizing Motor Fuel Tax (MFT) Fund Reserves, as requested by the Engineering Department.

Recommended Motion: The proposed Resolutions and 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 intergovernmental agreement ("IGA") with the Illinois Department of Transportation ("IDOT") and submit a State Motor Fuel Tax ("MFT") Funding Resolution to pay for a portion of the Illinois Route 9 (Locust Street) Improvements project. The project, led by IDOT, is scheduled to receive bids in July 2026 and has an estimated cost of \$11.6 million. This project includes:

- Pavement milling, patching, and resurfacing of approximately 7,200 feet of Illinois Route 9 (Locust Street), from east of Main Street to Empire Street, including both northbound and southbound Towanda Avenue;
- Removing and reconstructing curb and gutter for the entire length of the project;
- Replacing traffic signal equipment with equipment that meets current standards and installing new emergency vehicle preemption equipment at the intersections of Locust Street and Clinton Street, Locust Street and Colton Avenue, and Locust Street and Victory Lane;
- Striping bike lanes along portions of the project where pavement width allows;
- Reconstructing sidewalk ramps and replacing deteriorated sidewalks throughout the project limits to meet current accessibility requirements;
- Constructing a new sidewalk on the south side of Locust Street from Robinson Street to just west of Towanda Avenue;
- Reconstructing the medians along Towanda Avenue; and,
- Adjusting/replacing various storm sewer structures as necessary.

Although this work is on a State route, the Illinois Administrative Code stipulates that the costs

for traffic signal upgrades are shared between the State and the local agency within which the intersection is located. In addition, per IDOT policy, the municipality is responsible for funding 100% of the costs of emergency vehicle preemption, traffic signal equipment painting, and reconstructing parking lanes. IDOT estimated the City's share of the project cost to be \$788,200 for the construction portion, and \$118,230 for preliminary, design, and construction engineering, totaling \$906,430. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual final construction costs. The proposed MFT Resolution covers the City's maximum responsibility of 125% of the estimated costs or \$1,133,037, eliminating the possibility of needing a future supplemental resolution. IDOT estimates that this amount will be enough to cover bids that may be slightly above their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the work.

IDOT will open bids in July 2026, with the contract expected to be awarded several months later. The project is anticipated to take portions of two construction seasons, with the start of construction not allowed to begin until June 2027 and being completed in 2028. For this construction contract, IDOT has agreed to delay collection of the City's local share until the completion of the work. The amount due will be based on the final actual cost of construction.

This construction contract is the fifth and final section of a larger project by IDOT to upgrade Illinois Route 9, from Dr. Martin Luther King Jr. Drive to Carnahan Drive. Construction on the first section from Dr. Martin Luther King Jr. Drive to Hinshaw Avenue, was completed in 2025. Construction started earlier this year on the second section, from Towanda Avenue to Carnahan Drive, and the third section, from Hinshaw Avenue to Center Street, with construction on both expected to take place throughout 2026 and 2027. The fourth section, Empire Street, from Main Street to Towanda Avenue, was bid in April with construction expected to begin in the near future. Additional information about this overall project is linked from the Engineering Department's IDOT Projects web page at: <https://www.bloomingtonil.gov/departments/engineering/bloomington-streets/idot-projects>.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an IGA with IDOT and a State MFT Resolution, in the amount of \$1,133,037, for IL Route 9 (Locust Street) Improvements. This will be paid out of the State Motor Fuel Tax Fund-Street Construction & Improvement account (20300300-72530). A total of \$500,000 is 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 8, 169, 173, and 174. If approved, a budget amendment to utilize \$633,037 in Motor Fuel Tax Fund reserves will be utilized to make up the difference to allow for the project to move forward. Details on the accounts included in the budget amendment can be located in Ordinance Exhibit A.

Attachments:

1. City Resolution
2. City Resolution - Exhibit A (Agreement) & MFT Resolution
3. City Ordinance
4. City Ordinance - Exhibit A

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR ILLINOIS ROUTE 9 (LOCUST STREET) IMPROVEMENTS, IN AN ESTIMATED AMOUNT OF \$906,430

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (“IGA”) between the City of Bloomington and the Illinois Department of Transportation (“IDOT”) for the Illinois Route 9 (Locust Street) Road Project from east of Main Street to Empire Street (Exhibit A), in an estimated amount of \$906,430 (“Project”); and

WHEREAS, the Project is being facilitated by IDOT to enhance the free flow of traffic and help ensure safety for the motoring public; and

WHEREAS, the Project consists of work necessary for resurfacing the existing pavement surface, removing and replacing curb and gutter, replacing sidewalk curb ramps, constructing new sidewalk, and performing other necessary, associated work; and

WHEREAS, the Project contributes to the City’s Strategic Priority Area 1: Infrastructure to have better quality roads and sidewalks through partnering with others for the most cost-effective service; and

WHEREAS, per IDOT policy, the municipality is responsible for funding 100% of the costs of emergency vehicle preemption, traffic signal painting, and reconstruction of parking lanes, and a prorated share of traffic signal modernization improvements; and

WHEREAS, IDOT estimated the City's share of the project cost to be \$788,200 for the construction portion, and \$118,230 for preliminary, design, and construction engineering, totaling \$906,430. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs, with a maximum amount of \$1,133,037; and

WHEREAS, once IDOT awards the contract, the City will pay 80% of the amount obligated under the proposed IGA to IDOT, and upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction; and

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

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 IGA, and any other documents necessary to complete this transaction.

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FAP 693 (ILL 9 / US 150 /
Locust Street / Towanda Avenue)
Section (1,FR)RS-2
City of Bloomington
McLean County
Job No. A-95-001-25
Agreement No. JN-52026505
Contract No. 70F18

AGREEMENT

This agreement entered into this _____ day of June, A.D., 2026, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 7,230 feet of ILL 9 / US 150 / Locust Street / Towanda Avenue (FAP Route 693) from North Main Street to East Empire Street in Bloomington, State Section (1,FR)RS-2 by patching, PCC curb and gutter removal / replacement, HMA surface removal, designed HMA overlay, PCC median reconstruction on Towanda Avenue, milling and resurfacing an 8' wide parking lane on Locust Street from Main Street to Robinson Street on the North side, striping a 6' wide bike lane on Locust Street from Main Street to Robinson Street on the South side, striping a 6' wide bike lane on Locust Street from Colton Avenue to Victory Lane on the South side, incidental sideroad resurfacing, ADA curb ramp upgrades, reconstructing the 5 foot wide PCC sidewalk in various locations along the job limits, new retaining walls, adjusting / replacing various storm sewer structures as necessary, modernizing / replacing traffic signals at the intersections of FAP 693 (ILL 9 / US 150 / Locust Street) and: FAU 6401 (US 150 / Clinton Street); FAU 6407 (Colton Avenue); and the Bloomington High School Entrance (Victory Lane), and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	FEDERAL		ESTIMATED CITY COST		STATE MATCH		TOTAL COST
All Construction *	\$7,096,000	80%	\$0	0%	\$1,774,000	20%	\$8,870,000
Mill and Resurface Parking Lane and Curb & Gutter adjacent to Parking Lanes	\$0	0%	\$229,000	50%	\$229,000	50%	\$458,000
Mid-Block Sidewalk Removal	\$200,000	80%	\$50,000	20%	\$0	0%	\$250,000
Curb & Gutter, Storm Sewer, and Entrance Reconstruction West side of Southbound Towanda Ave	\$0	0%	\$244,000	100%	\$0	0%	\$244,000
Mill and Resurface Southbound Towanda Avenue	\$0	0%	\$0	0%	\$233,000	100%	\$233,000
Colton Avenue Signal Modernization	\$611,200	80%	\$76,400	10%	\$76,400	10%	\$764,000
Victory Lane Signal Modernization	\$511,200	80%	\$127,800	20%	\$0	0%	\$639,000
Traffic Signal Equipment Painting, Emergency Vehicle Preemption Equipment, and Lighting	\$0	0%	\$61,000	100%	\$0	0%	\$61,000
Sub Total	\$8,418,400		\$788,200		\$2,312,400		\$11,519,000
Engineering Cost (15% of total participation items)	N/A		\$118,230		N/A		\$118,230
Total Estimated Cost	\$8,418,400		\$906,430		\$2,312,400		\$11,637,230

*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. CITY participation toward the work shall not exceed \$1,133,037 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The CITY further agrees that upon completion of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF

ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 100% of its obligation incurred under this AGREEMENT.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be parallel to the curbs on Locust Street from Main Street to Robinson Street on the North side; and requiring that parking be prohibited at all other locations within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit C".
8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached hereto as "Exhibit D".

9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 693 without the consent of the STATE.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. Upon final field inspection of the improvement and so long as FAP 693 (ILL 9 / US 150 / Locust Street / Northbound Towanda Avenue) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the PCC median on Towanda Avenue, the through traffic lanes lying on the east side of the median on Towanda Avenue, the through traffic lanes lying on either side of the Center Line on Locust Street, and the left-turn and right-turn lanes, each being variable in length and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including: the two 11' to 12' wide traffic lanes of Southbound Towanda Avenue, the adjacent curb and gutter to Southbound Towanda Avenue, the landscaped median at Towanda Avenue, parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 693 (ILL 9 / US 150 / Locust Street / Towanda Avenue). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY, unless there is an agreement specifying different responsibilities.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19th, 2021.
15. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6001563 is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).
17. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
18. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

FAP 693 (ILL 9 / US 150 /
Locust Street / Towanda Avenue)
Section (1,FR)RS-2
City of Bloomington
McLean County
Job No. A-95-001-25
Agreement No. JN-52026505
Contract No. 70F18

CITY OF BLOOMINGTON

Signature: _____

Printed: _____

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

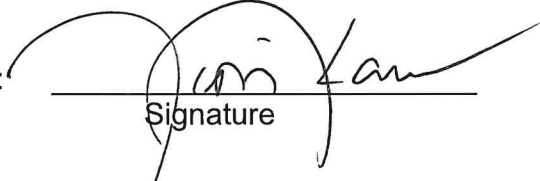
FAP 693 (ILL 9 / US 150 /
Locust Street / Towanda Avenue)
Section (1,FR)RS-2
City of Bloomington
McLean County
Job No. A-95-001-25
Agreement No. JN-52026505
Contract No. 70F18

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 693 (ILL 9, US 150), State Section (1,FR)RS-2, the City of Bloomington hereby approves the plans and specifications for the proposed construction.

APPROVED May 27, 20 26

By:



Signature

Jim Karch, PE, MPA

Printed Name

Engineering Director/City Engineer

Title

For the City of Bloomington

FOR INDEX OF SHEETS, SEE SHEET NO. 2

FOR SUMMARY OF QUANTITIES, SEE SHEET NO. 4-15

CURRENT TRAFFIC DATA FOR FAP 693 (IL 9)					
	LEG "A"	LEG "B"	LEG "C"	LEG "D"	LEG "E"
2024 ADT	6,200	6,500	5,700	6,800	8,700
P.U.%	97.0	96.0	96.1	95.2	97.2
S.U.%	2.8	3.5	3.5	2.2	1.7
M.U.%	0.2	0.5	0.4	2.6	1.1

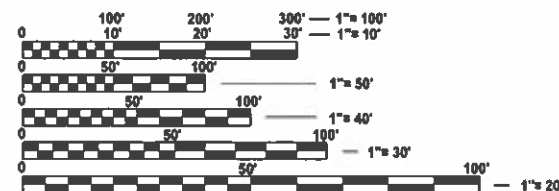
LEG "A" is IL 9 EB (Locust St.) from Main St. to McLean St.
 LEG "B" is IL 9 EB (Locust St.) from McLean St. to Clinton St.
 LEG "C" is IL 9 EB (Locust St.) from Clinton St. to Linden St.
 LEG "D" is IL 9 EB (Locust St.) from Linden St. to Towanda Ave.
 LEG "E" is IL 9 EB (Towanda Ave.) from Locust St. to Empire St.

DESIGN DESIGNATION - NA



HUTCHISON ENGINEERING, INC.
 ANTHONY W. MILLER, P.E.
 #062-050804

Anthony W. Miller
 EXPIRES: 11/30/2027
 DATE: 05/01/2026



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
 1-800-892-0123
 OR 811
 BLOOMINGTON TOWNSHIP

PROJECT ENGINEER: JASON W. STULTS
 PROJECT MANAGER: BRIAN J. HOGAN
 PHONE NUMBER (217) 465-4181
 CONTRACT NO. 70F18

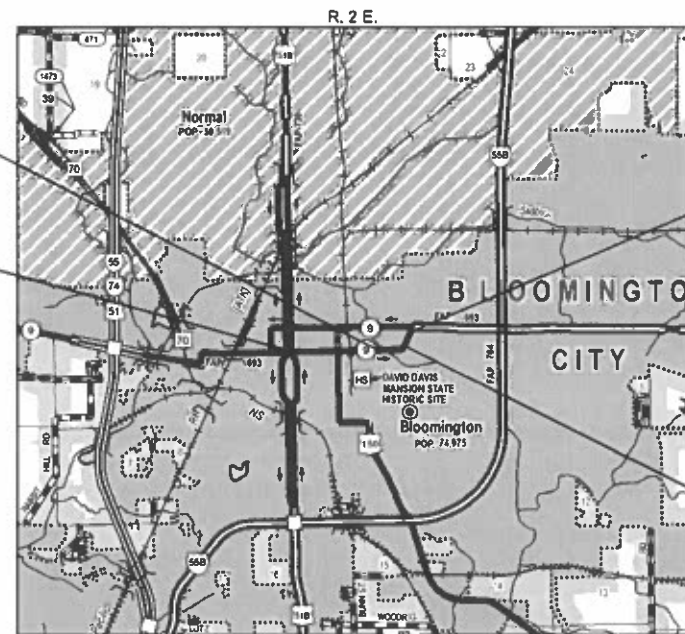
STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

PROPOSED
 HIGHWAY PLANS

FAP 693 (ILL 9, US 150)
 SECTION (1,FR)RS-2
 PROJECT NHPP-20DB(729)
 DESIGNED OVERLAY, ADA IMPROVEMENTS,
 CURB AND GUTTER, & TRAFFIC SIGNAL REPLACEMENT
 MCLEAN COUNTY

A-95-001-25
 LOCUST STREET AND TOWANDA AVENUE
 FROM NORTH MAIN STREET TO EAST EMPIRE STREET
 IN BLOOMINGTON

STATION EQUATION
 STA. 88 + 58.69 (BK) =
 STA. 40 + 42.02 (AH)
 BEGINNING OF PROJECT:
 LOCUST ST.-STA. 43 + 73.01



LOCATION MAP

GROSS LENGTH = 7,232.13 FT. = 1.370 MILE
 NET LENGTH = 7,232.13 FT. = 1.370 MILE

END OF PROJECT:
 S. TOWANDA AVE.-STA. 20 + 66.57

STATION EQUATION
 STA. 56 + 42.31 (BK) =
 STA. 32 + 12.73 (AH)

F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
693	(1,FR)RS-2	MCLEAN	219	1
		ILLINOIS	CONTRACT NO. 70F18	

A-95-001-25



STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

SUBMITTED 5/7 2026
Kenneth A. Garwith, Sr.
 REGIONAL ENGINEER

 ENGINEER OF DESIGN AND ENVIRONMENT

 DIRECTOR OF HIGHWAYS PROJECT IMPLEMENTATION

PRINTED BY THE AUTHORITY
 OF THE STATE OF ILLINOIS

EXHIBIT B

*City of Bloomington, IL
Tuesday, September 30, 2025*

Chapter 29. Motor Vehicles and Traffic

ARTICLE XIII. Method of Parking

§ 29-1301. [Ch. 29, Sec. 100] Standing or parking close to curb.

No person shall stop, stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand or left-hand wheels of the vehicle within 12 inches of the curb or edge of the roadway except as otherwise provided in this article.

§ 29-1302. [Ch. 29, Sec. 101] Care in starting.

No person shall start a vehicle which is stopped, standing or parked unless and until such movement can be made with reasonable safety.

§ 29-1303. [Ch. 29, Sec. 102] Angle parking prohibited.

[Ord. No. 1984-57]

Except for Main Street between Front and U.S. 51 northeast crossover, angle parking on City streets is prohibited.

§ 29-1304. [Ch. 29, Sec. 103] Parking space boundaries.

[Ord. No. 1987-66]

No person shall directly or indirectly park or allow to be parked any vehicle owned by him in any parking space where any portion of said vehicle as parked extends beyond any marked boundaries of said space, except for commercial vehicles engaged in the act of loading or unloading and then for a time not to exceed 30 minutes.



EXHIBIT C

City of Bloomington, IL
Saturday, January 6, 2024

Chapter 37. Sewers and Sewage Disposal

Article I. Sewers

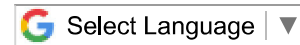
§ 37-115. [Ch. 37, Sec. 21] Draining polluting substances into stormwater sewers.

It shall be unlawful for any person, firm, or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the City.

§ 37-116. [Ch. 37, Sec. 22] Sanitary sewer not to be connected with stormwater sewers.

That it shall be unlawful for any person, firm, or corporation to connect or cause to be connected any sanitary sewer or other title or drain carrying water sewers constructed within the corporate limits of the City, and it shall be unlawful to make or cause to be made any sanitary sewer connection with lateral stormwater sewers which may be connected with said stormwater sewers.

EXHIBIT D



City of Bloomington, IL
Saturday, January 6, 2024

Chapter 38. Streets, Sidewalks and Other Public Ways

ARTICLE III. Obstruction and Encroachments

§ 38-301. [Ch. 38, Sec. 76] Unauthorized obstruction or encumbrance on streets, etc. prohibited.

It shall be unlawful to place, throw, or leave or cause to be placed or left any encroachment, obstruction, or encumbrance in or upon any street, avenue, or alley except as authorized by this Code.

§ 38-304. [Ch. 38, Sec. 79] Erecting or placing buildings in streets, etc. - penalty.

No person shall erect or place any building, in whole or in part, upon any street, avenue, alley, or other public ground of this City under a penalty of \$50.

§ 38-305. [Ch. 38, Sec. 80] Removal of from streets, etc. - penalty.

The owner, occupant, or person in control of any building, fence, porch, steps, gallery, or other obstruction which is now or may hereafter be erected or placed upon any street, avenue, alley, or sidewalk or other public ground of the City shall remove the same upon written notice of the City Manager, and any person failing or refusing to comply with such notice within 10 days after being so notified shall be subject to a penalty of not less than \$5 nor more than \$50.

§ 38-306. [Ch. 38, Sec. 81] Removal of obstruction.

The City Manager and all public officers of the City are hereby authorized to cause any obstruction, encroachment, article, or thing which may be in violation of the law or the provisions of this article to be removed within a reasonable time after a notice to the owner, agent, or person in possession of the premises where such violation occurs or after notice to the person causing any such obstruction. In case the owner, agent, or person in possession of any such premises or the persons causing such obstruction cannot be found, then the City Manager shall cause any such obstruction to be removed at once. In addition to the penalty in this article prescribed, the person or persons causing such obstruction shall pay all costs and expenses of such removal. In cases when notice has been given, the person or persons so notified, failing after a reasonable time to remove any such obstruction, shall be liable in a like manner as in cases where no notice is given. Every person who shall oppose or resist the execution of the orders of the City Manager in such regard shall be subject to a penalty of not less than \$10 nor more than \$50.

§ 38-307. [Ch. 38, Sec. 82] Enclosure, etc., extending over streets, etc.

No person shall make, or cause to be made, any enclosure, fence, arched way or building of any kind extending over or across any street, avenue, alley, or sidewalk within said City, under a penalty of not less than \$10 nor more than \$100 for each offense, and a further penalty of \$5 for each day that he shall allow such enclosure, fence, bridge, or building to remain after being notified to remove the same by the City Manager or any Police Officer.

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2027, IN THE AMOUNT OF \$633,037, REGARDING UTILIZING MOTOR FUEL TAX FUND RESERVES

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 \$633,037, as requested by the Engineering and Finance Departments.

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

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

SECTION 2. Ordinance No. 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 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

FY 2027 Budget Amendment - Exhibit A

Account #	Fund	Account Description	Amount
20300300-40000	Motor Fuel Tax	Use of Fund Balance	\$ (633,037.00)
20300300-72530	Motor Fuel Tax	Street Construction & Improvement	\$ 633,037.00
Net Transaction:			\$ -



Consent Agenda Item No. 7.H.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving (1) an Agreement with Watts Copy Systems, Inc., for Cost-Per-Copy/Print/Fax and Device Maintenance for a Five (5) Year Term (\$18,911.52 Per Year); and (2) a State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance, LLC, for Citywide Multi-Function Print/Copy/Fax Devices for a Five (5) Year Term (\$43,946.64 Per Year), Totaling an Amount Not to Exceed \$314,290.80, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution 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's fleet of multifunction devices (MFDs), originally deployed in 2021, has reached the end of its recommended service life. As these devices continue to age, staff have observed increasing risks of mechanical failures, declining parts availability, and extended repair timelines. These issues can result in more frequent downtime and reduced productivity across departments if not addressed in a timely manner.

To evaluate next steps, staff completed a review of printing needs, operational challenges, and the performance of the current print environment. Operational impacts associated with the aging infrastructure include, increased downtime from mechanical failures, longer repair intervals due to parts scarcity, higher support costs, and inconsistent device availability. These challenges impede daily workflows and affect the City's ability to provide efficient, timely service. Staff also identified opportunities for improvement with the next generation of devices, including selective consolidation, removal of legacy fax lines, and improved energy efficiency.

As part of this review, staff met with Watts Copy Systems, the City's current print services provider, and received an updated proposal assessing the City's existing print environment. The City is currently utilizing 55 printers and multifunction systems from Watts, producing approximately 39,000 black and white and 69,000 color images per month. Over the past 60 months, the City has reduced paper output by more than 20%, partially due to secure print solutions put in place with the current Kyocera devices from Watts. Watts' assessment recommends replacing 49 of the City's Kyocera devices and retaining six low-use or recently purchased devices. The new proposed fleet includes updated Kyocera MFP models with improved scanning speeds, larger document capacities, long-life consumables, and continued integration with PaperCut secure print software.

The proposal also includes continued access to Kyocera Fleet Services (KFS), which provides real-time device diagnostics, firmware updates, remote error resolution, supply level

monitoring, and detailed analytics to support long-term optimization of the print environment. The recommended 60 month lease program includes delivery, installation, onboarding assistance, staff training, and an unconditional machine replacement guarantee for devices with unresolved service issues. Maintenance coverage includes all service, parts, labor, consumables, and preventative maintenance.

Based on problem tracking data, service history, and user feedback, the City's current print solution from Watts has consistently met departmental needs with minimal disruptions. The updated 2026 proposal includes a monthly base lease cost of \$3,662.22, plus usage based maintenance charges that vary by device type and color tier usage. The projected total monthly cost under the proposed program is \$5,238.18, representing an increase of \$130.43 per month compared to the current program. Staff determined that this cost increase is reasonable given the expanded capabilities, improved reliability, and support for modern workflow needs.

Given the performance of the current vendor, the established print environment, and the operational and financial considerations identified during the review, staff recommend renewing the City's agreement with Watts Copy Systems. Continuing this partnership will ensure continuity of service, provide updated and reliable print technology, support ongoing reduction of paper output, and allow the City to maintain an efficient, secure, and modern print infrastructure with minimal disruption to daily operations.

Watts - Utilizing the OMNIA Contract R241203

De Lange - Utilizing the AEPA IFB 025-C Contract

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter onto an Agreement with Watts Copy Systems, Inc., for Cost-Per-Copy/Print/Fax and Device Maintenance (\$18,911.52 Per Year) for a Five (5) Year Term; and a State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance, LLC, for Citywide Multi-Function Print/Copy/Fax Devices for a Five (5) Year Term (\$43,946.64 Per Year), Totaling an Amount Not to Exceed \$314,290.80.

The projected total program cost is \$5,238.18 per month, \$62,858.16 per year, and \$314,290.80 over the 60-month term of the contract. This amount includes both the monthly lease cost of the new equipment and the projected monthly maintenance and per image usage costs. The charges are included in the department budgets that have and utilize these machines throughout the City. The object code that these fees are charged too across multiple departments is MFD Rental account (70430).

Attachments:

1. Resolution
2. Resolution - Exhibit A - Proposal
3. Resolution - Exhibit B - Cost-Per-Copy/Print/Fax & Maintenance Agreement
4. Resolution - Exhibit C - Lease Purchase Agreement
5. OMNIA Joint-Purchasing Contract
6. AEPA IFB Contract

RESOLUTION NO. 2026 - _____

CONSIDERATION AND ACTION ON A RESOLUTION APPROVING (1) AN AGREEMENT WITH WATTS COPY SYSTEMS, INC., FOR COST-PER-COPY/PRINT/FAX AND DEVICE MAINTENANCE FOR A FIVE (5) YEAR TERM (\$18,911.52 PER YEAR); AND (2) A STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT WITH DE LAGE LANDEN PUBLIC FINANCE, LLC, FOR CITYWIDE MULTI-FUNCTION PRINT/COPY/FAX DEVICES FOR A FIVE (5) YEAR TERM (\$43,946.64 PER YEAR), TOTALING AN AMOUNT NOT TO EXCEED \$314,290.80

WHEREAS, the City's current multi-function devices were installed in 2021 and have exceeded their recommended service life, prompting Information Technology staff to begin evaluating the City's operational requirements and identifying the need for updated, reliable print technology; and

WHEREAS, updating devices will provide significant quality-of-life improvements for staff by ensuring faster, more reliable service response, reducing unplanned outages, and minimizing demands on the Information Technology Department's day-to-day workload through proactive monitoring, remote diagnostics, and on-call support provided by Watts Copy Systems, Inc.; and

WHEREAS, Watts Copy Systems, Inc., as the City's current service provider, has demonstrated the ability to meet all required technical specifications and continues to offer strong qualifications, responsive support capabilities, and cost-effective solutions when compared to other vendors; and

WHEREAS, subject to the provisions of the City Code, staff are recommending the purchase of multi-function print devices in the amount of \$219,733.20 and cost-per-copy/print/fax and device maintenance in the amount of \$94,557.60 both paid over five years, totaling an amount not to exceed \$314, 290.80 ("Purchase"); and

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

WHEREAS, the detailed Cost-Per-Copy/Print/Fax and Maintenance Agreement is attached (Exhibit B); and

WHEREAS, Watt's Copy Systems, Inc. utilizes the OMNIA joint-purchasing contract R241203 for the cost-per-copy/print/fax and maintenance, which results in savings to the City; and

WHEREAS, Watts Copy Systems, Inc. via the AEPA IFB 025-C Contract, utilizes a third-party financing provider, De Lage Landen Public Finance LLC, to provide State and Local Government lease-purchase financing (Exhibit C), which results in additional savings to the City; and

WHEREAS, the Purchase consists of the replacement and modernization of the City's multifunction device fleet with 49 new Kyocera systems, as outlined in Exhibit A and B; and

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

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

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

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

PASSED this 8th of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



PARTNERSHIP PROPOSAL

FOR



Presented by:

Jeff Brock

Phone: 309-663-7012

Emails: jbrock@wattscopy.com

April 28, 2026



City of Bloomington

Account Review

The City of Bloomington is currently utilizing 55 Printers and Multifunction Systems provided by Watts Copy. Currently the city's monthly output on these devices is approximately 39,000 b/w images and 69,000 color images per month. Over the past 60 months, the city has been able to reduce its paper output by over 20% with the help of Watts and the secure print software that is being utilized. Because the city only pays for the images that are printed every month, the savings are instantly reflected on the maintenance bills.

Our Recommendations:

Watts is recommending updating 49 Kyocera systems with new technology to replace the existing fleet. The six that will be retained are three low use printer only devices and three customer-owned MFPs installed in the last 18 months.

- Continued use of PaperCut software for secure print.
- Continued use of Cost per Image maintenance program. With this program, there are no minimum usage requirements. That means you see the savings sooner on the maintenance invoices.
- Continued Device consistency for users—desktop MFP user interface is very similar to full system user interface.
- Long-life consumables with reduced preventative maintenance cycles. Preventative maintenance cycles on the Kyocera full systems is at 600,000 images. Preventative maintenance cycles on the Kyocera desktop MFP's is at 200,000 images. LESS DOWN TIME FOR USERS!
- Tiered Color Program: Kyocera A3 devices will track color by fill coverage, allowing Watts to invoice you at 3 color tiers, saving money on light-fill color documents like letterhead or printed emails.
- Improved scanning capability including larger document capacity and faster scanning speeds.
- Continued use Kyocera Fleet Services provides a comprehensive remote monitoring solution that is cost-effective and maximizes device uptime. KFS also provides comprehensive usage data which, over time, can optimize the infrastructure to best meet the needs of the organization. The KFS program offers the following benefits:
 - Real-time device diagnostics and alerts
 - Convenient firmware updates
 - Remote error resolution
 - Ongoing monitoring of supply levels
 - Fewer on-site visits
 - Detailed analytics and customizable graphic reports



City of Bloomington

New Proposed Technology:

Please refer to enclosed spreadsheet for new equipment detail listing by location.

4 *New Kyocera MA4500IX Monochrome MFP's*

- 47 pages-per-minute
- 75-sheet capacity reversing document processor
- One 500-sheet adjustable paper drawer
- Card Reader
- PaperCut Ready
- 2 Fax Systems

15 *New Kyocera MA3500CIFX Color MFP's*

- Copy/Print/Scan/Fax
- 37 pages-per-minute
- 100-sheet capacity dual scan document processor
- One 250-sheet adjustable paper drawer
- Card Reader (10)
- PaperCut Ready (10)
- 15 Fax Systems

17 *New Kyocera MZ-2501CI Color Multifunctional Systems*

- 25 pages-per-minute
- 320-sheet capacity reversing automatic document processor
- 274 images-per-minute scan speed
- Card Reader (17)
- PaperCut Ready (17)
- 7 Fax Systems
- See spreadsheet for additional accessories and paper drawer quantities by location

4 *New Kyocera MZ-3501CI Color Multifunctional Systems*

- 35 pages-per-minute
- 320-sheet capacity reversing automatic document processor
- 274 images-per-minute scan speed
- Card Reader (4)
- PaperCut Ready (4)
- 2 Fax Systems
- See spreadsheet for additional accessories and paper drawer quantities by location

3 *New Kyocera MZ-4001CI Color Multifunctional Systems*

- 40 pages-per-minute
- 320-sheet capacity reversing automatic document processor
- 274 images-per-minute scan speed
- Card Reader (3)
- PaperCut Ready(3)
- 2 Fax Systems
- See spreadsheet for additional accessories and paper drawer quantities by location

6 *New Kyocera MZ-5001CI Color Multifunctional Systems*

- 50 pages-per-minute
- 320-sheet capacity reversing automatic document processor
- 274 images-per-minute scan speed
- Card Reader (6)
- PaperCut Ready (6)
- 5 Fax Systems
- See spreadsheet for additional accessories and paper drawer quantities by location

Retain W7898 P3145dn

Retain W9100 M507dng MICR printer

Retain W9102 M507dng MICR printer

Retain W11299 M5526cdw

Retain W11829 PA4500x

Retain W11469 MA2600cwf



City of Bloomington

Program Details:

New 60 Month Combined Lease Program with Custom Pricing using the **AEPA IFB 025-C Contract**

Monthly Base Rental Payment

\$3,662.22/month

Includes 44 PaperCut Licences

with 5 years of maintenance and support

(Includes 10 machine embedded license installs)

- Includes delivery, installation, network onboard assistance and staff training.
- Includes Watts' Unconditional Machine Replacement Guarantee:
Watts will agree to replace any device that has ongoing service issues that we are unable to resolve in a timely manner. Permanent replacement machine will be a like or better model and will be replaced for the remaining term of the agreement with no contract extensions or cost increases.

Full-Coverage Maintenance Program:

Watts will agree to offer a per-click maintenance program with no required minimums per device.

Kyocera MZ Series Full Systems:

B/W Images	.0039/per image
Color Images:	
Tier One: Accent Color (< 4% Coverage)	.014/per image
Tier Two: Business Color (4.1% to 10% Coverage)	.028/per image
Tier Three: Dramatic Color (>10% Coverage)	.044/per image

Kyocera M Series Desktop MFP's

B/W Images	.012/per image
Color Images	.055/per image

HP M507dn MICR*

B/W Images	.015/per image
<i>*all toner billed separately</i>	

Maintenance Program cover all service, parts, labor, mileage, preventative maintenance and maintenance kits, drums, developers and all toners, **including color toners. Staples purchased separately.**



City of Bloomington

Cost Analysis:

Current Program

Table with 2 columns: Description and Cost. Rows include Monthly Lease and Contract Base Payment (\$3,574.69 /month), Monthly Maintenance, B/W Images (TA machines, M/P machines, HP M507, M5526/MA2600), Color Images (TA machines, M machines, M5526/MA2600), and Total (\$5,107.75 /month).

Proposed Program

Table with 2 columns: Description and Cost. Rows include Monthly Lease Payment (\$3,662.22 /month), Monthly Maintenance, B/W Images (MZ machines, ALL Tabletop Kyocera machines, HP M507), Color Images (MZ machines, ALL Tabletop Kyocera machines), and Total (\$5,238.18 /month).

Increased cost of \$130.43 per month



COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Equipment Maintenance Agreement

Deliver To:
City of Bloomington
Various Locations
Bloomington, IL 61701

Bill To:
City of Bloomington
115 East Washington Street
Bloomington, IL 61701

**SEE REVERSE SIDE FOR
TERMS AND CONDITIONS**

Date: 05/08/2026

CUSTOMER NO.	CUSTOMER P.O. NO.	REPRESENTATIVE	UNIT PRICE	AMOUNT
		Jeff Brock / LJH		
ORDERED	PRODUCT NO.	DESCRIPTION	UNIT PRICE	AMOUNT
Qty 15	MA3500cfx	Kyocera Color Multifunctional Printers		
Qty 2	MA4500ifx	Kyocera B/W Multifunctional Printers		
Qty 2	MA4500ix	Kyocera B/W Multifunctional Printers		
Qty 17	MZ2501ci	Kyocera Color Multifunctional Document Systems		
Qty 4	MZ3501ci	Kyocera Color Multifunctional Document Systems		
Qty 3	MZ4001ci	Kyocera Color Multifunctional Document Systems		
Qty 6	MZ5001ci	Kyocera Color Multifunctional Document Systems		
Qty 44		PaperCut & 5-years Support		
Retain: W7898 P3145dn, W9400 M507dng MICR Printer, W9102 M507dng MIRC Printer, W11299 M5526cdw, W11829			PA4500x & W11469 MA2600cwf	
OMNIA Contract # R241203				
CONTRACT TYPE: Cost Per Copy/Print/Fax Maintenance Agreement				
CONTRACT COVERAGE: Includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer and preventative maintenance.				
BEGINNING DATE:				
ENDING DATE:				
Program includes:				
Kyocera MZ Series Full Systems:				
All b/w images billed monthly at \$.0039 each				
All color images billed monthly at Three Tier Color; Tier One - \$.014 each, Tier Two - \$.028 each, & Tier Three - \$.044 each.				
Kyocera M Series Desktop MFP's:				
All b/w images billed monthly at \$.012 each				
All color images billed monthly at \$.055 each.				
HP M507dn MICR*:				
All b/w images billed monthly at \$.015 each				
All toner billed separately				
Meter readings will be received remotely from machine or submitted by customer to Watts Corporate Office by email or our website.				
<i>This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.</i>				

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS, AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGES FOR REINSTATEMENT AFTER CANCELLATION.

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE DATE

PRINT NAME

Decision Maker: Craig McBeth	Phone: 309-434-2509	Email: c.mcbeath@cityblm.org
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50856826

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, TN, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an original signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “additional insured.”
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form**
- Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC
- State sales tax exemption certificate**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: JOY WILLIAMS

Email: PF-SALES SUPPORT@LEASEDIRECT.COM

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
JOYWILLIAMS

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of Bloomington				Phone Number
	DBA Name (if any)				Purchase Order Requisition Number
	Billing Address 115 E WASHINGTON ST	City BLOOMINGTON	State IL	Zip 61701	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
	End of Lease Option: \$1	

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation City of Bloomington (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number 500-50856826	
	Lease Date MAY 5, 2026	
	Vendor I.D. Number	

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LEASE NUMBER: 500-50856826
 LESSEE: City of Bloomington LEASE DATE: MAY 5, 2026

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	188,706.00	-
1	3,662.22	968.60	2,693.62	186,012.38	191,592.75
2	3,662.22	954.77	2,707.45	183,304.93	188,804.08
3	3,662.22	940.88	2,721.34	180,583.59	186,001.10
4	3,662.22	926.91	2,735.31	177,848.28	183,183.73
5	3,662.22	912.87	2,749.35	175,098.93	180,351.90
6	3,662.22	898.76	2,763.46	172,335.47	177,505.53
7	3,662.22	884.57	2,777.65	169,557.82	174,644.55
8	3,662.22	870.31	2,791.91	166,765.91	171,768.89
9	3,662.22	855.98	2,806.24	163,959.67	168,878.46
10	3,662.22	841.58	2,820.64	161,139.03	165,973.20
11	3,662.22	827.10	2,835.12	158,303.91	163,053.03
12	3,662.22	812.55	2,849.67	155,454.24	160,117.87
13	3,662.22	797.92	2,864.30	152,589.94	157,167.64
14	3,662.22	783.22	2,879.00	149,710.94	154,202.27
15	3,662.22	768.44	2,893.78	146,817.16	151,221.67
16	3,662.22	753.59	2,908.63	143,908.53	148,225.79
17	3,662.22	738.66	2,923.56	140,984.97	145,214.52
18	3,662.22	723.65	2,938.57	138,046.40	142,187.79
19	3,662.22	708.57	2,953.65	135,092.75	139,145.53
20	3,662.22	693.41	2,968.81	132,123.94	136,087.66

Sales tax of 0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing

Lessee Signature: _____ Date: _____
 Print Name: _____ Title: _____

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Bloomington

LEASE NUMBER: 500-50856826

LEASE DATE: MAY 5, 2026

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
21	3,662.22	678.17	2,984.05	129,139.89	133,014.09
22	3,662.22	662.86	2,999.36	126,140.53	129,924.75
23	3,662.22	647.46	3,014.76	123,125.77	126,819.54
24	3,662.22	631.99	3,030.23	120,095.54	123,698.41
25	3,662.22	616.43	3,045.79	117,049.75	120,561.24
26	3,662.22	600.80	3,061.42	113,988.33	117,407.98
27	3,662.22	585.08	3,077.14	110,911.19	114,238.53
28	3,662.22	569.29	3,092.93	107,818.26	111,052.81
29	3,662.22	553.41	3,108.81	104,709.45	107,850.73
30	3,662.22	537.46	3,124.76	101,584.69	104,632.23
31	3,662.22	521.42	3,140.80	98,443.89	101,397.21
32	3,662.22	505.30	3,156.92	95,286.97	98,145.58
33	3,662.22	489.09	3,173.13	92,113.84	94,877.26
34	3,662.22	472.81	3,189.41	88,924.43	91,592.16
35	3,662.22	456.44	3,205.78	85,718.65	88,290.21
36	3,662.22	439.98	3,222.24	82,496.41	84,971.30
37	3,662.22	423.44	3,238.78	79,257.63	81,635.36
38	3,662.22	406.82	3,255.40	76,002.23	78,282.30
39	3,662.22	390.11	3,272.11	72,730.12	74,912.02
40	3,662.22	373.31	3,288.91	69,441.21	71,524.45
41	3,662.22	356.43	3,305.79	66,135.42	68,119.48
42	3,662.22	339.46	3,322.76	62,812.66	64,697.04
43	3,662.22	322.41	3,339.81	59,472.85	61,257.04
44	3,662.22	305.26	3,356.96	56,115.89	57,799.37
45	3,662.22	288.03	3,374.19	52,741.70	54,323.95
46	3,662.22	270.72	3,391.50	49,350.20	50,830.71
47	3,662.22	253.31	3,408.91	45,941.29	47,319.53
48	3,662.22	235.81	3,426.41	42,514.88	43,790.33
49	3,662.22	218.22	3,444.00	39,070.88	40,243.01
50	3,662.22	200.54	3,461.68	35,609.20	36,677.48
51	3,662.22	182.78	3,479.44	32,129.76	33,093.65
52	3,662.22	164.92	3,497.30	28,632.46	29,491.43
53	3,662.22	146.97	3,515.25	25,117.21	25,870.73
54	3,662.22	128.92	3,533.30	21,583.91	22,231.43
55	3,662.22	110.79	3,551.43	18,032.48	18,573.45
56	3,662.22	92.56	3,569.66	14,462.82	14,896.70
57	3,662.22	74.24	3,587.98	10,874.84	11,201.09
58	3,662.22	55.82	3,606.40	7,268.44	7,486.49
59	3,662.22	37.31	3,624.91	3,643.53	3,752.84
60	3,662.22	18.69	3,643.53	0.00	-
TOTALS	219,733.20	31,027.20	188,706.00		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

12PFDOC224

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC _____

LESSEE: City of Bloomington _____

LEASE NUMBER: 500-50856826 _____

LEASE DATE: MAY 5 , 20 26

Quantity	Description/Serial No./Model No.	Location
	15 New Kyocera MA3500cifix with attachments	
	2 New Kyocera MA4500ifx with attachments	
	2 New Kyocera MA4500ix with attachments	
	17 New Kyocera MZ2501ci with attachments	
	4 New Kyocera MZ3501ci with attachments	
	3 New Kyocera MZ4001ci with attachments	
	6 New Kyocera MZ5001ci with attachments	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Bloomington

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name XX	2 Issuer's employer identification number (EIN) XXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XX	3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Room/suite XXXXXX
6 City, town, or post office, state, and ZIP code XXXXXXXXXXXXXXXXXXXX XXXXXXXXX;	5 Report number (For IRS Use Only) 3
8 Name of issue XX	7 Date of issue XXXXXXXXXXXXXXXXXXXX
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information XX	9 CUSIP number XXXXXXXXXXXXXXXXXXXX
	10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXX

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11 XXXXXXXXXXXX XX
12 Health and hospital	12 XXXXXXXXXXXX XX
13 Transportation	13 XXXXXXXXXXXX XX
14 Public safety	14 XXXXXXXXXXXX XX
15 Environment (including sewage bonds)	15 XXXXXXXXXXXX XX
16 Housing	16 XXXXXXXXXXXX XX
17 Utilities	17 XXXXXXXXXXXX XX
18 Other. Describe <input type="checkbox"/> XXXXXXXXXXXX	18 XXXXXXXXXXXX XX
19a If bonds are TANs or RANS, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 XXXXXXXXXXXX	\$ XXXXXXXXXXXX	\$ XXXXXXXXXXXX	XXXXXXXXXX years	XXXXXXXXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22 XXXXXXXXXXXX XX
23 Issue price of entire issue (enter amount from line 21, column (b))	23 XXXXXXXXXXXX XX
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 XXXXXXXXXXXX XX
25 Proceeds used for credit enhancement	25 XXXXXXXXXXXX XX
26 Proceeds allocated to reasonably required reserve or replacement fund	26 XXXXXXXXXXXX XX
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27 XXXXXXXXXXXX XX
28 Proceeds used to refund prior taxable bonds. Complete Part V	28 XXXXXXXXXXXX XX
29 Total (add lines 24 through 28)	29 XXXXXXXXXXXX XX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 XXXXXXXXXXXX XX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	XXXXXXXXXXXX years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	XXXXXXXXXXXX years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	XXXXXXXXXXXX
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	XXXXXXXXXXXX

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** XXXXXXXXXXXX XX
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a** XXXXXXXXXXXX XX
 - b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXX
 - c Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** XXXXXXXXXXXX XX
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXX
 - c Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXXXXX
 - d Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXXXX
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - c Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - d Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

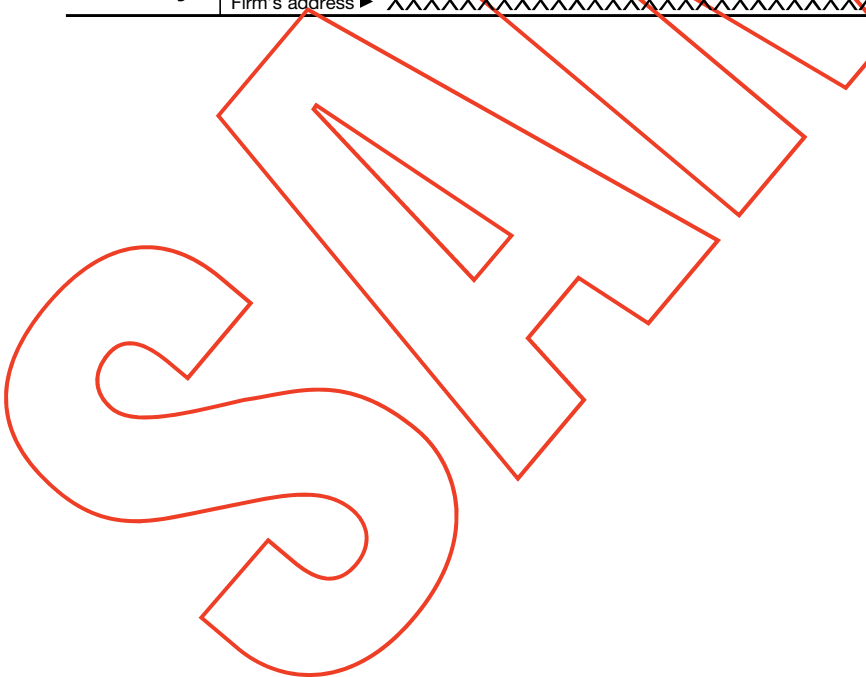
Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: _____ Date: _____ Type or print name and title: _____

Paid Preparer Use Only

Print/Type preparer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN XXXXXXXXXXXX
Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Firm's EIN ▶ XXXXXXXXXXXX		Phone no. XXXXXXXXXXXXXXXX	
Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				



De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of MAY 5, 2026, between **De Lage Landen Public Finance LLC**, as Lessor, and City of Bloomington, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>City of Bloomington</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>City of Bloomington</u> DBA Name (If Any) _____
	Billing Address _____ Phone Number _____
	City _____ County _____ State _____ Zip Code _____
	Agreement Number <u>500-50856826</u> Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

17ANC016v2

Region 4 Education Service Center

Contract # R241203

for

Digital Workspace Solutions

with

Kyocera Document Solutions

Effective: June 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Kyocera Document Solutions effective June 1, 2025:

- I. Vendor contract and Executed Offer and Signature Form
- II. Supplier's Response to the RFP

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of February 25, 2025 by and between Kyocera Document Solutions, "**Contractor**" and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Digital Workspace Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-12 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The initial term of the Contract is for a period of **five 5) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **five (5) years in one-year increments** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract,
 - ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. It shall be up to the end user whether to accept the substitution or not.

- 19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

- 29) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**
- 30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 31) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications, and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name Kyocera Document Solutions America Inc

Address 225 Sand Road

City/State/Zip Fairfield, NJ 07004

Telephone No. 973-808-8444

Email Address Gerry.Mahoney@da.kyocera.com

Printed Name Gerry Mahoney

Title Vice President, Direct Operations

Authorized signature Signed by:
Gerry Mahoney
095E04A526118426

Accepted by Region 4 ESC:

Corrected DS
CW Initial
AT

Contract No. R241203

Initial Contract Term 6/1/2025 to ~~5/31/2028~~ 5/31/2030

Linda Tinnerman
Region 4 ESC Authorized Board Member 2/25/2025
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member 2/25/2025
Date

Victor E. White
Print Name

PART B - AEPA General Terms and Conditions

Part B – Table of Contents

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I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing thirty-one (31) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA’s mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members’ expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 31 states, which have the potential to sell nationwide. You are working with up to 31 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts. Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies’ Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
Arkansas	Southwest Arkansas Education Cooperative	Phoebe Bailey	phoebe.bailey@swaec.org	475,207
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	6,002,523
Colorado	Colorado BOCES Association			889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Tori Baxley	tori.baxley@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Service Center	James Tyler	jtyler@wesc.k12.in.us	1,010,811
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	1,843,617
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	478,749
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Tricia McKim	pmckim@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	897,864
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	327,055
New Jersey	Educational Services Commission of New Jersey	Anthony LaMarco	alamarco@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	113,858
Ohio	Ohio Council of Educational Purchasing Consortia	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,614,633
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csi.org	1,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I) dba Carolina Buy	Fred Payne	fred.payne@ca4i.org	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors' Association	Bart Powelson	bpowelson@kcda.org	1,077,339
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Meghan Cropp	meghan.cropp@cesapurchasing.org	854,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)	Nita Werner	nwerner@newboces.com	90,334

II. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms must be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees must be paid to each Member Agency quarterly. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner must not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner must submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in April or May) and the other in the Winter (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA requests that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part B - Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Solicitation: A solicitation may be amended up to the time of opening.

Applicable Law: The laws of the state of the respective AEPA Member Agency must govern any resulting contract of this solicitation. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, must fully apply. The Vendor Partner must comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It must be the Vendor Partner's responsibility to identify, make themselves aware of, and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended, and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency

administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Solicitation and Contract Award Form (see Form E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract must be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner must be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies must not unreasonably withhold approval and must notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Respondent/Bidder/Vendor Partner Definitions:

Bidder, Respondent, Offeror, and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offeror: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity must not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee must be notified of such failure and must take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Respondent. Brand names and model numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which offers are submitted. Respondents may submit alternates. However, the AEPA reserves the right to decide whether

alternatives to the identified manufacturer and brand are equal to the product, equipment, and/or service described in the invitation. AEPA's decision must be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment, and services under AEPA Member Agencies' awarded contracts.

Captions, Headings, and Illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for explanation only and in no way define, limit, or describe the scope or intent of the request.

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer; and the Respondent agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state, and local governing authority's/jurisdiction's statutes, codes, rules, and regulations referenced and/or govern the products, services, and activities relating to and are part of this solicitation, whether or not physically noted or included, must be complied with, and adhered to as required. It is the sole responsibility of the Respondent to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences, or are targeted to a small geographic location. The prices published in a Commercially Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document must not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations, and codes that govern construction

projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipelines; transmission line; radio, television or other towers; water, oil or other storage tanks; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction must also include leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement must clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into according to each state's procurement code must be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting, parties may be located in different states.

Cooperative Purchasing Contracts: The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner must, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner must notify the AEPA category committee chairman and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following must be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies must notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review, and findings, AEPA reserves the right to take the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Preparation: Neither AEPA nor any AEPA Member Agency must reimburse the cost of developing, presenting, or providing any response to this solicitation.

Credit Hold: The Vendor Partner must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile, or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination), and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as the property of the Buyer and be separated from other materials. The buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services, or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this must constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Respondent's proposal may result in the rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies, or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provide for cooperative procurement and identifies those types of agencies, entities, and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies, and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is

anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since this is an indefinite-quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities, and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: it has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent possesses the ability, capacity, and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B (unless otherwise noted in Part B): Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishments in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally-assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 329 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection

Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Force Majeure: Except for payments of sums due, neither party must be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure must be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and must be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure must not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party must notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation must be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, must not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Historically Under-Utilized Business: An "Historically Under-Utilized Business" (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." As it related to HUB businesses, a "Commercially Useful Function" (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere façade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm's assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits,

proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction must be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner must procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each state's requirements.

1. Certificate of Insurance: The Vendor Partner must provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor must procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form, and from insurers acceptable to the prime Vendor Partner. All Subcontractors must hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract must be held invalid or unenforceable, the remainder of this solicitation and any resulting contract must not be affected and must be valid and enforceable.

Late Responses: Late responses will not be accepted. All offers must be submitted online via Bonfire eProcurement Solution (<https://gobonfire.com>) by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, with interest rates described as related to a published government standard.

Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies must be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc.). Likewise, there are various policies, procedures, rules, regulations, codes, and laws that govern such licensing/registration within federal, state, and local jurisdictions, therefore, it is the Respondent's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state, and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent will submit copies of licenses, registration, and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services must be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities, and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities, and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards, and organizations that either by federal, state, or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors, and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner must have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. Multiple Approvals and Awards: throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. To assure that any issued contract

will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts, or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation must be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions, and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support, and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, an email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction-related bids. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed-to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). The vendor Partner must provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
 - a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
 - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, price list or Vendor Partner's quote;
 - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
 - d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
 - e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
 - f. The vendor Partner must provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. Electronic Ordering

When a Vendor Partner based online ordering system is available, the following functionality is required:

- a. Electronic ordering systems must be secure, and password protected. Entering the system with the designated password must automatically send the user to AEPA contract pricing.
- b. When the Buyer requires purchase orders, electronic ordering system must require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
- c. Electronic ordering systems must automatically assign correct contract prices to applicable orders.
- d. Electronic ordering systems should list catalog price and AEPA discounted price.
- e. Electronic ordering systems must track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner must provide the transaction and volume reporting in the AEPA format.
- f. Electronic ordering systems' pricing must include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- g. Electronic ordering systems should allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence must prevail:

1. Member Agency specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation.

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggyback Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states and that any differences in pricing are due to state-specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relates to pricing:

1. **Primary Pricing Strategies for Bids:** All Respondents will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies, or Proposal (RFP) pricing as defined in Part B, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including short term pricing discounts/incentives and volume discounts.
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off the retail price, catalog price, published price, or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers, or category of products as determined by the Respondent and in conformity with the scope of the solicitation.
 - i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents must identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents must agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and must be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, newly published pricing, or price lists, but the original discount bid must remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.
 - iii. **Core List:** In a Catalog Priced solicitation, a category (i.e., office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list are published during the contract term, the original discounts must be applied to the newly published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
 - b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type, and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Respondent offers firm pricing for specific line items in response to this bid; a project's cost is derived by

the Vendor Partner preparing and providing a quote based on the project's terms, conditions, and requirements based on the line-item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.

- i. **Fixed prices:** Prices bid must be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers must include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.
 - iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect upon approval.
 - iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (e.g., RSMeans) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- d. **RSMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RSMeans or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
- i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
 - a. Building Construction Cost Data Book
 - b. Facilities Construction Cost Data
 - c. Facilities Maintenance & Repair Cost Data
 - d. Site Work & Landscape Cost Data Book
 - ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
 - iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - iv. Pricing must be done by Location codes. National Average will not be allowed. To

- choose the “closest” location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
- v. The AEPA contract holder factor, bonding cost, AEPA discount, and taxes if applicable must be shown as separate line items at the bottom of the RSMean spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMean spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
 - vi. All change orders which list items covered by RSMean must be supported by an RSMean spreadsheet.
- e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom-designed, developed, manufactured and/or produced to meet the requirements of an individual, project, or sole source. The alternative pricing is calculated as follows:
- i. The Bidder must prepare, issue, and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost-effective solution.
 - ii. All quotes must be made available upon request.
 - iii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - iv. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.

2. **Secondary Pricing Methods (Catalog based solicitations only, see Part B for category designation):** Respondents are encouraged to offer Customized Price Lists (Catalog solicitations ONLY), as well as short term pricing reductions/incentives and volume discounts as follows:

- a. **Customized Price List:** Respondents are encouraged to offer customized price lists to Participating Entities for items within the Vendor Partner’s Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists must be allowed under the following conditions:
 - i. Items within the Vendor Partner’s Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list must be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.

- iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one-time purchase or annual spend), i.e., local city, county, school district(s), etc. and/or for large one-time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination must be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.
3. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a “not to exceed” project quote to the purchasing Agency for work approval.

Prime Vendor Partner: For the purpose of this solicitation, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Respondents/Vendor Partners must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

- 1. **Product Line:** If applicable, contracts will be awarded to Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
- 2. **Serial Numbers:** Offers must be for equipment on which the original manufacturer’s serial number has not been altered in any way.
- 3. **Current Products:** All offers must be for commodities, supplies, equipment, supplies, and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
- 4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power

generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Respondents can include various peripheral products, equipment, accessories, services, deliverables, and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All offers are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment, and software offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level, and quality of products, equipment, and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Respondent to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to solicitation due date.** The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Respondent deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software, or services they bid will render equivalent reliability, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, must be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for

which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information, Catalogs, and Price Lists: Respondents must include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the response. Throughout the term of the contract, Vendor Partner(s) must furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Respondent who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for all legal actions will follow AEPA policy and as outlined in Part E, 13. Governing Law; Forum Selection.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Respondent who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each must file their protest with the AEPA representative indicated below.
 - a. **Solicitation Due Date:** The preparation and contents of the solicitation, its terms, conditions, and specifications, the notification, distribution of solicitation documents and addendums (date published through the solicitation due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending, and approving Respondents to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through the date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing, and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests must be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address, and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;
 - e. Supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date must be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester must submit the solicitation protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10)

days of the date the protester knows or should have known the basis of the protest per the following:

- a. Solicitation Due Date: Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Committee (bid-committee@aepacoop.org).
 - b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to the Category Committee (bid-committee@aepacoop.org).
 - c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest must be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. Protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
5. **Protest Costs:** The losing party to the protest must be responsible for the reasonable and justifiable costs of the protest. The protest costs must be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription, and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, Respondents are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Bonfire eProcurement Platform (<https://gobonfire.com/>): An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the AEPA website. There is no cost for vendors to use Bonfire.

Public Record: All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation must be submitted online in Bonfire and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Bonfire.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions, and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners must take all necessary precautions for the safety of employees on the worksite, and must erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They must post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions must be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage.

Safety Standards: All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid must not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to the local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, the legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract must survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner must survive expiration or termination of the Contract.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing must be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations, and processes, therefore, prices offered will not include applicable federal, state, and local taxes. All applicable taxes must be listed as a separate item on all cost proposals and invoices.

Term of Contract and Extensions: The initial term of the contract must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract Award (Form B). The contract must continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A of this solicitation unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, or a contract expires, a Member Agency reserves the right to offer an extension not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate, and review existing AEPA vendors to determine if the organization as a whole desire to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation must be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it must have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party must have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party must have the right, in addition to all other remedies at law or equity, to immediately terminate this contract.

Failure to complain of any action, non-action or default under this Agreement must not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination must be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available must be accepted by the Vendor Partner and must be final.

Title and Risk of Loss: The title and risk of loss of material or service must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in must be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner must be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Solicitation: Due to the various types, kinds and levels of products and services solicited by AEPA in its solicitations; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's solicitations, AEPA has established the following types of solicitations.

1. Catalog Bid: A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes, and configurations that are

identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers, or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.

2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

Vendor Partner: Respondent who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this solicitation.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner must include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.



Consent Agenda Item No. 7.I.

For City Council: June 8, 2026

Ward Impacted: Ward 9

Subject: Consideration and Action on an Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and the Towanda Township Road District, for the Transfer of Jurisdiction of a Portion of Fort Jesse Road to the Municipal System, as requested by the Engineering 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 the Towanda Township Road District ("Township") to transfer jurisdiction of a section of Fort Jesse Road extending from the corporate limits of the City of Bloomington easterly 0.28 miles to the west edge of pavement of Towanda-Barnes Road in its entirety.

This section of roadway is adjacent to the City's corporate limits. The City's corporate limits are at both the western and eastern edges of this jurisdiction transfer, as well as east of Towanda-Barnes Road and Towanda-Barnes Road south of Fort Jesse Road. For efficiency and consistency of the corridor, this section of Fort Jesse Road has functioned as a City street for many years. The City's most recent resurfacing project on Fort Jesse Road included the section proposed for the jurisdictional transfer. This allowed the entire roadway to be resurfaced consistently and provided the traveling public with a safer and improved east-west route.

As this section of roadway was recently resurfaced, staff anticipates no immediate maintenance needs, with future maintenance schedules aligning with those of adjacent sections of Fort Jesse Road already under City jurisdiction.

Both the City and Township have agreed that transferring jurisdiction of this section of Fort Jesse Road from the township to the City is in the best interests of both parties. The City is committed to collaborating with other public entities when mutually beneficial, and this intergovernmental agreement allows both the City and Township to gain from this jurisdictional transfer.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Agreement
3. Jurisdictional Transfer Map

ORDINANCE NO. 2026 - ____

AN ORDINANCE AUTHORIZING EXECUTION OF A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWANDA TOWNSHIP ROAD DISTRICT, FOR THE TRANSFER OF JURISDICTION OF A PORTION OF FORT JESSE ROAD TO THE MUNICIPAL SYSTEM

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

WHEREAS, the City and the Towanda Township Road District (“Township”) have determined that the best interests of both entities are served by making and entering into an agreement to transfer jurisdiction of a portion of Fort Jesse Road to the City of Bloomington; and

WHEREAS, in 2024, the City resurfaced Fort Jesse Road from the corporate limits of the City to Towanda-Barnes Road; and

WHEREAS, the jurisdictional transfer provides for the addition of Fort Jesse Road from the corporate limits of the City easterly to the west edge of pavement of Towanda-Barnes Road (FAU 6431), in its entirety, to the City of Bloomington, McLean County, Illinois; and

WHEREAS, the City and Township under date of June ____, 2026, entered into an agreement for transfer of jurisdiction of Fort Jesse Road to the Municipal System (Exhibit A); and

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

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

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

SECTION 2. That Fort Jesse Road from the corporate limits of the City of Bloomington easterly to the west edge of the pavement of Towanda-Barnes Road (FAU 6431), in its entirety, be added to the Municipal Street System from the Towanda Township Road District System.

SECTION 3. The Agreement is approved and the Mayor, or his designee, is authorized to execute the Agreement, and any other necessary documents to effectuate the jurisdictional transfer.

SECTION 4. The City Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer’s Office at Paris, Illinois.

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

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

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

SECTION 8. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



E-mail Reset Form

CONVEYOR

Local Public Agency No. 1

Towanda Road District

LPA Type: Township/RD County: McLean

RECIPIENT

Local Public Agency No. 2

City of Bloomington

LPA Type: Municipality County: McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Table with 3 columns: Road Name (Fort Jesse Road), Route(s) (FAU 6350), Length (miles) (0.28)

Key Route(s) Information

057 96350 00000 (Station 4.64 to station 4.92)

Termini

From corporate limits of City of Bloomington easterly to west edge of pavement of Towanda-Barnes Road (FAU 6431), in its entirety.

This transfer [X] does not [] does include NBIS Structure No(s).

Include For Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code. The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto as Addendum No. 1

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

[X] Upon IDOT approval [] [] calendar days after [] other []

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

[X] Location Map (Addendum No.1) []

[X] Ordinance/Resolution (Addendum No. 2) []

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

Table with 2 columns: APPROVED BY CONVEYOR and APPROVED BY RECIPIENT. Rows include Name of Local Public Agency Official, Title, and Local Public Agency Official Signature & Date.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

Office of Highways Project Implementation Signature & Date

BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Prior to execution submit a draft of this form and applicable attachments to IDOT for review.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Location Description

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

Effective Jurisdictional

Transfer Date Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No.1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

When submitting the form physically, submit a minimum of three (3) signed originals to the Regional Engineer's District office.

The form may be submitted electronically with electronic signatures.

Following IDOT's approval distribution will be as follows:

**Local Public Agency (one for each Agency)
Bureau of Local Roads and Streets Central Office
District Roadway Inventory Staff (electronically after execution)
Bureau of Operations District Office (electronically after execution)**



LOCATION MAP

Illinois Department of Transportation Jurisdictional Transfer

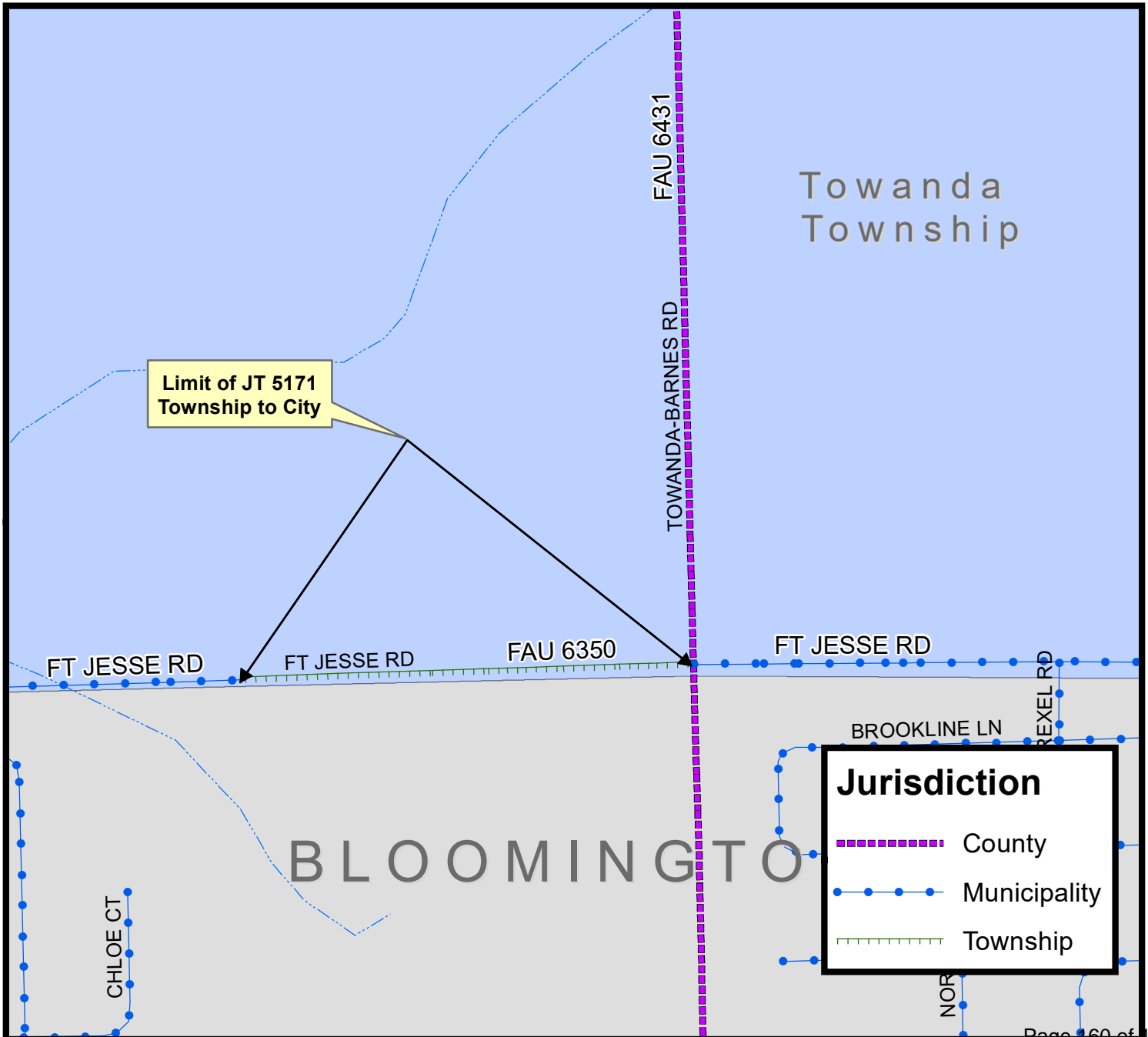
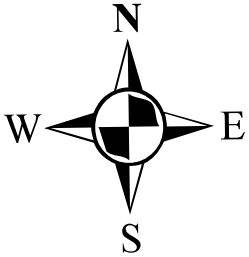
McLean
County

TOWANDA TOWNSHIP R D
TO CITY OF BLOOMINGTON

**FORT JESSE ROAD
FAU 6350**

From corporate limits of City of Bloomington easterly
to west edge of pavement of Towanda-Barnes Road
(FAU 6431), in its entirety.

**Key Route 057 96350 000000
(Station 4.64-4.92)**





Consent Agenda Item No. 7.J.

For City Council: June 8, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Application from Indy Mart, Inc., d/b/a W Market Groceries, located at 301 W. Market St., Ste. B, 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: Indy Mart, Inc., d/b/a W Market Groceries (Applicant), located at 301 W. Market St., Ste. B, is requesting Approval of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License. The location is currently being operated by a business that holds the same type of Class PBS liquor license, as well as a tobacco license and will surrender both licenses upon approval.

After a Public Hearing on May 12, 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 May 3, 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 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_W Market Groceries
2. Draft Liquor Commission Minutes_W Market Groceries

CITY CLERK DEPARTMENT
City Council Item Verification Memo



Liquor Commission Date 05/12/26

City Council Date 06/08/26

Acct. #	TBD	Billing Cycle	Semi-Annual
Legal Entity Name	Indy Mart, Inc.	DBA/Assumed Name	W Market Groceries
Business Address	301 W. Market St., Ste. B	Zip Code	61701
Ownership	Kaylyn Singh, 100%	Agents/Managers	Kaylyn Singh, Owner

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 Changes
- Ownership Information
- Financial Statement
- Articles of Incorporation
- Computer Generated Site/Floor Plan
- Lease Agreement
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
 - Kaylyn Marie Singh, 100% Owner – *No Concerns to Report*
- Assumed/Doing Business As (DBA) Name Registered with the Mclean County
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted
- B/N Packaged Liquor Tax Registration Form Submitted
- Items/Amounts 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 Liquor Liability Insurance & \$2,000 Bond

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Indy Mart INC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	W market groceries
Legal Entity Address (including City, State, and Zip)	301 W. market Street suite B, Bloomington, Illinois 61701
Legal Entity Phone Number	8128876021
Legal Entity Email Address	Indymart301@gmail.com
Establishment Address including Zip	301 W. market Street suite B Bloomington Illinois 61701
Establishment Phone Number	8128876021
Establishment Email Address	Indymart301@gmail.com
*Email Address for <u>ALL</u> City Communications:	Indymart301@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
Kaylyn Singh	Bloomington	IL	61704
Phone Number	Email Address		
8128876021			

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

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

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

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

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

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

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

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

Status of Business Information:

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

<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company (LLC) <i>A copy of the Articles of Organization must be attached.</i>	<input type="checkbox"/> Partnership (Date of Formation: <input type="text"/>) <input checked="" type="checkbox"/> Corporation (Inc. or Corp.) <i>A copy of the Articles of Incorporation must be attached.</i>
---	--
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:*
 No
 N/A

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

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are 21 years of age or older.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are citizens of the United States.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Are any of the persons listed under ownership a resident of McLean County?
2B	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the General Manager a resident of McLean County?
- Yes No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- Yes No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. Yes No Is the premises for which the license is sought owned?
 5A Yes No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- Yes No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:*

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Convenience store
- What class of liquor license is being sought? (See descriptions beginning on page 1.) GPB
- Yes No Will the establishment offer Sunday Sales?
- Yes No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- Yes No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment:
Bloomington
- If approved, how would the liquor license benefit the City and its residents?
Bloomington
- Yes No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
- Yes No Will the proposed or current establishment sell food?
- Yes No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?*
Grocery
- If approved, what license renewal billing cycle would be preferred? Annual Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7am	10pm
Tuesday:	7am	10pm
Wednesday:	7am	10pm
Thursday:	7am	10pm
Friday:	7am	10pm
Saturday:	7am	10pm
Sunday:	10am	10pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mixed
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8am to 8pm
 - Is the area predominately residential, are they single or multi-family homes?
Single Family
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
West market Street, North Madison Street, North Roosevelt Avenue
- How much additional traffic is expected to be generated with a liquor license?
Surrounding communities
- Describe any and all on- and off-street parking:
Parking lot
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. Yes No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. Yes No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
 4A If yes, please explain:
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.

Kaylyn Singh

Owner

Name (Please Print)

Title



02-26-26

Signature

Date

Re: Liquor License Application Received, Correction/Documents Needed - W MARKET GROCERIES

From Victor Singh <indymart301@gmail.com>

Date Fri 4/24/2026 9:14 AM

To City Clerk Inquiries <cityclerk@cityblm.org>

Question

#1 The answer I intended was "Yes", please regard my last response.

#2 The classification of license being sought after is PB.

#6 The liquor license desired is for the sale of alcohol.

#7 The benefits of this liquor license for the city and the residents would be, generating a significant tax revenue, providing employment, while serving residents there needs and wants.

On Wed, 22 Apr 2026 at 12:28 pm, City Clerk Inquiries <cityclerk@cityblm.org> wrote:

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 by Friday, April 24, 2026**, in order to remain in consideration for the May 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.

In the application section *Business Owner/Operator*

- Question #1 asks if the any owner has been convicted of felonies, violations, and crimes opposed to decency or morality. The applicant answered "No" , which means that they have been convicted, but no additional information was provided. *Please explain.*

In the application section *Nature of License*

- Question #2 asks what classification of license is being sought. The applicant answered "GPB", but our records do not indicate that a gas station is active at the location. *Please provide an applicable license classification.*

In the application section *Nature of License*

- Question #6 asks you to state the reason you desire a liquor license. The applicant answered "Bloomington", which is not an accurate response to the question. *Please provide an accurate response.*

In the application section *Nature of License*

- Question #7 asks you to state how the license would benefit the City and it's residents, if approved. The applicant answered "Bloomington", which is not an accurate response to the question. *Please provide an accurate response.*

Required Documents - All documents listed below should be uploaded online using the [Document Update Submission Form](#).

1. Premises Verification (Lease Agreement or Proof of Ownership) - The provided lease agreement does not list a clear term end date and is not signed.

- a. An active Lease Agreement is required to be submitted and must include:
 - i. Name of Entity or Person(s) under Ownership;
 - ii. Full Establishment Address (including applicable suite or unit #s);
 - iii. Term Dates; and
 - iv. Must be signed.

Please provide proof of ownership or a valid lease agreement for the proposed premises.

2. 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.*

- Local Tax Information can be found by clicking this link: <https://www.bloomingtonil.gov/departments/finance/local-tax-information/food-and-beverage-tax>.
 - *Your establishment is required to submit Food & Beverage Tax Registration and Package Liquor Tax Registration*

3. Financial Statement- *A statement of the applicant's personal assets and liabilities must be provided.*

4. Site Plan - To be accepted the submitted plan must (1) show exits, entrances, restrooms, and any other identifying features of the premises; and (2) include the ENTIRE premises included in the Liquor License, including any outdoor areas.

5. DBA/Assumed Name Registration- If the Applicant will use a different name with the public than the name of the legal entity, the DBA/Assumed Name must be registered with the State of IL or McLean County:

[State of IL Adoption of an Assumed Name \(Corporations and LLCs\)](#) OR [McLean County DBA/Assumed Name Registration](#)

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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, April 24, 2026, in order to remain in consideration for the May 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](#)

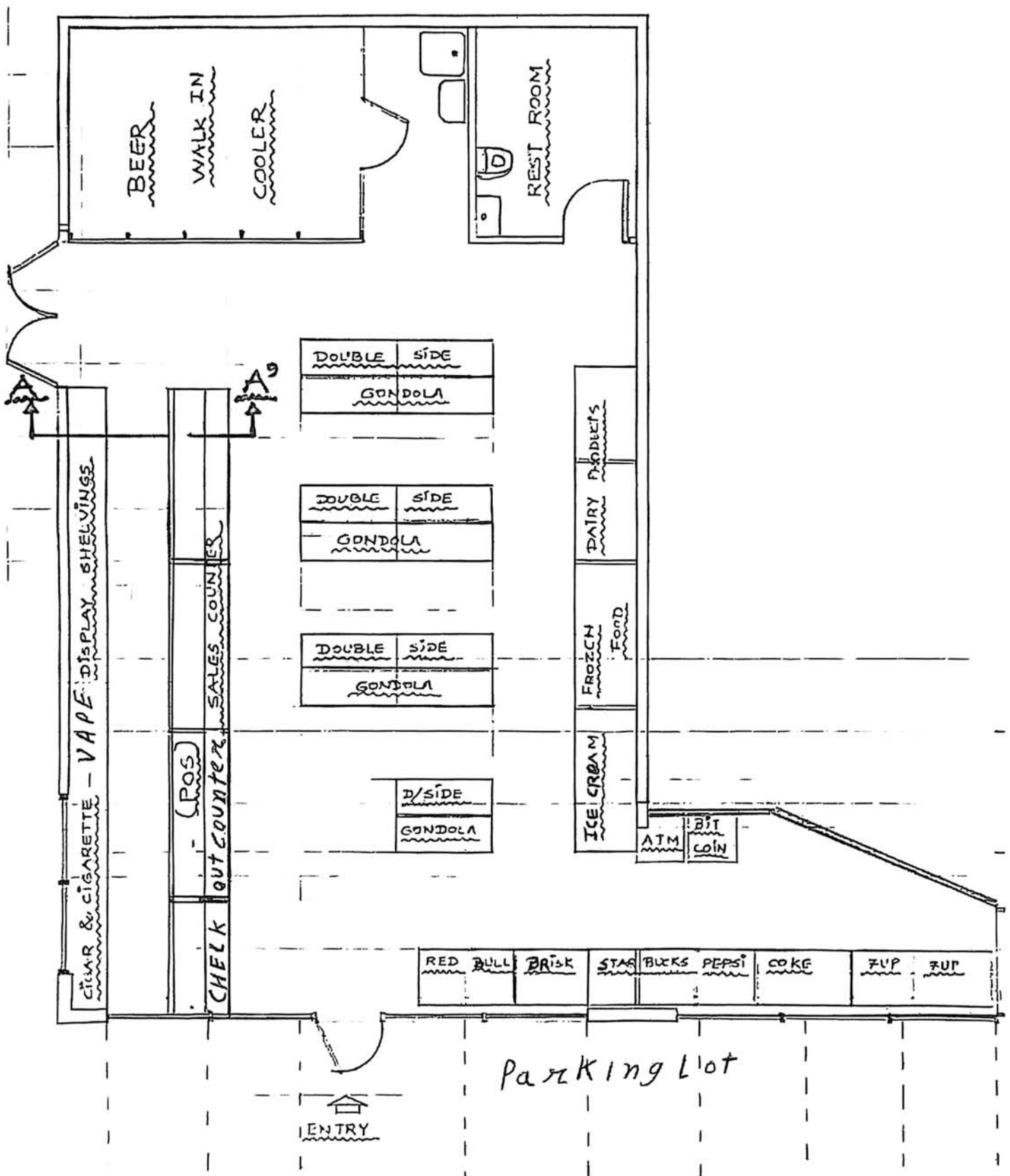
[Bloomington, IL 61701](#)

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.

EXIT



The following Item was presented:

Item 5.A. Public Hearing and Action on an Application from Indy Mart, Inc., d/b/a W Market Groceries, located at 301 W. Market St., Ste. B, 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 Brady opened the Public Hearing at 4:05 p.m.

Asst. Corporation Counsel George Boyle explained that the applicant was requesting a new liquor license at a location where a similar business has been operated for some time and would function much like the proposed operation. He noted that the new business would occupy the same space and was seeking the same class of license as the existing business, and that there were no additional legal issues to address beyond that.

Kaylyn Singh, Owner of Indy Mart, Inc., after being sworn, addressed the Commission. Mrs. Singh stated that operating this location would be consistent with her experience managing other businesses, so it would not be new to her. She indicated that the business would continue to operate as it currently does, with no major changes anticipated other than moving some shelves and similar fixtures.

Commissioner Jordan asked what other businesses she had. Mrs. Singh explained that she had other smoke shops and liquor stores in Illinois and Indiana.

Mr. Boyle asked Mrs. Singh to describe some of her other businesses, specifically the additional liquor stores she mentioned, and requested clarification on how many locations she operated. Mrs. Singh stated that she had four locations—two in Normal, Illinois; one in Fairbury, Illinois; and one in Crawford, Indiana. Mr. Boyle asked if there had been any compliance issues with the stores. Mrs. Singh answered no and noted that they had been running successfully for years.

Building Official Chris McAllister asked for clarification on whether shelves would be moved or only the products on the existing shelves. Mrs. Singh stated that she would be moving some shelves and also products. Mr. McAllister asked that once the shelving was moved she contact the Building Safety Department for reinspection.

Asst. Police Chief Paul Williams asked that she provide any updated emergency contact information to the Police Department.

Commissioner Peterson asked what the stores in Normal were and what they sold. Mrs. Singh stated that they were both called Indy Smoke Time and noted that one was in Uptown Normal and the other was on College Ave. She then explained that they were smoke shops and sold tobacco products as well as novelty items.

Commissioner Brady asked if anyone was present to speak for or against the Item. No one came forward.

Commissioner Brady Closed the Public Hearing at 4:10 p.m.

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

Commissioner Brady directed the Clerk to call roll:

AYES: Brady; Meister; Jordan; Peterson

Motion carried.



Regular Agenda Item No. 8.A.

For City Council: June 8, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and 307 E Grove, LLC, for the Property Commonly Known as 307 E. Grove St. (PIN: 21-04-417-005), 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 proposed \$4.2 million redevelopment of the long-vacant former Clay Dooley building at 307 E. Grove Street represents a significant economic development opportunity for Bloomington and another example of a growing company choosing to invest in the community. The project will establish the new corporate headquarters of Premium Loaves, one of the nation's fastest-growing Jimmy John's franchise operators. In just three years, Premium Loaves has expanded from 11 locations in two states to more than 120 locations across six states, making it one of the largest and fastest-growing Jimmy John's franchise organizations in the country according to the company's website. The company continues to pursue additional growth opportunities and has stated that expansion remains a core part of its long-term business strategy. ([Premium Loaves](#))

By selecting Bloomington for its corporate headquarters, Premium Loaves is making a long-term investment in the community while centralizing executive leadership, administration, training, and operational support functions in the heart of the city. The headquarters will serve as the operational hub for a restaurant group whose footprint now extends across multiple states and continues to grow. ([Premium Loaves](#)). The redevelopment will also return one of Bloomington's most recognizable vacant buildings to productive use. Vacant since 2018, the former Clay Dooley building has long been a prominent landmark and gateway into Downtown Bloomington from the east. The project will transform the property into a vibrant mixed-use destination featuring Premium Loaves' corporate offices on the second floor and commercial retail space on the ground floor.

The developer has committed to completing the project and obtaining occupancy by January 1, 2028.

TIF Assistance

The property is located within the Downtown Tax Increment Financing District, which was established to encourage investment in underutilized and deteriorating properties and to support the continued revitalization of Downtown Bloomington. To help offset the costs associated with rehabilitating the historic structure, the proposed Redevelopment Agreement provides for reimbursement of eligible redevelopment expenses from new tax increment generated by the project. The developer would be eligible to receive 75% of the incremental property taxes generated by the redevelopment, up to the lesser of 15% of total project costs or \$632,925. The incentive is performance-based and paid only from new tax revenue generated by the redevelopment.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into a Redevelopment Agreement with 307 E Grove LLC. If approved, as an incentive, the City will reimburse the developer from TIF funds generated by the site for TIF-Eligible work (rehabilitation, utility infrastructure, planning, etc.). The developer shall receive 75% of the TIF Increment generated by the property for the life of the agreement in an amount equal to the lesser of 15% of the eligible project's costs or \$632,925.00. If approved, Development Services will include amounts in future year's budget submissions as no increment would be created until the project is completed.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - 307 E Grove RDA
3. Premium Loaves Renders

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON AND 307 E GROVE, LLC, FOR THE PROPERTY COMMONLY KNOWN AS 307 E. GROVE ST. (PIN: 21-04-417-005)

WHEREAS, the City of Bloomington, Illinois (“City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of the affected taxing districts; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (“TIF ACT”), and the City’s authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF ACT; and

WHEREAS, on July 22, 2024, the City approved a redevelopment project and plan, designated the Downtown Project Area (“DOWNTOWN TIF DISTRICT”), and adopted Tax Increment Financing for the payment and financing of redevelopment project costs incurred within the Project Area; and

WHEREAS, Notwithstanding the foregoing language, the City hereby waives the requirements of Resolution No. 2000 - 54, adopted July 24, 2000, and Developer shall be entitled to Tax Increment Financing reimbursement as provided in this Agreement, regardless of whether any Project laborers were paid prevailing wage; and

WHEREAS, 307 E GROVE LLC, an Illinois incorporated business (“DEVELOPER”), owns a piece of property in the vicinity of Downtown Bloomington within the corporate boundaries of the City, consisting of generally 0.81 acres located at 307 E. Grove Street (“PROPERTY”); and

WHEREAS, the DEVELOPER has put forward an application to redevelop the PROPERTY into a commercial-use space with white box retail spaces on the first floor, and one (1) commercial office space on the upper floor, and replace the windows, cleanup the property, redevelop the interior into usable space, repair and tuckpoint the external faces, replace HVAC, plumbing, and electrical, and complete other work required to bring the building to modern standards of safety (“PROJECT”); and

WHEREAS, the DEVELOPER has informed the City that the ability to proceed with the PROJECT requires financial assistance from the City to offset the extraordinary costs to be incurred by the DEVELOPER; and

WHEREAS, the PROPERTY is located within the DOWNTOWN TIF DISTRICT; and

WHEREAS, the Mayor and City Council of the City have determined that in order to induce the DEVELOPER to proceed with the PROJECT, thereby providing economic development within the City, which is in the best interests of the City and the health, safety and welfare of its residents, for the City to provide financial assistance to the DEVELOPER pursuant to the terms of a Redevelopment Agreement (“AGREEMENT”) attached hereto as Exhibit A.

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

SECTION 1. That the AGREEMENT, attached as Exhibit A, by and between the City and the DEVELOPER, is hereby approved, and the City Manager and City Clerk are hereby authorized to execute and deliver said AGREEMENT on behalf of the City.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said AGREEMENT.

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

SECTION 4. The City Clerk is 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 approval and publication as required by law.

PASSED this 8th day of June 2026.

APPROVED this ____ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND 307 E GROVE LLC**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2026, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), 307 E Grove LLC, an Illinois Limited Liability Company (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, on July 22, 2024, the Corporate Authorities, after giving all required notices, conducting a public hearing, and making all findings required by law, adopted Ordinance Nos. 2024-055, 2024-056, approving a Tax Increment Financing Redevelopment Plan, designating the Downtown TIF District as a Redevelopment Project Area pursuant to the TIF Act, and adopting tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the 300 Block of E Grove Street in Downtown Bloomington, commonly known as 307 E Grove, Bloomington, Illinois, and identified by PIN No. 21-04-417-005 (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Subject Property is a two-story historic building that is currently owned by Developer, who intends to develop it into a corporate headquarters for administration of a collective of Jimmy John's franchises with vanilla box retail spaces on the ground floor requiring significant investment in the envelope of the historically significant building (eligible for

designation) including performing façade repair and stabilization; addressing foundation and water intrusion issues; and, making the building accessible. (the “*Project*”); and

WHEREAS, the Developer has advised the City that it is not economically feasible for the Developer to undertake the Project due to the extraordinary costs required to complete the Project without financial assistance from the City; and

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make the commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City from the Downtown TIF District as applicable to the Subject Property, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents; and

WHEREAS, the Parties acknowledge and agree that the Project is not a “public work” under the Illinois Prevailing Wage Act (820 ILCS 5/) (“PWA”).

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer covenants and agrees to complete the redevelopment of the Project and have been issued a certificate of occupancy by the City on or before January 1, 2028, for the project building, unless delayed by Force Majeure as described in Section 9.

B. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

C. The Developer covenants that the Project shall require an investment of approximately \$4,219,500 to redevelop the Subject Property into the Project. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$4,219,500 ("*Total Project Cost*").

Section 3. City's Obligations.

A. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the subject property from the sources provided in Section 4, in an amount equal to the lesser of (i) 15% of Total Project Cost; or (ii) \$632,925 (the "*Reimbursable Project Cost*").

B. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

A. Upon the adoption of the Downtown TIF District, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "STAF") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the Downtown TIF.

B. Upon approval of this Agreement by the City, the City shall create a subaccount of the STAF called the 307 E Grove LLC Subaccount ("Subaccount"). The Parties agree that all sums deposited into the Subaccount shall be used to reimburse the Developer for reimbursable Redevelopment Project Costs.

C. So long as no notice of default has been issued or is outstanding, on November 1st of each year for the life of this Agreement (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), Seventy-five percent (75%) of the Incremental Taxes with respect to the Subject Property (collectively hereinafter referred to as "Pledged Funds") shall be transferred and deposited into the Subaccount. On December 15th of each year (or, if later, that date which is ten (10) days following the date on which Pledged Funds have been deposited in the 307 E Grove LLC Subaccount) the City shall pay to Developer all amounts deposited in the 307 E Grove LLC Subaccount, until the earlier of: (i) reimbursement to Developer as provided in Section 3 of this Agreement; or (ii) termination of this Agreement under Section 6 or 7 herein.

Section 5. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 6. Prevailing Wage.

The Parties acknowledge and agree that the Project is not a “public work” under the Illinois Prevailing Wage Act (820 ILCS 5/) (“PWA”). The Subject Property is not, and will not be, publicly owned property; the Developer is not a “public body” under the PWA; no public funds are being used for construction work (as the term “Construction” is defined in the PWA and as the term “public funds” is used in the PWA) on the Project; and the project is not “directly supported by public funds.” This provision shall be controlling with respect to City requirements related to the PWA. As such, the Developer shall have no obligation to pay prevailing wages under the PWA or any local ordinance and/or resolution for work performed on the Project. The Developer agrees to comply with any changes to the State law that could cause the Project to become subject to the PWA in the future.

Section 7. Remedies – Liability.

A. Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

(1) If any material representation made by Developer in this Agreement, or in any certificate, notice, demand to the City, or request made to the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.

(2) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.

(3) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.

(4) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.

(5) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

(6) Developer's failure to pay the fees and expenses described in this Agreement.

B Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

(1) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement,

and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.

(2) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.

(3) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

C. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice (or if such default is not capable of being cured within such thirty (30) day period, so long as Developer commences cure within such period and thereafter diligently and continuously pursues such cure to completion, such additional time as is reasonably necessary to cure such default). A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of

any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (C) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

E. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

F. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) November 1, 2047 (the "*Termination Date*").

Section 9. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2026 and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure; provided, however, that in no event shall Force Majeure excuse, delay, or otherwise affect the obligation of either party to make any payment of money when due under this Agreement.

Section 11. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 12. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 13. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 14. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

307 E Grove LLC
Attn Jerome Hranka & Marc Largent
1717 Fort Jesse Rd Suite 3
Normal, IL 61761

With a copy to:

Brown Hay & Stephens
Attn Anthony Schuering
205 S Fifth Street / PO Box 2459
Springfield, IL 62705

To the City:

City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois, 61702

With copies to:

Megan Lamb
2441 Warrenville Rd.
Suite 310
Lisle, Illinois 60532

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 16. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 17. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

CITY OF BLOOMINGTON

ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

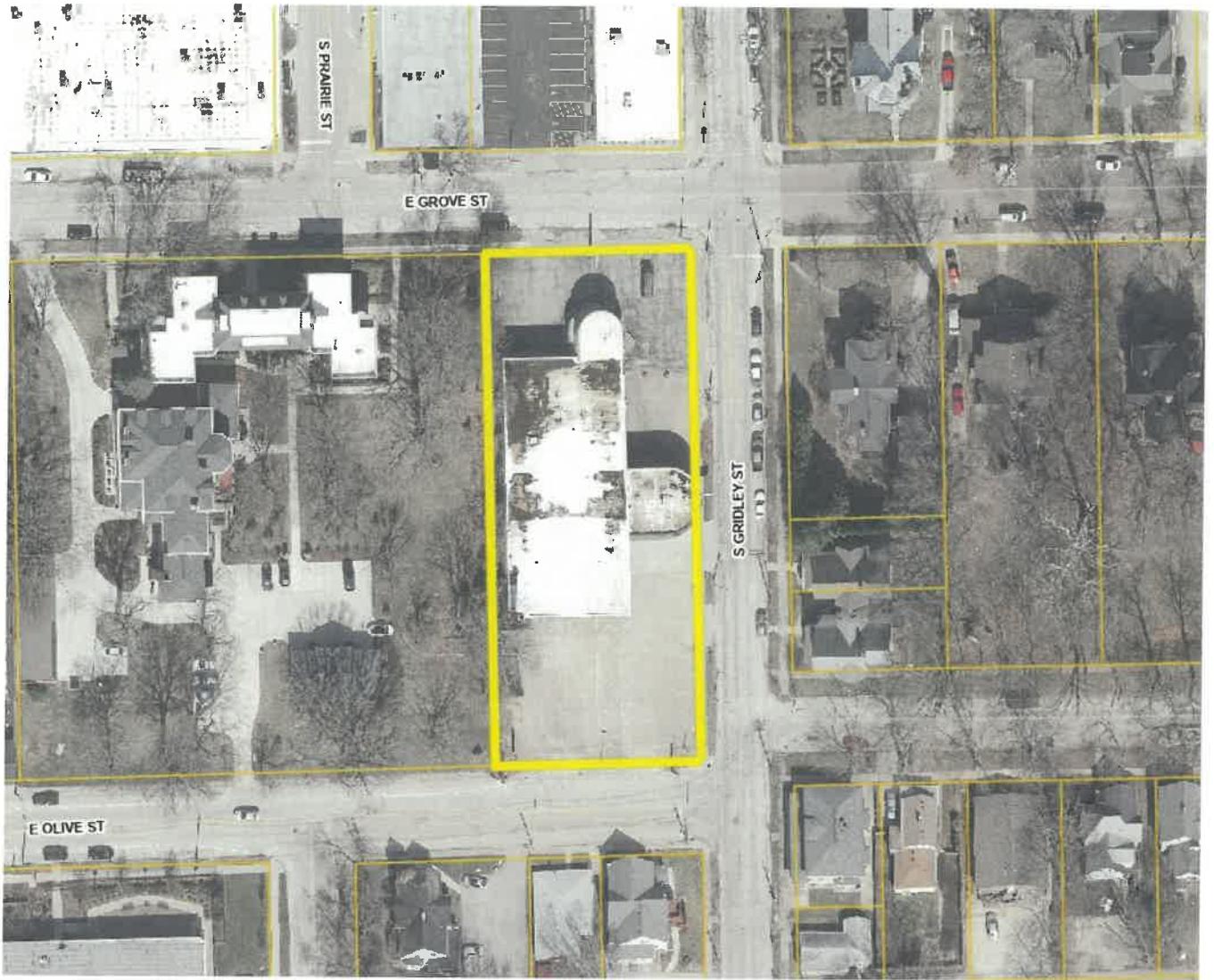
307 E Grove LLC

ATTEST



Representative

Exhibit A: Project Area – 307 E Grove, (21-04-417-005), Bloomington, Illinois



PREMIUM LOAVES RENDERS



Premium Loaves
307 E Grove Street
Bloomington, IL 61701

HEWN. | Architectural Studio
01.07.26 11



Premium Loaves
307 E Grove Street
Bloomington, IL 61701

HEWN. | Architectural Studio
01.07.26 12



Premium Loaves
307 E Grove Street
Bloomington, IL 61701

HEWN. | Architectural Studio
01.07.26 15



Regular Agenda Item No. 8.B.

For City Council: June 8, 2026

Ward Impacted: City Wide

Subject: Consideration and Action Resolution Authorizing Funding to the Bloomington-Normal Economic Development Council and Establishing Conditions for the Use of Such Fund, as requested by the Administration Department.

Recommended Motion: The proposed Resolution 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: As the City of Bloomington continues to experience momentous continued economic growth and emphasizes coordinated development efforts, the Bloomington-Normal Economic Development Council (BNEDC) remains an important partner in helping manage the tools necessary to advance development projects. As the BNEDC transitions leadership, it presents an opportunity to better align internal operations, reporting practices, and organizational structure with City needs. Given these conditions, staff recommends structuring financial support to acknowledge the BNEDC's value while ensuring measurable progress. The attached Resolution, if approved, would provide \$100,000 paid in three installments, contingent on meeting reporting, operational, and compliance requirements such as maintaining a Chief Executive Officer, submitting monthly reports, delivering annual Council presentations, ensuring financial accountability, aligning activities with City priorities, and performing core economic development functions. This approach would provide needed stability while ensuring the City receives timely updates, measurable outcomes, and alignment with strategic economic development goals.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City Council will authorize funding to the Bloomington-Normal Economic Development Council and establish Conditions for the Use of such funds in an amount totaling \$100,000. This will be paid from the Economic Development-To EDC account (10019170-75015). Stakeholders can locate this in the FY 2027 Proposed Budget Book titled "Budget Overview & General Fund" on page 237.

Attachments:

1. Resolution

RESOLUTION NO. 2026 - ____

A RESOLUTION AUTHORIZING FUNDING TO THE BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL AND ESTABLISHING CONDITIONS FOR THE USE OF SUCH FUNDS

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

WHEREAS, the City recognizes the importance of supporting coordinated economic development efforts that strengthen the local economy, attract and retain businesses, and promote job creation; and

WHEREAS, the Bloomington-Normal Economic Development Council (“BNEDC”) serves as a regional partner dedicated to proactively driving growth in the local economy through local business expansion and new business attraction, and advancing economic development initiatives that align with the City’s strategic goals; and

WHEREAS, the City Council desires to provide financial support to the BNEDC for the purpose of enhancing economic development activities that benefit the City and its residents; and

WHEREAS, the City Council finds it appropriate to condition such funding on reasonable requirements that ensure accountability, transparency, and the effective use of public resources.

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. Funding Authorization. The City hereby approves funding to the BNEDC in the total amount of One Hundred Thousand Dollars (\$100,000), to be disbursed in three (3) equal installments payable, subject to the provisions in Section 3, in the amount of \$34,000 upon passage of this Resolution, \$33,000 on October 1, 2026, and \$33,000 on February 1, 2027.

Section 3. Conditions of Funding. As a condition of receiving and retaining funding under this Resolution, the BNEDC shall:

- a. Chief Executive Officer. Hire, maintain, and continuously employ a qualified Chief Executive Officer responsible for managing the BNEDC’s operations, strategic planning, stakeholder engagement, and program implementation. Maintaining an Interim Chief Executive Officer shall satisfy the obligations of this requirement.
- b. Regular Reporting. Submit written reports to the City at least monthly, due within fifteen (15) days after the close of each month, detailing activities undertaken, results achieved, performance metrics, challenges encountered, and progress toward annual objectives. This can be met by sending at least monthly newsletters containing similar information and/or direct meetings with City staff.

- c. Annual Presentation. Deliver an annual in-person presentation to the City Council outlining major initiatives, outcomes, financial status, and strategic priorities for the upcoming year.
- d. Financial Accountability. Maintain accurate financial records and allow the City to request documentation verifying expenditures related to the funded activities.
- e. Strategic Alignment. Make reasonable efforts to ensure that BNEDC activities are aligned with the City's adopted economic development plans and priorities.
- f. Compliance with Policies. Comply with all applicable local, state, and federal laws, as well as any additional reasonable expectations communicated in writing by the City.
- g. Core Functions. Maintain and actively perform the BNEDC's core functions, which include administering the Enterprise Zone covering portions of the City, representing the City in external incentive programs including TRVDA (Tri-County River Valley Development Authority) and C-PACE (Commercial Property Assessed Clean Energy), and providing comprehensive assistance with business retention, expansion, and recruitment initiatives.

SECTION 4. Disbursement Schedule. Funding shall be disbursed in three installments, with the two future installments contingent upon the City's confirmation that the BNEDC has met the applicable reporting, operational, and compliance requirements specified in Section 3 for the relevant period.

SECTION 5. Failure to Comply. Failure to meet the conditions outlined in this Resolution may result in suspension or termination of future funding, at the discretion of the City Council.

SECTION 6. Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED this 8th day of June 2026.

APPROVED this ___ day of June 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk